FOI#16083

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TO	ORGANIZATION	FAX NUMBER
Freedom of Information Administrator	Port Authority of New York and New Jersey	2124357555

FROM

Dennis Tracey — Hogan Lovells US LLP

June 9, 2015

11:26 am

MESSAGE

We request a release of documents pertaining to the procurement process for the award of the lease for the One World Trade Center observation deck (One World Trade Center at 285 Fulton Street, Manhattan, New York, 10007) under the Freedom of Information Code of the Port Authority of New York and New Jersey, including the request for proposal, submitted proposals, bid lists, requests for qualifications, bidding results and awards.

If all of the requested records cannot be emailed to me, please inform me by email (dennis.tracey@hoganlovells.com) of the portions that can be emailed and advise me of the cost for reproducing the remainder of the records requested ($0.25 per page or actual cost of reproduction). If the requested records cannot be emailed to me due to the volume of records identified in response to my request, please advise me of the actual cost of copying all records onto a CD or floppy disk.

If my request is too broad or does not reasonably describe the records, please contact me via email so that I may clarify my request, and when appropriate inform me of the manner in which records are filed, retrieved or generated.

CONFIDENTIALITY This fax is confidential and may also be privileged. If you are not a named recipient, please notify the sender immediately and do not disclose the contents to another person, or use it for any purposes or take any copies.

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If it is necessary to modify my request, and an email response is not preferred, please contact me at the following telephone number: (212) 918 3524.

If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name, address and email address of the person or body to whom an appeal should be directed.

Regards,

Dennis H. Tracey, III
Partner, Hogan Lovells

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 11, 2015

Mr. Dennis Tracy
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022

Re: Freedom of Information Reference No. 16083

Dear Mr. Tracy:

This is in response to your June 9, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for documents pertaining to the procurement process for the award of the lease for the One World Trade Center observation deck.

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/16083-WTC-1.pdf; http://www.panynj.gov/corporate-information/foi/16083-WTC-2.mov. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, trade secrets, proprietary commercial and financial information, personal privacy and facility security.

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

Very truly yours,

Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10006
T: 212 435 3642 F: 212 435 7555

00. WTC OB DECK CLOSING BINDER INDEX 4-8-13-2.DOC

LEASE

between

WTC TOWER 1 LLC,
a Delaware limited liability company

as Landlord

and

LEGENDS OWO, LLC,
a Delaware limited liability company

as Tenant

Dated as of April 8, 2013

Observation Deck
One World Trade Center
New York, New York 10048

Neither this draft lease, nor any other draft lease, nor any correspondence, writings, communications or other documents delivered or exchanged between Landlord and Tenant shall be deemed to be an offer or agreement to lease or to enter into a lease, on the terms set forth herein or otherwise and no lease, or agreement to lease, shall be binding on either party except and until as set forth in Section 32.15 of this draft.

THIS LEASE AND ALL DRAFTS OF THIS LEASE CONTAIN CONFIDENTIAL AND SENSITIVE INFORMATION. CONFIDENTIAL TREATMENT IS REQUESTED UNDER ALL APPLICABLE LEGAL REQUIREMENTS, INCLUDING THE PORT AUTHORITY'S FREEDOM OF INFORMATION POLICIES.

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THIS INDENTURE OF LEASE (hereinafter referred to as this "Lease") is dated as of this 8th day of April, 2013 by and between WTC TOWER 1 LLC, a Delaware limited liability company having an office c/o The Port Authority of New York and New Jersey, 225 Park Avenue, 15th Floor, New York, New York 10003 (hereinafter referred to as "Landlord") and LEGENDS OWO, LLC, a Delaware limited liability company having an office at 805 3rd Avenue, 31st Floor, New York, NY 10022 (hereinafter referred to as "Tenant").

W I T N E S S E T H:

ARTICLE 1

DEFINITIONS; PREMISES; TERM

1.01 Defined Terms. As used in this Lease, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"ADA" shall mean the Americans with Disabilities Act, Title III, 42 U.S.C.S. §§ 12181-12189, and all regulations promulgated thereunder, and any amendments thereto.

"Additional Rent" or "additional rent" shall mean all rent (other than Fixed Rent or Percentage Rent) and all costs, charges, sums and expenses which Tenant assumes, agrees or is obligated to pay to Landlord pursuant to this Lease.

"Additional Work" shall have the meaning set forth in the Work Letter.

"Advertising Signs" means a Sign displaying an advertisement.

"Affiliate" means, with respect to any person or entity (a "Person"), (i) any Person Controlling, Controlled by or under common Control with such first Person, and (ii) to the extent not covered by clause (i), any Person in which such first Person and its Affiliates own a direct or indirect equity interest of at least twenty percent (20%) in the aggregate; provided, however, that in no event will the State of New York or State of New Jersey or any agency or instrumentality thereof (other than the Port Authority and any entities in which the Port Authority owns a Controlling interest, directly or indirectly) be deemed to be an Affiliate of the Port Authority or Landlord.

"Aggregate Gross Sales" shall mean, as of the date of calculation, the total amount of Gross Sales for the current Lease Year to the date of calculation.

"Alterations" shall have the meaning set forth in Section 13.01A hereof.

"Annual Statement" shall have the meaning set forth in Section 3.02.F hereof.

"Approved Accountant" shall mean PricewaterhouseCoopers or another independent certified public accounting firm approved by Landlord in its good faith discretion.

"Bankruptcy Event" shall mean any of the following: (i) a general assignment by Tenant for the benefit of its creditors; (ii) the admission in writing by Tenant, or the determination by a court of competent jurisdiction, of the insolvency of Tenant or its inability to pay its debts as they become due; (iii) the voluntary commencement of any case or proceeding with respect to Tenant under any Bankruptcy Law or the filing by Tenant of a petition, application, motion or complaint seeking the appointment of or

the taking of possession by a receiver, custodian, trustee, liquidator or similar official of or for itself or of or for a material part of its assets; (iv) the involuntary commencement of any case or proceeding with respect to Tenant under any Bankruptcy Law or the filing of a petition, application, motion or complaint seeking the appointment of or the taking of possession by a receiver, custodian, trustee, liquidator or similar official of or for Tenant or of or for a material part of its assets which case, proceeding, petition, application, motion or complaint is not both timely and diligently controverted and dismissed within thirty (30) days of its commencement or filing; (v) the appointment of or taking of possession by a receiver, custodian, trustee, liquidator or similar official of or for Tenant or of or for a substantial part of its assets which is not both timely and diligently controverted and stayed or dismissed within thirty (30) days of its commencement; or (vi) the making of any levy on or judicial seizure or attachment of a substantial part of Tenant's assets which is not both timely and diligently controverted and stayed or dismissed within thirty (30) days of its commencement.

"Bankruptcy Law" shall mean, collectively, Title 11 of the U.S. Code or any other present or future law of any jurisdiction which is applicable to Tenant for the relief, liquidation or rehabilitation of debtors, as amended.

"Basic Construction" shall have the meaning set forth in the Work Letter. Subject to the terms of the Work Letter, the Final Basic Building Plans are (and any amendments thereto shall be) consistent in all material respects with the description of Basic Construction set forth in the Work Letter, it being agreed, however, to the extent there is any conflict between the Final Basic Building Plans and the description of Basic Construction in the Work Letter, the lesser of the obligations imposed upon Landlord by the foregoing items shall govern and control (or, if the foregoing shall not be applicable (i.e., the conflict shall involve different, but not lesser, obligations such as a paint color and the like), then Landlord in its reasonable discretion shall designate which of the foregoing items shall govern and control). It is the intention of Landlord and Tenant that the terms of the prior sentence shall be fully applicable with respect to every reference in this Lease to the Final Basic Building Plans and/or Basic Construction.

"Basic Construction Code" shall have the meaning set forth in the Work Letter.

"BID Charges" shall mean all charges paid by Landlord with respect to the Real Property to any Governmental Authority or to Net Lessor on account of any business improvement district or similar charges or assessments, including all such amounts payable under the Net Lease.

"Books and Records" shall have the meaning set forth in Section 3.03B hereof.

"Building" shall mean the portions of that certain building that are leased by Landlord pursuant to the terms of the Net Lease, which building shall be (a) known as One World Trade Center or 1 World Trade Center (subject to the terms of Section 41.02 hereof) and (b) located on the Land.

"Building Common Areas" shall mean all of the common facilities of the Building and the Land designed and intended for use by Tenant and other tenants in the Building in common with Landlord and each other, including the fire stairs; core electrical closets; core telecommunication closets; Common Freight Elevators; service elevator corridors on the ground floor and on Level B2; riser shafts (it being agreed that all items installed by or on behalf of Tenant within any such riser shafts shall be repaired and maintained by Tenant at its expense upon and subject to all of the terms of this Lease); walkways; loading docks; landscaped areas; the curbs and sidewalks adjacent to the Building; messenger center; and all other common and service areas of the Building. Except for the West Plaza, Tenant and its visitors shall have no right to use any of the lobbies, plazas, courts, elevators (except for the Common Freight Elevators) or escalators that are located outside of the Premises (including without limitation the

Main Lobby and East Plaza) for access or for any other purpose, nor shall any such lobbies, plazas, courts, elevators or escalators be considered Building Common Areas for purposes of this Lease. None of the Building Common Areas shall be part of the Premises. Except as otherwise expressly provided herein, in no event may Tenant have the right to perform work in, modify or repair the Building Common Areas; provided, however, that Tenant may access core electrical closets, core telecommunication closets and core mechanical equipment rooms solely to perform work therein upon and subject to the applicable terms of this Lease so long as a representative of Landlord is present, whose cost shall be equal to Landlord's Cost therefor and shall be paid by Tenant as Additional Rent.

"Building Office Space" shall mean the office space of the Building, which office space consists as of the Execution Date of the twentieth (20th) through ninetieth (90th) floors thereof. Landlord may at any time modify the above composition of the Building Office Space in any manner determined by Landlord in its sole and absolute discretion.

"Building Standards" shall mean the Building standards set forth on Exhibit C attached hereto. Tenant acknowledges and agrees that the Rules and Regulations Regarding Alterations and Building Standards attached as Exhibit C have been prepared with respect to office space, are in draft form, and may be modified as reasonably determined by Landlord or the Net Lessor to reflect future revisions and provisions applicable to space for public assembly type uses. Landlord shall provide any such modifications to the Rules and Regulations Regarding Alterations and Building Standards by Notice to Tenant, and upon such notice the modified Rules and Regulations Regarding Alterations and Building Standards shall be deemed to be attached hereto as part of Exhibit C in substitution for the prior version.

"Business Days" shall mean Monday through Friday exclusive of Holidays.

"CAM Expenses" shall have the meaning set forth in Section 4.02B hereof.

"CAM Rate" shall have the meaning set forth in Section 4.02A hereof.

"Capital Budget" shall have the meaning set forth in Section 29.04 hereof.

"Casualty Rent Abatement Date" shall mean the date that is the sooner to occur of (i) the later of (x) the date on which the Full Casualty Restoration Work with respect to each applicable full floor of the Premises shall have been substantially completed and (y) a number of calendar days equal to the Tenant's Casualty Abatement Period shall have elapsed following the substantial completion of the Limited Casualty Restoration Work with respect to such full floor and (ii) the date on which Tenant shall move into such applicable full floor of the Demised Premises.

"Casualty Termination Date" shall have the meaning set forth in Section 17.02B hereof.

"Commencement Date" shall mean the RCD.

"Common Freight Elevators" shall have the meaning set forth in Section 6.01A(2) hereof.

"Comparable Buildings" shall mean first-class trophy office buildings located in Manhattan that are comparable in quality and character to the Building.

"Condé Nast Lease" shall mean that certain Lease dated May 25, 2011 between Landlord and Advance Magazine Publishers, Inc., as it may be amended from time to time.

"Condenser Water Notice" shall have the meaning set forth in Section 6.06B(1) hereof.

"Confidential and Privileged Information" shall have the meaning set forth in the Information Security Handbook.

"Confidential Information" shall have the meaning set forth in the Information Security Handbook.

"Consequential Damages" shall mean any incidental, consequential, indirect, punitive, speculative, special or exemplary damages, or damages on account of lost profits, unrealized expectations or other similar claims.

"Constant Dollars" means the expressed dollar amount adjusted for the yearly increase of the CPI between December 31 of the calendar year after the calendar year in which the Rent Commencement Date occurs and December 31 of the calendar year preceding the calendar year in which such calculation is being made provided that the yearly increase of the CPI in any calendar year shall be deemed not to have exceeded three percent (3%).

"Control" shall mean the power to direct, or cause the direction of, or approve the business decisions of a Person whether through the ownership of voting securities or by contract or otherwise and the terms "Controlled by", "Controls" and "under common Control with" shall have the meanings correlative to the foregoing.

"CPI" shall mean "The Consumer Price Index (New Series) (Base Period 1982-84=100) (all items for all urban consumers for New York-Northern New Jersey-Long Island, NY-NJ-CT-PA (CPI-U) Area)" as published by the Bureau of Labor Statistics of the United States Department of Labor or if the same is discontinued, a replacement index published by the Department of Labor or other applicable Governmental Authority, appropriately adjusted. In the event that the CPI is converted to a different standard reference base or otherwise revised, the determination of those increases provided for herein to be made with reference to the CPI shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information reasonably designated by Landlord. If the CPI ceases to be published, and there is no successor thereto, such other index as Landlord shall reasonably designate shall be substituted for the CPI.

"Damage Statement" shall have the meaning set forth in Section 17.02A hereof.

"Decorative Alterations" shall have the meaning set forth in Section 13.01A hereof.

"Delivery Date" shall have the meaning set forth in the Work Letter.

"Demised Premises" or "Premises" shall mean the Observation Deck, the Observation Deck Exclusive Lobby, the Observation Deck Public Lobby, the Observation Deck Elevators and such other portions of the Building as shown on the Floor Plans attached hereto as Exhibit D. The doors between the Observation Deck Public Lobby and the West Plaza on the ground level and the East-West Connector Corridor on the B2 level, and the glass windows between the Demised Premises and such Connector Corridor, shall be considered to be included in the Demised Premises, for purposes of cleaning, maintenance and repair. Notwithstanding anything herein to the contrary, service elevator corridors located on any floor(s) of the Building on which Tenant leases all of the leasable area shall be deemed to be part of the Premises and Tenant's Insurable Property for all purposes of this Lease, including for the purposes of Articles 7, 11, 12, 16 and 17 hereof.

"Disclosing Party" shall have the meaning set forth in Section 32.17B hereof.

"DX Units" shall have the meaning set forth in the Work Letter.

"Effective Date" or “Execution Date” shall mean the date upon which this Lease is fully executed and unconditionally delivered by both parties hereto and the period for the gubernatorial veto as set forth in Section 32.13 hereof shall have expired without the same being exercised.

"Electric Rates" shall have the meaning set forth in Section 7.04 hereof.

"Electrical Work" shall have the meaning set forth in Section 7.03(b) hereof.

"Embargoed Person" shall have the meaning set forth in Section 32.20A hereof.

"Environmental Laws" shall have the meaning set forth in Section 34.02 hereof.

"Estimated Tax Statement" shall have the meaning set forth in Section 4.05G(i) hereof.

"Estimated Tenant's Expense Payment" shall have the meaning set forth in Section 4.03B(i) hereof.

"Excluded Retail" shall mean (a) the use of the Premises for the Observation Deck Uses, (b) permanent or temporary Signs installed within the Premises in accordance with this Lease and primarily intended for visibility within the Premises, and (c) Signs installed on and identifying the areas and permitted uses described in this definition of Excluded Retail, to the extent installed in accordance with this Lease.

"Exclusive Retail Rights" shall mean the exclusive right, but not the obligation, of the Retail Tenant to, among other things: (i) develop, operate, manage, sublease or license at the World Trade Center, all retail facilities that may exist from time to time at the World Trade Center, and all retail operations conducted at the World Trade Center; (ii) design, erect, display, install and maintain Signs in the Retail Project and, except for Non-Competing Signage, Advertising Signs throughout the World Trade Center, (iii) enter into leases or licenses of any leases or licenses of carts, kiosks and retail merchandise units or similar specialty leasing for retail purposes throughout the World Trade Center, and (iv) conduct all Special Events, except for Non-Competing Events, in certain portions of the World Trade Center other than the Building and to maintain and manage the master special events calendar for Special Events at the World Trade Center ((iii) and (iv) collectively, the "Exclusive Retail Specialty Leasing/Event Rights"); provided, however, that in all cases, such Exclusive Retail Rights shall not include or apply to Excluded Retail.

"Existing L/C" shall have the meaning set forth in Section 38.06 hereof.

"Expense Estimate" shall have the meaning set forth in Section 4.03B(i) hereof.

"Expense Statement" shall mean a statement setting forth in reasonable line item detail the Premises Expenses for the prior Expense Year and the amount of Tenant's Expense Payment.

"Expense Year" shall have the meaning set forth in Section 4.02D hereof.

"Expiration Date" shall mean the final day of the calendar month in which the fifteenth (15th) anniversary of the RCD occurs (or the date upon which the term of this Lease shall sooner terminate pursuant to any of the terms of this Lease).

"Facility" means the landmark entertainment and tourist destination to be operated by Tenant within the Premises pursuant to the provisions of this Lease.

"Final Basic Building Plans" shall mean Tenant's Portion of Final Basic Building Plans (as defined in the Work Letter).

"Final Delivery Date" shall have the meaning set forth in the Work Letter.

"Final Tax Statement" shall have the meaning set forth in Section 4.05G(i) hereof.

"Fixed Expense Payment(s)" shall have the meaning set forth in Section 4.06A hereof.

"First Delivery Date" shall have the meaning set forth in the Work Letter.

"Fixed Rent" shall have the meaning set forth in Section 3.01A hereof.

"Fixtures" shall have the meaning set forth in Section 13.03 hereof.

"Floor Plans" shall mean the floor plans with respect to the Demised Premises annexed hereto as Exhibit D and made a part hereof.

"FOI Code" shall mean the Port Authority's freedom of information codes or policies as set forth by the Commissioners of the Port Authority from time to time.

"Force Majeure" shall mean any delays resulting from governmental restriction similarly affecting other facilities in New York City comparable to the Demised Premises, accident, labor dispute similarly affecting other facilities in New York City comparable to the Demised Premises, riot, insurrection, terrorism, emergency, inability to obtain materials (giving due regard for the ability to substitute similar materials and provided the party in question had done the appropriate planning and provided for the appropriate lead time in obtaining such materials), acts of God or of a public enemy, fires or other casualties, floods, epidemics, quarantine restrictions, freight embargoes or unusually severe weather or any other causes beyond Landlord's or Tenant's reasonable control, as the case may be. Under no circumstances shall the non-payment of money or a failure attributable to a lack of funds or lack of Gross Sales be deemed to be (or to have caused) an event of Force Majeure, nor shall weather conditions which are reasonably anticipatable as to frequency, duration and severity in their season of occurrence be deemed an event of Force Majeure, nor shall governmental acts, omissions or delays constitute Force Majeure if reasonably anticipatable by experienced professionals, nor shall the acts, omissions or delays of Tenant's employees, contractors, subcontractors or agents be deemed a cause outside of Tenant's reasonable control that qualifies as Force Majeure, unless such acts, omissions or delay is itself the result of an event that would otherwise qualify as Force Majeure under this definition. For purposes of this Lease, Force Majeure delays shall be deemed to exist only if Landlord or Tenant (as the case may be) promptly delivers to the other party a Notice with respect to such delay and, promptly after request of the other party, Landlord or Tenant (as the case may be) delivers to the other party a subsequent Notice with respect to the status thereof. Each party shall use all commercially reasonable efforts to mitigate the delay caused by any event of Force Majeure to the extent reasonably commercially practicable, but without the necessity of employing overtime labor unless such party elects to do so within its sole and absolute discretion or unless the other party elects to pay for such overtime labor.

"Foreclosure Decisions" shall have the meaning set forth in Section 45.01 hereof.

"Freight Operating Hours" shall have the meaning set forth in Section 6.01A(2) hereof.

"Full Casualty Restoration Work" shall mean all repair and restoration work to the Demised Premises (other than Tenant's Insurable Property) and the Building (including Basic Construction) that shall be required following a casualty so that the Demised Premises (other than Tenant's Insurable Property) and the Building shall be repaired and restored to substantially the same condition as existed prior to the damage (including Basic Construction).

"Future Capital Improvements" shall mean capital improvements to the Demised Premises performed after the Occupancy Date that are not part of Tenant's Work.

"GAAP" shall mean generally accepted accounting principles (consistently applied).

"Governmental Authority" shall mean the United States of America, the State of New York, the State of New Jersey, the City of New York, and the Port Authority and any political subdivision, agency, department, commission, board, bureau or instrumentality thereof and any of any of the foregoing, now existing or hereafter created, having jurisdiction over the Building and/or the Land or any portion thereof or the curbs, sidewalks, and areas adjacent thereto, other than the Port Authority in its capacity as an occupant of the Building, the lessor under the Net Lease, or a member of the limited liability company constituting Landlord hereunder (as contrasted with its governmental capacity).

"Gross Sales" shall mean the actual sales prices for admission to the Demised Premises, any portion of the Demised Premises, or any event at the Premises, and the actual sales prices of all goods, wares and merchandise sold, leased, licensed or delivered, and the actual charges for all services performed by or on behalf of Tenant and any permitted subtenants, licensees or concessionaires, in, at, from, with respect to, in connection with, or arising out of the use of the Demised Premises or the Marks, including without limitation all sales of Licensed Property from any location, whether for wholesale, retail, cash, credit, or otherwise, without reserve for inability or failure to collect, provided that any sale to an Affiliate shall be included in Gross Sales at the market price or charge if higher than the actual price or charge. Gross Sales shall include, without limitation, the amount of sales and value of products and services (provided such sales, products and services are made or performed in, at, from, with respect to, in connection with or arising out of the use of the Demised Premises, the Licensed Property or the Marks) (i) where the orders therefore originate in, at, from, with respect to, or arising out of the use of the Demised Premises, whether delivery or performance is made from the Demised Premises or from some other place, (ii) made or performed by mail, delivery service, telephone or e-mail or other form of communication, (iii) made or performed by means of mechanical or other vending devices in the Demised Premises, (iv) made by internet by Tenant or its Affiliates where the orders originate at the Demised Premises or from any website or other "virtual" sales mechanism, (v) which are attributed to the Demised Premises or the Tenant or its Affiliates or any permitted subtenants, licensees or concessionaires, when packaged with other attractions, goods or services; provided, however, to the extent Tenant and any Affiliate sells a discount ticket package, the pricing of the portion of such package that is attributable to the Demised Premises shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, (vi) which are received by Tenant or its Affiliates, or any permitted subtenants, licensees or concessionaires, with respect to any cross-marketing, cross-branding, other marketing or promotional activities, or other barter transactions in, at, from with respect to, or arising out of the use of, the Demised Premises or Licensed Property, (vii) which would have been received by Tenant or its Affiliates or any permitted subtenants, licensees or concessionaires at or with respect to the Demised Premises or Licensed Property but are provided without charge or at a below-market discount or in a barter transaction, to the extent that such amounts or value described in this

clause (vi) exceed in the aggregate $250,000 in any Lease Year (such $250,000 amount to be increased by CPI on each annual anniversary of the RCD), and (viii) which Tenant, in accordance with GAAP, would credit or attribute to its operations at the Demised Premises or any part thereof. Gross Sales shall also include any so-called "retail display allowances" or other promotional or advertising income received by or credited to Tenant on account of displays, promotions, advertising or other activities at the Demised Premises or any website associated with the Demised Premises or any business conducted therefrom. Any deposit not refunded shall be included in Gross Sales. All proceeds from Tenant's business interruption insurance policies relating to Tenant's operations in the Demised Premises shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of the time when Tenant receives payment therefore and without deduction for any fee payable to the credit issuer. For purposes of this definition of Gross Sales, "use of the Demised Premises" shall include without limitation use of any Licensed Property or any image or likeness of or incorporating a view from the Demised Premises, Building, World Trade Center or any part thereof. If Tenant or its Affiliates (as defined in this Section 1.01 without giving effect to this sentence) provide business services to a third party on a regular basis, such as are now provided to Circle Line, then such third party shall be deemed an Affiliate for purposes of this definition of "Gross Sales."

"Hazardous Materials" shall have the meaning set forth in Section 34.02 hereof.

"Holidays" or "holidays" shall mean all Building Service Employees Union Contract holidays of general applicability to all employees.

"HVAC" shall have the meaning set forth in Section 6.01B hereof.

"HVAC System" shall have the meaning set forth in Section 6.01B hereof.

"Indemnified Party Notice" shall have the meaning set forth in Section 16.01C hereof.

"Information Security Handbook" shall mean the handbook issued by the Port Authority relating to the procedures and practices that must be followed by all parties that receive Confidential Information and/or Confidential and Privileged Information disclosed by the Port Authority with respect to the Building and/or the World Trade Center, as the same may be modified or supplemented from time to time without the approval of Tenant. A copy of the current edition of the Information Security Handbook is attached hereto as Exhibit V.

"Institutional Lender" shall mean (a) a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), (b) an insurance company organized and existing under the laws of the United States or any state thereof, a real estate investment trust (or an umbrella partnership or other entity of which a public real estate investment trust is the majority owner), (c) a religious, educational or eleemosynary institution, a governmental agency, body or entity, an employee benefit, pension or retirement plan or fund, (d) a commercial credit corporation (such as General Electric Capital Corporation, GMAC, or AT&T Capital Corporation), (e) an investment bank, (f) a commercial bank or trust company acting as trustee or fiduciary of various pension funds or tax-exempt funds, or as trustee (or performing functions equivalent to those of a trustee) in connection with the issuance of any bonds or any other debt financing (securitized or otherwise), or a subtrustee (or performing functions equivalent to those of a trustee) of any such commercial bank or trust company acting as such trustee (or performing functions equivalent to those of a trustee) or (g) a special purpose corporation or other entity established for the purpose of securitized financing that is owned wholly by any other Institutional Lender or Institutional Lenders, or a corporation or other entity that is owned wholly by any other Institutional Lender or any trust or other securitization vehicle having a trustee of the type described in clause (f) or any combination of the foregoing; provided that each of the

above entities referred to in clauses (a) through (g), or any combination of such entities, shall qualify as an Institutional Lender only if each such entity (1) is subject to (i) the jurisdiction of the courts of the State of New York in any actions and (ii) the supervision of (A) the Comptroller of the Currency or the Department of Labor of the United States or the Federal Home Loan Bank Board or the Insurance Department or the Banking Department or the Comptroller of the State of New York, or the Board of Regents of the University of the State of New York, or the Comptroller of New York City or any successor to any of the foregoing agencies or officials, (B) any agency or official exercising comparable functions on behalf of any other state within the United States, (C) in the case of a commercial credit corporation, an investment bank or a real estate investment trust, the laws and regulations of the state of its incorporation or other formation, or (D) any federal, state or municipal agency or public benefit corporation or public authority advancing or insuring mortgage loans or making payments that, in any manner, assist in the financing, development, operation and maintenance of improvements; and (2) shall have a net worth of not less than $2,000,000,000 and net assets of not less than $10,000,000,000.

"Interim Loading Dock" shall have the meaning set forth in the Work Letter.

“Issuing Bank” shall have the meaning set forth in Section 38.02 hereof.

"JAMS Rules" shall have the meaning set forth in Section 25.01 hereof.

"Key Managers" shall mean those persons serving in the positions identified on Exhibit Y hereto, provided that each such person shall have been approved for the applicable position by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Each Key Manager's area of responsibility is described on Exhibit Y hereto.

"Key Persons" shall mean (i) for the period beginning on the Execution Date and continuing through the day immediately prior to the Occupancy Date, those persons identified on Exhibit Z hereto and (ii) for the period beginning on the Occupancy Date and continuing through the last day of the Stabilization Period, those persons identified on Exhibit Z-1 hereto. Each Key Person's area of responsibility is described on Exhibit Z or Exhibit Z-1 hereto, as applicable.

"Land" shall mean the land described on Exhibit E annexed hereto and made a part hereof, in the Borough of Manhattan, City, County and State of New York.

"Landlord" shall mean WTC Tower 1 LLC, a Delaware limited liability company, and its successors and assigns.

"Landlord Entity" shall mean the named Landlord herein (i.e., WTC Tower 1 LLC), its constituent members, and its parent companies, affiliates, subsidiaries and successors, provided that the Port Authority shall not be a Landlord Entity.

"Landlord Party" shall mean any of Landlord, any Landlord Entity, the Port Authority and each of their respective direct and indirect commissioners, partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents and representatives.

“Landlord Visitors” shall have the meaning set forth in Section 43.03 hereof.

"Landlord's Architect" shall mean Skidmore, Owings & Merrill LLP or another architect selected by Landlord to design the Building, provided that Landlord shall deliver a Routine Notice to Tenant of any such selection of another architect.

"Landlord's Cost" shall mean, in connection with the performance by Landlord and/or Landlord's managing agent (or any third party designated by Landlord or Landlord's managing agent) of any work or service on behalf of Tenant pursuant to the terms of this Lease (including to the extent applicable pursuant to the Rules and Regulations Regarding Alterations attached hereto as Exhibit C), (i) in the case of any work or service performed by Landlord's employees (or the employees of a Landlord Party or of Landlord's managing agent), the amounts as listed on Exhibit BB annexed hereto, or, if the charge for such work or services is not set forth on Exhibit BB, an amount determined by Landlord that is a reasonable market-rate charge therefor in Comparable Buildings, or (ii) in the case of services for which the amount to be paid to Landlord is expressly set forth in this Lease, such as the Fixed Expense Payment and the amount payable for domestic water under Section 6.01D, the amount so stated, or (iii) in case of any work or service performed by, or materials and supplies provided by, an independent third party designated by Landlord and/or Landlord's managing agent, the amount paid to such independent third party in connection with such work or service or such materials and supplies (together with a mark-up of ten percent (10%) on account of overhead and profit). Notwithstanding the foregoing, Tenant acknowledges that (x) to the extent the Landlord is then performing any Additional Work under the Work Letter, the permitted aggregate markups set forth in the Work Letter shall be applicable to the work and services set forth above and shall be included within Landlord's Cost in lieu of the amounts set forth above and (y) the foregoing terms of this definition are subject to (a) any applicable union rules from time to time, including with respect to the minimum number of hours of operation thereof and (b) the security protocols and billing practices adopted from time to time by Landlord for the Building. Exhibit BB shall be amended from time to time at Landlord's request to add other personnel together with hourly rates that are reasonable market rates for Comparable Buildings.

"Landlord's Delay" shall have the meaning set forth in the Work Letter.

"Landlord's Engineer" shall have the meaning set forth in the Work Letter.

"Lease Year" means twelve (12) successive calendar month periods during the Term provided that any partial month at the beginning of the Term shall be included in the first Lease Year.

"Legal Requirements" shall mean any and all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, code, executive orders, and any judicial interpretations thereof, extraordinary as well as ordinary, of all Governmental Authorities, including the ADA, the Port Authority Manual and any law of like import, any memoranda and letter agreements between the Port Authority and the New York City Fire Department, the New York City Police Department and the New York City Department of Buildings, and all rules, regulations and government orders with respect thereto and any of the foregoing relating to environmental matters, Hazardous Materials, public health and safety matters, and any fire rating organizations or insurance entities performing substantially similar functions to the New York Board of Underwriters and the New York Fire Insurance Rating Organization (while such organizations were in existence), in each case, affecting the Real Property or the Demised Premises or the maintenance, use or occupation thereof, or any street or sidewalk comprising a part of or in front thereof or any vault in or under the Real Property. Notwithstanding anything in this Lease or the Work Letter to the contrary, Landlord and Tenant agree that for all purposes of this Lease, (a) each reference herein and therein to the term "Legal Requirements" with respect to all Alterations (including Tenant's Work) shall refer to Tenant's Work Code (as opposed to the Basic Construction Code) and (b) each reference herein and therein to the term "Legal Requirements" with respect to Basic Construction shall refer to the Basic Construction Code (as opposed to Tenant's Work Code).

"Letter of Credit" shall have the meaning set forth in Section 38.02 hereof.

"License Agreement" shall mean that certain License Agreement dated as of even date herewith, executed and delivered by the parties concurrently herewith, in substantially the form of Exhibit AA hereto, and any modifications, supplements or amendments thereto or restatements thereof.

"Licensed Property" shall have the meaning set forth in the License Agreement.

"Limited Casualty Restoration Work" shall mean all repair and restoration work to the Demised Premises (other than Tenant's Insurable Property) and the Building that shall be required following a casualty so that Tenant and its contractors shall be reasonably able in accordance with good construction practice to perform their construction, repair and restoration work to Tenant's Insurable Property (e.g., reasonable access to the damaged portions of the Demised Premises for the delivery of contractors' work materials and access by contractors' employees and the delivery of all required services thereto solely for the performance of construction, repairs, restoration and other services in connection therewith, including the operation and testing of systems).

"Litigation Legislation" shall mean the concurrent legislation of the State of New York and the State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated. Laws §§ 7101-7112), and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. §§ 32:1-157 to 168), as each of them may be amended from time to time.

“Local Competing Property” shall have the meaning set forth in Section 44.01 hereof.

"Main Lobby" shall mean the ground floor lobby of the Building, used by office tenants, with entrances on the north, south and east sides of the Building.

"Marks" shall mean the Trade Name and the Logo (as depicted in the License Agreement), and any other marks, terms or designations agreed to in writing by the Landlord and Net Lessor.

"Material Alterations" shall have the meaning set forth in Section 13.01A hereof.

"Milestone Date Agreements" shall mean agreements in recordable form stating, among other things, as applicable, the Delivery Dates, the RCD, the Occupancy Date and/or the Expiration Date (and other dates, obligations or rights of the parties which may be affected by the determination of such dates).

"Minimum Insurer Standards" shall have the meaning set forth in Section 16.02 hereof.

"Monthly Statement" shall have the meaning set forth in Section 3.02.E hereof.

"Mortgagee Rent Cure Amount" shall mean an amount equal to the total amount then due and unpaid by Tenant hereunder, including without limitation for (i) Fixed Rent, (ii) Percentage Rent, (iii) Additional Rent, (iv) charges for services provided to Tenant by Landlord, (v) self-help costs under Section 14.01, (vi) any late charges then due, (vii) litigation costs and expenses under Section 32.05 with respect to any of the foregoing, and (viii) interest at the Prime Rate on the foregoing amounts, which interest shall continue to accrue following any termination of this Lease until the Mortgagee Rent Cure Amount is actually paid.

"Net Lease" shall mean that certain Second Amended and Restated Agreement of Lease, dated as of July 16, 2001, as amended to date, by and between the Port Authority, as lessor, and Landlord,

as lessee, as the same may hereafter be modified, amended, revised, restated or supplemented from time to time.

"Net Lessees" shall mean Landlord, the lessees of Two, Three, Four and Five World Trade Center, and their successors and assigns.

"Net Lessor" shall mean the Port Authority, or any successor thereto, in either case in its capacity as lessor under the Net Lease.

"Network" shall have the meaning set forth in Section 13.04I hereof.

"Non-Competing Event" shall mean any Special Event which (i) is non-commercial, non-revenue-generating and not-for-profit (whether sponsored by any private Person or otherwise), and (ii) either (a) is sponsored by (x) certain tenants (other than Tenant) of the Building and Two, Three, Four and Five World Trade Center, (y) Net Lessees or non-lessee owners of portions of the World Trade Center, or (z) the Port Authority or PATH primarily to promote the Port Authority's or PATH's respective programs or projects to the extent that the same are related to the World Trade Center, or (b) is held primarily to commemorate a recognized event of international, national or local significance (such as the terrorist attacks of September 11, 2001), or (c) is held primarily to promote a public, educational, religious, cultural or charitable purpose.

"Non-Competing Signage" shall mean any Sign which (a) is not a Revenue Generating Sign, (b) is in compliance with the Non-Competing Signage Plan, and (c) (i) is temporary and reasonably necessary to promote, or otherwise ancillary to, a Non-Competing Event (even if containing the names, logos or other indicia of any private Person sponsoring such Non-Competing Event), (ii) (x) is permanent or fixed or temporary in nature on the exterior facades, entrances, or within the lobbies of a tower or a significant improvement related to such tower (such as a public atrium or observation deck) or to the World Trade Center that is open to the public and identifies the name of such tower or significant improvement, or the ownership of such tower or significant improvement or a space tenant in such tower, (y) is permanent or temporary and is installed within a space tenant's demised premises, or (z) is temporary and identifies an occurrence of commercial or historic significance for a space tenant of tower 1, tower 2, tower 3, tower 4 or tower 5 or for the Port Authority or PATH, (iii) identifies or promotes the Port Authority or PATH, or the Port Authority's or PATH's respective programs or projects to the extent that the same are related to the World Trade Center, (iv) commemorates a recognized event of international, national or local significance (such as the terrorist attacks of September 11, 2001), (v) promotes a public, educational, religious or charitable purpose or (vi) constitutes a common instructional, wayfinding or other directional sign for the World Trade Center complex.

"Non-Competing Signage Plan" shall mean the plan governing the design, erection, installation, display and maintenance of Non-Competing Signage at the World Trade Center, developed from time to time in accordance with the Retail Net Lease.

"Non-Disturbance Agreement" shall mean a subordination, attornment and non-disturbance agreement duly executed and acknowledged by a Superior Mortgagee or Superior Lessor, as the case may be, and Tenant, in recordable form, and on either (i) the forms of Non-Disturbance Agreement annexed hereto as Exhibits G and H, respectively or (ii) the Superior Mortgagee's or Superior Lessor's (as the case may be) then-standard form of non-disturbance agreement, provided such form shall be not materially less favorable in substance to Tenant than the forms of Non-Disturbance Agreement annexed hereto as Exhibits G and H, respectively.

"Non-Renewal Notice" shall have the meaning set forth in Section 38.02B hereof.

"Notice" or "notice" shall mean any written notice, statement, certificate, request or demand permitted or required to be given by Landlord or Tenant to the other in accordance with the terms and provisions of this Lease. Notices (and notices) shall be delivered (and deemed delivered) in the manner set forth in Article 24 hereof.

"NYPA" shall have the meaning set forth in Section 7.04A hereof.

"Observation Deck" shall mean the one hundredth (100th) through one hundred second (102nd) floors of the Building as shown on the Floor Plans attached as Exhibit D, which contain the observation deck and associated concessions which shall be operated by Tenant pursuant to this Lease. Except for the portions of such floors that shall be part of the Building Common Areas in accordance with the terms of the definition herein of such term, the Observation Deck shall not be part of the Building Common Areas.

"Observation Deck Elevators" means those certain elevators and escalators shown on Exhibit B and Exhibit D attached hereto which exclusively serve the Observation Deck or the Observation Deck Public Lobby, together with any other elevators or escalators installed by Tenant in the Demised Premises.

"Observation Deck Exclusive Lobby" shall mean the portion of the lobby located on the B2 level of the Building more particularly shown on Exhibit B attached hereto, which shall be operated by Tenant pursuant to this Lease and shall contain concessions and other ancillary services with respect to the Observation Deck as described herein. The Observation Deck Exclusive Lobby shall include the Observation Deck Elevators, and shall not include the Observation Deck Public Lobby.

"Observation Deck Public Lobby" shall mean the portions of the lobbies located on the B2 and ground floor levels of the Building more particularly shown on Exhibit B attached hereto, including the elevators, escalators and stairs located therein, which shall be used for access by the public to the Observation Deck and shall also be used by occupants of the Building and the public to access other areas and facilities within the WTC, including without limitation public transportation facilities, and shall not include the Observation Deck Exclusive Lobby. The boundary between the Observation Deck Exclusive Lobby and the Observation Deck Public Lobby on the B2 level of the Building as shown on Exhibit B is approximate only and the final location of the boundary shall be reasonably determined by Landlord and Tenant (and Exhibit B shall be amended to show such location) in connection with the preparation of plans for the Tenant's Work under the Work Letter. To the extent that Landlord needs to relocate such boundary to meet the requirements of QAD, FDNY, PAPD or NYPD, then the parties shall similarly adjust such boundary provided that such relocation shall not have a material adverse effect to Tenant and any reasonable, actual, out-of-pocket costs incurred by Tenant with respect to such relocation shall be reimbursed to Tenant by Landlord, except that the parties acknowledge that any elements of the Tenant’s business shown in the concept plans attached as Exhibit A as occurring within the area shown as Observation Deck Public Lobby on Exhibit B shall be relocated at Tenant’s expense.

"Observation Deck Reimbursable Expenses" shall have the meaning set forth in Section 29.03 hereof.

"Observation Deck Uses" shall have the meaning set forth in Section 5.01.

"Observation Deck Work" shall have the meaning set forth in Section 29.03 hereof.

"Occupancy Date" shall mean the date on or after the TPTO Date upon which Tenant first opens for the conduct of business in any portion of the Premises, it being expressly understood that the

presence of Tenant's technical people in the Demised Premises to install and test the operation of Tenant's computers and other systems and equipment shall not be deemed the conduct of business by Tenant.

"OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and accessible through the internet website www.treas.gov/ofac/t11sdn.pdf or any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any authorizing statute, executive order or regulation.

"Office Operating Hours" shall mean between 8:00 AM and 6:00 PM New York City Time on Business Days.

"Other Party" shall have the meaning set forth in Section 32.17B hereof.

"PATH" shall mean the Port Authority Trans-Hudson Corporation, and any successor agency, office or department thereto.

"Percentage Rent" shall have the meaning set forth in Section 3.02 hereof.

"Percentage Rent Breakpoint" shall have the meaning set forth in Section 3.02 hereof.

"Percentage Rent Breakpoint One" [redacted]

"Percentage Rent Breakpoint Two" [redacted]

"Percentage Rent Calculation Date" shall mean the last day of the calendar month immediately preceding the date on which a payment of Percentage Rent is due under Section 3.02 hereof.

"Percentage Rent Pro-Rated Breakpoint" [redacted]

"Percentage Rent Rate" shall have the meaning set forth in Section 3.02A hereof.

"Permitted Closure" shall have the meaning set forth in Section 5.08 hereof.

“Person” shall have the meaning set forth in the definition herein of the term “Affiliate.”

"PILOT" shall have the meaning set forth in Section 4.05A(i) hereof.

"PILOT Agreement" shall have the meaning set forth in Section 4.05A(ii) hereof.

"PILOT Escalator" shall have the meaning set forth in Section 4.05A(iv) hereof.

"PILOT Estimate Statement" shall have the meaning set forth in Section 4.05C hereof.

"PILOT Rate" shall have the meaning set forth in Section 4.05A(v) hereof.

"PILOT Semi-Annual Period" shall have the meaning set forth in Section 4.05A(vi) hereof.

"PILOT Space" shall have the meaning set forth in Section 4.05A(vii) hereof.

"PILOT Square Feet" shall have the meaning set forth in Section 4.05A(viii) hereof.

"PILOT Statement" shall have the meaning set forth in Section 4.05C hereof.

"Port Authority" shall mean The Port Authority of New York and New Jersey or any successor thereto.

"Port Authority Captive" shall have the meaning set forth in Section 16.09D hereof.

"Port Authority Manual" shall mean, collectively, (i) the Tenant Construction Review Manual dated March 2003 with respect to Basic Construction and December 2008 with respect to Alterations by Tenant (including Tenant's Work), (ii) the Tenant Construction and Alteration Process Manual dated January, 2013, (iii) World Trade Center Site Rules and Regulations effective October, 2009 and (iv) the Security Guidelines (it being acknowledged that the Security Guidelines have not yet been promulgated by the Port Authority and will automatically become part of the Port Authority Manual upon their promulgation), as all of the foregoing items shall exist as of the Execution Date and as the same may be modified or supplemented from time to time following the Execution Date without the approval of Tenant.

"Post-Foreclosure Guaranteed Amounts" means amounts due from Tenant for damages suffered by Landlord arising from a breach of this Lease by Tenant prior to the date that, pursuant to Section 45.01, a Tenant default is cured by a Leasehold Mortgagee or a new lease is given to a Leasehold Mortgagee after the termination of this Lease, other than amounts due from Tenant for (i) Fixed Rent, (ii) Percentage Rent, (iii) Additional Rent, (iv) charges for services provided to Tenant by Landlord, (v) self-help costs under Section 14.01, (vi) any late charges then due, (vii) litigation costs and expenses under Section 32.05 with respect to any of the foregoing, and (viii) interest at the Prime Rate on the foregoing amounts, which interest shall continue to accrue following any termination of this Lease until the Mortgagee Rent Cure Amount is actually paid.

"Premier Facility" shall mean an internationally-recognized landmark entertainment and tourist destination located within a first-class trophy office building that is among the most prominent within the metropolitan area where such building is located.

"Premier Facility Standard" shall mean the then-existing standards for the design, construction, operation, maintenance, repair, programming and marketing of Premier Facilities.

"Premises Expenses" shall have the meaning set forth in Section 4.02H hereof.

"Premises Operating Hours" shall mean between 10:00 A.M. and 10:00 P.M. New York City time, every day during the Term, provided that Tenant may, from time to time by Routine Notice to Landlord alter the Premises Operating Hours to begin at any time between 8:00 A.M. and 10:00 A.M. and/or to end at any time between 10:00 P.M. and midnight.

"Prime Rate" shall mean, for any period of time during the term of this Lease, two (2%) percent per annum above the then published annual prime interest rate upon unsecured loans charged by JPMorgan Chase Bank (or (a) Citibank, if JPMorgan Chase Bank shall not then have an announced prime

rate or (b) another national bank reasonably designated by Landlord, if neither JPMorgan Chase Bank nor Citibank shall then have an announced prime rate) on loans of ninety (90) days.

"Prohibited Person" has the meaning set forth in Section 32.20B hereof.

"Prohibited Work" shall mean any Alterations creating excessive noise or fumes (including, any Alteration(s) involving (a) demolition; (b) cutting, trenching, chopping and drilling of floor slabs; (c) shooting fasteners into slab, floor or overhead; (d) spraying of paint or other coatings; (e) disconnects or shutdowns affecting other tenants or other parts of the Building; (f) burning or welding of steel which causes fumes to be transmitted to other parts of the Building; or (g) the use of air-hammers or concrete saws), together with any other Alterations so designated in the Rules and Regulations Regarding Alterations attached hereto as Exhibit C.

"Prohibited Work Floor" shall have the meaning set forth in Section 13.01B hereof.

"Public Event" shall have the meaning provided in the REOA.

"Qualified Operator" shall mean an operator of the Demised Premises that is considered by the Landlord and the Net Lessor, each in its good faith discretion, to be qualified to operate the facility therein in a manner consistent with the operation of other Premier Facilities including, without limitation, by virtue of (i) having financial capacity and capability, business reputation, and experience in venue design, construction, marketing and operation of other Premier Facilities at least comparable to Tenant and Tenant's Parent as of the Effective Date, and (ii) having designated Key Managers who have at least the same level of relevant skill, knowledge and experience as the Key Persons as of the Effective Date.

"Quality Assurance Division" or "QAD" shall mean collectively, the departments and/or divisions within the Port Authority that are responsible for certain matters relating to the Port Authority Manual and compliance with Legal Requirements, including the Quality Assurance Division (QAD), the Resident Engineer's Office (REO), the Engineering and Architectural Design Division (EADD), the Office of Energy and Environmental Programs (OEPP), the Operations Services Department, the Risk Finance Department, the Departmental Planning Division (Port Planning), Departmental Security and Technology, the Law Department, the Technology Services Department, the Operating and Maintenance Divisions, the Office of Business Diversity and Civil Rights (OBDCR) / Affirmative Action Office (AAO) and Properties or Leasing.

"RARD Outside Date" shall have the meaning set forth in Section 29.03 hereof.

"Real Property" shall mean, collectively, the Building, the Land and the Appurtenances (as defined in Section 2.1.1 of the Net Lease).

"Recurring Additional Rent" shall mean, collectively, Tenant's CAM Payment, Tenant's Expense Payment, Fixed Expense Payments, Tenant's PILOT Payment, and to the extent same become applicable in accordance with Section 4.05G hereof, Tenant's Tax Payments.

"Rent" or "rent" shall mean all Fixed Rent, Percentage Rent, Additional Rent or other charges payable under this Lease (including Recurring Additional Rent).

"Rent Commencement Date" or "RCD" shall mean the date which is the earlier of (i) the later of (A) fifteen (15) months after the First Delivery Date (or the date on which the First Delivery Date is deemed to have occurred under the Work Letter) or (B) fourteen (14) months after the Final Delivery Date (or the date on which the Final Delivery Date is deemed to have occurred under the Work Letter), in

each case extended on a day for day basis with respect to any delays caused by Force Majeure and/or Landlord's Delay or (ii) the Occupancy Date.

"REOA" shall mean that certain Reciprocal Easement and Operating Agreement of the West Portions of the World Trade Center dated as of November 16, 2006 by and among the Port Authority, 1 World Trade Center LLC and WTC Retail LLC, as the same may be amended, modified, revised or supplemented from time to time.

"Replacement L/C" shall have the meaning set forth in Section 38.06 hereof.

"Replacement Notice" shall have the meaning set forth in Section 38.06 hereof.

"Required Additional Reasonable Documentation" shall have the meaning set forth in Section 29.03 hereof.

"Retail Net Lease" shall mean that certain Agreement of Lease dated as of May 17, 2012 by and between the Port Authority and Retail Tenant, and the same may be modified, amended, renewed, restated or supplemented from time to time.

"Retail Project" shall mean that certain retail project contemplated by the Retail Net Lease.

"Retail Tenant" shall mean New WTC Retail Owner LLC, and its successors-in-interest with respect to the Retail Project and the Retail Net Lease.

"Retail Tenant Affirmative Signage Rights" shall mean the right of the Retail Tenant under the Retail Net Lease to design, install and operate (i) an interactive directory relating to the Retail Tenant's retail operations at the World Trade Center that identifies, among other things, the identities and locations at the World Trade Center of subtenants and licensees of Retail Tenant, within the Premises on level B2, provided that the design and location of such directory be complimentary with the interior architecture of the Premises on level B2, and (ii) a signage/branding opportunity that appropriately promotes the Retail Project and the areas licensed to the Retail Tenant and the Retail Tenant's retail operations at the World Trade Center, located in two of the three upper floors of the Observation Deck, in such locations as may be reasonably agreeable to the Retail Tenant in good faith, in each case at no fee or charge payable to Tenant or otherwise hereunder for the use of the space where the directory and the signage/branding opportunity is to be located, with such installation to be at Retail Tenant's expense.

"Retail Tenant Rights" means the Exclusive Retail Rights and the Retail Tenant Affirmative Signage Rights.

"Revenue Generating Sign" shall mean a Sign, located in or visible from public areas, displaying an advertisement and for which a fee is paid by a third party.

"Revised Estimate" shall have the meaning set forth in Section 4.03B(i) hereof.

"Routine Notice" shall have the meaning set forth in Section 24.02 hereof.

"Rules and Regulations" means, collectively, (i) the Rules and Regulations Regarding Alterations and Building Standards attached hereto and incorporated herein as Exhibit C, and (ii) the Rules and Regulations attached hereto and incorporated herein as Exhibit N (unless the context refers specifically to only Exhibit C or Exhibit N), in either case as the same may be revised in accordance with

Article 26 hereof. Tenant acknowledges and agrees that the Rules and Regulations Regarding Alterations and Building Standards attached as Exhibit C have been prepared with respect to office space, are in draft form, and may be modified as reasonably determined by Landlord or the Net Lessor to reflect future revisions and provisions applicable to space for public assembly type uses. Landlord shall provide any such modifications to the Rules and Regulations Regarding Alterations and Building Standards by Notice to Tenant, and upon such notice the modified Rules and Regulations Regarding Alterations and Building Standards shall be deemed to be attached hereto as part of Exhibit C in substitution for the prior version.

"Screening Protocols" means the security and screening requirements set forth on Exhibit S attached hereto as the same may be revised from time to time in accordance with Section 5.10 hereof.

"Secure Information" shall have the meaning set forth in Section 32.17B hereof.

“Security Deposit” shall have the meaning set forth in Section 38.01 hereof.

"Self-Insure" shall have the meaning set forth in Section 16.09E hereof.

"Signs" shall mean signs, lettering, posters, advertising, displays and similar media and devices.

"Special Events" shall mean Public Events or any other concert, fair, trade show, or other assembly, taking place at the World Trade Center.

"Special Purpose Entity" means a Delaware limited liability company that: (a) shall not commingle assets with those of any other person or entity and shall not engage in any business or activity unrelated to the use or operation of the Demised Premises and the sale of Licensed Property; (b) conducts its business in its own name; (c) maintains separate bank accounts, books, records and financial statements; (d) pays its own liabilities out of its own funds; (e) maintains adequate capital in light of contemplated business operations (but this clause (e) shall not be interpreted to require any contributions of capital from the members of such limited liability company or any other person); (f) observes all organizational formalities; (g) maintains an arm's length relationship with each of its Affiliates to the extent necessary for Tenant to maintain its status as a bankruptcy remote entity; (h) pays the salaries of its own employees and maintains a sufficient number of employees in light of contemplated business operations; (i) except as expressly permitted under this Lease, shall not incur any debt and shall not guarantee or become obligated for the debts of any other person or entity or hold out its credit as being available to satisfy the obligations of any other person or entity; (j) shall not acquire obligations or securities of any of its Affiliates; (k) shall not make loans to any other person or entity; (l) allocates fairly and reasonably any overhead for shared office space, if any; (m) except as expressly permitted under this Lease, shall not pledge its assets for the benefit of any other person or entity; (n) holds itself out as a separate entity, and shall not fail to correct any known misunderstanding regarding its status as a separate entity; (o) shall not identify itself or any of its Affiliates as a division or part of the other; (p) except as may otherwise be permitted under this Lease, shall not merge into or consolidate with any other entity, or terminate, transfer or otherwise dispose of all or substantially all of its assets, or change its legal structure; (q) shall not institute or consent to a Bankruptcy Event with respect thereto, except with the consent of an unrelated and independent third party "manager" (as defined in the Delaware Limited Liability Company Act, 6 Del. C. § 18 101 et seq., as the same may be modified, amended, revised, restated or supplemented from time to time) thereof; (r) is at all times governed by organizational documents that prescribe the foregoing and provide for an unrelated and independent third party to become the non-managing member thereof upon the occurrence of any Bankruptcy Event with respect to (as applicable) its sole member or each of its members; and (s) has complied with the foregoing at all times since its formation.

"Specialty Alterations" shall mean any Alterations which, in Landlord's reasonable discretion, are of a specialized nature, including the following: interior modifications to elevator cabs; all Alterations to the Observation Deck Public Lobby and to the Observation Deck Exclusive Lobby; audio, visual or other technology systems; internal staircases installed by or at the request of Tenant; floor openings or other vertical penetrations, whether for such staircases or other installations between floors, installed by or at the request of Tenant; generators; reinforced and/or raised flooring, and any associated ramp(s), installed by or at the request of Tenant; any automated management system installed by or at the request of Tenant; Hazardous Materials introduced into the Demised Premises by Tenant; vaults installed by or at the request of Tenant; Alterations affecting the roof or facade of the Building or its windows (including louvers and dampers) installed by or at the request of Tenant; any Supplemental HVAC System installed by or at the request of Tenant; Tenant's Special Equipment; and any other Alterations installed by or at the request of Tenant so designated pursuant to the terms of Exhibits C or J attached hereto.

"Stabilization Period" means the period commencing on the Execution Date and expiring on the last day of the calendar month in which the first (1st) anniversary of the RCD occurs.

"Substantial Completion" or "substantially complete" shall have the meaning set forth in the Work Letter.

"Successor" shall have the meaning set forth in Section 8.06 hereof.

"Superior Leases" shall have the meaning set forth in Section 9.02A hereof.

"Superior Lessor" shall mean the lessor under a Superior Lease.

"Superior Mortgagee" shall mean the holder of a Superior Mortgage.

"Superior Mortgages" shall have the meaning set forth in Section 9.02A hereof.

"Supplemental HVAC System" shall have the meaning set forth in Section 6.06A hereof.

"Tax Year" shall have the meaning set forth in Section 4.05A(x) hereof.

"Taxes" shall have the meaning set forth in Section 4.05A(xi) hereof.

"Tenant" shall mean Legends OWO, LLC, and its successors and permitted assigns.

"Tenant Business Plan" shall mean the business plan attached hereto as Exhibit X, as the same may be revised from time to time in accordance with Section 5.11 hereof.

"Tenant Guarantor" shall mean Legends Hospitality Holding Company, LLC, a Delaware limited liability company or any successor thereto or a Substitute Guarantor, upon and subject to the applicable terms of the Tenant Guaranty.

"Tenant Guaranty" shall mean that certain guaranty of Tenant Guarantor, in the form attached hereto as Exhibit W-2, executed and delivered concurrently with the execution and delivery of this Lease.

"Tenant Non-Compete Parties" shall have the meaning set forth in Section 44.01 hereof.

"Tenant Ownership/Control Requirement" as of any particular date means that (1) Tenant is then a Special Purpose Entity; (2) Tenant is wholly controlled and directly or indirectly 100% owned by Tenant's Parent; (3) during the Stabilization Period, the Key Persons (or in the case of the termination, resignation, death, insanity, or incapacity of a Key Person, one or more substitute Key Persons approved in writing by Landlord) are responsible for, and fully and actively involved on a day-to-day basis in the management and affairs of the Premises with respect to his or her designated area of responsibility, (4) throughout the Term, the Key Managers (or (a) in the case of the termination, resignation, death, insanity, or incapacity of a Key Manager, one or more substitute Key Managers reasonably approved in writing by Landlord, or (b) in the case of Landlord's good faith election to require replacement of one or more of the Key Managers, one or more substitute Key Managers reasonably approved in writing by Landlord) are responsible for and actively and materially involved on a full-time basis in the management and operation of the Premises with respect to his or her designated area of responsibility, and (5) Tenant's Parent and each direct or indirect owner of Tenant's Parent is able to truthfully make each of the representations set forth in Section 32.20A and any other representations regarding security required of other tenants in the Building.

"Tenant Party" shall mean any of Tenant, any Tenant Affiliate, any subtenant, assignee or other occupant of the Premises, and each of their respective direct and indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents and representatives.

"Tenant's CAM Payment" shall have the meaning set forth in Section 4.04A hereof.

"Tenant's Casualty Abatement Period" shall mean, subject to extension pursuant to the terms of Section 17.04B hereof, a period of (a) four (4) months, if the damaged portion of the Premises consists solely of all or a material portion of one (1) full floor or less and (b) six (6) months, if the damaged portion of the Premises consists of all or a material portion of more than one (1) full floor (or the equivalent amount of Usable Area) or the Observation Deck Exclusive Lobby.

"Tenant's Communications Equipment" shall have the meaning set forth in Section 13.04I hereof.

"Tenant's Delay" shall have the meaning set forth in the Work Letter.

"Tenant's Expense Payment" shall have the meaning set forth in Section 4.03A hereof.

"Tenant's Expense Share" shall have the meaning set forth in Section 4.02G hereof.

"Tenant's Freight Elevator Share" shall have the meaning set forth in Section 6.01A(2).

"Tenant's Insurable Property" shall have the meaning set forth in Section 17.01 hereof.

"Tenant's Milestone Schedule" shall have the meaning set forth in the Work Letter.

"Tenant's Parent" means Legends Hospitality Holding Company, LLC, a Delaware limited liability company or, in the event of an assignment of this Lease permitted under Section 8.06(1), the parent entity of the Successor that is Tenant hereunder following such assignment.

"Tenant's PILOT Payment" shall have the meaning set forth in Section 4.05B hereof.

"Tenant's Premises Expenses Payment" shall have the meaning set forth in Section 4.03A hereof.

"Tenant's Property" shall have the meaning set forth in Section 13.03 hereof.

“Tenant’s Security Plan” shall have the meaning set forth in Section 5.10 hereof.

"Tenant's Special Equipment" shall mean the hot water heater and exhaust fans for the Observation Deck to be installed by Tenant outside the Demised Premises in locations shown on the Final Basic Building Plans, and any other equipment installed outside the Demised Premises by Tenant with Landlord's approval which may be given or withheld in Landlord's sole discretion.

"Tenant's Tax Payment" shall have the meaning set forth in Section 4.05G(i) hereof.

"Tenant's Work" shall have the meaning set forth in the Work Letter.

"Tenant's Work Code" shall have the meaning set forth in the Work Letter.

"Term" or "term" shall mean the term of this Lease commencing on the Commencement Date and ending on the Expiration Date.

"Termination Date" shall have the meaning set forth in Section 17.02C hereof.

"TPTO Date" shall have the meaning set forth in the Work Letter.

"Trade Name" shall mean the trademark and service mark "One World Observatory", or such other trademark and service mark as is approved by Landlord and Net Lessor in their reasonable discretion for use by Tenant with respect to the Facility during the term of this Lease.

“Travel Times Survey” shall have the meaning set forth in Section 47.01 hereof.

"TRIA" shall mean the Terrorism Risk Insurance Act of 2002, as extended and amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, and as further extended and amended from time to time.

"Usable Area" shall mean with respect to the Building or any leasable portion thereof (a) the usable area of each floor of the Building or such portion, as applicable, calculated in accordance with the Real Estate Board of New York Recommended Method of Floor Measurement for Office Buildings, effective January 1, 1987 and as subsequently amended in 2003 as if such floor were a single tenant floor or (b) the usable area of below grade, cellar and sub-cellar space calculated in accordance with the Real Estate Board of New York Recommended Method of Floor Measurement for Office Buildings, effective January 1, 1987 and as subsequently amended in 2003, as the case may be.

"West Plaza" shall mean the exterior plaza and stairs as shown on Exhibit D, which shall be the primary entrance for visitors to the Demised Premises.

"Wi-Fi" shall have the meaning set forth in Section 13.04I hereof.

"Work Letter" shall mean the work letter attached hereto and made a part hereof as Exhibit J.

"Workers Comp Coverage" shall have the meaning set forth in Section 16.02 hereof.

"World Trade Center" or "WTC" shall mean that certain facility of commerce commonly and colloquially known as the "World Trade Center" and located in the Borough of Manhattan, City, County and State of New York, comprised of approximately 16 acres.

1.02 Leasing of the Demised Premises. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Demised Premises.

The leasing of the Demised Premises by Tenant shall include the right of Tenant to (a) access the Building Common Areas in common with other tenants in the Building and (b) use all fixtures, improvements and betterments owned or leased by Landlord which, at any time during the term of this Lease, are attached to or installed in the Demised Premises, all subject to such restrictions, rules, regulations, security arrangements and charges (if any) as are provided for in this Lease.

TO HAVE AND TO HOLD unto Tenant, its successors and permitted assigns, for the Term, YIELDING AND PAYING the rents and additional rents hereinafter set forth, all on the covenants, conditions and agreements hereinbefore and hereinafter stated.

ARTICLE 2

COMMENCEMENT OF TERM; ACCESS TO AND POSSESSION OF DEMISED PREMISES; COMPLETION OF THE DEMISED PREMISES

2.01 Commencement of Term. The term of this Lease shall commence on the Commencement Date, and the payment of Fixed Rent, Percentage Rent, and Additional Rent (other than charges for work, electricity, elevators and other utilities, materials and services as set forth in the Work Letter) shall commence on the Rent Commencement Date.

2.02 Performance of Basic Construction. After the Execution Date, Landlord shall diligently complete Basic Construction upon and subject to the terms of the Work Letter.

2.03 Access by Tenant. Tenant shall have the right of access both prior to the First Delivery Date and from and after the First Delivery Date through the Commencement Date upon and subject to the applicable terms of the Work Letter.

2.04 Milestone Date Agreement. Promptly after the Delivery Dates, the RCD, the Occupancy Date, and/or the date upon which the Expiration Date can be determined, Landlord and Tenant, at Landlord's or Tenant's request, will execute a Milestone Date Agreement with respect to any or each of the above dates. Tenant's or Landlord's failure or refusal to sign the same shall in no event affect the determination by Landlord of such dates in accordance with the terms of this Lease.

2.05 Section 223 Waiver. The parties agree that Tenant expressly waives any right to rescind this Lease under Section 223-a of the New York Real Property Law or under any present or future statute of similar import then in force and the right to recover any damages, direct or indirect, which may result from Landlord's failure to timely deliver possession of any portion of the Demised Premises, it being agreed that any such failure on Landlord's part may nonetheless result in certain penalties to the extent expressly provided in the Work Letter. Tenant agrees that the provisions of this Section are intended to constitute "an express provision to the contrary" within the meaning of said Section 223-a to the extent herein provided.

ARTICLE 3

RENT

3.01 Fixed Minimum Rent.

A. During the term of this Lease, Tenant agrees to pay to Landlord an annual fixed minimum rent, exclusive of Percentage Rent, in lawful money of the United States, in the following amounts (collectively, the "Fixed Rent"):

[redacted] for the first Lease Year commencing on the RCD; and

(ii) for each subsequent Lease Year an amount per annum equal to [redacted] of the Fixed Rent for the immediately prior Lease Year.

B. [Intentionally omitted.]

C. Fixed Rent shall be payable in equal monthly installments in advance on the first day of each month during the term of this Lease commencing upon the RCD without any setoff or deduction whatsoever (except (x) that the first full monthly installment thereof shall be paid on the execution and delivery of this Lease and (y) as otherwise expressly provided herein). In the event that the RCD shall occur on a day other than the first day of a calendar month, the Fixed Rent for such month shall be prorated on a per diem basis.

3.02 Percentage Rent.

A. During the Term, Tenant shall pay to Landlord an amount (the "Percentage Rent") calculated in accordance with the terms of this Section 3.02. Percentage Rent shall be due and payable on a monthly basis on or before the tenth (10th) day following the end of each calendar month

[redacted]

B. Gross Sales shall not include the amount of sales or value of services which would have been received by Tenant with respect to any Landlord Visitors, or which would have been received by Tenant or its Affiliates or any permitted subtenants, licensees or concessionaires at or with respect to the Demised Premises but are provided without charge or at a reduced charge (which discount

shall not be included in Gross Sales, but the purchase price paid for such items shall be included in Gross Sales) for charitable or educational purposes pursuant to a community relations policy that has been approved in writing by Landlord and Net Lessor with respect to the Lease Year during which such services are provided. The following shall be deducted from Gross Sales for purposes of determining Percentage Rent (and each such deduction shall be shown on the Gross Sales statements delivered to Landlord pursuant to Sections 3.02E, 3.02F and 3.03 hereof): (i) any returns to shippers or manufacturers; (ii) cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned) otherwise included in Gross Sales; (iii) credit card transaction fees withheld from customer transactions by third party credit card companies and not otherwise remitted to Tenant (or if remitted to Tenant, paid monthly to such credit card companies); (iv) payments by customers on transactions that are included in Gross Sales and that are determined to be uncollectible in accordance with GAAP (provided that any such amounts that are subsequently collected shall be included in Gross Sales upon receipt); (v) sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business; (vi) gratuities actually paid to non-managerial employees of Tenant; (vii) amounts collected and paid by Tenant to any government for any sales tax with respect to sales or services included in Gross Sales; and (viii) amounts received by Tenant from its customers and passed through by Tenant directly to third-party vendors with respect to products or services that are not customarily provided by Tenant to customers in its day-to-day operations but are being provided by Tenant to its customers without mark-up in connection with catered events at the Premises. Tenant shall establish procedures acceptable to Landlord to track any amounts that are included in Gross Sales due to attributed value (i.e., promotional products and services) or not included in Gross Sales pursuant to this Section 3.02B.

C. As soon as practicable after the end of each Lease Year (but in no event later than 30 days after the end of such Lease Year), the Percentage Rent paid or payable with respect thereto shall be adjusted between Landlord and Tenant, so that Tenant has paid Percentage Rent for such Lease Year equal to the applicable Percentage Rent Rate multiplied by the amount by which Tenant's Aggregate Gross Sales for such Lease Year exceed the applicable Percentage Rent Breakpoint. Tenant shall pay any underpayment to Landlord simultaneously with the delivery of the annual statement of Gross Sales required by Sections 3.02E, 3.02F and 3.03 hereof. Provided that Tenant is not then in default under any of the terms or covenants of this Lease, any overpayment shall be credited against Rent subsequently due (or, if such adjustment is to be made after the expiration of the Term, any overpayment shall be paid to Tenant within 30 days of its delivery of the annual statement of Gross Sales).

D. For the purposes of calculating Percentage Rent: (i) each Lease Year during the term of this Lease shall be considered an independent accounting period and the amount of Gross Sales in any Lease Year shall not be carried over into any other Lease Year; and (ii) in the event any Lease Year is less than a period of twelve calendar months (for example, in the first and last Lease Years during the Term), the Percentage Rent Breakpoint(s) shall be reduced by multiplying the breakpoint by a fraction, the numerator of which is the number of days in such Lease Year and the denominator of which is 365.

E. Tenant shall deliver to Landlord on or before the tenth (10th) day following each calendar month during the term of this Lease (including the tenth (10th) day of the month following the expiration or sooner termination of the Term) a written statement (on the form required by Landlord) detailing Gross Sales for each day during the applicable period certified by the chief financial officer of Tenant showing the amount of Gross Sales for each calendar month and for the Lease Year to date, in the aggregate and separately for different categories of income (e.g., ticket sales, food and beverage sales, merchandise sales, and other categories) as determined in accordance with the provisions of this Lease (including in its first report the amount of Gross Sales for the fractional calendar month, if any, at the commencement of the Term) (a "Monthly Statement"). If Tenant shall fail to deliver any Monthly

Statement to Landlord within said period, Landlord shall have the right thereafter to employ an independent certified public accountant to examine such books and records, including, without limitation, all records required by Section 3.03, as may be necessary to certify the amount of Tenant's Gross Sales for such month, and Tenant shall pay to Landlord the cost of such audit, as Additional Rent, within ten (10) days after Landlord's demand therefor. The Monthly Statement referred to herein shall be prepared in accordance with this Lease, and shall otherwise be generally in such form and style as provided in Exhibit CC, as the same may be reasonably updated from time to time by Landlord. The acceptance by Landlord of payments of Percentage Rent or reports thereon shall be without prejudice and shall in no case constitute a waiver of Landlord's right to review the applicable books and records or of Landlord's right to any further sums subsequently shown to be due for any period.

F. In addition, Tenant shall deliver to Landlord (i) within thirty (30) days after the close of each Lease Year and after the expiration or sooner termination of the Term, a statement of Gross Sales, in the aggregate and separately for different categories of income (e.g., ticket sales, food and beverage sales, merchandise sales, and other categories), as determined in accordance with this Lease, for the preceding Lease Year, such annual statement to be certified by an Approved Accountant or by the chief financial officer of Tenant (ii) as and when such statement is furnished to the taxing authority, copies of any sales tax, franchise tax, income tax or other statement furnished to any federal, state or local taxing authority showing the amount of Tenant's sales, whether or not such statement is required to list all income which is included within Gross Sales and (iii) not later than sixty (60) days after the expiration or earlier termination of this Lease, a statement certified by an Approved Accountant of all Gross Sales during the term of this Lease (each of the foregoing, "Annual Statement"). All Annual Statements shall be broken down separately for different categories of income. If Tenant shall fail to deliver such Annual Statement to Landlord within said period, Landlord shall have the right thereafter to employ an independent certified public accountant to examine Tenant's Books and Records, including, without limitation, all Books and Records required by Section 3.03, as may be necessary to certify the amount of Tenant's Gross Sales for such Lease Year, and Tenant shall pay to Landlord the cost of such audit, as Additional Rental, within ten (10) days after Landlord's demand therefor. The Annual Statement referred to herein shall be prepared in accordance with this Lease, and shall otherwise be generally in such form and style as provided in Exhibit DD, as the same may be reasonably updated from time to time by Landlord. The acceptance by Landlord of payments of Percentage Rent or reports thereon shall be without prejudice and shall in no case constitute a waiver of Landlord's right to review the applicable Books and Records and Landlord's right to any further sums subsequently shown to be due for any period.

G. Notwithstanding the foregoing, Tenant shall, as provided in this Section 3.02.G, be entitled to a credit against Percentage Rent equal to 50% of the aggregate costs incurred by Tenant (i) in excess of costs that exceed reasonable standards for a Premier Facility in a Comparable Building, due to Landlord and/or the Port Authority, as applicable, modifying and/or adding, after the Execution Date, to the Premises Expenses, to Tenant’s requirements as set forth in Section 5.01D(d), to the Tenant’s reimbursement requirements under Section 16.07(ii) and/or the Rules and Regulations as set forth in Section 26, (ii) in excess of the security cost baseline described in Exhibit S-1 due to Landlord and/or the Port Authority, as applicable, requiring security in excess of the baseline described in Exhibit S-1, and (iii) in connection with Tenant’s cooperation required under Article 47 of this Lease. At Landlord’s election, with respect to any of the aforementioned costs associated with the purchase of new equipment or other capital investment, then such cost shall be paid from the capital reserve established under Section 29.04 rather than credited against Percentage Rent. In the event Tenant believes it is entitled to any such credit, Tenant shall inform Landlord by Notice identifying such costs and the amount thereof (or an estimate of the amount for costs incurred by Landlord and reimbursed by Tenant), provided that (i) with respect to costs incurred by Tenant (and not incurred by Landlord and reimbursed by Tenant), Tenant shall provide Landlord with Notice and opportunity to modify or eliminate the requirement for

such costs before they are incurred and (ii) in any event Tenant's right to a credit shall expire for any such costs incurred by either Tenant or Landlord in a particular Expense Year if Notice thereof is not given within the time period allowed under Section 4.03.E(iii) for an audit of Landlord's books and records for such Expense Year. If following such Notice, the parties shall agree in writing, or it shall be ultimately determined by a final non appealable judgment of a court of competent jurisdiction, that Tenant is entitled to a credit hereunder, then such amount with interest at the Prime Rate accruing from the date of payment of the excess cost by Tenant shall be, at Landlord's option, either refunded to Tenant or credited against the payment(s) of Rent next coming due.

3.03 Rental Payments; Books and Records; Audit.

A. All Fixed Rent, Percentage Rent and Recurring Additional Rent shall be payable in lawful money of the United States by wire transfer of immediately available funds to such account as Landlord may from time to time direct in writing. All other Additional Rent payable under this Lease shall be paid either by (a) wire transfer of immediately available funds to such account as Landlord may from time to time direct in writing or (b) a check of Tenant drawn on a bank which is a member of The Clearing House Payments Company L.L.C. (or any successor thereto) remitted to such address as Landlord may from time to time direct in writing.

B. Tenant shall prepare and keep throughout the term of this Lease and thereafter for a period of not less than seven (7) years following the Expiration Date, complete and accurate books and records in such form as maintained by Tenant in accordance with Legal Requirements and in its ordinary course of business with respect to all operations in, from, at or with respect to the Premises including, without limitation, Gross Sales and all items of income, expense and other costs (collectively, the "Books and Records"). The Books and Records shall be maintained in accordance with GAAP and in such form as to allow Landlord to confirm the accuracy of the information contained in the Monthly Statement and Annual Statement, and shall include the Books and Records of all subtenants, licensees and concessionaries.

C. Within thirty (30) days after the end of each Lease Year, and forthwith upon the termination of this Lease, Tenant shall cause a complete audit of the records of Tenant relevant to a determination of the Gross Sales and a true and correct statement certified by an Approved Accountant shall be rendered to Landlord setting forth the Gross Sales for such Lease Year and specifying the Percentage Rent due with respect to such Lease Year, and the parties shall within ten (10) days after the end of such thirty (30) day period account to each other for the difference, if any, between (a) the aggregate of the Percentage Rent, which shall have been paid monthly on account, as aforesaid, and (b) the Percentage Rent due with respect to such Lease Year, and in such accounting Tenant shall pay any deficiency to Landlord, and Landlord shall, but only to the extent of the aggregate Percentage Rent paid monthly on account, allow to Tenant a credit against the next accruing payments of Percentage Rent due equal to any such overpayment by Tenant, except that upon expiration of the term of this Lease and receipt by Landlord of Tenant's audit, any such excess shall be promptly refunded by Landlord to Tenant.

D. At any time upon not less than five (5) days' prior notice to Tenant, Landlord shall have the right to perform a review of Tenant's Books and Records (and the books and records of any company which is owned or controlled by Tenant, Tenant's Parent or which is under Common Control with Tenant selling goods or performing services similar to those sold or performed by Tenant, as well as the books and records of all subtenants, licensees and concessionaries) relevant to any Annual Statement, which right may be exercised through any employee or agent of Landlord or any certified public accounting firm designated by Landlord and Tenant will make all such Books and Records available, or cause the same to be made available, for examination (and photocopying or duplicating) at

the Building or another location in Manhattan, by Landlord or its authorized representatives. If the results of such review show that Tenant's statement of Percentage Rent for any Lease Year has been understated then Tenant shall pay to Landlord, in addition to any deficiency payment required, interest on such deficiency payment accruing from the date such amounts were due under this Lease until the date actually paid at the Prime Rate. In addition, if such Percentage Rent has been understated by three percent (3%) or more, then Tenant shall pay to Landlord the actual cost of such review. Landlord's review results shall be binding and conclusive upon Landlord and Tenant unless Tenant submits any dispute with respect thereto to arbitration in accordance with Article 25 within thirty (30) days after a notice of the results of such review is delivered to Tenant.

E. Landlord and Tenant agree that, except as otherwise expressly set forth herein, the Fixed Rent and Percentage Rent shall be absolutely net to the Landlord without any abatement, deduction, counterclaim, set-off or offset whatsoever, so that this Lease shall yield to the Landlord the Fixed Rent and Percentage Rent payable in each year during the Term and, except as otherwise expressly provided in this Lease, the Tenant shall pay all costs, expenses and charges of every kind and nature relating to the Demised Premises and to the services and facilities provided by Landlord for the operation of the Demised Premises. Landlord and Tenant expressly agree that nothing in this Lease (including, without limitation, the payment of Fixed Rent or Percentage Rent by Tenant) shall create or be deemed to create any relationship between Landlord and Tenant, whether as partners, joint venturers, or otherwise, other than that of Landlord and Tenant under this Lease.

F. The obligations of Tenant in any and all Lease Years during the term of this Lease (i) to pay Rent and (ii) to keep its Books and Records in accordance with this Section 3.03 shall survive the termination of this Lease. Landlord's right to elect to review Tenant's Books and Records and to collect amounts that would have been payable hereunder during the term of this Lease shall survive the termination of this Lease.

3.04 Additional Rent; Arbitration of Additional Rent Claims. All adjustments of rent, costs, charges and expenses which Tenant is obligated to pay to Landlord pursuant to this Lease shall be deemed additional rent which Tenant covenants to pay when due. In the event of nonpayment, Landlord shall have all the rights and remedies with respect thereto as is herein provided for in case of nonpayment of Fixed Rent or Percentage Rent. Any disagreements with respect to the calculation of Additional Rent shall be resolved by arbitration pursuant to Article 25. All rent shall be payable by Tenant to Landlord, except as otherwise provided herein, without offset, reduction, counterclaim and/or deduction.

3.05 Legal Requirements. If any of the rent payable under the terms of this Lease shall be or become uncollectible; reduced or required to be refunded because of any rent control, federal, state or local law, regulation, proclamation or other Legal Requirement not currently in effect, Tenant shall enter into such agreement(s) and take such other steps (without additional expense to Tenant, the acceleration of any expense by Tenant or any other adverse effect on Tenant) as Landlord may reasonably request and as may be legally permissible to permit Landlord to collect the maximum rent which, from time to time, during the continuance of such legal rent restriction may be legally permissible (and not in excess of the amounts then reserved therefor under this Lease). Upon the termination of such legal rent restriction, (a) the Fixed Rent, Percentage Rent, and additional rent shall become and shall thereafter be payable in accordance with the amounts reserved herein for the periods following such termination and (b) Tenant shall promptly pay in full to Landlord (or, at Tenant's option, over a period of two (2) years in equal monthly installments with interest at the Prime Rate), unless expressly prohibited by applicable Legal Requirements, an amount equal to (i) rentals which would have been paid pursuant to this Lease but for such legal rent

restriction less (ii) the rent actually paid by Tenant during the period such legal rent restriction was in effect.

3.06 Late Charge. If Tenant shall fail to pay any amount required under this Lease when due to Landlord or if any such amount is found to be due as the result of an audit, then, in such event, Landlord may impose (by Notice) a late charge with respect to each such unpaid amount, during the period such amount remains unpaid, equal to interest on such unpaid amount at the rate of nineteen percent (19.0%) per year, compounded monthly. Each late charge shall be payable within ten (10) days after demand made at any time therefor by Landlord. No acceptance by Landlord of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of Landlord to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be recoverable by Landlord in the same manner and with like remedies as if it were originally a part of the Fixed Rent or additional rent. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under the provisions of this Section shall be payable instead at such legal maximum. In the event that upon conducting an examination and audit as described in this Article Landlord determines that unpaid amounts are due to Landlord by Tenant, Tenant shall be obligated, and hereby agrees, to pay to Landlord a service charge in the amount of five (5%) percent of each amount determined by an audit to be unpaid. Each such service charge shall be payable immediately upon demand (by Notice) made at any time therefor by Landlord. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Landlord by Tenant under this Lease or otherwise. No acceptance by Landlord of payment of any unpaid amount or of any unpaid service charges shall be deemed a waiver of the right of Landlord to payment of any service charge or other service charges payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be recoverable by Landlord in the same manner and with like remedies as if it were originally a part of the Fixed Rent or additional rent. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of Landlord under this Lease, including Landlord's rights set forth in Article 20 of this Lease or (ii) any obligations of Tenant under this Lease.

ARTICLE 4

PILOT PAYMENTS, TAX PAYMENTS, EXPENSE PAYMENTS, FIXED EXPENSE PAYMENTS, CAM PAYMENTS

4.01 General. In addition to the Fixed Rent hereinbefore set forth, Tenant shall pay to Landlord, as additional rent, at the times and in the manner hereinafter set forth, (a) Tenant's Expense Payments, (b) Tenant's CAM Payments, (c) Tenant's PILOT Payments, (d) Fixed Expense Payments and (e) to the extent same become applicable in accordance with Section 4.05G hereof, Tenant's Tax Payments.

4.02 Certain Defined Terms. For the purposes of this Article 4:

A. "CAM Rate" shall mean $3.00 as of the Rent Commencement Date, increased on the first day of the second Lease Year and on the first day of each subsequent Lease Year thereafter by four (4%) percent per annum, compounded annually.

B. "CAM Expenses" shall mean any costs and expenses incurred by Landlord or any Landlord Entity with respect to the ownership, operation, maintenance, repair and/or replacement of any portions of the World Trade Center (other than the Land and the Building) and any facilities or areas

outside of the Real Property, including any such costs and expenses incurred pursuant to the REOA and any costs paid by Landlord under the REOA**.**

C. [Intentionally Omitted.]

D. "Expense Year" shall mean each calendar year or portion thereof included within the Term.

E. [Intentionally Omitted.]

F. [Intentionally Omitted.]

G. "Tenant's Expense Share" shall be Three and 67/100 percent (3.67%).

H. "Premises Expenses" means Landlord's Cost incurred or paid in connection with services provided by Landlord to Tenant at Tenant's expense under Article 6, Article 7 or Section 12.01 hereof including without limitation the costs and expenses identified as Premises Expenses on Exhibit L.

4.03 Tenant's Expense Payments.

A. For each Expense Year all or a portion of which occurs in or during the term of this Lease, Tenant shall pay to Landlord, as additional rent during and throughout such Expense Year, in the manner hereinafter provided, an amount equal to the Premises Expenses ("Tenant's Premises Expense Payment" or "Tenant's Expense Payment").

B.

(i) Prior to the RCD, Landlord shall deliver to Tenant by Notice a reasonably itemized statement of Landlord's reasonable good faith estimate (an "Expense Estimate") of the projected Premises Expenses for the portion of the Expense Year commencing on the RCD (which Expense Estimate shall be appropriately grossed-up to correspond to a full twelve (12)-month Expense Year). Landlord shall, prior to or following the commencement of each subsequent Expense Year, deliver to Tenant for such Expense Year (which estimate shall not exceed 105% (or such higher percentage which Landlord can reasonably document) of the Expense Estimate for the immediately preceding Expense Year). Tenant shall pay on the RCD and the first day of each month thereafter, as additional rent, together with the payment of Fixed Rent and the Fixed Expense Payment, an "Estimated Tenant's Expense Payment," which shall be equal to one-twelfth (1/12th) of the entire amount of such projected Premises Expenses. Until a new Expense Estimate of projected Premises Expenses is rendered, the Estimated Tenant's Expense Payment for any Expense Year shall be deemed to be one-twelfth (1/12th) of the total Estimated Tenant's Expense Payment for the preceding Expense Year. One time during any Expense Year, Landlord shall have the right to deliver by Notice a revised estimate (a "Revised Estimate") of projected Premises Expenses and Tenant's Premises Expense Payment to reflect, if Landlord can reasonably so estimate, known increases in Premises Expenses and Tenant's Premises Expense Payment for the then current Expense Year (provided, that Landlord can reasonably document such known increases and Landlord takes into account any known decreases in the current Expense Year from the previous Expense Year) and, as of the first day of the month following delivery of such Revised Estimate, Tenant shall pay the new amount for such month and each subsequent month of the then current Expense Year.

(ii) To the extent that at the time of furnishing of any Expense Estimate or Revised Estimate the aggregate monthly payments made during the preceding months of the Expense

Year in question are less than the amount that would have been paid if the installment required pursuant to such Expense Estimate or Revised Estimate had been made for such preceding months, the deficiency shall be due and payable in full as additional rent within thirty (30) days of Landlord's Notice with a statement to Tenant therefor. To the extent that there is an overpayment of such aggregate monthly payments by Tenant, Landlord shall permit Tenant to credit such overpaid amount without interest against the next installment(s) of Rent payable under this Lease, or, if no further Rent is payable under this Lease, Landlord shall promptly refund such overpaid amount without interest to Tenant. The provisions of this Section 4.03B(ii) shall survive the expiration or earlier termination of this Lease.

C. [Intentionally Omitted.]

D. [Intentionally Omitted.]

E. (i) Following the expiration of each Expense Year, Landlord shall submit to Tenant an Expense Statement, setting forth the Premises Expenses for the preceding Expense Year and the Tenant's Premises Expense Payment for such Expense Year, if any, due to Landlord from Tenant for such Expense Year. In the event that Tenant's Expense Payment due to Landlord for such Expense Year shall be greater than the aggregate of the Estimated Tenant's Expense Payments made by Tenant for such Expense Year, then, within thirty (30) days after receipt of such Expense Statement, Tenant shall make payment of any unpaid portion of the Tenant's Expense Payment. In the event the aggregate of the Estimated Tenant's Expense Payments made by Tenant for such Expense Year shall be more than the Tenant's Expense Payment for such Expense Year, then, Landlord shall permit Tenant to credit such excess amount without interest against the next installment(s) of Rent payable under this Lease, or, if no further Rent is payable under this Lease, Landlord shall promptly refund such excess amount without interest to Tenant.

(ii) Subject to this Section 4.03E, the failure by Landlord to deliver an Expense Statement at any time shall not prejudice Landlord's right to deliver same to Tenant or to receive Tenant's Expense Payments. Notwithstanding anything contained in this Lease to the contrary, (x) if Landlord shall fail to render an Expense Statement to Tenant within one (1) year after the end of the Expense Year in question, Tenant shall have the right to withhold payments on account of Premises Expenses until Landlord shall have rendered to Tenant the Expense Statement for the Expense Year in question (without any obligation to pay any interest thereon), at which time Tenant shall pay to Landlord within thirty (30) days after the receipt by Tenant of such Expense Statement, any payments on account of Premises Expenses withheld by Tenant for the Expense Year in question together with any other payments on account of Premises Expenses withheld by Tenant and (y) Tenant shall not be obligated to pay any net debit balance as a result of a reconciliation with respect to an Expense Statement for an Expense Year if Landlord shall not have rendered such Expense Statement within two (2) years after the end of the Expense Year in question.

(iii) The Expense Statements furnished to Tenant shall constitute a final determination as between Landlord and Tenant of the Premises Expenses for the periods represented thereby, unless Tenant, within one hundred eighty (180) days after they are furnished, shall give a Notice to Landlord that it disputes the accuracy or appropriateness of any of same, which Notice shall specify the particular respects in which the disputed Statement is inaccurate or inappropriate. Pending the resolution of such dispute, Tenant shall pay to Landlord both Tenant's Expense Payment in dispute and all Estimated Tenant's Expense Payments due in accordance with the latest Expense Estimate (or latest Revised Estimate, as the case may be) furnished by Landlord in accordance with Section 4.03B hereof. Tenant, and its accountants as described in clause (b) below in this Section 4.03.E(iii), shall have the right, from 9:00 a.m. to 5:00 p.m. on Business Days and upon not less than ten (10) Business Days' prior Notice to Landlord, to examine Landlord's books and records with respect to any disputed Expense Statement,

provided (a) such examination is concluded on or before the date which is the earlier of (i) sixty (60) days following the commencement of such examination or (ii) two hundred forty (240) days after the Expense Statement in question was furnished to Tenant, (b) such examination may only be conducted by full-time, regular employees of an independent and reputable, certified public accounting firm, and such firm is not being compensated by Tenant for such services on a contingency or success fee basis (and, at Landlord's request, Tenant shall provide Landlord with evidence reasonably acceptable to Landlord of same, and any materials respecting the compensation of such firm shall be subject to audit by Landlord hereunder) and (c) Tenant delivers a confidentiality agreement to Landlord with respect to such dispute and such examination in form and substance reasonably satisfactory to Landlord and Tenant. If following such examination, the parties shall agree in writing, or it shall be ultimately determined by arbitration, that (i) Tenant overpaid Tenant's Expense Payment for any Expense Year, then such excess with interest at the Prime Rate accruing from the date of such overpayment shall be, at Landlord's option, either refunded to Tenant or credited against the payment(s) of Rent next coming due and (ii) Tenant underpaid Tenant's Expense Payment for any Expense Year, then such shortfall with interest at the Prime Rate accruing from the date of such underpayment shall be paid by Tenant within twenty (20) days thereafter. If Tenant shall not have commenced an arbitration pursuant to Article 25 hereof in respect of an Expense Statement which Tenant shall have disputed in accordance with this Section 4.03E within two hundred forty (240) days after such Expense Statement was initially furnished to Tenant, then such Expense Statement shall be conclusive and binding upon Tenant. Landlord shall pay the reasonable and customary out-of-pocket costs of Tenant's examination of its books and records if it is finally determined that a discrepancy of greater than ten percent (10%) exists between the amount charged to Tenant in respect of Premises Expenses and the amount actually owed by Tenant with respect of Premises Expenses pursuant to the terms of this Article 4.

F. If the date of expiration or termination of this Lease, whether or not same is the Expiration Date or another date prior or subsequent thereto, is not the last day of an Expense Year, then the Tenant's Expense Payment shall be prorated based upon the number of days of the applicable Expense Year within the term. With respect to the year in which the term expires or terminates, such pro rata portion shall, within thirty (30) days of Landlord's rendition of an Expense Statement therefor together with the annual statements of the Premises Expenses for that Expense Year, become due and payable by Tenant to Landlord, if it has not theretofore already been paid. Prior to the receipt by Tenant of the aforementioned Expense Statement from Landlord, Tenant shall continue to make Estimated Tenant's Expense Payments to Landlord in accordance with the other applicable terms of this Article 4. To the extent that there is an overpayment of such aggregate monthly payments by Tenant, Landlord shall permit Tenant to credit such overpaid amount without interest against the next installment(s) of Rent payable under this Lease, or, if no further Rent is payable under this Lease, Landlord shall promptly refund such overpaid amount without interest to Tenant. The provisions of this Section 4.03F shall survive the expiration or earlier termination of this Lease.

G. Electricity, condenser water, domestic water, and other utilities included in Premises Expenses shall, to the extent practicable, as reasonably determined by Landlord, be metered or submetered. All meters or submeters for measuring utilities included in Premises Expenses shall be installed, maintained and repaired or replaced by Tenant, at its expense. Any such meter or submeter which is found to be inaccurate shall be replaced and there shall be a retroactive adjustment for payments made based on such inaccurate meter. For any utility service which cannot practically be metered or submetered, as reasonably determined by Landlord, Tenant's use or consumption shall be deemed to be the connected load of the equipment utilizing such service (except that the charges for unmetered electric service shall be as set forth in Section 7.01B).

4.04 Tenant's CAM Payments.

A. For each Expense Year all or a portion of which occurs in or during the term of this Lease, Tenant shall pay to Landlord, as additional rent for such Expense Year, in the manner hereinafter provided, an amount equal to the product obtained by multiplying (x) 115,578 by (y) the CAM Rate (such amount being herein called the "Tenant's CAM Payment").

B. Tenant shall pay Tenant's CAM Payment at the same time and in the same manner as Tenant makes payments of Estimated Tenant's Expense Payments pursuant to Section 4.03 hereof. Each Expense Estimate and Revised Estimate delivered pursuant to Section 4.03B hereof, and each Expense Statement delivered pursuant to Section 4.03E hereof, shall include a separate calculation of Tenant's CAM Payment.

C. If the date of expiration or termination of this Lease, whether or not same is the Expiration Date or another date prior or subsequent thereto, is not the last day of an Expense Year, then the Tenant's CAM Payment shall be prorated based upon the number of days of the applicable Expense Year within the term.

4.05 Tenant's PILOT Payments; Tenant's Tax Payments.

A. For purposes of this Section 4.05:

(i) "PILOT" shall mean the computation of payments in lieu of taxes pursuant to the PILOT Agreement.

(ii) "PILOT Agreement" shall mean that certain Restated and Amended Agreement between the Port Authority and the City of New York, dated as of November 24, 2004, as the same has been and may hereafter be amended from time to time.

(iii) [Intentionally Omitted.]

(iv) "PILOT Escalator" shall mean the "Escalator" (as such term is defined in the PILOT Agreement), as finally determined in accordance with the PILOT Agreement. The PILOT Escalator for 2012/2013 is shown on Exhibit M as the product of (A) and (B) on such Exhibit M.

(v) "PILOT Rate"

(vi) "PILOT Semi-Annual Period" shall mean each "Semi-Annual Period" (as such term is defined in the PILOT Agreement).

(vii) "PILOT Space" shall mean those portions of the Demised Premises in respect of which PILOT is payable pursuant to the PILOT Agreement, as finally determined between Landlord (or the Port Authority) and the City of New York pursuant to the PILOT Agreement.

(viii) "PILOT Square Feet" shall mean the number of "Gross Square Feet" (as such term is defined in the PILOT Agreement) of the PILOT Space, as finally determined between Landlord (or the Port Authority) and the City of New York pursuant to the PILOT Agreement.

(ix) [Intentionally Omitted.]

(x) "Tax Year" shall mean each successive New York City real estate fiscal year commencing on July 1st and expiring on June 30th. If the present use of July 1 to June 30 real estate tax year shall change, then such changed tax year shall be used with appropriate adjustment for the transition.

(xi) "Taxes" shall mean (a) the amount finally determined to be legally payable, by legal proceedings or otherwise, of all real estate taxes which shall be levied, assessed or imposed, or become due and payable or become liens upon, or arise in connection with the use, occupancy or possession of, the Real Property or any part thereof or interest therein during the term of this Lease (without taking into consideration any abatement, exemption and/or deferral applicable to the Real Property), (b) any assessments, special and extraordinary assessments, and government levies imposed upon or with respect to the Real Property, including business improvement district charges (exclusive of any abatements, exemptions and/or deferrals) and (c) any franchise, income, profit, value added, use, or other tax imposed in whole or partial substitution for, or in lieu of an increase (in whole or part) in such real estate taxes, whether due to a change in the method of taxation or otherwise, exclusive of any abatements, exemptions and/or deferrals, it being understood and agreed that the portion of the Taxes so computed hereunder may be a different amount than the real estate taxes actually payable by Landlord in any Tax Year because of any such abatements, exemptions and/or deferrals. The benefit of any discount for any early payment or prepayment of Taxes shall accrue solely to the benefit of Landlord and such discount shall not be subtracted from Taxes.

B. Commencing with the PILOT Semi-Annual Period in which the RCD occurs, all or a portion of which occurs in or during the term of this Lease, Tenant shall pay to Landlord, as additional rent for such PILOT Semi-Annual Period, in the manner hereinafter provided, an amount equal to one-half of the product obtained by multiplying (x) the PILOT Square Feet contained in the PILOT Space as of the first day of the previous PILOT Semi-Annual Period, by (y) the PILOT Rate for such PILOT Semi-Annual Period, (such amount being herein called the "Tenant's PILOT Payment"). Tenant's PILOT Payment shall be pro-rated for any partial PILOT Semi-Annual Period at the beginning of the Term. An example of the computation of Tenant's PILOT Payment is attached hereto as Exhibit M.

C. Landlord shall, prior to or following the commencement of each PILOT Semi-Annual Period that is wholly or partially included in the Term, deliver to Tenant by Notice a statement (a "PILOT Statement") setting forth Landlord's calculation of Tenant's PILOT Payment for such PILOT Semi-Annual Period. Each PILOT Statement shall contain a certification from an officer of Landlord or its managing agent that the PILOT Square Feet and the PILOT Escalator used in calculating Tenant's PILOT Payment set forth in such statement are the PILOT Square Feet and PILOT Escalator for such PILOT Semi-Annual Period. Tenant's PILOT Payment (or the balance thereof remaining after crediting Tenant for any estimated payments made by Tenant for such period as hereinafter in this Section 4.05C provided) shall be due and payable within thirty (30) days after Landlord shall have submitted to Tenant Notice with a PILOT Statement with respect thereto. Commencing with the first

PILOT Semi-Annual Period for which Tenant's PILOT Payment is due hereunder and for each subsequent PILOT Semi-Annual Period during the term of this Lease (but not sooner than thirty (30) days following receipt of a PILOT Estimate Statement, hereinafter defined, from Landlord), Landlord shall deliver to Tenant a reasonable estimate of Tenant's PILOT Payment for the following PILOT Semi-Annual Period, such estimate to be set forth in a written statement prepared by Landlord or its managing agent and furnished to Tenant (a "PILOT Estimate Statement"). Tenant shall pay one-sixth of the estimated Tenant's PILOT Payment set forth in such PILOT Estimate Statement, as additional rent, in equal monthly installments on the first day of each calendar month thereafter until a new PILOT Estimate Statement is furnished to Tenant. In the event the total estimated payments made by Tenant for any PILOT Semi-Annual Period shall exceed the actual amount of Tenant's PILOT Payment due from Tenant for such PILOT Semi-Annual Period, then Landlord shall permit Tenant to credit such overpaid amount without interest against the next installment(s) of Rent payable under this Lease, or, if no further Rent is payable under this Lease, Landlord shall promptly refund such overpaid amount without interest to Tenant.

D. In the event that, following the delivery of a PILOT Statement by Landlord, either (x) the PILOT Square Feet comprising the Demised Premises applicable to the PILOT Semi-Annual Period covered thereby, or (y) the PILOT Rate used to calculate the Escalator for such PILOT Semi-Annual Period modified pursuant to the PILOT Agreement (e.g., by reason of an appeal by the Port Authority and/or Landlord, a change in the assessed valuation of any property used in calculating the PILOT Escalator, or otherwise), Landlord shall promptly deliver to Tenant a revised PILOT Statement. If the amount of Tenant's PILOT Payment previously paid by Tenant for such PILOT Semi-Annual Period is less than the amount of Tenant's PILOT Payment shown on such revised PILOT Statement, Tenant shall, within thirty (30) days after its receipt of such revised PILOT Statement, pay to Landlord the amount of the shortfall. If the amount of Tenant's PILOT Payment previously paid by Tenant for such PILOT Semi-Annual Period is greater than the amount of Tenant's PILOT Payment shown on such revised PILOT Statement, Landlord shall permit Tenant to credit such overpaid amount without interest against the next installment(s) of Rent payable under this Lease or, if no further Rent is payable under this Lease, promptly refund such overpaid amount without interest to Tenant.

E. Subject to Section 4.05D hereof, each PILOT Statement furnished to Tenant shall constitute a final determination as between Landlord and Tenant of Tenant's PILOT Payment for the PILOT Semi-Annual Period represented thereby, unless Tenant, within forty-five (45) days after it is furnished, shall give a Notice to Landlord that it disputes the accuracy of Landlord's calculation of Tenant's PILOT Payment set forth therein. Tenant's failure to raise any such dispute within such forty-five (45) day period shall not affect Tenant's right to a credit pursuant to the terms of Section 4.05D hereof. In the event Landlord and Tenant are unable to resolve any such dispute within a period of thirty (30) days following such dispute Notice, then either party may submit such dispute for resolution by arbitration in accordance with Article 25 hereof. Pending the resolution of such dispute, Tenant shall continue to pay Tenant's PILOT Payment in accordance with Landlord's PILOT Statement and estimated payments in respect thereof in accordance with Section 4.05C hereof. In the event it is determined in connection with the resolution of such dispute that Tenant has overpaid Tenant's PILOT Payment, Landlord shall permit Tenant to credit such overpaid amount without interest against the next installment(s) of Rent payable under this Lease or, if no further Rent is payable under this Lease, promptly refund such overpaid amount without interest to Tenant. In no event may Tenant dispute the calculation of the amount of the PILOT Escalator absent manifest mathematical error. The provisions of this Section 4.05E shall survive the expiration or earlier termination of this Lease.

F. If the date of expiration or termination of this Lease, whether or not same is the Expiration Date or another date prior or subsequent thereto, is not the last day of a PILOT Semi-Annual Period, then Tenant's PILOT Payment shall be prorated based upon the number of days of the applicable

PILOT Semi-Annual Period within the term. With respect to the PILOT Semi-Annual Period in which the term expires or terminates, such pro rata portion shall, within thirty (30) days of Landlord's rendition of a PILOT Statement therefor, become due and payable by Tenant to Landlord, if it has not theretofore already been paid. To the extent that there is an overpayment based on any estimated Tenant's PILOT Payments for such period previously made by Tenant, Landlord shall permit Tenant to credit such overpaid amount without interest against the next installment(s) of Rent payable under this Lease or, if no further Rent is payable under this Lease, promptly refund such overpaid amount without interest to Tenant. The provisions of this Section 4.05F shall survive the expiration or earlier termination of this Lease.

G. (i) Notwithstanding anything to the contrary contained in this Section 4.05, in the event that at any time during the Term the Real Property shall become subject to Taxes by reason of the termination of the PILOT Agreement, the transfer of the Real Property (or any interest therein) to a non-governmental entity, or otherwise, Tenant shall thereafter pay, in lieu of Tenant's PILOT Payment, an amount ("Tenant's Tax Payment") equal to Tenant's Expense Share (which shall be adjusted for purposes of calculating Tenant's Tax Payment to add any space in the Building or the Demised Premises which is subject to Taxes but was not included in the computation of Tenant's Expense Share for the calculation of Tenant's Expense Payment or to subtract any space in the Building or the Demised Premises which is not subject to Taxes but was included in the computation of Tenant's Expense Share for the calculation of Tenant's Expense Payment) of the Taxes for the Real Property for each Tax Year. In such event, Landlord shall make reasonable estimates of Tenant's Tax Payment with respect to the then current or any forthcoming Tax Year and Tenant shall be required to pay such estimated amounts in such installments and amounts as Landlord may reasonably require (or as may otherwise be required by a taxing authority, mortgagee or otherwise), in advance, on the first day of each month, based upon delivery of an "Estimated Tax Statement." If there shall be any increase in Taxes for any Tax Year, prior to or during such Tax Year, Landlord may deliver to Tenant a revised Estimated Tax Statement, and Tenant's Tax Payment for such Tax Year shall be appropriately adjusted. In the event of any increase in Taxes, Tenant shall, within twenty (20) days of rendition of such revised Estimated Tax Statement, pay to Landlord the amount of any underpayment of Tenant's Tax Payment with respect to such Tax Year. In the event of any decrease in Taxes for any Tax Year for which Tenant has made a Tenant's Tax Payment, Landlord shall either pay to Tenant, or at Landlord's election, credit against subsequent payments of Rent, the amount of any overpayment. At any time after, during or prior to the end of each Tax Year, Landlord shall cause the actual amount of Tenant's Tax Payment to be computed and a "Final Tax Statement" to be given to Tenant. If such Final Tax Statement shall show a deficiency, Tenant shall pay such amount to Landlord within twenty (20) days; if it shall show that Tenant has made an overpayment, Landlord shall either pay to Tenant, or at Landlord's election, credit against subsequent payments of Rent, the amount of such overpayment.

(ii) The Final Tax Statements furnished to Tenant shall constitute a final determination as between Landlord and Tenant of the Taxes for the periods represented thereby, unless (a) the Taxes for any such period are subsequently reduced by tax certiorari proceedings or otherwise (in which event the Final Tax Statement for such adjusted Taxes shall be conclusive and binding, subject to subsection (b) of this Section), or (b) Tenant, within forty-five (45) days after they are furnished, shall give a Notice to Landlord that it disputes the accuracy or appropriateness of any of same, which Notice shall specify the particular respects in which the disputed Final Tax Statement is inaccurate or inappropriate. Pending the resolution of such dispute, Tenant shall pay Tenant's Expense Share of Taxes to Landlord in accordance with the Estimated Tax Statements and/or Final Tax Statements furnished by Landlord. Tenant shall have the right to receive a copy of any tax bill or statement from the applicable taxing authority upon which the disputed Final Tax Statement is based within twenty (20) days after demand therefor. Tenant may not dispute Estimated Tax Statements.

(iii) An appropriate proration shall be made as between Tenant's PILOT Payment and Tenant's Tax Payment in respect of the Tax Year in which the Real Property first becomes subject to Taxes. If the date of expiration or termination of this Lease (except for termination for Tenant's default), whether or not same is the Expiration Date or another date prior or subsequent thereto, is not the last day of a Tax Year, then Tenant's Tax Payment shall be prorated based upon the number of days of the applicable Tax Year within the period. With respect to the year in which the term of this Lease expires or terminates, such pro rata portion shall be payable by Tenant to Landlord within twenty (20) days following delivery of an invoice therefor if it has not theretofore already been paid, and Landlord, as soon as reasonably practicable, shall cause the annual statements of the Taxes for that Tax Year to be prepared and furnished to Tenant. Landlord and Tenant thereupon shall make appropriate adjustments of all amounts then owing.

4.06 Fixed Expense Payments.

A. During the term of this Lease commencing on the RCD (and on the first day of each month thereafter), together with the payment of Fixed Rent and the Estimated Tenant's Expense Payment, Tenant shall pay, as additional rent, annual fixed expense payments (individually, a "Fixed Expense Payment" and collectively, the "Fixed Expense Payments") at the following rates (each such payment shall be equal to one-twelfth (1/12th) of the annual amounts below, which amounts are subject to increase in the manner set forth in Section 4.06B hereof);

(i) Use of the loading dock by Tenant during Freight Operating Hours: [redacted]

(ii) Use of the Common Freight Elevators by Tenant during Freight [redacted]

(iii) Tenant's portion of the cost incurred by Landlord to provide, maintain and empty the dumpster facilities for the Building (other than for wet garbage: [redacted]

(iv) HVAC service to the portions of the Premises located on the ground floor and the B2 Level during Premises Operating Hours that are outside of Office Operating Hours: [redacted]

(v) Exterior window washing of the Premises: [redacted]

B. Each of the above amounts shall be for the calendar year in which the Rent Commencement Date occurs, and for each subsequent calendar year shall be an amount equal to [redacted] of the amount for the immediately prior calendar year.

4.07 Survival. The executory provisions of this Article 4 shall survive the expiration or earlier termination of the term of this Lease. In no event shall the Fixed Rent and/or Fixed Expense Payments under this Lease be reduced by virtue of this Article 4 or any provision hereof except to the extent Tenant is entitled to a credit or credits against such Fixed Rent and/or Fixed Expense Payments with respect to any overpayment as herein in this Article 4 expressly provided.

ARTICLE 5

USE

5.01 Observation Deck Uses.

A. Tenant shall use and occupy the Observation Deck as (i) a public observation deck and observatory that provides a unique interactive visitor experience, and (ii) ancillary service-type retail uses for such observation deck, which shall include gift shop facilities, food and beverage facilities for visitors to the Observation Deck, an event venue, and related advertising and marketing activities permitted under this Lease (the uses described in clause (ii), together with the uses described in clause (i), the "Floor 100-102 Uses"). Tenant shall use and occupy the Observation Deck Exclusive Lobby only for ticket sales, security screening, coat check services, waiting areas (together with, if approved by the tenant under the Condé Nast Lease, ancillary beverage, cold food and gift shop facilities) and event support activities such as event registration, and the like (the "Exclusive Lobby Uses"). Tenant may not use the Observation Deck Public Lobby for any purposes other than access and egress to the Observation Deck Exclusive Lobby (the "Public Lobby Use").

B. Tenant shall seek, to the maximum extent practicable, to limit queuing of visitors to areas within the Demised Premises, including without limitation by the use of a time-ticketing admission system and operational protocols. If necessary during atypical overflow periods, Tenant may queue ticket-holding visitors on a portion of the West Plaza in accordance with a plan approved in advance by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed provided that it complies with standards for Premier Facilities. At least two (2) months prior to the time Tenant submits Tenant's Architectural Plans and Tenant's Engineering Plans to Landlord for Landlord's approval in accordance with Exhibit J, Tenant shall provide an initial queuing plan to Landlord for such approval, and may thereafter modify the queuing plan from time to time with such approval by Landlord. Tenant's queuing plan shall describe the limited circumstances under which queuing will be permitted, the specific locations where queue lines will be located, the barriers that will be used to form the queue lines, the maximum size of queue lines, the staffing and placement of visitor service representatives and security personnel, and the procedures for admitting visitors to the Demised Premises. In no event shall queue lines be allowed to obstruct or discourage use of the Observation Deck Public Lobby by members of the public for travel to and from the below-grade areas of the World Trade Center or to obstruct or discourage use of seating areas in the West Plaza. No entertainment or programming shall be provided on the West Plaza without Landlord's prior written approval in its sole discretion.

C. The high walls and ceiling of the Observation Deck Public Lobby on the ground floor will be cleaned, maintained and repaired using the same specialized lift used by Landlord for the Main Lobby of the Building (which may change from time to time). Tenant shall keep the ground floor portion of the Observation Deck Public Lobby free and clear of obstructions or impediments to the use of such lift. Any furniture, equipment or installations in the ground floor portion of the Observation Deck Public Lobby shall require Landlord's approval, which may be revoked at any time if there is an obstruction or impediment to use of the particular lift then employed by Landlord.

D. The Floor 100-102 Uses, Exclusive Lobby Uses and Public Lobby Use, each as applicable to its respective portion of the Demised Premises, are collectively referred to in this Lease as the "Observation Deck Uses" and shall be designed, constructed, maintained and operated in accordance with the Tenant Business Plan as provided in Section 5.11 and consistent with the LEED certification for the Building, standards for the World Trade Center and with then-existing Premier Facility Standard. The respective portions of the Demised Premises shall only be used for the Floor 100-102 Uses, Exclusive Lobby Uses, and Public Lobby Use, as applicable, and for no other purpose; provided (a) Tenant complies with all applicable provisions of this Lease in connection with the foregoing uses, (b) Tenant obtains (at its cost and expense) any and all required permits, licenses and certificates for the Observation Deck Uses, (c) Tenant performs (or has performed) and pays for any necessary extermination, exhaust or ventilation (in excess of any exhaust or ventilation provided by Landlord at its expense as part of Basic Construction upon and subject to the terms of the Work Letter) and cleaning

necessitated by the use of such space for the Observation Deck Uses, (d) Tenant shall comply with the requirements set forth on Exhibit KK concerning all food preparation and food service facilities and any additional requirements reasonably imposed by Landlord in connection with any of the uses permitted hereunder, (e) no Observation Deck Use may constitute "manufacturing" under any applicable Legal Requirements and (f) no Observation Deck Use shall affect the exterior appearance of the Building, including without limitation by colored lights, strobe lights, lasers or other special lighting visible from outside the Building. No event or function may be held in the Demised Premises without Landlord's prior approval, in its sole discretion, if (i) the event or function by its nature (e.g. the nature of the sponsor, speaker, or invited guests) is reasonably expected to generate special security concerns outside the Demised Premises and in or around the Building or (ii) Landlord has notified Tenant that the same or a similar event or function has been prohibited in other space in the Building based on security concerns which Tenant is unwilling or unable to satisfy. The Demised Premises may not be open for business earlier than 8:00 A.M. or later than 12:00 midnight without Landlord's reasonable approval. The Observation Deck Uses shall include the types of uses set forth in the Tenant Business Plan to the extent that such uses comply with all the terms and conditions of this Lease.

E. The conduct of Tenant's business in the Demised Premises (including all maintenance, operation and repair obligations and other services performed by Tenant on its own behalf pursuant to the terms of this Lease, including the terms of Article 6 hereof) shall not be done in a manner which would (i) disturb harmony with any trade engaged in performing any other work in the Building (including the creation of any work slowdown, sabotage, strike, picket or jurisdictional dispute) and (ii) in Landlord's reasonable determination, create any actual interference with the operation of the Building (other than the Demised Premises) and/ or the operations of other tenants. Tenant shall immediately take all actions necessary to avoid any such disturbance if Landlord delivers a Notice to Tenant that its operations are disturbing harmony with any trade engaged in performing any work in the Building (other than for the Demised Premises) and in Landlord's reasonable determination are creating actual interference with the operation of the Building and/or the operations of other tenants. Landlord and Tenant shall cooperate with one another in all reasonable respects to avoid any such labor disharmony. If Landlord delivers such a Notice to Tenant, and Tenant fails to eliminate such actual interference within 24 hours after the Notice is given, then without limiting Landlord's other rights and remedies Tenant hereby agrees to defend, save and hold Landlord harmless from any and all loss arising after such 24 hour period has expired from any labor disharmony arising from Tenant's business, including any reasonable attorneys' fees and any claims made by third parties. Tenant may at any time utilize Tenant's employees to conduct its business whether or not such employees shall be unionized; provided, however, that such employees shall be properly licensed if required by applicable Legal Requirements and shall not cause labor disharmony in the Building as described in the first sentence of this Section 5.01E.

F. Tenant is very committed to the New York/New Jersey region, which includes its goal of engaging more minority and women-owned businesses in its operations. Tenant intends to provide meaningful opportunities for these businesses to bid on contracts and subcontracts to enable more widespread participation in its business activities. Tenant agrees to use commercially reasonable efforts when economically feasible to take the following steps in connection with this Lease:

(1) Place qualified minority and women-owned business enterprises on its solicitation list;

(2) Assure that minority and women-owned business enterprises are solicited whenever they are potential sources;

(3) Divide project requirements, when logistically and economically feasible, into small tasks or quantities to permit maximum participation by minority and women owned business enterprises;

(4) Use the services and assistance of the Small Business Administration (Federal construction contractor data now maintained in www.ccr.gov (the Central Contractor Registration)), the Minority Business Development Agency Department of Commerce and the Port Authority of New York and Jersey's Office of Business and Job Opportunity; and

(5) Require the prime contractor, if subcontracts are to be let, to take the affirmative steps in Sections 5.01F(1) through (4) above.

Through these efforts, Landlord's managing agent hopes to enhance participation of minority and women-owned businesses in its projects and the construction industry.

5.02 Prohibited Uses. The use of the Demised Premises for the purposes specified in Section 5.01 shall not include:

(1) any office uses, other than offices for the business operated in the Demised Premises;

(2) any services provided to customers other than as described in the Tenant Business Plan or otherwise approved by Landlord;

(3) the conduct of an auction except in connection with Tenant's business or as part of Tenant's eleemosynary activities but subject to all applicable Legal Requirements and reasonable regulations or restrictions of Landlord with respect to the time and scope of the conduct of any such auction;

(4) the conduct of any gambling activities (except as part of Tenant's eleemosynary activities but subject to all applicable Legal Requirements and reasonable regulations and restrictions);

(5) any use prohibited by the Rules and Regulations attached hereto and made a part hereof as Exhibit N;

(6) the sale or display of obscene material, or the use of any space for the conduct of any obscene or nude live performances, or as a sex club of any sort, or as a "massage parlor," or for any similar, or related purpose;

(7) any retail uses that are not expressly included in the definition of Observation Deck Uses; or

(8) any activities that are not described in the Tenant Business Plan.

5.03 Prohibited Items. Tenant shall not use, occupy, suffer or permit the Demised Premises (or any part thereof) to be used in any manner, or suffer or permit anything to be brought into or kept therein, which would (a) make unobtainable at standard rates from a reputable insurance company authorized to do business in New York State fire insurance or liability, elevator, boiler, umbrella or other insurance customarily carried by landlords of first-class office buildings in Manhattan, (b) cause, or be likely to cause, injury or damage to the Building or to any Building

equipment or to the Demised Premises, (c) constitute a public or private nuisance, (d) emit objectionable fumes, vibrations, heat, chilled air, vapors or odors into or from the Building or the Building equipment, or (e) interfere with any of the Building services (except if such interference is temporary, is coordinated with Landlord and does not affect any other tenant of the Building), including the furnishing of electrical energy, or the proper and economical cleaning, heating, ventilating, air conditioning or other services servicing the Building (other than the Demised Premises). In addition, Tenant shall conduct its business in the Premises throughout the term in such a manner that does not create any noise or vibration which, in Landlord's reasonable discretion, would be objectionable to members of the public using the Observation Deck Public Lobby, would be heard or felt in the Main Lobby of the Building or other areas outside the Demised Premises at levels that would make the noise level in the Main Lobby exceed NC 35 (except for special circumstances (e.g., public announcements)), or which would otherwise impair or interfere with the use or enjoyment by any other tenant of any other space in the Building.

5.04 Licenses and Permits. Subject to the terms of the Work Letter, if any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in (or any subtenant's business) or occupancy of the Demised Premises, then Tenant, at its sole expense, shall procure and thereafter maintain (or cause to be maintained) such license or permit and submit the same to Landlord for inspection upon Landlord's request. Tenant shall comply with the terms and conditions of each such license and/or permit. Landlord shall cooperate (at Tenant's expense equal to Landlord's Cost therefor) with Tenant's efforts to obtain any such permits, licenses and certificates, including executing and delivering to Tenant within five (5) days after delivery to Landlord any documents or instruments reasonably required by Tenant in connection therewith; provided that all forms, plans, instruments and other documentation requiring Landlord's signature or sign-off shall be completed by Tenant prior to delivery to Landlord and provided, further, that Tenant shall provide Landlord with all reasonably requested information regarding such permits, licenses, certificates, forms, plans, instruments and other such documentation.

5.05 [Intentionally Omitted.]

5.06 [Intentionally Omitted.

5.07 Licensing. Except as otherwise expressly provided in Article 8 hereof, no licensing of space within the Demised Premises shall be permitted.

5.08 Operating Covenant. The Demised Premises shall be occupied and operated from and after the Occupancy Date, continuously and uninterruptedly, during Premises Operating Hours on each and every calendar day during the term of this Lease (specifically including Sundays and Holidays) for the Observation Deck Uses except during a Permitted Closure. "Permitted Closure" shall mean periods of repairs, alterations or renovations to the Demised Premises set forth in Tenant's Capital Budget and approved by Landlord in accordance with the provisions of this Lease governing Tenant improvements, construction and alterations, and periods of closure due to Force Majeure. Tenant agrees that Landlord may change the Premises Operating Hours from time to time by notice to Tenant, subject to standards for the World Trade Center and with then-existing Premier Facility Standards, and Legal Requirements. Tenant acknowledges that: (i) other occupants of the Building are not required to be open for business during all Premises Operating Hours; (ii) Tenant's continuous use and occupancy obligations under this Section 5.08 are a material inducement for Landlord to enter into this Lease and but for such continuous use and occupancy agreement, Landlord would not have entered into this Lease; (iii) Tenant's required operation of the Observation Deck Uses in the Demised Premises is integral to the proper and successful operation of the Building and of the World Trade Center; and (iv) in entering into this Lease, Tenant has not relied upon, nor has

Landlord made any express or implied warranties to Tenant with respect to, the leasing, operation or use of other space or facilities within the Building or the World Trade Center, the number of visitors to the Demised Premises, Building, or World Trade Center, the cost of operating the Demised Premises or the financial performance of the Observation Deck Uses, and that Tenant's obligations under this Lease are in no way conditioned or dependent upon any of the foregoing. For each day that is not a Permitted Closure and that the Demised Premises are not occupied and operated continuously and uninterruptedly for the Observation Deck Uses during Premises Operating Hours, in addition to the Rent payable by Tenant with respect to such day, Tenant shall pay Landlord liquidated damages equal to the sum of [redacted] In addition, if there are more than fifteen (15) days of unpermitted closure in any thirty-six (36) months period, then Landlord shall have the right to terminate this Lease by sending notice thereof to Tenant.

5.09 Offensive or Distasteful Elements. Notwithstanding anything to the contrary in this Lease, if Landlord or the Port Authority reasonably determines, taking into account then existing standards for the World Trade Center and the Premier Facility Standards, that any element of the operation of the Demised Premises is offensive (including, without limitation, signage, programming, merchandise, food or beverage) or distasteful, upon notice thereof Tenant shall immediately eliminate such element or modify it to the Landlord's and Port Authority's reasonable satisfaction.

5.10 Compliance with Screening Protocols and Security Plan. Tenant, its sublessees, servants, employees, agents, visitors and licensees shall comply with the Screening Protocols. Tenant may furnish copies of the Screening Protocols (as the same may hereafter be modified or amended from time to time as set forth below) to Tenant's contractors, subcontractors and potential contractors and subcontractors. At least two (2) months prior to the time Tenant submits Tenant's Architectural Plans and Tenant's Engineering Plans to Landlord for Landlord's approval in accordance with Exhibit J, Tenant shall also submit for review and approval by Landlord and Net Lessor a comprehensive security plan ("Tenant's Security Plan") setting forth the security equipment, personnel and procedures that will be used by Tenant to protect the Demised Premises from potential threats as described in the Screening Protocols and otherwise to provide security for the Demised Premises and West Plaza, in accordance with this Lease including without limitation all security standards established by the Port Authority under Section 6.01G(2). Tenant shall incorporate into Tenant's Security Plan and comply with the Building Access Control And Security Monitoring Plan attached hereto as Exhibit S-2. Once approved, Tenant shall adhere to Tenant's Security Plan. Landlord shall have the right from time to time during the term of this Lease to make changes in and additions to the Screening Protocols, and such changes shall be binding upon Tenant upon reasonable prior Notice to Tenant of such changes with the same force and effect as if they were originally attached hereto and incorporated herein. Tenant shall modify the Tenant Security Plan in order to comply with any changes to the Screening Protocols or security standards established by the Port Authority under Section 6.01G(2) within five (5) Business Days following notice of any such changes from Landlord or the Port Authority or if such change shall be of such a nature that compliance cannot be completed within such five (5) Business Day period (for example, because of the need to hire personnel or obtain equipment), such longer period of time provided Tenant commences to implement such change within said five (5) Business Day period, and thereafter diligently take all steps necessary to implement such change taking into account the importance of providing security for the Demised Premises. Any failure by Landlord to enforce the requirements of this Lease respecting the Screening Protocols now or hereafter in effect shall not constitute a waiver

of the enforceability of any such requirements respecting Screening Protocols. Landlord shall exercise its judgment in good faith in any instance providing for the exercise of its judgment with respect to the Screening Protocols.

5.11 Tenant Business Plan. (a) Tenant's use, occupancy and operation of the Premises, and the concept, design elements, technology, visitor experience, amenities and ancillary services respecting the Premises must be in accordance with the Tenant Business Plan at all times. Tenant shall have the right and obligation to revise the Tenant Business Plan from time to time in accordance with changes in Premier Facility Standards or upgrades or improvements to the Demised Premises required by this Lease. Changes to the Tenant Business Plan shall be subject to the prior written consent of Landlord and Net Lessor which shall not be unreasonably withheld, conditioned or delayed, provided that no change in the Tenant Business Plan shall be effective unless and until the change is incorporated into this Lease by an amendment hereto signed by Landlord and Tenant.

(b) [redacted]

5.12 Key Persons; Tenant Ownership/Control Requirement. Tenant shall cause the Tenant Ownership/Control Requirement to remain satisfied at all times during the term of this Lease (provided, however, that Tenant shall not be in default of this covenant by reason of death, insanity, incapacity, or termination of employment of any Key Person or Key Manager as to which Tenant gives Landlord Notice within ten (10) days after such death, insanity, incapacity or termination and within thirty (30) days after such death, insanity, incapacity or termination designates by Notice to Landlord a substitute Key Person or Key Manager, as applicable, for written approval by Landlord, such approval not to be unreasonably withheld, conditioned or delayed beyond ten (10) Business Days after Landlord's receipt of Notice of such designation; provided, however, if Landlord gives notice to Tenant that Landlord disapproves of Tenant's substitute Key Person or Key Manager, as applicable, such thirty (30) day period (and any subsequent thirty (30) day period) shall be extended by an additional thirty (30) days from Landlord’s disapproval Notice, until Landlord approves of Tenant's substitute Key Person or Key Manager, as applicable). If Tenant's Notice designating the substitute Key Manager states, in all capital letters and bold type, that the substitute Key Person or Key Manager shall be deemed approved pursuant to this Section 5.12 if Landlord does not respond within ten (10) Business Days and Landlord fails to timely approve or disapprove of Tenant's substitute Key Person or Key Manager, as applicable, within such ten (10) Business Day period, Landlord shall be deemed to have approved such substitute Key Person or Key Manager, as applicable. Without limitation of the foregoing, during the Stabilization Period it shall be a default under this Lease if any Key Person ceases to be fully responsible and actively directing the design, construction and operation of the Premises within each such Key Person's specified area of responsibility (provided, however, that Tenant shall not be in default of this covenant by reason of death, insanity, incapacity, or termination of employment of any Key Person as to which Tenant gives Landlord notice within ten (10) days after such death, insanity, incapacity or termination and within thirty (30) days after such death, insanity, incapacity or termination designates by Notice to Landlord

a substitute Key Person for written approval by Landlord, such approval not to be unreasonably withheld, conditioned or delayed ten (10) Business Days after Landlord's receipt of Notice of such designation); provided, however, if Landlord gives Notice to Tenant that Landlord disapproves of Tenant's substitute Key Person, such thirty (30) day period (and any subsequent thirty (30) day period) shall be extended by an additional thirty (30) days from Landlord's disapproval Notice until Landlord approves of Tenant's substitute Key Person). If Tenant's Notice designating the substitute Key Person states, in all capital letters and bold type, that the substitute Key Person shall be deemed approved pursuant to this Section 5.12 if Landlord does not respond within ten (10) Business Days and Landlord fails to timely approve or disapprove of Tenant's substitute Key Person within such ten (10) Business Day period, Landlord shall be deemed to have approved such substitute Key Person.

5.13 Licensed Property; Trade Name. The ability of Landlord to own and control the branding of the Premises and the Trade Name of the Premises and to obtain one or more major corporate sponsorships for the Facility is a material condition of this Lease.

A. It is the Landlord's intention that the Premises be known as ONE WORLD OBSERVATORY. Thus, Tenant shall always conduct its operations in the Premises under the Marks in strict accordance with the License Agreement, unless Landlord and Net Lessor shall otherwise consent, which consent may be granted or withheld in their sole and absolute discretion. Prior to the execution of this Lease, Tenant has delivered to Landlord a trademark opinion that each of the Marks is available for use and registration in connection with any goods and services and do not infringe upon the intellectual property rights of another individual or entity. Landlord may, in its discretion, require Tenant to change the Marks to other marks reasonably acceptable to Tenant. Landlord shall pay Tenant's out-of-pocket expenses of such a change but shall have no other liability in connection therewith. In the event of such change, the new mark shall be deemed a Mark under this Lease.

B. Landlord, with the approval of Net Lessor, shall have the right to select one or more sponsors for the Premises, the identity of such sponsor(s) must be reasonably acceptable to Tenant, in which event, Tenant shall as directed by Landlord: (i) incorporate and/or use the sponsor's name and/or other indicia of the sponsor as part of the name of the Premises (or portions of the Premises as designated by Landlord, in the event of multiple sponsors), (ii) identify such sponsor(s) in Signs and marketing materials related to the Premises, (iii) incorporate such sponsor(s) in Tenant's program content and marketing activities, (iv) use equipment and products of such sponsor(s) in the Demised Premises (and not use the products or equipment of any such sponsors' competitors) and (v) otherwise cooperate with Landlord in maximizing the sponsorship potential of the Facility, all as requested by Landlord consistent with the Premier Facility Standard and prevailing market requirements of major corporate sponsors of nationally recognized sports and entertainment facilities and attractions. Tenant shall not be required to incur any unreimbursed out-of-pocket costs as a result of any sponsorship. Tenant shall make no use of the sponsor's name or other indicia of the sponsor except on the terms directed by Landlord or otherwise approved in writing by Landlord in its sole discretion. Tenant shall not enter into any sponsorship arrangement related to the Facility (or any part or aspect thereof) except at Landlord's request pursuant to this Section 5.13. If requested by Landlord, Tenant shall enter into a sponsorship agreement with Landlord and any such sponsor. Notwithstanding anything in this Lease to the contrary, Landlord shall receive any and all revenue arising from the sponsorship of the Premises. Landlord shall reimburse Tenant for all actual third party costs incurred by Tenant in connection with any such sponsorship pursuant to a budget reasonably approved by Landlord.

C. Tenant acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Landlord, its successors and assigns and that nothing in this Lease or

the License Agreement shall give Tenant any right, title, or interest in any of the Licensed Property (including the Marks), other than the right to use the Licensed Property at the Premises in connection with the Licensed Products and the Licensed Services (as each such term is defined in the License Agreement) during the Term, subject to the terms and conditions of this Lease (including without limitation the Premier Facility Standard) and the License Agreement. In consequence of Landlord's worldwide ownership of the Licensed Property and said goodwill, Tenant shall not initiate or undertake any acts inconsistent with such ownership, and Tenant shall not take or assist any person in taking any action, directly or indirectly, that may invalidate, dilute, tarnish, prejudice or impair any right, title and interest of Landlord in and to the Licensed Property. Tenant further acknowledges and agrees that all use of the Licensed Property by Tenant shall be on behalf of and shall inure solely and exclusively to the benefit of Landlord insofar as the ownership of and rights in and to the Licensed Property, and the goodwill of the business symbolized thereby are concerned. For the avoidance of doubt, Tenant shall have no rights to use any of the Licensed Property unless and until the License Agreement is executed and delivered by Landlord and Tenant and then only in compliance with the License Agreement.

5.14 Retail Tenant Rights. Tenant acknowledges that the Retail Tenant has been granted the Retail Tenant Rights, and Tenant's rights under this Lease are limited accordingly. Notwithstanding anything to the contrary in this Lease, Tenant shall not use the Demised Premises or any other portions of the Building or World Trade Center in any way that violates the Retail Tenant Rights. Tenant shall accommodate reasonable requests by Landlord or Retail Tenant respecting the Retail Tenant Rights. Without limitation of the foregoing, Tenant acknowledges and agrees that Retail Tenant has the Retail Tenant Affirmative Signage Rights, and that Tenant is obligated to accommodate the Retail Tenant Affirmative Signage Rights.

5.15 West Plaza. Tenant shall, at its sole cost and expense, keep the West Plaza (including without limitation all benches, lighting, trash receptacles, landscaping and the like) clean and in good condition, subject to reasonable wear and tear, and except as Landlord may otherwise elect under Section 6.01G, shall provide security services for the West Plaza, all in a manner that meets or exceeds the standards for cleaning, maintenance and security at other public plazas at the WTC; provided that all capital repairs and replacements needed for the West Plaza shall be performed by Landlord. Tenant shall enforce Landlord's no-smoking policy on the West Plaza. The West Plaza shall be open to, and available for use by, the public subject to the Rules and Regulations and to any additional rules and regulations established by the Port Authority from time to time for public areas at the WTC. Tenant shall have no rights to use the West Plaza except for passage of visitors to and from the Observation Deck in common with the public, as provided in Section 5.01, and for such other uses as may be approved by Landlord in its sole and absolute discretion. Without limiting the generality of the foregoing, the West Plaza may not be used for events, functions, marketing activities or signage except as Landlord specifically so approves.

ARTICLE 6

SERVICES AND EQUIPMENT

6.01 From and after the Occupancy Date with respect to each portion of the Demised Premises Landlord or Tenant, as applicable, shall provide the services described in this Article 6 in conformance with the Premier Facility Standard (certain responsibilities of Landlord and Tenant are summarized on Exhibit L, which is intended as a summary only; in the event of any inconsistency or conflict between Exhibit L and provisions contained in the main body of this Lease, the provisions contained in the main body of this Lease shall control):

A. (1) At Tenant's sole cost and expense, Tenant shall operate the Observation Deck Elevators. The Observation Deck Elevators located in the Observation Deck Public Lobby shall be operated and available for use by the public on a 24/7 basis for access to and from other WTC facilities, including public transit facilities. At Landlord's election, (i) Tenant shall either assume Landlord's rights and obligations with respect to the Observation Deck Elevators under the Building's elevator maintenance and repair contract pursuant to an agreement reasonably satisfactory to Landlord and Tenant (Landlord and Tenant agree that the share of routine elevator service costs allocable to the Observation Deck Elevators that are included in the Basic Construction is equal to [redacted] of the costs of routine elevator service for all elevators and escalators being installed as part of Basic Construction in the Building (i.e., the base contract amount for services for which no separate charge is made, not including any additional Observation Deck Elevators installed by Tenant)) or (ii) Tenant shall contract for elevator maintenance and repair services for the Observation Deck Elevators directly with the same elevator service company as Landlord employs for other Building elevators, in which event Landlord shall use commercially reasonable efforts to cause its elevator service company to provide pricing and contract terms and conditions to Tenant that are comparable to the pricing and contract terms and conditions provided to Landlord, taking into account differences in equipment and usage. Tenant shall comply with all of the manufacturer's specifications and requirements for the Observation Deck Elevators. The security system serving the elevators shall be capable of limiting initial access to any floor from the Observation Deck Exclusive Lobby with the use of integral devices or codes provided as part of the elevator dispatching system installed by Landlord at its expense as part of Basic Construction; if Landlord is required to modify the base Building security system to facilitate such tie-in, such work shall be performed by Landlord at Tenant's expense equal to Landlord's Cost therefor. The programming for the operation of the Observation Deck Elevators in the event of an emergency shall be approved by Landlord and shall be revised from time to time as Landlord may determine. In no event shall the Observation Deck Elevators be allowed to stop at any location that is not within the Demised Premises without Landlord's approval which may be withheld in its sole and absolute discretion. All Observation Deck Elevators shall be generally available for use by visitors to the Observation Deck except that one or more Observation Deck Elevators may be reserved (x) as necessary for guests attending functions in the Observation Deck and (y) for customers of any lounge or restaurant in the Observation Deck provided that use of the Observation Deck Elevators under this clause (y) shall be pursuant to a plan reasonably approved by Landlord that is intended to maximize the amount of Percentage Rent.

Following the Occupancy Date Landlord shall provide freight elevator service from 7:00 a.m. to 5:00 p.m. on Business Days ("Freight Operating Hours") on a first-come, first-served basis to the floors on which the Demised Premises and loading docks are located, through not less than two (2) freight elevators (the "Common Freight Elevators") (except that during the first twenty-four (24) months after the First Delivery Date only one (1) Common Freight Elevator may be available). The Common Freight Elevators may be used by Tenant during Freight Operating Hours solely for workmen and small deliveries, and shall not be used for construction materials or large deliveries. The cost incurred by Landlord to furnish the foregoing service to Tenant shall be paid by Tenant as a Fixed Expense Payment pursuant to the terms of Section 4.06 of this Lease. Use of the Common Freight Elevators by Tenant prior to the Occupancy Date shall be governed by the Work Letter. Following the Occupancy Date, on an annualized basis Tenant shall not call for a Common Freight Elevator to stop on any floor of the Premises more than Tenant’s Freight Elevator Share if one or more office tenants complain that such excess use interferes with the use of the Common Freight Elevators by office tenants during Freight Operating Hours or that the cost of such excess use is being paid by office tenants. “Tenant’s Freight Elevator Share” shall be equal to 3.67% of the maximum aggregate number of all calls for the Common Freight Elevators to stop on any floor of the Building during Freight Operating Hours on Business Days that can be made consistent with standards for Comparable Buildings when the Building is fully occupied as reasonably determined by Landlord. Tenant’s Freight Elevator Share shall be pro-rated for any partial year. In the

event that Tenant's use of the Common Freight Elevators during Freight Operating Hours is exceeding Tenant's Freight Elevator Share and there is an office tenant complaint as described above , then upon Notice from Landlord Tenant shall prepare and implement a plan approved by Landlord for reducing Tenant's use to no more than Tenant's Freight Elevator Share by changing Tenant's operations or transferring use of the Common Freight Elevators to times outside of Freight Operating Hours. If Tenant fails to eliminate such excess use within thirty (30) days following Landlord's Notice or, at Tenant's election if the office tenant complaint is related solely to cost, then Tenant shall pay as additional rent, within thirty (30) days after receipt of a bill from Landlord, an amount equal to the product of (i) the excess number of calls for a Common Freight Elevator to stop on any floor of the Premises during Freight Operating Hours following Landlord's Notice, multiplied by (ii) one-third of the hourly rate for use of the Common Freight Elevators outside of Freight Operating Hours in accordance with Exhibit BB. If, at any time and from time to time in the judgment of Landlord, there is insufficient capacity of the Common Freight Elevators during Freight Operating Hours to reasonably serve the needs of Tenant, other tenants of the Building and/or Building operations on account of the use by one (1) or more party(ies) of the Common Freight Elevators in excess of the percentage of Building space occupied thereby, then Landlord may, subject to the other terms of this Section, immediately impose additional requirements and/or procedures reasonably designated by Landlord with respect to the use of the Common Freight Elevators during Freight Operating Hours to resolve such problem, which requirements and/or procedures shall be applied in a non-discriminatory manner by Landlord (based upon such party's percentage of occupancy of the Building, other than Landlord) with respect to Landlord, Tenant and all other tenants of the Building.

(2) Outside of Freight Operating Hours on Business Days, and on non-Business Days, Tenant may reserve by at least 24 hours prior Routine Notice to Landlord, on a "first come first served" basis one (1) freight elevator for its exclusive use (which right to reserve the freight elevator shall be subject to Landlord's need for same for normal Building operations such as cleaning, removal of trash and construction debris and other normal housekeeping and maintenance requirements of multi-tenanted buildings of similar size, provided, however, that if Tenant shall have so reserved a freight elevator for its exclusive use, Landlord shall have no right (except in an emergency) to cancel Tenant's reservation for any of the foregoing reasons) upon application to the Building manager, and Tenant shall pay Landlord's Building charge for the use of the freight elevator during overtime equal to Landlord's Cost therefor (which charge shall include the charges for the services of an operator equal to Landlord's Cost therefor, together with, if the loading dock is being utilized by Tenant as provided below, a charge equal to Landlord's Cost therefor for one or more security guard(s) and/or other personnel on the loading dock if required by Landlord in accordance with the security protocols adopted by Landlord for the Building). Any time Tenant reserves a freight elevator for its exclusive use, Tenant shall also have the right, at no additional charge (other than Landlord's charge therefor) for the services of one or more security guards and/or other personnel on the loading dock during overtime hours, if required by Landlord in accordance with the security protocols adopted by Landlord for the Building), to use (on a non-exclusive basis) one truck bay in the loading dock of the Building for the delivery or removal of material from the Building. Tenant shall cooperate and coordinate with Landlord in scheduling Tenant's use of the freight elevator. Tenant shall take all measures necessary to protect the freight elevator from injury and damage and shall promptly deliver a Notice to Landlord with respect to any injury or damage to the freight elevator. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in repairing any injury or damage to the freight elevator caused by Tenant (which shall equal to Landlord's Cost therefor), or at Landlord's option and at Tenant's expense, Tenant shall promptly repair such injury or damage. The charges for use of the freight elevator and/or security guards and/or other personnel required for the loading dock, in each case after Freight Operating Hours on Business Days and on non-Business Days, shall be equal to Landlord's Cost therefor.

(3) Until completion of the Building's permanent loading dock, the Building will be serviced by an Interim Loading Dock at grade level substantially as shown on Exhibit Q annexed

hereto and the Main Lobby will be segregated substantially as shown on Exhibit Q to accommodate deliveries into the Building from such Interim Loading Dock, all as more particularly described in the Work Letter.

B. Landlord shall operate, maintain and keep in good order and repair the Building's central heating, ventilating and air conditioning system, including cooling towers, pumps, and the Building BMS and other associated equipment installed by Landlord as part of Basic Construction (collectively, the "HVAC System"), to provide heating, ventilation and air conditioning ("HVAC") for each floor of the Premises in accordance with this Article 6 and the Work Letter. Tenant, at Tenant's expense, shall provide, operate, maintain and keep in good order and repair all other equipment and facilities needed for HVAC service to the Demised Premises that are not installed by Landlord as part of Basic Construction. The central HVAC System will be operated by Landlord to provide HVAC up to the capacity of the HVAC System to the Demised Premises during Premises Operating Hours. The costs of operating, maintaining, repairing, and replacing the shared components of the HVAC System that serve the Demised Premises and other areas in the Building shall be the sole responsibility of Landlord, provided that the costs of providing HVAC service to the portions of the Demised Premises located on the ground level and B2 Level during Premises Operating Hours that are outside of Office Operating Hours shall be paid by Tenant as a Fixed Expense Payment pursuant to the terms of Section 4.06 of this Lease. Such costs for components of the HVAC System serving the Demised Premises exclusively shall be paid by Tenant as part of the Fixed Expense Payment as a Premises Expense. Landlord's Cost of shared equipment used to provide HVAC service to the portions of the Premises on the ground level and the B2 Level during non-Premises Operating Hours shall be paid by Tenant as a Premises Expense at the rate for overtime HVAC set forth on Exhibit BB. Electricity to operate the DX Units serving the Demised Premises shall be paid for by Tenant as set forth in Section 7.01 hereof. Tenant at its expense shall be solely responsible for the repair, maintenance and replacement of the DX Units serving the Premises (other than any DX Units serving any portions of the Premises located on level B2).

C. Subject to Section 6.02, Tenant shall at Tenant's sole cost and expense provide all cleaning services for the Demised Premises necessary and appropriate to comply with the Premier Facility Standard. Tenant shall remove all trash, garbage and waste products, including wet garbage, from the Demised Premises during time periods specified by Landlord. Tenant shall deposit all trash, garbage and waste products, other than wet garbage, in dumpster facilities provided by Landlord at the loading dock and Tenant shall store all wet garbage in refrigerated wet garbage storage facilities that are furnished and installed by Tenant within the Demised Premises upon and subject to all of the terms of this Lease. Tenant's portion of the cost of providing, maintaining and emptying the dumpster facilities for the Building (other than for wet garbage) shall be paid by Tenant as a Fixed Expense Payment pursuant to the terms of Section 4.06 of this Lease. Tenant shall, at Tenant's expense, contract directly with a garbage disposal service reasonably acceptable to Landlord for wet garbage pickup and disposal.

D. At Tenant's sole cost and expense as a Premises Expense, Landlord shall furnish cold water for the Observation Deck Uses. Tenant shall be responsible for creating its own hot water (using electric hot water heaters or steam, at Tenant's option) wherever required, provided, however, that as a Premises Expense Landlord shall provide hot water for the toilet rooms in the Demised Premises on level B2. Landlord shall provide water to the locations in the Premises as shown on the Final Basic Building Plans and shall provide a location for Tenant to install a hot water heater for the Observation Deck as shown on the Final Basic Building Plans. Tenant shall provide and maintain meters for Tenant's water consumption as provided in Section 4.03(g) and shall reimburse Landlord at one-hundred three (103%) percent of the rate schedule established by The City of New York, for all such water as measured by said meter or meters, including one-hundred three (103%) percent of related sewer charges, and payment therefor shall be made as a Premises Expense in accordance with Section 4.03 hereof.

Tenant as additional rent shall pay for any such steam utilized by Tenant in accordance with the terms of Section 6.01L of this Lease.

E. Landlord at its expense shall promptly and diligently repair and maintain the Building Common Areas, and the roof, exterior windows and facade and structure of the Building, in accordance with standards for Comparable Buildings, subject to the other provisions of this Lease. Landlord shall cause at least one licensed engineer or licensed mechanic helper to be on call for the Building twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, the cost incurred by Landlord to clean the exterior windows of the Premises shall be paid by Tenant as a Fixed Expense Payment pursuant to the terms of Section 4.06 of this Lease.

F. Subject to the Building's security procedures and applicable rules and regulations, Landlord shall provide Tenant with access to the Observation Deck Public Lobby at the locations shown on the Final Basic Building Plans through the West Plaza on the ground level and the connector corridor adjacent to the Observation Deck Public Lobby on level B2, twenty-four (24) hours a day, seven (7) days a week (unless prohibited by applicable Legal Requirements). Tenant acknowledges that the Main Lobby and other lobbies used by office tenants shall not be used for access to the Demised Premises. At Landlord's request, Tenant shall station representatives of Tenant at the entrances to lobbies used by office tenants to direct visitors to the Demised Premises in accordance with a protocol reasonably established by Landlord that, without limitation, shall require appropriate uniforms and prohibit such representatives from selling tickets or engaging in activities other than directing visitors to the entrances to the Demised Premises and answering other informational questions.

G. (1) Landlord shall install the CCTV cameras, door intrusion contacts, and other Building [redacted]

As a Premises Expense, Landlord shall operate, maintain, repair and replace such security equipment. If any modification or relocation of, or addition to, the CCTV cameras or other security equipment is necessitated by Tenant's operations and/or improvements in the Demised Premises, Tenant shall pay Landlord’s Cost for such relocation, modification or addition.

(2) Tenant shall, at Tenant's sole cost and expense, provide all security equipment and systems that is not part of Basic Construction and all materials and personnel necessary for security within the Demised Premises, at the entrances to the Demised Premises,

[redacted]

Tenant acknowledges that security standards adopted by the Port Authority for the Building and the World Trade Center site may exceed those for Comparable Buildings or other Premier Facilities.

[redacted]

(3) Landlord will develop and implement an emergency action plan in accordance with applicable Legal Requirements (currently specified by the New York City Fire Department to be a "Comprehensive (combined) Fire Safety/Emergency Action Plan" pursuant to 3 RCNY Sections 404-01 & 02), and, to the extent not otherwise covered in such emergency action plan, Landlord will prepare and implement a supplement thereto, in consultation with (but without the approval of) Tenant, which supplement will address emergency notification procedures of the Building engineer or manager, Building security personnel, local emergency personnel and Tenant personnel. The parties acknowledge that any safety and security devices, services and programs provided by Landlord with respect to the Building, while intended to deter crime and ensure safety, may not prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. In addition, Tenant acknowledges that Landlord is providing the foregoing emergency action plan and supplement without compensation or other consideration and Tenant hereby agrees to irrevocably waive and release Landlord from any and all obligations or liability whatsoever for any damage, cost or expense incurred by or on behalf of Tenant due to, or caused by, the failure or inability of such emergency action plan and/or supplement to provide emergency notification service to Tenant even if caused by Landlord's acts or negligence.

H. Tenant shall provide, as part of Tenant's Work or as an Alteration upon and subject to the applicable terms of this Lease and/or the Work Letter exhaust systems for Tenant's toilets and kitchen facilities in the Demised Premises. Notwithstanding the foregoing, Landlord shall provide and maintain a toilet exhaust system for toilet facilities constructed in the Observation Deck Exclusive Lobby as part of Basic Construction and shall operate, maintain, repair and replace such exhaust system at Tenant's cost and expense as a Premises Expense. A kitchen make-up air unit shall be installed by Tenant as part of Tenant’s Work upon and subject to the applicable terms of this Lease (or at Landlord’s option, same shall be performed by Landlord as Additional Work).

I. Landlord shall provide, subject to and in accordance with the Work Letter, one or more centrally automated management systems which shall control, operate and monitor (and allow Tenant to monitor) overall Building systems, including without, limitation, the following:

(1) Base Building heating ventilating and air conditioning services, air handlers, cooling towers, heating services and the DX Units;

(2) VAV control as to minimum and maximum quantities;

(3) Condenser water supply temperature;

(4) Elevator status;

(5) Other programmable Building controls to be determined by Landlord; and

(6) Fire safety system.

Tenant shall, at its expense, make all connections to the automated management system for equipment installed by Tenant as part of Tenant’s Work or otherwise. Tenant shall pay Landlord’s Cost for providing service from the automated management system as a Premises Expense, provided that at Landlord's election, (i) Tenant shall either assume Landlord's rights and obligations with respect to the Demised Premises under the Building's service contract for the automated management pursuant to an agreement reasonably satisfactory to Landlord and Tenant or (ii) Tenant shall contract for such service

directly with the same service company as Landlord employs to service the other portions of the automated management system , in which event Landlord shall use commercially reasonable efforts to cause its service company to provide pricing and contract terms and conditions to Tenant that are comparable to the pricing and contract terms and conditions provided to Landlord, taking into account differences in equipment and usage. Provided the same is done as a Material Alteration and does not adversely affect in any way Landlord's or the Building's or any other tenant's systems (or the ability to monitor or control such systems) and subject to the provisions of the Work Letter, (a) Tenant shall have the right to install, at Tenant's sole cost and expense, its own automated management system to monitor all or part of the aforesaid items insofar as they impact the Demised Premises, provided that same complies with this Article 6 and the Work Letter and that Tenant shall be responsible for any costs to connect to any Building systems, (b) Landlord, at no additional charge to Tenant (but with Landlord's Cost therefor to be paid by Tenant), shall allow Tenant's internal systems to interface with the Building's centrally automated management systems and to monitor such systems if Tenant so requests, subject to and in accordance with this Article 6 and the Work Letter, and (c) Tenant shall reimburse Landlord for Landlord's Cost for any ongoing maintenance to Building systems related to Tenant's use of such type of system. In no event shall Tenant have access through the automated management system or otherwise to information that is not for equipment exclusively serving, or physical conditions within, the Demised Premises.

J. Landlord at its expense shall provide, commencing when provided in the Work Letter, sufficient reserve capacity, risers and equipment (including a tap, valve, water flow and tamper switch fed from standpipes as shown on the Final Basic Building Plans) for a sprinkler system on each floor of the Demised Premises, provided that Tenant shall, as part of Tenant's Work, provide any booster pump necessary to maintain adequate pressure for the sprinkler system. Landlord at its expense shall maintain, repair and replace such reserve capacity, risers and equipment up to and including the water flow and tamper switch on each floor of the Demised Premises and shall provide the necessary water for the sprinkler system. Tenant shall provide all other elements for the sprinkler system serving the Demised Premises in compliance with all applicable Legal Requirements. The water flow and tamper switches shall be wired to the Building's Class "E" System.

K.

[redacted]

L.

[redacted]

[redacted]

M. Landlord shall permit the cable television company serving the area in which the Building is located to provide (at Tenant's cost and expense and through the facilities provided in Section 6.01N hereof) cable television service to all floors of the Demised Premises.

N. [redacted]

O. [Intentionally Omitted]

P.

6.02 Notwithstanding any contrary provisions of Section 6.01, Landlord shall, at Tenant's expense as a Premises Expense, clean, maintain, repair and replace the cable net wall and other wall and ceiling areas in the Observation Deck Public Lobby on the ground floor to the same extent as Landlord does so for the Main Lobby by use of a special lift kept on-site by Landlord or its managing agent. The cost for routine cleaning and maintenance using such lift shall be a pro-rata share of the total cost for routine cleaning and maintenance of the Building's ground floor based on usage of the lift for the Observation Deck Public Lobby and for other ground floor areas. Tenant shall pay for non-routine cleaning, maintenance and repair at Landlord's Cost for such work.

6.03 Landlord reserves the right to temporarily interrupt, curtail or suspend the services required to be furnished by Landlord under this Article 6 at any time when the necessity therefor arises by reason of Force Majeure, repairs and maintenance, mechanical breakdown, when required by any Legal Requirement and/or on account of alterations or improvements reasonably deemed necessary or desirable by Landlord for the benefit of the Building or any portion(s) thereof. Landlord shall provide Tenant with a Routine Notice not less than five (5) Business Days prior to all scheduled repairs and maintenance affecting the Demised Premises and Tenant's use thereof. Landlord shall comply with the provisions of Section 10.04 in performing any such work. Except as otherwise in this Lease expressly provided, no diminution or abatement of rent or other compensation shall or will be claimed by Tenant as a result thereof, nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of such interruption, curtailment or suspension, nor shall Tenant be entitled to terminate this Lease or to claim an actual or constructive eviction in whole or in part. Landlord shall use all commercially reasonable efforts to coordinate all scheduled repairs and

maintenance with Tenant so as to minimize interference with Tenant's operations, provided that Landlord shall not be required to incur any overtime costs.

6.04 Reserved.

6.05 Reserved.

6.06 A. Notwithstanding anything in this Lease to the contrary, Landlord agrees that Tenant may install, at Tenant's own cost and expense in accordance with, and subject to, the applicable provisions of this Lease an additional HVAC system (hereinafter referred to as the "Supplemental HVAC System") in the Demised Premises to service the same. The costs of installation (including connection to any condenser water source), maintenance and operation of the Supplemental HVAC System shall be borne by Tenant. Landlord agrees that it shall not charge any fee to Tenant for connecting into the Building's condenser water system, except as provided in Section 6.06B below. Landlord shall install on each floor of the Building, at Landlord's sole cost and expense, valved outlets into the condenser water riser as shown on the Final Basic Construction Plans. Whenever Tenant shall make a connection to any condenser water source on a floor partially occupied by Tenant, Tenant shall also leave additional valved outlets of a size to be reasonably determined by Landlord. Any Supplemental HVAC System shall be located wholly within the Premises. All facilities, equipment, machinery and ducts installed by Tenant in connection with the Supplemental HVAC System shall (a) be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned, (b) comply with Landlord's reasonable requirements as to installation, maintenance and operation, and (c) comply with all other terms covenants and conditions of this Lease applicable thereto. Landlord shall provide to Tenant without additional charge such additional space in the core solely for the purpose of running pipes from the Supplemental HVAC System to the Building's condenser water risers. Unless resulting from the negligence or willful acts of Landlord, its employees, agents or representatives, Landlord shall have no liability or responsibility whatsoever for any interruption in service of the Supplemental HVAC System (if any) for any cause whatsoever, nor shall any such interruption be construed as an actual or constructive eviction of Tenant, or, except as otherwise provided in this Lease, entitle Tenant to any abatement of Fixed Rent or additional rent, or relieve or release Tenant from any of its obligations under this Lease. Tenant agrees to cooperate with Landlord and to abide by all reasonable regulations and requirements which Landlord may prescribe for the proper connection, functioning and protection of the Supplemental HVAC System.

B. (1) Landlord shall furnish condenser water (x) for the DX units serving the Observation Deck and for Tenant's Supplemental HVAC System (if any) located within the Observation Deck in the aggregate amount of up to five hundred (500) tons and (y) up to one hundred thirty (130) tons for the DX units serving the portion of the Demised Premises located on level B2. Tenant may allocate the condenser water for the Observation Deck among the floors of the Observation Deck as part of Tenant's Work upon and subject to the applicable terms of this Lease, subject to Landlord's Engineer's reasonable review at Tenant's expense (which shall be equal to Landlord's Cost therefor). Tenant shall give Notice to Landlord on or before the Final Delivery Date setting forth how many of tons of such reserved condenser water capacity Tenant desires to reserve (the "Condenser Water Notice"), which amount shall not exceed the aggregate capacity available to Tenant pursuant to the first sentence of this Section 6.06B(1). Tenant acknowledges that it shall pay Landlord's charges for all such reserved tons of condenser water, whether or not any or all of such tons are used by Tenant. Tenant further acknowledges that if Tenant fails to deliver the Condenser Water Notice to Landlord timely in accordance with this Section 6.06B(1), then Tenant shall be deemed to have elected to reserve the entire aggregate capacity available to Tenant pursuant to the first sentence of this Section 6.06B(1). Commencing on the Occupancy Date (but prorated on a per diem basis with respect to any partial

month), Tenant shall pay to Landlord, as additional rent, one twelfth (1/12th) of the annual charge hereunder for any condenser water reserved by Tenant as set forth above, at a cost to Tenant per reserved ton equal to Landlord's Cost therefor. Such charge shall be paid by Tenant to Landlord in equal monthly installments in advance on the first day of each month of the term of this Lease together with Tenant's installment of Fixed Rent. If Tenant thereafter requires more than the number of tons it elected to reserve for its use pursuant to the foregoing, Tenant shall deliver a Notice to Landlord with respect thereto; provided such additional tonnage is then available in Landlord's sole and absolute discretion, taking into account the future needs of existing and future occupants of space in the Building (whether or not such space is then vacant) as well as Landlord's existing and future needs in the operation of the Building, Landlord agrees that it will make such additional tonnage available to Tenant at a cost equal to Landlord's Cost therefor, which charge shall be payable by Tenant to Landlord in the manner set forth above.

(2) Landlord shall furnish such condenser water, operable 24 hours per day, 7 days per week, to floors 57 and above via an open loop system and to floors 56 and below via a closed loop system. Water temperatures shall be within +/-2°F of the following: (a) 90°F supply and 105°F return at base zone (which includes Level B2); and (b) 85°F supply and 100°F return at upper zone (which includes Floors 100-102). The condenser water system shall deliver lower temperatures when outdoor air conditions permit operation using a water side economizer. Subject to outside air wet bulb temperatures, the condenser water could be as low as (a) 47°F supply at the base zone (which includes Level B2) and (b) 42°F supply at upper office zone (which includes Floors 100-102).

C. Limited amounts of chilled water are available for Tenant’s use on Level B2 of the Demised Premises. If requested by Tenant by Notice given prior to the date for submission of Design Development Plans pursuant to the Work Letter, Landlord shall provide chilled water to Tenant as a Premises Expense in the amount requested by Tenant in such Notice, up to the available capacity. All plumbing and other work necessary to obtain the chilled water from the location shown on the Final Basic Construction Plans shall be performed by Tenant as part of Tenant’s Work.

6.07 Anything herein contained to the contrary notwithstanding, if solely due to (a) Landlord's effecting repairs or other work in the Building or the Demised Premises, (b) Landlord's failure to perform any of its obligations expressly set forth in Articles 6, 7, 10, 11 or 12 hereof (and except to the extent due to any act or omission of Tenant, its contractors, subcontractors, architects, space designers, agents or employees) or (c) a Force Majeure event, (i) any utility or service is not provided to all or part of the Demised Premises (except if such utility or service is not provided due to the failure of the utility company) or (ii) Tenant and its invitees are unable to access the Demised Premises, and therefore Tenant for ten (10) consecutive Business Days cannot and does not use all or any part of the Demised Premises for the uses expressly permitted hereunder for such entire ten (10) consecutive Business Day period, then as Tenant's sole remedy for any matter described in (a), (b) or (c) above, Tenant shall be entitled to a pro rata abatement of Fixed Rent and additional rent pursuant to Article 4 hereof attributable to the portion of the Demised Premises that Tenant cannot and does not so use for each day after said ten (10) consecutive Business Day period, until such utility, service or access (as the case may be) is restored and Tenant can use the entire Demised Premises for the uses expressly permitted hereunder.

ARTICLE 7

ELECTRIC

7.01 Electrical Service.

A. Subject to the other provisions of this Article 7, Landlord shall furnish to the Premises, through the distribution facilities to be installed by Landlord in the Building, six (6) watts per square foot of Usable Area of alternating electric current, exclusive of electricity required to operate the base Building systems, provided that the branch circuits initially installed by Landlord as per the electrical drawings of the Final Basic Building Plans as part of Basic Construction (including, without limitation, lighting and convenience power on each floor and power to flushometers and sinks, if any, but not including stair power or exit signs) shall be transferred to the appropriate local floor panel of each floor of the Demised Premises by Tenant as part of Tenant's Work upon and subject to the applicable terms of this Lease. Such services shall be provided as set forth in the Work Letter. The distribution of electricity from the bus duct shall be transformed, sized and configured as per the electrical drawings of the Final Basic Building Plans. Landlord shall furnish to the DX units serving each floor of the Demised Premises, through the distribution facilities to be installed as provided in the Work Letter, alternating electric current in a type and amount required to operate such DX units and Tenant's Special Equipment.

B. The electric current for the Premises, the DX units, Tenant's Special Equipment, service elevator corridors located within the Premises and all other electrical, telecommunications and mechanical equipment exclusively serving the Premises (and any supplemental bus duct taps, separate risers and/or any other items installed in accordance with the terms of the second (2nd) sentence of Section 7.02 hereof) shall be measured by submeter(s) with coincident demand (and shall be billed as if there was only one (1) submeter provided therefor in the aggregate), installed and maintained by Tenant, at its cost and expense, at such location(s) reasonably selected by Landlord, and Tenant shall pay monthly to Landlord such amounts (which shall be computed by using the Electric Rates, as hereinafter defined), on the basis of Tenant's consumption of/demand for alternating current in the foregoing areas. Notwithstanding the foregoing the submeter(s) for any supplemental bus duct taps, separate risers and/or any other items installed in accordance with the terms of the second (2nd) sentence of Section 7.02 hereof may not be measured with coincident demand (it being agreed that Tenant shall pay Landlord as additional rent for the cost of the installation and maintenance thereof, which cost shall be equal to Landlord's Cost therefor). If Landlord determines that it is not reasonably feasible to meter any portion of Tenant’s use of electricity, then such usage shall be determined from a survey at Tenant’s expense made by a reputable independent electrical engineer or consultant selected by Landlord or a qualified member of Landlord’s in-house personnel. If Landlord causes any such survey to be performed, Landlord shall send a copy of such survey to Tenant together with a Notice providing that Tenant has a period of sixty (60) days following receipt of Landlord’s findings and such Notice to dispute Landlord’s findings. If Tenant shall dispute the findings of such survey, Tenant, within sixty (60) days of receipt of Landlord’s findings and such Notice (time being of the essence), may cause a like survey to be made by an independent, reputable electric consultant selected and paid by Tenant. If Tenant so elects, upon completion of the second survey, Tenant shall deliver Notice to Landlord of the results thereof. If such determination differs from that of Landlord by 10% or less, Landlord’s findings shall be conclusive and binding upon the parties. If such determination differs from that made by Landlord by more than 10% and Landlord and Tenant cannot agree on the amount of such electric use, the dispute may be resolved by arbitration in accordance with the terms of Article 25 hereof, except that the arbitrators shall be qualified electrical engineers or consultants having at least ten (10) years’ active, continuous experience in electrical work or consultation with respect to first-class office buildings in the Borough of Manhattan. Pending a final determination pursuant to such arbitration, Tenant shall pay to Landlord for electrical energy based on the determination of Landlord; and if it is determined that Tenant has overpaid, Landlord shall reimburse Tenant (by either, at the sole option of Landlord, providing a credit against the next payment(s) of Rent payable by Tenant hereunder or paying such sum to Tenant) for any overpayment at the conclusion of such arbitration. If Tenant shall not timely dispute the findings of Landlord as provided in this Section 7.01B, the determination by Landlord shall be deemed to be final and conclusive.

C. Landlord and its agents shall be permitted access to the electric closets and the meters at reasonable times after delivery of a reasonable prior Routine Notice to Tenant, which may be oral (except in the event of an emergency, when no such Routine Notice or oral notice shall be required). Tenant shall supply, at Tenant's cost, adequate electric lighting and electric power to Landlord or Landlord's contractors to make repairs in the Demised Premises.

7.02 Capacity. Tenant's use of electrical energy shall never exceed the capacity of the then existing feeders to the Building or the then existing risers or wiring installation serving the Demised Premises set forth in Section 7.01 hereof without Landlord's prior written approval. Any additional risers, risers, additional POC(s) or POC(s) required by Tenant to supply Tenant's electrical requirements in excess of the electrical capacities to be provided in accordance with Section 7.01 hereof, and all other equipment proper and necessary in connection therewith, upon request of Tenant, will be installed and maintained by Landlord at Tenant's expense equal to Landlord's Cost therefor (as hereinafter provided) if in Landlord's reasonable judgment, the same are necessary and will not cause or create a hazardous condition or interfere with other tenants' use of their premises or the Building, and subject to such other requirements as Landlord may impose in connection therewith. Electro-metallic tubing only shall be used, at Tenant's expense, in connection with (i) any penetration by Tenant of any floor slab and (ii) any inter-floor riser utilized by Tenant; otherwise, flexible conduit shall be permitted. In order that personal safety and property of Landlord and the tenants and occupants of the Demised Premises and the Building may not be imperiled by the over taxing of the capacity of the electrical distribution system of the Demised Premises or the Building, and to avert possible adverse effect upon the Building's electrical system, Tenant shall not, without prior consent of Landlord (not to be unreasonably withheld, delayed or conditioned, make or perform or permit any changes in or alterations to wiring installations or other electrical facilities in or serving the Demised Premises (as such installations or facilities shall be indicated by the final electrical plans submitted by Tenant to Landlord in connection with the initial construction of the Demised Premises as modified from time to time pursuant to plans submitted by Tenant to Landlord pursuant to the terms hereof or otherwise) if such changes or alterations would result in Tenant's electrical use exceeding the electrical capacities to be provided in accordance with Section 7.01 hereof or would otherwise constitute a Material Alteration. Any such alterations or changes performed by Tenant shall be in compliance with all applicable Legal Requirements. Should Landlord grant such consent to the extent required hereunder, all additional risers, wiring or other equipment required therefor shall be provided and maintained by Landlord and Landlord's Cost therefor shall be paid by Tenant as additional rent within thirty (30) days after being billed therefor by Notice. Landlord's approval of any electrical alterations or changes shall not be deemed a representation that the same comply with applicable Legal Requirements. Landlord, its agents and engineers and consultants may survey Tenant's electrical use from time to time upon a prior Routine Notice in coordination with Tenant so as to minimize interference with Tenant and at Landlord's expense to determine whether Tenant is complying with its obligations under this Article 7. Tenant may allocate spare bus duct capacity within the same bus duct among the floors and areas of the Observation Deck served by said bus duct upon and subject to the terms of the Work Letter. At such time as Tenant shall surrender any portion of the Premises to Landlord, including pursuant to the terms of Article 8 hereof, Tenant at its expense shall redistribute any electricity to the extent necessary so that such portion has an electrical capacity in compliance with the terms of Article 7 hereof.

7.03 Limitation on Liability.

(a) Except as provided in Section 6.07, Landlord shall have no liability to Tenant for any loss, damage or expense which Tenant may sustain or incur by reason of any change, failure, inadequacy or defect in the supply or character of the electrical energy furnished to the Demised Premises

or if the quantity or character of the electrical energy is no longer available or suitable for Tenant's requirements, except for any actual damage suffered by Tenant by reason of any such failure, inadequacy or defect caused by Landlord's negligence or willful acts.

(b) In addition to the foregoing, Landlord shall have the right, by the delivery of ten (10) Business Days' prior Routine Notice to Tenant (except in the event of an emergency, in which event such Routine Notice to Tenant shall be delivered if and to the extent reasonably feasible under the circumstances) to "shut down" electrical energy to the Demised Premises (if reasonably feasible, such shut-down to occur outside Premises Operating Hours) when necessitated by the need for repairs, alterations, connections or reconnections, with respect to the Building electrical system (singularly or collectively, "Electrical Work"), regardless of whether the need for such Electrical Work arises in respect of the Demised Premises, any other tenant space, or any Building Common Areas. Except as provided in Section 6.08, provided that Landlord complies with the terms hereof, Landlord shall have no liability to Tenant for any loss, damage, or expense which Tenant may sustain due to such "shut down" or Electrical Work. Landlord shall use all commercially reasonable efforts to coordinate all scheduled shut downs with Tenant.

7.04 Electric Rates. As used in this Lease the term "Electric Rates" shall mean:

A. so long as the Net Lessor purchases electricity from the Power Authority of the State of New York ("NYPA"), the NYPA SC-64 low tension rate (or the low tension rate under any successor NYPA tariff to SC-64) plus an additional three (3%) percent. Landlord is deemed the agent of Net Lessor to collect any payments due hereunder on account of electricity purchased from NYPA. Landlord agrees that it will not arbitrarily terminate (and will cause the Port Authority not to arbitrarily terminate) the agreements by which the Building obtains electricity from NYPA.

B. at any time the Net Lessor does not purchase electricity from NYPA, one-hundred three (103%) percent of the rates at which Landlord then purchases electrical energy from the public utility or any other entity supplying electrical service to the Building (if Landlord currently purchased electrical energy from Consolidated Edison, such rate would be the SC-9 II time of day low tension rate), including any surcharges or charges incurred, or utility taxes or sales taxes or other taxes payable by or imposed upon Landlord in connection therewith, or increase thereof by reason of fuel adjustment, or any substitutions for such rate or additions thereto. In the event that Landlord, in Landlord's reasonable opinion, finds it necessary to hire an electrical consultant to interpret and/or compute Tenant's electric bills, Tenant shall pay to Landlord Landlord's Cost with respect to the hiring of such consultant, provided, however, that if Landlord hires such consultant to interpret and/or compute electric bills to other tenants in addition to Tenant, the costs and expenses incurred by Landlord shall be allocated equitably among Tenant and such other tenants. Landlord and Tenant acknowledge that they understand that the electric rates, charges, taxes and other costs may be changed by virtue of peak demand, time of day rates, or other methods of billing, and that the foregoing reference to changes in methods or rules of billing is intended to include any such change, provided, however, if any change which results in an increase in the Electric Rates is due to the negligence or willful misconduct of Landlord or any other tenant in the Building, such increase shall not be charged to Tenant in the Electric Rates.

7.05 Termination of Service. Provided that Landlord shall also simultaneously discontinue the furnishing of electric energy to all office tenants, or in the event that such discontinuance shall be required by (x) applicable Legal Requirements or insurance requirements or (y) the electric energy provider servicing the Building, Landlord reserves the right to terminate the furnishing of electrical energy at any time, upon the delivery of sixty (60) days' prior

Notice to Tenant unless such Notice is not feasible under the circumstances, in which event Landlord will give Tenant such reasonable Notice as is possible. If Landlord shall so discontinue the furnishing of electrical energy, (a) Tenant shall arrange to obtain electrical energy directly from the utility company or other provider furnishing electrical energy to the Building, (b) Landlord shall permit the existing feeders, risers, wiring and other electrical facilities serving the Demised Premises to be used by Tenant for such purpose to the extent that they are available, suitable and safe, (c) from and after the effective date of such discontinuance Landlord shall not be obligated to furnish electric energy to Tenant, (d) such discontinuance shall be without liability of Landlord to Tenant, and (e) if Landlord shall discontinue the furnishing of electrical energy on account of (i) applicable Legal Requirements or insurance requirements or (ii) the electric energy provider servicing the Building, Landlord shall, at Tenant's expense equal to Landlord's Cost therefor, install and maintain at locations in the Building selected by Landlord any necessary electrical meter equipment, panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electrical energy directly from the utility company or other provider supplying the same (it being agreed that if such discontinuance shall be for any other reason, the foregoing installation and maintenance shall be at Landlord's expense). Landlord, at its option, before commencing any work to be paid for by Tenant hereunder or at any time thereafter, may require Tenant to furnish to Landlord such security, whether by surety bond issued by a corporation reasonably satisfactory to Landlord, in form and amount and licensed to do business in New York State or otherwise, as Landlord shall deem reasonably necessary to assure the payment for such work by Tenant. If Landlord shall discontinue furnishing electrical energy to Tenant pursuant to this Section, then provided that Tenant is using diligent efforts to obtain electrical energy directly from the utility supplying the same to the Building, Landlord agrees not to terminate the furnishing of electrical energy to Tenant until Tenant succeeds in procuring same directly from the utility, unless Landlord is prohibited from doing so by any applicable legal or insurance requirements. Landlord shall be promptly given by Tenant a copy of each electric utility bill of Tenant if Tenant should become a direct customer of the utility company or other provider servicing the Building.

7.06 Taxes. In the event that any tax (exclusive of any income taxes) shall be imposed upon Landlord's receipts from the sale, use or resale of electrical energy to Tenant and paid by Landlord, the pro rata share allocable to the electrical energy service received by Tenant shall be passed onto, included in the bill of, and paid by Tenant if and to the extent not prohibited by applicable Legal Requirements.

7.07 Bulbs, Ballasts, Etc. Landlord shall, at Landlord's option, furnish and install all replacement lighting, tubes, lamps, starters, bulbs and ballasts required in the Demised Premises and Tenant shall pay to Landlord (or its designated contractor) Landlord's Cost therefor as additional rent within thirty (30) days after delivery of Notice with an invoice therefor.

7.08 Submeter Accuracy Check. Landlord may , and at Tenant’s request Landlord shall, from time to time (but in no event more than once every twelve (12) months) check the accuracy of the electric meter(s) or submeter(s). Promptly after receipt of any such request from Tenant, Landlord shall, at Tenant's expense equal to Landlord's Cost therefor, engage the services of an approved testing agency/lab reasonably acceptable to Tenant. If the results shall disclose that the electric meter(s) or submeter(s) (or any of them) shall be inaccurate (i.e., where the error rate is in excess of four (4%) percent), such meter(s) or submeter(s) shall be repaired or replaced by Tenant, at its cost. Landlord and Tenant shall make a retroactive adjustment of the electric payments which have been made based on such inaccurate electric meter(s) or submeter(s) (as defined above).

7.09 Daylight Dimming. Daylight dimming shall be provided by Tenant as part of Tenant’s Work upon and subject to all of the terms of this Lease with respect to all space that

is within fifteen (15) feet from the perimeter (from the inside face of exterior glass) upon and subject to the applicable terms of the Work Letter**.**

ARTICLE 8

ASSIGNMENT AND SUBLETTING

8.01 General Clause. Tenant acknowledges and agrees that the Demised Premises constitute a unique facility of great importance to the Building, WTC and general public, particularly in light of the events of September 11, 2001 and the public effort made to reconstruct the WTC thereafter. Tenant has been selected to lease and operate the Demised Premises by Landlord and Net Lessor following a competitive process, and the financial capacity and capability, business reputation, and venue design, construction and operation experience of Tenant, Tenant's Parent and the Tenant Guarantor are of critical importance to the decision by Landlord and Net Lessor to select Tenant. Except as otherwise expressly provided herein, Tenant or its legal representatives will not by operation of law or otherwise, assign (in whole or in part), mortgage or encumber this Lease, or sublet or permit the Demised Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance which may be given or withheld in Landlord's sole discretion. The consent by Landlord to any assignment or subletting, whether by Tenant or any other tenant in the Building, shall not be a waiver of or constitute a diminution of Landlord's right to withhold its consent to any other assignment or subletting and shall not be construed to relieve Tenant from obtaining Landlord's express written consent to any other or further assignment or subletting (to the extent that such consent shall be expressly required hereunder). Such reasonable third party attorneys' fees as may be incurred by Landlord in connection with any proposed or actual assignment or subletting (whether or not Landlord's consent thereto shall be required) shall be paid by Tenant. No approval or consent by Landlord under this Article 8 shall be effective unless the Net Lessor, in its sole discretion, joins in and concurs with such approval or consent.

8.02 [Intentionally Omitted]

8.03 Assignments of this Lease. Each assignee that is approved by Landlord pursuant to this Article VIII shall assume, and be deemed to have assumed, this Lease as to all liability accruing hereunder from and after the effective date of such assignment and shall be and remain liable jointly and severally with Tenant for the payment of the Fixed Rent and additional rent due hereunder from and after the effective date of such assignment and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease from and after the effective date of such assignment. No assignment shall be effective unless Tenant shall promptly deliver to Landlord a duplicate original of the instrument of assignment, in form reasonably satisfactory to Landlord, containing a covenant of assumption by the assignee of all of the obligations aforesaid and shall obtain from Landlord the aforesaid written consent prior thereto. If this Lease shall be assigned, no such assignment shall be deemed a waiver of the covenants in this Article, nor shall it be deemed a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease.

8.04 [Reserved].

8.05 Miscellaneous. Anything herein contained to the contrary notwithstanding:

(1) All marketing materials utilized in connection with any licensing or assignment or sublease of all or any portion of the Premises shall be subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

(2) Except as provided in Section 8.06(2), a transfer of any direct or indirect ownership interest (whether stock, partnership or otherwise) in Tenant, or any permitted sublessee or assignee of this Lease shall be deemed to be an assignment of this Lease or such sublease, however accomplished, and whether in a single transaction or in any series of transactions, related or unrelated, to which the provisions this Article shall apply. The transfer of outstanding publicly-traded stock of any corporate tenant, for purposes of this Article, shall not include sale of such stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934 as amended, and which sale is effected through "over-the-counter market" or through any recognized stock exchange.

(3) A so-called "take-over" agreement (i.e., an agreement executed in connection with the delivery by Tenant of another lease where another entity agrees to become responsible for all or a portion of Tenant's obligations under this Lease without actually entering into an assignment or sublease) shall be deemed an assignment of this Lease and shall be subject to all of the provisions of this Article 8, including the requirement that Tenant obtain Landlord's prior consent thereto in each instance.

8.06 Permitted Assignment by Tenant.

(1) Tenant may after the Demised Premises has been open to the public for thirty-six (36) months, assign this Lease (it being agreed that any assignment of this Lease by the consummation of any merger, consolidation, or purchase of stock shall be deemed an assignment of this Lease) to any successor by merger or consolidation with respect to, or purchaser of all or substantially all of Tenant's stock (or other equity interests) or assets related to, Tenant's business, provided that such successor or purchaser (such successor or purchaser being herein called a "Successor"), is deemed qualified by Landlord and Net Lessor, each in its good faith discretion, based on all criteria considered relevant by them, including without limitation financial capacity and capability, business reputation, and venue design, construction and operation experience in comparison to that of Tenant, Tenant's Parent and the Tenant Guarantor. Without limiting the generality of the foregoing, it shall be a minimum condition that a Successor, as determined in good faith by Landlord and Net Lessor: (i) satisfies the requirements of the Screening Protocols; (ii) following such transfer, the representations and warranties set forth in Section 32.20 continue to be true and the covenants therein continue to be satisfied; (iii) is, or is 10% owned and solely controlled by, a sophisticated, active, and Qualified Operator that operates one or more Premier Facilities, provided that none of such Premier Facilities competes with the Facility; (iv) has, or provides a guaranty reasonably acceptable to Landlord by a guarantor that has, adequate financial resources to perform the obligations of Tenant under this Lease and otherwise meets standards used by institutional investors owning or purchasing buildings in which Premier Facilities are located within the United States, respecting the creditworthiness of tenants or operators of Premier Facilities located within or on such Buildings; (v) has a net worth on the date immediately following the effective date of such assignment equal to or greater than the net worth of Tenant on the date immediately prior to the effective date of such assignment, with all calculations to be made in accordance with GAAP and evidenced by certified financial statements prepared by Tenant's and the Successor's independent certified public accountant (if such certified financial statements are regularly prepared therefor by a certified public accountant) or reasonably detailed uncertified financial statements (if certified financial statements are not regularly prepared therefor by a certified public accountant, in which case an officer of each of Tenant and the Successor shall certify to the accuracy of such statements); (vi) with respect to any Successor that is deemed to receive an assignment of this Lease pursuant to a merger, consolidation or transfer of assets, such merger, consolidation or transfer of assets is not effected for the primary purpose of transferring this

Lease; or avoiding the transfer restrictions set forth herein; and (vii) with respect to any Successor that is to become the Tenant hereunder, such Successor is a Single Purpose Entity.

(2) Notwithstanding anything to the contrary in this Article 8, transfers of some or all of the direct and indirect interests in Tenant Guarantor (including a public stock offering) shall be permitted provided that (i) [intentionally omitted]; (ii) following such transfer, the Tenant Ownership/Control Requirement remains satisfied; (iii) following such transfer, the representations and warranties set forth in Section 32.20 continue to be true and the covenants therein continue to be satisfied and (iv) Tenant Guarantor has a net worth on the date immediately following the effective date of such transaction equal to or greater than the net worth of Tenant Guarantor on the date immediately prior to the effective date of such transaction, with all calculations to be made in accordance with GAAP and evidenced by certified financial statements prepared by Tenant's independent certified public accountant (if such certified financial statements are regularly prepared therefor by a certified public accountant) or reasonably detailed uncertified financial statements (if certified financial statements are not regularly prepared therefor by a certified public accountant, in which case an officer of Tenant Guarantor shall certify to the accuracy of such statements. Any transactions which are substantially similar in effect to the foregoing but are different in form because of changing organizational structures over the term of this Lease shall be permitted with Landlord's approval (not to be unreasonably withheld, conditioned or delayed) provided that the conditions (i) through (iv) are satisfied and there is no adverse effect on the enforceability of the guaranty provided by Tenant Guarantor without the substitution of a replacement guaranty from a replacement guarantor which are determined by Landlord in good faith to be at least the equivalent of the original guaranty and Tenant Guarantor.

(3) No transfer permitted under this Section 8.06 shall be permitted or effective if Tenant is then in default under this Lease and unless (i) Tenant delivers to Landlord at least sixty (60) days' prior Notice of such actual or deemed assignment or transfer, subject to any applicable confidentiality requirements and applicable Legal Requirements, together with proof (in the form set forth above, if any) that the applicable requirements set forth in this Section 8.06 are satisfied and (ii) Tenant delivers Notice to Landlord promptly following such transaction.

(4) No permitted assignment or sublease by Tenant shall be deemed to release Tenant from any of its obligations and liabilities hereunder.

(5) Except as expressly provided in this Section 8.06 and as provided in Article 45 with respect to leasehold mortgages, Tenant may not assign, sublease or otherwise transfer this Lease or any interest in this Lease or in Tenant without Landlord's prior written consent which may be granted or withheld in its sole and absolute discretion.

8.07 [Intentionally Omitted].

8.08 Indemnity. Subject to the applicable terms of Section 16.01 hereof, Tenant hereby indemnifies Landlord from and against any liability asserted against Landlord and all Landlord Parties for any brokerage commission with respect to any assignment or sublease or license (or proposed assignment or sublease or license) by Tenant or any party claiming through Tenant. This Section shall survive the expiration or sooner termination of this Lease.

8.09 [Intentionally Omitted].

8.10 Transactions with other Tenants. Notwithstanding anything herein to the contrary, in no event may another tenant or occupant of the Building assign its lease to Tenant, sublet all or any portion of its space in the Building to Tenant or otherwise permit Tenant to occupy all or

any portion of its space in the Building without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion, and any such purported assignment, sublease or occupancy without such consent shall be null and void.

8.11 Trademark Issues. Notwithstanding anything herein to the contrary, all subtenants, licensees and other occupants of all or any portion of the Premises shall be subject to the terms of Sections 5.13 and 32.19 hereof and the License Agreement.

8.12 [Intentionally Omitted].

8.13 Arbitration. Either party shall be permitted to submit disputes arising under this Article 8 to arbitration in accordance with the provisions of Article 25 hereof.

8.14 Further Assignment. If this Lease shall be assigned in accordance with this Article 8, such assignee shall be permitted to further assign this Lease under the same terms and conditions as Tenant would be permitted to assign this Lease, as the case may be, as if such assignee were Tenant.

ARTICLE 9

SUBORDINATION, NON-DISTURBANCE, ESTOPPEL CERTIFICATE

9.01 Landlord's right, title and interest in and to its leasehold estate and to the Building are derived from and under the Net Lease.

9.02

A. Subject to the other terms of this Section 9.02, this Lease is and shall be subject and subordinate in all respects to (a) the REOA, (b) the Net Lease and any other ground leases, overriding leases and underlying leases of the Land and/or the Building hereafter existing other than the Net Lease, (c) all mortgages which may now or hereafter affect the Land and/or the Building and/or such leases, and to each and every advance made or hereafter to be made under such mortgages, and (d) all renewals, modifications, consolidations, replacements and extensions of such leases or mortgages. Except as otherwise expressly set forth in this Lease, Landlord has not made any representations to Tenant regarding anything or matter relating to the Net Lease and/or the REOA and Tenant is not relying upon any other representations of Landlord with regard to the Net Lease and/or the REOA. Landlord shall not terminate, surrender, renew, modify, amend, consolidate, replace or extend the Net Lease or the REOA in any manner that would have a monetary or non-monetary adverse impact on Tenant. This Section shall be self-operative and no further instrument of subordination shall be required; provided, however, as an express condition of each such subordination, Landlord shall obtain from any present or future Superior Mortgagee and/or Superior Lessor, respectively, a duly executed and notarized Non-Disturbance Agreement (it being understood and agreed that Tenant shall have the right to record any Non-Disturbance Agreement in the Office of the City Register of the City of New York (or its successor) and that any copies of this Lease presented to the Office of the City Register in connection with such recording of such NDA shall be redacted and such redactions shall have been approved in advance and in writing by Landlord). If any Superior Lessor or Superior Mortgagee refuses to sign the applicable Non-Disturbance Agreement, this Lease shall not be subject to such lease or Mortgage, as the case may be, and the same shall not be deemed a Superior Lease or Superior Mortgagee, as applicable. In confirmation of such subordination, Tenant agrees to promptly execute and deliver any reasonable instrument that Landlord and/or any present or future Superior Mortgagee and/or Superior Lessor may request to evidence such subordination. The leases to which this Lease is, at the time referred to, subject

and subordinate pursuant to this Article (and the Net Lease) are hereinafter sometimes called "Superior Leases," and references to Superior Lessors are intended to include the successors in interest of Superior Lessors and their successors in interest as may be appropriate. The mortgages to which this Lease is, at the time referred to, subject and subordinate and any modifications, extensions or replacements thereof are hereinafter sometimes collectively called "Superior Mortgages," and references to Superior Mortgagees are intended to include the successors in interest of Superior Mortgagees and their successors in interest as may be appropriate.

B. Except for security deposits, any other amounts deposited with Landlord or with any "Mortgagee" (as such term is defined in the Net Lease) in connection with the payment of insurance premiums, PILOT Rate, Taxes, Expenses and other similar charges or expenses having a billing period in excess of one (1) month but not more than twelve (12) months, and except for any prepayments of additional rent made in accordance with the terms of Article 4 of this Lease, Tenant shall not pay Fixed Rent or additional rent due hereunder for more than one (1) month in advance.

9.03

A. Landlord represents that it has delivered to Tenant true and complete copies of all of the documents constituting the Net Lease (other than certain economic terms thereof that have been redacted) and the REOA as of the Execution Date.

B. Landlord represents to Tenant that as of the Execution Date, there are no Superior Mortgages which currently encumber or otherwise affect the Land, the Building and/or the Real Property, and the Net Lease is the only Superior Lease encumbering or otherwise affecting the Land, the Building and/or the Real Property.

9.04 In the event of a termination of the Net Lease or any other Superior Lease, or if the interests of Landlord under this Lease are transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any Superior Mortgage or if any Superior Mortgagee acquires a lease in substitution therefor, then (i) this Lease shall not terminate or be terminable by Tenant and (ii) this Lease shall not terminate or be terminable by any subtenant or successor thereto unless Tenant is specifically named and joined in any such action to the extent permitted under the Non-Disturbance Agreement(s) from any Superior Lessors (including Net Lessor) and any Superior Mortgagee and unless a judgment is obtained therein against Tenant. Nothing contained herein shall be deemed to limit or qualify the rights (a) of any Mortgagee, including its right to request a new lease pursuant to the Net Lease or (b) of Tenant under or to any Non-Disturbance Agreement granted, or to be granted, pursuant to the terms of this Lease.

9.05 In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, Tenant shall not exercise such right (i) until it has given written notification of such act or omission to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant in writing, and (ii) until a reasonable period (but subject to the terms and provisions of any applicable Non-Disturbance Agreement) for remedying such act or omission shall have elapsed following the giving of such notification (which reasonable period shall be the later of one hundred twenty (120) days following the giving of such notification or the period to which Landlord would be entitled under this Lease or otherwise, after similar Notice), to effect such remedy, provided, that such Mortgagee or Superior Lessor shall promptly give Tenant written notification of intention to, and commence and with due diligence continue to, remedy such act or omission. For the purposes of this Section 9.05 only, the term "Superior Lessor" shall not include the Net Lessor

(i.e., the Port Authority or any successor thereto) so long as the Port Authority has any direct or indirect ownership interest in both Landlord and the Net Lessor.

9.06 Subject to the delivery, and the terms and conditions, of any applicable Non-Disturbance Agreement, in the event of a termination of any Superior Lease, or if the interests of Landlord under this Lease are transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any such mortgage, or if the holder of any such mortgage acquires a lease in substitution therefor, then Tenant under this Lease will, at the option to be exercised in writing by the lessor under said Superior Lease or such purchaser, assignee or lessee, as the case may be, (i) attorn to it and will perform for its benefit all the executory terms, covenants and conditions of this Lease on Tenant's part to be performed with the same force and effect as if said lessor or such purchaser, assignee or lessee, were the landlord originally named in this Lease, or (ii) enter into a new lease with said lessor or such purchaser, assignee or lessee, as landlord, for the remaining term of this Lease and otherwise on the same terms and conditions and with the same executory options then remaining.

9.07 Subject to the delivery, and the terms and conditions, of any applicable Non-Disturbance Agreement, in the event of the enforcement by any Superior Mortgagee of the remedies provided for by law or by any security instrument, Tenant will, upon request of any person succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of said successor in interest, without change in the terms or other provisions of this Lease. Upon request by said successor in interest, Tenant shall execute and deliver an instrument or instruments confirming such attornment subject to the terms of the Non-Disturbance Agreement. Anything to the contrary in the foregoing notwithstanding, any cancellation, abridgment, surrender, modification or amendment of this Lease not expressly provided for under the terms of this Lease, and made without the prior written consent of the holder of any Superior Mortgage, except as may be permitted by the provisions of any such Superior Mortgage or assignment of leases and rents granted in connection with such Superior Mortgage shall be voidable as against the holder of the Superior Mortgage, at its option.

9.08 If, in connection with obtaining financing for (or condominiumizing of) the Land and/or Building, or of any Superior Lease, a banking, insurance or other recognized Institutional Lender shall request reasonable modifications in this Lease as a condition to such financing (or condominiumizing), Tenant will not unreasonably withhold, delay or defer its consent thereto, provided, that such modifications do not increase the financial or other obligations of Tenant hereunder or adversely affect Tenant or the leasehold interest hereby created or, impose any additional burden on Tenant or adversely affect Tenant's use and enjoyment of the Demised Premises, except in an immaterial way, or reduce Landlord's obligations hereunder, except in an immaterial way.

9.09 The parties agree, at any time and from time to time on reasonable occasions, upon not less than twenty (20) days' prior Notice by the other, to execute, acknowledge and deliver to the other, a statement in writing addressed to the other certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Fixed Rent, additional rental and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, and such other information which may, from time to time, be reasonably requested by a Superior Mortgagee or a Superior Lessor or a subtenant or a proposed assignee, it being intended that any such statement delivered pursuant hereto may be relied

upon by the other and by any mortgagee or prospective mortgagee of any mortgage affecting the Building or the Building and the Land, and by any landlord under a ground or underlying lease affecting the Land or Building, or both or by any proposed assignee or subtenant; provided that (although the certifying party shall be bound by such statement) neither Landlord nor Tenant shall have any liability for damages to any of the foregoing parties as a result of any misstatement contained in any such statement.

9.10 [Intentionally Omitted.]

9.11 Landlord and Tenant hereby acknowledge and agree that Net Lessor, after an event of default under the Net Lease shall have occurred and be continuing, may collect rent and all other sums due under this Lease, and apply the net amount collected to the rental payable under the Net Lease, but no such collection shall be, or be deemed to be, a waiver of any agreement, term, covenant or conditions of the Net Lease, the acceptance by the Net Lessor of Tenant as the lessee under the Net Lease, or a release of Landlord from performance of its obligations under the Net Lease.

9.12 Landlord and Tenant hereby acknowledge and agree that any other Superior Lessor, after an event of default under a Superior Lease shall have occurred and be continuing, may collect rent and all other sums due under this Lease, and apply the net amount collected to the rental payable under the Superior Lease, but no such collection shall be, or be deemed to be, a waiver of any agreement, term, covenant or conditions of the Superior Lease, the acceptance by the Superior Lessor of Tenant as the lessee under the Superior Lease, or a release of the lessee under the Superior Lease from performance of its obligations under the Superior Lease.

ARTICLE 10

ENTRY; RIGHT TO CHANGE PUBLIC PORTIONS OF THE BUILDING; HUB ACCESS

10.01 Entry by Landlord. Subject to the provisions of this Article 10, Tenant shall permit Landlord, from time to time, to (a) erect, use and maintain pipes and conduits in and through the Demised Premises in concealed locations beneath floors, behind core or perimeter walls or within existing column enclosures and above ceilings provided the same do not have a material and adverse effect on Tenant and (b) recapture a de minimis portion of the Premises immediately adjacent to floors, walls, column enclosures or ceilings to erect, use and maintain pipes and conduits in and through the Demised Premises subject to Tenant's prior written consent in Tenant's reasonable discretion and Landlord's reimbursement of all costs incurred by Tenant in connection with such recapture and provided, further, however, that to the extent there are alternative locations (which are permitted by Legal Requirements, provide substantially the same service, do not cost materially more (unless Tenant, after being advised of the incremental cost by a Routine Notice from Landlord, agrees to pay such additional cost to Landlord, which additional cost shall be equal to Landlord's Cost therefor) and do not inconvenience other tenants of the Building (except in a de minimis way)) for the pipes and conduits outside of the Demised Premises, Tenant shall have the right to require Landlord to use such alternative locations. The foregoing sentence shall not require Landlord to alter the Basic Construction. Subject to the provisions of this Article 10, Landlord or its agents or designees shall have the right to enter the Demised Premises (and the cross-corridor and all other accessible parts of each floor of the Demised Premises) upon prior reasonable Routine Notice and in coordination with Tenant so as not to unreasonably disrupt Tenant's business operations (except in an emergency), for the purpose of (i) making such maintenance, repairs or alterations as Landlord shall be required or shall have the right to make by the provisions of this Lease and (ii) having access and egress through the Observation Deck Public Lobby and Observation Deck Exclusive Lobby for non-leasable areas

located adjacent thereto. Landlord shall repair any damage caused by its maintenance, repairs or alterations, including repair (or replacement as necessary) of all Tenant finishes in substantially the same condition existing prior to such damage. Subject to the provisions of this Article 10, Landlord shall also have the right on reasonable prior Routine Notice during Premises Operating Hours and in coordination with Tenant so as not to unreasonably disrupt Tenant's business operations to enter the Demised Premises for the purpose of inspecting them or exhibiting them to prospective purchasers or lessees of the Building or to prospective mortgagees or to prospective assignees of any such mortgagees. Landlord shall be allowed to take such material as shall be required for such day's work (provided that if excess material does not unreasonably interfere with Tenant's business and use of the Demised Premises, then Landlord can take such reasonable amounts of material as is required for a commercially reasonable period not to exceed five (5) Business Days) into and upon the Demised Premises during periods when work is in progress, without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate, except as otherwise provided in this Lease, while said maintenance, repairs or alterations are being made. Landlord shall clean up all work areas at the end of each day or block off such work areas in a manner that does not unreasonably interfere with Tenant's business and use of the Demised Premises. Landlord and/or its agents or designees shall have the right to enter the Premises at reasonable times to conduct non-intrusive periodic Indoor Air Quality (IAQ) testing in the Demised Premises. Notwithstanding anything herein to the contrary, if at any time during the term of this Lease, Landlord and Tenant shall be engaged in litigation of any nature relating to a default by Tenant under this Lease, Landlord shall have the right, during the entire period of such litigation to enter the Demised Premises at any time, whether or not Tenant or its agent or representative is present, for the purpose of showing same to prospective tenants or operators. If Tenant is not present to open and permit an entry into the Demised Premises in the event of an emergency, Landlord or Landlord's agents may (subject to the applicable terms hereof) enter the same whenever such entry shall be necessary by master key or forcibly and, provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. Tenant hereby accepts the conditions set forth in this Article 10 as modifications and limitations on its right to use the Demised Premises and Tenant hereby waives any and all claims for damages to its business which may be caused by the effects of any such work.

10.02 Exhibiting of the Premises. During the thirty-six (36) months prior to the expiration of the term of this Lease, if the term shall not have been extended or renewed, Landlord may exhibit the Demised Premises to prospective tenants or operators, upon prior reasonable Routine Notice to Tenant and in coordination with Tenant so as not to unreasonably disrupt Tenant's business.

10.03 Work by Landlord. Following the completion of Basic Construction, (i) Landlord shall have the right at any time without incurring any liability to Tenant therefor, to change the arrangement or location of entrances, passageways, doors and doorways, corridors, stairs, toilets and other like public portions or service areas of the Building, provided that any such change does not (a) diminish Tenant's means of access to (or egress from) the Demised Premises beyond a de minimis extent, or (b) adversely interfere beyond a de minimis extent with the services or facilities furnished or available to the Demised Premises and (ii) Landlord may, at any time and from time to time during the term of this Lease, perform substantial renovation work in and to the Building and/or the mechanical systems serving the Building (which work may include the repair and/or replacement of the Building's exterior façade, setbacks, elevators, electrical systems, heating, air conditioning and ventilating systems and plumbing system and/or the installation, modification and/or removal of the Interim Loading Dock), any of which work may require access to the same from within the Demised Premises and/or the erection and maintenance of sidewalk bridges, scaffolding and/or other temporary safety measures in Landlord's reasonable discretion whether or not required by applicable Legal

Requirements (it being agreed that such work shall be performed by Landlord upon and subject to all of the terms of this Lease).

10.04 Additional Conditions. Landlord shall use its commercially reasonable efforts to minimize interference with Tenant's access and use or occupancy of the Demised Premises in making any repairs, alterations, additions or improvements and in inspecting and exhibiting the Demised Premises, and all of the foregoing shall be performed by Landlord with all due diligence; provided, however, that in performing its obligations under this Article 10, Landlord shall have no obligation to employ contractors or labor at so-called overtime or other premium pay rates or to incur any other overtime costs or expenses whatsoever, except that Landlord, at its expense, shall employ contractors or labor at so-called overtime or other premium pay rates if necessary to make any repair required to be made by it hereunder to remedy any condition that either (i) results in a denial of reasonable access to the Demised Premises, (ii) threatens the health or safety of any occupant of the Demised Premises, or (iii) unreasonably interferes with Tenant's ability to conduct its business in the Demised Premises. In all other cases, at Tenant's request and subject to the approval of Landlord in its reasonable discretion, Landlord shall employ contractors or labor at so-called overtime or other premium pay rates and incur any other overtime costs or expenses in making any repairs, alterations, additions or improvements in the Premises, provided Tenant shall pay to Landlord, as additional rent, within thirty (30) days after delivery of Notice with an invoice therefor, an amount equal to the difference between (x) all costs incurred by Landlord (which shall be equal to Landlord's Cost therefor) to perform such work on an overtime or other premium pay basis, including all fringe benefits and other elements of such pay rates, and (y) all costs that would have been incurred by Landlord (which shall be equal to Landlord's Cost therefor) to perform such work during Office Operating Hours on Business Days, including all fringe benefits and other elements of such pay rates. In making any repairs, alterations, additions or improvements in the Premises, Landlord shall cause its contractors or labor to cover and secure such repair areas and equipment in such a manner to minimize interference with Tenant's business operations during its daytime business hours. Subject to the terms of this Section 10.04, in the event that Landlord and its agents, representatives, contractors and employees desire to enter the Demised Premises in order to perform work on portions of the Building other than the Demised Premises, then Landlord shall have the right to enter the Demised Premises in such case only if it is reasonably necessary to enter the Demised Premises in order to perform such work.

10.05 Right of Access by Tenant. Tenant (or its subtenants of any tier, as applicable) shall have, throughout the term of this Lease, a right of access through other tenant spaces (and other tenants and their subtenants of any tier, as applicable, shall have a right of access through the Demised Premises) as necessary (including to the cross-corridor and other accessible parts of each floor), to install, service, maintain and repair cables, conduits, risers, piping, etc. running through the Building for which Tenant (or other tenants or subtenants of any tier, as applicable) is (or are) permitted or required to install, service, maintain and repair, provided, that the party desiring access (i.e., Tenant or other tenants or subtenants of any tier, as applicable) shall (a) provide Landlord with a reasonable prior Notice, and the party whose space is affected with reasonable prior notice, of the need for such access, (b) schedule such access so as not to interfere with the affected party's business or inconvenience other tenants of the Building, (c) repair, at the accessing party's expense, any damage to the Building or the accessed space arising out of such access and (d) indemnify and hold the party whose space is affected harmless from and against any cost, claim, liability, damage or expense (including reasonable attorneys' fees) incurred by such party as a result of permitting such access and work. Landlord shall use all commercially reasonable efforts to provide access through the Building Common Areas (rather than tenantable areas) on all floors of the Building.

10.06 Transportation Hub Access. The Observation Deck Public Lobby shall be kept open and available at all times for public access to and from the World Trade Center Transportation Hub and other WTC areas and facilities. The Observation Deck Public Lobby (including the elevators and escalators therein) shall be kept clean, illuminated and in good condition and repair by Tenant consistent with the balance of the Demised Premises during hours when the Demised Premises is open for business, and at times when the Demised Premises is not open for business, consistent with standards for similar access areas at the World Trade Center.

ARTICLE 11

LAWS, ORDINANCES, REQUIREMENTS OF PUBLIC AUTHORITIES

11.01 Compliance by Tenant. Except as expressly set forth in the Work Letter and except as expressly provided in this Lease, Tenant shall, at Tenant's expense, comply with all Legal Requirements which shall (i) impose any violation, order or duty upon Landlord or Tenant arising from use of the Demised Premises for any of the Observation Deck Uses (in contrast to use for customary office purposes) or any Alterations including Tenant's Work (or installations made therein by or at Tenant's request or required by reason of a breach of any of Tenant's covenants or agreements hereunder) or (ii) require any improvements or alterations within the Demised Premises (other than alterations to or replacements of any equipment or facilities installed as part of Basic Construction, the costs of which shall be Landlord's sole responsibility). Tenant shall not be required to comply with any Legal Requirements for so long as Tenant shall be contesting in good faith, through appropriate proceedings brought in accordance with applicable Legal Requirements, Tenant's obligation to comply therewith; provided Tenant's failure to comply shall have no material adverse effect on Landlord or on other tenants of the Building or shall result in any criminal or other legal proceedings being brought or fines or penalties being issued against Landlord or other tenants of the Building unless Tenant agrees to pay and indemnify Landlord and such other tenants against such fines. Tenant shall indemnify Landlord against any reasonable cost or expense incurred by Landlord by reason of such contest by Tenant.

11.02 Notice to Landlord. If Tenant receives written notification of any violation of Legal Requirements applicable to the Demised Premises, it shall endeavor to give prompt Notice thereof to Landlord, but no inadvertent failure to do so shall cause Tenant to suffer any liability hereunder.

11.03 Compliance by Landlord. Except as aforesaid, Landlord shall, at Landlord's expense, comply with or cause to be complied with, all Legal Requirements which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Demised Premises and/or the Building Common Areas and with respect to which Tenant is not obligated by Section 11.01 (or any other tenant of the Building is not obligated) to comply and which materially adversely affect Tenant's use or enjoyment of, or access to, the Demised Premises. Landlord shall not be required to comply with any Legal Requirements for so long as Landlord shall in good faith be contesting, through appropriate proceedings brought in accordance with applicable Legal Requirements, Landlord's obligation to comply therewith; provided Landlord's failure to comply has no material adverse effect on Tenant or its employees or shall result in any criminal or other legal proceedings being brought or fines or penalties being issued against Tenant or its employees unless Landlord agrees to pay and indemnify Tenant against such fines.

ARTICLE 12

MAINTENANCE, REPAIRS AND REPLACEMENT

12.01 Maintenance, Repairs and Replacement by Tenant. Except for the maintenance, repair and replacement to be performed by Landlord pursuant to Sections 6.01 and 12.02, Tenant shall maintain the Demised Premises, the fixtures therein and the systems exclusively serving them in accordance with the Premier Facility Standard, and shall repair any damage thereto and make replacements, as and when needed to preserve them in good working order and condition in accordance with the Premier Facility Standard upon and subject to all of the terms of this Lease. Without limitation of the foregoing, Tenant shall update technical and A/V systems on a regular basis and maintain such systems so that they are at all times consistent with the Premier Facility Standard. Tenant acknowledges that such obligations apply to, without limitation, (a) the Observation Deck Elevators and all toilet rooms, janitor closets, and all service elevator corridors located within the Premises, (b) except as otherwise expressly provided in this Lease, all systems (other than shared elements of Building systems) serving the Demised Premises to the extent the same are located in the Demised Premises, (c) any system located outside of the Demised Premises to the extent it exclusively serves the Demised Premises, (d) Tenant's Insurable Property, (e) Specialty Alterations installed by or for Tenant and (f) those portions of the Building systems located within and exclusively serving the Premises, from the point of connection on each floor of the Premises (by way of example only, Tenant shall be responsible for the maintenance and repair of (i) the electrical system serving the Premises from (but not including) the bus duct on each floor, including the transformers, switches and panels and submeters, (ii) the plumbing and sanitary systems and installations serving the Premises from the points of connection to (but not including) the main vertical risers and stacks of the Building, including any private bathrooms and shower facilities, (iii) the sprinkler system serving the Premises from the point of connection to (but not including) the tamper and flow valves and (iv) the fire alarms serving the Premises from the point of connection to (but not including) the main fire alarm panel on each floor. At the election of Landlord, any work by Tenant with respect to any of the items above may be performed by Landlord, in which event Tenant shall pay to Landlord as additional rent Landlord's Cost therefor. Subject to Section 16.08 below, all damage or injury, whether structural or non-structural, to the Building (excluding the Demised Premises), unless such damage or injury is covered by Landlord's insurance, or to its fixtures, glass, appurtenances and equipment caused by the negligence or willful misconduct of Tenant, its employees, agents, or licensees, shall be repaired, restored or replaced promptly by Tenant at Tenant's sole cost and expense, except to the extent such repairs are necessitated by reason of the negligence or willful misconduct of Landlord or other tenants (or the employees, agents, licensees and/or invitees of either). All aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations to the extent practicable and shall be done in a good and workmanlike manner upon and subject to all of the terms of this Lease. If Tenant fails to perform any of the repairs set forth in this Section 12.01 within thirty (30) days after delivery of a Notice to Tenant with respect thereto (except in the event of an emergency, in which event no such Notice shall be required), same may be made by Landlord at the expense of Tenant (which shall be equal to Landlord's Cost therefor) and all such expenses shall be paid by Tenant to Landlord as additional rent within thirty (30) days after delivery of Notice with an invoice therefor.

12.02 Maintenance, Repairs and Replacement by Landlord. Except for the maintenance, repairs and replacements to be performed by Tenant pursuant to Sections 6.01 and 12.01 above, Landlord shall, at Landlord's expense, and with reasonable diligence, make (or cause to be made) all repairs and replacements, structural and otherwise, necessary or desirable in order to keep in good order and repair (a) all structural portions of the Building (whether located within or outside of the Demised Premises), such as, by way of example only, the roof, foundation,

footings, exterior walls, load-bearing columns, floor slabs, windows and sashes, (b) all Building Common Areas to the extent such areas serve or affect the Demised Premises or Tenant's use of the Demised Premises and the Building Common Areas, and (c) all shared Building systems (whether such Building systems are located within or outside of the Demised Premises) serving the Demised Premises and other Building areas to the extent such areas serve or affect the Demised Premises or Tenant's use of the Demised Premises and the Building Common Areas, including the shared elements of the plumbing, sanitary, electrical, mechanical, fire protection, life safety and sprinkler systems of the Building and the HVAC System, in each case through the term, and in such manner as is consistent with the maintenance, operation and repair standards of Comparable Buildings. Landlord shall perform all capital repairs and replacements necessary to keep the West Plaza in good condition. Tenant agrees to deliver a Notice to Landlord of the necessity of repairs of which Tenant may have knowledge for which Landlord may be responsible under the provisions of the preceding sentence. Except as otherwise expressly provided herein, there shall be no liability of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord or others making repairs in or to any portion of the Building or the Demised Premises or in and to the fixtures, appurtenances or equipment thereof. The provisions of this Article 12 shall not apply in the case of fire or other casualty which are dealt with in Article 17 hereof.

ARTICLE 13

ALTERATIONS; FIXTURES

13.01 Alterations by Tenant.

A. Material and Decorative Alterations. Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises or the electrical, plumbing, mechanical or heating, ventilating and air-conditioning systems serving the Demised Premises, including Tenant's Work pursuant to the Work Letter (collectively, "Alterations") except in compliance with the provisions of this Article 13 (and otherwise in accordance with the terms of Exhibit C attached hereto). Tenant shall make no Alteration (other than a Material Alteration and Decorative Alterations, which are covered by the terms of the following sentence) without Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, (i) decorative Alterations such as painting, carpeting and floor and wall coverings (collectively, "Decorative Alterations"), which are consistent with the construction plans for Tenant's Work approved by Landlord under the Work Letter or the construction plans for any Alterations subsequently approved by Landlord, may be made by Tenant without Landlord's approval (although Tenant must otherwise fully comply with respect thereto with all of the other applicable provisions of this Article, including the requirements of Exhibit C attached hereto and the receipt of approval of any required applicable Governmental Authorities (including QAD)) and (ii) Landlord's consent may be withheld in its sole and absolute discretion with respect to any Material Alterations. "Material Alterations" means any Alteration that (a) affects the Building's structure, (b) affects the Building's exterior, (c) affects the mechanical or utility systems of the Building or any space occupied by another tenant, (d) affects the provision of services to other Building tenants, (e) includes work that requires the removal of a portion of the floor slab in any portion of the Demised Premises, or access to, or penetration of the floor slab adjacent to, any space occupied by any other tenant or occupant of the Building other than Tenant's subtenants, (f) provides for the installation of wet pipes above or in close proximity to an existing sensitive area(s) of another tenant, (g) affects any Building Common Area, or can be seen from any Building Common Area, (h) affects the technical services or content of the Facility or (i) constitutes a change in the design concept for any portion of the Demised Premises. Tenant acknowledges that with respect to the performance of all Alterations, Tenant must otherwise fully comply with all of the other applicable provisions of this Article, including the

requirements of Exhibit C attached hereto and the receipt of approval of any required applicable Governmental Authorities (including QAD).

B. Timing of Performance of Alterations. Subject to Section 13.04D hereof and the terms of the Rules and Regulations Regarding Alterations attached hereto as Exhibit C, Tenant may perform Alterations at such time as Tenant deems appropriate, both during Office Operating Hours on Business Days and at other times, although any Prohibited Work being performed on any floor (the "Prohibited Work Floor") of the Demised Premises when other tenants are in occupancy for the conduct of their business of all or any portion of the four (4) floors immediately above and/or below the Prohibited Work Floor and which affects any other tenant's use of its demised premises or the Building Common Areas used by other tenants of the Building shall be performed during hours other than Office Operating Hours on Business Days.

C. Miscellaneous. As a condition precedent to Landlord's consent to the performance by Tenant of any Alteration costing in excess of $5,000,000.00 in the aggregate (pursuant to a reasonable estimate prepared by Tenant's contractor and reasonably acceptable to Landlord), Tenant shall, upon the request of Landlord, obtain and deliver to Landlord either (at the election of Landlord) (a) a performance bond and a labor and materials payment bond issued by a surety company reasonably satisfactory to Landlord and licensed to do business in the State of New York or (b) a letter of credit in compliance with the applicable terms of Article 38 hereof, in an amount equal to one hundred (100%) percent of the cost of all such work, labor, and services to be performed and materials to be furnished in connection with such work. Landlord and Landlord's designees shall be obligee(s) or insured(s) under such surety bond or the beneficiary of such letter of credit, as the case may be. If any mechanic's lien is filed against the Building for work claimed to have been done for or materials claimed to have been furnished to Tenant, it shall be discharged by Tenant within thirty (30) days after notification to Tenant of the same, at Tenant's expense, by filing the bond required by law or payment or otherwise. If Tenant fails to discharge such lien within such thirty (30) day period, then Landlord (upon delivery of ten (10) days' prior Notice to Tenant) shall have the right to discharge same (by filing the bond required by law) and Landlord's Cost in obtaining such bond shall be repaid in full by Tenant to Landlord as additional rent within thirty (30) days after delivery of Notice with an invoice therefor. In addition, Tenant shall defend, save and hold Landlord harmless from any such mechanic's lien or claim, including Landlord's reasonable attorneys' fees, costs and expenses incurred by Landlord from and after a default by Tenant under this Lease with respect to the discharge of such mechanic's liens. If Landlord shall disapprove any Alteration for which Landlord's consent is required, Landlord shall set forth in writing in reasonable detail the reasons for such disapproval and shall itemize those portions of the plans and specifications therefor so disapproved. Landlord shall not be liable for any failure of any Building facilities or services to the extent caused by any act, omission, negligence or willful misconduct of Tenant or its agents, employees, contractors, subcontractors or construction managers, including any Alterations performed by or on behalf of Tenant, and Tenant shall correct any such faulty installation. Upon Tenant's failure to correct same within thirty (30) days after delivery of a Notice to Tenant with respect thereto (except in the event of an emergency, in which event no such Notice shall be required), Landlord may make such correction and charge Tenant for the cost thereof (which cost shall be equal to Landlord's Cost therefor and shall be payable by Tenant to Landlord as additional rent within thirty (30) days after delivery of Notice with an invoice therefor).

D. Port Authority Manual and QAD Approval. All Alterations shall be done at Tenant's sole expense and in full compliance with all Legal Requirements, including the Port Authority Manual. Landlord is not obligated to perform any Alterations for or on behalf of Tenant, except as expressly provided in this Lease. Notwithstanding anything herein to the contrary, to the extent required by the Port Authority Manual, Tenant shall not commence any Alterations (including a Decorative Alteration) until all applicable requirements of the Port Authority Manual with respect to such

Alterations shall have been fully satisfied, including the obtaining of the approval of QAD. Landlord shall cooperate in connection therewith at Landlord's expense and otherwise upon and subject to the terms of Section 5.04 hereof. The data to be supplied by Tenant in connection with any Alterations shall describe the fixtures, equipment and systems, if any, to be installed by Tenant, including those for the emission, handling and distribution of heat, air conditioning, domestic hot and cold water and electricity, in sufficient detail as shall enable QAD to determine whether the Port Authority Manual requirements have been complied with, and as shall enable Tenant's contractor to perform the work described and shown in such plans and specifications and shall show the proposed method of tying in such fixtures, equipment and systems to the utility lines or connections provided by Landlord on the various floors on which each portion of the Demised Premises is located.

E. Identification and Removal of Wiring. Tenant shall label all wiring installed in or for the Demised Premises and provide Landlord with an as-built plan showing such wiring (which shall be updated and delivered to Landlord for additions to or changes in wiring) so that the use of all wiring installed in or for the Demised Premises by or for Tenant is readily identifiable by Landlord. Tenant shall remove all abandoned wiring installed by Tenant at the time it is abandoned.

13.02 Required Insurance. Prior to commencing any Alteration, Tenant shall furnish to Landlord (subject to the terms of the Port Authority Manual):

A. A certificate evidencing that Tenant, Tenant's contractors, construction managers and subcontractors have procured workmen's compensation insurance in statutory limits with $1,000,000 employer's liability insurance covering all persons employed in connection with the work who might assert claims for death or bodily injury against the holder of the Net Lease, Landlord, Tenant or the Building. Such certificate is to contain provisions that obligate the insurer to notify Landlord, at least thirty (30) days in advance, in the event of cancellation or material change of the coverage. The amount of insurance required hereunder may be reasonably increased by Landlord from time to time.

B. A certificate evidencing that Tenant's contractors, construction managers and subcontractors have procured Commercial General Liability insurance for each location written with at least a $25,000,000 limit per occurrence for bodily injury, personal injury and property damage liability, including products and/or completed operations coverage, and business auto coverage including owned, non-owned and hired cars coverage of at least $5,000,000 with insurers reasonably satisfactory to Landlord, and including Landlord, and such other parties as shall be designated by Landlord, as additional insureds. The above amount for Commercial General Liability insurance shall be reduced to $5,000,000 with respect to all subcontractors retained by or on behalf of Tenant. Such certificate is to contain provisions that obligate the insurer to notify Landlord, at least thirty (30) days in advance, in the event of cancellation or material change of the coverage. The amount of insurance required hereunder may be reasonably increased by Landlord from time to time.

C. A certificate evidencing that Tenant (or Tenant's contractors) has (have) procured Builder's Risk (issued on a completed value basis) and temporary structures coverage (issued on a replacement cost basis) with respect to such Alteration in an amount reasonably satisfactory to Landlord, although Tenant shall not be obligated to obtain such Builder's Risk coverage to the extent that Tenant can demonstrate (to the reasonable satisfaction of Landlord) that its existing property insurance already provides such coverage.

D. Such additional personal injury and property damage insurance (over and above the insurance required to be carried by Tenant pursuant to the provisions of Article 16 hereof) and general liability insurance (with completed operations endorsement) for any occurrence in or about the

Building, in such limits as Landlord may reasonably require because of the nature of the work to be done by Tenant and with insurers reasonably satisfactory to Landlord.

13.03 Restoration. Subject to the applicable terms of the Work Letter, all Alterations upon the Demised Premises, made by either party, including all paneling, decoration, non-removable partitions, railing, mezzanine floors, galleries and the like, affixed to the realty so that they cannot be removed without material damage to the Building (collectively "Fixtures") shall be the property of Tenant during the term (to the extent that Tenant shall have paid therefor) and shall be insured by Tenant, and upon expiration or earlier termination of this Lease shall (except as hereinafter provided) become the property of Landlord. To the extent that Landlord shall have paid therefor, such items shall be the property of Landlord during the term of this Lease but shall be insured by Tenant. The foregoing shall be solely for federal, state and local tax purposes and shall not be deemed or construed to modify in any manner the obligations of Landlord and Tenant elsewhere in this Lease, including Articles 11, 12, 16 and 17 hereof. All of such determinations shall be made by Landlord in its reasonable discretion. Nothing contained herein shall be deemed or construed to be a representation or warranty by Landlord that any tax deductions and/or tax credits are or will be available to Tenant with respect thereto. All Fixtures then remaining in the Demised Premises (except as hereinafter provided) shall be surrendered with the Demised Premises, as a part thereof, at the end of the term. With respect to any Specialty Alterations, if Landlord shall, at any time prior to the date which is six (6) months following the Expiration Date or earlier termination of the term of this Lease, elect to demolish and restore any Specialty Alterations installed by any Tenant Party during the term of this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery of an invoice therefor, Landlord's Cost to demolish and restore same (or, if Landlord, is then demolishing or restoring other portions of the Demised Premises in addition to such Specialty Alterations, the incremental Landlord's Cost to demolish or restore any such Specialty Alterations over and above the cost of such other demolition) and, in case of damage to any structural elements of the Building or Building mechanical or utility systems by reason of their removal, Tenant shall pay Landlord’s Cost to repair any such damage. If Landlord is holding a Security Deposit pursuant to the terms of this Lease, Landlord shall retain such portion of that Security Deposit as Landlord deems reasonably necessary in order to secure Tenant's payment obligations set forth in the immediately prior sentence (but the same shall not constitute a limit on such obligations). All of Tenant's telephone and other communications equipment, computer systems, audio or visual systems, kitchen and food or beverage service equipment, furniture, trade fixtures, furnishings, inventory, marketing materials, and other items of personal property not affixed to the realty that are removable without material damage to the Premises or the Building, and any and all right, title and interest of Tenant in any intangible property related to the Premises or this Lease, including without limitation designs, images, computer software and program content (collectively, "Tenant's Property") shall remain the property of Tenant during the Term, and upon expiration or earlier termination of this Lease shall (except as hereinafter provided) become the property of Landlord, and Tenant agrees that it will execute any documents reasonably requested by Landlord to evidence the transfer of ownership of Tenant's Property to Landlord upon expiration or earlier termination of this Lease, at no cost or expense to Landlord. Notwithstanding the foregoing, if Landlord elects for Tenant to remove one or more item(s) of Tenant's Property, Landlord shall deliver Notice to Tenant not less than thirty (30) days prior to the expiration of the term of this Lease specifying the item(s) of Tenant's Property which Landlord has elected to have Tenant remove. In such event Tenant shall at its expense, on or before the expiration of the term of this Lease, remove such item(s), and, in case of damage to any structural elements of the Building or Building mechanical or utility systems by reason of their removal, Tenant shall repair any such damage. All items of Tenant's Property required to be removed by Tenant at the end of the term remaining in the Demised Premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the Demised Premises by Landlord, at Tenant's expense equal to Landlord's Cost

therefor. Except for Tenant's repair obligation expressly provided for above in this Section 13.03 and Tenant's obligations to pay for the removal and restoration of Specialty Alterations in accordance with this Section 13.03 (and as otherwise expressly provided herein) and Tenant's other obligations under this Section 13.03, Landlord shall accept the Demised Premises in its then "as is" condition at the expiration or any earlier termination of this Lease. The foregoing obligations of Tenant shall also be applicable in connection with the earlier termination of this Lease for any reason with respect to a portion of the Premises. The terms of this Section 13.03 shall survive the expiration or sooner termination of this Lease.

13.04 Miscellaneous Restrictions.

A. Before proceeding with any Alteration other than a Decorative Alteration, Tenant shall submit to Landlord the number of copies of detailed plans and specifications therefor then required by the terms of the Rules and Regulations Regarding Alterations attached hereto as Exhibit C (and to QAD the number of copies of detailed plans and specifications therefor then required by the terms of the Port Authority Manual).

B. Tenant shall not be permitted to install any Fixtures which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as then in effect in New York). At all times during the Term, Tenant's Property shall be owned by Tenant free and clear of any liens, security interests, claims or encumbrances other than a Leasehold Mortgage permitted under this Lease.

C. No Alterations (including Decorative Alterations) shall be undertaken except after delivery of at least ten (10) Business Days' prior Notice to Landlord with respect thereto (which period shall begin when QAD shall have issued an approval to proceed with respect thereto and all permits and authorizations required by applicable Legal Requirements have been obtained (and copies thereof furnished to Landlord)). Tenant shall be fully responsible at its sole cost and expense for retaining all architectural, engineering and other technical consultants as QAD shall determine are necessary to prepare Tenant's plans in accordance with this Article 13 upon and subject to the terms of the Port Authority Manual. The plans and specifications to be submitted by Tenant to Landlord shall bear the seal of a licensed architect or professional engineer licensed in the State of New York who shall be responsible for the administration of the work, and shall be in reasonably sufficient detail for Tenant's contractor to perform the work. Prior to engaging or retaining architect(s) or engineer(s) for any Alterations, Tenant shall submit the name or names of such architect(s) or engineer(s) to Landlord for its approval; it being agreed that any such approval shall not be unreasonably withheld or delayed.

D. All Alterations shall at all times comply with all Legal Requirements (including the Port Authority Manual) and the Rules and Regulations annexed hereto as Exhibit C (including changes to such Rules and Regulations adopted by Landlord in accordance with Article 26 below) and Landlord shall cooperate with Tenant in connection with such compliance in accordance with the provisions of Section 5.04 hereof. Tenant, at its expense, shall cause all Alterations to be performed in a good and workmanlike manner, using materials and equipment at least equal in quality to the Building Standards set forth on Exhibit C annexed hereto. Tenant shall have the right to file plans for any proposed Alteration with any Governmental Authority (including QAD) prior to Landlord's approval of such plans, provided that (i) Tenant shall simultaneously deliver to Landlord a set of such plans if same have not theretofore been delivered to Landlord, and (ii) in no event shall Tenant be permitted to commence the work or to pull or obtain any required permits or license to be issued by any Governmental Authority (including QAD) authorizing such work until Landlord has approved such plans pursuant to the provisions of this Article 13. Subject to the terms of Section 13.05 hereof, Tenant shall reimburse Landlord for Landlord's Cost in connection with any such Alteration. All Alterations

shall be promptly commenced and completed and shall be performed in such manner so as not to interfere with the occupancy of any other tenant nor delay or impose any additional expense upon Landlord in the maintenance, cleaning, repair, safety, management, or security of the Building (or the Building's equipment) or in the performance of any improvements. If any such additional expense is incurred, Landlord may collect Landlord's Cost thereof as additional rent from Tenant within thirty (30) days after delivery of Notice with an invoice therefor. Subject to the terms of the Rules and Regulations Regarding Alterations attached hereto as Exhibit C, Tenant shall (upon completion of any Alteration at Landlord's request) deliver three (3) complete sets of "As Built" drawings and plans to Landlord (which plans and specifications must include final, marked record drawings which incorporate all bulletins, revisions, clarification sketches and the like issued from each of Tenant's HVAC, electrical, plumbing and fire safety and sprinkler designers and subcontractors, as applicable) prepared on an AutoCAD Computer Assisted Drafting and Design System (or its then equivalent) using naming conventions issued by the American Institute of Architects in June, 1990 (or its then equivalent) and magnetic computer media of such record drawings and specifications, translated into in a format compatible with AutoCAD Release 2000 or later or another format reasonably acceptable to Landlord.

E. Tenant, at its sole expense, promptly shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with its Alterations which shall be issued by any Governmental Authority.

F. Only Landlord or parties first approved by Landlord shall be permitted to act as a contractor, subcontractor or construction manager for any Alteration (including a Decorative Alteration). Such approval shall not be unreasonably withheld or delayed. Landlord reserves the right to exclude from the Building any party attempting to act as a contractor, subcontractor or construction manager in violation of this Article. In the event Tenant shall employ any contractor, subcontractor or construction manager permitted in this Article, such contractor, subcontractor or construction manager may have use of the Building facilities subject to the provisions of this Lease and the Rules and Regulations Regarding Alterations attached hereto as Exhibit C. Landlord shall provide Tenant with a list of such contractors or subcontractors upon request by Tenant from time to time, which contractors and subcontractors shall be deemed approved for the one (1) year period from the date of approval thereof; provided, however, that Landlord may remove a contractor or subcontractor (as the case may be) from such list or withdraw its approval thereto at any time. Notwithstanding anything herein to the contrary, Tenant acknowledges that in connection with any Alteration related to

and certain other items designated by Landlord in its sole and absolute discretion, a single subcontractor designated by Landlord or Landlord's managing agent may be required to perform such work (and certain architectural and engineering services in connection therewith may be required by Landlord or Landlord's managing agent to be furnished by Landlord's Engineer and Landlord's Architect or other consulting firms designated by Landlord). At the option of Landlord, Landlord shall cause such subcontractor to perform such work at Tenant's expense, which expense shall be equal to Landlord's Cost therefor. The approval by Landlord of any construction manager, general contractor and/or subcontractor(s) (nor the designation of a single subcontractor for the performance of work) shall not be deemed to mean the Landlord has given any assurance or made any representation or guaranty with respect to the performance by or quality of work of such construction manager, general contractor or subcontractor(s), and Landlord shall have no responsibility for the actions, negligence, work or workmanship of such construction manager, general contractor or subcontractor(s).

G. The performance of any Alteration (or the use of any materials in connection with such Alteration) shall not be done in a manner which would disturb harmony with any trade engaged in performing any other work in the Building (including the creation of any work slowdown, sabotage, strike, picket or jurisdictional dispute) or create any actual interference with the operation of the Building. Tenant shall immediately stop the performance of any Alteration (or the use of any materials in connection with such Alteration) if Landlord delivers a Notice to Tenant that continuing such Alteration would so disturb harmony with any trade engaged in performing any other work in the Building or create any actual interference with the operation of the Building. Landlord and Tenant shall cooperate with one another in all reasonable respects to avoid any such labor disharmony. Tenant hereby agrees to defend, save and hold Landlord harmless from any and all loss arising thereby, including any reasonable attorneys' fees and any claims made by contractors, subcontractors, construction managers, mechanics and/or laborers so precluded from having access to the Building Tenant may at any time utilize Tenant's employees to perform Alterations, whether or not such employees shall be unionized; provided, however, that such employees shall be properly licensed and qualified to perform such Alteration and shall not cause labor disharmony in the Building.

H. No approval of any plans or specifications by Landlord, QAD or any other Governmental Authority or consent by Landlord, QAD or any other Governmental Authority allowing Tenant to make any Alterations or any inspection of Alterations made by or for Landlord, QAD or any other Governmental Authority shall in any way be deemed to be an agreement by Landlord, QAD or any other Governmental Authority that the contemplated Alterations comply with any Legal Requirements (including the Port Authority Manual) or insurance requirements nor shall it be deemed to be a waiver by Landlord of the compliance by Tenant of any provision of this Lease.

I. Subject to Landlord's consent, which shall be granted or withheld in accordance with and subject to the terms and conditions of this Article 13, Tenant shall be permitted to install wireless communications networks (also known as "Wi-Fi") within the Demised Premises for use only within the Demised Premises by Tenant, its employees, and visitors to access a private intranet or public internet for no charge (the "Network"). Tenant shall not solicit, suffer, or permit other tenants or occupants of the Building or other third parties to use the Network or any other communications service, including any wired or wireless internet service that passes through, is transmitted through, or emanates from, the Demised Premises. Tenant's communications equipment and the communications equipment of Tenant's service providers and contractors located in or about the Demised Premises or installed in the Building to service the Demised Premises, including the Network and any antennae, switches or other equipment (collectively, "Tenant's Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic or other interference to any other party or any equipment (e.g., cellular wireless, wireless data, two-way radio (provided that such two-way radio is integrated with Landlord's system at the expense of Tenant, which expense shall be equal to Landlord's Cost therefor), or first responder) of any other party, including Landlord, other stakeholders, other tenants or occupants of the Building or the World Trade Center or any other party and whether or not such interference is caused to equipment installed after the installation of Tenant's Communications Equipment. In the event that Tenant's Communications Equipment causes or is believed to cause any such interference, upon receipt of a Notice from Landlord of such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within twenty-four (24) hours (or such shorter period as shall be designated by Landlord in its sole and absolute discretion if Landlord believes a shorter period to be appropriate) then, upon a Notice from Landlord, Tenant shall shut down Tenant's Communications Equipment until such interference shall have been resolved to Landlord's reasonable satisfaction. Landlord shall have no liability to Tenant if Tenant shall be unable to install any Network in the Demised Premises or if Tenant shall be required to shut down Tenant's Communications Equipment for any reason. Tenant acknowledges that Landlord has granted and/or may grant rights, licenses and other rights to install intranet, internet, wireless and cellular

networks, satellite dishes, antennae, switches and other communications networks and equipment to other tenants and occupants of the Building and to telecommunications service providers and other third parties. In all event's the Network installed by Tenant shall be configured and located so that it cannot be used in any material respect by persons outside the Demised Premises.

13.05 Charges and Other Restrictions.

A. Tenant shall reimburse Landlord, as additional rent within thirty (30) days after delivery of Notice with an invoice therefor, for Landlord's Cost in connection with the review by any party (including Landlord and its personnel and any architect or engineer employed by Landlord in connection therewith) of Tenant's plans and specifications for any Alterations (including Tenant's Work).

B. Except with respect to Tenant's Work (it being agreed that all standby charges payable by Tenant in connection therewith shall be set forth in the Work Letter), Tenant shall pay to Landlord, as additional rent within thirty (30) days after delivery of Notice with an invoice therefor, a charge equal to Landlord's Cost for all standby Building personnel reasonably required to supervise, assist and/or otherwise perform any services in connection with the performance by Tenant of any Alteration for the period that Landlord makes such personnel available therefor in accordance with standard Building procedures (including any applicable overtime costs Landlord incurs to make such personnel available therefor). To the extent that Tenant shall be performing any Alterations, Tenant shall pay any additional costs incurred by Landlord in connection therewith (which shall be equal to Landlord's Cost therefor), including standby labor and/or operating personnel that may be required to comply with applicable Legal Requirements and/or union jurisdictional requirements with respect to the balance of the World Trade Center (other than the Building).

C. In connection with Tenant's Work and any subsequent Alteration by Tenant, Tenant shall be responsible for any charges payable to Port Authority (in its governmental capacity) for the filing and review of Tenant's architectural and engineering plans (including any permitting and filing fees of QAD) in accordance with the Port Authority Manual.

D. Notwithstanding anything herein to the contrary, the following terms shall be applicable to a bar, kitchen, sink, shower and any other "wet" installation to be installed by or on behalf of Tenant: (a) the plans and specifications with respect to any such "wet" installation shall be subject to Landlord's approval upon and subject to the applicable terms of this Lease and shall be designed in such a manner so as to minimize the occurrence of any water leaks, (b) Tenant shall install at its expense as part of Tenant's Work, a membrane waterproofing system (or its then equivalent), and a sealed and tiled floor with drains (or its then equivalent), throughout all of the "wet" areas of the Demised Premises and Tenant shall maintain same throughout the term of this Lease in good working order, (c) Tenant shall be solely responsible at its expense throughout the term for (i) preserving the watertight integrity of the Demised Premises and (ii) all leaks from such "wet" installation to all areas of the Building beneath the Demised Premises and any damage caused thereby, (d) if any water leaks occur from such "wet" installation, Tenant, upon Landlord's request, shall promptly cease the use of the item(s) causing the leak and shall promptly and diligently perform at its expense any work or alteration reasonably requested by Landlord to remedy such problem, which work or alteration shall be performed by Tenant upon and subject to all of the terms of this Lease and (e) Tenant hereby indemnifies Landlord and the other tenants of the Building from and against any and all loss, cost, liability, claims, actual damages and expenses of any nature whatsoever arising out of any such leak. Landlord and Tenant acknowledge that (x) except to the extent that such leak(s) shall have been caused by the negligence or willful misconduct of Landlord and/or its agents and/or employees (and in such event subject to the terms of Section 16.08 hereof), Landlord shall have no liability to Tenant for any loss, damage, or expense which Tenant may sustain on account of such leak(s) into any portion of the Premises, (y) this Lease and the obligations of Tenant

shall not be affected by reason of any such leak(s) and (z) the terms of this Section are also subject to the applicable terms of Exhibit C attached hereto.

E. All Alterations shall be subject to and performed in accordance with applicable LEED standards or its equivalent to the extent Landlord has obtained (and is then maintaining) or is then seeking a LEED certification or its equivalent, including those set forth in the Rules and Regulations Regarding Alterations annexed hereto as Exhibit C; provided, however, Tenant's LEED obligations with respect to Tenant's Work shall be as expressly set forth in the Work Letter. Tenant at its expense shall be obligated to fully comply with all LEED obligations imposed upon Tenant pursuant to the terms of the Port Authority Manual. Landlord hereby advises Tenant that (a) it is Landlord's intention to obtain a LEED certification of gold (or LEED Gold Alternative Path or its equivalent) with respect to the Building and (b) the Building has been designed and engineered (and is being constructed) by Landlord in accordance with such intention. Landlord agrees to use commercially reasonable efforts to obtain such LEED certification, although Landlord shall not be obligated to commence an action or proceeding or to incur any material expenses in connection therewith. Promptly following the completion of Basic Construction and the issuance of any LEED certification with respect to the Building, Landlord shall deliver a Routine Notice to Tenant with respect thereto. Any failure for any reason by Landlord to obtain or maintain such LEED certification shall not constitute a default by Landlord, entitle Tenant to any abatement or reduction in Fixed Rent or additional rent, relieve Tenant of any obligation under this Lease or impose any liability upon Landlord.

F. Tenant shall reimburse Landlord, as additional rent within thirty (30) days after delivery of Notice with an invoice therefor, for Landlord's Cost in connection with any incremental costs incurred by Landlord with respect to Landlord's maintenance and repair obligations hereunder to the extent arising from or with respect to any Alterations (including Specialty Alterations) completed by or for the benefit of Tenant. Tenant acknowledges and agrees that it will be responsible for the maintenance, repair and replacement of any such Alterations (including its Specialty Alterations), and Tenant shall promptly commence and complete any such maintenance, repair and/or replacement following any request therefor from Landlord.

13.06 Arbitration. Either party shall be permitted to submit disputes arising under this Article 13 to arbitration in accordance with the provisions of Article 25 hereof.

ARTICLE 14

LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

14.01 Cure Rights. If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions of this Lease, and such default shall continue beyond any applicable notice and cure period, Landlord, without being under any obligation to do so and without thereby waiving such default, may, upon at least ten (10) days' prior Notice to Tenant and an opportunity to cure (or such shorter periods, if any, as may be feasible in the case of an emergency), which Notice shall expressly state Landlord's intention to exercise its rights under this Section 14.01 (and when and how Landlord intends to do the same), remedy such default for the account and at the expense of Tenant equal to Landlord's Cost therefor. Subject to the terms of Section 32.05 hereof, if Landlord makes any expenditures in connection therewith, including reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid with interest at the Prime Rate shall be deemed to be additional rent hereunder and shall be paid to it by Tenant within thirty (30) days after submission by Landlord to Tenant of Notice with a reasonably detailed invoice therefor. If the term

of this Lease shall have expired or otherwise terminated at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

ARTICLE 15

NO LIABILITY; FORCE MAJEURE

15.01 No Representations. Landlord or Landlord's agents have made no representations or promises with respect to the Building, the Land or the Demised Premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provision of this Lease.

15.02 Force Majeure.

A. Except as may be specifically provided for elsewhere in this Lease, this Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures (except for the payment of any sums due to Tenant hereunder and any obligations of Landlord to the extent that the non-performance of such obligations would unreasonably interfere with or prevent Tenant from performing its corresponding obligations under this Lease), if Landlord is prevented or delayed from so doing by reason of Force Majeure.

B. Except as may be specifically provided for elsewhere in this Lease and in the Work Letter, this Lease and the obligation of Landlord to perform all of the covenants and agreements hereunder on the part of Landlord to be performed shall in no way be affected, impaired or excused because Tenant is unable to fulfill any of its obligations under this Lease (except for the payment of rent and any obligations of Tenant to the extent that the non-performance of such obligations would unreasonably interfere with or prevent Landlord from performing its corresponding obligations under this Lease), if Tenant is prevented or delayed from doing so by reason of Force Majeure.

15.03 No Liability of Landlord. Except to the extent of Landlord's and/or its agents' negligence or willful acts and provided Landlord has complied with its obligations under this Lease with respect thereto, Landlord and its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft or otherwise. Unless caused by or due to the negligence or willful misconduct of Landlord and/or its agents, servants or employees (but subject to the terms of Section 16.08 hereof) and provided Landlord has complied with its obligations under this Lease with respect thereto, Landlord and its agents, servants and employees shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster and/or other Building material such as sheetrock and/or ceiling tiles, steam, gas, electricity, water, rain or snow leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, nor shall Landlord and its agents, servants and employees be liable for any such damage caused by other tenants or other persons in the Building or caused by operations in construction of any private, public or quasi-public work, but the foregoing shall not limit Tenant's rights or decrease Landlord's obligations under this Lease.

15.04 No Recourse to Principals of Landlord. Except to the extent of Landlord's "leasehold estate and interest in and to the Building" as defined in Section 15.05, no recourse shall be had on any of Landlord's obligations under this Lease or for any claim based thereon or otherwise in respect thereof against any incorporator of Landlord, subscriber to Landlord's capital stock, shareholder, employee, agent, officer or director, past, present or future, of any corporation, or any partner or joint venturer of any partnership or joint venture, or any member of any limited liability company which shall be Landlord hereunder or included in the term "Landlord" or of any successor of any such corporation or limited liability company, or against any principal, disclosed or undisclosed, or any such corporation or limited liability company, or against any principal, disclosed or undisclosed, or any affiliate of any party which shall be Landlord or included in the term "Landlord," whether directly or through Landlord or through any receiver, assignee, agent, trustee in bankruptcy or through any other person, firm or corporation, whether by virtue of any constitution, statute or rule of law or by enforcement of an assessment or penalty or otherwise, all such liability being expressly waived and released by Tenant.

15.05 Recourse to Landlord. Tenant shall look only and solely to Landlord's leasehold estate and interest in and to the Building and the rents and profits and proceeds therefrom for the satisfaction of any right of Tenant arising out of this Lease or for the collection of judgment or other judicial process or arbitration award requiring the payment of money by Landlord in connection with this Lease and no other property or assets of Landlord, Landlord's agents, incorporators, shareholders, employees, officers, directors, members, partners, agents, principals (disclosed or undisclosed), joint venturers, or affiliates shall be subject to levy, lien, execution, attachment, or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, or Tenant's use and occupancy of the Demised Premises or any other liability of Landlord to Tenant. For purposes of the preceding sentence, "Landlord's leasehold estate and interest in and to the Building" shall be deemed to include (a) all rent or other consideration received by Landlord in respect of the leasehold estate and the Building, (b) proceeds of a sale (net of transaction costs), financing or refinancing (but only to the extent the proceeds of a financing or refinancing exceed (i) the amount of any indebtedness that was paid with the proceeds of such financing or refinancing plus (ii) all transaction costs associated with such financing or refinancing) of the Building (or any portion thereof), or of Landlord's estate or interest therein, or in any property, equipment or improvements in the Building (or any portion thereof), (c) any insurance proceeds or condemnation awards relating to any portion of the leasehold estate or the Building (to the extent in excess of any restoration costs and net of all costs of obtaining such proceeds or awards) and (d) any security at any time posted by Landlord with Tenant to secure Landlord's obligations under this Lease.

15.06 No Recourse to Principals of Tenant. Except as expressly set forth in the Tenant Guaranty (insofar as it relates to the Tenant Guarantor), no recourse shall be had on any of Tenant's obligations under this Lease or for any claim based thereon or otherwise in respect thereof against any incorporator of Tenant, subscriber to Tenant's capital stock, shareholder, employee, agent, officer or director, past, present or future, of any corporation, or any partner or joint venturer of any partnership or joint venture, or any member of any limited liability company which shall be Tenant hereunder or included in the term "Tenant" or of any successor of any such corporation or limited liability company, or against any principal, disclosed or undisclosed, or any such corporation or limited liability company, or against any principal, disclosed or undisclosed, or any affiliate of any party which shall be Tenant or included in the term "Tenant," whether directly or through Tenant or through any receiver, assignee, agent, trustee in bankruptcy or through any other person, firm or corporation, whether by virtue of any constitution, statute or rule of law or by enforcement of an assessment or penalty or otherwise, all such liability being expressly waived and released by Landlord.

ARTICLE 16

INDEMNIFICATION; INSURANCE

16.01 Indemnity.

A. To the maximum extent permitted by law, but subject to Section 16.08 hereof, Tenant shall indemnify, defend and hold harmless Landlord and all Landlord Parties from and against any and all claims against any of such parties arising from (i) the use or occupancy of the Demised Premises or any business therein or related thereto, (ii) any work or thing whatsoever done, or any condition created (other than by Landlord, its employees, agents or contractors) in or about the Demised Premises, (iii) any negligent act or omission, or willful misconduct, of Tenant or any Tenant Party, whether resulting in injury or death to persons or damage to property or otherwise, or (iv) any business activities of Tenant or any Tenant Party, including without limitation marketing or promotional activities and the manufacture, sale or condition of any merchandise sold, distributed or licensed by or on behalf of Tenant or any Tenant Party, whether from or at the Demised Premises or another location; except, in each case, to the extent that any such claim results from the negligence or willful misconduct of Landlord or any other Landlord Party; together with, in the case of clauses (i), (ii), (iii), and (iv) of this sentence, all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including all reasonable attorneys' fees and expenses.

B. To the maximum extent permitted by law, but subject to Section 16.08 hereof, Landlord shall indemnify, defend and hold harmless Tenant and the Tenant Parties from and against any and all claims against any of such parties arising from (i) Landlord’s breach of Section 32.22B hereof with respect to the REOA or (ii) any negligent act or omission, or willful misconduct of Landlord, its employees, agents or contractors in performing work in the Demised Premises or the West Plaza; except to the extent that any such claim results from the negligence or willful misconduct of Tenant; in each case together with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including all reasonable attorneys' fees and expenses.

C. If any claim that is within the scope of any indemnity set forth in this Lease is asserted against any indemnified party, then the indemnified party shall give prompt Notice (each, an "Indemnified Party Notice") thereof to the indemnifying party (i.e., within a time period so as not to prejudice the indemnifying party's or its insurer's ability to defend effectively any action or proceeding brought on such claim) and the indemnifying party shall have the right to defend and control the defense of any action or proceeding brought on such claim with counsel chosen by the indemnifying party, subject to the approval of the indemnified party (such approval not to be unreasonably withheld), or by the indemnifying party's insurance company. If the indemnified party fails promptly to deliver the Indemnified Party Notice, the indemnifying party shall continue to be liable within the scope of the indemnity provided herein, provided, however, the indemnifying party shall not be liable for such loss sustained by any indemnified party as a result of the failure by the indemnified party to promptly deliver to the indemnifying party the Indemnified Party Notice. If the indemnified party shall not afford the indemnifying party the right to defend and control the defense of any such action or proceeding then the indemnifying party shall have no obligation under the applicable indemnity set forth in this Lease with respect to such action or proceeding or other actions or proceedings involving the same or related facts. If the indemnifying party shall defend any such action or proceeding, then:

(i) the indemnified party shall cooperate with the indemnifying party (or its insurer) in the defense of any such action or proceeding in such manner as the indemnifying party (or its insurer) may from time to time reasonably request and the indemnifying party shall not be liable for the costs of any separate counsel employed by the indemnified party;

(ii) the indemnified party shall not be liable for any settlement made without the indemnified party's consent;

(iii) if such action or proceeding can be settled by the payment of money and without the need to admit liability on the indemnified party's part, then the indemnifying party shall have the right to settle such action or proceeding without the indemnified party's consent and the indemnifying party shall have no further obligation under the applicable indemnity set forth in this Lease with respect to such action or proceeding or other actions or proceedings involving the same or related facts if the indemnified party refuses to agree to such a settlement; and

(iv) if such action or proceeding cannot be settled merely by the payment of money and without the need to admit liability on the indemnified party's part, then the indemnifying party shall not settle such action or proceeding without the indemnified party's consent (which consent shall not be unreasonably withheld or delayed) and if the indemnified party unreasonably withholds or delays its consent to any such settlement, then the indemnifying party shall have no further obligation under the applicable indemnity set forth in this Lease with respect to such action or proceeding or other actions or proceedings involving the same or related facts.

D. If an indemnifying party shall, in good faith, believe that a claim set forth in an Indemnified Party Notice is not or may not be within the scope of the indemnifying party's indemnity set forth in this Lease then, pending determination of that question, the indemnifying party shall not be deemed to be in default under this Lease by reason of its failure or refusal to indemnify and hold harmless any indemnified party therefrom or to pay such costs, expenses and liabilities, but if it shall be finally determined by a court of competent jurisdiction or by arbitration in accordance with Article 25 that such claim was within the scope of such indemnifying party's indemnity set forth in this Lease, then such indemnifying party shall be liable for any judgment or reasonable settlement and any reasonable legal fees and expenses incurred by the party entitled to indemnity hereunder. The provisions of this Section 16.01 shall survive the expiration or earlier termination of this Lease.

E.

(i) Notwithstanding any provisions of this Lease to the contrary, Landlord shall not be liable to Tenant for Consequential Damages of any kind or nature (including Consequential Damages in respect of (a) any loss of use of the Demised Premises or any Alterations or otherwise, or (b) any loss of use of, or rents from, the Building or any part thereof) in any event whatsoever, even if arising from any act, omission or negligence of Landlord or from the breach by Landlord of its obligations under this Lease.

(ii) Notwithstanding any provisions of this Lease to the contrary, except as expressly provided in Section 22.02B hereof, Tenant shall not be liable to Landlord for Consequential Damages of any kind or nature (including Consequential Damages in respect of (i) any loss of use of the Demised Premises or any Alterations or otherwise, or (ii) any loss of use of, or rents from, the Building or any part thereof) in any event whatsoever, even if arising from any act, omission or negligence of Tenant or from the breach by Tenant of its obligations under this Lease.

F. In connection with any claim or demand with respect to which Tenant is the indemnifying party in accordance with Section 16.01A (even if such claim or demand is groundless, false or fraudulent), Tenant shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise, assert or maintain any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority; the immunity of the Port Authority, its

Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes regarding suits against the Port Authority.

16.02 Tenant's Liability Insurance. Tenant agrees to maintain in full force and effect from the date upon which Tenant first enters the Demised Premises or any portion thereof for the conduct of its business or for the performance of any Alterations or any other purpose (and in any event not later than the Commencement Date), throughout the term and thereafter, so long as Tenant is in occupancy of any part of the Demised Premises, (a) a policy of commercial general liability insurance, which shall include completed operations/product liability coverage and contractual liability coverage covering Tenant's operations within the Building to the extent and in the manner provided under the standard ISO form of commercial general liability policy, or its then equivalent, in use from time to time, under which Tenant is the named insured and Landlord, Landlord's managing agent and Net Lessor (and such other persons as Landlord may reasonably designate by a Routine Notice to Tenant from time to time) are named as additional insureds (but not loss payees) on ISO Form CG 0001 (12/07) or its then equivalent, (b) Statutory Workers Compensation Coverage with Employers Liability as required by Legal Requirements ("Workers Comp Coverage"), (c) business auto coverage including owned, non-owned and hired cars coverage, and (d) liquor law legal liability coverage. Each such policy shall be issued by one or more insurers in a financial size category of not less than VIII and with general policy holders ratings of not less than A-, as rated in the most current available insurance reports published by A.M. Best & Company, Inc., or the then-equivalent thereof, and licensed to do business in the State of New York and authorized to issue such policies ("Minimum Insurer Standards"). Each policy of insurance procured by Tenant shall (i) contain endorsements providing that (w) such policy shall not be cancelled or amended with respect to Landlord and Landlord's said designees without at least thirty (30) days' prior notification to Landlord and such designees, (x) Tenant shall be solely responsible for the payment of premiums therefor notwithstanding that Landlord or any such designee is or may be named as an additional insured, (y) no insurer shall, without the express permission of Landlord and Net Lessor, raise any defense involving in any way the jurisdiction of any tribunal over Landlord or Net Lessor, if any, or the immunity of Landlord or Net Lessor as a Sovereign, to the extent applicable; and (z) any policy of commercial general liability insurance maintained by Tenant pursuant to this Section 16.02 shall contain a standard separation of insureds provision; and (ii) not prohibit the release of claims given under Section 16.08, nor shall any of them be limited, terminated or materially affected thereby. As of the Execution Date, the limits of liability of such insurance shall be $25,000,000 per occurrence for commercial general liability insurance and excess liability insurance (including completed operations/product liability coverage), $5,000,000 per occurrence for business auto coverage, worker's compensation coverage as required by Legal Requirements with $1,000,000 employer's liability insurance, and $5,000,000 per occurrence for liquor law legal liability. The amount of insurance required hereunder may be reasonably increased by Landlord from time to time. Such coverage may be maintained under blanket and/or a combination of primary and umbrella coverage as provided in Section 16.05.

16.03 Tenant's Casualty and Business Interruption Insurance.

A. Tenant shall take out on or prior to the date upon which Tenant first enters the Demised Premises or any portion thereof for the conduct of its business or for the performance of any Alterations or any other purpose (and in any event not later than the Commencement Date) with respect to the Demised Premises and keep in force during the term the following: (a) "all risk" insurance in an amount insuring the full replacement value of all of Tenant's Insurable Property, with a replacement cost endorsement and (b) "all risk" business interruption or earnings insurance, including the perils of flood, earthquake and terrorism damage, to cover the loss of gross profits and continuing expenses (including rent payable under this Lease) during the period of partial or total shutdown of Tenant's business (it

being understood that such insurance must provide coverage for all Rent payable under this Lease (calculated based on the greater of the prior Lease Year's Rent or annualized Rent based on the last full month before the casualty) during partial and total shutdowns of Tenant's business of at least twelve (12) consecutive months in duration). Such policies shall be written by an insurer of the A.M. Best & Company, Inc. financial size category and general policy holders rating, and include the required policy provisions, each as specified in Section 16.02, licensed to do business in the State of New York and authorized to issue such policies, and Landlord and Landlord's managing agent shall be named loss payees, as their interests may appear under each of such policies.

B. In addition to the foregoing, so long as TRIA or similar legislation providing for a federal program dealing with insurance for terrorism is in effect, Tenant shall carry such coverage for property damage throughout the term consistent with the TRIA coverage grant. With respect to such terrorism insurance, Landlord and Landlord's managing agent shall be named as loss payees, as their interests may appear. If TRIA or similar legislation is not renewed and no such act is in effect, Tenant shall carry terrorism insurance consistent with the TRIA coverage grant but if the premium for such terrorism insurance exceeds one hundred fifty (150%) percent of the premium paid for such coverage while the TRIA grant was in effect, then Tenant shall only be required to carry the maximum amount of such terrorism insurance available for one hundred fifty (150%) percent of the premium paid for such terrorism insurance during the prior policy period when TRIA was in effect.

16.04 Certificates of Insurance. On or before the date upon which Tenant first enters the Demised Premises or any portion thereof for the conduct of its business or for the performance of any Alterations or any other purpose (and in any event not later than the Commencement Date), Tenant shall furnish Landlord with certificates evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord ten (10) days prior to the expiration date of each policy for which a certificate was theretofore furnished evidencing no interruption in coverage (it being understood, however, Tenant's failure to furnish such certificate shall not limit or impair Tenant's rights, obligations and liabilities under this Lease). Subject to the provisions of Sections 16.02 and 16.03 hereof and the following sentence of this Section 16.04, each such certificate shall evidence, with respect to each required policy (i) that the policy may not be cancelled, terminated, changed or modified without giving at least thirty (30) days' advance notification thereof to Landlord and Net Lessor, (ii) each insurer shall not, without express advance permission of Landlord, raise any defense involving in any way (x) the jurisdiction of any tribunal over Landlord or Net Lessor, if any, or (y) the immunity of Landlord or Net Lessor as a Sovereign, to the extent applicable, (iii) the protection afforded Tenant under any policy of commercial general liability insurance maintained by Tenant pursuant to Section 16.02 hereof with respect to any claim or action against Tenant by a third person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord or Net Lessor and by Tenant against Landlord or Net Lessor, provided, however, that such endorsement shall not limit, vary, change or affect the protections afforded to Landlord and Net Lessor as additional insureds under the contractual liability endorsement required pursuant to Section 16.02 hereof or the protections afforded to Landlord as loss payee under Section 16.03 hereof and (iv) the addition of Landlord, Landlord’s managing agent, Net Lessor, and Landlord’s designees as additional insureds and the terms of coverage for such additional insureds. If the certificates of insurance provided by Tenant do not evidence the provisions required in the immediately preceding sentence, Tenant shall deliver to Landlord a copy of its insurance policies containing such provisions. For the avoidance of doubt, Landlord being named as an additional insured on Tenant's policies shall not create any liability on Landlord's part for payment of premiums on Tenant's policies.

16.05 Tenant Blanket Policies. Tenant shall have the right to insure and maintain the insurance coverage required by Sections 16.02 and 16.03 hereof under blanket and/or

excess or umbrella insurance policies covering other risks or premises occupied or owned by Tenant so long as such policies comply as to terms and amounts with the insurance provisions set forth in this Lease, provided that (a) with respect to the policies to be carried under Section 16.03, upon request, Tenant shall either (x) deliver to Landlord a certificate of Tenant's insurer evidencing the portion of such blanket insurance allocated exclusively to the Demised Premises (which amount shall comply with the terms of this Lease), or (y) provide evidence reasonably satisfactory to Landlord that the total amount of blanket coverage is commercially reasonable given the portfolio of properties insured thereunder, and (b) with respect to the policies to be carried under Section 16.02, such policies shall contain a provision that the limits of coverage thereunder shall continue to apply irrespective of any other losses under such policy. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by Tenant in compliance with this Article 16 shall not modify, reduce, limit or impair Tenant's obligations and liability under this Lease.

16.06 No Violation of Building Policies. Tenant shall not commit or permit any violation of the public liability or "all risk" property policies covering the Building and/or the fixtures, equipment and property therein carried by Landlord (provided such policies contain terms and conditions that are customary in policies for Comparable Buildings and Tenant is given notification of same by a Routine Notice from Landlord or otherwise), or do or permit anything to be done, or keep or permit anything to be kept, in the Demised Premises, that in case of any of the foregoing (i) would violate or result in termination of any such policies, or (ii) would result in reputable and independent insurance companies refusing to insure the Building or the property of Landlord in amounts reasonably satisfactory to Landlord.

16.07 Premium Increases. If, by reason of (i) Tenant's knowing failure to comply with any term or provision of this Lease, or (ii) any particular manner of use required by Tenant or any Tenant Party in connection with the Demised Premises (other than general office use), in either case, causes the rates for liability or property insurance on the Building or on the property and equipment of Landlord to be higher than they otherwise would be, then Tenant shall reimburse Landlord for the additional insurance premiums thereafter actually paid by Landlord or by the other tenant(s) and subtenant(s) in the Building (to the extent that Landlord has paid for same) that shall have been charged because of the aforesaid reasons, such reimbursement to be made from time to time within twenty (20) days after Landlord's delivery of an invoice therefor.

16.08 Waiver of Liability and Subrogation.

A. Landlord and Tenant, each at its own expense (if any) shall secure and maintain an appropriate clause in, or an endorsement upon, each "all risk" policy obtained by it and covering the Building, the Premises and Tenant's Insurable Property, pursuant to which the respective insurance companies irrevocably waive any and all right to subrogation. Each party hereby releases the other and its partners, members, agents, officers and employees (and in the case of Tenant, all other persons occupying or using the Demised Premises in accordance with the terms of this Lease) with respect to any claim (including a claim for negligence) that it might otherwise have against the other party for loss, damages or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) or otherwise occurring during the term. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its members, partners, officers and employees and, in the case of Tenant, shall also extend to all other persons occupying or using the Demised Premises in accordance with the terms of this Lease, and shall cover all deductibles maintained by each party in its policies irrespective of whether same exceed the amounts permitted hereunder.

B. The release provided for in Section 16.08A shall not be affected in the event either party self-insures, whether or not such self-insurance is permitted under this Lease.

16.09 Landlord's Insurance.

A. Subject to Section 16.09C, 16.09D, and 16.09E hereof, Landlord agrees to maintain in full force and effect from the Execution Date throughout the term "all risk" property insurance, inclusive of fire coverage, in an amount reasonably determined by Landlord insuring the Building including the Building systems, fixtures, equipment and property and the Demised Premises (including Basic Construction, but excluding Tenant's Insurable Property) (such coverage to include boiler and machinery coverage, ordinance and law coverage, and loss of rental income coverage). In addition to the foregoing, so long as TRIA or similar legislation providing for a federal program dealing with insurance for terrorism is in effect, Landlord shall carry such coverage for property damage throughout the term consistent with the TRIA coverage grant. If TRIA or similar legislation is not renewed and no such act is in effect, (i) Landlord shall carry terrorism insurance consistent with the TRIA coverage grant, but if the premium for such terrorism insurance exceeds one hundred fifty (150%) percent of the premium paid for such coverage while the TRIA grant was in effect, Landlord shall only be required to carry the maximum amount of such terrorism insurance available for one hundred fifty (150%) percent of the premium paid for such terrorism insurance during the prior policy period when TRIA was in effect.

B. Subject to Section 16.09C, 16.09D, and 16.09E hereof, Landlord agrees to maintain in full force and effect from the Execution Date and throughout the term, so long as this Lease is in full force and effect, (a) a policy of commercial general liability insurance on ISO Form CG 0001 (12/07) or its then equivalent (which may include (1) commercially reasonable deductibles and (2) exclusions to the extent such exclusions are customary or otherwise commercially reasonable), under which Landlord, Landlord's managing agent (if any) and Net Lessor are the insured, (b) Statutory Workers Compensation Coverage with Employers Liability as required by Legal Requirements, and (c) non-owned and hired cars coverage. Each such policy shall be issued by one or more insurers meeting the Minimum Insurer Standards. Each policy of insurance procured by Landlord shall contain endorsements providing that (i) such policy shall be not be cancelled or amended without at least thirty (30) days' notification to Net Lessor and (ii) Landlord shall be solely responsible for the payment of premiums therefor. As of the Execution Date, the limits of liability of such insurance shall be $25,000,000 per occurrence for commercial general liability insurance. The policies of commercial general liability insurance currently carried by Landlord contain no exclusion for acts of terrorism, and Landlord shall continue to carry policies without such an exclusion for so long as the cost to do so is commercially reasonable.

C. Notwithstanding anything contained in Sections 16.09 A and 16.09B hereof, Landlord shall be permitted to provide all or some of the above-depicted coverages on a retained basis. With respect to Landlord, "retained" means that Landlord has agreed to act in all respects (and be fully liable and responsible as) the insurance company that would otherwise be providing the insurance Landlord is required to have in effect pursuant to the terms of this Lease. Without limiting the generality of the foregoing, it is agreed that Tenant's rights and remedies against Landlord, if Landlord elects to provide the required coverages on a retained or partially-retained basis, shall be not less than the rights and remedies Tenant would have in the event Landlord had effectuated the insurance otherwise required hereunder.

D. With respect to insurance coverage to be maintained by Landlord pursuant to this Section 16.09, the Port Authority Insurance Captive Entity L.L.C., a District of Columbia limited liability company (or any similar entity that complies with the following requirements, the "Port

Authority Captive"), shall be an acceptable insurer for all purposes under this Lease, so long as (i) the policy issued by the Port Authority Captive has (x) a per-occurrence limit of no less than one million dollars ($1,000,000); and (y) a deductible of no greater than that contemplated by the actuarial data approved by the Department of Insurance, Banking and Securities/Risk Bureau located in Washington, D.C., (ii) the Port Authority Captive is not the subject of a bankruptcy or similar insolvency proceeding and (iii) no statement, finding, or decree issued under any Legal Requirement states captive insurers arranged similar to the Port Authority Captive are no longer allowable providers of insurance in the coverage types and amounts required by this Lease. The portion of such insurance that is not reinsured by TRIA shall either be reinsured by an insurance carrier meeting the Minimum Insurer Standards, or shall carry reserves sufficient to sufficiently address any loss covered by the Port Authority Captive. In no instance shall the Port Authority Captive seek to collect any premium, contribution, or other monies from Tenant to fund the exposures of the Port Authority Captive.

E. Notwithstanding anything contained in Section 16.09A above, solely for so long as the Port Authority is a Landlord Party, Landlord shall be permitted to Self-Insure. With respect to Landlord, "Self-Insure" means that (i) Landlord has agreed to act in all respects as (and to be fully liable and responsible as) the insurance company that would otherwise be providing the insurance Landlord is required to have in effect pursuant to the terms of this Lease, (ii) Landlord shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Lease and (iii) all amounts which Landlord pays or is required to pay and all loss or damages resulting from risks for which Landlord has elected to Self-Insure shall be subject to the waiver of subrogation provisions of this Lease and shall not limit Landlord's indemnification obligations set forth in this Lease. Without limiting the generality of the foregoing, it is agreed that Tenant's rights and remedies against Landlord, if Landlord elects to Self-Insure, shall be not less than the rights and remedies Tenant would have in the event Landlord had effectuated the insurance otherwise required hereunder. Landlord shall be deemed to have elected to Self-Insure at any time that the insurance Landlord is required to have in effect under this Lease is not so in effect. In the event the Port Authority is no longer a Landlord Party, Landlord shall immediately lose the right to Self-Insure.

F. Landlord shall have the right to insure and maintain the insurance coverage required by Sections 16.09A and 16.09B hereof under blanket and/or excess or umbrella insurance policies covering other risks or premises owned or leased by Landlord or its affiliates so long as such policies comply as to terms and amounts with the insurance provisions set forth in this Lease. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by Landlord in compliance with this Article 16 shall not modify, reduce, limit or impair Landlord's obligations and liability under this Lease.

G. Nothing contained in this Section 16.09 shall be deemed to limit Landlord's obligations to repair or restore the Building or the Demised Premises under Article 17 or any other provision of this Lease.

ARTICLE 17

DAMAGE BY FIRE OR OTHER CAUSE

17.01 Repairs by Landlord. If the Demised Premises (including all Alterations, Fixtures, personal property, trade fixtures, furniture, furnishings, equipment and other Tenant's Property and Tenant's Work (collectively, "Tenant's Insurable Property")) or the Building (in such a manner that materially interferes with Tenant's use of the Demised Premises or reasonable access thereto) shall be damaged by fire or other cause, the damages (including to Basic Construction) shall be repaired and restored to substantially the same condition as existed prior to the damage by and at

the expense of Landlord (or at the expense of Tenant with respect to any of Tenant's Insurable Property in accordance with the terms of Article 16 and Section 17.06 hereof) and, until the Casualty Rent Abatement Date (but subject to Landlord's right to elect not to restore the same as provided below), Tenant shall receive an abatement of the Rent payable hereunder for all affected portions of the Demised Premises, which shall be apportioned as of the date of the casualty according to the portion of the Demised Premises (or all of the Premises, if the Premises is totally damaged, as the case may be) which is usable by Tenant for the normal conduct of its business, it being agreed that the foregoing abatement shall end with respect to any full floor upon the date on which Tenant shall move into a material portion thereof for the normal conduct of its business. Landlord may deliver full floors to Tenant from time to time as the Limited Casualty Restoration Work with respect thereto shall be substantially completed. The Full Casualty Restoration Work and the Limited Casualty Restoration Work shall include the portions of the Building and the Premises for which Landlord is responsible pursuant to the terms of Article 12 hereof. Landlord shall deliver a Notice to Tenant at least twenty (20) days prior to the date on which Landlord expects that the Full Casualty Restoration Work and the Limited Casualty Restoration Work will each be substantially completed. If such damage occurs following either Delivery Date but prior to the RCD, then (x) Tenant's Rent abatement for the period prior to the RCD shall be tolled as of the date of such casualty and (y) Tenant shall receive an abatement of Rent with respect to the Premises pursuant to the terms of this Article 17, which abatement shall end upon the Casualty Rent Abatement Date hereunder, at which point the balance of Tenant's Rent abatement for the period prior to the RCD shall recommence and the RCD shall be extended accordingly. Notwithstanding anything herein to the contrary, Landlord shall not carry insurance on Tenant's Insurable Property and Tenant agrees that Landlord will not be obligated to repair any damage thereto or to replace the same.

17.02 Tenant's Cancellation Rights.

A. Delivery of Damage Statement. In the event that the Demised Premises or the Building (in such a manner that materially interferes with Tenant's use of the Demised Premises or reasonable access thereto) shall be damaged by fire or casualty, within ninety (90) days after such damage or casualty, Landlord shall deliver to Tenant a statement (hereinafter referred to as the "Damage Statement") prepared by a reputable licensed architect, engineer or contractor having at least ten (10) years of experience in such matters selected by Landlord setting forth such architect's, engineer's or contractor's reasonable estimate as to the time required for Landlord to substantially complete the Full Casualty Restoration Work. The Damage Statement (to the extent applicable) shall set forth the estimated repair periods with respect to groups of one (1) or more damaged floors.

B. Tenant's Initial Right to Terminate. The parties hereto agree that if the estimated repair period with respect to the damaged portion of the Premises extends beyond the date that is twenty four (24) months following the date of such fire or casualty, Tenant as its sole remedy may elect to terminate this Lease in its entirety (the aforementioned date that shall occur twenty four (24) months following the date of such fire or casualty shall each be referred to herein as a "Casualty Termination Date"). Any such Notice by Tenant to Landlord must be delivered not later than thirty (30) days following Tenant's receipt of the Damage Statement, time being of the essence. Notwithstanding the foregoing, Tenant may not elect to terminate this Lease in its entirety pursuant to the foregoing terms if (i) the Damage Statement also provides that such repair work by Landlord may be completed within the required period herein in accordance with a working schedule requiring the performance of all or a portion of such repair work on an overtime basis and (ii) Landlord agrees to perform such repair work in accordance with such working schedule.

C. Tenant's Subsequent Right to Terminate. Notwithstanding the foregoing, if (a) Tenant shall not have exercised such termination right in Section 17.02B hereof (or such right shall

not have been applicable, as the case may be) and (b) the Full Casualty Restoration Work is not substantially completed by Landlord on or prior to the date (the "Termination Date") that is the later of the Casualty Termination Date or the final day of the estimated repair period set forth in the Damage Statement, then Tenant may elect as its sole remedy to terminate this Lease in its entirety, by Notice to Landlord no later than sixty (60) days following the Termination Date, time being of the essence; provided, however, no such right of Tenant to terminate this Lease may be exercised on account of delays resulting from (x) Force Majeure and adjustment of insurance unless and until such delay or delays shall, in the aggregate, exceed six (6) months (provided that Landlord complies with the notice provisions required under the Force Majeure definition set forth in this Lease) and/or (y) Tenant's Delays in accordance with the applicable terms of the Work Letter (provided that Landlord complies with the notice provisions required under the definition of Tenant's Delay set forth in the Work Letter); and provided further, if Tenant shall not elect to so terminate this Lease as set forth above, Tenant shall be entitled to terminate this Lease at any time thereafter on ninety (90) days' Notice if such repair work with respect thereto is not substantially completed by the end of any such ninety (90) day period.

17.03 Landlord's Cancellation Rights. If the Building shall be so damaged (i.e., damage which costs more than twenty five (25%) percent of the replacement cost of the Building to repair) that Landlord shall decide to demolish it or not to rebuild it, then Landlord may, within one hundred twenty (120) days (plus an additional one hundred twenty (120) days, if necessary, for Landlord to complete the adjustment of insurance and to obtain all required consents from any Superior Lessors and/or Superior Mortgagees, in which event Landlord shall deliver a Notice to Tenant stating its need for such additional one hundred twenty (120) day period) after such fire or other casualty, deliver to Tenant a Notice in writing of such decision, and thereupon the term of this Lease shall expire by lapse of time upon the tenth day after such Notice is given, and Tenant shall promptly thereafter vacate the Demised Premises and surrender the same to Landlord. Tenant hereby expressly waives the provision of Section 227 of the Real Property Law and agrees that the foregoing provision of this Article shall govern and control in lieu thereof, this Article being an express agreement.

17.04 Miscellaneous.

A. No Damages/Landlord Repairs. No damage, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building pursuant to the terms of this Article 17. Landlord shall use its reasonable and diligent efforts to effect its repairs promptly and in such a manner as not unreasonably to interfere with Tenant's occupancy (which reasonable efforts shall include coordination with Tenant in scheduling such repairs or restoration but which shall in no event obligate Landlord to pay overtime or other premium rates unless Tenant requests Landlord to incur such overtime costs provided that Tenant shall pay to Landlord, as additional rent, within thirty (30) days after delivery of an invoice therefor, an amount equal to the difference between (x) the overtime or other premium pay rates, including all fringe benefits and other elements of such pay rates, and (y) the regular pay rates for such labor, including all fringe benefits and other elements of such pay rates).

B. Extension of Tenant's Casualty Abatement Period. The parties hereto acknowledge that Tenant's Casualty Abatement Period shall be extended one (1) day for each day that the performance of Tenant's repair work is delayed (without duplication) during such period on account of a Landlord's Delay in accordance with the applicable terms of the Work Letter, provided that Tenant complies with the notice provisions required under the definition of Landlord's Delay set forth in the Work Letter (it being agreed that Tenant's Casualty Abatement Period shall not be extended on account of any delay due to Force Majeure).

C. Advancement of Substantial Completion of Limited Casualty Restoration Work. The parties hereto acknowledge that the date on which the Limited Casualty Restoration Work with respect to the Premises (or with respect to one (1) or more Observation Deck floors thereof, as the case may be) shall be deemed to be substantially completed for the purposes of this Article 17 shall be advanced one (1) day for each day that the performance of the Limited Casualty Restoration Work is delayed on account of a Tenant's Delay in accordance with the applicable terms of the Work Letter, provided that Landlord complies with the notice provisions required under the definition of Tenant's Delay set forth in the Work Letter (it being agreed that the date on which the Limited Casualty Restoration Work shall be deemed to be substantially completed for the purposes of this Article 17 shall not be advanced on account of any delay due to Force Majeure).

17.05 Insurance Proceeds. Notwithstanding anything herein to the contrary, if Landlord or Tenant exercises any right to terminate this Lease following a fire or other casualty in accordance with the terms of this Article 17, (a) any insurance proceeds received by Landlord on account of any damage to the Building (other than Tenant's Insurable Property) shall be the sole property of Landlord and (b) any insurance proceeds received by Tenant on account of any damage to Tenant's Insurable Property shall be the sole property of Landlord; provided however, to the extent such termination occurred prior to the last sixty (60) days of the term of this Lease, Tenant shall be entitled to first receive from such proceeds an amount equal to the unamortized portion of the costs incurred by Tenant in connection with Tenant's Work and any subsequent Alterations to the extent existing in the Demised Premises at the time of the casualty (any Tenant's Work or Alterations removed or replaced prior to the casualty shall be deemed fully amortized and the amortization of any replacement shall commence when the replacement is complete), it being agreed that any such amortization shall be performed on a straight-line basis without interest.

17.06 Access by Tenant. Upon the substantial completion of the Limited Casualty Restoration Work pursuant to this Article 17, Landlord shall provide Tenant and its contractors access to the Premises to perform the repair work to be performed by Tenant hereunder, at such appropriate times and in such appropriate sequence during the progress of the Full Casualty Restoration Work as Landlord and Tenant shall mutually determine, each acting reasonably. Such access and work shall be upon and subject to all of the applicable terms of this Lease. Landlord's contractors shall have full and complete priority with respect to the performance of the Limited Restoration Work.

17.07 Casualty Near End of Term. If more than twenty five (25%) percent of the Demised Premises or a substantial (i.e., more than fifty (50%) percent) portion of the Building shall be damaged by fire or other casualty during the last two (2) years of the term of this Lease, Landlord (provided Landlord has obtained any and all required consents from any Superior Lessors and/or Superior Mortgagees) or Tenant may, upon thirty (30) days' Notice to the other, cancel and terminate this Lease as of the date set forth in such Notice, as if such date were the stated Expiration Date of this Lease and Landlord shall have no duty to repair and/or restore the Demised Premises.

17.08 Arbitration. Any disputes between Landlord and Tenant arising in connection with this Article 17 shall be resolved by arbitration in accordance with the provisions for arbitration set forth in Section 10 of the Work Letter.

ARTICLE 18

CONDEMNATION

18.01 Condemnation or Taking. In the event that the whole of the Demised Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. In the event that only a part of the Demised Premises shall be so condemned or taken, then, effective as of the date of vesting of title, the Fixed Rent and any additional rent hereunder for such part shall be equitably abated and this Lease shall continue as to such part not so taken unless Tenant elects to cancel this Lease pursuant to its rights to do so. In the event that only a part of the Building shall be so condemned or taken, then (a) if, in Landlord's reasonable opinion, substantial structural alteration or reconstruction of the Building shall be necessary or appropriate as a result of such condemnation or taking (whether or not the Demised Premises be affected), Landlord (provided, that Landlord obtains any and all required consents from any Superior Lessors or Superior Mortgagees) or Tenant may (but only if the restoration cannot be completed within eighteen (18) months or such longer period as may be agreed upon by the parties) (subject to delay of up to two (2) months which may arise by reason of Force Majeure) at its option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by delivering Notice to the other in writing of such termination within thirty (30) days following the date on which Landlord shall have received notification of vesting of title (provided, that Landlord may not so terminate this Lease unless it contemporaneously terminates other leases demising one-quarter (1/4) of the Building Office Space), or (b) if neither party elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the rent shall be abated to the extent, if any, hereinbefore provided. In the event the portion of the Demised Premises which is condemned or taken exceeds ten (10%) percent of the Usable Area of the Demised Premises or otherwise materially adversely affects Tenant's use of the balance of the Demised Premises, Tenant shall have the right to cancel this Lease by delivering to Landlord Notice within thirty (30) days of said condemnation or taking unless alternative space is provided by Landlord. In the event that only a part of the Demised Premises shall be so condemned or taken and this Lease and the terms and estate hereby granted are not terminated as hereinbefore provided, Landlord will, at its expense, restore with reasonable diligence the remaining structural portions of the Demised Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

18.02 Termination of this Lease. In the event of termination in any of the cases hereinabove provided, this Lease and the term and estate hereby granted shall expire as of the date thirty (30) days after the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the rent hereunder shall be apportioned as of such date.

18.03 Condemnation Award. In the event of any condemnation or taking hereinabove mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award. Tenant shall have no claim for the value of any unexpired term of this Lease or for any Fixtures, Tenant's Property or Tenant's Insurable Property, all of which shall belong to Landlord.

18.04 Temporary Taking. If the whole or any part of the Premises, or of Tenant's leasehold estate, shall be taken in condemnation proceedings or by any right of eminent

domain for temporary use or occupancy, the foregoing provisions of this Article shall not be applicable and Tenant shall continue to pay the full amount of Fixed Rent and additional rent payable by Tenant hereunder and (except solely to the extent that Tenant may actually be prevented from so doing) Tenant shall continue to perform and observe all of its other obligations under this Lease. In the event of any such temporary taking, Tenant shall be entitled to claim and receive that portion of the award or payment from the condemning authority expressly granted for any such temporary taking of the Premises attributable to any period within the term and for Tenant's Insurable Property. Landlord shall be entitled to receive that portion of the award that is made for any such temporary taking of the Premises attributable to the period after the expiration of the term or that is allocable to the Building and the Premises, including Tenant's Insurable Property. If any such temporary taking terminates prior to the expiration of the term, Tenant at its expense shall restore Tenant's Insurable Property as nearly as possible to its condition prior to the taking.

18.05 Condemnation Near End of Term. If more than twenty five (25%) percent of the Demised Premises or a substantial (i.e., more than fifty (50%) percent) portion of the Building shall be taken in condemnation during the last two (2) years of the term of this Lease, Landlord (provided, that Landlord obtains any and all required consents from any Superior Lessors or Superior Mortgagees) or Tenant may upon thirty (30) days' Notice to the other, cancel and terminate this Lease as of the date set forth in such Notice, as if such date were the stated Expiration Date of this Lease; provided, however, that if Landlord gives the termination Notice, Tenant may by Notice to Landlord extend the termination date for up to one (1) year following the condemnation with respect to such portion of Tenant's Demised Premises as shall not have been so condemned, provided that Landlord shall have no obligation to perform any restoration or repair work in connection with such condemnation.

ARTICLE 19

BANKRUPTCY

19.01 If pursuant to the Bankruptcy Law, Tenant is permitted to assign or otherwise transfer this Lease (whether in whole or in part in disregard of the restrictions contained in this Article and/or Article 8), Tenant agrees that adequate assurance of future performance by the assignee or transferee permitted under the Bankruptcy Law shall mean the deposit of cash security (or a letter of credit) with Landlord in an amount equal to the sum of one year's Fixed Rent then reserved hereunder plus an amount equal to Percentage Rent payable under Article 3 and all additional rent payable under Articles 4 and 7 for the Lease Year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord for the balance of the term as a security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment or transfer (in part or in whole) of this Lease, Landlord shall receive the same percentage of such consideration as it would have received had the assignment or transfer (and the calculation thereunder) been made pursuant to Section 8.01 above.

ARTICLE 20

DEFAULTS AND REMEDIES; WAIVER OF REDEMPTION

20.01 Default by Tenant.

A. In the event of (i), (ii), (iii), (iv) or (v) below, Landlord may serve a ten (10) days' Notice of cancellation of this Lease upon Tenant, and upon the expiration of said ten (10) days, this

Lease and the term hereunder shall end and expire as fully and completely as if the date of expiration of such ten (10) day period were the day herein definitely fixed for the end and expiration of this Lease and the term thereof and Tenant shall then quit and surrender the Demised Premises to Landlord but Tenant shall remain liable as hereinafter provided:

(i) Tenant defaults in fulfilling any of the covenants of this Lease, other than the covenants for the payment of Fixed Rent, Percentage Rent or Additional Rent or any of the other covenants for which a different (or no) notice and/or cure period applies under this Section 20.01A or 20.01B, then, upon Landlord serving a twenty (20) days' Notice upon Tenant specifying the nature of said default, and upon the expiration of said twenty (20) days, if Tenant shall have failed to comply with or remedy such default, or if the said default shall be of such a nature that the same cannot be completely cured or remedied within said twenty (20) day period, and Tenant shall not have diligently commenced curing such default within such twenty (20) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then in order to exercise the remedy set forth above in this Section 20.01A Landlord shall give to Tenant a second Notice in bold type specifying a cure date not less than twenty (20) days from the date of the giving of such second Notice, and Tenant shall have failed to cure or remedy such default by the date set forth in such second Notice (or if such default shall be of a nature that the same cannot be completely cured or remedied within such second twenty (20) day period, and Tenant shall not have diligently commenced curing such default within such twenty (20) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, provided that in no event shall Tenant be entitled to an extension of the initial 20 day cure period for any default in its reporting obligations hereunder; or

(ii) Tenant shall default in the payment of the first payment of the Estimated Tenant's Expense Payment following delivery to Tenant of an Expense Estimate or a Revised Estimate or Tenant's PILOT Payment following delivery to Tenant of a PILOT Statement or a PILOT Estimate Statement (each such first payment, an "Initial Estimated Payment"), or any other payment(s) of Additional Rent (other than Estimated Tenant's Expense Payments, Fixed Expense Payments and Tenant's PILOT Payments) which are in the aggregate equal at least $250,000, for more than thirty (30) days after Notice from Landlord of such default, then in order to exercise the remedy set forth above in this Section 20.01A Landlord shall give to Tenant a second Notice in bold type specifying a cure date not less than thirty (30) days from the date of the giving of such second Notice in which to cure such default, and Tenant shall have failed to cure such default by the date set forth in such second Notice; or

(iii) Tenant shall default in the payment of Fixed Rent, Percentage Rent, Estimated Tenant's Expense Payments, Fixed Expense Payments or Tenant's PILOT Payment (except for Initial Estimated Payments) for more than ten (10) days after Notice from Landlord of such default, then in order to exercise the remedy set forth above in this Section 20.01A Landlord shall give to Tenant a second Notice in bold type specifying a cure date not less than ten (10) days from the date of the giving of such second Notice in which to cure such default, and Tenant shall have failed to cure such default by the date set forth in such second Notice; or

(iv) if Tenant or its affiliates asserts that Tenant or its affiliates owns the Licensed Property and such assertion is not entirely rescinded within fifteen (15) days after Notice from Landlord; or

(v) if Tenant Guarantor defaults under the Tenant Guaranty and fails to cure such default within fifteen (15) days after Landlord delivers notice to Tenant Guarantor and Tenant of such default.

B. In the event Tenant fails to complete any stage of the Tenant's Work and open the entire Demised Premises for business on or before the applicable Outside Date set forth in the schedule attached as Exhibit A-1 (each Outside Date being subject to extension on a day for day basis for each day of Landlord's Delay (as defined in the Work Letter) and/or Force Majeure), Landlord may serve a thirty (30) days' Notice of cancellation of this Lease upon Tenant, and upon the expiration of said thirty (30) days, if such Milestone Condition (as defined in the Work Letter) with respect to such applicable Outside Date has not been achieved, this Lease and the term hereunder shall end and expire as fully and completely as if the date of expiration of such thirty (30) day period were the day herein definitely fixed for the end and expiration of this Lease and the term thereof and Tenant shall then quit and surrender the Demised Premises to Landlord but Tenant shall remain liable as hereinafter provided.

C. If the Notices provided for in Section 20.01A or B hereof shall have been given, and the term shall expire as aforesaid; then Landlord may, without additional notice, dispossess Tenant by summary proceedings or other legal actions or proceedings, and the legal representative of Tenant or other occupant of the Demised Premises and remove their effects and hold the Demised Premises as if this Lease had not been made but Tenant shall remain liable hereunder as hereinafter provided.

20.02 Remedies of Landlord. In the case of any such dispossession by summary proceedings or other legal actions or proceedings, (a) the Fixed Rent, Percentage Rent and additional rent shall become due thereupon and be paid to the time of such dispossession, together with such expenses as Landlord may incur for reasonable attorneys' fees, brokerage, and/or putting the Demised Premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant market concessions or free rent; and/or (c) Tenant or the legal representative of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected or to be collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (after first deducting any market concessions granted in such lease(s) such as free rent and any work allowance and all other costs incurred by Landlord in connection with such lease(s), including brokerage commissions and reasonable attorneys' fees). The failure of Landlord to re-let the Demised Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Any such damages shall be paid in monthly installments by Tenant on the rent days specified in this Lease and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. In lieu thereof, Landlord may immediately accelerate such deficiency for the entire balance of the term assuming that the Demised Premises are relet within a reasonable time given the then market conditions at a market rent for a lease for the balance of the term and giving due consideration for market concessions including free rent, work allowance or other economic terms that would be granted in such a lease and costs incurred by Landlord in connection with such lease (including brokerage commissions and reasonable attorneys' fees), discounted to present value using the average of the published prime interest rate (during the 12-month period immediately prior to such acceleration) upon unsecured loans charged by JPMorgan Chase Bank (or Citibank if JPMorgan Chase Bank shall not then have an announced prime rate) on loans of ninety (90) days. Landlord at Landlord's option may make such alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord in Landlord's reasonable judgment considers advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for

failure to re-let the Demised Premises, or in the event that the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting. Any such action may be an action for the full amount of all rents and damages suffered or to be suffered by Landlord. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for and the right to invoke any remedy at law or in equity which is not inconsistent with the terms of this Lease. Mention in this Lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. The foregoing remedies and rights of Landlord are cumulative. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed in accordance herewith.

ARTICLE 21

COVENANT OF QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that Tenant may peaceably and quietly enjoy the Demised Premises, subject, nevertheless, to the terms and conditions of this Lease and any Non-Disturbance Agreement with any Superior Lessor or Superior Mortgagee.

ARTICLE 22

SURRENDER OF PREMISES

22.01 End of Term. Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Demised Premises in its then "as-is" condition (subject to any obligation of Tenant to repair and restore pursuant to the terms of Section 13.03 hereof and any other repair and restoration obligation expressly set forth herein) and shall remove any Tenant's Property therefrom that has been designated by Landlord, through notice, for removal by Tenant. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Concurrently with the surrender of the Premises, unless waived by Landlord in writing with respect to any portion of Tenant's Property, Tenant shall assign to Landlord or Landlord's designee all of Tenant's Property (including without limitation all personal property, intellectual property and real property related to Tenant's business, any rights in the Trade Name, the Logo (as defined in the License Agreement) any and all trademarks, trade dress, domain names, copyrights or other intellectual property of Tenant, and any and all warranties, licenses and permits relating to any of the foregoing, the Demised Premises or Tenant’s business), and any and all Fixtures, free of any lien or encumbrance, and any right, title or interest of Tenant in Alterations to the Premises. At Landlord's request, Tenant shall execute assignment documents, in form reasonably approved by Landlord, memorializing such transfer of property from Tenant to Landlord, or Landlord's designee.

22.02 Holdover Charges.

A. Subject to the other terms hereof, possession of the entire Demised Premises must be surrendered to Landlord at the expiration or sooner termination of the term hereof. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant timely to surrender possession of the Demised Premises as aforesaid may be substantial, may exceed the amount of annual Fixed Rent and additional rent theretofore payable hereunder and may be impossible accurately to measure. Tenant desires to limit such amounts and wishes to avoid the payment to Landlord of any Consequential Damages if Tenant fails to timely surrender possession of the Demised

Premises. If possession of the entire Demised Premises is not surrendered to Landlord upon the expiration or sooner termination of the term of this Lease, then during the first one hundred eighty (180) days of such holding over, Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in all or any part of the Demised Premises, as liquidated damages for use and occupancy, an amount equal to 200% of the greater of (i) one-twelfth of the sum of the immediately prior Lease Year's total of Fixed Rent, Percentage Rent and additional rent or (ii) the then market rent for the Premises, which amount Tenant agrees to pay to Landlord within twenty (20) days after delivery of an invoice therefor, in full without setoff, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over, nor shall Landlord be precluded by accepting such aggregate sum for use and occupancy from exercising all rights and remedies available to it to obtain possession of the Demised Premises. The parties hereto acknowledge that during the first one hundred eighty (180) days of such holding over, the foregoing charges (a) shall be paid by Tenant to Landlord in lieu of the imposition by Landlord of any Consequential Damages with respect thereto and (b) represent a fair and reasonable estimate of the fair market value for the use and occupancy of the Premises during such period.

B. However, if possession of the entire Demised Premises is not surrendered to Landlord within one hundred eighty (180) days after the expiration or sooner termination of the term of this Lease, then at Landlord’s sole option (and in addition to the above use and occupancy charges paid by Tenant during such period), Tenant shall also be liable to Landlord for all losses and damages, including Consequential Damages, which Landlord may reasonably incur or sustain by reason of such holding over, including damages incurred or sustained by reason of Landlord's inability to timely place a new tenant in possession of the Demised Premises.

C. Notwithstanding anything herein to the contrary, the parties absolutely and unconditionally waive any and all rights to dispute or otherwise adjudicate whether the remedies set forth in Sections 22.02A and 22.02B constitute a penalty or are otherwise unenforceable, such waiver being a material inducement to Landlord to enter into this Lease and to accept the terms of this Lease.

ARTICLE 23

DEFINITION OF LANDLORD

23.01 Subject to the other terms of this Lease, the term "Landlord" wherever used in this Lease shall be limited to, mean and include only the owner or owners at the time in question of the Building or the tenant under the Net Lease affecting the Land and the Building or the Building, to whom this Lease may be assigned, or a mortgagee in possession, so that in the event of any sale, assignment or transfer of the Building, or of Landlord's interest as a lessee under the Net Lease, or of such ground or underlying lease, in each case, to an unrelated third party, such owner, tenant or mortgagee in possession shall thereupon be released and discharged from all covenants, conditions and agreements of Landlord hereunder arising from and after the effective date of such sale, assignment or transfer; but such covenants, conditions and agreements arising from and after the effective date of such sale, assignment or transfer shall be deemed assumed by and binding upon each new owner, tenant or mortgagee in possession for the time being of the Building, until again sold, assigned or transferred.

ARTICLE 24

NOTICES

24.01 Any Notice shall be in writing 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 Tenant at 805 3rd Avenue, 31st Floor, New York, New York 10022, and after occupancy of the Demised Premises for the conduct of business by Tenant, at the Demised Premises, in both cases, Attention: Office of the General Counsel, with a copy to Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, Attention: Chairman, Real Estate Department, 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 Management 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 to it. Any such Notice which is sent by (a) hand or by such 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 one (1) Business Day after the date it shall have been sent by such courier service.

24.02 Notwithstanding anything herein to the contrary, where expressly provided for herein, (a) all routine, nonmaterial communications and correspondence (each a "Routine Notice") to Tenant and notices with respect to all Fixed Rent, Percentage Rent, Tenant's Expense Payment (excluding any Initial Estimated Payment), Fixed Expense Payments and Tenant's PILOT Payment (excluding any Initial Estimated Payment) bills (other than such statements that impose a late charge or act as a default notice under Article 20) may be delivered by (i) ordinary United States mail or any method for delivery under Section 24.01 above to Tenant at 805 3rd Avenue, 31st Floor, New York, New York 10022 prior to occupancy and at the Demised Premises from and after occupancy and (ii) electronic mail to Tenant to Dan Smith at DSmith@Legends.net and John Ruzich at JRuzich@Legends.net or other electronic mail address(es) designated by Tenant from time to time by a Routine Notice and (b) all Routine Notices to Landlord may be delivered by (1) ordinary United States mail or any method for delivery under Section 24.01 above to Landlord at the addresses for Notices to Landlord pursuant to Section 24.01 above and (2) electronic mail (x) with respect to bills and invoices, to an electronic mail address to be furnished to Tenant following the Execution Date and (y) with respect to all other items that may be delivered by electronic mail to Landlord, to an electronic mail address to be furnished to Tenant following the Execution Date, or (in either event) to other electronic mail address(es) designated by Landlord from time to time by a Routine Notice.

24.03 Any Notice given by counsel for Landlord or Tenant (or by the managing agent of Landlord) shall be deemed a valid Notice if addressed and sent in accordance with the provisions of this Article 24.

ARTICLE 25

ARBITRATION

25.01 Applicable Clauses. In any instance where this Lease expressly provides, or the parties otherwise agree, that a dispute with respect to a specific matter may be submitted to arbitration, then either party may submit such dispute for resolution by arbitration in The City of New York in accordance with the Expedited Procedures provisions of the JAMS Comprehensive Arbitration Rules and Procedures, as amended from time to time (collectively, the "JAMS Rules"), except to the extent modified by the terms of this Article; provided, however, that with respect to any such arbitration, (i) except as expressly set forth in Article 31 of this Lease, the arbitrator shall have no right to award damages; (ii) the decision and award of the arbitrator shall be final and conclusive on the parties; (iii) a single arbitrator designated in accordance with the JAMS Rules shall resolve all disputes submitted to arbitration other than disputes under this Lease in which three (3) arbitrators are required pursuant to the express provisions of this Lease; and (iv) with respect to disputes under this Lease in which three (3) arbitrators are required pursuant to the express provisions of this Lease, each party shall, on the date it submits such dispute to arbitration, select and appoint (in its sole and absolute discretion) one arbitrator to act as its designee in accordance with the JAMS Rules and the two party-designated arbitrators shall jointly select the third arbitrator consistent with JAMS Rule 15 (where applicable in this Article 25 to account for an arbitration with three arbitrators instead of one, the term "arbitrator" shall mean the plural "arbitrators"). No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Article. Except with respect to the interpretation and enforcement of the arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of New York (without giving effect to its choice of law principles) in connection with the dispute. If any party fails to appear at a duly scheduled and noticed hearing, the arbitrator is hereby expressly authorized (but not directed) to enter judgment for the appearing party.

25.02 Arbitration Procedures. The arbitrator conducting any arbitration shall be bound by the provisions of this Lease and shall not have the power to add to, subtract from, or otherwise modify such provisions. Landlord and Tenant agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder which shall be binding and conclusive on the parties and shall constitute an "award" by the arbitrator within the meaning of applicable Legal Requirements. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery. Unless the parties agree otherwise in writing, and consistent with the FOI Code, the parties, the arbitrators and JAMS shall treat the proceedings, any related discovery and the decisions of the arbitrators as confidential. Subject to the terms of the immediately preceding sentence, the parties may disclose the existence, content, or results of the arbitration in accordance with the JAMS Rules, applicable professional standards and Legal Requirements. Judgment may be had on the decision and award of the arbitrator so rendered in any court of competent jurisdiction. Each arbitrator shall be a qualified, disinterested and impartial person who shall have had at least ten (10) years' experience in New York City in a calling connected with the matter of the dispute. Landlord and Tenant shall each have the right to appear and be represented by counsel before said arbitrator and to submit such data and memoranda in support of their respective positions in the matter in dispute as may be reasonably necessary or appropriate in the circumstances. Notwithstanding anything herein to the contrary, (x) the arbitrator conducting any arbitration pursuant to the terms of this Article 25 shall be required to determine the successful party in any such arbitration and to select either the amount or item (as the case may be) proposed by

Landlord or the amount or item (as the case may be) proposed by Tenant with respect to each amount or item (as the case may be) that shall be in dispute, based on which amount or item (as the case may be) he (or they, as the case may be) determines is closer to the correct determination thereof (i.e., if there are three (3) disputed items, the arbitrator shall select either the disputed item proposed by Landlord or the disputed item proposed by Tenant with respect to each of such three (3) disputed items, but the arbitrator shall not be obligated to select either all three (3) disputed items proposed by Landlord or all three (3) disputed items proposed by Tenant), (y) in connection with any arbitration proceeding pursuant to the terms of this Article 25, the unsuccessful party in such proceeding shall pay (1) to the successful party all out-of-pocket fees and expenses, including reasonable attorneys' fees, incurred by the successful party in connection with such proceeding and (2) the fees and expenses of the arbitrator conducting any arbitration (it being agreed that if there are multiple disputed items and the arbitrator shall select disputed items proposed by both Landlord and Tenant, the arbitrator may determine the percentage of the fees and expenses of the successful party and the arbitrator to be paid by the unsuccessful party) and (z) Landlord and Tenant agree that, except as expressly set forth in Article 31 of this Lease, (i) the arbitrators may not award or recommend any damages to be paid by either party and (ii) in no event shall either party be liable for, nor be entitled to recover, any damages. Pending a final determination pursuant to such arbitration, Tenant shall pay to Landlord any sum due hereunder in accordance with Landlord's position. In the event it is determined in connection with the resolution of such dispute that Tenant has overpaid any sum, Landlord shall promptly, at Landlord's election, either refund or credit such overpaid amount to Tenant together with interest at the Prime Rate on such overpaid amount, or, if no further Rent is payable under this Lease, Landlord shall promptly refund such overpaid amount (including interest at the Prime Rate) to Tenant. In no event whatsoever shall any determination of invalidity or unenforceability of any term of this Lease be construed as precluding either party from seeking enforcement of, or appropriate remedies with respect to, the other terms, conditions or provisions of this Lease.

25.03 Work Letter. Any dispute between Landlord and Tenant pursuant to the terms of the Work Letter shall be determined in accordance with the terms of Section 10 of the Work Letter.

25.04 Survival. This Article 25 shall survive the expiration or sooner termination of this Lease.

ARTICLE 26

RULES AND REGULATIONS

26.01 Compliance with Rules. Tenant, its servants, employees, agents, visitors and licensees shall comply with the Rules and Regulations. Tenant may furnish copies of the Rules and Regulations (as the same may hereafter be amended as set forth below) to Tenant's contractors, subcontractors and potential contractors and subcontractors. Landlord shall have the right from time to time during the term of this Lease to make reasonable changes in and additions to the Rules and Regulations, and such changes shall be binding upon Tenant upon reasonable prior Routine Notice to Tenant of such changes with the same force and effect as if they were originally attached hereto and incorporated herein.

26.02 Miscellaneous Terms. Any failure by Landlord to enforce any Rules and Regulations now or hereafter in effect, either against Tenant or any other tenant in the Building, shall not constitute a waiver of the enforceability of any such Rules and Regulations. Landlord shall not enforce any of the Rules and Regulations in a manner which would be discriminatory toward Tenant.

In the event of any conflict or discrepancy between the Rules and Regulations and the terms and provisions of this Lease (excluding Exhibits C and N attached hereto), the terms and provisions of this Lease (excluding Exhibits C and N attached hereto) shall control.

ARTICLE 27

BROKER

Each of Landlord and Tenant warrants and represents that it has not dealt with any broker in connection with this transaction. Each of Landlord and Tenant agrees to indemnify, defend, save and hold the other harmless from any claims for fees and commissions and against any liability (including reasonable attorneys' fees and disbursements) arising out of a breach or alleged breach of the foregoing warranty and representation by the indemnifying party. The terms of this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE 28

COMPLIANCE WITH SECURITY HANDBOOK

28.01 By its execution of this Lease, Tenant at its expense agrees to (a) comply with the Information Security Handbook, (b) require all of its employees, consultants and contractors (and any other parties required by the Information Security Handbook) to comply with the Information Security Handbook and the terms of this Article 28 and (c) include in each sublease, and other occupancy agreement an express obligation that all subtenants and other occupants of any portion of the Premises (and all of their employees, consultants, contractors and any other parties required by the Information Security Handbook) must comply with the Information Security Handbook and the terms of this Article 28.

28.02 Tenant and all entities dealing with Tenant (including any contractors and consultants) that have access to information with respect to the Building and/or the World Trade Center shall be obligated, prior to any access thereby to such information, to (i) execute and deliver the Port Authority's then standard form of Non-Disclosure and Confidentiality Agreement and (ii) fully complete a BQQ (background qualification questionnaire). Any individual employed by Tenant or by any entity dealing with Tenant (including any contractors and consultants) that has access to information with respect to the Building and/or the World Trade Center shall be obligated, prior to any access thereby to such information, to (a) execute and deliver the Port Authority's then standard form of Non-Disclosure and Confidentiality Agreement, (b) attend any required training classes regarding the handling of Confidential Information and (c) obtain a SWAC (secure worker access consortium) card, which shall include a background check.

28.03 Notwithstanding anything contrary contained in this Lease or in the Information Security Handbook, Landlord may elect, in its sole and absolute discretion, to restrict access by Tenant and any party dealing with Tenant (including any contractors and consultants) to Confidential and Privileged Information by means of a secure electronic "war room" or by making copies of same available for inspection and review by Tenant and/or such parties dealing with Tenant at Landlord's offices (or at the offices of Landlord's designee) in New York City, in either case in lieu of providing copies of such Confidential and Privileged Information to Tenant and/or such parties dealing with Tenant.

ARTICLE 29

INITIAL CAPITAL INVESTMENT; FUTURE CAPITAL IMPROVEMENTS

29.01 Initial Capital Investment; Schedule to Complete and Open Premises. Tenant shall, subject to and in accordance with the provisions of Article 13 above and the Work Letter, at its sole cost and expense perform, or cause to be performed, all work in excess of the Basic Construction to be performed by Landlord that is required to develop the Demised Premises in accordance with the concepts, layout and scope of work described in the plans attached hereto as Exhibit A, which work is referred to herein and in the Work Letter as "Tenant's Work". Tenant shall complete all of Tenant's Work and opening of the Demised Premises to the public in accordance with this Lease, shall promptly correct any defects or deficiencies in Tenant's Work, and shall make prompt and full payment when due of all hard and soft costs payable in connection therewith. The conceptual plans for the Tenant's Work attached hereto as Exhibit A are for business and design intent only. Tenant shall be responsible for, and Landlord shall have no responsibility concerning, the cost and feasibility of the work shown on such plans, including without limitation with respect to coordination with the Final Basic Building Plans, compliance with Legal Requirements, and acceptability to QAD. Tenant acknowledges that the timely commencement, progress and completion of the Tenant's Work, and the opening for business of the entire Demised Premises, is of great importance to Landlord and the Net Lessor in the development of the Building and the World Trade Center. Tenant shall commence the Tenant's Work promptly following the Effective Date and shall diligently proceed to complete such work and open the Demised Premises for business as quickly as reasonably possible and in all events in accordance with Tenant's Milestone Schedule set forth in Exhibit A-1. In the event that Tenant fails to cause the Tenant's Work to proceed and the Demised Premises to open in accordance with such Tenant's Milestone Schedule, Landlord shall have the remedies set forth in the Work Letter. As of the date hereof, Tenant projects that the Tenant's Work will require an estimated expenditure of approximately Sixty-Two Million Five Hundred Thousand Dollars ($62,500,000). The Tenant's Work will include designing, constructing, modifying, installing and testing the improvements constructed within the Demised Premises. Tenant agrees that it may be difficult to ascertain the amount of damages suffered by Landlord and the Net Lessor from any failure of Tenant to meet Tenant's Milestone Schedule for the Tenant's Work contained in the Work Letter and opening of the entire Demised Premises, and that the liquidated damage amounts set forth in the Work Letter are a fair and reasonable estimate of such damages.

29.02 Sky Portal. The parties acknowledge that the conceptual plans for the Observation Deck include a so called "sky portal" experience which optimally requires direct video feeds from cameras located outside of the Building at or about the level of the Observation Deck floors (the "Outside Cameras"). The parties acknowledge that any Outside Camera (and feeds to such cameras) may not penetrate the curtain wall. In addition, such Outside Cameras may not be approved by Landlord as part of Tenant's Work due to concerns relating to icing concerns, interference with window washing equipment, inability to locate the Outside Cameras on the outside of the Building, security concerns or otherwise and QAD may not approve installation of such Outside Cameras. In the event that the Outside Cameras are not included in Tenant's Work and Tenant does not develop an alternative method of providing the "sky portal" experience, then Tenant will develop, for Landlord's approval (not to be unreasonably withheld, conditioned or delayed), a substitute for the "sky portal" concept that is a dynamic interactive entertainment element, that is unique to the Demised Premises, that is not found at any other observation deck at the time the Demised Premises are opened to the public, and that is of the same or better caliber as the "sky portal" concept. Once approved by Landlord, such alternative concept will be deemed part of the conceptual plans and the Tenant Business Plan, and shall be deemed to be listed as a unique element on Exhibit GG, all in substitution of the "sky portal" concept. At least one (1) month prior to the time Tenant submits Tenant's Design

Development Plans to Landlord for Landlord's approval in accordance with Exhibit J, Tenant shall demonstrate to Landlord's reasonable satisfaction that the "sky portal" concept is feasible or demonstrate that Tenant has developed a feasible alternative as described above that is reasonably acceptable to Landlord.

29.03 Payment for Observation Deck Work. Tenant shall reimburse the Port Authority or Landlord on a monthly basis for the Observation Deck Reimbursable Expenses. As used herein, "Observation Deck Reimbursable Expenses" are expenses incurred by Landlord or the Port Authority from time to time in connection with such parties' designing, constructing, modifying, installing, testing, or otherwise incorporating additional structural supports into the Building for the development of the Demised Premises and other areas to be modified, operated, maintained or repaired by Tenant pursuant to this Lease (collectively, the "Observation Deck Work"). During the period commencing with any Observation Deck Work, Landlord or the Port Authority shall submit statements (not more often than monthly) by Notice to Tenant for Observation Deck Reimbursable Expenses due and payable to the Landlord or Port Authority, including reasonable documentation of claimed Observation Deck Reimbursable Expenses, and payment of such statements shall be made by Tenant as requested in such statement within thirty (30) days thereafter (each a "Statement Payment Date"). If Tenant reasonably requests additional documentation with regard to claimed Observation Deck Reimbursable Expenses within ten (10) days after receipt of a statement (each request, to the extent timely made and reasonably requested, a "Required Additional Reasonable Documentation"), Landlord or the Port Authority shall provide the Required Additional Reasonable Documentation to Tenant before the later to occur of (i) forty (40) days after receipt of the applicable statement or (ii) ten (10) days following such request (the "RARD Outside Date"). To the extent that Landlord or the Port Authority fails to provide the Required Additional Reasonable Documentation to Tenant on or prior to the RARD Outside Date, then the Statement Payment Date shall be deemed extended on a day-for-day basis until the Required Additional Reasonable Documentation is received by Tenant. Notwithstanding the foregoing, in all cases all invoiced amounts as to which Tenant does not request Required Additional Reasonable Documentation shall be due and payable on or prior to the applicable Statement Payment Date. All amounts due to Landlord or the Port Authority pursuant to this Section 29.03 shall bear interest at the annual rate of seven and one-half percent (7.5%), compounded annually, from the Statement Payment Date (as the same may be extended pursuant to the foregoing) and payable through the date payment is actually made.

29.04 Capital Budget; Future Capital Improvements. Commencing with the first calendar year following the RCD, Tenant will annually, on or before January 31, prepare and obtain Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, so long as such plan and budget provide for necessary capital repairs and replacements together with upgrades and improvements to the Demised Premises in order to meet or exceed the Premier Facility Standard and provide an updated visitor experience in accordance with the Premier Facility Standard during the Term, a five-year capital plan and budget (as approved, the "Capital Budget") which will include specific descriptions and dates for projected capital expenditures for Future Capital Improvements. The capital plan and budget shall be accompanied by sufficient information for Landlord to reasonably understand the scope of the capital repairs, replacements, upgrades and improvements and how such repairs, replacements, upgrades and improvements will be funded by Tenant. Tenant shall make the repairs, replacements, improvements and upgrades to the Demised Premises as and when described in the Capital Budget. Tenant shall establish a segregated capital reserve account for the purpose of funding such repairs, replacements, upgrades and improvements as are set forth in the approved Capital Budget and otherwise in accordance with this Lease. Within ten (10) days following the end of each calendar month, Tenant shall fund into such capital reserve account an amount equal to two percent (2%) of Gross Sales for such prior calendar month and the funds in the capital reserve account may only be used in accordance with the Capital

Budget. At least quarterly Tenant shall provide a statement to Landlord, accompanied by copies of bank statements and other reasonable back-up documentation showing deposits to and all withdrawals from the capital reserve account. Upon the expiration or earlier termination of this Lease, Tenant shall deliver all amounts in the capital reserve account to Landlord. Landlord shall be granted a perfected first priority security interest in the capital reserve account pursuant to documentation reasonably satisfactory to Landlord. Landlord shall cooperate with Tenant to allow the capital reserve account to be held by a Leasehold Mortgagee, provided that the funds in such account may be used only in accordance with this Section 29.04 and shall continue to be available notwithstanding any loan default or foreclosure.

ARTICLE 30

WINDOW CLEANING

30.01 Tenant will not clean any window in the Premises in violation of the terms of Section 202 of the New York Labor Law or any successor statute thereto.

ARTICLE 31

CONSENTS

31.01 Tenant hereby waives any claim against Landlord which it may have based upon any assertion that Landlord has unreasonably withheld or unreasonably delayed any such consent or approval, and Tenant agrees that its sole remedy shall be an action or proceeding to enforce any such provision (including by arbitration pursuant to Article 25 hereof or the applicable terms of the Work Letter) or for specific performance, injunction or declaratory judgment. In the event of a determination favorable to Tenant, the requested consent or approval shall be deemed to have been granted; however, Landlord shall have no personal or other liability to Tenant for its refusal to give such consent or approval. The sole remedy for either party's unreasonably withholding or delaying of consent or approval shall be as set forth in this Section; provided, however, that if it shall be finally determined by arbitration that Landlord or Tenant acted in bad faith or failed to comply with any final decision of any arbitration proceedings pursuant to the terms of this Lease, then the limitation on damages and remedies provided for in this Section 31.01 shall have no further application with respect to such act.

ARTICLE 32

MISCELLANEOUS

32.01 Tenant shall not move any safe, heavy equipment or bulky matter in or out of the Building without Landlord's written consent, which consent shall not be unreasonably withheld or delayed. If the movement of such items is required to be done by persons holding a Master's Rigger's License, then all such work shall be done in full compliance with the Administrative Code of the City of New York, the Port Authority Manual and other municipal requirements. All of such movements shall be made during hours which will minimize interference with the normal operations of the Building. All damage caused by such movement shall be promptly repaired by Tenant at Tenant's expense. Subject to applicable Legal Requirements and Exhibit C attached hereto, Tenant shall not place a load upon any portion of the Building which exceeds the load which such portion of the Building was designed to carry (which maximum load shall be determined by Landlord's Engineer in its sole and absolute discretion).

32.02 Subject to the terms of Section 5.03 of this Lease, business machines and mechanical equipment belonging to Tenant, Landlord or other tenants of the Building which may cause noise, vibration or any other nuisance that may be transmitted to other portions of the Building to such a degree as to interfere with the use or enjoyment by Tenant or other tenants of their premises or the public portions of the Building or which adversely affect the Building's structure, shall be placed and maintained by the party owning such machines and/or equipment at such party's cost and expense, in settings of cork, rubber or spring type vibration eliminators sufficient to eliminate any such noise or vibration. Notwithstanding anything herein to the contrary, Landlord shall include in its other leases with respect to any portion of the Building a clause substantially similar to the terms of the prior sentence.

32.03 In the event that an excavation or any construction should be made for building or other purposes upon land adjacent to the Building, or should be authorized to be made, Tenant shall, upon reasonable prior Routine Notice, if necessary, afford to the person or persons causing or authorized to cause such excavation or construction or other purpose, the right, in a manner so as to avoid interference with Tenant's business, to enter upon the Demised Premises for the purpose of doing such work as shall reasonably be necessary to protect or preserve the wall or walls of the Building, or the Building, from injury or damage and to support them by proper foundations, pinning and/or underpinning, or otherwise.

32.04 Each of Landlord and Tenant waives the right to trial by jury in any summary proceeding that may hereafter be instituted against such party and any other action that may be brought hereunder, provided such waiver is not prohibited by law. Tenant shall not interpose any counterclaim in any summary proceeding, except for compulsory counterclaims.

32.05 If Landlord or Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant shall pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability and expense, including reasonable attorneys' fees and court costs incurred by it in connection with such litigation. The terms of this Section shall survive the expiration or sooner termination of this Lease.

32.06 The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or, as applicable, any of the Rules and Regulations attached hereto or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agent shall not operate as a termination of this Lease or a surrender of the Demised Premises. The receipt or acceptance by Landlord, or payment by Tenant, of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver shall be in writing and signed by such party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent required to be paid shall be deemed to be other than on account of the earliest such rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

32.07 This Lease with its exhibits, schedules and annexes (and all guaranties, and other documents being executed by the parties or their guarantors in connection with this Lease) contain the entire agreement between Landlord and Tenant and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is signed by the parties hereto. This Lease may not be orally waived, terminated, changed or modified. This Lease 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.

32.08 A. The captions of Articles and Sections in this Lease and its Table of Contents are inserted only as a convenience and for reference and they in no way define, limit or describe the scope of this Lease or the intent of any provision thereof. References to Articles and Sections are to those in this Lease unless otherwise noted. Except for a reference to a specific clause thereof, each reference in this Lease to "this Lease" shall be deemed to include this Lease and all exhibits thereto, including the Work Letter.

B. No credit, refund, offset, or abatement of rent shall be granted in respect of any service provided or available to Tenant as provided in this Lease which is not desired or utilized by Tenant.

32.09 If any term, covenant, condition, provision or clause (collectively referred to as "terms and conditions" in this "representation of severability/enforcement of remedies" provision) of this Lease or the application thereof to any circumstance or to any person, firm or corporation shall be deemed by a competent tribunal to be invalid or unenforceable to any extent, the remaining terms and conditions of this Lease or the application thereof to any circumstances or to any person, firm or corporation other than those as to which any terms and conditions is held invalid or unenforceable, shall not be affected thereby and each remaining terms and conditions and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, in no event whatsoever, shall any such determination of invalidity or unenforceability by a competent tribunal be construed as precluding either party from seeking enforcement of, or appropriate remedies with respect to, the other terms and conditions or provisions of this Lease.

32.10 No vault or cellar or sub-cellar space not within the property line of the Building is leased hereunder, anything to the contrary indicated elsewhere in this Lease notwithstanding. Any vault or cellar space not within the property line of the Building, which Tenant may be permitted to use or occupy, shall be used or occupied under revocable license and if the amount of such space be diminished or required by any Governmental Authority having jurisdiction, Landlord shall not be subject to any liability nor shall Tenant be entitled to abatement of rent (except to the extent Tenant is paying rent for the same), nor shall such diminution or abatement be deemed a constructive or actual eviction. Any fee or license charge or tax of municipal authorities for such vault or cellar space shall be paid by Tenant to Landlord as additional rent within thirty (30) days after delivery by Notice of an invoice therefor. If such fee, tax or charge shall be for vault or cellar space greater in area than that occupied by Tenant, the charge to Tenant shall be pro-rated. Tenant shall have no obligation to pay the expenses imposed under this Section 32.10 to the extent that such expenses have been charged to Tenant under another Section of this Lease or are included in the PILOT Rate or Taxes.

32.11 Each of the schedules and exhibits appended to this Lease is incorporated by reference herein as if set out in full herein. If, and to the extent that, any of the provisions of this Lease conflict, or are otherwise inconsistent, with any of the schedules and exhibits appended to this

Lease, then whether or not such inconsistency is expressly noted in this Lease, the provision of this Lease shall prevail; notwithstanding the foregoing, if, and to the extent that, any of the provisions of this Lease conflict, or are otherwise inconsistent, with Exhibit J, then whether or not such inconsistency is expressly noted in this Lease, the provision of Exhibit J shall prevail. The term "including" when used herein shall mean "including, without limitation."

32.12 The parties agree that (i) whenever this Lease shall provide that Landlord or Tenant shall pay the out-of-pocket costs of the other party, such out-of-pocket costs shall be commercially reasonable, (ii) whenever a party requests reimbursement for its out-of-pocket costs, upon request of the other party, such party shall deliver to the requesting party bills, receipts, invoices or other documentation reasonably evidencing such costs, and (iii) in the event such documentation is not so delivered with five (5) days after request thereof, the time periods set forth herein with respect to any such payments shall be tolled until five (5) days after delivery to the requesting party of such documentation. If any clause in this Lease providing for the payment by Tenant to Landlord of any additional rent shall not state a time period upon which such payment shall be due to Landlord, such payment shall be payable by Tenant to Landlord within twenty (20) days after delivery of an invoice therefor by the appropriate method. Tenant hereby acknowledges that (a) the amount of the markup imposed as part of Landlord's Cost (including in connection with any unrelated third party approved or selected by Landlord in accordance with the applicable terms of this Lease) and the amounts listed on Exhibit BB annexed hereto are deemed to be commercially reasonable and (b) the amount charged to Landlord by any unrelated third party selected by Landlord in accordance with the applicable terms of this Lease (including any sole source contractor designated by Landlord pursuant to the terms of Section 13.04F hereof) is deemed to be commercially reasonable.

32.13 Landlord and Tenant each represent and warrant to the other that, except as hereinafter provided in this Section 32.13 and Section 32.15 hereof, (a) this Lease (i) has been duly authorized, executed and delivered by such party and (ii) constitutes the legal, valid and binding obligation of such party and (b) the execution and delivery of this Lease 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. Tenant represents and warrants to Landlord that the Ownership Chart attached as Exhibit FF annexed hereto is a true, correct, and complete description of the direct and indirect ownership of Tenant. Notwithstanding the first (1st) sentence of this Section 32.13, Landlord and Tenant acknowledge that Landlord's representations and warranties provided in the first (1st) sentence of this Section 32.13 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 Lease and this Lease 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, (x) this Lease shall automatically terminate ab initio and (y) this Lease shall be null and void and neither party shall have any obligations or liability hereunder. Promptly following the satisfaction of the requirements of the Gubernatorial Review Legislation without the occurrence of a gubernatorial veto (or the occurrence of a gubernatorial veto pursuant to the Gubernatorial Review Legislation, as the case may be), Landlord shall deliver a Notice to Tenant with respect thereto. "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).

32.14 Smoking shall be prohibited at all times within the Premises. This policy shall apply to all employees, officers, clients, contractors and visitors of Tenant in the Premises and shall cover all common work areas, conference and meeting rooms, private offices, elevators, hallways, employee lounges, stairways, rest rooms, locker rooms, shops, stockrooms, and other areas within the Premises not specifically listed above. Tenant acknowledges that smoking is prohibited in the public areas of the Building and that designated exterior smoking areas (if any) will be adequately signed and located at least twenty-five (25) feet from all entries to the Building and outdoor air intakes.

32.15 Notwithstanding anything herein to the contrary, it is to be strictly understood and agreed that (X) the submission by Landlord to Tenant of any drafts of this Lease or any correspondence with respect thereto shall (i) be deemed submission solely for Tenant's consideration and not for acceptance and execution, (ii) have no binding force or effect, (iii) not constitute an option for the leasing of the Premises or a lease or conveyance of the Premises by Landlord to Tenant and (iv) not confer upon Tenant or any other party any title or estate in the Premises, (Y) the terms and conditions of this Lease shall not be binding upon either party hereto in any way unless and until (a) it is unconditionally executed and delivered by both parties in their respective sole and absolute discretion, (b) any Non-Disturbance Agreements required on the commencement of this Lease have been executed and delivered by all required parties (unless waived by Tenant after the outside date for the delivery of any such Non-Disturbance Agreement) and (c) all other conditions precedent to the effectiveness thereof shall have been fulfilled or waived, and (Z) if this Lease and other agreements are not so executed and delivered for any reason whatsoever (including either party's willful or other refusal to do so or bad faith), neither Landlord nor Tenant shall be liable to the other with respect to this Lease on account of any written or parol representations or negotiations, or drafts, comments or correspondence between the parties or their respective agents or representatives on any legal or equitable theory (including part performance, promissory estoppel, undue enrichment, fraud, breach of good faith negotiation obligation or otherwise).

32.16 Whenever this Lease shall provide that a consent shall not be unreasonably withheld or delayed, such consent shall also not be unreasonably conditioned.

32.17 Confidentiality.

A. Subject to the terms of applicable Legal Requirements, including the FOI Code, neither Landlord nor Tenant nor any of any their respective employees, representatives, agents or consultants shall publicize, advertise or otherwise disclose any of the economic terms (including Fixed Rent or other Rent payable hereunder) nor any of the material terms of this Lease which are not otherwise in the public domain without the prior written consent of the other party except to the extent such disclosure of such information is required to be made (a) to any actual or prospective purchasers, mortgagees, overlessors, assignees or subtenants (or any of their respective employees, representatives, agents or consultants), (b) by Legal Requirements, (c) in any arbitration or litigation between the parties, (d) to any Governmental Authority providing to Landlord and/or Tenant business incentives, or to any Governmental Authority which is a party to an agreement pursuant to which such business incentives are being provided to Tenant, (e) to the partners, members, directors and officers of Landlord and Tenant, as well as such parties' legal counsel and accountants who need to know such information for the purpose of complying with the terms and conditions hereof or (f) in Landlord's or Tenant's financial statements as shall be required by GAAP. The terms of this Section shall survive the expiration or sooner termination of this Lease and shall be subject to the terms of Section 28.03 hereof and the Work Letter.

B. Each party acknowledges that the terms of this Lease as well as certain information furnished by the parties to each other in connection with this Lease may contain trade secrets or other proprietary information (the terms of this Lease together with all such information collectively, "Secure Information"). Subject to applicable Legal Requirements, including the FOI Code, each party will maintain the confidentiality of all Secure Information, and all other non-public information of any form provided by the other party pursuant to the terms of this Lease and which is/are not otherwise in the public domain; provided, however, that the foregoing shall not restrict either party from making any disclosure of such information (on a need-to-know basis only) to either party's executive officers or senior staff, and legal and financial advisors, and/or to comply with any applicable Legal Requirements, provided, that each party shall in each case inform the party to which such disclosure is made that such information is confidential, inform such party of the confidentiality provisions of this Lease and obtain a written undertaking from such party to keep such information confidential in accordance with such confidentiality provisions. In the event that either party is requested by subpoena, court order or other similar process to disclose such information or if either party receives any freedom of information request under the FOI Code seeking disclosure of the materials described in this Section 32.17B, the party receiving such request (the "Disclosing Party") shall promptly, but in all cases prior to complying with such subpoena, court order or similar process or freedom of information request, provide the other party (the "Other Party") with Notice of such request, including a description of the documents or information requested thereby, and to the extent that the Other Party determines that the requested documents or information contain trade secrets or other proprietary information, then the Other Party shall provide to the Disclosing Party within ten (10) Business Days of Notice a letter setting forth which documents or information it seeks to have withheld and the basis for its determination. If, after reviewing such request, the Disclosing Party determines that it must disclose or cause its agents or representatives to disclose any such requested documents or information, it shall promptly deliver Notice to the Other Party of such determination prior to disclosure and the Other Party shall have an additional ten (10) Business Days to seek relief from a court of competent jurisdiction preventing such disclosure. The Disclosing Party shall not release or share such documents or information until after said additional ten (10) Business Day period and during the pendency of such litigation except to the extent required or directed to do so by a court of competent jurisdiction.

32.18 No Individual Liability. A. No partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents and representatives of Landlord, nor the Port Authority, nor any commissioner, officer, employee, contractor, licensee, agent or representative thereof, shall be charged personally by Tenant with any liability or be held liable under any term or provision of this Lease or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

B. Except as otherwise expressly provide in the Tenant Guaranty (insofar as it relates to the Tenant Guarantor), no partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents and representatives of Tenant, shall be charged personally by Landlord with any liability or be held liable under any term or provision of this Lease or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

32.19 Trademarks and Merchandise Sales.

A. Except as may be provided in the License Agreement or otherwise expressly approved of in writing by the Landlord or the Port Authority, Tenant may not for any purpose or in any manner whatsoever, use (i) the Building name, the designations "World Trade Center," "WTC," or "Port Authority," or any other mark or name owned by the Landlord, Port Authority or any of their Affiliates,

or anything confusingly similar to any one of the above; (ii) depictions (whether by photograph, drawing, model, rendering, architectural plans, etc.) of any Port Authority facilities, Demised Premises, the Building or the World Trade Center, or any portion thereof or any view therefrom; or (iii) any other indicia of the Landlord, Port Authority or any of their Affiliates, the Building, the World Trade Center or the Demised Premises. The execution of this Lease and the occupation of the Premises does not grant Tenant any rights in any of the foregoing names, designations, marks, names, depictions and indicia.

B. As set forth more fully in Section 5.13 and in the License Agreement, and subject to the execution and terms thereof, Tenant acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Landlord. Except as may be provided in the License Agreement or otherwise expressly approved of in writing by the Landlord or the Port Authority, Tenant agrees that no merchandise, (i) bearing, exploiting, displaying or incorporating the Marks, the Building name, the designations "World Trade Center," "WTC," or "Port Authority," any other mark or name owned by the Landlord, Port Authority or any of their Affiliates, or anything confusingly similar to any one of the above; (ii) depicting (whether by photograph, drawing, model, rendering, architectural plans, etc.) any Port Authority facilities, Demised Premises, the Building or the World Trade Center, or any portion thereof or any view therefrom; or (iii) any other indicia of the Landlord, Port Authority or any of their Affiliates, the Building, the World Trade Center or the Demised Premises, shall be sold or displayed by Tenant or any Affiliate of Tenant unless expressly provided for in the License Agreement and then only in compliance with the terms therein.

32.20 Tenant's OFAC Compliance.

A. Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the OFAC List, and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by Legal Requirements or that this Lease is in violation of Legal Requirements, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by Legal Requirement or Tenant is in violation of Legal Requirements.

B. Tenant covenants and agrees (a) to comply with all requirements of Legal Requirements relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, now or hereafter in effect, (b) to immediately deliver Notice to Landlord in writing if any of the representations, warranties or covenants set forth in this Section or the preceding Section are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under this Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

C. Tenant hereby acknowledges and agrees that Tenant's inclusion on the OFAC List at any time during the term shall be a material default (as to which no notice or cure period is applicable) hereunder. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the OFAC List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default (as to which no notice or cure period is applicable) hereunder.

32.21 Landlord's OFAC Compliance.

A. Landlord represents and warrants that (a) Landlord and each person or entity owning an interest in Landlord is (i) not currently identified on the OFAC List, and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, (b) none of the funds or other assets of Landlord constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, (c) no Embargoed Person has any interest of any nature whatsoever in Landlord (whether directly or indirectly), (d) none of the funds of Landlord have been derived from any unlawful activity with the result that the investment in Landlord is prohibited by Legal Requirements or that this Lease is in violation of Legal Requirements, and (e) Landlord has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

B. Landlord covenants and agrees (a) to comply with all requirements of Legal Requirements relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, now or hereafter in effect, (b) to immediately deliver Notice to Tenant in writing if any of the representations, warranties or covenants set forth in this Section or the preceding Section are no longer true or have been breached or if Landlord has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Tenant under this Lease and (d) at the request of Tenant, to provide such information as may be requested by Tenant to determine Landlord's compliance with the terms hereof.

C. Landlord hereby acknowledges and agrees that Landlord's inclusion on the OFAC List at any time during the term shall be a material default (as to which no notice or cure period is applicable) hereunder. Notwithstanding anything herein to the contrary, Landlord shall not permit the Building or any portion thereof to be used or occupied by any person or entity on the OFAC List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Building by any such person or entity shall be a material default (as to which no notice or cure period is applicable) hereunder.

32.22 Net Lease and REOA.

A. Landlord hereby represents and warrants to Tenant that neither the Net Lease nor the REOA shall affect either Tenant's rights and obligations under this Lease or Landlord's obligations to Tenant under this Lease. In the event of any conflict or discrepancy between the Net Lease and/or the REOA and the terms and provisions of this Lease, the terms and provisions of this Lease shall control. Simultaneously with Landlord's execution hereof, Landlord shall deliver to Tenant a duly executed and notarized Non-Disturbance Agreement from Net Lessor in the form of Exhibit G attached hereto, it being understood that Tenant shall have the right to record such document in the Office of the City Register of the City of New York.

B. Landlord agrees that it shall not modify the Net Lease in such a manner as to adversely affect Tenant's rights and obligations under this Lease or to have an adverse monetary effect on Tenant. Landlord agrees that it shall not modify the REOA in such a manner as to adversely affect Tenant's rights and obligations under this Lease or increase the costs and expenses payable by Tenant in a manner inconsistent with this Lease, except to the extent that Tenant is compensated therefor. Landlord hereby represents and warrants to Tenant that as of the date hereof (i) Landlord has delivered to Tenant true, accurate and complete copies of the Net Lease (other than certain economic terms thereof that have been redacted) and the REOA, (ii) both the Net Lease and the REOA are in full force and effect and have not been modified or amended, (iii) no default exists and no condition or event exists which, after notice or lapse of time, or both, would constitute a default under the Net Lease and/or the REOA, and (iv) any and all consents required under each of the Net Lease and the REOA in connection with the execution and delivery of this Lease have been obtained.

32.23 No Liability. Reference to Landlord having "no liability to Tenant" or being "without liability to Tenant" or terms of similar import shall mean that Tenant is not entitled to terminate this Lease, or to claim actual or constructive eviction, partial or total, or to receive any abatement or diminution of rent, or to be relieved in any manner of any of its other obligations hereunder, or to be compensated for loss or injury suffered, or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant's use or occupancy of the Premises.

ARTICLE 33

SUCCESSORS AND ASSIGNS

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and, except as otherwise provided herein, their assigns. The Port Authority and, if different the Net Lessor, shall have the right as third-party beneficiaries to enforce the obligations of Tenant hereunder that are for their benefit.

ARTICLE 34

HAZARDOUS MATERIALS

34.01 Representations by Landlord**.** Landlord represents and warrants to Tenant that as of the Execution Date, Landlord has not received any notification of (and Landlord has no actual knowledge of) any violation of Environmental Laws at or in connection with the Land, the Building or the Demised Premises.

34.02 Removal of Hazardous Materials. Neither Landlord nor Tenant shall cause or permit Hazardous Materials to be used, transported, stored, released, handled, produced or installed in, on or from, the Demised Premises or the Building. The term "Hazardous Materials" shall, for the purposes hereof, mean any flammable, explosive or radioactive materials; hazardous wastes; hazardous and toxic substances or related materials; mold; asbestos or any material containing asbestos; and any other waste, substance or material regulated under any federal, state or local law, ordinance, rule or regulation covering pollution or protection of the environment or human health and safety, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing (collectively, "Environmental Laws").

Notwithstanding the foregoing, the restriction in the first sentence of this Section 34.02 shall not be deemed to be a restriction on materials and supplies typically and lawfully used in connection with the performance of Alterations of the type being undertaken by Tenant as part of Tenant's Work, and by Landlord as part of Basic Construction, and the operation and maintenance of public facilities for uses similar to the Observation Deck Uses, including Tenant's routine operations (provided the same are used, handled and stored in accordance with all applicable Environmental Laws). In the event of a breach of the provisions of this Article 34, the non-breaching party shall, in addition to all of its rights and remedies under this Lease and pursuant to Legal Requirements, require the other to remove any such Hazardous Materials from the Demised Premises or the Building in the manner prescribed for such removal by applicable Legal Requirements. In the event any Hazardous Materials (which the parties acknowledge includes asbestos containing material) which were not brought or introduced into the Building by Tenant are found in the Building, the Demised Premises or at, on or under the Land, (i) Landlord shall promptly remove such Hazardous Materials at Landlord's sole cost and expense and (ii) Tenant shall receive a proportionate abatement of Fixed Rent and additional rent with respect to any portion of the Demised Premises which Tenant is unable to use and vacates because of the existence of such Hazardous Materials in the Building from the date Tenant vacates such space until the substantial completion of Landlord's removal work. Solely with respect to any material(s) present in any portion of the Premises upon the date of delivery of possession thereof to Tenant, which material(s) was in compliance with applicable Legal Requirements at the time of its introduction into the Premises but is later required by applicable Legal Requirements to be removed, including (a) on account of compliance with any Legal Requirement (regardless of the date of enactment thereof) in connection with the performance of any Alteration by or on behalf of Tenant or (b) due to the identification of such material(s) as a Hazardous Material pursuant to a Legal Requirement enacted after the date of delivery of possession thereof (or by an amendment enacted after the date of delivery of possession thereof to a Legal Requirement enacted prior to the date of delivery of possession thereof to the extent required by such amendment), Tenant at its expense shall be responsible for the removal thereof from the Premises upon and subject to the applicable terms of this Lease and this Article 34.

34.03 Arbitration. Either party may submit disputes arising under this Article 34 to arbitration in accordance with the terms of Article 25 hereof.

34.04 Survival. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

ARTICLE 35

SHAFT SPACE

35.01 Landlord shall make available the following for Tenant's use at Tenant's sole expense upon and subject to the applicable terms of this Lease and all applicable Legal Requirements: (a) conduits and sleeve equivalents to run inter-floor telecommunications wiring upon and subject to the terms of Section 6.01N hereof, (b) shaft space and a pathway in a location reasonably designated by Landlord for the connection of utilities from Landlord's designated point of connection to the Tenant's Special Equipment; and (c) a gas interconnection conduit in connection with the furnishing of gas service to Tenant upon and subject to the terms of Section 6.01P hereof. If Landlord shall incur any costs to create the pathways referred to in clause (b) above, Tenant shall be responsible as additional rent for the payment of Landlord's Cost therefor.

35.02 Landlord shall, upon request, provide Tenant access to any telephone closets controlled by Landlord on each floor of the Demised Premises; provided, however, Tenant

shall only have access to such telephone closets at reasonable times following delivery of reasonable Notice to Landlord.

35.03 At Tenant's request, Landlord shall take all reasonable steps (at Tenant's expense equal to Landlord's Cost therefor) to allow any wired telecommunications service provider to provide service to the Building for Tenant's operations. Tenant shall utilize any shaft space provided to Tenant in a reasonably efficient manner as shown on approved plans (and subject to Landlord's on-site review thereof and on-site direction with respect thereto at Tenant's expense equal to Landlord's Cost therefor). Notwithstanding anything to the contrary contained herein, Tenant may not use any telecommunications service provider which has been excluded by the Port Authority from the World Trade Center on a site-wide basis based on the Port Authority's standard protocols.

ARTICLE 36

SUBMISSION TO JURISDICTION

36.01 Jurisdiction; Venue; Governing Law. Landlord and Tenant each hereby (a) irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the State of New York, County of New York in respect to any action or proceeding concerning any matters arising out of or in any way relating to this Lease; (b) irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings if the same is brought in New York City; (c) agrees that the laws of the State of New York shall govern in any such action or proceeding and waives any defense to any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of New York; and (d) agrees that any final judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Landlord and Tenant further agree that any action or proceeding in respect to any matters arising out of or in any way relating to this Lease shall be brought only in the State of New York, County of New York. This Lease and the rights and obligations of the parties hereunder shall be governed by and construed, and all actions, proceedings and all controversies and disputes arising under or of or relating to this Lease shall be resolved, in accordance with the internal substantive laws of the State of New York applicable to agreements made and to be wholly performed with the State of New York.

36.02 Compliance with the Litigation Legislation. Notwithstanding the foregoing nor anything to the contrary contained in this Lease, Tenant hereby expressly acknowledges that any litigation instituted by Tenant against the Port Authority must be brought in accordance with the requirements of the Litigation Legislation and nothing contained in Section 36.01 above or any other provisions of this Lease shall be deemed a waiver by the Port Authority of any provisions, rights or requirements thereunder.

ARTICLE 37

TENANT GUARANTY

37.01 Tenant Guaranty. Simultaneously with the execution and delivery of this Lease and as a pre-condition to the effectiveness of this Lease, Tenant shall deliver to Landlord a Tenant Guaranty in the form attached hereto as Exhibit W-2 made by Tenant Guarantor.

ARTICLE 38

SECURITY DEPOSIT

38.01 Tenant has deposited with Landlord the Letter of Credit in an amount of [redacted] (the "Security Deposit") as security for the full, faithful and punctual performance by Tenant of all of the terms of this Lease. In the event Tenant defaults in the performance of any of the terms of this Lease beyond the expiration of any applicable notice and cure period, including the payment of rent, or in the event of a Bankruptcy Event, Landlord may draw down the proceeds of all or any portion of the Letter of Credit in its sole and absolute discretion and use, apply or retain the whole or any part of the proceeds thereof to the extent required for the payment of any rent or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms of this Lease, including any damages or deficiency in the re-letting of the Demised Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. In the case of every such use, application or retention, Tenant shall, on demand, deliver to Landlord an amendment to the Letter of Credit so that the same shall be equal to its former amount. The Security Deposit, without interest, shall be returned to Tenant within sixty (60) days after the expiration or sooner termination of this Lease, delivery of exclusive possession of the Demised Premises to Landlord in the manner required hereunder and the payment by Tenant of all Rent hereunder. Landlord may, in its sole discretion, accept alternative security for the Security Deposit with respect to the period prior to the Occupancy Date on such terms and conditions as Landlord and Tenant may agree in their sole discretion.

38.02 The letter of credit shall be a clean, irrevocable and unconditional letter of credit (the "Letter of Credit") issued by and drawn upon any commercial bank which is a member of The Clearing House Payments Company L.L.C. (hereinafter referred to as the "Issuing Bank") with offices for banking purposes in the City of New York and having a net worth of not less than [redacted] Dollars, which Letter of Credit shall be drawn upon in New York City, have a term of not less than one year, be in the form attached hereto as Exhibit W-1, be for the account of Landlord and be in the amount of the Security Deposit. Tenant acknowledges that it is a material inducement to Landlord to enter into this Lease that the security be maintained in the form of a Letter of Credit and that Tenant's failure to provide and maintain such Letter of Credit throughout the term of this Lease shall constitute a material default under this Lease, and Tenant further acknowledges that notwithstanding anything in this Lease to the contrary (but subject to the terms of the final sentence of Section 38.01 of this Lease), Tenant shall not be permitted to provide cash security. The Letter of Credit shall provide that:

A. The Issuing Bank shall pay to Landlord or its duly authorized representative an amount up to the face amount of the Letter of Credit upon presentation of the Letter of Credit and a sight draft in the amount to be drawn;

B. The Letter of Credit shall be deemed to be automatically renewed, without amendment, for consecutive periods of one year each during the term of this Lease (and shall remain in effect for not less than six (6) months following the Expiration Date), unless the Issuing Bank sends notification (hereinafter referred to as the "Non-Renewal Notice") to Landlord by certified or registered mail, return receipt requested, not less than sixty (60) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed;

C. If Landlord receives a Non-Renewal Notice and Tenant fails to provide a replacement Letter of Credit which meets the requirements of this Lease not fewer than thirty (30) days prior to the expiration of the Letter of Credit, such failure shall constitute a material default under this

Lease and Landlord shall have the right, exercisable by a sight draft, to receive the monies represented by the Letter of Credit (which monies shall be held by Landlord as a cash deposit pursuant to the terms of this Article 38 pending the replacement of such Letter of Credit or Tenant's default after Notice and the expiration of any applicable cure period hereunder); however, Landlord's holding of such cash security shall not be deemed a waiver of Tenant's default of its obligation to maintain the security in the form of a Letter of Credit);

D. Upon Landlord's sale of Landlord's interest in the Land and the Building, the Letter of Credit shall be transferable, without charge, by Landlord, as provided in Section 38.03 hereof; and

E. If a Bankruptcy Event occurs, Landlord shall have the right, exercisable by a sight draft, to receive monies represented by the Letter of Credit.

38.03 In the event of a sale of Landlord's interest in the Land and the Building, Landlord shall have the right to transfer (at no expense to Landlord) the Letter of Credit deposited hereunder to the vendee or lessee, and Landlord shall be released by Tenant from all liability for the return of such Letter of Credit. In such event, Tenant agrees to look solely to the new landlord for the return of said Letter of Credit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of said Letter of Credit to a new landlord.

38.04 Tenant covenants that it will not assign or encumber, or attempt to assign or encumber, the monies or Letter of Credit deposited hereunder as security, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

38.05 Landlord agrees that it will not draw down the proceeds of the Letter of Credit except in the event of a default by Tenant hereunder beyond the expiration of any applicable notice and cure period or a Bankruptcy Event or the non-renewal of such Letter of Credit by the Issuing Bank.

38.06 In the event that at any time during the term of this Lease, Landlord, in Landlord's reasonable opinion, believes (a) that the net worth of the Issuing Bank shall be less than the minimum amount specified in Section 38.02 hereof, or (b) that circumstances have occurred indicating that the Issuing Bank may be incapable of, unable to, or prohibited from honoring the then existing Letter of Credit (hereinafter referred to as the "Existing L/C") in accordance with the terms thereof, then, upon the happening of either of the foregoing, Landlord may send Notice to Tenant (hereinafter referred to as the "Replacement Notice") requiring Tenant within thirty (30) days to replace the Existing L/C with a new letter of credit (hereinafter referred to as the "Replacement L/C") from an Issuing Bank meeting the qualifications described in Section 38.02 hereof. Upon receipt of a Replacement L/C meeting the qualifications of Section 38.02 hereof, Landlord shall forthwith return the Existing L/C to Tenant. In the event that (i) a Replacement L/C meeting the qualifications of Section 38.02 hereof is not received by Landlord within the time specified, or (ii) Landlord reasonably believes an emergency exists, then in either event, the Existing L/C may be presented for payment by Landlord and the proceeds thereof shall be held by Landlord in accordance with Article 38 hereof, subject, however, to Tenant's obligation to replace such cash security with a new letter of credit meeting the qualifications of Section 38.02 hereof.

38.07 Tenant shall pay Landlord's reasonable attorneys' fees in connection with the replacement, substitution or amendment of the letter of credit described herein or the drawing thereon by Landlord.

ARTICLE 39

[RESERVED]

ARTICLE 40

[RESERVED]

ARTICLE 41

SIGNAGE; NAME OF BUILDING; ADDRESS

41.01 Name and Signage.

A. Tenant Signage Rights. Landlord shall provide, or shall cause to be provided, directional signage for the Demised Premises of the type and in the locations outside of the Building on the World Trade Center site as determined by the Net Lessor. Landlord shall also provide signage at the entrances to the Observation Deck Public Lobby from outside the Building consistent with the signage plan and signage designs being developed by Landlord. Landlord shall (a) furnish and install the signage at the entrances to the Observation Deck Public Lobby that Tenant is permitted to have under this Section 41.01A on or before the Occupancy Date, at Tenant's expense, (b) maintain, repair, polish such signs (if applicable) and (when necessary) replace or restore such signs, at Tenant's expense, and (c) clean such signs at Tenant's expense. The amount of Tenant's expense for each of the items in this Section 41.01A shall be equal to Landlord's Cost.

B. Building Name. Landlord shall have the right at any time and from time to time to name the Building for any person(s) or tenant(s) and to change any such name(s) at any time in its sole and absolute discretion without the consent or approval of Tenant.

41.02 Address. Landlord shall have the right at any time and from time to time to change the address of the Building in its sole and absolute discretion without the consent or approval of Tenant. As of the Execution Date, the address of the Building shall be either One World Trade Center or 1 World Trade Center (as determined by Landlord in its sole and absolute discretion). All governmental approvals, permits or licenses required in connection therewith shall be obtained and maintained by Landlord at its expense. Tenant at its expense shall cooperate with Landlord in connection with the obtaining and maintaining by Landlord of any address of the Building.

41.03 Other Signage. There shall be no restrictions on Landlord's right to install any signage (i) for Landlord (including, as applicable, the Port Authority and/or The Durst Organization to the extent said entities or an affiliate thereof have a direct or indirect interest in Landlord), (ii) for any managing or leasing agent of the Building, (iii) for other tenants or occupants at the Building, or (iv) required by applicable Legal Requirements, the Port Authority and/or QAD, provided, in each instance, any such signage described in this sentence so installed shall be in accordance with first-class standards of Comparable Buildings.

ARTICLE 42

[RESERVED]

ARTICLE 43

MARKETING ACTIVITIES

43.01 Tenant's Marketing and Presentation Materials. The ability of Landlord and Net Lessor to insure that the branding and marketing of the Demised Premises is consistent and coordinated with the branding and marketing of the Building and the WTC is a material condition of this Lease. Landlord and the Net Lessor shall have the right to review and approve (which approval shall not be unreasonably withheld, conditioned or delayed) Tenant's advertising and marketing materials and methods respecting the Demised Premises. Promptly following notice to Tenant from Landlord or Net Lessor, Tenant shall discontinue the use of any advertising or marketing materials or methods which Landlord or Net Lessor determines, in its discretion, to be objectionable. To the extent requested by Landlord (or, as applicable, Net Lessor), Tenant's marketing program shall be coordinated with the marketing program for the Building and/or WTC, and Tenant's marketing materials shall include the names, logos and website links of the Building, the World Trade Center and its owners (including the Port Authority and The Durst Organization). Tenant shall also incorporate into the design of the Premises, and into materials that are made available to visitors in connection with their use of the Facility, signage and presentation materials regarding the ownership of the Building and the World Trade Center as reasonably requested by the Landlord and the Net Lessor.

43.02 Tenant's rights respecting the marketing and promotional activities are subject to the Retail Tenant Rights.

ARTICLE 44

ANTI-COMPETITION AND UNIQUE ATTRACTION COVENANT

44.01

ARTICLE 45

RIGHT OF TENANT TO MORTGAGE LEASEHOLD

45.01 Notwithstanding anything herein to the contrary, Tenant shall have the right at any time and from time to time during the term of this Lease to encumber Tenant's interest in this Lease, all of the leasehold estate hereby created, Tenant's interest in improvements constructed in or on the Demised Premises, all rents, profits and other revenues of the leasehold estate and any other Tenant assets (said Lease, leasehold estate, improvements, licenses, rents, profits, revenues and other assets being collectively referred to in this Article 45 as the "leasehold estate") with one or more mortgages or other security instruments (individually, a "Leasehold Mortgage" and collectively, "Leasehold Mortgages") in favor of a third party or third parties to secure a bona fide arms-length loan to Tenant; provided, however, that there shall only be one Leasehold Mortgage at any time (unless Landlord shall elect in its sole discretion to permit more than one Leasehold Mortgage) and that the amount of such Leasehold Mortgage at the time of its creation cannot exceed a loan-to-value ratio of of the value of Tenant's leasehold estate or a loan-to-cost ratio of [redacted] of the value of Tenant's improvements constructed or to be constructed in or on the Demised Premises or a debt service coverage ratio of 1.5:1, in each case as measured by such Leasehold Mortgagee solely with respect to the value of the leasehold estate and the net revenue from the leasehold estate. Each holder of a Leasehold Mortgage that falls within the definition of Institutional Lender, that has provided Landlord with reasonably satisfactory evidence that it is an Institutional Lender and holds a Leasehold Mortgage meeting the requirements of the preceding sentence, and that has provided Landlord with its address for receipt of notices hereunder, shall be considered a "Leasehold Mortgagee" (collectively, "Leasehold Mortgagees"). Notwithstanding anything to the contrary contained herein, no Leasehold Mortgage shall, unless Landlord shall have joined in the execution thereof and expressly so agreed, extend to, affect or be a lien or encumbrance upon, the estate and interest of Landlord in the Demised Premises or any part thereof and each Leasehold Mortgage must be discharged and satisfied in full, not later than the expiration of the Term.

In the case of a Leasehold Mortgage that is held by an agent, trustee or the like on behalf of one or more lenders, then such agent, trustee or the like shall be considered an Institutional Lender only if (i) such agent, trustee or the like is holding the Leasehold Mortgage on behalf of lenders who are all Institutional Lenders, (ii) such agent, trustee or the like is holding the Leasehold Mortgage on behalf of lenders holding at least in the aggregate, of the loan amount who are Institutional Lenders provided that Foreclosure Decisions are made solely by no more than two lender(s) that is(are) Institutional Lender(s) or (iii) if Landlord shall in its discretion otherwise agree that such agent, trustee or the like shall be considered an Institutional Lender. "Foreclosure Decisions" shall collectively mean (i) any decision on behalf of the lenders to foreclose on, or accept a transfer in lieu of foreclosure of, Tenant's interest in the Lease or any of the other assets subject to the Leasehold Mortgage, or to otherwise take any other action the effect of which is to cause a change in the ownership or control of Tenant's assets or business operations and (ii) following any such foreclosure, transfer, or other change in ownership or control, all decisions on behalf of the lenders concerning such assets and business operations (including the sale thereof). Each Leasehold Mortgagee shall have the following rights hereunder for so long as its Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction thereof is given by the holder to Landlord, provided that either Tenant or

such Leasehold Mortgagee shall have sent or delivered to Landlord a written notice specifying the address for notices to be given to such Leasehold Mortgagee:

(a) Notwithstanding any other provisions of this Lease but subject to compliance with this Article 45, (i) the making of a Leasehold Mortgage and (ii) any sale of this Lease and of the leasehold estate hereby created pursuant to any proceedings for the foreclosure of any Leasehold Mortgage, or an assignment in lieu thereof, or the assignment or transfer of this Lease and of the leasehold estate in lieu of the foreclosure of any Leasehold Mortgage, in each such case under this clause (ii) to a new tenant that satisfies all of the requirements of a Successor as set forth in Section 8.06(1) shall be deemed to be a permitted sale, transfer, or assignment of this Lease and of the leasehold estate. Landlord hereby further agrees that a Leasehold Mortgagee shall not be deemed to have assumed performance of any of the terms, covenants, or conditions on the part of the Tenant to be performed under this Lease, but upon acquisition of the leasehold estate by Leasehold Mortgagee or the purchaser at any sale of this Lease and of the leasehold estate, such party shall be deemed to have agreed to perform the terms, covenants, and conditions of Tenant except for payment of any Post-Foreclosure Guaranteed Amounts and except for those covenants for which performance by a party other than Tenant is not possible ("Tenant's Personal Covenants"); provided, however, that the Leasehold Mortgagee or its designee or nominee which becomes the holder of the leasehold estate, or an acquirer of the leasehold estate pursuant to a foreclosure sale or assignment in lieu of foreclosure as and to the extent permitted herein, may assign this Lease in accordance with this Article 45 to a new tenant that satisfies all of the requirements of a Successor as set forth in Section 8.06(1) and shall, upon such permitted assignment, be relieved of and released from any and all obligations under this Lease which arise after, or relate to any period following, the effective date of such assignment. The Guaranty shall guaranty Tenant's payment of any Post-Foreclosure Guaranteed Amounts.

(b) If Tenant shall at any time grant a Leasehold Mortgage, Landlord, upon providing Tenant any notice under this Lease on which Landlord may base or claim a (i) default or (ii) termination or proposed termination, shall, at the same time, provide a copy of such notice to each Leasehold Mortgagee such address as the Leasehold Mortgagee may have directed Landlord to send written notices to. In the case of a default notice, such notice shall set forth with particularity the nature and extent of all defaults then being claimed by Landlord to exist. No notice of the matters described in this Article 45.01 given by Landlord to the Tenant shall be legally effective as to any particular Leasehold Mortgagee unless and until a copy of such notice shall have been given by Landlord as required in the preceding sentence to such Leasehold Mortgagee of which Landlord has notice; provided, however, that the sole effect of Landlord's failure to give any notice to a Leasehold Mortgagee at the same time that such notice is given to Tenant shall be that such notice shall not be effective as to such Leasehold Mortgagee unless and until such notice is given to such Leasehold Mortgagee, and the cure periods set forth below for Leasehold Mortgagees shall not begin to run as against such Leasehold Mortgagee until such notice is given to such Leasehold Mortgagee.

(c) Each Leasehold Mortgagee of which Landlord has notice shall have the right, but not the obligation, to perform any term, covenant, condition, or agreement and to remedy any default by Tenant hereunder within those time limits as set forth in this Lease for Tenant to cure the default, which time limits will not commence until such notice is given as set forth in Section 45.01(b) above, and Landlord shall accept such performance by said Leasehold Mortgagee with the same force and effect as if performed by Tenant; and each Leasehold Mortgagee shall also have such additional cure rights as provided under Sections 45.01(d) and (e) below. All rights of Tenant under this Lease which may have been or may be deemed to be waived or terminated by virtue of the existence of a default by Tenant shall be deemed reinstated if any Leasehold Mortgagee cures such default within the foregoing grace period applicable to the default in question.

(d) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which allows Landlord to terminate this Lease, Landlord shall notify every Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination. If, before the termination of this Lease, (i) the Leasehold Mortgagee shall have acquired Tenant's leasehold estate in and possession of the Demised Premises, (ii) an assumption of performance and observance of the covenants and conditions contained in this Lease on the Tenant's part to be performed (other than Tenant's Personal Covenants and payment of the Post-Foreclosure Guaranteed Amounts) shall be delivered to Landlord by such Leasehold Mortgagee, and (iii) the Leasehold Mortgagee shall have paid the Mortgagee Rent Cure Amount and complied with all obligations and cured all defaults on Tenant's part to be performed or cured under this Lease (other than Tenant's Personal Covenants and payment of any Post-Foreclosure Guaranteed Amounts) then, and in such event, the default(s) under this Lease shall be deemed to have been timely cured and all rights of Tenant under this Lease which may have been or may be deemed to be waived or terminated by virtue of such defaults shall be deemed reinstated; provided, however, (x) in the case of any default(s) which cannot reasonably be cured by the Leasehold Mortgagee (any default which can be cured by the payment of money being considered reasonably curable), provided that the Leasehold Mortgagee shall have acquired Tenant's leasehold estate in and possession of the Demised Premises, then Landlord's right to terminate this Lease on account thereof shall be deemed to have been waived, any termination of this Lease by Landlord on account thereof shall be deemed to have been revoked and of no effect and no rights of Tenant under this Lease shall be or shall be deemed to be waived or terminated as a result thereof and (y) this Lease shall be deemed amended to provide that the Tenant's leasehold estate in the Demised Premises (or the economic benefit thereof) may not be assigned or otherwise transferred to the defaulting Tenant or an Affiliate thereof without the consent of Landlord in its sole discretion.

(e) If Landlord shall terminate this Lease for an Event of Default and such termination shall not have been avoided by a Leasehold Mortgagee pursuant to Section 45.01(d) above, Landlord shall promptly notify each Leasehold Mortgagee of such termination and the amount of any sums then due to Landlord under this Lease, and each Leasehold Mortgagee shall have the right to have Landlord enter into a new lease of the Demised Premises with such Leasehold Mortgagee or a nominee or affiliate controlled by such Leasehold Mortgagee (hereinafter referred to in this subparagraph (e) of this Section 45.01 as its "nominee") in accordance with the following provisions:

(i) The Leasehold Mortgagee or its nominee shall be entitled to such new lease if the Leasehold Mortgagee shall make written request upon Landlord for such new lease on or before the date which is thirty (30) days after the date on which the Leasehold Mortgagee shall have been given the notice from Landlord of such termination and if such written request is accompanied by the Leasehold Mortgagee's agreement to pay to Landlord, upon the execution and delivery of the new lease, the Mortgagee Rent Cure Amount together with all of the reasonable costs incurred by Landlord in connection with the preparation and execution of such new lease including, without limitation, reasonable attorneys' fees. The new lease shall be executed and delivered by Landlord and the Leasehold Mortgagee or its nominee within sixty (60) days after Landlord's receipt of such request for a new lease, or within such extended period of time as shall have been mutually agreed upon in writing by Landlord and the Leasehold Mortgagee prior to the expiration of such sixty (60) day period. As a condition to the effectiveness of such new Lease, the Leasehold Mortgagee or its nominee shall have paid all amounts described in the first sentence of this subsection (i);

(ii) Such new lease shall be for what would have been the remainder of the term hereunder as if this Lease had not terminated, effective as of the date of such termination, at the same rent and upon the same terms, provisions, covenants and agreements as herein contained, except for requirements that Landlord and the Leasehold Mortgagee or its nominee agree are no longer applicable or have been performed;

(iii) To the extent within the control of Landlord, such new lease shall be prior to any mortgage or other lien, charge or encumbrance on the Demised Premises (except taxes and assessments). Such lease shall, however, be subject to the same conditions of title as this Lease is subject to on the date of the execution hereof;

(iv) In such new lease, the Leasehold Mortgagee or its nominee shall agree to perform and observe all covenants herein contained on Tenant's part to be performed, except for covenants that Landlord and the Leasehold Mortgagee or its nominee agree are no longer applicable or have been performed or such non-monetary covenants that cannot be performed by such Leasehold Mortgagee or its nominee, and except that all of the obligations and liabilities of the Leasehold Mortgagee or its nominee as lessee under the new lease shall cease and terminate upon assignment to and assumption of the new lease by a successor Tenant, or the sooner expiration or termination thereof, and shall be subject to any limitation on liability contained therein;

(v) Landlord shall not warrant possession of the Demised Premises to the Leasehold Mortgagee or its nominee under the new lease, it being understood that the new lease shall be expressly made subject to the rights, if any, of Tenant under this Lease or any other person claiming the right to possession through or under said Tenant;

(vi) The Leasehold Mortgagee or its nominee as tenant under the new lease shall have the same right, title and interest in and to the Demised Premises as Tenant had under this Lease, provided that the tenant under the new lease shall satisfy all of the requirements for a Successor as set forth in Section 8.06(1) who is not the defaulting Tenant or an Affiliate thereof; and

(f) Landlord will not accept any surrender, agree to the cancellation of or enter into any modification of this Lease without the prior written consent thereto of each Leasehold Mortgagee of which Landlord has notice. Without limiting the generality of the foregoing, no modification, amendment, or termination under Section 365(h) of the Bankruptcy Reform Act of 1978, as the same may be modified, amended, revised, restated or supplemented from time to time, shall be effective against any Leasehold Mortgagee without the prior written consent of such Leasehold Mortgagee.

(g) No provision of this Lease shall prevent or prohibit an assignment by Tenant to any holder of a Leasehold Mortgage, as collateral security for Tenant's performance of its obligations under the Leasehold Mortgage held by such holder, of all rights of Tenant derived from this Lease.

(h) Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder, to cure a default of Tenant that cannot be cured by the payment of money and is not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, including, but not limited to, defaults relating to bankruptcy and insolvency and any other sections of this Lease which may impose conditions of default not susceptible to being cured by a Leasehold Mortgagee or a subsequent owner of the leasehold estate through foreclosure of the Leasehold Mortgagee, in order to comply with the provisions of Section 45.01(d) hereof, or as a condition of entering into a new Lease provided for by Section 45.01(e) hereof.

(i) No provision of this Lease shall prevent or prohibit, in the case of any default under a Leasehold Mortgage, (i) a foreclosure of the Leasehold Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the subsequent sale of Tenant's leasehold estate in the Demised Premises, if any, (ii) the appointment of a receiver, irrespective of whether such Leasehold Mortgage accelerates the maturity of all indebtedness secured by its Leasehold Mortgage, and (iii) the right of such Leasehold Mortgagee or the receiver, to the extent permitted by law, to enter and take possession of the Demised Premises, to manage and operate the same and to collect the revenue, issues

and profits therefrom and to cure any default under the Leasehold Mortgage or any default by Tenant under this Lease, provided however, that until such time as the Leasehold Mortgagee acquires Tenant's leasehold estate in the Demised Premises, Landlord shall have the right to cause the Demised Premises to be managed and operated by a Landlord Operator.

45.02 In the event of such a Leasehold Mortgage and while it shall be in effect at the time of the partial or total destruction of the Demised Premises, or at the time when the Tenant shall be obligated under this Lease to, maintain, repair, improve or rebuild any improvements in the Demised Premises pursuant to this Lease, and the Tenant shall fail to repair or rebuild the same, or commence to repair or rebuild the same, in accordance with the terms of this Lease, such Leasehold Mortgagee is hereby authorized to repair such improvements or to rebuild such improvements, in compliance with the provisions of this Lease, in order to prevent a forfeiture thereof by reason of the breach by the Tenant of any of the covenants and agreements in that respect in this Lease. The Leasehold Mortgagee so repairing or rebuilding the improvements in accordance with the provisions of this Lease shall be subrogated to the rights of the Tenant herein to the insurance money collected upon the improvements so damaged or destroyed and/or to the securities and cash on deposit with the bank as the case may be, and shall be entitled to have the insurance money paid out on such repairing or rebuilding in case of such partial or total destruction, and such securities and cash paid out in erection of a new building, as the case may be, all in the same manner in every respect as if such Leasehold Mortgagee was the Tenant under this Lease. The Leasehold Mortgagee may likewise pay rent or make good any default of the Tenant to prevent a forfeiture of this Lease.

45.03 Either party shall be permitted to submit disputes arising under this Article 45 to arbitration in accordance with the provisions of Article 25 hereof.

ARTICLE 46

MEMORANDUM OF LEASE

46.01 Simultaneously with the execution of this Lease (and at the request of either party from time to time during the term of this Lease in connection with an amendment or modification of this Lease), Landlord and Tenant shall execute, acknowledge and deliver a memorandum with respect to the foregoing sufficient for recording or other such forms or affidavits necessary to effect such recording (in substantially the form attached hereto and made a part hereof as Exhibit JJ).

46.02 Within ten (10) days of the execution of this Lease, Landlord and Tenant shall execute, acknowledge and deliver transfer tax returns (in substantially the form attached hereto and made a part hereof as Exhibit JJ), and such transfer tax returns shall be timely filed by Tenant with the appropriate tax authorities.

ARTICLE 47

VEHICULAR ACCESS

47.01 Landlord at its expense may (or may cause the Port Authority to) conduct an analysis of vehicular travel times (any such analysis, a "Travel Times Survey") in the vicinity of the WTC site in accordance with sound traffic engineering practice. All Travel Times Surveys hereunder shall be performed by an entity qualified to perform such analysis, which may include Port Authority in-house personnel with transportation and traffic expertise. All Travel Times Surveys that are made available to other tenants in the Building shall be available for review by Tenant at its request. If any Travel Times

Survey indicates that vehicle travel times exceed the travel times objectives of the Port Authority, Tenant shall reasonably cooperate with Landlord to identify and implement ways to improve the operations of the vehicular intersection(s) in order to reduce travel times to be equal to or below the travel times objectives of the Port Authority, subject to any prescribed security procedures and parameters and Tenant's reasonable business operations. Neither Landlord nor the Port Authority shall have any liability under this Lease for any failure to meet vehicular travel time objectives in the vicinity of the WTC site. Nothing in this Article shall be deemed to require the Port Authority to modify any security standards established by the Port Authority and/or the New York City Police Department for the World Trade Center generally.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease as of the date first above written.

LANDLORD:

WTC TOWER 1 LLC

By: Tower 1 Holdings, LLC, its sole member

By: Tower 1 Joint Venture LLC, its sole member

By: Tower 1Member LLC, member

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

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

TENANT:

LEGENDS OWO, LLC

By:_____
Name: David W. Checketts
Title: Chief Executive Officer

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease as of the date first above written.

LANDLORD:

WTC TOWER 1 LLC

By: Tower 1 Holdings, LLC, its sole member

By: Tower 1 Joint Venture LLC, its sole member

By: Tower 1Member LLC, member

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

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

TENANT:

LEGENDS OWO, LLC

By:_____
Name: David W. Checketts
Title: Chief Executive Officer

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK }
} ss.:
COUNTY OF NEW YORK }

On the 8th day of April in the year 2013 before me, the undersigned, a Notary Public in and for said state, personally appeared David W. Checketts, 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.

Clare Gluck
Notary Public

CLARE GLUCK
Notary Public - State of New York
No. 01GL6176026
Qualified in Queens County
Commission Expires 10/29/2015

EXHIBIT A – 1

SCHEDULE FOR TENANT'S WORK

Milestone Condition	Target Date	Outside Date
Demonstration of Financing	**Completed at Execution Date by posting $50 Million to secure Lease obligations.**	**Not Applicable**
Approval of Schematic Plans	**6 months after Execution Date**	**9 months after the Execution Date**
Approval of Design Development Plans	**9 month after the Execution Date**	**12 months after the Execution Date**
Demonstration and Approval of Prototype Technology	**4 months after the Execution Date**	**8 months after the Execution Date**
Approval of Construction Plans	**14 months after Execution Date**	**18 months after Execution Date**
Construction Commencement (with all permits issued and financing closed)	**The later of (i) 14 months after the Execution Date or (ii) 2 weeks after the First Delivery Date**	**The later of (i) 19 months after the Execution Date or (ii) 1 month after the First Delivery Date**
Substantial Completion and issuance of Certificate of Occupancy for entire Premises	**The later of (i) 24 months after the Execution Date, (ii) 15 months after the First Delivery Date, or(iii) 14 months after the Final Delivery Date**	**The later of (i) 31 months after the Execution Date, (ii) 22 months after the First Delivery Date, or(iii) 21 months after the Final Delivery Date**
Public Opening	**Soft Opening – 3 weeks after Substantial Completion** **Grand Opening – 5 weeks after Substantial Completion**	**Soft Opening – 3 weeks after Substantial Completion** **Grand Opening – 5 weeks after Substantial Completion**

Notes:

1. The Target Dates and Outside Dates are subject to extension as expressly set forth in the Lease and/or the Work Letter.
2. All capitalized terms set forth in this Exhibit shall have the meaning set forth in the Lease or the Work Letter, as applicable.

EXHIBIT E

DESCRIPTION OF LAND

Tower 1 (above a plane)

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, having a lower limiting plane lying 1.35 feet below top of legal curb grade as indicated on the City of New York President of the Borough of Manhattan Topographical Bureau Sectional Map Nos. 3 and 5 as it existed on November _, 2006 being more particularly bounded and described as follows:

Commencing at the corner formed by the intersection of the northerly side of Vesey Street (width varies) with the easterly side of West Street, said corner being the northeast corner of the Vesey Street Arcade parcel in Block 84, and said corner having the coordinates of North 199285.90 East 980534.18;

A. Running thence, South 40 degrees 56 minutes 38 seconds West, a distance of 79.75 feet to the Place and Point of BEGINNING, said point having the coordinates of North 199225.66 East 980481.91;

1. Running thence South 61 degrees 00 minutes 57 seconds East along the southerly side of Vesey street, a distance of 358.77 feet to a point;

2. Running thence South 28 degrees 59 minutes 03 seconds West, a distance of 205.95 feet to a point on the northerly line of Fulton Street;

3. Running thence along the northerly side of Fulton Street North 61 degrees 00 minutes 57 seconds West, a distance of 305.76 feet to the intersection of the northerly side of Fulton Street with the easterly side of West Street (S.R. 9A);

4. Running thence northerly along the easterly side of West Street North 12 degrees 29 minutes 28 seconds East, a distance of 59.59 feet to a point of curve;

5. Running thence northerly along said curve bearing to the right having a radius of 1,231.85 feet having a central angle of 3 degrees 15 minutes 30 seconds an arc distance of 70.05 feet, the chord of which curve has a bearing of North 14 degrees 07 minutes 29 seconds East and a length of 70.04 feet to a point;

6. Running thence North 16 degrees 23 minutes 28 seconds East, still along the easterly side of West Street a distance of 83.11 feet to the Point or Place of Beginning.

Containing 68,797 square feet or 1.58 acres, more or less and having no upper limiting plane.

Tower 1 (below a plane)

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, having an upper limiting plane lying 1.35 feet below top of legal curb grade as indicated on the City of New York President of the Borough of Manhattan Topographical Bureau Sectional Map Nos. 3 and 5 as it existed on November __, 2006 being more particularly bounded and described as follows:

Commencing at the corner formed by the intersection of the northerly side of Vesey Street (width varies) with the easterly side of West Street, said corner being the northeast corner of the Vesey Street Arcade parcel in Block 84, and said corner having the coordinates 199285.90 East 980534.18;

A. Running thence, South 43 degrees 32 minutes 28 seconds West, a distance of 50.05 feet to the Place and Point of BEGINNING, said point having the coordinates of North 199249.62 East 950499.70;

1. Running thence South 59 degrees 01 minutes 17 seconds East, a distance of 213.70 feet to a point;
2. Running thence South 61 degrees 13 minutes 44 seconds East, a distance of 172.90 feet to a point;
3. Running thence South 57 degrees 29 minutes 20 seconds East, a distance of 77.98 feet to a point;
4. Running thence South 59 degrees 03 minutes 11 seconds East, a distance of 102.50 feet to a point;
5. Running thence South 28 degrees 59 minutes 05 seconds West, a distance of 139.70 feet to a point;
6. Running thence South 16 degrees 00 minutes 52 seconds West, a distance of 149.31 feet to a point;
7. Running thence North 61 degrees 00 minutes 57 seconds West, a distance of 505.91 feet to a point;
8. Running thence North 10 degrees 04 minutes 57 seconds East, a distance of 49.05 feet to a point;
9. Running thence North 10 degrees 04 minutes 09 seconds East, a distance of 85.23 feet to a point;
10. Running thence North 10 degrees 04 minutes 57 seconds East, a distance of 174.85 feet to a point;
11. Running thence North 65 degrees 32 minutes 43 seconds East, a distance of 9.77 feet to the Point or Place of Beginning.

Containing 155,803 square feet or 3.572 acres.

Excepting therefrom any portion of the above described premises designated as Non-Leased Areas on Exhibit E-1 attached to the Net Lease.

EXHIBIT W-1

FORM OF LETTER OF CREDIT

WTC TOWER 1 LLC Date_____
c/o The Port Authority of New York & New Jersey
225 Park Avenue South, 12th Floor
New York, NY 10003

Attn: CREDIT MANAGER

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO.
_____(C)_____

At the request of _____(A) _____, we _____(B) _____ hereby open this CLEAN IRREVOCABLE LETTER OF CREDIT NO. _____(C) _____in your favor up to an aggregate of _____(D)_____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all your drafts under this CLEAN IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us at
_____(E)_____
_____ on or before the expiration date set forth below or future expiration date as indicated below. Our obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon reimbursement thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____(B)_____ Letter of Credit No. ___(C)____
dated _____". Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on
_____(F)_____
This CLEAN IRREVOCABLE LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend the Letter of Credit for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

_____
BANK OFFICER/REPRESENTATIVE

LEGEND:

A – INSERT APPLICANT NAME, I.E. TENANT OR LESSEE NAME
B – INSERT NAME OF ISSUING BANK
C – INSERT L/C IDENTIFICATION NUMBER
D – INSERT DOLLAR VALUE OF INSTRUMENT
E – INSERT EXACT ADDRESS OF LOCAL BANK BRANCH
F – INSERT EXPIRATION DATE-ONE YEAR FROM ISSUE DATE

******* Please instruct your Bank to have the Letter of Credit issued in the above format in "Draft" form and fax to Michael Mayurnik, Credit Manager, at (212) 435-5846 for approval **PRIOR** to issuance in "Original" form or email a Word file to MMayurni@panynj.gov. **If the draft is not reviewed in advance, the Letter of Credit can be rejected**. If you are in need of further assistance, Mr. Mayurnik can be reached at (212) 435-5838. ****

EXHIBIT BB

LANDLORD'S RATES

Personnel

Charges for Certain Personnel (per hour)	
ENGINEER	$108.00
ENGINEER OT	$136.00
MAINTENANCE/HANDY PERSON	$96.00
MAINTENANCE/HANDY PERSON OT	$124.00
STARTER/HEAD PORTER	$79.00
STARTER/HEAD PORTER OT	$120.00
PORTER/MATRON	$74.00
PORTER/MATRON OT	$94.00
SECURITY GUARD	$74.00
SECURITY GUARD OT	$94.00
FIRE SAFETY DIRECTOR	$94.00

Note: Services requested for Saturday, Sunday and Holidays will be at overtime rates.

The foregoing rates are effective through October 1, 2012 and are subject to increases thereafter in amounts reasonably agreed to by Landlord and Tenant to reflect any increases after October 1, 2012 in the cost to Landlord of providing such services.

Services

Charges for Certain Services	
OVERTIME FREIGHT ELEVATOR	$140.00/hour
SECURITY GUARD OVERTIME	$96.00/hour
CONDENSER WATER	$696.00/ton/annum
HVAC OVERTIME	$50.00/floor/hour

The foregoing rates are effective through December 31 of the year in which the RCD occurs and for each year thereafter shall be one hundred three (103%) of the amount for the prior year.

The use by Tenant of the above personnel and services is subject to (a) any applicable union rules from time to time, including with respect to the minimum number of hours of operation thereof, and (b) the security protocols and billing practices adopted from time to time by Landlord for the Building.

EXHIBIT KK

FOOD PREPARATION AND SERVICE AREA REQUIREMENTS

In connection with Tenant's use of portion(s) of the Premises for the operation of kitchens, serveries, dining facilities, or other food preparation or service areas within the Premises, Tenant shall comply with the following requirements:

A. Tenant at its expense upon and subject to all of the terms of this Lease shall install, maintain and replace as reasonably necessary, all of its equipment and appliances used for cooking, food processing or otherwise, and shall do and perform everything reasonably necessary with respect to same to (i) prevent to the fullest degree reasonably practicable in accordance with good construction practice (i.e., by using then state-of-the-art equipment and procedures at the time installed, provided that the cost for the same is commercially reasonable) the spread of smoke or odors outside of the Premises and/or into the Building, (ii) prevent creating a nuisance or in any way interfering with the use and enjoyment of, or otherwise being offensive to, any of the other tenants or occupants of the Building and (iii) comply with all applicable Legal Requirements. Tenant acknowledges that if any such smoke or odors are released by Tenant from the Premises, Tenant at its expense upon and subject to all of the terms of this Lease, upon Landlord's request, shall perform any work or Alteration reasonably requested by Landlord to remedy such problem.

B. Tenant at its expense upon and subject to all of the terms of this Lease shall (a) keep its equipment and appliances reasonably clean at all times, (b) thoroughly clean the hoods over any stove or range as reasonably required and upon Landlord's reasonable request, which request shall not be made more than twice in any calendar year, unless Landlord has received good faith complaints from third parties reasonably made and has delivered notice to Tenant with respect thereto (it being agreed that upon Landlord's written request, Tenant shall furnish to Landlord reasonable documentary evidence indicating that the foregoing work shall have been completed), (c) clean thoroughly all air conditioning ducts serving the Premises as reasonably required, (d) install, maintain and replace as reasonably necessary a hood and duct protection system, including an automatic dry chemical fire extinguishing system or subject to Landlord's reasonable approval and the approval of QAD, another state-of-the-art (at the time installed) fire suppression system and (e) maintain and keep clean the exterior vent exhaust and the immediately surrounding roof or facade area of the Building. Notwithstanding the foregoing, the work set forth in clause (e) of the preceding sentence shall be performed by Landlord at Tenant's expense, which expense shall be equal to Landlord’s Cost and shall be payable by Tenant to Landlord as additional rent within thirty (30) days after demand.

C. Tenant at its expense upon and subject to all of the terms of this Lease shall install chemical extinguishing devices (such as Ansul system or equal) approved by the Fire Insurance Rating Organization and shall keep such devices under service as required by such organization or by Legal Requirements.

D. If gas is used in any kitchens, serveries, dining facilities, or other food preparation or service areas, Tenant at its expense upon and subject to all of the terms of this Lease shall install, maintain and replace as necessary gas cut off devices, both manual and automatic.

E. All of Tenant's plans for venting smoke and odor control shall be submitted to Landlord. Any such work performed by Tenant shall be deemed to be a Material Alteration which must first be reasonably approved by Landlord (and approved by QAD) in accordance with Article 13 and, if

applicable, the Work Letter. Tenant agrees to comply with Landlord's engineer's specifications as to the reasonable modification of such plans or installations pertaining to safety, smoke or odor control, Building maintenance, and/or prevention of any blemishment to the exterior of the Building, subject to Tenant's right to propose reasonable alternatives reasonably acceptable to Landlord that are more cost effective and achieve substantially the same result.

F. Tenant at its expense upon and subject to all of the terms of this Lease shall install, maintain and replace as necessary any grease traps or other equipment in the sewage lines connected to its equipment and appliances as may be required by Legal Requirements or in Landlord's reasonable judgment, or as may be necessary to prevent any interference with waste outlets and drains, and so as to prevent any interference with the proper operation of plumbing lines and the sewage and waste disposal system of the Building. Tenant at its expense upon and subject to all of the terms of this Lease shall maintain any sanitary lines running from within or outside of the Premises (to the extent they were installed by or on behalf of Tenant or serve the Premises or such maintenance is necessitated by Tenant's acts or omissions) and shall not misuse plumbing facilities. Tenant shall not dispose of cooking oils or fats in the sanitary sewer system and shall not use any garbage disposals. Tenant at its expense upon and subject to all of the terms of this Lease shall obtain service contracts with companies reasonably approved by Landlord, for the maintenance of the hood and duct protection system and the grease traps installed in the Premises. All maintenance required by this paragraph shall be performed from the Premises where reasonably possible.

G. Tenant at its expense upon and subject to all of the terms of this Lease shall diligently keep the Premises at all times free and clear of rats, mice, other rodents, pests, insects and other vermin. In furtherance thereof, Tenant shall employ an exterminator reasonably approved by Landlord to regularly exterminate such rats, mice, other rodents, pests, insects and other vermin, which exterminator shall utilize a method commonly used in Premier Facilities in Comparable Buildings for the prevention of any infestation by, and extermination of, said animals and insects and Tenant shall take whatever precautions Landlord deems reasonably necessary to prevent such rats, mice, other rodents, pests, insects and other vermin from existing in the Premises or permeating into other parts of the Building. Any pest management conducted at the Premises shall emphasize non-chemical methods for pest control and comply with Landlord's reasonable integrated pest management program, which program shall be generally applicable to all office tenants of the World Trade Center and is broadly described in the Rules and Regulations.

H. Tenant at its expense upon and subject to all of the terms of this Lease shall arrange for the removal of Tenant's refuse and rubbish from Tenant's kitchens, serveries, dining facilities, or other food preparation or service areas at least once each day and shall comply with all reasonable applicable rules and regulations of the Building with respect thereto. Landlord shall not be required to furnish any services or equipment for the removal of such refuse and rubbish except as may otherwise be expressly provided in Article 6 of this Lease. Tenant further agrees not to permit any refuse or rubbish to be collected or disposed of from Tenant's kitchens, serveries, dining facilities, or other food preparation or service areas during Office Operating Hours. Tenant shall store all food-related and beverage-related garbage in closed refrigerated units within the kitchen areas in the Premises until collection. Tenant covenants that no supplies or deliveries, nor any of Tenant's refuse or rubbish, shall be kept or permitted to be kept in any area outside of the Premises except as permitted by the applicable rules and regulations of the Building. Tenant shall remove any and all refuse and rubbish from Tenant's test kitchens, serveries, dining facilities, or other food preparation or service areas to the street only through such routes and at such times as Landlord may reasonably designate.

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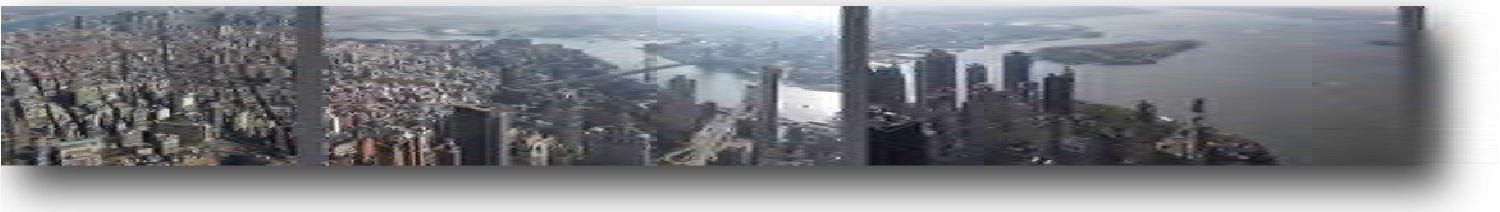

REQUEST FOR PROPOSAL

Observation Deck Development and Management

One World Trade Center

New York, New York

Issued by: WTC Tower 1 LLC
Issuance Date: 27 January 2012

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Project Description

Summary

Pursuant to this Request for Proposal ("RFP"), the Port Authority of NY & NJ ("Port Authority") and the Durst Organization ("Durst"), through its joint venture, WTC Tower 1 LLC (the "Owner"), is inviting prequalified respondents ("Proposers") to submit development, operation and management proposals ("Proposals") for the development of floors 100 through 102 and associated support facilities and equipment including: management of the escalators, elevators and other equipment atop One World Trade Center ("1 WTC" or "One WTC") for the "Observation Deck" as appropriate. The selected Proposer will become the "Developer/Manager" of the Observation Deck. Only Proposers that have been previously prequalified (in response to the Owner's Request for Qualifications process) are eligible to submit a proposal.

The services of the Developer/Manager will include creation and submission of business concepts and plans; development of design concepts, detailed plans and construction contract documents; performance of construction management services; as well as operation, management (including marketing, etc.) and maintenance of the Observation Deck facilities subject to the mutual agreement of the Owner and the Developer/Manager. The Proposer will also be responsible for developing and implementing any special programming for the Observation Deck. Proposals encompassing performance of the entire scope of work are preferred, but the Owner will consider Proposals that are limited to operation, management and maintenance of the Observation Deck and its facilities.

The Owner seeks an extraordinary and innovative concept. Proposers must demonstrate that they have the experience and the ability to expertly develop the concept, and bring the design to fruition ultimately resulting in an Observation Deck that is financially successful and consistent with standards of excellence.

Background

One WTC will be an iconic structure standing as the tallest building in the Western Hemisphere. Upon completion in 2014, the 104-story building will contain more than 3 million square feet of space, including retail below grade, a lobby with soaring 50-foot ceilings, 71 floors of Class A office space and a sky-level Observation Deck. World class in stature, One WTC will provide an internationally recognized, high profile viewing destination. Located on the 100th through 102nd floors, the Observation Deck will offer dramatic, 360-degree panoramic multistate views of New York City, New York Harbor (including the Statue of Liberty and Ellis Island), the Brooklyn Bridge, the Hudson and East River waterfronts as well as views of the World Trade Center Memorial. Featuring approximately 50,000 square feet on the three viewing floors and a total of 85,000 square feet dedicated to the venue, the Observation Deck is positioned to be one of the best-located and most well known tourist attractions in the world.

The Observation Deck will join the National September 11 Memorial & Museum as one of the nation's most visited tourist destinations. The Memorial Museum is the principal institution concerned with exploring the implications of the events of 9/11, documenting the impact of those events and exploring 9/11's continuing significance. In its first four months of operation, the Memorial hosted more than one million visitors.

Lower Manhattan has changed in the past decade, from a business near-monoculture to a diverse neighborhood that includes an influx of residents and businesses, and an important tourist destination in its own right. This change insures that lower Manhattan will sustain a significant volume of commercial activity for an Observation Deck on a long-term basis. Additionally, the World Trade Center site and the 9/11 Memorial are anticipated to generate millions of tourist visits per year. The Observation Deck will become a leading tourist venue in and of itself.

One WTC is located on the northwest corner of the restored 16-acre World Trade Center site. Designed by the acclaimed architectural firm Skidmore, Owings & Merrill, the tower will renew the skyline of Lower Manhattan and incorporate approximately 3,000,000 rentable square feet of commercial office space with an antenna mast rising to an iconic height of 1,776 feet.

One WTC will feature direct access to all the benefits of the World Trade Center site, including roughly 500,000 square feet of world-class retail, 10,000,000 square feet of state of the art office space, proximity to the waterfront, and the third largest transportation hub in Manhattan with 11 subway connections, including the PATH trains to New Jersey that handle more than one-quarter million passengers per day. The building has tremendous amenities, offering state-of-the-art features that will set new industry standards in terms of life safety and security. Designed in accordance with the site's guidelines for energy efficient design, the building will achieve distinction as a top-tier model of environmental sustainability and anticipates being LEED Gold certified.

With its height and grandeur, One WTC will recapture the New York skyline, reassert Lower Manhattan's preeminence as a business center and establish a new civic and design landmark. Indeed, it is well along the way to achieving this with the recent commitment of Condé Nast to lease more than one third of the building. One WTC is certain to become an icon for New York City and the nation.

Similar Observation Deck programs have proven to be extremely popular and successful businesses in New York, including the Top of the Rock facility at Rockefeller Center and the Observatory at the Empire State Building. Current estimates anticipate in excess of five million visitors to the World Trade Center site annually upon completion (there were over nine million visitors to Lower Manhattan in 2010), producing a significant consumer market base for One WTC's Observation Deck.

Objectives

The Owner has established the following objectives for the Observation Deck:

1. Provide a world-class experience that:
    a. Entertains and informs
    b. Contains programming and exhibits
    c. Is consistent with "Class A" commercial development
    d. Respects the World Trade Center site's cultural and historical elements
2. Maximize return on investment

All services of the Developer/Manager, including but not limited to design development, preparation of construction documents, contract preparation, review of submissions/presentations and meetings with the Owner and others as required, are included in the Developer/Manager's Services and will be executed in full coordination with, and subject to the advance approval of, the Owner. Furthermore, said services shall comply with all applicable codes and standards required of private developers (http://www.panynj.gov/about/code-conformance.html) and shall be subject to the review and approval of the Owner.

Key Milestones

	DATE
RFQ Issued	25 October 2011
RFQ Responses Due	30 November 2011
RFQ Re-advertised	20 January 2012
RFP Issued	27 January 2012
RFQ Responses Due	10 February 2012
Proposals Due	6 April 2012 before 3:00 p.m. EST
Commencement of Fit-Out	Fourth Quarter 2013*
Observation Deck Opening	First Quarter 2015*

*Estimated

Scope of Work

Required Services

The services of the Developer/Manager will include submitting detailed concepts, plans and schedules, developing designs, renderings, models, preparing final design and contract documents, performing construction management services, and operating (including marketing, etc.), managing and maintaining the Observation Deck. The selected Proposer's services will also include developing and implementing any special programming for the Observation Deck.

Information and Materials Provided by the Owner

The Owner will make available for the Developer/Manager's information certain documents included as a part of this solicitation. The documents were not prepared for the purpose of providing information for the Developer/Manager for the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Owner makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Developer/Manager merely for the purpose of providing Developer/Manager with such information as is in the possession of the Owner, whether or not such information may be accurate, complete or pertinent, or of any value to the Developer/Manager.

Proposers may request One WTC Observation Deck drawings directly from the Owner subsequent to execution of a Non-Disclosure Agreement (NDA) included herewith.

Required Information and Format

To respond to this RFP, respondents are requested to submit (1) electronic response and one original (clearly marked "ORIGINAL"), and six (6) bound paper copies. Electronic responses must be submitted via CD-ROM or USB Flash Drive with the original and bound copies. In case of conflict, the reproducible original of the proposal will take precedence over material on the compact disc or flash drive.

Proposal shall contain section tabs clearly marked to identify each section required below. Proposals must use 12-point or greater font size and be no more than 60 pages in length, not including resumes, renderings, the pro forma, or financial statements. Individual sheet size must not exceed 11" X 17".

Pages must be numbered and bound or placed in a 3-ring binder, with the Proposer's full name, and "One WTC Observation Deck Development and Management RFP" clearly indicated on the cover. Bound paper and electronic responses shall be sent via courier marked "One WTC Observation Deck Development and Management RFP" to:

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

All proposals are to be received no later than **3:00 PM EST on April 6, 2012.**

The Owner assumes no responsibility for delays caused by any delivery services. For submissions delivered by messenger, it should be noted that only individuals with photo identification will be permitted access to the Owner's offices. Messengers without proper identification will be turned away and their packages not accepted.

General

Proposals for performance of the entire scope of work are preferred, but Owner will consider Proposals that do not include construction management services. Proposals must demonstrate a proven track-record for successfully developing and managing similar venues and a concept and business plan for this site. The requirements of this RFP are deliberately open ended to solicit the widest possible options and to elicit creativity for a novel approach.

Proposals must detail the development concept including the entire visitor experience from booking a visit through leaving the facility (and beyond). The branding, marketing, ticketing, security measures, "pre-show", queuing, audio narration, exhibits and cross-selling/synergies with other aspects of the World Trade Center or New York City tourism venues need to be presented both in concept and as part of a

comprehensive business plan. Proposals should also consider special events, retail, concessions, and other food service opportunities. Lastly, the Proposals should outline anticipated revenue (i.e., rent and or profit share) accruing to the Owner as well as any capital investment, one-time or recurring costs required of the Owner.

Only proposals containing the following items in the specified order will be considered. Owner shall have sole discretion to determine if the submitted qualifications are satisfactory:

1. Cover Letter

Introduce the proposed team, highlighting the hierarchical structure being proposed to deliver the contemplated services and other relevant information as desired.

Your cover letter shall also include a statement indicating whether the Proposer is proposing as a single entity or a joint venture. If a joint venture, submit all information required for a single entity for each participant in the joint venture. If the Proposer is a joint venture and seeks to propose as such, the joint venture Proposer must have been prequalified as such.

All qualification information required for a single entity shall be submitted for each participant in the joint venture. If a common law joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to perform the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when the Proposal was submitted. No substitution of participants will be allowed without the express prior written approval of the Owner. Submit a copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Contract. Such explanation shall fully discuss and identify the responsibilities of each party to the joint venture in performance of the contemplated services, and for providing the required insurance.

2. Agreement on Terms of Discussion

A copy of Attachment A signed by an officer of your company.

3. Non-Disclosure Agreement

Copies of Attachment B executed by the proposing firm or firms and each related individual and entity. (See “Materials and Information” section).

4. Certification of Information

A copy of Attachment C signed by an officer of your company.

5. Executive Summary

A brief synopsis of your proposal that summarizes your concept, business plan, financial proposal, technical proposal, and management proposal.

6. Background Qualification Questionnaire

Proposers shall submit a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, subconsultants and vendors providing services at the World Trade Center Site, known to the Respondent at the time of reply submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

7. Concept, Business Plan and Financial Proposal for the Venue

Provide a comprehensive concept and supporting business plan for the Observation Deck venue.

A. Concept for the Venue

1. Business Concept – Include a description of the general business concept, the visitor experience and potential retail, concessions, and programming opportunities.
2. Design Concept – Submit a detailed narrative of the design concept and include a set of conceptual floor plans, elevations, and 3-D renderings to illustrate the proposed design. Provide these on 11" X 17" paper and in a Computer-aided design (AutoCAD) file in Design Web Format (DWF) format.

B. Business Plan and Financial Proposal

1. Business Plan – Describe plans to develop a successful and sustainable business. Include an analysis of demand, pricing and competition. Provide objectives and plans to realize them. Describe plans for ticketing, concessions, retail, and any other proposed business opportunities.
2. Financial Proposal – The Owner will provide via Addendum to this RFP, assumptions to be used in developing the Financial Proposal along with a Pro Forma model in Microsoft Excel format to facilitate evaluation of the Proposer's financial proposal. The Proposer is responsible for ensuring the accuracy and correctness of any Pro Forma model, or any other financial information provided.

8. Technical Proposal

Provide a detailed description of the proposed technical approach to be taken to develop, design, construct, operate and maintain the proposed Observation Deck. Address the proposed methodology and strategy for performing the contemplated services required, as well as any specific software or other technology you may employ in the performance of these services. Include a schedule with critical milestones using the critical path method that demonstrates the actions required to develop and manage facility, and, if proposed, a Construction Management Plan.

9. Management Proposal

Provide a detailed description of the proposed management approach to be taken for the performance of the required services. Your management approach shall include, but shall not be limited to the following components:

A. Management Approach / Management and Operating Plan

A detailed description of the proposed management approach to be taken for the performance of the required services. Your management approach shall include, but shall not be limited to your proposed organizational structure and approach to ensuring the quality of the work product to be produced.

B. Specific Qualifications and Experience of the Proposer

This shall include the qualifications and experience of the Proposer, as well as any firm members of its team proposed to perform the contemplated services, and shall include but not be limited to a list of entities for which similar services have been provided. Provide a list of the projects, and a contact as required, for the Owner to confirm said information. The Proposer shall indicate any prior experience with members of its proposed team.

C. Specific Qualifications and Experience of Proposer's Staff

List the name(s), title(s) and resumes of key personnel who will be assigned to perform any services requested. Identify subcontractors, if any, and indicate their experience and qualifications.

D. Profile of Proposing Team

Complete Attachment D (Company Profile) and Attachment E (Company Profile) for each member of your team.

10. Legal Proceedings

Provide information regarding each and every legal proceeding, administrative proceeding and arbitration pending against the Proposer (or each entity if a joint venture). In addition, provide information regarding each and every legal proceeding, administrative proceeding or arbitration concluded adversely to the Proposing entities within the past five (5) years, which relate to the procurement or performance of any contract.

Selection Process

The review, rating and ranking of Proposals shall be based upon the evaluation criteria below.

Evaluation Criteria

The following criteria will be used to evaluate accepted proposals:

- **Concept for the Venue, Business Plan and Financial Proposal**

  The proposed concept and the accompanying business plan, project costs, benefits and risks for the Proposer and Owner.

- **Technical Proposal**

  The proposed technical approach to be taken for the performance of the required services outlining each task, and the schedule for completion of said tasks including the proposed methodology and strategy for performing the contemplated services as well as any specific software or other technology you may employ in the performance of these services.

- **Management and Operating Proposal**

  The Management and Operating Proposal, which shall include the Proposers' management philosophy, principles and programs to be utilized in managing and operating the venue including the Qualifications and Experience of the Proposed Developer/Manager and its capability to meet the Requirements of this RFP as well as, but not limited to the Qualifications And Experience Of the Proposed Developer/Manager's Staff.

Oral Presentations / Site Visits

After review of all proposal submissions, Owner may request oral presentations from certain proposers to the selection committee and others, as appropriate. Firms selected to make presentations may be given short advance notice. Presentations would be limited to 60 minutes followed by a question and answer session of 60 minutes. Only key members of the Proposer's team should be present.

Owner may also elect to visit selected locations where the Proposer is providing or has provided some or all of the proposed services.

Notification of scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

Terms and Conditions

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

1. Format of Response and Supplemental Information

Proposer's response shall adhere to the format of this RFP as detailed herein. Owner reserves the right to reject any or all submittals with or without cause and to accept any submittal that, in Owner's sole judgment, will be in the best interest of the project.

Owner reserves the right to request supplemental information after the deadline date at its sole determination. Owner reserves the right to interview or not interview any respondent, reserves the right to reject any and all Proposals, or amend the scope of the project at its sole discretion. All decisions by Owner are final.

2. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Owner specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Owner and the Proposer. No other act of the Owner shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Owner and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Owner to accept the proposal within 180 days after the Proposal Due Date. No other act of the Owner, its officers, agents, representatives or employees shall constitute rejection of a proposal.

3. Staff Background Screening

The selected Proposer and its subconsultants/subcontractors awarded this contract will be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Owner or its designee to perform background checks. Such authorization shall be in a form acceptable to the Owner. The Contractor (and subcontractor) may also be required to use an organization designated by the Owner to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877) 522-7922.

4. Addenda, Bulletins, and Clarification

The Owner reserves the right to revise and amend the RFP, drawings and specifications prior to the due date. All such revisions and amendments shall be issued in the form of a written addendum and receipt of such must be acknowledged in the response. Notwithstanding such acknowledgement or lack thereof, the Owner will assume that all bulletins or written addenda have been considered and are accounted for within the response.

Respondents shall not contact Durst or Port Authority personnel directly regarding this RFP. From the date of issuance of this RFP, any respondent that does directly or indirectly attempt such contacts, other than as indicated below, may be subject to disqualification. Respondents may submit questions or requests for clarifications. Such questions should be submitted via email to the following email address:

OneWTCObDeck@durst.org

All email correspondences should state "One WTC Observation Deck RFP" in the subject line. Owner reserves the right to answer or not answer submitted questions and answers to questions will be distributed to all firms to whom RFPs have been sent via Addendum.

Clarification will be made in addendum form and distributed via email prior to proposal due date to all respondents. Owner will not be responsible for any oral instructions or interpretations and no inquiry received less than one (1) week before the deadline for submission of Proposals will be given consideration. Any addenda issued during the RFP period are to be included and acknowledged in the proposal by number and date, and shall be considered part of the response.

5. Confidentiality

This document is furnished to the Proposers for the sole purpose of determining whether their qualifications meet the criteria established in this document. Any disclosure, publication, release or transfer of this document, any provision thereof, or any information contained therein, to any person (other than Proposer's personnel to whom disclosure is necessary for the preparation of a response, all of whom must be bound to observe this prohibition) without the prior written consent of Owner is prohibited. Owner reserves the right to release or disclose any of the attached information to its associated divisions, partners, contractors, or any of its subsidiaries.

Disclosure is permitted to the extent necessary to comply with law or valid order of a governmental agency, regulatory authority or court of competent jurisdiction; provided that the party making such disclosure shall seek confidential treatment of said information; and as a part of any normal reporting and review procedure with its auditors and its lawyers, or with any outside investor or lender, or with any proposed or actual successor in interest, provided that prior to such discloser the third party shall agree to maintain the confidentiality of such disclosure.

6. Changes to this RFP

At any time, in its sole discretion, the Owner may by written addenda, modify, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date Proposals are due, it will be provided to all parties.

7. Proposal Preparation Costs

The Owner shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Owner and the Proposer.

8. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

9. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Owner. Selection or rejection of a Proposal shall not affect this right.

10. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

11. References

The Owner may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Owner to make such inquiries and authorization to third parties to respond thereto.

12. Most Advantageous Proposal/No Obligation to Award

The Contract will be awarded to the Proposer whose proposal the Owner believes, in its sole discretion, will be the most advantageous to the Owner. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Owner to accept any proposal. The Owner shall not be obligated in any manner whatsoever to any Proposer except by fully executed agreement/contract between the Owner and selected Proposer.

The Owner may use such procedures that it deems appropriate to evaluate such Proposals. The Owner may elect to initiate contract negotiations with one or more

Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Owner.

13. Multiple Contract Awards

The Owner reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Owner's only contractor for such products, work and/or services.

14. Rights of the Owner

(1) The Owner reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all Proposals, to waive defects or irregularities in Proposals received, to seek clarification of Proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Owner's interest. The Owner may, but shall not be obliged to, consider incomplete Proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Owner arising from the contents of this RFP, the receipt of Proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Owner makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Owner shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Owner liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Owner, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Owner liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the Proposals, the Owner may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Owner. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Owner's request unless a shorter or longer time is specified therein.

15. No Personal Liability

Neither the Owner, Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

16. Conflict of Interest

Individual Conflict of Interest: If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict and will upon request submit a mitigation plan addressing that conflict. The Owner reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Owner's determination regarding any questions of conflict of interest shall be final.

In the opinion of the Owner, any Proposer performing construction management, general contracting, design, environmental and/or management services in any capacity for the Owner or other WTC stakeholders/owners responsible for building portions of the WTC site, such as the Lower Manhattan Development Corporation (LMDC), the New York State Department of Transportation (NYSDOT), WTC Net Lessee, has a potential conflict of interest. However, a Proposer who has a business relationship as indicated above, and believes that it can provide a mitigation plan that would address the conflict of interest shall submit such plan for evaluation to the Owner with its Proposal.

It is envisioned and recommended that the following items/concepts be addressed in a proposed mitigation plan where a conflict or the appearance of a conflict of interest may in the future, or does currently exist:

1) A proposed organizational chart/structure/firewall designed to keep staff and resources separate, as specific by project, and to allow for no overlap between team members and resources including, but not limited to: equipment, materials, staffing, laydown areas, and office facilities on said projects.

2) Specific plan(s) intended to maintain the separation and integrity, as specific by project, of the following to include, but not be limited to: confidential and/or privileged information, documents, plans, drawings, estimates and other financial data.

3) Specific plan to maintain proper and independent billing procedure(s) designed to address the avoidance of double and improper billings.

4) Specific plan to educate employees, on all levels, of the importance of said mitigation plan to promote the awareness and importance of mitigation and its roll in preventing fraud, waste, and abuse, and verification of such education/training and individual understanding.

5) Specific plan to internally oversee and/or audit the above-listed plans and procedures to ensure compliance.

6) Specific contingency plan, notification, and approval process for cases where there is a necessary, reasonable, and business related purpose for overlap in and/or sharing of staff members and/or resources.

7) Specific contingency plan addressing a direct or suspected violation of said mitigation plan. All violations must be reported to the Owner, including its Inspector General.

8) The Contractor shall ensure that any subconsultant/subcontractor must cooperate with the Authority's Inspector General and its Integrity Monitor, in auditing the mitigation plan for compliance. This cooperation must include access to all necessary documentation and interviews of employees.

The Owner reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Owner's determination regarding any questions of conflict of interest will be final.

As used herein, "Integrity Monitor" shall mean a private firm hired to assist the Owner's Inspector General in preventing and detecting fraud.

<u>Organizational Conflict of Interest:</u>

(1)The resultant contract to this RFP may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the Agreement may, without some form of restriction on future activities, result in an unfair competitive advantage to the Proposer.

a. The Contractor shall have access to confidential and/or sensitive Owner information in the course of performing this Agreement. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during Agreement performance. The Contractor agrees to protect all such information from disclosure even after Contract expiration or termination unless so authorized, in writing, by the Owner and to

refrain from using such information for any purpose other than that for which it was furnished.

b. To the extent that the Contractor either (i) uses confidential and/or sensitive Owner information or proprietary information obtained from other Owner contractors to develop any form of document, report, or plan that is determined by the Owner to be the basis, in whole or in part, of any subsequent solicitation issued by the Owner or (ii) develops written specifications that are used in any subsequent solicitation issued by the Owner, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Owner provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to complete.

(2) A Proposer, by submitting its proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, agrees not to enter into contractual agreements with Owner prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

(3) If the Owner determines that a Contractor has violated any term of this clause entitled “Organizational Conflict of Interest”, the Owner may take any appropriate action available under the law or regulations to obtain redress including, but not be limited to, requiring the Proposer to terminate any affiliation or contractual arrangement with an Owner prime contractor or first-tier subcontractor at no cost to the Owner, determining the Proposer ineligible to compete for or be awarded any subsequent or “follow-on” contracts that may be based upon the Proposer’s actions under the resultant Contract or violations of this numbered clause, or terminating such contract, in whole or in part.

17. Right to Reject Any and All Firms

Owner shall have sole discretion in evaluating the quality and appropriateness of each proposal and shall have no obligation to select any or all firms for award.

18. M/WBE Subcontracting Provisions

The Owner makes its business opportunities available to Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) and encourages such firms to seek business opportunities with the it. The successful Respondent will use good faith efforts to provide meaningful participation by M/WBEs certified by the Port Authority in purchasing and subcontracting opportunities associated with the Agreement resulting from this solicitation.

Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

_____

(Company)

_____

(Signature)

_____

(Title)

_____

(Date)

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Attachment B – Non-Disclosure Agreement

SEE ATTACHED.

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: _____

Signed: _____

Name: _____

Title: _____

Name of Firm: _____

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation _____ Joint Venture _____

Under the Law of the State of: _____

Legal Address: _____

_____

_____

Telephone: _____

Facsimile: _____

Web: _____

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

Attachment D – Company Profile

The following information should be provided for each member of the Proposer's team:

1. Full Legal Name
2. Number of years in business
3. If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.
4. Primary contractual contact
5. Web page address
6. Financial statements for the three (3) previous years and interim year to date. *The financial information submitted shall remain confidential.*
    a. If your firm has multiple offices, please provide this information for the office from which your firm will be providing the bulk of the services for this project, and the firm as a whole).
    b. Federal tax ID number
    c. Please list three (3) credit references:
        i. Bank Reference
        ii. Name of Bank Reference Contact
        iii. Bank Reference Telephone Number
    d. Submit the following Dunn & Bradstreet Reports for your firm:
        i. Comprehensive Report
        ii. Commercial Credit Scoring Report
    e. Balance Sheet Financials that include the following:
        i. Date of balance sheet
        ii. Retained earnings
        iii. Current assets

iv. Liquid assets
v. Net profit
vi. Assets/Liabilities ratio
vii. Current liabilities
viii. Total debt

Project Team

7. Please provide the resumes of key proposed project personnel. Key resumes would include:
    a. Principals
    b. Executives
    c. Management
    d. Other as required (please enumerate)
8. Please include the following information for each team member:
    e. Number of years employed by the firm.
    f. List of projects completed by this individual and associated project reference(s).
    g. Minimum number of hours per week this individual will be specifically dedicated to this project.
    h. Other projects this individual is scheduled for participation in, from September 2011 through December 2014, as a member of a development team for your firm.
9. If the operator is proposing as a team (consortium) inclusive of designers, architects, and other relevant consultants to deliver a complete Observation Deck design, resumes of key consortium members should be included. Relevant experience, such as projects, key personnel, number of years employed by the firm, etc. should be included as qualifications / references for these firms. It should be noted that New York City expertise and familiarity with local building codes, safety rules and regulations should be taken into account and therefore a New York State licensed Architect of Record and Engineer is suggested.
10. Project Experience and References
11. Please provide a description of at least three (3) comparable venues for which your firm provided development, operations and management services (and design, if Proposer intends to provide such services) in the past five years. A comparable venue would be one which is a high quality attraction within the tourism and leisure industry that attracts a least 500,000 visitors per annum and has an annual operating budget of at least $5 million. Description should include, at a minimum:

a. Venue /attraction Name
b. Project Location
c. Services provided /business structure (did the proposer participate in the development of the venue?)
d. Annual Attendance for the venue/attraction
e. Annual revenue/profit from the venue/attraction
f. Project Opening Date (Month and Year)
g. Current status/involvement
h. References (please include name, title, organization/entity, telephone number and email address)

12. Safety Record for these venues/attractions.
13. Experience in using large volume ticketing systems (including web based, kiosks, etc.)

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

   _____

2. Business Address (to receive mail for this RFP):

   _____

   _____

3. Business Telephone Number:
   _____

4. Business Fax Number:
   _____

5. Firm website:
   _____

6. Federal Employer Identification Number (EIN):
   _____

7. Date (MM/DD/YYYY) Firm was Established: _____/_____/_____

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

   _____

   _____

9. Officer or Principal of Firm and Title:

_____

10. Name, telephone number, and email address of contact for questions:

_____

_____

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? □ Yes □ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

1WTC

OBSERVATION DECK

Core RFP

ARAMARK / Hart Lyman Entertainment, LLC
Cook+Fox Architects | Top of the World NY, LLC | Jack Rouse Associates | dbox

One WTC Observation Deck Development and Management RFP

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COVER LETTER

May 7, 2012
WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

Dear Sirs:

ARAMARK/Hart Lyman Entertainment, LLC, in collaboration with Cook+Fox Architects, Terrapin Bright Green, Van Deusen & Associates, dbox Branding & Creative, Gorton Partners, Jack Rouse Associates, Management Resources, and Top of the World NY, LLC proudly present this proposal for Development and Operator/Manager Services of the Observation Deck at One World Trade Center.

Our proposal has been nearly a decade in the making, a thoughtful process during which we carefully examined every nuance and vetted every assumption to develop a proposal that balances creative ambition with an experienced pragmatism. ARAMARK's valuable experience operating at the original World Trade Center has also nourished a deep understanding of the site's unique challenges…and unique potential.

To ensure the highest standards of excellence, we assembled a collaboration of trusted professionals, leaders in their respective fields that represent every aspect of concept, design, construction, management, marketing, message, talent, and operations. We have taken care to align into a single, cohesive team, a holistic approach in which every facet of the program—creative and practical—springs from a shared vision. Once our proposal is accepted, we will look to immediately bring you, the owners and managers of One World Trade Center, into that collaboration.

The Proposer, ARAMARK/Hart Lyman Entertainment, LLC, is a member-managed Delaware limited liability company. The two members of the Proposer are ARAMARK WTC, LLC, a Delaware limited liability company, and Hart Lyman WTC, LLC, a New York limited liability company. All qualification information for each of the three entities is being submitted with this proposal.

The members of the Proposer will contribute $40M in capital to fund the proposed concepts and will finance the balance of the project budget. Hart Lyman WTC, LLC will contribute $25M in capital to the Project and will have a percentage Membership Interest in the Proposer. ARAMARK WTC, LLC will contribute $15M in capital to the Project and will have a percentage Membership Interest as well as provide management services for the operations pursuant to a management agreement with the Proposer.

We have provided the financial statements for ARAMARK Corporation and the Hart Lyman Companies, which will be providing the capital for the Proposer.

The cumulative impact of our team, efforts and thought-leadership will be extraordinary in the fullest sense: an extraordinary new attraction for the region; an extraordinary and profitable asset for the Owner; and an extraordinary, uplifting tribute to the rebirth of Lower Manhattan and the indomitable spirit of the American people.

We have prepared and waited for this opportunity. We are ready to deliver.

Bruce W. Fears
Officer
ARAMARK/Hart Lyman Entertainment, LLC

Guy W. Hart, Jr.
Officer
ARAMARK/Hart Lyman Entertainment, LLC

2
AGREEMENT ON TERMS OF DISCUSSION

Attachment A - Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

ARAMARK WTC, LLC

Bruce W. Fears

President

May 7, 2012

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One WTC Observation Deck
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Attachment A – Agreement on Terms of Discussion

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Hart Lyman WTC LLC
(Company)

(Signature)

Managing Partner
(Title)

4/24/12
(Date)

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Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

ARAMARK/Hart Lyman Entertainment, LLC

(Company)

(Signature)

Chief Financial Officer

(Title)

4/27/12

(Date)

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3
NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

ARAMARK SPORTS & ENTERTAINMENT, LLC

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this 6th day of February, 2012, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and ARAMARK SPORTS & ENTERTAINMENT, LLC having an office and place of business at 1101 Market Street, Philadelphia, PA, 19107 ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with Observation Deck Development & Management, One World Trade Center (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms**. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) "**Authorized Disclosure**" means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) "**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) "**Port Authority Handbook**" means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) "**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information**. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief**. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority:
[8]
The Port Authority of New York and New Jersey
[9a]
[9b]

with a copy to:
The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient: _____
_____
_____

with a copy to: _____
_____
_____

10. **Entire Agreement**. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound**. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

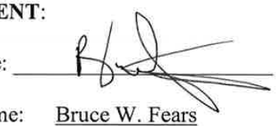
13. **Authority**. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License**. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability**. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient 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.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: Bruce W. Fears

Title: President

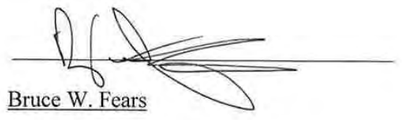
Date: February 6, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Bruce W. Fears ("**Related Party**"), am employed as a(n) President by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Bruce W. Fears

Date: February 6, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Debbie E. Rubin] ("**Related Party**"), am employed as a(n) [Administrative Assistant] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Debbie E Rubin

Print Name: [Debbie E. Rubin]

Date: [February 9, 2012]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Damian H Bridges ("**Related Party**"), am employed as a(n) Vice President of Information Technology by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Damian H Bridges

Date: 02/07/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] (**"Related Party"**), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 6, [2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: David Zerfing

Date: 2/7/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [1], is the [2] of [3], a LIMITED LIABILITY COMPANY (**"Related Party"**), located at [5], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6] in connection with [7] for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated [8a] [8b], [8c], between ARAMARK SPORTS & ENTERTAINMENT, LLC (the **"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: David Zerfing

Date: 2/7/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Eliot Hermanson ("**Related Party**"), am employed as a(n) VPO by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Eliot Hermanson

Print Name: Eliot Hermanson

Date: 2-7-2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dominic Canale ("**Related Party**"), am employed as a(n) District Manager by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: D McCanale

Print Name: Dominic Canale

Date: February 9, 2012]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Jeffrey L. Tushar] ("**Related Party**"), am employed as a(n) [Sr. Vice President, Finance and CFO] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: [Jeffrey Tushar]

Date: [02-06-12]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: [7] Jeffrey P. Cuvan

Date: [8] 04/12/12

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Katherine Levy ("**Related Party**"), am employed as a(n) Business Development Analyst by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Katherine Levy

Date: 02/07/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: [Kim Cook]

Date: [2/12/2012]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Sandy Heilman] ("**Related Party**"), am employed as a(n) [Vice President, Sales and Marketing] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Sandy Heilman

Print Name: [Sandy Heilman]

Date: [February 6, 2012]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Lori Laurita

Print Name: [7] Lori Laurita

Date: [8] 2-10-12.

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] (**"Related Party"**), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 6, [2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Robt D Marshall Jr

Print Name: Robert D. Marshall, Jr.

Date: 2/7/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [1], is the [2] of [3], a LIMITED LIABILITY COMPANY (**"Related Party"**), located at [5], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6] in connection with [7] for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated [8a] [8b], [8c], between ARAMARK SPORTS & ENTERTAINMENT, LLC (the **"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Robt D Marshall Jr

Print Name: Robert D. Marshall, Jr.

Date: 2/7/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Brian Stapleton

Date: 2-9-2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Vanessa Walker

Print Name: Vanessa Walker

Date: February 6, 2012

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: [7] Michael Schneider

Date: [8] 2/9/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Lisa A. Clark

Print Name: [7] Lisa A. Clark

Date: [8] 2/9/12

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Anne Niemiec

Print Name: Anne Niemiec

Date: 2/10/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Richard J. Bayer

Print Name: [7] Richard J. Bayer

Date: [8] 2/9/2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("**Related Party**"), am employed as a(n) [2] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Denise OBrien

Print Name: Denise O'Brien

Date: 2/9/12

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert Concienne] ("**Related Party**"), am employed as a(n) Vice President, Business Development by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: RLC

Print Name: Robert E. Concienne

Date: February 9, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Chris Lake] ("**Related Party**"), am employed as a(n) [Director of Retail] by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: [Chris Lake]

Date: [2/9/2012]

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Caralyn R. Gilotti ("**Related Party**"), am employed as a(n) Director of Strategic Positioning by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Caralyn R. Gilotti

Date: February 9, 2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Andrew Hort ("**Related Party**"), am employed as a(n) Green Earth Enterprise by ARAMARK SPORTS & ENTERTAINMENT, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Andrew Hort

Date: April 20, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Andrew Hort, is the principal of Green Earth Enterprise, a corporation ("**Related Party**"), located at 315 West 36th Street, New York NY 10018, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of printing the booklets in connection with the World Trade Center Observation Deck RFP for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated April 20, 2012, between ARAMARK SPORTS & ENTERTAINMENT, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Andrew Hort

Date: April 20, 2012

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

HART LYMAN COMPANIES LLC

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this 1ST day of February, 2012, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and HART LYMAN COMPANIES LLC having an office and place of business at 7085 Manlius Center Road, East Syracuse, New York 13057 ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms**. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) **"Confidential Privileged Information"** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **"Confidential Proprietary Information"** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **"Confidentiality Control Procedures"** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) **"Information"** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information**. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief**. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority:
Philippe Visser, Director of WTC Redevelopment
The Port Authority of New York and New Jersey
115 Broadway - 19th Floor
New York, NY 10006

with a copy to:
The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient:
Hart Lyman Companies LLC
2085 Manlius Center Road
E. Syracuse, NY 13057
Attn: Guy W. Hart Jr. Managing Partner

with a copy to:
Germain + Germain LLP
314 E. Fayette Street
Syracuse, NY 13202
Attn: Neil Germain, Esq.

10. **Entire Agreement**. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound**. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority**. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License**. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability**. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient 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.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: _____

Print Name: Guy W. Hart, Jr.

Title: Managing Partner

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Guy W. Hart, Jr. ("**Related Party**"), am employed as a(n) Managing Partner by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Guy W. Hart, Jr.

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Guy W. Hart ("**Related Party**"), am employed as a(n) Senior Partner by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Guy W. Hart

Print Name: Guy W. Hart

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Seamus P. Lyman ("**Related Party**"), am employed as a(n) Senior Partner and General Counsel by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Seamus P. Lyman

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David F. Meath ("**Related Party**"), am employed as a(n) Senior Partner by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: David F. Meath

Print Name: David F. Meath

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Susan Poissant ("**Related Party**"), am employed as a(n) Director of Development by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Susan Poissant

Print Name: Susan Poissant

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ronald J. Mucci ("**Related Party**"), am employed as a(n) Chief Financial Officer by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Ronald J. Mucci

Date: February 1, 2012

Port Authority Handbook NDA 062711

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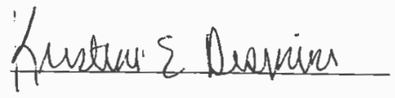
EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kristine E. Desimone ("**Related Party**"), am employed as a(n) Legal Assistant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Kristine E. Desimone

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Stacey Kiner Buckley ("**Related Party**"), am employed as a(n) Director of Acquisitions by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Stacey Kiner Buckley

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Gloria Nash ("**Related Party**"), am employed as a(n) Operations Manager by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Gloria Nash

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Michael Medico, Jr. (**"Related Party"**), am employed as a(n) Facilities Manager by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Michael Medico, Jr.

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Arno Adkins (**"Related Party"**), am employed as a(n) architect by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Arno Adkins

Date: February 3, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ryan Browne (**"Related Party"**), am employed as a(n) Multimedia Communications Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Ryan Browne

Date: February 3, 2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Scott Corey (**"Related Party"**), am employed as a(n) Graphic Communications Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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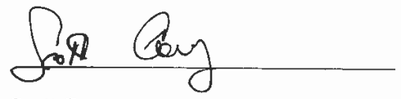
Signed: 

Print Name: Scott Corey

Date: February 3, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert Fox (**"Related Party"**), am employed as a(n) Partner by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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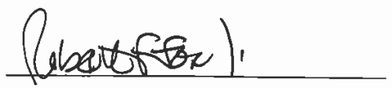
Signed: 

Print Name: Robert F. Fox, Jr.

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Rick Cook (**"Related Party"**), am employed as a(n) Partner by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Rick Cook

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Serge Appel ("**Related Party**"), am employed as a(n) Associate Partner by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Serge Appel

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dan Brammer ("**Related Party**"), am employed as a(n) Associate Partner by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Dan Brammer

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Peter Aaron ("**Related Party**"), am employed as a(n) Associate Partner by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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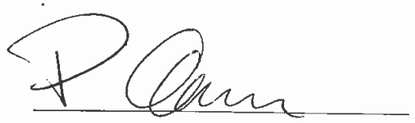
Signed: 

Print Name: Peter Aaron

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Fred Metzger ("**Related Party**"), am employed as a(n) Senior Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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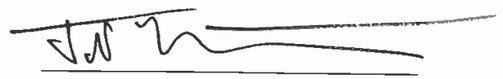
Signed: 

Print Name: Fred Metzger

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Darin Reynolds ("**Related Party**"), am employed as a(n) Senior Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Darin Reynolds

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Mark Rusitzky ("**Related Party**"), am employed as a(n) Senior Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Mark Rusitzky

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Pam Campbell ("**Related Party**"), am employed as a(n) Senior Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that, because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Pamela M. Campbell

Print Name: Pam Campbell

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Arzan Wadia ("**Related Party**"), am employed as a(n) Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that, because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Arzan Wadia

Print Name: Arzan Wadia

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Guido Elgueta ("**Related Party**"), am employed as a(n) Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Guido Elgueta

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Natalia Livian ("**Related Party**"), am employed as a(n) Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Natalia Livian

Date: February 1, 2012

Port Authority Handbook NDA 062711

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Luca Baraldo ("**Related Party**"), am employed as a(n) Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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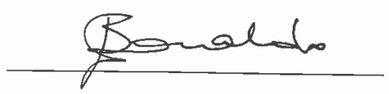
Signed: 

Print Name: Luca Baraldo

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Brandon Specketer ("**Related Party**"), am employed as a(n) Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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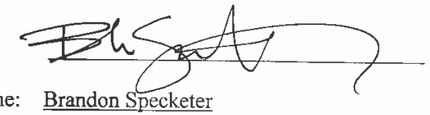
Signed: 

Print Name: Brandon Specketer

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Caroline Karlsen (**"Related Party"**), am employed as a(n) Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: C. Karlsen

Print Name: Caroline Karlsen

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Allison Bobman (**"Related Party"**), am employed as a(n) Communications Associate by Cook+Fox Architects LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: A. Bobman

Print Name: Allison Bobman

Date: February 3, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, William Browning ("**Related Party**"), am employed as a(n) Partner by Terrapin Bright Green LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: W—DB

Print Name: William Browning

Date: February 1, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Robert Fox, is the Partner of Cook+Fox Architects, a limited liability partnership formed in the State of New York ("**Related Party**"), located at 641 Avenue of the Americas, New York, New York 10011, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of architectural design and consulting in connection with the development of floors 100 through 102 and associated support atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between HART LYMAN COMPANIES LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Robert F Fox

Print Name: Robert F. Fox, Jr.

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Chris Garvin (**"Related Party"**), am employed as a(n) Partner by Terrapin Bright Green LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Chris Garvin

Date: February 1, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Chris Garvin, is the Partner of Terrapin Bright Green, a limited liability company formed in the State of Delaware (**"Related Party"**), located at 641 Avenue of the Americas, New York, New York 10011, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of sustainability consulting in connection with the development of floors 100 through 102 and associated support atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between HART LYMAN COMPANIES LLC (the **"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Chris Garvin

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Travis Knop (**"Related Party"**), am employed as a(n) Researcher by Terrapin Bright Green LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Travis Knop

Print Name: Travis Knop

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Catie Ryan (**"Related Party"**), am employed as a(n) Project Manager by Terrapin Bright Green LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Catie Ryan

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Raymond P. Miller ("**Related Party**"), am employed as a(n) Property Unit Manager by Harter Secrest & Emery LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Raymond P. Miller

Print Name: Raymond P. Miller

Date: February 16, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Gary Karl ("**Related Party**"), am employed as a(n) Business Unit Manager by Harter Secrest & Emery LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Gary L. Karl

Print Name: Gary Karl

Date: February 16, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Robinson ("**Related Party**"), am employed as a(n) Chief Conservation Officer by Wildlife Conservation Society. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: John Robinson

Date: February 16, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, John Robinson, is the Chief Conservation Officier of Wildlife Conservation Society, a non-profit organization ("**Related Party**"), located at 2300 Southern Blvd. Bronx, New York 10460, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of visitor experience and exhibit consulting in connection with the development of floors 100 through 102 and associated support atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between HART LYMAN COMPANIES LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: John Robinson, Chief Conservation Officier, Wildlife Conservation Society

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kim Fisher ("**Related Party**"), am employed as a(n) GIS Analyst by Wildlife Conservation Society. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Kim C Fisher

Print Name: Kim Fisher

Date: February 2, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David Robbins ("**Related Party**"), am employed as a(n) IT Consultant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: David Robbins

Date: February 23, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kenneth Lazar ("**Related Party**"), am employed as a(n) Pres. by Lazar Corporate Advisors, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: KENNETH S. LAZAR

Date: 3/29/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, KENNETH LAZAR is the PRES. of LAZAR CORPORATE ADVISORS a NY CORP. ("**Related Party**"), located at 3 BARKER AVE WHITE PLAINS and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of EQUITY CONSULTING in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: KENNETH S. LAZAR

Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, TODD ENGLISH (**"Related Party"**), am employed as a(n) President by TEE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: TODD ENGLISH

Date: 3/29/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, TODD ENGLISH, is the PRESIDENT of TEE, a DE. LLC (**"Related Party"**), located at 201 PARK AVE SOUTH, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of RESTAURANT CONSULTING in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the **"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: TODD ENGLISH

Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Cary Cheret ("**Related Party**"), am employed as a(n) President by Sponsorship Research I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Cary Cheret

Print Name: Cary Cheret

Date: 3/27/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Cary Cheret, is the President of NJ Sponsorship Research., a NJ ("**Related Party**"), located at 215 North Mt Ave, Montclair NJ 07042 and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Sponsorship Services in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Cary Cheret

Print Name: Cary Cheret

Date: 3/27/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jeffrey Duque ("**Related Party**"), am employed as a(n) Consultant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Jeffrey Duque

Date: February 23, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Eugene P. Lawless ("**Related Party**"), am employed as a(n) consultant by Esso International I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Eugene P. Lawless

Date: April 2, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Randall Hiatt ("**Related Party**"), am employed as a(n) consultant by Fessel International I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Randall Hiatt

Print Name: Randall Hiatt

Date: April 2, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Randall Hiatt, is the President of Fessel International, Inc. a California Corporation ("**Related Party**"), located at 3151 Airway Avenue, Costa Mesa, CA 92626, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of RESTAURANTS in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Randall Hiatt

Print Name: Randall Hiatt

Date: April 2, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, DONNA KILLOUGH ("**Related Party**"), am employed as a(n) PRESIDENT by KILLOUGH CONSULTING GROUP, INC dba KILLOUGH OTCASEK I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Donna L Killough

Print Name: DONNA L. KILLOUGH

Date: 4/1/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, DONNA KILLOUGH is the PRESIDENT of KILLOUGH CONSULTING GROUP, INC. dba KILLOUGH OTCASEK a NY CORP. ("**Related Party**"), located at 93 GLENWOOD RD. GLENWOOD LANDING NY 11547, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of MARKETING & SPONSORSHIP in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Donna L Killough

Print Name: DONNA L. KILLOUGH

Date: 4/2/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, KEITH BOMELY ("**Related Party**"), am employed as a(n) PRINCIPAL by JDOX. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: KEITH BOMELY

Date: 4/4/12

Port Authority Handbook NDA 062711

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, KEITH BOMELY, is the A PRINCIPAL of JDOX, a BRANDING AND CREATIVE AGENCY ("**Related Party**"), located at 110 LEROY ST, NEW YORK, NY 10014, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of BRANDING AND CREATIVE SERVICES in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: KEITH BOMELY

Date: 4/4/12

Port Authority Handbook NDA 062711

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Christa Hamilton ("**Related Party**"), am employed as a(n) primer by dlox. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Christa Hamilton

Print Name: Christa Hamilton

Date: 4/4/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, MATTHEW BANNISTER ("**Related Party**"), am employed as a(n) manager by dlox. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: MATTHEW BANNISTER

Date: April 4 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Basak Tan ("**Related Party**"), am employed as a(n) Artist by dbox. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: BASAK TAN

Date: April 4, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JOHNNY PETLEY ("**Related Party**"), am employed as a(n) CREATIVE DIRECTOR by DBOX. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: JOHNNY PETLEY

Date: 4TH APRIL 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Murphy ("**Related Party**"), am employed as a(n) Financing Consultant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: John Murphy

Date: April 16, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Eric W. Sanderson ("**Related Party**"), am employed as a(n) Senior Conservation Ecologist by Wildlife Conservation Society. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with HART LYMAN COMPANIES LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Eric W. Sanderson

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Stanley R. Germain ("**Related Party**"), am employed as a(n) attorney by Germain & Germain, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Stanley R Germain

Print Name: Stanley R. Germain

Date: February 1, 2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert M. Germain ("**Related Party**"), am employed as a(n) attorney by Germain & Germain, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Robert M. Germain

Date: February 1, 2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Neil G. Germain (**"Related Party"**), am employed as a(n) attorney by Germain & Germain, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Neil G. Germain

Date: February 1, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Neil G. Germain, is the attorney and partner of Germain &Germain, LLP, a New York State Limited Liability Partnership (**"Related Party"**), located at 314 East Fayette Street, Syracuse, New York 13202, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of providing legal services to the HART LYMAN COMPANIES LLC in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February1, 2012, between HART LYMAN COMPANIES LLC (the**"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Neil G. Germain

Date: February 1, 2012

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Richard Belkin ("Related Party"), am acting as a consultant to Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated February 1, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of Hart Lyman's relationship with The Port of Authority of New York and New Jersey, both Hart Lyman and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Richard Belkin

Print Name: Richard Belkin

Date: February 1, 2012

{10730070:1}

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Donald Gregory ("Related Party"), am acting as a consultant to Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated February 1, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of Hart Lyman's relationship with The Port of Authority of New York and New Jersey, both Hart Lyman and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Donald Gregory

Print Name: Donald Gregory

Date: February 1, 2012

{10730071:1}

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, James H. Higashi ("**Related Party**"), am employed as a(n) Employee by Management Resources. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: James Higashi

Print Name: James H. Higashi

Date: February 1, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, James H. Higashi, is the Principal of Management Resources, Inc., a California Corporation ("**Related Party**"), located at 210 West Main Street, Suite 201, Tustin, California, 92780, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of operational and capacity planning, business planning and perspective of the operator in connection with development of floors 100 through 102 and associated Support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: James Higashi

Print Name: James H. Higashi

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Francine Young ("**Related Party**"), am employed as a(n) paralegal by Germain & Germain, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Francine Young

Print Name: Francine Young

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Linda D. Simos ("**Related Party**"), am employed as a(n) Employee by Management Resources. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Linda D. Simos

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John M. MacDonald ("**Related Party**"), am employed as a(n) Employee by Management Resources. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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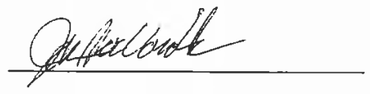
Signed: 

Print Name: John M. MacDonald

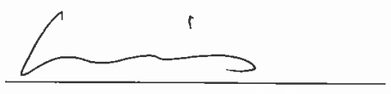
Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Linda D. Simos ("**Related Party**"), am employed as a(n) Employee by Management Resources. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Linda D. Simos

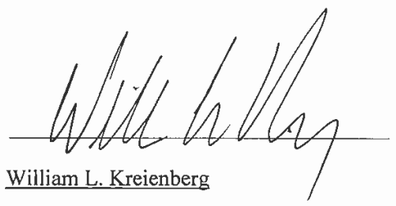
Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, William L. Kreienberg ("**Related Party**"), am employed as a(n) Attorney by Harter Secrest & Emery LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: William L. Kreienberg

Date: February 7, 2012

Port Authority Handbook NDA 062711

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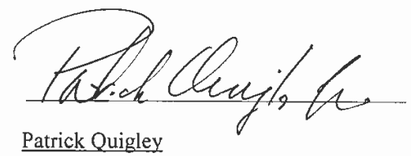
EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Patrick Quigley ("**Related Party**"), am employed as a(n) Attorney by Harter Secrest & Emery LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between HART LYMAN COMPANIES LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Patrick Quigley

Date: February 7, 2012

Port Authority Handbook NDA 062711

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EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Raymond P. Miller, is the Property Unit Manager of Harter Secrest & Emery LLP, a law firm duly formed under the laws of the State of New York ("**Related Party**"), located at 1600 Bausch and Lomb Place, Rochester, New York 14604, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of legal representation and counseling in the field of property law in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Raymond P. Miller

Print Name: Raymond P. Miller

Date: February 7, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Gary Karl, is the Business Unit Manager of Harter Secrest & Emery LLP, a law firm duly formed under the laws of the State of New York ("**Related Party**"), located at 1600 Bausch and Lomb Place, Rochester, New York 14604, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6] in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: G. L. Karl

Print Name: Gary Karl

Date: February 7, 2012

Port Authority Handbook NDA 062711

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Charles Maikish ("**Related Party**"), am employed as a(n) consultant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my ~~employer's~~ relationship with Hart Lyman Companies LLC, ~~both my employer and~~ I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Charles Maikish

Date: February 13, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John A.Van Deusen ("**Related Party**"), am employed as a(n) Founder by VDA (Van Deusen & Associates). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: John A. Van Deusen

Date: 2/10/2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ana Monteagudo ("**Related Party**"), am employed as a(n) Office Manager by VDA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Ana Monteagudo

Print Name: Ana Monteagudo

Date: 2/10/2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, John A. Van Deusen, is the Founder of VDA (Van Deusen & Associates), a "C" Corporation ("**Related Party**"), located at 5 Regent Street, Ste 524, Livingston, NJ 07039, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Elevator Consultants in connection with Development of floors 100-102 and associated support atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: John A. Van Deusen

Date: 2/10/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Gabriel M. Nugent ("**Related Party**"), am ~~employed as~~ a~~(n)~~ Partner ~~by~~ of Hiscock & Barclay, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies, LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Gabriel M. Nugent

Print Name: Gabriel M. Nugent
Hiscock & Barclay, LLP

Date: February 15, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Gabriel M. Nugent, is ~~the~~ a Partner of Hiscock & Barclay, LLP, a Limited Liability Partnership ("**Related Party**"), located at One Park Place, 300 South State Street, Syracuse, New York 13202, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of legal representation and counseling in connection with the development of Floors 100 through 102, and associated support facilities, atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Gabriel M. Nugent

Print Name: Gabriel M. Nugent
Hiscock & Barclay, LLP

Date: February 15, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, TRACY OATS ("**Related Party**"), am employed as a(n) consultant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"). and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: TRACY A. OATS

Date: 18 APRIL 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, TRACY OATS, is the OWNER/SOLE PROPRIETOR of TRACY OATS COMMUNICATIONS a communications consulting practice ("**Related Party**"), located at 140 Riverside Blvd #629 NY NY 10069, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of copywriting in connection with the development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 1, 2012, between Hart Lyman Companies LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: [signature]

Print Name: TRACY A. OATS

Date: 18 APRIL 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Kelepurovski, Jr. ("**Related Party**"), am employed as a(n) Associate by Hiscock & Barclay, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies, LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: John Kelepurovski, Jr.
Hiscock & Barclay, LLP

Date: February 15, 2012

Port Authority Handbook NDA 062711

10

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

GORTON & PARNTERS, LLC

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this 1st day of February, 2012, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and Gorton & Partners, LLC having an office and place of business at 21 West 38th Street, Floor 6, New York, NY 10018 ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with the Observation Deck and Management at One World Trade Center (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms**. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) "**Authorized Disclosure**" means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) "**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) "**Port Authority Handbook**" means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) "**Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) "**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information**. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief**. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority:	Philippe Visser, Director of WTC Redevelopment The Port Authority of New York and New Jersey 115 Broadway, 19th Floor New York, NY 10006
with a copy to:	The Port Authority of New York and New Jersey 225 Park Avenue South - 14th Floor New York, NY 10003 Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO
If to the Recipient:	Gorton & Partners, LLC 21 West 38th St. Fl.6 NY, NY 10018
with a copy to:	

10. **Entire Agreement**. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound**. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority**. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License**. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability**. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient 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.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature:

Print Name: Patrick Muldoon

Title: Managing Member

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Patrick Muldoon ("**Related Party**"), am employed as a(n) Managing Member by Gorton & Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Gorton & Partners, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Patrick Muldoon

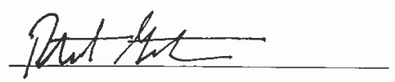
Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert Gorton ("**Related Party**"), am employed as a(n) Managing Member by Gorton & Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Gorton & Partners, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Robert Gorton

Date: February 1, 2012

Port Authority Handbook NDA 062711

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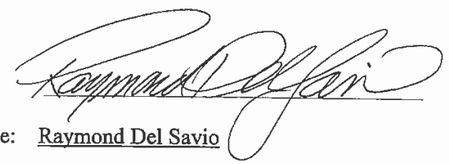
EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Raymond Del Savio ("**Related Party**"), am employed as a(n) Managing Member by Gorton & Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Gorton & Partners, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Raymond Del Savio

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Thomas Rosenberger (**"Related Party"**), am employed as a(n) Senior Project Manager/Vice President by Gorton & Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Gorton & Partners, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Thomas Rosenberger

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Adam L. Barsky (**"Related Party"**), am employed as a(n) Consultant by Hart Lyman Companies LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Hart Lyman Companies LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Hart Lyman Companies LLC, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Adam L. Barsky

Date: February 6, 2012

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

JACK ROUSE ASSOCIATES

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this 1st day of February, 2012, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and JACK ROUSE ASSOCIATES having an office and place of business at 600 Vine Street, Suite 1700, Cincinnati, Ohio 45202 ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with development of floors 100 through 102 and associated support facilities atop One World Trade Center in New York City (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms**. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) **"Confidential Privileged Information"** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **"Confidential Proprietary Information"** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **"Confidentiality Control Procedures"** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) **"Information"** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief**. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority:	Philippe Visser, Director of WTC Redevelopment The Port Authority of New York and New Jersey 115 Broadway - 19th Floor New York, NY 10006 [9a] [9b]
with a copy to:	The Port Authority of New York and New Jersey 225 Park Avenue South - 14th Floor New York, NY 10003 Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO
If to the Recipient:	Jack Rouse Associates 600 Vine Street, Suite 1700 Cincinnati, Ohio 45202
with a copy to:	

10. **Entire Agreement**. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound**. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority**. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License**. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability**. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient 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.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: _____

Print Name: Dan Schultz

Title: Chief Operating Officer

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dan Schultz (**"Related Party"**), am employed as a(n) Chief Operating Officer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Jack Rouse Associates (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Dan Schultz

Date: 2/1/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jack Rouse (“**Related Party**”), am employed as a(n) Writer/Founder by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated February 1, 2012 (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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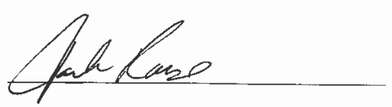
Signed: 

Print Name: Jack Rouse

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Colin Cronin (“**Related Party**”), am employed as a(n) Designer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated February 1, 2012 (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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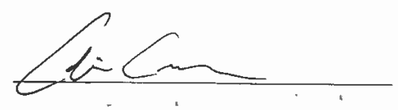
Signed: 

Print Name: Colin Cronin

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Anita Daugherty ("**Related Party**"), am employed as a(n) Media Producer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Anita Daugherty

Print Name: Anita Daugherty

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Brian Donahue ("**Related Party**"), am employed as a(n) Senior Project Director by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Brian Donahue

Print Name: Brian Donahue

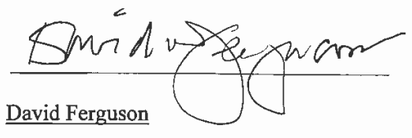
Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David Ferguson (“**Related Party**”), am employed as a(n) Art Director by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated February 1, 2012 (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: David Ferguson

Date: February 1, 2012

Port Authority Handbook NDA 062711

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EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Pam Ford (“**Related Party**”), am employed as a(n) Media Coordinator by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated February 1, 2012 (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Pam Ford

Date: February 1, 2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jason Hedges ("**Related Party**"), am employed as a(n) Project Manager by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Jason Hedges

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Harry Keith James ("**Related Party**"), am employed as a(n) Chief Executive Officer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 1, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Harry Keith James

Date: February 1, 2012

Port Authority Handbook NDA 062711

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Teresa Johns (**"Related Party"**), am employed as a(n) Designer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Teresa Johns

Print Name: Teresa Johns

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Bjorn Kemper (**"Related Party"**), am employed as a(n) Senior Designer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Bjorn Kemper

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jeff Lichtenberg (**"Related Party"**), am employed as a(n) Senior Designer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Jeff Lichtenberg

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Shawn McCoy (**"Related Party"**), am employed as a(n) Vice President by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Shawn McCoy

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Nagel (**"Related Party"**), am employed as a(n) Senior Project Designer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: John Nagel

Print Name: John Nagel

Date: February 1, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Scot Ross (**"Related Party"**), am employed as a(n) Senior Designer by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Scot Ross

Date: February 1, 2012

Port Authority Handbook NDA 062711

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Randy Smith (**"Related Party"**), am employed as a(n) Senior Project Director by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Randy Smith

Date: February 1, 2012

Port Authority Handbook NDA 062711

10

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Heather Witt (**"Related Party"**), am employed as a(n) Senior Project Manager by Jack Rouse Associates. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between JACK ROUSE ASSOCIATES (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 1, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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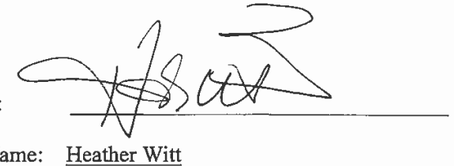
Signed: 

Print Name: Heather Witt

Date: February 1, 2012

Port Authority Handbook NDA 062711

10

4
CERTIFICATION OF INFORMATION

Attachment C - Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: 4/25/12

Signed: Bruce W Fears

Name:

Title: President

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
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- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: 4/24/12

Signed:

Name: Guy W. Hart, Jr.

Title: Managing Partner

Name of Firm: Hart Lyman WTC LLC

Organized as a (mark one): Proprietorship ____ Partnership X
Corporation ____ Joint Venture ____

Under the Law of the State of: New York

Legal Address: 7085 Manlius Center Road
East Syracuse, NY 13057

Telephone: (315) 671-1500

Facsimile: (315) 671-1501

Web: www.hlcos.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

Guy W. Hart, Partner

Guy W. Hart, Jr., Partner

Seamus P. Lyman, Partner

David F. Meath, Partner

Adam Barsky, Partner

Donald Gregory, Partner

Richard Belkin, Partner

Charles Maikish, Partner

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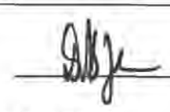
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: 4/27/12

Signed: 

Name: David Zerfing

Title: Chief Financial Officer

Name of Firm: ARAMARK/Hart Lyman Entertainment, LLC

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation X Joint Venture _____

Under the Law of the State of: Delaware

Legal Address: 1101 Market Street

Philadelphia, PA 19107

Telephone: (215) 238-3000

Facsimile: (215) 409-7940

Web: www.aramark.com / www.hlcos.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

5 EXECUTIVE SUMMARY

The truly rare opportunities, those that are important and special, offer a chance to create a legacy. The next generation and the ones after that, get to experience the results of a vision delivered into reality. The Observation Deck at One World Trade Center is *that* opportunity.

5 EXECUTIVE SUMMARY

The truly rare opportunities, those that are important and special, offer a chance to create a legacy. The next generation and the ones after that, get to experience the results of a vision delivered into reality. The Observation Deck at One World Trade Center is *that* opportunity.

Most wait around their whole lives for *that* opportunity. ARAMARK/Hart Lyman Entertainment, LLC has not been waiting around for *an* opportunity, we've been preparing for *this* opportunity! An opportunity to…

Honor and enthrall the people of New York and New Jersey.

Inspire and celebrate the resilience of a broader American public.

Engage and educate an interested global community.

Collaborate and create with highly talented people.

And most of all…

To create a legacy, an uplifting experience that surpasses anything currently on the horizon...

This project also represents a precious opportunity to give back to the city by creating an urban asset unlike any other—an example of responsible development to delight the eye and ignite the imagination while paying tribute to the resilient spirit symbolized by the rebirth of the site.

Thoughtful

Our proposal has been nearly a decade in the making, a thoughtful process during which we carefully examined every nuance and vetted every assumption to develop a proposal that balances creative ambition with an experienced pragmatism. ARAMARK's valuable experience operating at the original World Trade Center has also nourished a deep understanding of the site's unique challenges…and unique potential.

To ensure the highest standards of excellence, we assembled a collaboration of trusted professionals, leaders in their respective fields that represent every aspect of concept, design, construction, management, marketing, message, talent, and operations. We have taken care to align into a single, cohesive culinary and operations team, a holistic approach in which every facet of the program—creative and practical—springs from a shared vision. Once our proposal is accepted, we will look to immediately bring you, the Owner and Managers of One World Trade Center, into that collaboration.

Respectful

One World Trade Center is unlike any other site. We are mindful of its special resonance. The experiences and concepts woven into our program reflect the inspiring, unquenchable spirit embodied in the rebirth of Lower Manhattan, exploring the vitality and creativity of a dynamic city that is continually renewing itself. Working with the Wildlife Conservation Society and its exciting *Mannahatta Project*, we will explore how New Yorkers have for centuries transformed both the natural environment and the built environment, and will invite guests to imagine how New York might reshape the future.

Respect for the site also informs our attitude toward the building, its infrastructure, security needs, and tenants. Our construction plans minimize impact on building resources; our operating plans reduce elevator, loading dock, and systems use; our rigorous security protocols will be coordinated with the NYPD and building security; and our design and material choices reflect profound respect for the environment and the well-being of guests.

Successful

Our creative concept invites guests to walk among the clouds, but our business model has its feet very much on the ground. We are developing a brand identity that will distinguish the Observation Deck as a unique and distinctive venue. ARAMARK and the Hart Lyman Companies have assembled a financial approach to fund more than $120 million in guest service amenities, as well as a commission/rent structure that assures the Owner and managers of One World Trade Center a substantial financial payout to continue to fund its vision for the future.

This is combined with a tiered commission as a percentage of rent that, based on annual visitation of 3.6 million guests, generates in excess of $50 million in annual income to the Owner. If visitation exceeds 3.6 million, the Owner will participate in the upside.

Because the partnership is so critical to our shared success, we have created a comprehensive financial and performance package that allows the Owner and ARAMARK/Hart Lyman Entertainment, LLC to share in the substantial upside that results from our collaboration.

Sustainable

The concept of responsible resource use is not simply an addition to our program. It is a core value that is lived out in everything from lighting design and mechanical systems to water use in restrooms, healthy food choices at kiosks, composting in the Event/Restaurant Space and rigorous protocols for transporting everything from cleaning supplies to retail merchandise.

This stewardship and sustainability message is woven through our exhibition ideas as well, from the *Mannahatta Project*, which uncovers the region's natural history, to New York's role as a pioneer of sustainable development, as well as the vista from the Observation Deck itself, which invites guests to see the entire region from a new, unified, holistic perspective.

Extraordinary

The view from atop One World Trade Center will be spectacular. Our approach will frame, enhance, and enrich that stunning panorama, not compete with it.

The proposed design will create an environment unlike any other on Earth. In fact, it will seem not to be on Earth: soft, edgeless, ephemeral spaces inspired by nature—spaces that erase barriers between the Observation Deck and the sky and invite visitors to walk among the clouds. Windows will be unobstructed. Displays, interactives, and architecture will be knit together organically so that the entire space becomes an immersive, intriguing, whole, rich with experiences that offer guests a rewarding, uplifting, transformative visit on a crystal clear night, a gorgeous spring afternoon, or a drizzly November morning.

The cumulative impact of these varied elements and efforts will be extraordinary in the fullest sense: an extraordinary new attraction for the region; an extraordinary and profitable asset for the Owner; and an extraordinary, uplifting tribute to the rebirth of Lower Manhattan and the indomitable spirit of the American people.

We have prepared and waited for this opportunity.
We are ready to deliver.

Values that align…a shared vision…a passion for the environment…a respect for what has come before…a commitment to improve the future

ARAMARK/Hart Lyman Entertainment, LLC

6
BACKGROUND QUALIFICATION QUESTIONNAIRE

7
CONCEPT, BUSINESS PLAN AND FINANCIAL PROPOSAL FOR THE VENUE

"Make no little plans. They have no magic to stir men's blood and probably will not themselves be realized."

Daniel Hudson Burnham, Architect and Urban Planner

7A-1 BUSINESS CONCEPT

A visit to the Observation Deck does not begin when the elevator doors open to the 102nd floor or when visitors arrive at the Lower Level. The visit begins in homes and in hotels, in conversations with friends or in a glimpse of the city from an arriving plane. In short, the experience begins wherever it is that people make the decision to visit the Observation Deck. When imagination takes flight, when expectations begin to form, when anticipation starts to generate enthusiasm and excitement is when the visit begins.

This timeline informs our business concept for the venue, presenting both splendid opportunities and noteworthy challenges. It means that when choreographing a visit we must take into account the emotions and presumptions that visitors will bring with them. We must satisfy their preconceived expectations even as we continually surprise them. We must sustain, indeed bolster, guests' eagerness, ensuring that their enthusiasm doesn't flag while they navigate subways, escalators, ticketing, security checks, and elevator queues. The segue from street to sky must be seamless—not simply a necessary prelude to the Observation Deck, but an integral and rewarding part of the experience.

Our understanding of the guest's expectations and emotions shapes our holistic approach to the architecture, traffic flow, messaging, and operations. All are part of the adventure. From arrival through departure, from enjoying the view to enjoying a snack, from peering through telescopes to purchasing souvenirs, every piece of the visit is interconnected. We recognize that visitors must see their time at One World Trade Center as a single, integrated experience.

Business Concept: Key Principles

Our vision for the Observation Deck as a world-class venue and a successful venture rests on five fundamental, powerful, and interrelated concepts:

Expectations: Give guests what they came for—the spectacular view—in a way that enhances, enlivens, interprets, and dramatizes the panorama without distracting from it.

Enrichment: Delight guests with unexpected opportunities to look, learn, probe, play, marvel, and discover, crafting a range of experiences above and beyond what they anticipate.

Expansion: Provide amenities and surroundings that will enrich each guest's enjoyment, including: retail, food service, engaging and stimulating experiences, and an invigorating, healthful, memorable environment.

Impact: Design and create an unparalleled space for special events; a facility that lives up to the significance of the building, remains flexible, yet is a destination unto itself.

Experience: Make sustainability and environmental awareness integral to the fabric of the facility—not simply in its design, construction, and operation, but also in the themes of urban innovation presented in displays as well as the concepts of biophilia and connections to the natural world that will be embodied by the spaces we create, and that we will explore through exhibits, film, and commissioned art.

To realize these objectives, we have assembled a closely coordinated alliance of design, engineering, construction, programming, and operations professionals. This team's extraordinary expertise and breadth of experience enables us to combine exhilarating creativity with savvy practicality and a meticulous attention to management detail in order to fashion a unique and successful destination. The foundation of our business concept, however, rests on crafting an engaging, memorable, rewarding guest experience. Word of mouth is among the most effective (as well as cost-effective) marketing tools, and a satisfied guest is unquestionably the key to achieving a successful venture.

Guest Experience

A visit to the Observation Deck spans several floors. Each floor is distinct, yet all are tightly linked by a shared aesthetic and thematic approach. These unifying threads enable us to create a varied and richly textured yet cohesive experience.

Chief among the common themes woven throughout the venue are the principles of biophilia, the concept of fashioning spaces that reflect natural forms and networks to enhance the bonds between people and the living environment. In addition, our proposal also looks to the pioneering *Mannahatta Project* and *Mannahatta 2409 Project*, which are crafting new understandings of how this region appeared 400 years ago and how it might appear four centuries from now. We also seek to capture the imagination of people the world over by celebrating the resilience of the city and the nation; the indefatigable can-do spirit exemplified by the rebirth of this extraordinary site in Lower Manhattan.

These and other ideas will mold the guest experience. They are the foundation of our business proposition for creating a unique, high-performance, sustainable, and successful endeavor.

The overview that follows catalogues the specific areas included in an Observation Deck visit. Merely listing the sequence of spaces and the role of each barely hints at the depth and variety of sights, environments, and ideas that visitors will encounter. For a full exploration of the creative vision, themes, interactives, and messaging, see the **Design Concept** (7A-2).

Overview

The Observation Deck program spans inspiring spaces, astonishing vistas, engaging activities, and world class facilities on five floors:

Ground Floor: providing access to the B2 Lower Lobby Level

B2 Lower Lobby Level: the formal gateway to the Observation Deck experience, featuring ticketing, retail and food service, security, a preshow experience, and access to elevators

B2 Lower Lobby Level Annex [outside the base scope, to be negotiated separately]: if available, can hold an optional 4-D theater experience as well as secondary staffed ticketing windows

Level 102: unveiling the Observation Deck as well as presenting a range of experiences, environments, exhibits, and viewing opportunities

Level 101: devoted to a signature restaurant/bar/event venue featuring a celebrity chef. We are currently in talks with Todd English, Dan Barber, and Drew Nieporent.

Level 100: offering diverse displays and interactives as well as retail and prepackaged food and beverages while continuing to highlight and frame the unique view

Event/Restaurant Space

A special occasion demands a special location, and few locations will be as special as the upper floors of One World Trade Center. The event/restaurant space designed for Level 101, inspired by legendary New York retreats such as the Cloud Club and Rainbow Room, offers an incomparable setting for private receptions, parties, and other functions—a one-of-a-kind space that will join the city's most sought-after venues.

Developed in close collaboration with Todd English, most of the floor can serve as a place for public/private dining, receptions and private gatherings. Celebrity Chefs Todd English, Dan Barber, and Drew Nieporent have been approached regarding their involvement with the event/restaurant space; it is the intention of ARAMARK/Hart Lyman Entertainment, LLC to meet with the

Owner after contract award to collaborate on the best use of the 101st floor space. Its east side will remain open, with spectacular views across the Financial District and Brooklyn, sweeping north toward the Empire State Building, Chrysler Building, and Queens. The area to the west of the core will be dedicated to full-service food and beverage preparation and storage.

As currently envisioned, the space will be able to host 200 people for a seated event, and up to 400 for a reception or buffet. With its own kitchen and equipment, and sheltered from the rest of the Observation Deck, the event space can operate any time of day or night without affecting the areas above and below. The circulation ramp linking floors 100 and 102 passes through this level, however, offering opportunities for access from the Event Space to the Observation Deck. When appropriate, event packages can include admission to the facilities above and below.

Food & Beverage Service

In addition to the public/private dining space and entertaining options in the Event/Restaurant Space, our Business Concept recognizes the importance of enabling every guest an opportunity to purchase food and beverages before, during, and after a visit. It is an essential guest amenity, a building block of visitor satisfaction and of a successful enterprise.

All food and beverage service at the site will share certain elements in common. It will offer selections to meet the needs of the broadest possible audience and do so in ways that reflect our focus on sustainability and responsible stewardship. To the extent possible we will favor local market selections that strengthen connections between guests and the region—as well as providing healthy options. Food and beverages will be branded or packaged with a logo and design identity that reflect and reinforce the quality and distinctiveness of the venue.

Beyond these shared approaches, each of the three areas that provide food and beverage service will have its own particular needs, setting, and solutions.

B2 Lower Lobby Level
Snack and beverage service—outside the secure, ticketed area, and thus available to the general public—will operate from a concession stand and share space with the retail kiosks. The menu of prepackaged foods and drinks will favor signature New York selections and, as elsewhere, emphasize locally produced options and healthy choices that complement our sustainability message and community support.

Level 101
The Event/Restaurant Space on the 101st floor, as described previously, is designed for catered events, receptions, and private parties. Its design reflects that program, with a self-contained kitchen operation, its own preparation and service equipment, as well as an on-site composting unit—all of which can reduce elevator use by limiting the amount of material brought in and out. [More detailed descriptions of the concept, design approach, and operations of this space are included in the **Design Concept section** (7A-2) and the **Management Approach section** (9A).]

Level 100
As on the B2 Lower Lobby Level, food and beverage service on the 100th floor will share the space with retail. To reduce any impact on traffic flow through the Observation Deck, it will feature modular units that can be repositioned as needed to accommodate different crowd levels on different days, times, or seasons, or that can be stored out of the way. As in the B2 Lower Lobby Level, we will offer prepackaged options branded with the World Trade Center logo and focusing on local market, organic, healthy selections.

Retail

For many guests, visiting One World Trade Center may be a once in a lifetime and emotionally resonant experience that they will want to remember with a memento. Other guests may simply enjoy a keepsake of a fun outing to an extraordinary place. The retail shop, immediately to the right as guests enter the Lower Lobby on B2, is designed to meet those varied needs.

The shop's footprint will be defined by a curved overhead soffit, which provides visitors with a visual cue to its location while also creating a more intimate, welcoming scale within the monumental Lobby. The soft line of the dropped soffit contrasts with the extremely rectilinear architecture of the building, signaling a more organic environment for the shop below. Additionally, the soffit will house the off-hours security system.

The retail area itself will be designed to complement the visitor experience with a setting that is inviting, open, and easy to use. Lacking walls, the multiple points of entry will create a "marketplace" environment that energizes the space. A clear, crisp aesthetic and lack of clutter will complement this welcoming atmosphere, while lower height merchandise fixtures at the edge of the shop will provide clear sight lines to the higher perimeter wall fixtures beyond, encouraging exploration.

The minimal yet warm interior will serve as a metaphor for the natural experience of the biophilic and Mannahatta storylines elsewhere in the Observation Deck. An interplay of simple and natural materials will make the store feel cool, new, and fresh, and will reinforce the message of sustainability. We will incorporate green materials such as warm woods from FSC certified lumber yards, recycled glass, and low-VOC stains and finishes throughout the store on perimeter walls and display fixtures, and will print graphics on recycled cardboard with eco-friendly ink.

Feature displays based on interpretive themes will help drive circulation, while centralized cash/wraps and queues will make visitor navigation intuitive. In addition to stationary cash/wrap positions, clerks with hand-held point-of-sale scanners will ease congestion while providing both a sense of service and security. Aisles will be generous, meeting ADA requirements, and cash desks will feature easily accessible transaction ledges to accommodate wheelchair guests.

Where the ceiling is open to the floor above, a video wall with a live-camera feed from the Observation Deck will provide a glimpse of the excitement above, encouraging guests to make the trip up.

In stocking the store, it will be important to remember that the Observation Deck experience speaks to people's dreams and aspirations, and that the store needs to echo this spirit. The shop will feature distinctive and high-quality gifts inspired by a unique monument, as well as a variety of best-selling souvenirs at a variety of price points.

Retail kiosks on the 100th floor will pull from the same design vocabulary established in the Lower Lobby. We will use modular, flexible fixtures to integrate retail and traffic flow, with the ability for it to expand and contract as needed. We will present products in an open, barrier-free environment on fixtures built with high-quality sustainable materials that provide a sense of permanence and overall design quality.

The merchandising experience will include:

Apparel with custom logo design, including tote bags, denim jackets, hats and other items in varied sizes

Toys, games, and puzzles, including custom NYC and World Trade Center items

Food, snacks, and candy, emphasizing locally produced and healthy choices

Souvenirs, such as branded pens, pencils, key chains, pins, magnets, mugs, water bottles, souvenir plates, banks, souvenir jewelry, and postcards

Non-logo gifts, including handmade crafted jewelry, pottery, glass, small travel items, higher end pens, and small business leather goods

Swarovski crystal replicas of tall ships, NYC buildings, including One World Trade Center, the Empire State Building, the Statue of Liberty, and Ellis Island

Books and publications related to One World Trade Center, New York, local artists, chefs, restaurants, history, and natural history

Christmas and holiday ornaments, including commemorative and handcrafted designer ornaments connected to One World Trade Center and New York City

For many guests, visiting the World Trade Center may be a once in a lifetime and emotionally resonant experience that they want to remember.

7A-2 DESIGN CONCEPT

Change is the lifeblood of New York. The city is forever being reinvented, renewed, refreshed, and revitalized. Impatient with "what is", New Yorkers continually reach for new visions of "what might be", reimagining their surroundings. That restless spirit is in large measure what gives the city its unique dynamism. It is the driving force that has transformed New York's landscape in different eras—and continues to reshape it.

This creative energy, this eagerness to remake the urban environment and see the world in new ways, guides our approach to the One World Trade Center Observation Deck. We will embrace this spirit in a literal way, inviting the public to encounter the city from a unique vantage and see it from exciting, thought-provoking perspectives. We will evoke this vision in a visceral way, creating an incomparable platform that transports people emotionally as well as physically. We will touch on it in a thoughtful way, crafting environments and experiences that explore both New York's past and its future, as well as the dynamic relationships uniting people and their surroundings. We will conjure that spirit in an uplifting way, asking guests to join us as responsible stewards of the environment and challenging them to think about how New York City, an irrepressible pioneer in sustainable urban planning, will continue to innovate and change.

To realize these ambitious goals, our first task will be to engage and entertain the public, but it also is our aim to invigorate and inspire; to create both a memorable experience and a lasting impression. We seek to capture, embody, and amplify the energy and vitality that course through New York City and to generate a sense of wonder and excitement that will make the Observation Deck a must-see stop on every tourist's—and resident's—itinerary.

By creating environments that erase boundaries between the interior and exterior, between the building and the clouds, the design will nurture a new perspective on the city and its surroundings.

Design Concept: Key Ideas

Our design approach is animated by several key concepts that are woven throughout. These core ideas help to unify the diverse aspects of the experience, from the architecture and activities to food service and operations—they provide a coherent approach and sensibility, giving the site a distinct and consistent character and tone.

Foremost among these key ideas is the notion of seeing New York as it's never been seen. That idea of course is inherent in an observation deck 1,270 feet up, but our scope is broader than the view. We will encourage people to look at—and connect—*all* the spaces they inhabit. By creating environments that erase boundaries between the interior and exterior, between the building and the clouds, the design will nurture a new perspective on the city and its surroundings. From this vantage point, guests will see the larger connections that bind our urban, biological, and geological environments, the complex, interwoven tapestry of natural and human networks.

These concepts dovetail with our biophilic design approach that reconnect people with nature, bringing the living environment into the built environment. We will achieve this objective through the spaces we create, incorporating natural light and materials, fresh air, and organic forms that entice people with places of prospect and refuge, and we will do it literally by including living plants.

Equally central to the design concept, and allied with our biophilic design principles, is the idea of environmental responsibility that will be woven throughout. This, and our intent to pursue a LEED Platinum Certification for Commercial Interiors, will shape the materials and construction techniques we use, the systems we develop, and the procedures we plan for food service and waste handling. Environmental responsibility is not simply a part of our program; it is a part of who we are. It stands at the core of how we will operate.

In addition, we will also highlight the theme of sustainability in the experiences we develop and information we present, perhaps most notably in explorations of New York's future as a sustainable city. Expanding on the idea of seeing New York from new perspectives, and recognizing our connections to the environment around us, we will invite guests to look back in time and forward to the future. We will weave into the Observation Deck ideas based on and inspired by the groundbreaking work of Dr. Eric Sanderson and the Wildlife Conservation Society's *Mannahatta Project*, which explores the evolution of the city over the last four centuries from a landscape of wooded hills and beaver dams into a metropolis of asphalt streets and water mains—yet with a surprising wealth of green spaces, wildlife, and often unheralded natural connections that still endure. We will also tie in Dr. Sanderson's ongoing *Mannahatta 2409 Project*, which looks ahead to the future of the city.

As guests journey from the B2 Lower Lobby Level to the Observation Deck, they will encounter the wondrous view they came to see, as well as a range of engaging experiences, stimulating ideas, and captivating sights they never imagined.

The Facilities and Amenities overview that follows quickly summarizes the sequence of spaces, touching on the design intent, square footage, and building system upgrades associated with each. The Visitor Walkthrough that follows provides rich details of the architectural program, describing the look and feel of each space, plus the programmatic elements that guests will discover as they travel through the Observation Deck.

Facilities and Amenities

Progressing area by area, the sequence of spaces guests will encounter includes:

Ground Floor Lobby

This public space will feature four (4) self-service ticketing kiosks. The design plan maintains existing elevators, stairs, and escalators to provide access to the B2 Lower Lobby Level below, from which guests will access the Observation Deck. Materials and finishes at this level will match the overall base building lobby palette.

Subtle theming and graphics in the Lobby will begin to introduce guests in the greater story.

Lower Lobby and Retail - B2 Level

The B2 Lower Lobby Level will offer self-serve ticketing kiosks, retail, security, and elevator access to the Observation Deck. As in the Ground Floor Lobby, materials and finishes will match those of the overall base building lobby palette. (There are 21,585 usable square feet; 1,785 sf allocated for security, administration and back of house.)

Subtle theming and graphics will begin immersing guests in the narrative. Program elements, developed in collaboration with the architects, operations consultants, and the exhibition design team include:

Dedicated retail space (2,430 sf)

Retail back of house/storage (800 sf)

Queuing to serve nine (9) security stations (magnetometer, trace-detection, and x-ray scanning for bags and parcels) for which we will engage the base building security consultant, each served by two (2) employees:

a) Seven (7) general admission security screening stations
b) Two (2) "Fast Pass" VIP and employee screening stations leading to a dedicated security line for the elevators

Two (2) secondary security screening rooms

Secure employee access and check-in room with administrative office and back-of-house space

Pre-Show/Elevator queuing, including a green screen “photo-op” activity, as well as media and informational displays

After clearing security, guests will enter the queue for the Observation Deck elevators. This passageway also functions as a simple pre-show, including an opportunity to create a one-of-a-kind photo memento. Five passenger elevators will whisk visitors to the Observation Deck on Level 102, stopping afterwards at the 100th floor to take departing guests back to the B2 Lower Lobby Level. Elevator interiors will incorporate specialized audio, visual, and dynamic lighting panels linked to exterior sensors to create a unique experience.

Potentially (if agreeable to building management and fully coordinated with building operations and security), elevators could also provide direct access from the Ground Floor Lobby to the 101st Floor for special events.

B2 Lower Lobby Level Annex (Optional)

Outside of the base scope, and pursuant to negotiations with the Owners to secure the space, the B2 Lower Lobby Level Annex (5,310 total gsf) will feature a 4-D Theater seating 56 guests per showing. This presentation will be an optional add-on purchase, either part of a pre- or post-visit experience or purchased as a stand-alone attraction ticketed separately. The Annex also includes four point-of-sale assisted ticketing windows and queuing space, pre-show queuing space, and associated back-of-house storage (~1,230 gsf).

If leasing of this retail space is not possible, these functions (excluding the 4-D Theater) will be incorporated into the B2 Lower Lobby Level.

Observation Deck — Level 102

An ambitious design and architectural program is envisioned for the first Observation Deck and Exhibit Level (15,180 Usable Square Feet). Developed in close collaboration with the exhibition design team, it includes:

Removing a portion of the slab and structure at the western corner of the building (on the 102nd and 101st floor) with the understanding that additional structural reinforcement will need to be provided at the existing columns to create an estimated 2,880 sf of open area. We intend to engage the base building structural engineers as part of our consultant team.

Adding a cantilevered circulation ramp, supported at the reinforced exterior structure, which will connect the 102nd, 101st, and 100th floors.

Installing a raised floor system with new, integrated mechanical/electrical/plumbing, as well as audio capabilities, environmentally responsive lighting, and thematic flooring elements. We intend to engage the base building mechanical engineers as part of our consultant team with the goal that all systems will utilize and be coordinated with the installed base building systems to the greatest extent possible.

Installing lightweight framing armature throughout the Observation Deck floors to support curved partition systems and ceiling systems that incorporate integrated exhibit/information display and lighting.

Installing custom designed exhibition elements, including:

a) Interactive informational kiosks
b) Digital telescopes
c) Digital information panels
d) The immersive “Mannahatta” exhibit
e) The “One World Trade Center” building exhibit
f) Virtual Guestbook stations
g) The interactive “Neighborhoods of NYC” and other displays

Materials will include translucent and opaque surfacing materials that are durable, include high recycled content where appropriate, and meet or exceed LEED requirements for low- or no-VOC content.

Event/Restaurant Space — Level 101

The 101st floor is designed for memorable events, drawing inspiration from legendary retreats such as the Cloud Club and the Rainbow Room.

The Event/Restaurant level will be developed in close collaboration with a celebrity chef. The current concept was developed with detailed input from Toddd English. If awarded, the 15,450 sf venue will be developed with the selected celebrity chef. We are currently in talks with Todd English, Dan Barber, and Drew Nieporent. The venue for the event and dining functions includes:

Infilling structural openings at the perimeter of the north, south, and east corners

Removing the escalators and the escalator trusses

Arrival and pre-function area to support the Event/Restaurant Space

Table/chair/bar storage

Back-of-house liquor, beverage, and food storage

Full service food preparation and production

Full service plating, beverage preparation, and washing

Dry and refrigerated trash storage

Onsite composting

Most of the floor will be dedicated to a venue for receptions and private gatherings. The east side of the floor remains open, maintaining views across the Financial District, Brooklyn, and vistas sweeping north towards the Empire State Building, the Chrysler Building, and beyond to Queens. The area to the west of the core is dedicated to full service food and beverage preparation and storage. (The floor includes 15,450 Usable Square Feet; 3,065 sf is allocated to the slab opening and circulation ramp described previously.)

The food preparation and storage functions will require installation of new electrical feeders, mechanical equipment, associated KX/KV risers and ductwork, and dining area ventilation and HAC. Our intent is that new mechanical work will utilize and be coordinated with the installed base building systems to the greatest extent possible.

The primary circulation ramp is the focal point of the west side of the 101st Floor. While 250 guests will be able to experience a fashion event, wedding reception, or other gathering, 1,200 to 1,400 Observation Deck guests can simultaneously view a panorama that extends from the Statue of Liberty north up the Hudson River.

Retail and Observation Deck — Level 100

The dramatic, sculptural ramp will bring guests to the final level of the Observation Deck experience. The 100th Floor will function as a retail and viewing floor (~22,720 gsf allocated for observation, retail and retail back-of-house areas). It will combine extensive viewing opportunities with exhibits and interactive displays that focus on the theme of sustainability in New York City. Continuing counter-clockwise around the core, guests will encounter unobtrusive retail kiosks and stands integrated into the visitor experience. Design elements include:

A bryophyte “living wall” system with embedded graphics and video display

“Parks of NYC” and “Sustainable New York” exhibits

Retail kiosks and storage

“Infinity Deck” interactive pylons

Interactive informational kiosks

Digital telescopes

An interactive art wall installation

Virtual “shared” Observation Deck

Elevator experience with visual and audio effects

Views from Observation Deck windows animated by lenticular application

"Mannahatta" room with advanced video projection/audio

One World Trade Center building exhibit

An effective attraction delivers what people came for, but a great one gives them what they never imagined.

iPhone/iPad app that uses augmented reality

Virtual Guestbook

Materials will include translucent and opaque surfacing materials that are durable, include high recycled content where appropriate, and meet or exceed LEED requirements for low- or no-VOC content.

Visitor Walkthrough

Seeing and feeling are key. Yet exactly *what* you see and feel depends on what you're shown and where you're shown it. The World Trade Center Observation Deck experience is rooted in its marvelous view. It will reveal and celebrate a much larger vision. It recognizes that an effective attraction delivers what people came for, but a *great* one gives them what they never imagined.

Historically, it was an ability to see what *might* be—not just what is—that transformed New York into the Empire State. Today, appreciating the vitality of New York depends on being able to see the invisible yet palpable dynamism coursing through DUMBO and Williamsburg, the energy surging in streets from Battery Park to Astoria, from Crown Heights to Journal Square, from the High Line to the Lower East Side. Looking ahead, it will be New York's creativity in helping invent the future of sustainable cities that will keep it at the forefront of smart growth.

These aspects of New York are not readily visible, even from 1,270 feet above the city, but they can be revealed in experiences that embrace the mind as well as the eye, that imaginatively span New York's past, present, and future. We want visitors to enjoy the traditional "I-can-see-your-house-from-here" experience. We also want to borrow from the Wildlife Conservation Society's ambitious *Mannahatta* and *Welikia* projects, which are revealing the region's extraordinary pre-concrete ecology to celebrate New York's natural heritage. We want to look at the city's vision for tomorrow, seen through the prism of the GreeNYC, the public initiative in Mayor Bloomberg's PlaNYC. We want to enhance and augment the Observation Deck view by showing not merely what is, but what was and what might be.

Taking a holistic approach to design and programming, we will weave together architecture, environments, displays—*all* aspects of the guest experience. The Observation Deck must be an integral part of the building, as if from the very start the two were conceived in tandem. To maintain a sense of place, it should reflect the special significance of the location. One World Trade Center has an inescapable resonance, symbolizing the resiliency of New York, the unquenchable spirit of a city reborn and reimagined. This aligns perfectly with our vision for the Observation Deck, which takes a broad perspective of a New York that is continually being revitalized by each new generation and each new tide of immigrants.

Revealing this view of New York past, present, and future involves helping guests see landscapes and wildlife long gone, rooftop farms as yet unplanted—yet also giving people an opportunity to smile at the scenery as they snap a picture of mom and the Brooklyn Bridge. All of these elements will be integrated to craft a memorable, unexpected, one-of-a-kind experience appropriate for a one-of-a-kind building in a one-of-a-kind city.

To achieve these ambitious goals, we have designed resonant spaces and populated them with engaging, evocative, enjoyable experiences. These spaces and experiences include:

Lobby Area: Welcoming Guests

The guest's first impression will be personal: a friendly welcome to the site by a Guest Ambassador. Setting the tone by putting a human face on the facility, these representatives will greet people both at the top of the escalator, before they venture down from the Ground Floor, and on the B2 Lower Lobby Level at the bottom of the escalator, as well as elsewhere in the ticketing and queuing area.

In addition to creating a warm and reassuring atmosphere, Guest Ambassadors play an important practical role as well. They will help guide guests in the right direction, answer questions, manage traffic flow, and provide additional sets of eyes and ears to ensure a safe, secure, smooth-running facility. Their presence will be supplemented by clear signage throughout the space designed to guide and orient guests and to identify well-defined paths. In this Lobby area, guests will encounter:

Setting the Tone
People will come to the Observation Deck in hopes of seeing a spectacular view—which they will, but that is just part of the experience. Echoes of our broader program will enliven the B2 Lower Lobby Level's ticketing, retail, and refreshment area. Subtle theming and graphics threaded throughout the Lobby area will begin to immerse guests in the larger narrative, introducing concepts that we will expand upon later. These include:

a) The value and exhilaration of seeing the world from a new perspective; both literally and figuratively
b) The idea that people have continually reimagined the future of New York—a lively, unending conversation that involves us all and constantly reshapes the landscape and the community
c) That long-term sustainability will come only if we can imagine and create a future that weaves together our aspirations, responsible practices, respect for nature, and a love of beauty

In addition to images, we will use quotations, brief text, and a choice of materials that convey these messages and capture the spirit of these ideas.

Buying Tickets
We will encourage guests to purchase tickets remotely, in advance of their visit, by providing a wide range of options that make it the simplest and most efficient choice for most people. These will include purchases through smart-phones, the venue's website, affiliated websites, hotel concierges and travel agencies, and joint ticketing packages or affiliations with nearby attractions. Guests will also be able to purchase tickets quickly and easily on site at automated kiosks (with staff on hand to assist). For those who prefer a traditional human sales interaction, there will be a secondary option to buy tickets at a staffed window off the primary path.

When guests make their purchase, they will be given an array of options to supplement and enhance their visits. Add-ons can include admission to the separate 4-D Theater, mementos such as a photograph from the featured green-screen experience, pre-paid food purchases, retail credits, use of the digital telescopes and Virtual Guestbook activity, and of course bundled tickets with other neighborhood venues.

Ticketing will be timed, with admission most likely set in 15-minute intervals. This is critical to ensuring a manageable traffic flow throughout the Observation Deck, but is particularly vital to prevent bottlenecks at security stations and elevators, and is integrally tied into the overall security plan.

Security
The security area must simultaneously maintain a high profile…and a low profile. That is, it must be visible enough to give guests peace of mind, offering a strong and reassuring presence so that people can relax and enjoy their stay unencumbered by any concerns, and yet it must remain as unobtrusive as possible at the same time.

With the intention to engage the base building security consultants as part of our full team, our layout and staffing plans for the security area are designed to address both requirements.

To ensure the highest standards of safety, our security protocol will be fully integrated with the building's security staff and procedures, developed and coordinated with the Port Authority and with the NYPD. A pre-security screener will check tickets before guests join the security queue. Each security station will be staffed by two (2) professionals and will feature a magnetometer, an explosive trace detection machine (commonly called a "puffer" machine), and an x-ray machine for purses, backpacks and parcels, as well as secure storage for larger items that people bring. In addition to the staff at each station, area supervisors will monitor operations continually. A secondary private screening area, meanwhile, will accommodate any guests who need a follow-up screening with a wand, or who request a more private procedure.

To make the screening process as swift and painless as possible, there will be nine (9) security stations to handle the expected traffic: seven (7) general purpose security stations and two (2) "Fast Pass" lanes for VIPs and guests paying an additional fee. Once guests reach a station it will take an estimated 20 to 30 seconds for them to pass through, facilitating a projected throughput of 1,420 to 1,600 guests

per hour. Benches and a small pull-off area just beyond the stations will enable guests to "put themselves back together" comfortably and let families regroup before moving on.

Pre-show & Elevator Queue

The Observation Deck experience begins well before guests actually reach the Observation Deck. The adventure starts as soon as they leave the security area. Guests will enjoy a pre-show and a "photo op" activity, both of which will fuel excitement and anticipation while beginning to introduce some of the themes, concepts, and sense of wonder that await.

This space will also function as a queue, with the displays and activities helping to pulse people through the space gradually while entertaining them so that guests don't even realize they're in an elevator line.

Pre-show
A multimedia preshow just beyond the security stations enlivens an engaging transition space in which visitors shed the bustle of Lower Manhattan and the world outside.

The pre-show will use photographs, graphics, short videos, and perhaps artifacts to tell the story of the building's planning, design, and construction, putting this narrative in the larger context of New York's resiliency in coming back from tragedy and telling an inspiring, uplifting story of unquenchable American optimism and determination. We will put special emphasis on the people behind the building: the civic leaders who fought for it, architects who shaped it, and construction workers who built it. These profiles will illuminate the human element, paying homage to the countless New Yorkers, and the broader American public, determined to rebuild, reimagine, and revitalize the World Trade Center site.

Green Screen "Photo Op"
The final element before guests board the elevators quite literally puts them in the picture. We will invite them to pose for a photograph in front of a green screen background. Using existing, off-the-shelf technology we will insert them—virtually—in front of the Deck's spectacular view. These photos will be displayed digitally at a small retail kiosk on the 100th floor, where guests will have an opportunity to buy the photos (if they haven't already prepaid). Guests will pick up their purchased pictures as they exit through the retail Lobby back on the B2 Lower Lobby Level.

The Elevators

The elevators that carry guests to the 102nd floor will not simply be a means of getting to the Observation Deck; they will be part of the experience. The elevator cabs will be designed without corners—a soft, edgeless space that begins the transition to the "edgeless" architectural language of the deck above. With their evocative look and feel, and subtle programming inside, the elevators launch the journey from our familiar, everyday world to an exciting new realm. Inside, guests will experience:

Journey to the Sky
The elevators combine transportation with transformation.

The vertical surfaces and ceiling in the elevator cab will be covered with LEDs. When the doors close, a soothing animation of gray clouds will begin. As guests ascend, light and sky will begin to burst through this virtual cloud bank as the cab travels aloft. Sunlight, oriented to the current position of the sun (in real time) will periodically burst through, shining bright rays across the elevator. The lighting display will also track the voyage to the sky by noting each 100 feet gained above street level, as well as the speed of the elevator in feet-per-second and meters-per-second.

This immersive "mini theater" launches the visit with an extraordinary "you won't believe what we saw" experience…even before guests have arrived at the Observation Deck. The visual effects will be enhanced and accompanied by an audio program that begins with a low, subtle track, but builds octave by octave to create a rich, layered, Dolby experience that parallels and feeds the guests' growing excitement and anticipation.

Level 102: Unveiling the View

Stepping from the elevators at Level 102 does not immediately reveal the long-awaited view, but instead fuels anticipation by enveloping guests in an extraordinary environment that reflects the biophilic and perspective-shifting concepts of the overall design.

The elevator doors will open into a gallery, which is in many ways the antithesis of the hard-edged urban street grid visitors left below. This is a space that speaks of airy lightness and natural forms. Instinctively, guests will feel that they truly have traded the street level world of commerce and status for an ethereal realm of cirrus and stratus. With softly curved, luminous walls that flow gently into floor and ceiling, this will be architecture as sculpture, an environment inspired by nature that invites guests to step into the clouds.

A tantalizing glimpse of light peeking around the bend will draw visitors forward, through this symbolic cloud bank, and toward the sought-after view. Turning a corner, guests suddenly will encounter the full majesty of the vista revealed in floor-to-ceiling windows that make the building disappear and the cloud-like forms within seem to flow seamlessly into the vast sky.

The panorama, and the architectural space that frames it, will reinforce the impression that guests have scaled a mountaintop; that they are seeing New York as they have never seen it before. Whether daytime or night, sunlit or twinkling with city lights, brilliantly clear or streaked with gray, the scene will spark an extraordinary sensation of expansiveness and wonder. Surveying the view from the highest observation deck in the Western Hemisphere will bring a new perspective and a new sense of scale, a vibrant appreciation of our city's place in the larger natural world.

As on the B2 Lower Lobby Level, a Guest Ambassador will greet visitors as they step off the elevators. Here too, these greeters will play a dual role, personalizing the experience with the warmth and smile of a human host while at the same time serving a very concrete need: facilitating smooth flow by helping unload the elevators and direct traffic to eliminate bottlenecks, confusion, or delays.

In this area, guests will find:

Stepping into the Clouds
The same light-adapting technology and LED systems used in the elevator will greet and surround guests as they step out on the 102nd floor, mirroring the real-world weather and cloud conditions outside. Curving, white, edgeless walls will further erase boundaries between interior and exterior, suggesting an aerie perch with nothing but sky above and an ever-shifting interplay of forms and light.

Cloud Basin
As guests emerge onto the main portion of the Deck, they will pass an interactive display that subtly enhances the setting: a table-like surface filled with images of drifting clouds that respond to a casual touch.

Level 102 Observation Deck

The design principles that shape the initial entry to the Observation Deck—an emphasis on naturally inspired forms, on lightness, luminosity, and a sense of walking through the clouds—infuse as well the experience that follows.

The clockwise path around the Deck on Level 102 is essentially linear, which will draw guests forward, but the soft, sculptural space, the double-height volume, and the vast windows open to the sky will disguise the route's linear nature. Biophilic forms, derived from fractal geometry and Voronoi patterning, will create a dynamic pathway that expands and contracts as it circles the core. This will entice guests with areas of prospect and refuge, sheltered areas away from the view where they can engage with interpretive displays, media, and technology. The cumulative result will be a route that has a clear sense of direction, pulling guests through the space efficiently, yet that doesn't feel either constricted or overly controlled.

On this level, guests will find:

Captioning the View
How to share information that will enhance the view without distracting from it? How to communicate in multiple languages? State-of-the-art digital displays will enable us to meet these diverse demands.

Embedded within and below the finished floor, these displays will offer a dynamic communications medium that can help interpret the view without blocking the view, blending seamlessly into the larger environment. The displays will offer a hierarchy of information, accommodating guests who want to browse as well as those who want to delve deeper. They will also offer operational flexibility: on busy days, staff can easily reset panels from a central control

With softly curved, luminous walls that flow gently into floor and ceiling, this will be architecture as sculpture, an environment inspired by nature that invites guests to step into the clouds.

to show only the primary levels of information—decreasing dwell time and speeding traffic flow.

Programmable flexibility *also* means that displays can tell their stories in many languages. Guests will be able to specify language preferences when they buy their tickets. Those choices will be recorded in a QR code, enabling guests to customize their experience by scanning tickets at nearby columns and transforming the displays instantly from the English default—a feature that underscores the "world" in World Trade Center.

The content presented will vary depending on the location. It may reinforce our portrait of New York's constantly evolving landscape, highlight the interplay between the natural setting and our built environment, or transport guests to different times and seasons.

Digital Telescopes
Digital telescopes will be integrated into the columns on the corners of each space in groups of three, taking advantage of the wide column surfaces to provide guests with a wealth of information while keeping the windows and view uncluttered.

The devices themselves, mounted on tracks, will use motion sensors to detect approaching guests, ascending or descending to the appropriate height as a way of inviting people to peer inside. Guests will swipe their tickets to buy a look. The 3-D telescopes will offer an unlimited amount of live viewing, as well as options for past and present scenes that show each panorama as it was or as it might be. They also have the ability to reveal the view during different seasons and under different conditions, so that daytime guests can see the skyline sparkle at night, or winter guests enjoy a sunny summer day. Users will navigate using a touchpad mounted to the column, with their "virtual finger" moving across the screen, as if guiding an iPad.

Telescopes will use high-resolution images to create an immersive, virtual reality-type experience. As a one-on-one activity, they will spark the curiosity of others who can't vicariously share the show…and may be inspired to purchase a peek for themselves.

Animating the View
Observation Deck windows will generally follow the dictum: less is more. Our prime goal is to enhance, not interrupt, the view.

Yet with the tremendous expanse of glass available, there will be some opportunities for engaging effects. For example, lenticular applications to the glass can animate the view so that an image of the city as it is today, magically transforms into a glimpse of New York's wooded past, or crossfades to include a futuristic wind turbines on the horizon. Other emerging technologies being explored will allow a display to combine a transparent "real" view with a crossfade time lapse of the past 400 years…and the next 400.

Telescopes will offer an unlimited amount of live viewing, as well as options for past and present scenes that show each panorama as it was or as it might be.

Mannahatta: Reconstructing the Ecology of New York
At key points along the path, secluded from the windows, guests will come upon more fully fleshed out museum-quality experiences that add a different dimension and greater depth to the visit. The first of these explores New York from a natural, geographical, and historical perspective.

Based on Dr. Eric Sanderson's groundbreaking and acclaimed *Mannahatta Project* with the Wildlife Conservation Society, it will transport visitors back in time to see how the landscape around One World Trade Center has evolved from a lush natural environment to the urban setting of today.

The experience will unfold in a cavern-like, curvilinear space. An advanced video projection system will transform the ceiling, floor, and walls into an immersive, animated environment. Integrated with surrounding audio, this extraordinary presentation will envelop guests in the story, following them as they are transported from the concrete and skyscrapers of today to navigate the verdant woods, streams, and hills of Manhattan four centuries ago. As guests travel backward in time and then work their way back to the present, they will see how we have changed, sculpted, and affected the landscape…and how it has affected us. The journey can extend as well into the future, showing how the lush green of Mannahatta may return once more in the lush green of tomorrow's living roofs. This ambient experience will reinforce and explore the concept that we live in a system of systems; a habitat in which biodiversity, resource use, and the flow of water and energy are intimately interconnected.

The Building: Exploring One World Trade Center
After guests have traveled back centuries to explore the region through the *Mannahatta* experience, this display area roots them firmly in the present, focusing specifically on the building in which they're standing. It offers an in-depth look at the new One World Trade Center.

Guests will come upon a large-scale sectional model of the building that reveals its inner structure, reaching down past the bedrock on which it sits. A small camera on a vertical track will travel up and down the building, projecting a photorealistic 3-D animation on the back wall that matches the camera's position on the structure, thus giving the illusion of a real-time view inside this magnificent, detailed model.

The tour will explore the complex infrastructure and workings of the skyscraper (including water systems, electrical systems, underground train lines, etc.). It will pick up the thematic thread of Mannahatta by investigating the flow of water and energy into, out of, and through the building, an intriguing analogy between this man-made structure and the natural world. Guests will get a glimpse of everyday moments in the life of One World Trade Center, seeing inside restaurants, offices, hallways—and the Observation Deck. A live video feed will capture guests currently viewing the model, strengthening the illusion that this is a real-time exploration (rather than a 3-D animation).

The concepts highlighted here will offer partnership opportunities with the Liberty Science Center just across the harbor. Science Center educators might serve as docents to further explain the building's design, LEED attributes, engineering, and connections to the region. This alliance would provide valuable cross-promotion opportunities, and could incorporate content from the Science Center's popular *Skyscraper!* exhibit.

Virtual Guestbook
Half the fun of visiting someplace is telling friends and family about it. The Virtual Guestbook offers an unprecedented opportunity for people to share their Observation Deck experience globally, in real time.

Its interactive screen will draw guests, prompting them to enter basic (optional) information, such as name or nickname, city or country of origin, and birthday. Guests will be invited to smile for a snapshot, provide a virtual signature, and answer simple, open-ended questions (e.g., "How does the Observation Deck make you feel?"), or sing a note. Entries will be immediately compiled into a real-time graphic display shown throughout the exhibition, with the varied faces of young and old highlighting the diversity and global audience of this global landmark.

These graphic displays will include maps charting the number of people from each country or continent, a mosaic of guests' faces, and infographic statements drawn from the Guestbook's database. By matching complementary audio tones in the recorded messages, the interactive will create a sophisticated and beautiful soundscape composed from individual voices. In addition, guest information can be matched with a database of information—for instance, linking their birthdates to those of world figures, or weaving in iconic images from New York and beyond. This data and imagery can also be fed to the Observation Deck website.

Guests will be able to link their contributions to their social networks through Facebook or Twitter, sharing photos and messages with friends and family. These links will bring the Observation Deck to a vast audience. With a separate charge for this activity, it also can become a significant source of revenue.

Neighborhoods of New York
New York is vast, but life is lived on a smaller scale in its neighborhoods; each a small town with its own character, quirks, and vitality. These communities are dynamic and diverse, providing a place in New York for everyone.
An interactive exhibit will invite guests to explore these neighborhoods using a touch table with intuitive interface, like an oversized iPad.

With a swipe and a tap, guests will navigate through maps and photos, videos and views that illustrate the cultural, social, and natural history of various neighborhoods. They will be able to investigate how each has changed over time—both in its social

The sculptural path creates an even more sweeping expanse, intensifying the feeling of walking among the clouds.

or ethnic makeup and in its ecological profile. Connecting this story back to the *Mannahatta Project* and sustainability themes, the interactive display will explore links to the region's ecological diversity, observing connections between the region's natural history and the roots of the neighborhoods we know today.

The Ramp

Well before the extraordinary view can lose its power to amaze we inject a bold new perspective, expanding the already grand scale of the space and intensifying the sense of walking among the clouds. The ramp takes guests to a new level…literally and figuratively.

This gently sloping walkway connects Level 102 with Level 100, carrying guests past the private Event Space in between. The sculptural path creates an even more sweeping expanse, intensifying the feeling of lightness—the sense of floating in a three-dimensional volume and walking among the clouds.

As guests circle down, they will be treated not only to the interior's dramatic scale and character, but also to a spectacular panorama and yet another change of perspective. The vista through the windows gradually shifts and changes from the Statue of Liberty and harbor, to west across the Hudson to New Jersey, and even a glimpse north up the river as guests travel in a continuous clockwise descent.

In addition to its visual and emotional power—a highlight of any visit—the sculpted path plays a practical role, bypassing the Event/Restaurant Space on Level 101. As a linear descending walkway, it will encourage people to move in a single direction at a continuous pace, facilitating efficient throughput. And finally, with its "switchback," the ramp will change the direction of traffic around the building core to counterclockwise, giving guests a different vantage as they make their way back around the perimeter back toward the elevators.

On this walkway, guests will discover:

Power From the People
Messages of sustainability and innovation are threaded through the Observation Deck experience. Here, the concept comes alive with a practical demonstration of sustainable design. The floor of the ramp will include innovative PaveGen tiles, which generate electricity from the pressure of guests walking across them. A small graphic panel will inform visitors that their footsteps are being harnessed to generate power for the installation.

Level 100 Observation Deck

As they leave the ramp and start their return circuit toward the elevators, guests will be greeted by a "Living Wall" that is part art installation, part thematic display, and part environmental treatment.

The lush green wall will feature ferns and bryophytes such as mosses. These are interspersed with LED screens showing flowing water, wind-kissed fronds, and perhaps even small insects or amphibians, adding movement, vitality and visual variety. Portals inset in the wall will hold images, video, and information that provide yet another means of highlighting and exploring our themes of sustainability and connections to nature, leitmotifs woven throughout the Observation Deck. In a subtle way, the living plants that greet guests will herald the beginning of their return to terra firma—their head still in the clouds but their feet now symbolically on the ground.

The counterclockwise path leading back toward the elevator bank continues the architectural approach of the previous level, emphasizing light, rounded, natural forms, and erasing the barriers between building and clouds. However, new elements will change the experience slightly. In addition to displays and experiences, as above, there will be retail and food kiosks (as described in the **Food and Beverage** portion of 7A-1) to enliven the mix.

The final leg of the Observation Deck concludes at the elevator bank for a return to the B2 Lower Lobby Level. Once downstairs, guests will exit through the retail store; an opportunity to retrieve their green-screen photos, to purchase a memento of their visit, and to pick up a snack or beverage.

On the 100th Floor, guests will find:

The Living Wall and Sustainable New York
The display that greets guests after they exit the ramp is a lush, living art piece filled with mosses and ferns one might find along the Hudson clinging to a rocky face of the New York and New Jersey Palisades. The plants are interspersed with video screens of flowing water, and are augmented with an audio track of natural sounds—from gently bubbling streams to chirping crickets. This area also features planters on the floor, shifting the tone on this level gradually from the clouds above to the land below.

The Living Wall also provides a backdrop for information and images related to the theme of building a sustainable New York.

Large and small portals set into one portion of the wall will serve as frames for a lively array of images, graphics, video, and possibly even small artifacts or touch screens. The larger portals will focus on PlaNYC, the city's ambitious blueprint for creating a greener Gotham, which addresses housing and waterways, transportation, water supply, energy, air quality, solid waste handling, and mitigating the impact of climate change. Smaller portals can feature vignettes of people in neighborhoods across New York working to realize this vision of the future, illustrating positive changes, fresh ideas, and practical innovations.

Parks of New York
The Living Wall also provides a backdrop for a nearby exhibit on parklands that highlights the goal of integrating the natural and urban worlds.

This display will feature a three-dimensional map of the region crafted from wood and natural materials, that is, in fact, a large planter. Within it grows a living atlas of parks in the city and surrounding areas, sculpted from bryophytes, ferns, and other plants. It will be an engaging and unusual medium through which to explore green spaces found in all five boroughs and neighboring areas of New Jersey.

It will not be limited to "official" parks, however, but will also celebrate other examples of the natural environment, including indigenous habitats that have remained intact over the generations. Some of these "heritage" green spaces have been incorporated into or form the backbones of city parks. Others endure as estuaries and river corridors, migration flyways, or surprisingly resiliant enclaves.

The living map will anchor surrounding displays that address the theme of reconciling urban and natural settings. We will challenge guests to think about or become involved with projects such as bike lanes, green roofs, water gardens, public transportation, and LEED buildings. This area will also incorporate images and ideas generated by the Wildlife Conservation Society's ongoing *Mannahatta 2409* project, an exciting program that is bringing together experts and average citizens to map, predict, and shape New York's evolution over the coming centuries as a sustainable city.

The "Infinity Deck"
From atop One World Trade Center, guests will be able to see distant buildings, landmarks, and neighborhoods. The Infinity Deck will transport them to those locations for a close-up look.

Each station on the Infinity Deck uses a large-scale video screen and interactive media to take visitors on a virtual tour, traveling outward from the Observation Deck in any direction. The program harnesses existing satellite imagery and computer-generated models of local buildings, streets, and landscapes to create a realistic journey through the concrete canyons of Lower Manhattan and beyond. On these virtual voyages, guests will use gesture technology to navigate. As they travel guests will have the choice of visiting sites as they currently look, as they appeared at various points over the last four centuries—or as they might appear in the future, using data from the *Mannahatta 2409* project.

Animated Exit Wall
Heading toward their final view on the Observation Deck, guests will move past a long wall on their left—and the wall will move with them.

An animated projection on its surface will react to visitors as they pass, mimicking their pace and progress with a progression of beautiful forms and colors—perhaps an unfolding cityscape, or key words and phrases evocative of the building, the skyline, and ideas of sustainability and interconnectedness. Images might also include some of the visions for New York's future that guests will have encountered during their visit.

Whatever the actual images, however, the broader intent is to symbolize the idea that we have an impact on our

Each will be enjoying the other's view, able to wave and smile to each other as they share a simultaneous global experience.

surroundings. The wall suggests that each of us is, and will remain, a part of our environment—and, by extension, a part of the city's fabric—in ways both concrete and intangible, intentional or surprising. Whether that impact is primarily beneficial or harmful is largely up to us.

The Virtual "Shared" Observation Deck
The final, parting panorama from the Observation Deck looks north across Manhattan toward Central Park. It is a stunning vista, and the Virtual Observation Deck activity leaves this grand view untouched, but it supplements the scene out the window with an opportunity to see much more. And this final stop on the Observation Deck honors our global audience by creating a global experience.

The Virtual Observation Deck features a large, curved screen on a viewing platform. It might start by showing the same view visible to guests at the nearby window. However, it will also cycle through other perspectives of that panorama, showing it at different times and seasons—a sparkling carpet of lights, a crystal clear morning, a dramatic thunderstorm, autumn reds and golds, or a nor'easter turning the city into a snow globe.

The magical experience *really* takes off when the display, linked to other observation decks around the world, suddenly transports visitors to the tallest building in Hong Kong, and then whisks them to London, Chicago, Moscow, Dubai, or Kuala Lumpur. Within the on-screen image they will see reflections of the people at the other site, who will be looking at a similar screen. Each will be enjoying the other's view, able to wave and smile to each other as they share a simultaneous global experience. The scene will shift cities every few minutes, perhaps displaying data from the other sites, such as local time and weather, altitude, or current events. Gentle audio from the other locations will enhance the experience and further bring together these far-flung cities.

A Memorable Visit
As guests return from their Observation Deck experience, the LED panels in the descending elevator will present an animated sequence taken from the Virtual Guestbook experience. This will be a reminder of what guests did and saw and felt and enjoyed during their stay and, with the elevator "redesigned" based on their input upstairs, it will be yet another symbol of the ways in which we are constantly changing the environment around us.

Mobile Application & Audio Tour

With so much to look at, think about, and do, wouldn't it be wonderful if each guest could have a personal guide to help them navigate the exhibits, explore all the ideas, and figure out what they're seeing from the Observation Deck?

Actually…they can.

A specially designed iPhone/iPad app will use augmented reality (AR) technology to overlay information about the Observation Deck views in real time. Strategically placed (subtle) dots or logos on windows can calibrate the AR technology, triggering the images and information from the past or future, providing text and historical information, and a wealth of other data. For instance, screens might frame a panoramic view of the city which will project a futuristic and sustainable view of the Manhattan skyline. Solid volumes with wire frame structures will combine actual and virtual landmarks, or add demographics, boroughs, neighborhood borders, and other details.

For the great many visitors arriving without an iPhone/iPad, the Observation Deck will rent smart devices capable of displaying the augmented reality experience—both an exciting amenity and revenue generator.

4-D Theater [Optional — Outside Base Scope]

See. Hear. Sense. Feel. That is the promise of the 4-D Theater that will beckon guests entering One World Trade Center from the transportation hub. This optional experience (with separate upcharge) will feature state-of-the-art motion-based seat technology, stunning theatrical effects, and high-definition projection video. Guests and visiting groups may purchase tickets as part of a package visit to the Observation Deck, or as a separate, stand-alone activity.

Inside the theater, the immersive production might begin by surrounding the audience with sights and sounds of present day New York, a symphony of voices and rumbling subways, of car horns, street musicians, bike bells, and growling buses. As the urban cacophony dies down and the screen fades to black, guests will be left in darkness. Natural sounds will slowly take over: birdsong and crickets, the soothing burble of running water. A narrator will then remind guests that although they are sitting in a 21st century building, a technological marvel at the bustling heart of a sophisticated urban center, it was not so long ago that this very spot was a wooded landscape of streams and wild turkeys, beaver dams and bird nests—a place the native Lenape called *Mannahatta*, meaning "Island of Many Hills".

As the darkness dissipates, natural sights and sounds of the region will transport the audience to the 1600s. This will be the beginning of an extraordinary journey through space and time, taking full advantage of the theater's motion and special effects capabilities. Theatergoers will fly along the Hudson, feeling the wind in their faces and a gentle spray of water as they skim the river's surface. They will see whales spouting in New York Harbor and great flocks of passenger pigeons and shorebirds darkening the sky. They will feel the tipping and rolling of a Lenape dugout canoe as they glide through the waves, and inhale the sweet aroma of fish smoking over wood fires on shore. They will, in short, see, feel, smell and sense a world that nobody has seen for three centuries, drawn from the extraordinary work of the Wildlife Conservation Society's *Mannahatta Project*.

Yet, the theater offers more than just a trip back in time. It will trace the evolution from past to present, and speculate about New York's future. The city is forever being reshaped and reborn based on what people want for it, how they imagine it, what they expect for it. Guests will hear residents past and present voicing their hopes, their needs, and their wishes—from the Lenape to Dutch and English colonists, from American entrepreneurs to Walt Whitman, Fiorello LaGuardia, Robert Moses, Jane Jacobs, current pop stars, and ordinary people, from native-born New Yorkers to immigrants from around the globe. It is these visions of the future, blossoming anew in each generation, that have transformed New York, and that will continue to transform New York.

The presentation will conclude with a speculative voyage to the future, based in large measure by the ongoing work of *Mannahatta 2409*, a new project of Dr. Eric Sanderson and the Wildlife Conservation Society that aims to "inspire, inform, and generate new ideas about sustainable urban forms." The project encourages speculation about the ways in which New York can, should, and must evolve over the coming centuries.

As the show ends on this forward-looking note, a post-show experience might include displays exploring various scenarios for the New York of tomorrow, along with interactive kiosks that invite guests to share their own ideas about the future.

Sustainable Building Practices

Winston Churchill famously observed, "We shape our buildings and afterwards our buildings shape us." In recent decades, that insight has repeatedly been corroborated and strengthened by a new appreciation of the many and complex ways in which our surroundings affect both our physical and mental health.

We believe that the Observation Deck presents a rare opportunity to demonstrate and implement sustainable design in ways that can touch visitors and employees on the most profound emotional level. The spaces will be conceived, built, and maintained to embody the principles of biophilic design, an approach that reconnects people to nature, bringing tangible benefits in health and well-being. We will take inspiration from biologist E.O. Wilson's insight: "I can think of no more important way to apply the naturalistic approach to human behavior than in the design of the places in which we live and work. The evidence is overwhelming that, given a choice, people wish to bring the beauty and harmony of nature within sight…[and] in so doing, they add to their own sense of worth and security."

As part of this vision, we also intend to pursue a LEED Platinum Certification for Commercial Interiors, achieving successful and sustainable design, operation, and management of the Observation Deck through the following goals and strategies:

Mechanical Systems Design

Goals:
Maximize the energy efficiency and performance of mechanical systems by using available daylight and solar heat gain, employing the most appropriate and efficient systems possible while addressing the unique loads and variability of the space.

"We shape our buildings and afterwards our buildings shape us."

Strategies:
Design systems that anticipate and adapt to changes in occupancy and weather conditions. Pre-sales and timed ticketing will allow for heating and cooling systems that can predict and respond rapidly to actual conditions, preventing over- or under-conditioning the space at any given time. Anticipatory shifting within mechanical systems will accommodate near real-time occupancy conditions and varying latent loads, which will differ with time of day and weather conditions (e.g., when it's raining and guests enter with wet umbrellas and wet clothing).

Systems will also be designed to capitalize on existing conditions in the space, such as the recessed slab. High-performance equipment can further improve on those systems to optimize their efficacy and enhance programming, with continuous commissioning of equipment to maintain its high performance. Additionally, the facility will purchase green power for 100 percent of its electrical demand.

Lighting Design

Goals:
Use natural diurnal patterns to heighten occupants' comfort while maximizing the performance and energy efficiency of lighting and controls.

Strategies:
Using daily and seasonal daylight patterns as both an indicator and an inspiration for lighting will create a dynamic and comfortable space for visitors and employees alike. Taking full advantage of available sunlight, and incorporating variability in lighting schemes throughout the day and throughout the year, enables the lighting design to reflect authentic urban and natural environmental conditions, enhancing the visitor experience. These systems will be designed with a heavy reliance on proven LED technologies.

Occupant Experience

Goals:
Develop a highly biophilic experience, rich in natural patterns and textures, vegetation, and other elements that will stimulate positive psychological and physiological responses. Design and program spaces to create a dynamic environment that enhances the view that guests come to see, and, for employees, that maximizes productivity, minimizes absenteeism, and nurtures high employee retention—all of which contribute to a more satisfying guest experience and a better bottom line.

Strategies:
Occupant Comfort – Guests will appreciate a noticeably high level of air quality from the moment they step off the elevator. The atmosphere will be crisp and fresh, avoiding uniformity and stagnancy. Controlled or planned variability—achieved through air movement, solar heat gain, scents, and even glare—will connect visitors and employees to nature, allow for a range of responses that trigger feelings of visual and thermal delight, and keep guests alert and moving.

Guest Education – Guests will immediately notice and appreciate the distinct and revitalizing feel of the Observation Deck. We can enhance that appreciation by sharing with visitors a deeper understanding of the space. This does not mean overwhelming them with information about the Observation Deck's uniqueness; that should speak for itself, but engaging educational components can be integrated into the design to entice the visitor and reward inquiry and thoughtfulness, addressing the building, the New York metro area (past, present, and future), and themes of urban sustainability. Visitors should leave the Observation Deck with a sense of well-being, a deeper connection to New York City, and a desire both to learn more (e.g., through repeat visits or online resources) and to share their experience with others.

Employee Awareness – Sharing with employees the philosophy and design intent of the Observation Deck will help them take ownership and pride in their role as stewards of a world-class tourist attraction. Proactive outreach in each work area—exhibition support, food services, retail, facility management, security—will educate, engage, and involve all employee groups (management, staff, union workers, etc.) in furthering the Observation Deck's success as a healthy, inspiring, and precedent-setting destination. Additionally, employee surveys will uncover immediate post-occupancy issues with indoor environmental quality, enabling us to ensure that any concerns are identified and addressed during the final commissioning phase of the project. Employees will know that their input is valued and vital to the success of the venue.

Community & Carbon Impact

Goals:
Offset 100 percent of the carbon impact arising from guest travel within the tower and from use of the Observation Deck; establish a robust, long-term funding mechanism for supporting local 501(c)3 organizations; provide an opportunity for guests to give back to the community.

Strategies:
Develop a donation vehicle for supporting one or more local 501(c)3 organizations whose mission aligns with the programming and design intent of the Observation Deck. Given the program's focus on energy efficiency, health, well-being, and the evolution of the urban ecosystem that is the New York metro area, there is a range of donation opportunities that would be appropriate including, but not limited to, renewable energy, locally engaged carbon offsets, healthcare services for 9/11 victims, and urban food projects.

We may fund these strategies through a portion of revenue, profit, or a percentage of a specific element (such as a portion of retail sales) or of the gross attendance dollars.

Materials Selection

Goals:
To the greatest extent possible, select materials that prioritize the health of occupants and the health of the natural environment while also enhancing the experience of visiting or working in the space.

Strategies:
Specify finishes that have low or no potential for off-gassing and, where appropriate, materials with a high recycled content. Use local materials whenever possible and practical. Identify and compile a "Red List" of materials and chemicals to avoid, particularly for adhesives and finishes, in order to maintain the highest possible indoor air quality—above and beyond the requirements set forth in LEED.

Water Management

Goals:
Achieve the highest possible degree of water efficiency in bathrooms and kitchen facilities in order to minimize not only the energy implications associated with vertical transport of water, but also the contributions to wastewater volumes in the urban sewer system.

Strategies:
Specify high-efficiency fixtures for restrooms as well as all back-of-house applications. In front-of-house installations and exhibits, highlight the precious, pervasive, and indispensible role of water in both natural and urban life. Design irrigation systems for living, vegetated installations that recirculate water.

Waste Management

Goals:
Achieve the highest possible degree of efficiency for managing on-site post-consumer waste associated with construction as well as with ongoing operations. This will minimize the energy impact associated with vertical transport of waste, as well as the waste storage requirements and environmental implications of off-site hauling and landfilling.

Strategies:
Develop standards for monitoring and managing construction waste, including demolition, construction and fit-out, materials selection and installation, and recycling. Similarly, create sound procedures for procuring and managing merchandise used in bathroom and kitchen facilities, cleaning, and other services, as well as requiring efficient packaging and delivery methods for supplies and consumables. Provide for minimal inventory and storage at all levels, and design a food management strategy that performs only essential preparation at the Observation Deck levels. These and other efforts should aim for the highest possible rates of diverting construction and post-construction waste from landfills, guided by such targets as:

100 percent food and waste composting
100 percent organic waste composting
100 percent recycling of recyclable items
Kitchen cooking oil reclamation for repurposing

Procurement & Merchandising

Goals:
Use and sell items and products that, to the greatest extent possible, reflect the values and philosophies embodied in sustainable building practices specifically, and responsible social, natural, and economic stewardship principles in general.

Strategies:
Establish clear standards and procedures for purchasing, storing, and handling merchandise, materials, and products that uphold a high level of stewardship and environmental responsibility, including efficient and minimal packaging. Principles and practices to follow can include:

- Formulating an efficient and orderly merchandise management and inventory system to minimize shipping, transport, and storage
- Procuring products and merchandise that contain high levels of recycled content, biodegradable or recyclable materials, and locally sourced materials and manufacturing practices—priority should be given to local and regional suppliers
- Utilizing take-back and refill programs for products and materials delivered in daily operations, such as wooden shipping pallets or commercial cleaning product containers, and prioritizing high-efficiency shipping procedures and packaging that minimizes use of material and waste creation
- Shipping visitor-purchased merchandise in reusable and/or biodegradable packaging
- Including themed financing as a component of retail sales, with a percentage of the proceeds from select merchandise donated to local interests connected to the values embodied in the venue programming, such as renewable energy projects, water quality improvement initiatives, youth education programs, and local historic or cultural preservation

Food & Catering Programming

Goals:
Set a new precedent for operating high-volume destinations by providing healthy dining options that highlight the foods, farming practices, and culinary talent and traditions of New York and the surrounding region.

Strategies:
Develop a comprehensive food procurement, preparation, and waste removal policy. To the greatest extent possible, all food will be seasonal, local, and/or organic, packaged for transport with a minimum of non-reusable packaging. This will include the fresh and pre-packaged foods and beverages provided at every level associated with the Observation Deck. We will sell reusable mugs and thermoses in lieu of plastic water bottles, and will provide appropriate serving sizes, thereby reducing discarded food waste while encouraging healthy eating.

To support local businesses and minimize the environmental footprint of the food service, we will cultivate relationships with local farms and give priority to goods purchased from local and regional vendors—as well as to vendors who use recyclable or biodegradable products and packaging.

Finally, an environmentally sensitive food service doesn't just look at where food comes from, but also at where it goes. All organic food waste will be composted. Food delivery and compost hauling will occur during off-peak hours, when electricity is least expensive and vertical transportation is at its lowest demand.

Operations & Maintenance Plan

Goals:
Prioritize the health and safety of employees, guests, and the environment in the operations and maintenance of all spaces associated with the Observation Deck.

Strategies:
Develop Indoor Environmental Quality standards that create an optimal environment for the health and safety of all who use the facility. These standards should include the use of green cleaning products as well as specifying zero- or low-VOC paints and carpeting. A high-performance cleaning program will accommodate the unique conditions, traffic patterns, and use of the Observation Deck, while walk-off mats at multiple locations on the B2 Lower Lobby Level will help to prevent dirt from inadvertently being brought into the Observation Deck and associated spaces.

Project Schedule: Construction Phases

Construction and design are intimately linked. Recognizing this, we will begin developing a construction schedule by first establishing a systematic and controlled design process that fully integrates the exhibition and architectural design, MEP, and structural elements with the required approval and sign-offs by the Owners. We will also develop and implement a strenuous budget, schedule, and logistics overview process that we will follow throughout the construction phase **(see next page for project schedule)**.

This approach will lay the necessary groundwork for a well thought-out sequencing of modifications to the existing structure, tie-ins to the existing mechanical, electrical, and building systems, and pre-purchase of long lead items related to structural modifications, thereby ensuring that delivery of equipment and materials is properly coordinated with construction activity.

Based on these guidelines, the actual construction phase will be 12 months. We have sequenced the work within this period to maximize our time, with a goal of being open for business in the first quarter of 2015:

Demolition and structure work will be done first, lasting approximately 4.5 months.

B2 Lower Lobby Level work will commence simultaneously. This will allow installation of the MEP systems infrastructure and ramp to begin four (4) months from the start of construction on the upper floors.

AV/IT systems, exhibit installation, and commissioning of the MEP systems will begin two (2) months later. We anticipate substantial completion in 11 months.

One month before reaching substantial completion, we will begin FF&E installation. This will allow for operations testing and training to be completed in January 2015, positioning us well for opening in the early part of the first quarter of 2015.

Project Schedule: Construction Contingencies & Risks

This project is complex. Its goals are ambitious. Keeping it on target will require oversight, insight, and expertise. It will demand a dedicated team with the requisite experience to define and manage myriad fabrication and installation requirements, coupled with related design, core, and shell coordination and operation issues. Our team has that experience.

We approach the development, design, construction, operations, and maintenance of the Observation Deck with an understanding of all the potential challenges.

Potential Risks and Challenges

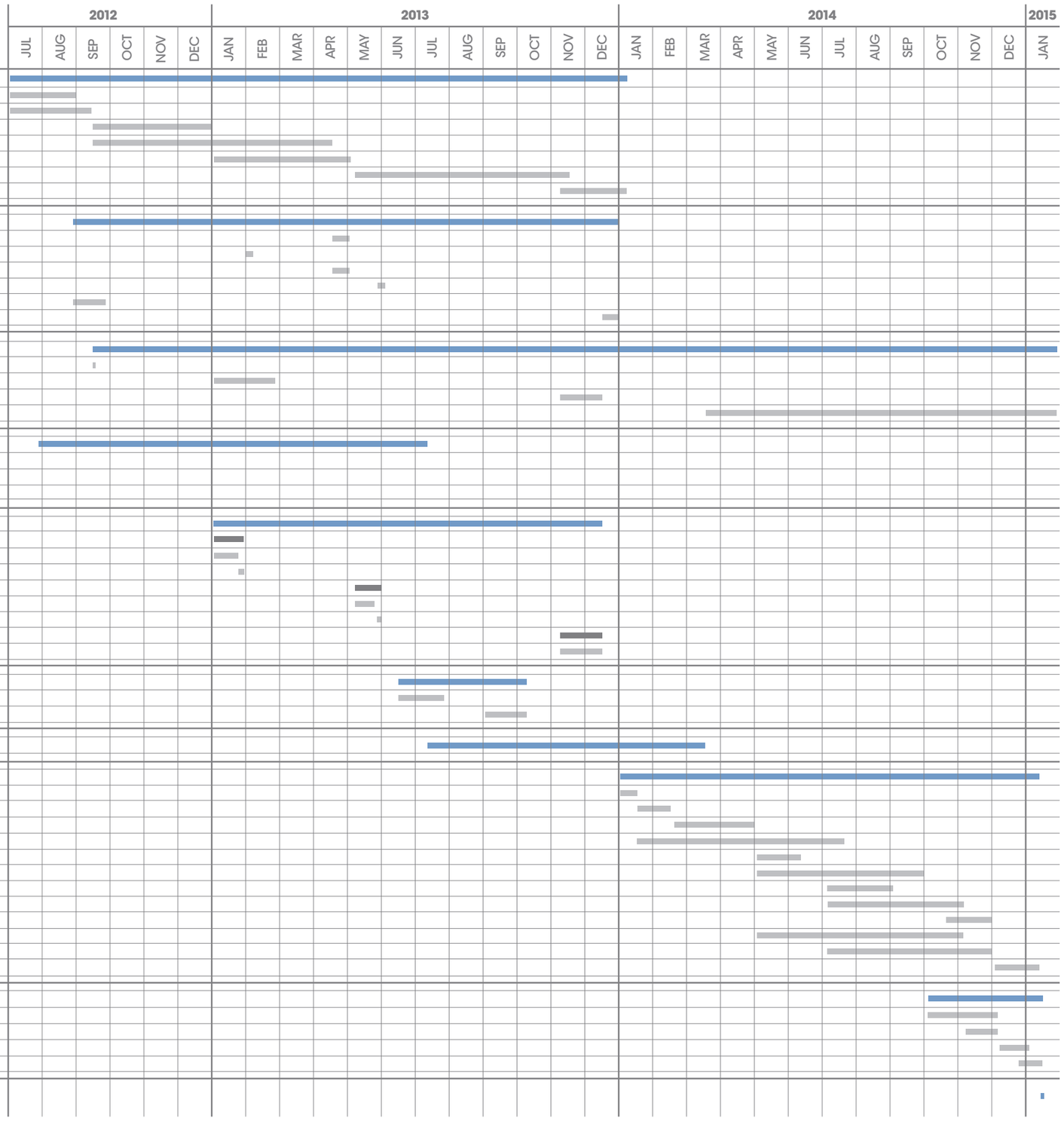
The objective of the project is to develop a world-class destination within the established financial, time, and site parameters. One key to success is identifying risks and challenges that might have an impact on the schedule and budget, and then taking the necessary steps to mitigate those risks early in development and design. Our experience with past projects enables us to recognize these potential problems before they become actual problems.

Schedule
The first step will be to complete our team of qualified design professionals and bring on board a Construction Manager. Engaging the Construction Manager early in the process will benefit budgeting, constructability, logistics, and safety planning during the pre-construction phase.

Budget
We will monitor the budget throughout design and construction phases.

During design, regular pauses after the completion of each set of design drawings will enable us to prepare cost estimates and make certain that the design remains within the budget parameters. In conjunction with the budget exercises, we will identify potential value engineering opportunities.

TASK NAME	DURATION	START	FINISH
DESIGN PROCESS	**396 DAYS**	**M 7/2/12**	**M 1/6/14**
Assemble Design Team	44 days	M 7/2/12	TH 8/30/12
Concept Refinement	55 days	M 7/2/12	F 9/14/12
Schematic Design Documents	77 days	M 9/17/12	TU 1/1/13
Prepare Exhibit "Performance" Bid Documents	154 days	M 9/17/12	TH 4/18/13
Design Development Documents	88 days	W 1/2/13	F 5/3/13
Construction Documents - 80%	132 days	M 5/6/13	TU 11/5/13
Construction Documents - 100%	44 days	W 11/6/13	M 1/6/14
DEVELOPER/MANAGER (D/M) APPROVALS	**352 DAYS**	**TU 8/28/12**	**W 1/1/14**
D/M Review and Approval of Exhibit D/B Performance Documents	10 days	F 4/19/13	TH 5/2/13
D/M Review and Approval of SD Documents	6 days	W 1/30/13	W 2/6/13
D/M Exhibition Design/Build Contractor Selection and Approval	10 days	F 4/19/13	TH 5/2/13
D/M Approval of DD Documents	6 days	M 5/27/13	M 6/3/13
D/M CM Selection Review and Approval Process	22 days	TU 8/28/12	W 9/26/12
D/M Review and Approval of GMP	11 days	W 12/18/13	W 1/1/14
OWNER/PANYNJ REVIEW & APPROVALS	**619 DAYS**	**M 9/17/12**	**TH 1/29/15**
Presentation/Discussion of Concept Docs with Owner	1 day	M 9/17/12	M 9/17/12
PANYNJ Review and Approval of Schematic Design Documents	40 days	W 1/2/13	TU 2/26/13
PANYNJ Review of Construction Docs and Approval to Construct	30 days	W 11/6/13	TU 12/17/13
PANYNJ Construction Inspections/Signoffs	228 days	TU 3/18/14	TH 1/29/15
CM & EXHIBIT DESIGN/BUILD SELECTION PROCESS	**250 DAYS**	**F 7/27/12**	**TH 7/11/13**
Exhibit Design/Build Selection Process	50 days	F 5/3/13	TH 7/11/13
CM Sourcing	22 days	F 7/27/12	M 8/27/12
CM Selection and Award	22 days	TU 8/28/12	W 9/26/12
BUDGET	**250 DAYS**	**W 1/2/13**	**TU 12/17/13**
SD Budget	**20 days**	**W 1/2/13**	**TU 1/29/13**
Develop Budget	15 days	W 1/2/13	TU 1/22/13
Value Engineering Exercises	5 days	W 1/23/13	TU 1/29/13
DD Budget	**20 days**	**M 5/6/13**	**F 5/31/13**
Develop Budget	15 days	M 5/6/13	F 5/24/13
Value Engineering Exercises	5 days	M 5/27/13	F 5/31/13
GMP Development	**30 days**	**W 11/6/13**	**TU 12/17/13**
Develop GMP	30 days	W 11/6/13	TU 12/17/13
PREPURCHASE LONG LEAD ITEMS	**81 DAYS**	**TU 6/18/13**	**TU 10/8/13**
Structural Steel and Ramp Bid Process	27 days	TU 6/18/13	W 7/24/13
MEP and Specialty Long Lead Items Bid Process	27 days	M 9/2/13	TU 10/8/13
DESIGN & FABRICATE EXHIBITS	**176 DAYS**	**F 7/12/13**	**F 3/14/14**
CONSTRUCTION	**268 DAYS**	**TH 1/2/14**	**M 1/12/15**
Mobilization	10 days	TH 1/2/14	W 1/15/14
Demolition	22 days	TH 1/16/14	F 2/14/14
Structure - Reinforcing/Framing	54 days	M 2/17/14	TH 5/1/14
B2 Level Modifications	132 days	TH 1/16/14	F 7/18/14
Ramp	30 days	F 5/2/14	TH 6/12/14
MEP	108 days	F 5/2/14	TU 9/30/14
AV/IT	44 days	TH 7/3/14	TU 9/2/14
Exhibit Installation	88 days	TH 7/3/14	M 11/3/14
Exhibit Programming	30 days	TU 10/21/14	M 12/1/14
Interior Fit-Out	132 days	F 5/2/14	M 11/3/14
Commission and Punch List	108 days	TH 7/3/14	M 12/1/14
Certificate of Authorization to Occupy or Use	30 days	TU 12/2/14	M 1/12/15
DEVELOPER/MANAGER OPERATIONS	**74 DAYS**	**F 10/3/14**	**W 1/14/15**
Furniture, Fixtures, and Equipment Installation	44 days	F 10/3/14	W 12/3/14
Operations Testing	22 days	TU 11/4/14	W 12/3/14
Training and Staff Mobilization	22 days	TH 12/4/14	F 1/2/15
Operator Dry Run	15 days	TH 12/25/14	W 1/14/15
OPENING	**0 DAYS**	**W 1/14/15**	**W 1/14/15**



During construction, the major risks for a project of this type stem from:

a) Insufficient coordination
b) Conflicts with details and design elements that can not be installed as designed
c) Overall management of the construction process

Coordination

Proper coordination is vital to maintain the schedule. Lack of coordination in the initial design and subsequent drawings can lead to physical conflicts in the construction, adding costs and delays that could have been avoided through diligent oversight and integration of technology such as BIM (as noted in Section 8).

Constructability

With this high level and sophisticated design, a major task will be to ensure that it is executable in a sensible, intelligent manner. The design requires a specialized fit-out within the parameters of the floors for the Observation Deck, size and weight capacity for the structure, and limitation of size and weight by vertical transportation to the floors. The team will address these issues in every step of the design process. It is understood that our approach will also need to be approved by the PANYNJ as outlined Tenant Alteration approval process. These steps are noted in our schedule.

The space will need to modified and altered structurally: removing and adding structure to allow for the ramp and free-flowing movement between the floors. The Construction Manager will be on board to investigate and advise on the best means and methods, materials, and staffing, and will collaborate with the design team. Because of limitations with transportation to the floor, the site will dictate the design and tools used. We will develop logistics plans to maintain consistent movement of personnel and materials from the B2 Lower Lobby/Ground Level and between the 100th and 102nd floors.

Overall construction management will be critical. The Construction Manager's role will be to provide adequate and qualified staff that understands the work and properly sequences it, allowing time for inspections and approvals during installation and insisting on the highest professionalism from subcontractors so that the work is installed in a seamless manner with the highest quality.

7B-1 BUSINESS PLAN

The business plan utilizes the first year attendance of 3.6 million guests and all figures are represented in 2012 dollars. Supporting detail is available as a separate attachment.

Competition

One World Trade Center will compete for time and money with other New York City attractions. It will be important to establish the Observation Deck as a must-see destination for tourists and residents alike. Primary competition will come from the Empire State Building and, to a lesser extent, the Top of the Rock. Research estimates suggest that the Empire State Building receives approximately 3.9 million annual visitors, while the Top of the Rock receives 2.5 million annual visitors.

Other attractions in New York City that attract 3.0 million or more visitors annually include the American Museum of Natural History, The Metropolitan Museum of Art, and the Statue of Liberty. While not open yet, the National September 11 Memorial is anticipated to draw more than 5 million annual visitors to the Lower Manhattan area. Based on the history associated with the site and what it represents, we believe that One World Trade Center will be one of the must-see attractions in New York City.

Attendance

Located in Lower Manhattan, the One World Trade Center Observation Deck will take its place among the premier observation decks in the world. As with many other visitor attractions, its success is highly dependent on visitation. Based on a market of more than 8 million residents and more than 50 million tourists annually to New York City, we believed the annual demand will exceed 3.6 million visitors. However, based on capacity limitations of the Observation Deck, we have limited the first year attendance to 3.6 million visitors. We will utilize an advanced purchase and timed ticketing system in order to maximize the site's attendance potential.

It is estimated that tourist visitors will make up approximately 70 percent of the annual attendance initially, and a higher percentage of annual attendance as years progress. We anticipate that attendance will decrease slightly in the following two years, until it stabilizes at 3.4 million visitors in Year Three. Once the attendance stabilizes in Year Three, we forecast attendance to increase at a slow rate in subsequent years, until it reaches 3.6 million visitors. Based on capacity constraints, it will be difficult to grow attendance beyond 3.6–3.7 million annual visits. If demand continues to grow beyond the 3.6 million level, our strategy is to adjust pricing and the length of the operating day to maximize the Observation Deck's operating potential.

Ticket Packaging and Pricing (Admissions)

As with many other attractions, visitors will have a variety of ways to experience the Observation Deck. There will be several ticket packages options, depending on the time available, amount that visitors want to spend, and interests, including:

Observation Deck only

Express Observation Deck only (bypass of waiting time during busy periods)

Observation Deck plus 4-D Theater

Express Observation Deck plus 4-D Theater

4-D Theater Addition/Option only

Pricing will range from $40.00 for the Observation Deck only to $65.00 for the Express Observation Deck plus 4-D Theater. It is assumed that approximately 80 percent will select the Observation Deck only. Based on distribution by type of visitor (adult, child, senior) and visitor segment (group, tour and travel, combination tickets with other NYC attraction), the admissions per cap will be approximately $36.00.

Revenue

Revenue will be highly dependent on the attendance. Sources of revenue include admissions, ancillary spending (retail, food/beverage, telescope viewing, and audio tours), event/restaurant space, and sponsorship; but the primary revenue source will be from admissions.

Admissions

With 3.6 million annual attendance and an admissions visitor per cap of $36.62, the admissions revenue is estimated to be $131.8 million.

Retail

We anticipate that a high percentage of visitors will purchase merchandise to commemorate their visit to the Observation Deck as well as pre-packaged snacks and cold beverages. Based on experience at other visitor attractions, and estimating that 40 percent of visitors will purchase retail, with an average purchase of $10.00, the retail revenue per cap is estimated to be $3.20, and $11.5 million annually.

Photo Opportunity

Photo opportunities are quite popular at visitor attractions. We expect it to be popular at the Observation Deck as well. Whether the photo offers an iconic background or utilizes a green screen backdrop that allows a number of backgrounds, we estimate that 7 percent of visitors will purchase a photo opportunity, with an average purchase price of $20.00, a visitor per cap of $1.40, and $5.3 million in annual revenue.

Digital Telescopes

There will be a number of digital telescopes available offering spectacular views of New York City and New Jersey. With 30 telescopes located throughout the experience, we estimate that 10 percent of visitors will pay the $2.50 fee for two minutes of viewing time, with a visitor per cap of $0.50 and annual revenue of $900,000.

Audio Tours

Audio tours will be available for sale at ticketing to provide visitors with a narrated tour of New York City from a bird's-eye perspective high atop the Observation Deck. It is estimated that 3 percent of visitor will pay $10.00 for the audio tour, with a visitor per cap of $0.40 and $1.1 million in annual revenue.

Based on the above and excluding the restaurant and sponsorship, the overall visitor per cap is estimated to be $42.00.

Event/Restaurant Space

With its unmatched views, prime location among the world's leading financial services companies, and ready access to the unique Observation Deck attraction, the Event/Restaurant Space offers tremendous potential as a stand-alone amenity and source of revenue. The flexible design allows for its use as a rental venue for corporate and private functions, and/or its development as a unique restaurant and bar developed in conjunction with a celebrity chef. We will work with the Owner to identify the highest use for the space, as well as to explore ways in which it can be developed as a valuable amenity for building tenants. Restaurant revenue is projected at $15.6 million; event/banquet revenue is projected at $4.4 million.

Sponsorship

We will provide opportunities for the One World Trade Center Observation Deck to generate substantial long-term, sustainable revenues from corporate partnerships. As part of that effort, we will create a comprehensive partnership business plan that identifies and monetizes appropriate elements of the attraction, improving access to the latest technology, and provides One World Trade Center with millions of dollars of in-kind media and promotional support.

These objectives mesh smoothly with our proposed design, which offers a wide range of brand integration prospects that will maintain the creative integrity of the venue while enhancing the guest experience.

The primary goals of the WTC Partnership Business Plan include:

a) Developing long-term relationships with major national and international brands
b) Generating sustainable annual revenue from corporate partners
c) Obtaining state-of-the-art technology and equipment from in-kind contributions
d) Enhancing and extending capital budgets with in-kind contribution of equipment and technology
e) Leveraging extensive media and marketing resources through partners' in-kind media contributions

Sponsorship Integration
We will complement the integrity of the venue's design with the marketing requirements of our corporate partners, developing organic brand integration into the attraction experience. This will include incorporating appropriate technology, relevant brand messages (e.g., protecting the environment), pouring rights, preferred vendors, and services. We will also develop a comprehensive package of tickets, VIP access, and hospitality. At the same time, our approach to sponsorship integration will minimize sponsor signage and brand clutter, rigorously protecting the design integrity and the quality of the guest experience.

Corporate Partnership Overview
We have identified five areas of corporate partnership that will provide the Observation Deck with strong, annual, high-margin revenue, as well as in-kind contributions of equipment, services, and media. Corporate partners might provide benefits in several of the following areas:

a) Official Sponsor
b) Marketing partners with annual sponsorship fees
c) In-kind contributions of technology, equipment, and services
d) Providing technology required for the attraction either as part of a sponsor contribution or with an attractive discount
e) In-kind media contributions

Media Partners
All partners will be required to leverage their partnership with media and promotional support. Media partners can include TV, radio, print, and the web, providing regional and national media and promotional support.

Preferred Suppliers
As part of its partnership relationships, the Observation Deck will provide exclusive on-site retail sales opportunities that may include pouring rights as well as exclusive or prominent use of sponsors' products (food, beer, digital, etc.).

Sponsorship Approach
We recommend a sponsorship sales plan that limits the number of "Official Sponsors" to four to six brands in exclusive categories. Our objective would be to provide each partner with a substantial program unique to its category, enabling us to maximize revenue while reducing brand clutter. Sales efforts would only target prominent national and international brands that are appropriate partners for the World Trade Center. Sponsorship categories can include:

a) Automotive
b) Beverages
c) Consumer electronics
d) Financial services, including credit cards
e) Technology (hardware and software)
f) Digital communications
g) Wireless services
h) Travel

In addition to "Official Sponsors," we also would develop four to six second-tier partners. These preferred vendors and suppliers would be part of the attraction experience and might span such products as:

a) Food
b) Spirits, wine, and beer
c) Digital images
d) Consumer services

In-Kind Contributions
The Observation Deck design provides numerous opportunities to integrate state-of-the-art technology, equipment, and expertise from the world's leading consumer electronics and technology brands, offering them an international platform to showcase their products and services. For the venue, an in-kind contribution program would provide a wide range of benefits, including improving the guest experience through access to the most advanced technology and providing millions of dollars of benefits to the attraction's capital budget. Potential areas of in-kind consideration include:

a) Consumer electronics equipment
b) Network and communications systems
c) Computer hardware and software
d) Lighting and environmental services

Estimated Revenues
Based on the proposed design for the site, we estimate revenue from sponsorship and third-party partners to be between $7,000,000 and $9,000,000 per year. We also estimate the value of in-kind media provided by corporate partners to be approximately $5,000,000 per year in media buys, retail promotions, and consumer communication channels.

In addition, we estimate the value of each partner, depending upon the category, to be worth between $1,000,000 and $1,500,000 per year, and each second-tier partner, again depending upon the category, at $250,000 to $500,000 per year. We would require each partner to provide media and marketing support appropriate to their levels of partnership.

The potential value for in-kind contribution of equipment, technology, and expertise could, we estimate, be in the $5,000,000 to $8,000,000 range. This might be realized through a combination of a sponsorship fee or from discount pricing on equipment purchases. The actual value of the contributions would depend upon the technology requirements reflected in the final design of the Observation Deck.

Potential Sponsors
As part of our due diligence in researching the feasibility and revenue potential for a partnership program, we informally spoke to a number of major brands and/or their agencies. Without sharing any specific information about the attraction, we were able to gauge their initial interest in partnership opportunities. Among brands expressing initial interest are:

a) Allstate
b) American Express
c) Coca-Cola
d) Ford
e) General Motors
f) Honda
g) HP
h) IBM
i) Intel
j) MasterCard
k) Microsoft
l) NEC
m) Pepsi-Cola
n) Philips
o) Samsung
p) Xerox

Cost of Sales

We have estimated cost of sales for retail, the restaurant, food and beverage, and photo sales based on the revenues mentioned above, and on industry averages and experience at other visitor attractions:

Utilizing existing vendor relationships and large volume of retail goods purchased, it is estimated that retail cost of sales represents 30 percent of retail sales or $3.4 million annually.

With the restaurant anticipated to be a premier venue with high price points and a large portion of sales attributed to bar sales, restaurant cost of sale is estimated at 26 percent or $5.1 million annually.

Many of the photo sales will be in the format of photos with a branded dense paper frame that has a fairly low cost of sale. However, photos will also be available to purchase on several retail items. Based on the blend of simple photos in frames and on merchandise, the cost of sale for photo sales is estimated to be 15 percent or $790,000 annually.

Expenses

In order to operate a successful visitor attraction, it is imperative that we provide the resources required to maintain a safe, secure, and efficient operation. Operating expenses are broken out into management and operating labor, rent, marketing and public relations, building occupancy, facility and exhibit maintenance, general and administrative, management fees, and other.

Labor

Management and administrative labor expenses include staff within areas of executive management, operations, finance and administration, food and beverage, and marketing and public relations. It is estimated this will entail 37 staff members with management and administrative annual labor budget of $4.3 million.

The operating labor budget was developed based on low, mid, and high attendance days. Based on the projected attendance and preliminary estimates on the distribution of attendance, there will be 84 low attendance days, 154 mid attendance days, and 126 high attendance days. The number of operating staff required on low attendance days is approximately 88, on mid level attendance days is approximately 109, and on high attendance days is approximately 144. Based on the various positions required, it is assumed many positions will require unionized staff. Based on estimated wage levels the annual operating labor budget is estimated at $7.7 million.

The restaurant labor budget was developed as a percentage of gross revenue. Based on having unionized staff, the estimated annual labor budget for the restaurant represents 35 percent of gross sales or $8.0 million.

Rent

Rent is based on a tiered approach. Food and beverage consisting of restaurant and special events is 10 percent up to first $10 million, 15 percent on all incremental revenue above $10 million.

All other revenue is also on a tiered approach, with the first $50 million at 25 percent, $50 million to $100 million at 30 percent, $100 million to $150 million at 35 percent, $150 million to $200 million at 40 percent and all revenue above $200 million at 45 percent.

In addition to the base rent, additional rent-related expenses were added to include pilot, site-wide common area maintenance, and business improvement expenses that total $1.3 million.

As a guest service option, additional space would be rented within the retail portion of the One World Trade Center development from the Westfield Group to accommodate additional retail and the 4-D Theater. It is estimated an additional 5,100 square feet would be required and based on an all-inclusive rent expense of $350 per square foot and annual rent of $1.8 million.

Based on the rent-related expenses above, the total rent expense on an annual basis is $53.4 million.

Marketing and Public Relations

Marketing, public relations, and advertising is estimated to represent 3 percent of gross revenues or a $1.50 marketing expense per visitor, totaling $5.4 million annually. This was derived by experience at other attractions and expenses associated with the NYC market.

Building Occupancy

The building occupancy expense is based on a cost per square foot basis for both the spaces available for the Observation Deck operation and the Westfield Property spaces identified in the previous rent section, totaling 72,500 square feet.

Based on the space required, an allotment for utilities (electricity, gas, steam and sewer) is estimated at $21.70 per square foot annually.

Other occupancy expenses (trash, cleaning, routine cleaning, and security equipment/other) are estimated to be $5.72 per square foot.

Based on the amount of space required and the cost per square foot, the annual building occupancy expense is estimated to be $2.0 million annually.

Facility and Exhibit Maintenance

We have developed the facility and exhibit maintenance based on:

$5.14 cost per square foot expense for associated Observation Deck spaces

$3.48 for office and warehouse spaces

$1.75 million in elevator maintenance

$500,000 in exhibition maintenance

Total facility and maintenance is thus estimated at $2.8 million annually.

General and Administrative

The general and administrative expense includes, but is not limited to operating/office supplies, legal fees, subscriptions, training, travel/entertainment, consulting fees, consulting, bank/credit card fees, etc., and is estimated to be 2.5 percent of gross revenues.

Management Fees and Other

The $5.5 million management fee expense is based on discussed rates with various partners to manage the operation of the Observation Deck and restaurant. The “other” expense is to account for expenses that are not captured within the above categories and/or a contingency that was estimated at 5 percent of the total expenses.

Earnings Before Interest, Taxes, Debt and Amortization (EBITDA)

Based on the previously stated annual revenue of $178.7 million, with $9.8 million annual cost of sale and $124 million in annual operating expenses, the EBITDA is estimated to be $54.7 million, or 30.6 percent of gross revenues.

Capital Re-Investment/Maintenance

In order to have an operation that is successful for the long term, we will establish a capital re-investment for re-investment and major maintenance at 2 percent of gross revenues, or $3.5 million annually. This will help ensure that the facility is being properly maintained and that the product is refreshed or renewed during ongoing operations. We envision that the capital re-investment/maintenance will not always be completely utilized every year, but reserves may be saved for multiple years in order to complete major re-investment/maintenance.

Net Cash

Based on the previously stated estimates, the net cash after all cost of sales, operating expenses, and capital reinvestment/maintenance, will be used to satisfy debt service and loan covenants with the remainder distributed to the equity owners.

7B-2 FINANCIAL PROPOSAL

Financing Plan

Based on the pro forma provided to the Owner in this RFP response, Proposer intends to raise equity of approximately $40,000,000.00. The source of this equity is as follows: ARAMARK WTC, LLC $15,000,000.00; Hart Lyman WTC, LLC $25,000,000.00. The Hart Lyman sources will come from its own funds and that of private equity. The remaining capital required for construction completion of approximately $78,000,000.00 will come from debt. Please see attached letter from M&T Bank. Proposer's pro forma reflects a base term of 15 years, however based upon the total project budget of approximately $120,000,000.00 and the need to keep the Deck constantly updated and maintained in accordance with the standards of excellence set forth by Owner, Proposer respectfully requests a base term of 20 years, with up to four five-year consecutive options to renew. This proposed lease structure will enable Proposer to procure the most favorable financing terms and conditions and allow Proposer to consistently update and maintain the Deck as a top tourist attraction as well as provide the highest return to owner.

Proposer is a limited liability company. ARAMARK WTC, LLC will have percentage membership interest in the Proposer and provide management services for the operation pursuant to a management agreement. Hart Lyman WTC, LLC will have the remaining membership interest of the Proposer. The exact breakdown in amounts of required equity and Membership Interests is yet to be determined based on the fluidity of the budget and final construction numbers. Based upon the free cash flow after debt service and lender imposed reserves, each Member expects to receive its pro rata share of the remaining free cash flow of the business.

Alternatively, and not being required or requested by Proposer in this response, Proposer would give the Owner the right to participate in the equity component of the project through tenant improvement allowances or other form as determined by the parties for a return to be determined through mutual agreement of the parties.

For questions regarding sources of equity participation, please contact the following individuals:

Bruce W. Fears
Officer
ARAMARK/Hart Lyman Entertainment, LLC
1101 Market Street
Philadelphia, PA 19104
425-503-5748
fears-bruce@aramark.com

Guy Hart, Jr.
Officer
ARAMARK/Hart Lyman Entertainment, LLC
7085 Manlius Center Road
East Syracuse, NY 13057
315-420-2521
ghartjr@hlcos.com

M&T Bank

Manufacturers and Traders Trust Company, Commercial Banking - Salina 8th Floor
101 South Salina Street, Syracuse, New York 13202

April 26, 2012

Mr. Guy W. Hart, Sr.
Hart Lyman Companies
7085 Manlius Center Road
East Syracuse, NY 13057

Re: Proposed Construction/Permanent Financing
One World Trade Center Observation Deck

Dear Guy:

This letter is to be considered an indication of M&T Bank's interest in providing financing for your project. We anticipate the structure to be along the following lines:

Borrower:	Limited Liability Company controlled by the Hart Lyman Companies, ARAMARK and other entities to be determined.
Administrative Agent and Sole Lead Arranger:	Manufacturers and Traders Trust Company ("M&T Bank, "M&T", the "Arranger" or the "Administrative Agent").
Lenders:	A syndicate of financial institutions arranged by M&T which institutions shall be acceptable to Borrower and the Administrative Agent (collectively, the "Lenders").
Loan Amount:	Approximately $78.5 million, subject to minimum equity requirement as described in Contingency section (the "Credit Facilities"). M&T Bank proposes to hold approximately $30,000,000 of the subject Credit Facilities and, in its role as Arranger, M&T will use its best efforts to arrange the remaining portion of the Credit Facilities.
Purpose:	To provide construction and permanent financing for an Observation Deck at the new One World Trade Center Building
Interest Rate:	Construction – One-Month LIBOR plus 450 basis points, floating Permanent - Fixed rate equal to 400 basis points above M&T Bank's Five-Year Cost of Funds (5-Year COF as of 04/24/12 = 1.17%).
Loan Term:	Construction - Eighteen (18) months Permanent – Five (5) years

M&T Bank

Repayment:	Construction – Monthly payments of interest only Permanent – Monthly payments of principal and interest payments based on a ten (10) year amortization
Commitment Fee:	3/4% (single fee of $588,750 for construction & permanent phases)
Arrangement Fee:	37.5 basis points payable to M&T bank as Sole Lead Arranger and Administrative Agent.
Prepayment Premium:	Construction – LIBOR breakage fees may apply Permanent - Yield Maintenance on fixed rate, with no prepayment penalty during the 90-days prior to maturity.
Guarantors:	Construction completion and loan guarantees from all individuals and entities with an ownership interest in the Borrower.
Collateral:	First security interest in all fixed assets and assignment of rights to operate Observation Deck.
Contingencies:	Contingencies for the loan are as follows (these are not all inclusive): • Bank reserves the right to establish an excess cash flow recapture requirement at a level to be determined. • Borrower to pay all costs associated with the financing. • Financial covenants, including an annual debt service coverage covenant, will be required. • Receipt of independent feasibility study by M&T approved firm to confirm Borrower's assumptions related to projected revenues and expenses. • Minimum equity contribution of 35% of total project costs, as verified by Bank. • Guaranteed maximum price contract, including bonding, by contractor-approved by Bank. Standard M&T construction controls and monitoring will be required. • Confirmation that Borrower has been awarded RFP to operate WTC Observation Deck, subject to review and approval of agreement by Bank and Bank's counsel. • Subordination of ARAMARK's management fee to payment of debt service.

M&T Bank

- Receipt and review of Terrorism and Business Interruption Insurance policies.
- Receipt of current financial statements on any individuals or entities with an ownership interest in the Borrower.
- Annual submission of tax returns and fiscal year end statements for the Borrower
- Annual submission of tax returns, fiscal year end or personal financial statements and global cash flow for all guarantors.
- Maintenance of the operating accounts at M&T Bank for as long as the proposed loan remains outstanding.
- All documents which may be deemed necessary to complete our underwriting.

Please indicate your acceptance of these terms by signing where indicated and forwarding the entire letter to our attention. In order to expedite our underwriting process, please forward any information requested in this letter.

This letter is not a commitment to lend. The Bank's obligation to provide the proposed financing is subject to the negotiations and agreement by the Bank with the Borrower on the material terms of the proposed financing, the obtaining of all required approvals by the Bank and the execution of documentation acceptable to the Bank and its counsel.

We trust you will find this proposal satisfactory. Please call me at (315) 424-4445 with any comments or questions. This proposal will expire on August 1, 2012 and cannot be extended verbally.

We look forward to hearing from you.

Sincerely,

Richard W. Driscoll
Vice President
Commercial Real Estate Financing

RWD/kdt

ACKNOWLEDGED, AGREED AND ACCEPTED

THIS 26th DAY OF April, 2012.

BORROWER: Hart Lyman Companies, LLC.

By: Guy W. Hart Jr. Member

Name:

Title:

8
TECHNICAL PROPOSAL

8 TECHNICAL PROPOSAL

Conceiving, crafting, and operating a complex facility requires a diverse team of creative professionals. Each brings a unique set of skills and experiences; each makes a singular contribution. Yet, even as they excel individually they must also coalesce as a team, integrating their work as aspects of the project overlap, and passing the baton smoothly as successive phases begin.

Careful coordination is key.

Excellence emerges from the collective intelligence of a cohesive, multi-disciplinary team.

Design and Development

The word “design” is both a noun and a verb. As a noun, it describes our goal: high quality, high performance design. As a verb, it describes our methods: designing a thoughtful, proven process for transforming concepts into results so that everything comes together “by design.”

We believe that excellence emerges from the collective intelligence of a cohesive, multi-disciplinary team. Often referred to as the “integrated design process,” this approach enables us to optimize entire systems, achieving the greatest impact with the least cost and complexity. Cook+Fox will spearhead this process.

To achieve the necessary level of collaboration and cooperation, we will invest from the start in developing rigorous communications protocols to ensure that all partners share a common vision and can bring their best ideas to the table. Even before beginning the traditional phases of Schematic Design, Design Development, and Construction Documentation, we will convene an Environmental Opportunities Charrette, an intensive facilitated workshop that brings together key project players—including Owner, architects, engineers, planners, construction managers, building operations staff, and other important decision makers—to share their insights openly across traditional disciplinary boundaries.

Cook+Fox will lead the proposed team through the Charrette to establish shared goals and priorities while identifying ways to optimize available resources, both natural and financial. The Charrette will also help in pinpointing critical decisions essential to the project, and the order in which they need to be addressed to meet our goals effectively and on time.

Terrapin Bright Green will work closely alongside Cook+Fox to facilitate the Charrette. As long-time collaborators, the two firms have developed a seamless connection, each benefitting from their shared skills and resources, regular interaction, and fluid communication.

This collaborative relationship extends as well to the proposed team of engineers and technical consultants, as well as to an extensive network of experts at the forefront of their respective fields. We have assembled a short list of partners who bring extensive experience on high-quality, sustainable projects. We are confident that this well-rounded team of engineers, environmental consultants, security, operations, and exhibition/attraction professionals is capable of imagining, planning, and fully realizing our goal of creating the best possible destination attraction for One World Trade Center.

Following the Charrette, the design process will follow the traditional phases of Concept/Schematic Design, Design Development, and Construction Documentation.

Concept/Schematic Design

Cook+Fox will continue to work with the entire proposal team to refine and revise the overall design. After preparing preliminary plans/elevations/sections, and following preliminary coordination with the consultant team, the developer and the Management Team will review them for approval.

Design Development and Construction Documentation

With the Concept/Schematic Design approved, Cook+Fox and the design team will proceed with architectural services providing full development and construction documentation. Working closely with our proposed team of engineering and structural consultants, we will more clearly define, coordinate, and detail full integration of our design with the existing building systems and structure. As construction details and specifications are developed throughout these phases, the developer, building management, and Project Management Team will engage in a consistent review and approval process.

Building and Management Communications

Regular and open communications with One World Trade Center building management will remain a priority throughout the design process, starting in the design phase with preliminary facility staff meetings, as well as preliminary submissions to the Tenant Coordinator for review and comment. Regular contact will continue throughout Design Development, facilitating submission and review of a formal Contract Document package that details work planned for the Observation Deck.

Throughout the design process, Cook+Fox—in addition to contributing relevant technical and design expertise—will guide the team by articulating and maintaining the shared vision. Coordination and guidance will extend to managing communications within the design team, as well as between the design team and the client. This strategy of open communication and collaboration at every step ensures that design strategies align well with the project’s ambitious operational, financial, and sustainability goals.

Team Communications

Collaboration among the design teams, consultants, and construction team will employ Building Information Modeling (BIM). We intend to leverage the benefits of BIM to deliver the project on time and on budget. Insights gained from past experience with BIM allow us to implement coordination earlier in the design development process, thus anticipating and resolving potential problems well before construction begins.

Using BIM even after the project has been completed will benefit facilities management and operations, providing a valuable measurement and verification tool that can help ensure we have met our sustainability goals.

Within this larger process, however, the experiential/exhibition components require distinct methods and milestones. Jack Rouse Associates (JRA) will oversee this aspect, working alongside the architects, consultants, content experts, and Owner to integrate experiential design and fabrication into the larger project schedule.

Our goal is to ensure fluent, flawless transitions at every step along the path from design and concept through construction and ongoing, day-to-day operations.

Experiential Design: Final Concept Design

During Final Concept Design, JRA will review with the Owner and project team all experiential components, making any necessary revisions to ensure that our concepts and the Owner's goals are fully aligned and meet the operational and experiential requirements.

After this review and recalibration, JRA will finalize concept designs for all exhibits, environments, and media, including preliminary plans, sections, storyboards, color sketches, and illustrations to communicate the general look and function of each component. JRA will also review work from and provide input to Cook+Fox as needed, reviewing and refining all budget allocations. Throughout this phase, we will continually revisit and revise the project schedule as needed.

Experiential Design: Schematic Design

With the approved, final master concept design in hand, JRA will prepare schematic designs of exhibits and media to an industry-accepted level. These may include, but are not limited to, floor plans, elevations, sections, storyboards, color and surface treatment studies, renderings, and illustrations. As part of this process, JRA will:

Provide detailed information on the interface between exhibits, environments, media, and the facility, including mechanical, plumbing, and structural systems.

Specify technologies for exhibits and media, including preliminary design intent documents for experiential lighting and audio/visual control.

Develop an identity graphic style guide for specified exhibits, environments, and media.

Create a schematic exhibit and media matrix.

Review and refine budget allocations.

Update and revise the project schedule as appropriate.

Experiential Design: Detail Design

Building on the work completed in Schematic Design, this phase will define how components are to be constructed and produced. We will identify technologies that enable the project team to evaluate design solutions, analyzing their impact on the budget and the visitor experience.

In addition, JRA will confirm and review stories and content for all exhibits, environments, and media to guarantee that we have maintained creative integrity and kept sight of our goals. We will also prepare detail designs of all elements, which may include dimensioned floor plans, elevations, sections, storyboards, and color and surface selections. Continuing the process begun during Schematic Design, JRA will review, refine, and update the facility interface details, technology, style guides, budgets, and schedules.

Experiential Design: Graphic Design

Jack Rouse Associates will provide the overall graphic design style and direction for specified exhibits, environments, and media, including interpretive panels, environmental signage, and identity signage. Specifically, this translates into graphic examples and/or template packages for text panels, murals, and photographs, including accurate sample layouts with proposed typeface and typesetting specifications that indicate colors or black and white for each style of label and/or panel keyed to script. The graphic fabricator will be responsible for final typesetting and language translations, if applicable.

Experiential Design: Executive Media Production

JRA will design and oversee production of media and show components. This process includes:

Selecting and managing media software and show production service providers for specified theatrical components.

Overseeing and facilitating all key steps from pre-production through production, post-production, and installation, as well as testing of media and show components.

Coordinating productions with the hardware integrator, set designer, lighting, sound, special effects, show control consultants, and other production personnel as required.

Assisting the client's operations staff with the hand-over of software and other media and show-related items.

Supervising vendors' delivery to the operations staff of any warranty information, technical and training manuals, and other relevant information necessary for long-term operations and maintenance.

Experiential Design: Project Management

JRA's project managers and art directors will oversee construction of all thematic elements for exhibits and interactives. Specific tasks during the construction administration phase (production, fabrication, installation, testing, soft opening, and grand opening) will include:

Reviewing, evaluating, and approving construction documents, specifications, submittals, and shop drawings.

Managing media software production and post-production.

Overseeing fabrication of all media, exhibits, interactives, and graphics.

Inspecting exhibits and interactives on site with the project team, project architect, and general contractor to ensure contract compliance.

Managing installation of theming, video, graphics, signage, and other elements, and representing the owner to make certain that the design intent is maintained during installation.

Supervising the programming and installation of lighting, audio/visual, and mechanical hardware, as well as software and show control.

Commissioning and overseeing testing of all systems.

Preparing a punch-list of items to be completed during soft opening and managing the completion or correction of all punch-list items.

Participating in the review and analysis of any pending change orders or claims, as well as reviewing and certifying requests for substantial and final completion by vendors.

Walking through and reviewing finished spaces with the project team for approval.

Reviewing all submitted closeout documentation, including as-built drawings and operations and maintenance manuals, to ensure conformance with contracts.

Assisting operations staff with orientation to software, hardware, and other related issues, and managing delivery of any warranty information, technical and training manuals, and other relevant information from vendors.

Reviewing and certifying final pay certificates by vendors, delivering all exhibits and interactives to the Owner on time and on budget.

When the last fabrication and installation details have been finished, and all that remains is for ribbons to be cut, JRA representatives will be on hand to manage the grand opening activities related to exhibits and interactives. Even when the opening is over, JRA's role is not complete. JRA will provide post-opening evaluation, manage any necessary repairs and modifications to exhibits and interactives, and oversee the use of warranties when appropriate.

Throughout the process and its various phases, all aspects of concept, architecture, and design will be tightly integrated to create a unified visitor experience and maintain both quality and sustainability goals. There will be a strong, ongoing collaboration uniting the design consultants involved—Cook+Fox, Jack Rouse Associates, and dbox—to ensure that the message, approach, and design vocabulary remain consistent throughout, and that all are closely coordinated with the branding of the Observation Deck experience spearheaded by dbox.

All aspects of concept, architecture, and design will be tightly integrated to create a unified visitor experience and maintain both quality and sustainability goals.

Construction

The Observation Deck will be a one-of-a-kind, custom-built space populated with unique exhibits and attractions. Bringing it to fruition will require conscientious attention to construction means, methods, and coordination, a thoughtful project management process tailored to fit the site and the design. That means recognizing the building's and the Port Authority's priorities and concerns. It means taking into consideration the stability of the structure and curtain wall throughout every step of construction, and it means recognizing the building's special significance and character, maintaining the quality of workmanship and materials befitting the design, dignity, and character of One World Trade Center.

These broad goals are easy to state, but complex to realize. In order to translate aspiration into action, we have developed tangible construction objectives that will shape our approach throughout the process, as well as specific construction tasks designed to ensure that our efforts remain focused, efficient, and effective.

Construction Objectives

Our construction objectives can be summarized quite simply: stay on schedule, on budget, and on message. Specifically, this means:

Completing construction and installation within the allotted time, meeting the target opening dates

Keeping within the agreed-upon financial guidelines

Understanding the building structure and stability when developing the construction means and methods

Ensuring minimal interference with ongoing building operations (i.e., the needs of current tenants as well as simultaneous fit-out of other floors) during construction

Executing construction in an environmentally responsible and resource efficient manner

Construction Tasks

To meet these goals, we have identified specific tasks and procedures; a construction roadmap guiding us through the fabrication phase. These will be continually re-examined and re-evaluated while construction is under way so that the anticipated needs of the project remain aligned with the situation as it unfolds. Tasks include:

Developing a comprehensive outline clarifying the roles and responsibilities of each project team member

Identifying and bringing onboard a Construction Manager early in the design process will allow for more comprehensive budgeting, formulating means and methods, logistics planning, and creating safety and protection plans

Developing a comprehensive communications plan for disseminating information among the various members of the Project Team, as well as between the team and the Owners. This communications plan will include:

a) Procedures for sharing information among team members and for communicating with the Owner on a regular basis
b) Specific communications tools and methods
c) An agreed-upon schedule for progress reporting—both within the team and between the team and Owner
d) Communications protocols for regular reports *and* unexpected situations
e) A comprehensive communications directory

Drawing up a comprehensive logistics plan for the most efficient use of site resources with minimal impact on the building and its tenants, the two primary components of the logistics plan are:

a) Access to the space: It is our understanding that a temporary loading dock will be available on the ground floor. The Observation Deck has a five car dedicated elevator bank. We will request that temporary plywood cabs be installed rather than the finished elevator cabs. The construction team could then use all or some of these temporary cabs to transport materials and personnel between the floors.

We understand that a hoist will be located on the exterior of the building for carrying materials to the upper floors, but are concerned that this hoist may be taxed by the concurrent tenant fit-out in the building. Using the Observation Deck cars will not only alleviate strain on the hoist, but can ensure that the Deck's fit-out proceeds swiftly and without interruption. Should we require intermittent use of the exterior hoist, we would coordinate scheduling with the Owner.

b) Debris Removal: We will remove debris such as concrete, etc., as well as containers, via the elevators—which, as noted previously, can be fitted with temporary plywood cabs during the construction phase.

Developing and defining the means and methods to be used during construction, addressing issues, opportunities, and needs such as:

a) Repurposing existing materials in the space for use in the new design; this will include the potential for re-using existing structural steel members removed to create the ramp well
b) Establishing clear, agreed-upon guidelines governing alterations to the structure (e.g., reinforcing as required, removing portions of the existing structure only as needed or required)
c) Directing personnel to use small tools in order to minimize vibration and damage
d) Understanding the constraints and weight capacities of the elevators, platforms, etc.
e) Fabricating off-site, when possible, for final completion and installation on the site
f) Bringing materials such as new steel to the site in smaller pieces and splicing them together on the floor
g) Coordinating construction activities with building management systems (i.e. fire protection, etc.)

Identifying opportunities to benefit construction through advantageous and innovative use of technology, such as BIM, as well as project management programs such as Primavera and FieldLens:

a) We will use the coordination capabilities and methods intrinsic to BIM to identify and eliminate risk in the design and construction processes and streamline information exchanges digitally from design to detailing, fabrication, operating, and maintaining the facility. Additionally, we will utilize BIM information in the quantity takeoff and estimating process to gain quicker feedback
b) FieldLens is a mobile application that provides real-time field data on current project open issues. The program, which integrates with widely used project management software, is a valuable communications tool for tracking open items, punch lists, project status, and for sharing information in a multi-media format among contractors, design professionals, and Owner

Developing and adhering to a comprehensive and rigorous safety and operations plan including, but not limited to:

a) Identifying potential hazards and drawing up mitigation plans (i.e., welding on site and potential fumes, potential water leaks, etc.)
b) Having the Construction Manager review and identify opportunities for potential accidents, damages, etc.
c) Training all involved in construction teams, including trades, in the safety and operations plans
d) Working with the Owner to coordinate and implement any needed modifications to the life safety systems

Designing and implementing a comprehensive protection plan for the site, taking into consideration:

a) The access path followed by the team to enter the site (i.e., Ground Floor – flooring, walls, etc.)
b) B2 Lower Lobby Level finishes protection
c) Core areas and building utilities
d) Curtain wall glass and mullions
e) Elevators as detailed in the logistics plan

Following the guidelines of the Owner to create and apply a comprehensive security plan, including:

a) Managing the required SWAC conformance of personnel
b) Following the mandated security check-in and check-out process

Developing and implementing a quality control program, monitoring construction every step of the way to ensure that workmanship and materials reflect the high level of the design and the high expectations of the Owner

Conducting a comprehensive review of insurance plans in advance of the construction phase

Developing plans to meet and/or exceed the MBE/WBE Participation goals of the Port Authority of New York and New Jersey

Developing plans to meet and/or exceed the Labor Force goals of the Port Authority of New York and New Jersey

Operations

The design and construction processes detailed previously describe specific tasks, targets, and procedures that are required to transform our creative concepts into a practical reality—and to do so while staying on time, on budget, and on message.

To oversee and manage this ongoing effort, ARAMARK will form a Project Management Team to guide our operations from the time of winning the bid through the day when the Observation Deck is complete, open, and fully operational, at which time the Operating Team [see section 9] will assume day-to-day management.

Operational Project Team

A dedicated Project Manager will lead the Project Management Team, working hand in glove with the Cook+Fox Project Manager, Jack Rouse Associates Project Manager, and the Gorton Team's Construction Manager. Together, this quartet will ensure that all operational aspects of the transition are fully integrated and aligned with the design and construction efforts, and that they remain so throughout the process. The Project Manager will report to an Executive Business Sponsor within ARAMARK, and to the ARAMARK/Hart Lyman Entertainment, LLC Oversight Team supporting both the pre-opening efforts and the ongoing operations.

In addition, we will further coordinate all the project teams through an Executive Steering Committee made up of key executives from ARAMARK, Cook+Fox, Jack Rouse Associates, Gorton, and the building operational management. This Executive Steering Committee will guide the direction of the project, receiving frequent, cohesive, and comprehensive updates from the integrated project teams through the Project Manager, Construction Manager, and Design Project Manager.

Within the Operational Project Team, sub-teams will be responsible for specific areas such as:

Human Resources
a) Negotiating collective bargaining agreements
b) Developing hiring plans
c) Developing training plans
d) Drawing up plans and schedules for the soft opening

Information Technology (IT)
a) Coordinating with construction and other operational teams to install and test a foundational networking and telephony infrastructure
b) Designing operational systems such as the ticketing platform, websites, point-of-sale for retail and food, workforce management, accounting and finance solutions, procurement platforms, and digital signage for wayfinding and communications
c) Overseeing planning and acquisition related to personal productivity needs, such as printers, personal computers, and desktop phones

Accounting and Purchasing
a) Implementing project cost monitoring processes
b) Implementing supply chain management efforts

Retail
a) Building out the retail merchandising plan and modular unit selection

Marketing
a) The marketing plan (further outlined in Section 9) unfolds in three phases: pre-launch, launch, and post-launch; the Operational Project Team will oversee the pre-launch and launch activities to ensure close collaboration with the rest of operations and construction plans

Pre-launch Initiatives

Leading up to the launch of the Observation Deck, we will develop and implement a number of projects, including:

Re-tuning the brand name for the Observation Deck and engaging billions of people around the world to own the process

Using social media to create a dedicated, central online hub

Developing viral and social campaigns that encourage people to visit the Observation Deck and share their experiences

Collaborating with media channels on filming documentaries about the project

Arranging guided tours/previews for key influencers

Pre-selling tickets at least a year in advance of the official launch date

Publicizing milestone celebrations for the building

Holding a PR party for local, national, and international press

Launch Initiatives

As the opening date approaches, we will prepare:

A launch party for the Observation Deck

An architectural mapping show as a symbolic ritual and representation of the tower's rebirth

TV broadcasts from the Observation Deck by the world's most influential news organizations

New York- and New Jersey-wide as well as global celebrations.

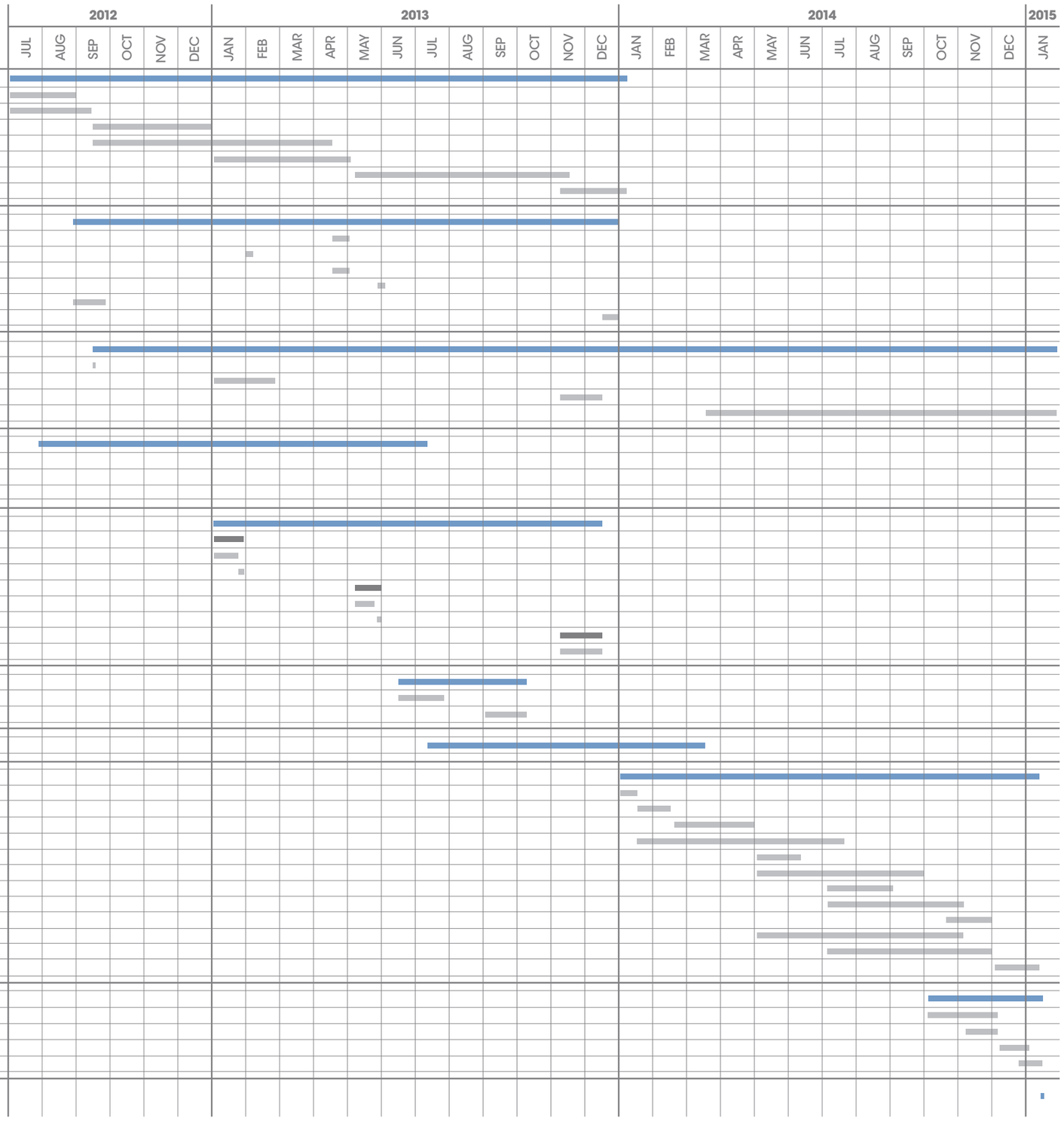
Schedule

The proposed schedule illustrates our fine-tuned approach to integrating a large number of experts, consultants, and creative leaders. Our goal is to ensure fluent, flawless transitions at every step along the path from design and concept through construction and ongoing, day-to-day operations.

The schedule also incorporates the required review and approval process laid out in the Tenant Construction and Alteration Process Manual issued by the PANYNJ, which we understand is comprehensive during the design phase as well as during construction inspection process.

See next page for Project Schedule.

TASK NAME	DURATION	START	FINISH
DESIGN PROCESS	**396 DAYS**	**M 7/2/12**	**M 1/6/14**
Assemble Design Team	44 days	M 7/2/12	TH 8/30/12
Concept Refinement	55 days	M 7/2/12	F 9/14/12
Schematic Design Documents	77 days	M 9/17/12	TU 1/1/13
Prepare Exhibit "Performance" Bid Documents	154 days	M 9/17/12	TH 4/18/13
Design Development Documents	88 days	W 1/2/13	F 5/3/13
Construction Documents - 80%	132 days	M 5/6/13	TU 11/5/13
Construction Documents - 100%	44 days	W 11/6/13	M 1/6/14
DEVELOPER/MANAGER (D/M) APPROVALS	**352 DAYS**	**TU 8/28/12**	**W 1/1/14**
D/M Review and Approval of Exhibit D/B Performance Documents	10 days	F 4/19/13	TH 5/2/13
D/M Review and Approval of SD Documents	6 days	W 1/30/13	W 2/6/13
D/M Exhibition Design/Build Contractor Selection and Approval	10 days	F 4/19/13	TH 5/2/13
D/M Approval of DD Documents	6 days	M 5/27/13	M 6/3/13
D/M CM Selection Review and Approval Process	22 days	TU 8/28/12	W 9/26/12
D/M Review and Approval of GMP	11 days	W 12/18/13	W 1/1/14
OWNER/PANYNJ REVIEW & APPROVALS	**619 DAYS**	**M 9/17/12**	**TH 1/29/15**
Presentation/Discussion of Concept Docs with Owner	1 day	M 9/17/12	M 9/17/12
PANYNJ Review and Approval of Schematic Design Documents	40 days	W 1/2/13	TU 2/26/13
PANYNJ Review of Construction Docs and Approval to Construct	30 days	W 11/6/13	TU 12/17/13
PANYNJ Construction Inspections/Signoffs	228 days	TU 3/18/14	TH 1/29/15
CM & EXHIBIT DESIGN/BUILD SELECTION PROCESS	**250 DAYS**	**F 7/27/12**	**TH 7/11/13**
Exhibit Design/Build Selection Process	50 days	F 5/3/13	TH 7/11/13
CM Sourcing	22 days	F 7/27/12	M 8/27/12
CM Selection and Award	22 days	TU 8/28/12	W 9/26/12
BUDGET	**250 DAYS**	**W 1/2/13**	**TU 12/17/13**
SD Budget	**20 days**	**W 1/2/13**	**TU 1/29/13**
Develop Budget	15 days	W 1/2/13	TU 1/22/13
Value Engineering Exercises	5 days	W 1/23/13	TU 1/29/13
DD Budget	**20 days**	**M 5/6/13**	**F 5/31/13**
Develop Budget	15 days	M 5/6/13	F 5/24/13
Value Engineering Exercises	5 days	M 5/27/13	F 5/31/13
GMP Development	**30 days**	**W 11/6/13**	**TU 12/17/13**
Develop GMP	30 days	W 11/6/13	TU 12/17/13
PREPURCHASE LONG LEAD ITEMS	**81 DAYS**	**TU 6/18/13**	**TU 10/8/13**
Structural Steel and Ramp Bid Process	27 days	TU 6/18/13	W 7/24/13
MEP and Specialty Long Lead Items Bid Process	27 days	M 9/2/13	TU 10/8/13
DESIGN & FABRICATE EXHIBITS	**176 DAYS**	**F 7/12/13**	**F 3/14/14**
CONSTRUCTION	**268 DAYS**	**TH 1/2/14**	**M 1/12/15**
Mobilization	10 days	TH 1/2/14	W 1/15/14
Demolition	22 days	TH 1/16/14	F 2/14/14
Structure - Reinforcing/Framing	54 days	M 2/17/14	TH 5/1/14
B2 Level Modifications	132 days	TH 1/16/14	F 7/18/14
Ramp	30 days	F 5/2/14	TH 6/12/14
MEP	108 days	F 5/2/14	TU 9/30/14
AV/IT	44 days	TH 7/3/14	TU 9/2/14
Exhibit Installation	88 days	TH 7/3/14	M 11/3/14
Exhibit Programming	30 days	TU 10/21/14	M 12/1/14
Interior Fit-Out	132 days	F 5/2/14	M 11/3/14
Commission and Punch List	108 days	TH 7/3/14	M 12/1/14
Certificate of Authorization to Occupy or Use	30 days	TU 12/2/14	M 1/12/15
DEVELOPER/MANAGER OPERATIONS	**74 DAYS**	**F 10/3/14**	**W 1/14/15**
Furniture, Fixtures, and Equipment Installation	44 days	F 10/3/14	W 12/3/14
Operations Testing	22 days	TU 11/4/14	W 12/3/14
Training and Staff Mobilization	22 days	TH 12/4/14	F 1/2/15
Operator Dry Run	15 days	TH 12/25/14	W 1/14/15
OPENING	**0 DAYS**	**W 1/14/15**	**W 1/14/15**



9
MANAGEMENT PROPOSAL

9A MANAGEMENT APPROACH/ MANAGEMENT AND OPERATING PLAN

Management Approach and Organizational Structure

We take seriously the partnership required between an owner and a partner. As such, we design the structure and governance of our project organizations to ensure the best thinking is brought to bear and the appropriate alignment exists between the Owner, the on-site project and operations teams, and the subject matter experts at ARAMARK **(See Figure 9.1)**.

ARAMARK/Hart Lyman Entertainment, LLC
Integrated partnership with the Owner; legal entity responsible for delivering experiences consistent with the expectations of the owners and the obligations of our contract; meet monthly with owners during transition, beginning at contract award and bi-annually once full operations commence.

Steering Committee
Chartered by ARAMARK/Hart Lyman Entertainment, LLC and consisting of leadership and SME's from partner organizations; responsible for setting direction and holding the Project Transition Team accountable for results that are on time, on budget, and consistent with our obligations to the Owner.

Project Transition Team
Responsible to the steering committee for execution of the operational vision of the project; manage project scope and schedule with a laser-focus on meeting all schedule and budget commitments, while minimizing any potential negative impacts on overall building construction and operations; this team goes away as an entity within 30 days of the opening; team members may become members of the Operations Leadership Team.

Project Support Team
Responsible for providing subject matter expertise, best practices, and oversight from the time of project award and throughout the life of the contract; staffed by senior leaders from ARAMARK in the areas of: Environmental Sustainability, Safety, Compliance, Human Resources, Finance, Marketing, Retail, Food & Beverage and IT; allocate resources from ARAMARK to the project until full-time resources are hired and fully integrated.

> *Operations Leadership Team*
> Accountable for the consistent delivery of spectacular guest experiences in a safe and efficient manner; hire, orient, train, and develop staff; interact with building management to ensure the consistent delivery of services in a manner that minimizes overall impact on the building.

Over the years our partners have come to value us as trusted advisors to help them achieve their vision. This is accomplished by setting up an accountable organizational structure that achieves consistent results, drives sustainable processes, and delivers on its promises…every time.

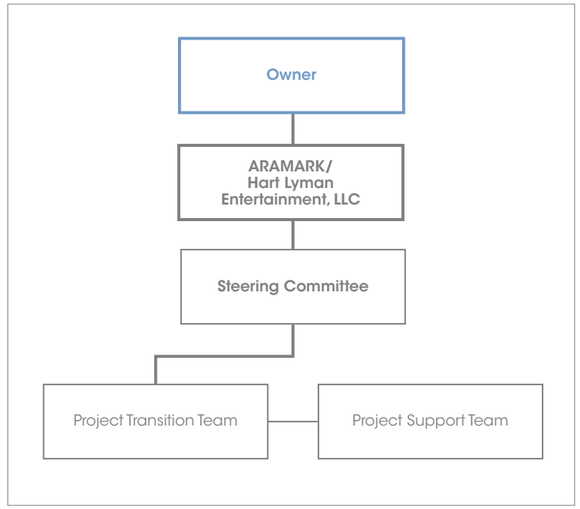


Figure 9.1 - Project Organizational Chart

We recognize the importance of a tight management organization at the venue, highly skilled professionals who can coordinate daily with the client and contractors during the planning and construction period, and expand after opening to include experts in the each aspect of operations. We also recognize the value of backing that project team with the resources of a global company—the wide-ranging experience, support, resources, oversight, and know-how that only a global firm like ARAMARK can provide.

In addition to this two-tiered approach, our prior experience operating at the World Trade Center brings a singular and invaluable wealth of knowledge and site-specific experience.

Project Management Team

The Project Manager is the linchpin of the pre-opening phase, coordinating the design, construction, technology, and marketing professionals who will craft the attraction. The Project Manager is the primary contact and liaison for the Owner and the building management. As the opening date approaches, a Human Resources Manager will come on board to begin the process of hiring and training staff, joined by a new Executive Director to begin a smooth segue from the construction phase to operations.

Operating Team

A high-quality guest experience is central to the success of the venture. The structure of the Operating Team reflects that priority those who more directly shape the visitor experience will form the central spine of the on-site team: the Executive Director, charged with maintaining the larger vision for the venue, and the Guest Services, Ticketing, and Security managers. Additionally, a designated sustainability officer, working with each department, will ensure that every aspect of operations is in accord with our sustainability protocols and practices, and will continually work with every member of the team to identify new sustainability strategies that might cross traditional department lines.

Surrounding and supporting this core are those managing marketing, physical plant and support services, ancillary functions, and other roles essential to attracting visitors and ensuring a rich, satisfying, quality experience **(See Figure 9.2)**.

Project Support Team

The Project Support Team stands behind the front-line management during all phases of both construction and ongoing operations. It is a singular feature of ARAMARK's proposed organizational structure, involving senior executives who will continually monitor operations and serve as a resource for best practices, problem solving, support, and peer review. The Project Support Team will consult regularly with the Operating Team, but will also be available for hands-on involvement when needed, providing the on-site managers access to the unique resources of the full organization **(See Figure 9.1 and 9.2)**.

Structuring the management teams is essential, but equally important is remaining focused on their goal: molding and maintaining a first-rate guest experience. Word-of-mouth from delighted guests will be our most potent marketing tool. So, in a very practical sense, guest satisfaction will be the benchmark against which the management is measured.

The Customer Experience

One World Trade Center holds a special place in the hearts of Americans, and indeed of people around the world. For most guests, coming to the Observation Deck will be much more than simply another visit to another tourist destination. Ensuring the guest's experience exceeds their expectations is not simply good business, it's the right thing to do.

Service Standards and Expectations

ARAMARK's Be the Difference™ service standard, a commitment to quality that spans and unites our varied businesses, rests on simple yet powerful principles to which all employees must adhere.

> *Be Welcoming:* Provide a friendly greeting. Make eye contact. Smile.
>
> *Be Engaging:* Open the conversation. Ask questions to understand visitors' needs.
>
> *Be Knowledgeable:* Know your environment. Know your visitors.
>
> *Be a Solution:* Show you care. Be empowered.
>
> *Be Part of the Experience:* Be authentic. Thank visitors. Help make a memory.

We expect all employees, from site managers to hourly workers, to bring these core standards to life, every day, in every interaction.

Word-of-mouth from delighted guests will be our most potent marketing tool. Guest satisfaction will be the benchmark against which management is measured.

Guest Feedback

It is all too easy to give guests what you think they want. ARAMARK's innovative MyGuestExperience survey tool, developed in partnership with Mindshare Technologies, avoids that pitfall by pinpointing what our *guests* want. It empowers visitors to share their thoughts through emailed survey invitations (for guests who have bought tickets online or at third-party websites), through point-of-sale requests for feedback printed on receipts or tickets when appropriate, and through collateral handouts available at ticketing locations.

The results of MyGuestExperience surveys will be available to managers at any time via the web. But this is not a passive monitoring program. Full reports will be distributed daily and weekly, and will be emailed *in real time* whenever Observation Deck guests leave a "poor" or "fair" rating to at least one question. These instant alerts will trigger a formal protocol, requiring the site manager to review the survey and follow up with the appropriate department heads and employees.

As part of a comprehensive program of eliciting and analyzing feedback, MyGuestExperience and other survey tools will provide clear ways to measure guest satisfaction. At One World Trade Center, this will enable us to monitor continually whether the visitor experience we've built is achieving its goals.

Taking Action

Feedback from guests is helpful only if it leads to action. We will treat our guests as our teachers, forwarding research results directly to managers who will then apply its lessons to daily operations and staff training. ARAMARK uses survey information—and on-site observations—to create a Guest Satisfaction Index. This is a key element in building targeted action plans touching on operations, training, and human resources to ensure that the visitor experience at One World Trade Center continues to meet our exacting demands.

Staff Training and Recognition

A guest's interactions with onsite staff is the first building block of a quality experience. This is why all new hires at ARAMARK, from top managers to hourly employees, undergo comprehensive training in visitor communications, evaluation procedures, and our philosophy that each individual is responsible for the quality of the visitor experience. Everyone involved with One World Trade Center will be fully acquainted with our company-wide Be the Difference™ service standard, as well as the site-specific needs and service expectations at the Observation Deck.

Training our employees is only half of the equation, however. Recognizing and rewarding excellence—thereby encouraging excellence—is the essential counterpart. To nurture the performance and results both the Owner and ARAMARK expect at One World Trade Center, we will establish a multi-tiered rewards program for all levels of staff, front-of-house as well as back-of-house. These will provide instant, on-the-spot recognition when we observe superior service, as well as thank-you notes and points programs for prizes.

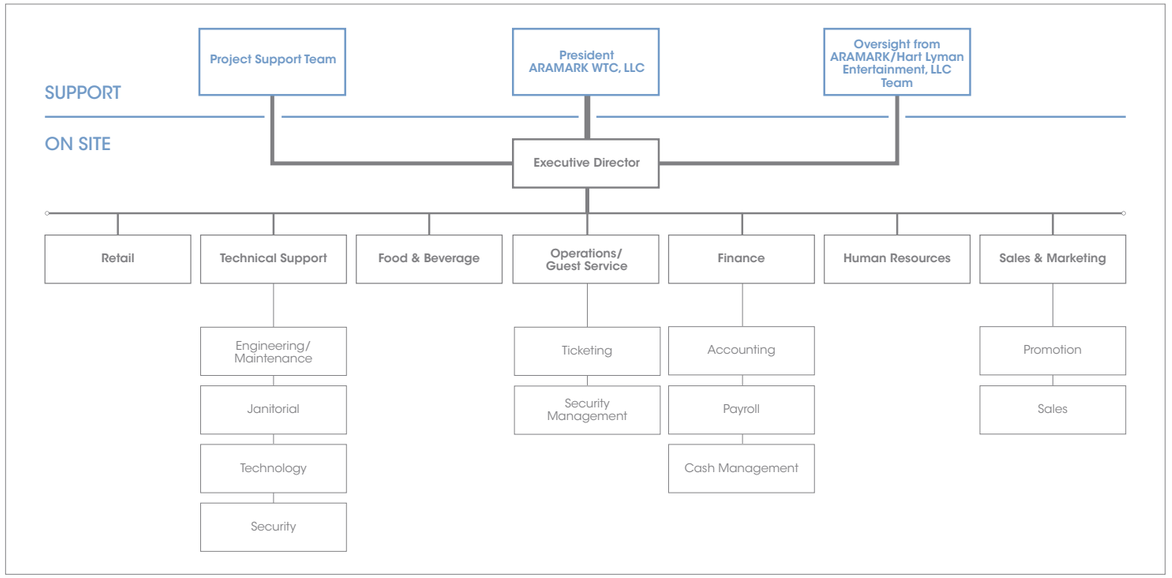


Figure 9.2 - Permanent Team Organizational Chart

Operations

Day-to-day operations at the Observation Deck will embody the principles behind our organizational approach, staff training, and customer service standards. Some operations will be subcontracted or outsourced; others will be directly run by ARAMARK, but all will be managed and closely supervised by the ARAMARK team onsite, and reviewed by the Project Support Team offsite, to maintain an efficient, economical, and smooth-running attraction, as well as to realize our sustainability and environmental stewardship goals at One World Trade Center.

Ticketing

Purchasing a ticket is likely to be a guest's first contact with the Observation Deck—and thus forms a guest's first impression. The management approach to ticketing can be summed up in three words: simple, fast, and friendly.

The web portal and automated kiosks for ticket purchases will be intuitive, with clear options for add-on purchases and scheduling. In keeping with our sustainability message, there will be digital ticketing available through smart-phones rather than printed passes. Staffed ticket windows on B2 Lower Lobby Level will offer a secondary purchasing option for guests who prefer a human interaction. We will collaborate with third-party resources, including CityPASS, hotels, and booking agencies, and will cooperate with the National September 11 Memorial & Museum and other local attractions to develop convenient bundled packages. To ensure that the Observation Deck is a "good neighbor," we will develop a discount admission process for building tenants, as well as a simple process for refunds and rescheduling.

The tickets themselves will have the potential to include several elements beyond admission to the Observation Deck, including advance payment for retail purchases and the exhibition's "photo op" memento, individualized QR codes for language preferences, and opportunities for ongoing contact and marketing through the web and e-mail.

Guest Ambassadors

Guest Ambassadors will be the human face of the Observation Deck. Training, deploying, monitoring, and continually evaluating these individuals will be central to our overall management approach and visitor experience goals.

From the guest's viewpoint, these hosts must be warm, friendly, eager to help, and readily available where and when they're needed. From an operational standpoint, Guest Ambassadors play a critical role managing traffic flow, serving as additional security eyes and ears, and monitoring guest behavior as needed. We will station personnel at the top and bottom of Lobby escalators, near ticket kiosks, at the entrance to all queues, in the security area, at elevator entrances and exits on each level, and at gathering spots throughout the Observation Deck. "Floaters" circulating through all public spaces will watch for opportunities to provide assistance. Additional staff will check restrooms and other service areas on regular rounds.

Security

Even without the special significance of the World Trade Center site, security would be a top priority. Creating a safe, relaxing, family-friendly venue is a core goal.

The Security Manager will be a key member of the management team, reporting directly to the Project Manager (in the pre-opening phase) and to the Executive Director once the facility has opened. This person will be our liaison with the building's own security personnel, with the Owner, and with the NYPD. Staffing and

operation of the Observation Deck security stations on the B2 Lower Lobby Level will be subcontracted, with specific procedures and policies coordinated to align with those of the building as a whole. Additionally, we will provide security personnel throughout the facility.

Retail

ARAMARK's vast knowledge of and experience with retail at venues around the world informs our operations and design plans at One World Trade Center. In addition, we have engaged the world-renowned New York-based retail consultant Joanne Newbold to help develop and design retail spaces, and are working with the graphic identity design team at dbox to create a comprehensive theme and branding approach that will span not only to our retail operations, but also extend to food services, ticketing, and marketing.

Our retail program will offer a range of merchandise suited to a broad audience and a variety of budgets, from tasteful souvenirs and photos to elegant crystal replicas. We are designing display and stocking systems that are attractive, convenient, and flexible to accommodate traffic flow and audiences on different days and during different times. We will offer retail discounts to building tenants as well.

Equally important, in accordance with our keen interest in sustainability and environmental stewardship, is ensuring that packaging, energy use, and transportation (both to the building and within the building) are kept to a minimum. Shopping bags, offered only on an as-needed or request basis, will carry a sustainability message alongside the branded identity.

Guests will find retail opportunities at several locations associated with the Observation Deck, including:

- B2 Lower Lobby Level (2,400 sf, expandable to 4,000 sf) — Modular displays can be secured out of sight when not in use, or readily deployed to expand the retail area depending on traffic flow, time of day, and demand

- 100th Floor (approximately 1,500 sf) — As on the B2 Lower Lobby Level, retail displays will be modular, easily concealed in small closets incorporated into the space and set up or reconfigured as needed.

In addition, guests will be able to purchase select items from the Observation Deck website.

Food Service

Both the management approach and the goals of food service are similar to those of the retail areas. Food and beverage service is designed to offer a range of options to guests, to be flexible so as not to impede other traffic and visitation needs, to be branded with the Observation Deck identity, and to reinforce and reflect our sustainability and responsible use message.

Guests will find food service at the B2 Lower Lobby Level, as well as on the 100th floor. Items will be sold from carts that are readily reconfigured to suit traffic and staffing at various times of day, or stored out of sight when not in use.

ARAMARK brings tremendous, global experience with food services, best practices, and technology for efficient, economical food preparation and delivery. We have also sourced local suppliers, in keeping with our commitment to supporting the community and encouraging sustainability. Food choices will emphasize fresh and healthful options; to the extent possible, food and beverages will be grown or produced locally, with minimal packaging.

Catering, Events, and Space Rental

ARAMARK's approach to managing and operating the Event/Restaurant Space on the 101st floor is guided by one simple principle: truly special events aren't exercises in eating, they're life experiences. Our ability to create those lasting experiences rests on our unmatched attention to detail and the personal pride we take in the memories we create for customers. This spans every step from planning through cleanup.

To define the brand, promote the space, and close sales, we will:

- Highlight the features that set the space apart. These include the historical site and spirit of rebirth that the building exemplifies, the unequalled view, the opportunity to include an Observation Deck visit in event packages, the state-of-the-art facility, and the commitment to sustainability built into the venue.

- Work with an ad agency to get the message out through targeted outreach and advertising through outlets such as Agenda, Bizbash, the Great Places National Directory, and tradeshows, as well as by cultivating relationships within the event industry and a web presence designed to drive traffic to the venue.

- Create a dedicated website for event bookings and information, as well as a team of sales representatives and event planners for both inbound and outbound sales calls.

- Make the event space a central feature of our marketing program (see **Marketing**).

The space will be available for breakfast, lunch, cocktails, dinner, and after-dinner events as scheduling permits. Our goal will be to combine the strongest possible experience for event guests with the least impact on the building and on concurrent operation of the public Observation Deck. To accomplish this we will:

- Work with each group to coordinate dedicated elevator and security lanes on the Lower Level so that guests can reach the venue with a minimum of delay or difficulty, and without negatively affecting traffic flow to the Observation Deck.

- Pair each client with an event specialist to help plan logistics, budgets, and schedules (including arrival, setup, loading/unloading, and cleanup).

- Coordinate approvals and permits for all renters with both One World Trade Center and Observation Deck management, including confirmations of permits and approvals two weeks prior to the event and confirming the guest count (for staffing and food preparation needs) 10 days before the event.

- Provide a range of set menus and food/beverage options from which event planners can choose, but—thanks to the full-service kitchen facility—remain flexible to develop individual menus to suit client needs.

- Cook all meals on site, minimizing elevator use while providing guests with freshly prepared, quality meals.

- Work with each group to meet any additional equipment needs, such as audio, A/V equipment, additional lighting, flowers, etc., customizing and personalizing each event while remaining sensitive to issues such as elevator use, building deliveries, and the potential impact on surrounding Observation Deck spaces.

As with any amenity, planning and design are important prerequisites, but in the end the quality of the visitor experience ultimately rests on the people who actually make it happen. For that reason we will use ARAMARK staff during events, as well as in preparation and cleanup, to ensure that everyone is trained in the particular security, operational, scheduling, and sustainability needs and goals unique to One World Trade Center, as well as the level of customer service ARAMARK demands. To provide the highest quality guest experience, we will use a staffing ratio of:

- One Captain per 300 guests

- One Bartender per 50 guests

- One Waiter per 10 guests

- One Sanitation Captain per 200 guests

- One Sanitation Staff per 100 guests

In addition, ARAMARK party planners and sales personnel will be present throughout each event to ensure that all goes smoothly, confirm the guest count, and cope with any eventualities or client needs that may arise in the course of the event.

Photos

Among the first activities that guests encounter, after passing through security, is a green screen "photo op" at which their picture is snapped and digitally superimposed over an image of the Observation Deck view. Based on our experience with similar activities at other sites, we anticipate that this process will take roughly five to eight seconds per person.

After guests have been photographed, they will receive a reference number to identify, retrieve, and/or purchase their pictures (if they have not prepaid with their tickets). For their

convenience, guests will have several opportunities to see and buy the photo: at a retail kiosk on the 100th floor (before heading down the elevator); at a kiosk on the B2 Lower Lobby Level (on their way out); or from the website after they return home.

The souvenir photos themselves will be packaged in a handsome photo jacket, designed to fit our larger branding and identity approach, transforming the memento into an elegant keepsake worthy of One World Trade Center.

Digital Tour

As described in the Design Narrative [Section 7A-2], we will develop an iPhone/iPad app that offers an augmented reality experience, highlights noteworthy sights, and provides additional layers of information relating to the environments and themes. For guests who don't have or didn't bring an iPhone/iPad, we will rent a suitable device and headphones at the check-in station on B2 Lower Lobby Level. A Guest Ambassador will oversee retrieving these devices as people descend from the Observation Deck.

In developing the program, we will collaborate closely with the Owner and the Port Authority to choose the "voice of the Observation Deck," an appropriately dignified and authoritative presence that conveys the elegance and significance of the site. (It may also be advisable to consult with the National September 11 Memorial & Museum and explore the option of a coordinated voice or approach for the larger site.)

Sponsorships

To extend the visitor experience beyond the four walls of the building, as well as to maximize revenue, we will identify opportunities to sell sponsorships or to seek partners for various components of the installation. This may include corporate or media partners, with the potential for weaving in social media sites at several locations. It also might include thematic partners, such as organizations involved with sustainable living that can contribute to our content and messaging.

In each case, as a matter of management policy, we will ensure that all sponsorships are appropriate and tasteful, and that they do not obfuscate or overshadow the venue's branding and identity.

Elevator Operation and Repair

With the main attraction located more than 100 floors above the Lobby, elevators are an inescapable part of the experience. Our goal, however, is to minimize their role in daily operations, to the extent possible, with an eye toward decreasing our carbon footprint and energy use, avoiding scheduling conflicts, and reducing wear on the building infrastructure.

We will develop an operating plan that minimizes the need for transporting to the Observation Deck levels items such as food, retail inventory, and bathroom and cleaning supplies. We will accomplish this both by using less, when possible, as well as by creating storage space close to point-of-use, enabling fewer vertical trips. We also are working with the architects to investigate a lift connecting the B3 and B2 levels in order to cut the use of service elevators in transporting supplies and merchandise.

Suppliers Coming to Building	Inputs	On-Site Processes	Outputs Going Down Elevators
Food and Beverage Service Supplier	Specialty Linens	Ticketing	Organic Food Waste (Back of House, Scraps, Leftovers)
Retail Souvenir Supplier	Food	Customer Service	Recycling
Office Supplies	Decor (Centerpiece, Candles)	Retail Operations	General Trash
High-end Goods	Printed Menus	Snack Service	Dirty Linens
Snack Vendor	Flower Arrangements	Event/Bistro/Restaurant	Flower Arrangements
Gourmet Food Suppliers	Lighting	Equipment Maintenance	Paper Goods
Local Farms	Water for Cleaning/Cooking		Used Grab N Go Serveware (Utensils, Clamshells, Wraps, Straws, Cups, Lids)
Catering Service Vendors	Cleaning Chemicals		Snack Wrappers
Florist	Rags for Cleaning		Original Retail Packaging (T-shirt bags, Bubble Wrap, Boxes, etc.)
	Lightbulbs, Batteries, Oil		Waste Rags
	Food Packaging		Universal Waste
	Retail Packaging (Bags, Bubble Wrap, Cardstock, Boxes, Tissue)		Pallets
	Catering Packaging (Linens)		
	Paper Goods (Napkins, Wrappers)		
	Grab N Go Serveware		
	Sale bags (Plastic, Paper)		
	Bottled Water		
	Energy		
	Water		
	Tickets		

Figure 9.3 - Baseline Process Map

We will outsource elevator repair and upkeep, including a regular program of preventative maintenance. Recognizing that the elevators—as the first and last things that guests experience—are an important part of the guest experience, we will schedule regular inspections by in-house managers above and beyond the normal maintenance schedule to swiftly assess and identify anything that requires attention.

Facility Upkeep and Cleaning

As with the elevator, we will contract with outside vendors for upkeep, cleaning, and repair of both front-of-house and back-of-house spaces. Additionally, we will include in our operations, regularly scheduled inspections and walkthroughs by management to identify any cleaning or repair needs outside the regularly planned maintenance regimen.

Minimizing Building Impact

ARAMARK understands that no matter how carefully you design a sustainable building, its effectiveness will suffer if the activities and services inside don't follow the same principles. With this in mind, we will shape our operations at the Observation Deck to reduce their impact on both the environment and on the building.

Figure 9.3 illustrates a baseline Input-Output diagram given the services detailed in the RFP.

After analyzing these required activities and services, ARAMARK has designed operational controls, as well as opportunities to educate employees and visitors, that will minimize both physical output and the use of natural resources.

Minimizing Delivery Traffic and Packaging Waste

All retail, snack product, and service vendors will deliver goods to ARAMARK's off-site warehouse, where we will remove extraneous packaging and store goods in totes until needed at the site. Deliveries will be made in one truck, using the same driver for security purposes.

All food and beverage items will be delivered to SYSCO for outer packaging and pallet removal. Items will be delivered to the site in reusable totes in one daily delivery, and we will return totes to SYSCO until the next shipment.

We will require event space vendors to limit deliveries to specialty goods only (flower arrangements, specialty linens, décor, etc.).

Minimizing Food and Compostable Waste

We will follow ARAMARK's Sustainable Order Guide (SOG) to

procure only approved serviceware:

a) Paper products will be made from 20 to 40 percent post-consumer content and will be 100 percent recyclable
b) We will procure “Grab N Go” serviceware from the EcoProducts’ Green Stripe line, which is made from 100 percent renewable materials, BPI certified compostable, and ASTM compliant
c) All retail bags, boxes and tissue paper will be made from 100 percent recycled material.

We will use ARAMARK’s established food waste minimization plan to cut back-of-house waste generated by employees. The plan relies on reducing trim waste as well as correct portioning for guests, and has been effective in reducing overall food waste by a minimum of 4 percent at other sites.

We will dispose of all other biodegradable/compostable food, snack, and serviceware (including spent floral pieces) in an on-site composting unit that will digest all compostable food/serviceware and approved paper products within 24 to 48 hours. Housed within the kitchen on the 101st Floor, this will completely eliminate all organic waste from the operation at the point of generation.

Universal Waste

We will send all light bulbs and batteries to a waste recycler for proper disposal. Waste oil from kitchen operations will go to a recycler for use in biofuels.

Water Refilling Stations

In an effort to reduce the amount of plastic bottles entering the waste stream, ARAMARK will offer branded reusable water bottles, with multiple refilling stations throughout the facility. Similar refilling stations have proven effective at our National Park operations that have eliminated the sale of bottled water onsite.

TerraCycle

We will segregate all snack items that are not traditionally recyclable (chip bags specifically) and send them to TerraCycle for “upcycling”/landfill diversion. Given the nature of the operation, this waste stream could be significant, and keeping it from landfills will have a great impact on the operation’s GHG emissions.

Renewable Energy

As shown in the design concept section of this document, ARAMARK intends to incorporate a truly unique alternative energy technology. Pavegen Systems has developed a flooring tile system that can harvest energy from footsteps. Employing this technology in our design will generate energy to power the displays.

Employee Training and Visitor Communications

A management program is only as good as the people using it. ARAMARK has developed a robust environmental communications program for employees and visitors alike, detailed in the table above (**Figure 9.4**).

These operational controls will enable us to drastically reduce the impact of the activities and services provided on the Observation Deck, illustrated by a revised Input-Output diagram (**Figure 9.5**). Strictly consolidating the number and frequency of suppliers entering the building, as well as the significant reduction of physical outputs, will enable ARAMARK to minimize any possible interaction outside of our physical footprint and to eliminate use of elevators during visitor hours.

Topic	Description	Frequency
Environmental Orientation Training	Overview of ARAMARK sustainability program including: (1) environmental stewardship; (2) Corporate Social Responsibility platform; (3) the site EMS; and (4) how the employee can affect the program’s success through training, action, and communicating with visitors.	Orientation
Policy, Mission, and Goals	Outline environmental policy, mission, and goals associated with program.	Orientation, yearly refresher
Department-Specific Training	Before any employees begin working, they must go through department-specific training that outlines all department functions and their impacts.	Orientation, yearly refresher
SOPs and Job-Specific Work Instructions	Work instructions are fully accessible to employees at all times. ARAMARK has integrated operational controls into procedures and work instructions as a supplement to environmental training.	Accessible at all times
Emvironmental Visitor Communications	Instruct all customer service-related employees on how to communicate the programs available in the operation, and how the visitor can enhance the programs (composting, recycling, energy and water use, etc.).	Orientation, yearly refresher

Figure 9.4 - Environmental Communications Program

Sustainability Master Plan

Sustainability is built into our design and operations. It also is a key element in operating the venue over the long term. We will develop a comprehensive sustainability master plan for the term of the lease to ensure that the facility operates as a high-performance, low environmental footprint operation. This plan will include ongoing research to keep the experiential content relevant, unique, and of high value both to visitors and to the city.

Primary components of the Master Plan will include:

LEED Certification for Commercial Interiors

O&M Guidelines for holistic, high performance operation and maintenance

Systems commissioning and retro-commissioning

Programming and Exhibit Updates
(e.g., PlaNYC, Mannahatta)

Ongoing Training Program for Operational Staff

Marketing

Long before its completion, One World Trade Center is already among the most recognizable buildings in the world. Its history and height give it a unique position among the world’s great landmarks. Interest will only intensify over the next few years as the opening of the Observation Deck approaches.

In advance of its official launch, and thereafter, marketing will play a vital role in understanding, shaping, and managing the way in which people worldwide perceive this monumental tower and its Observation Deck. Positioning One World Trade Center as an embodiment of our imperishable optimism and belief in a better tomorrow will convey a captivating, engaging, universal message of overcoming obstacles through accomplishment. We will position and publicize the Observation Deck as a global gathering place to reflect, learn, unite, play, and interact, a reminder of how we can reshape our world.

Branding will focus on creating a seamless and unprecedented experience, leveraging all senses across all marketing touch points, and deliver on an optimistic and universal brand promise. Its goal will be to drive revenues by constantly engaging, motivating, and delighting visitors. Marketing will also play a critical role in sustaining visitor numbers and creating brand loyalty over the long term.

As with all effective marketing plans, the specifics laid out here should not be considered a static document. This is meant as a summary and a road map, remaining flexible to take advantage of unforeseen opportunities or address unanticipated challenges.

We will position and publicize the Observation Deck as a global gathering place to reflect, learn, unite, play, and interact, a reminder of how we can reshape our world.

Situational Analysis: Strengths

One World Trade Center benefits from tremendous awareness around the globe. While many new attractions must focus on creating awareness, our focus is converting that awareness into action.

People have a strong emotional response to One World Trade Center. It generates powerful, and mostly positive, feelings. Emotional engagement likely increases visitor numbers.

The Observation Deck offers a uniquely innovative, high-performance, and sustainable experience. It is New York City's first true 21st Century attraction—far different from the city's traditional attractions.

One World Trade Center is optimally located to capture a high visitor volume: next to the National September 11 Memorial, which, at 5.1 million visitors per year, is the number one destination for tourists in New York City. It is also within walking distance of the embarkation points for the Statue of Liberty and Ellis Island, as well as part of a major transit hub.

The tower's launch will automatically attract media and public interest. Managing perceptions and a tactical social media strategy will be critical to benefitting from this free publicity and brand exposure.

Situational Analysis: Challenges

One World Trade Center will evoke complex emotions that may deter some from visiting the Observation Deck. Therefore, it is vital that the new, optimistic, forward-looking vision for the Deck be widely communicated.

One World Trade Center will compete with two other notable height-based attractions in New York: the Empire State Building and Top of the Rock. Given ticket costs, many visitors may choose to visit only one of the three. Also, the Empire State Building is associated with better views of New York City compared to a downtown location, and the two competing sites both offer an outside experience.

Audience

New Yorkers
More than 8 million residents live in the five boroughs. They are a significant constituency, representing a large pool of visitors independent of the seasonal tourist flow. Given its novelty, emotional significance, and role as a "compass point," the Observation Deck will be an attractive destination for locals, who will play an important role as influencers. Visitors often consult with locals on must-see attractions. Turning New Yorkers into brand ambassadors will be paramount.

Tri-State Residents
New York City attracts a large contingent of commuters and sightseers from surrounding counties and states, estimated at several million daily. Sightseeing is a priority for the leisure segment of these visitors, making the Observation Deck an attractive venue for them. New Jersey's Hudson County alone—just west of One World Trade Center and often considered NYC's sixth borough—has more than 630,000 residents.

Suppliers Coming to Building	Inputs	On-Site Best Management Practices	Outputs Going Down Elevators
Retail Warehouse for All Goods (One Truck, as needed)	Specialty Linens	Packaging Minimization	Recycling
SYSCO Food and Beverage Staging (All F&B, One Truck Daily)	Food	Food and Compostable Waste Minimization	General Trash
Local Farm Delivery	Printed Menus	Universal Waste Recycling	Dirty Linens
Catering Service Vendor	Flower Arrangements	Water Refilling Stations	Waste Rags
Florist	Lighting	TerraCycle Upcycling	Universal Waste Recycling
	Water for Cleaning/Cooking	Renewable Energy Generation	
	Cleaning Chemicals	Customer Communications	*Due to the drastic reduction in the amount of waste leaving the operation, ARAMARK will reserve all elevator use to off-hours to eliminate stress on elevator traffic during the day.
	Rags for Cleaning	Employee Training	
	Lightbulbs, Batteries, Oil		
	Paper Goods		
	Grab N Go Serveware		
	Sale Bags (Paper Only)		
	Bottled Water (Minimal)		
	Energy		
	Water		
	Tickets		

Figure 9.5 - Process Map Indicating Impact Reduction

Domestic visitors:
More than 39 million domestic visitors arrive in New York City every year. For leisure trips, sightseeing is the most frequent purpose, with fun and excitement the dominant motivators for visitors primarily interested in food and drink, history, art, and cultural experiences. Their attitude toward the Observation Deck is more likely to be tinged with patriotic emotions. Some will try to make their itinerary more efficient by visiting only the National September 11 Memorial, having possibly already seen the Empire State Building. Domestic visitors are important, not only because of their economic power, but also as a social force, sharing their experiences with their networks and helping encourage others, which makes them a vital channel to drive future visitors.

International Visitors
The 10 million international visitors who come to New York City every year represent a critical mass, generating revenue far disproportionate to their number. For many, this is a once-in-a-lifetime trip, and they are set on maximizing their experience. As with the domestic leisure audience, sightseeing and shopping is the primary purpose of their trips. The Observation Deck is well positioned to take advantage of international visitors with its architecture, design, and views, as well as its innovative educational and interactive experiences, and contemporary retail shops that will delight and surprise them. (Key international markets are the UK, Canada, Germany, Japan, Italy, France, and China.)

Audience Summary

We have a large pool of potential visitors to draw from, perhaps as many as 60 million per year. The critical insight is that the 60 million potential travelers, and up to 3.6 million projected visitors, are an incredibly powerful—and free—media channel that can have greater impact than any form of paid media and should be treated as our most important asset. Our marketing priority will be to equip these audiences with the appropriate tools to activate and empower them to be brand ambassadors. We will target these and potential visitors through:

a) Tourism and hospitality industry
b) Corporations
c) Educational establishments
d) Associations
e) Local, national, and global media
f) Architecture, engineering, and design enthusiasts;
g) Potential Partners (other attractions, events, corporate sponsors, etc.)

Competitive Review

Historic sites, state parks, dining, and museums are the leading purposes of sightseeing trips to New York City, making the Empire State Building, Statue of Liberty, Grand Central Station, Rockefeller Center, and Ellis Island the city's top five tourist attractions in order of visitation. The Observation Deck will be seen to fulfill visitors' main travel motivations: escape, fun, and excitement. It will offer more by curating a holistic experience that appeals to all senses through state-of-the-art design and an innovative, interactive, and educational experience.

The Observation Deck will be an inspiring beacon that emphasizes the idealistic qualities that the new tower, like the original, has capitalized upon.

Opportunity

One World Trade Center exerts a powerful and painfully magical hold on us. This (existing) deep brand meaning and perception requires careful crafting of a universal brand message that respects, appeases, unites, and energizes people. The opportunity to create a very powerful landmark and tourist attraction exists once we accept One World Trade Center as a "moment of truth" in world history and reinforce its message as a perpetual symbol of development and innovation.

Positioning

We propose positioning the Observation Deck as an inspiring beacon that emphasizes the idealistic qualities that the new tower, like the original, has capitalized upon. The positioning will leverage the powerful emotions visitors associate with the building in a future-forward way, communicating a universal message of our perpetual optimism while symbolizing pride, strength, oneness, and renewal.

Marketing Strategy Objectives

Focus on public relations and social media initiatives to mitigate and shape perception issues.

Drive the majority of ticket sales to the website.

Establish a global network of on- and off-line partners and cooperative marketing opportunities to drive traffic.

Be engaged and connected to our audience, and sustain relevancy over time.

Service Attributes & Programming

The Observation Deck will offer imaginative and interactive programming tailored for leisure travelers, families, students, international visitors, and seniors that will range from guided and self-guided tours to online classes, computer-designed workshops, performances, and seasonal celebrations. We will design all programming to help foster an appreciation of diverse cultures and to teach about New York and the surrounding New Jersey area and its architecture, as well as the significance of One World Trade Center and its history.

The striking flagship retail space within the Observation Deck will feature contemporary, branded design products for adults and children featuring a broad selection of tower reproductions, design objects, book titles, and games. The e-shop will fuel creativity, ignite minds, and provide educational tools to explore the history of New York and the tower. It will carry all the merchandise available in the shop in addition to downloadable games, pre-guided tours, podcasts, and other online services.

Event/Restaurant Space

With downtown Manhattan representing the third largest Central Business District in the country, employers alone represent a large pool of potential Event/Restaurant Space users. Although competing locations for functions include hotels, restaurants, other cultural facilities, and unique event spaces, there is a limited supply of dedicated event spaces in Lower Manhattan offering more than 5,000 square feet and very few desirable places for events that can hold sit-down banquets—especially for groups of more than 300.

Assuming effective planning for flexible, divisible, and dedicated Event/Restaurant space, the One World Trade Center Observation Deck can be expected to have an advantage over existing facilities in Lower Manhattan, as well as facilities throughout Manhattan, based on its design, views, flexibility of space, and location amid the world's largest financial companies—not to mention the unique character of the Observation Deck and unique resonance of One World Trade Center. Recognizing this, the Event/Restaurant Space on the Observation Deck will require a separate marketing effort and a seasoned planner(s) to begin booking events in advance of opening.

Marketing Communications

The Observation Deck will establish and carefully manage a strong brand image and a singular message as a global symbol of development and innovation. The goal of all marketing communications initiatives will be to maximize the impact on prospective visitors with a minimal acquisition cost and an optimal customer lifetime value. This will heavily rely on Internet marketing, sponsorships, direct marketing, and public relations. We will utilize online and offline targeted advertising campaigns to mitigate perception issues, using sales and trade promotions to continue building and reinforcing brand loyalty.

Our integrated marketing communications will aim to ensure that our message remains consistent. Online marketing channels will include e-marketing and social media campaigns and programs to industry contacts, strategic partners, and affiliates. Offline marketing channels will include an innovative and robust public relations campaign, and industry relations with targeted New York City organizations including Downtown Alliance, I Love NY, Manhattan Chamber of Commerce, The New York City Association of Hotel Concierges (NYCAHC), and NY Convention Visitors Bureau, and strategic marketing partnerships with New York City & Company, Downtown Culture, The New York Pass, New York Explorer Pass-The Explorer Pass, and New York CityPASS. In addition, we will expand the partnership network into other attractions (Statue of Liberty, Ellis Island), museums and cultural institutions, New York Marathon, Walk for the Cure, MLK Day, etc.

Attending travel trade shows, either as a member of NYC & Co or independently, will be a sales outreach initiative and may include ITB (Berlin and Asia), MIPIM, International Pow Wow, World Travel Mart, Internationale Tourismus-Börse, ASEAN Tourism Forum, PATA Travel Mart, and others. Hotel consortia partners—including Leading Hotels of the World, Luxury Alliance, Design Hotels, Tablet Hotels, Relaix & Chateau, Kiwi Collection, and Virtuoso, as well as ASTA—will be important, and we will use them as a channel to attract reach international visitors.

Organizing sales missions and outreach that target large corporate travel agencies including Expedia, American Express, Carlson Wagonlit Travel, Hogg Robinson Group, BCD Travel, Orbitz, Priceline, AAA Travel, Travel Leaders Group, Omega World Travel, Altour International, Protravel International, Ovation Corporate Travel, Travelers Advantage, and Adelman Travel Group is critical. Particularly in the first few years after the launch, it will be essential to nurture these relationships to form productive sales channels.

For all of our strategic partners, we will actively generate timely and seasonal trade and consumer promotions as well as sponsorship programs with Google, American Express, MasterCard, Apple, and others. We will seek partners that celebrate our core theme of strength and achievement in the face of adversity, but who are non-political and neither endorse nor exclude political positions. We will also utilize trade and consumer print advertising to reinforce our new and positive brand message.

Distribution

Innovative PR, digital marketing, and social media will be the cornerstone of our communication approach. The focus will be on co-curating emotionally engaging, aspirational, entertaining content with visitors and pushing it back out to target audiences on both paid and unpaid platforms.

The global reach of our marketing efforts will force us to rely heavily on social media channels as well as search engine optimization (SEO) and search engine marketing (SEM)—i.e., pay-per-click—large networks of affiliates, and targeted banners in relevant sites. Generating relevant content for blogs, microblogs, and podcasts, and consistently being engaged in the multiple online social conversations will be essential to the success of the online marketing efforts.

Ticket Sales

According to L2ThinkTank's 2012 Digital IO index, the cost per booking by distribution channel via a brand website is estimated at $2 versus $50 for travel agents and $100 for OTAs. It therefore is critical that all marketing initiatives, geared toward both leisure and groups, are designed to drive people to the website. Once the customers visit the website, our objective will be to create a seamless customer experience that provides a swift, easy-to-use, tiered, booking system offering multiple program options.

In addition, we will develop a loyalty program for group sales, providing an incentive for corporate/group bookers to continually bring new business. We will make available in the retail and e-shop keepsake tickets commissioned from eminent international architects and artists.

Customer Relations

The Observation Deck's website will aim to address thoroughly every single customer service need and request. Online operators will provide additional support 24 hours a day, seven days a week, and we will make available a toll-free booking and help line.

We believe that providing exceptional customer service and building relationships will be key to strengthening our brand message. Extensive training, including cultural and sensitivity training programs, will bolster all customer service-related initiatives.

Sponsorships

We have identified five areas of corporate partnerships that will provide the Observation Deck with strong, annual, high-margin revenue, as well as the in-kind contributions of equipment, services, and media. Corporate partners can provide benefits in several of the following areas:

Official Sponsors:
Marketing partners with annual sponsorship fees.

In-Kind Contribution of Technology, Equipment, and Services:
Providing technology required for the attraction, either as part of a sponsor contribution or with an attractive discount.

In-Kind Media Contribution:
All partners will be required to leverage their partnerships with media and promotional support.

Media Partners:
Media partners—including TV, radio, print, and web partners—will provide regional and national media and promotional support.

Preferred Suppliers:
As part of its partnership relationships, the Observation Deck will provide exclusive on-site retail sales opportunities that may include pouring rights and exclusive or prominent use of partners' products (food, beer, digital, etc.).

The Marketing Rollout

The marketing plan will unfold in three phases: pre-launch, launch, and post-launch. The objective of each will be to drive awareness, participation, and demand, and to provide an experience unmatched by other similar attractions, thereby boosting sales.

Phase 1: Pre-launch

Objective–Generate domestic and international consumer awareness, reaching the largest number of potential visitors and positioning the One World Trade Center Observation Deck as a must-see destination through interactive marketing, as well as driving online visitors and disseminating the brand message.

Develop and begin implementing online media and ticket sales strategies including:

a) HTML5 multi-language website viewable on all platforms and devices, including mobile such as smart phones and tablets.
b) Initiate a social media strategy to include Facebook, Twitter, a YouTube channel, Tumblr, as well as other more innovative social media initiatives including FourSquare and Instragram.
c) Incorporate QR code/scan bar technology into all marketing collateral, signage, promotional items, etc. to drive traffic to the mobile-ready website for direct ticket sales.
d) Initiate web and mobile marketing efforts to include inbound, SEM, SEO, keyword optimization, and social media advertising.
e) Develop the first One World Trade Center Observation Deck mobile app, focusing on the phases of development and following the evolution of the Observation Deck as well as the One World Trade Center in general, providing push notifications as milestones are achieved and a countdown clock to the ribbon-cutting ceremony, and incorporating a social media component for information sharing.
f) Create an online media service offering press releases, online photo galleries, and stories, plus responding to general media requests for assistance.

Build the brand through effective content marketing, communications, and PR, working directly with the media to place One World Trade Center Observation Deck news, feature stories, and documentaries.

Act as a resource for media contacts, quotes, ideas, and images, and use enhanced (online) public relations tools to more broadly communicate our message through press releases, databases such as PR Newswire, special events (familiarization tours, press junkets), etc.

Develop response driving advertising strategies that involve all media channels including print, TV, online, and cooperative.

Produce and distribute sales and marketing collateral including reprints of editorial media coverage, direct mail pieces, tradeshow/conference/event materials, and giveaways.

Initiate cooperative partnerships with NYC & Co, Traditional Receptive Tour Operators, Brand USA, NYC Downtown Alliance, I Love NY, The New York City Association of Hotel Concierges (NYCAHC), NY Convention Visitors Bureau, etc.

Participate in international trade shows and networking opportunities such as RSAA, Pow Wow (U.S. Travel Association), World travel mart, Rendez-Vous travel trade show, Internationale Tourismus-Börse, ASEAN Tourism Forum (ATF), PATA Travel Mart, etc.

Phase 2: Launch

Objective–Continue driving brand message and demand through stated marketing initiatives, thereby driving tickets sales.

Continue complementary initiatives from pre-launch phase, doubling down on social media campaign and driving consumer brand ambassadors to share their reactions and experiences.

Arrange a ribbon cutting ceremony followed by a week of sponsored launch events for the Observation Deck, including an evening lighting ceremony—strategically inviting guests that drive media interest and awareness.

Arrange New York/New Jersey-wide events, as well as global celebrations.

Open a VIP Lounge, inviting celebrity guests and luminaries to enjoy private tours.

Provide private tours to families of 9/11 victims.

Launch educational school tours.

Forge relationships with movie studios to promote the Observation Deck as a backdrop to specific movie genres such as romantic comedies.

Hold an architectural mapping show as a symbolic ritual representing the rebirth of the tower.

Launch the second One World Trade Center Observation Deck app, primarily for visitors to interact with the venue and share their experiences, photos, etc.

Arrange TV and radio broadcasts from the Observation Deck by the world's most influential news organizations.

Phase 3: Post- launch

Objective–Build on the brand awareness developed previously and keep the momentum going.

Continue complementary initiatives from pre-launch and launch phase, maintain the Observation Deck's Klout score online via social media, and continue encouraging consumers to share their reactions and experiences.

Encourage, use, and rebroadcast curated visitor content.

Utilize local distribution touch points.

Develop an educational curriculum that is consistent with the public school teaching curriculums in New York, New Jersey, and Connecticut, and partner with the Federal Government on the pricing of student tickets.

Maintain a technologically advanced multi-platform/device website with educational, entertainment, and booking capabilities that will make it the primary sales tool.

9B SPECIFIC QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER

Please leverage the bid contacts for any additional information on these reference projects.

Bob Concienne
ARAMARK
Vice President of Business Development
720-255-9548
Concienne-Bob@aramark.com

Guy W. Hart Jr.
Hart Lyman Companies, LLC
Managing Partner
315-671-1500
ghartjr@hlcos.com

ARAMARK

History

Our roots trace back to an innovative and entrepreneurial beginning.

In 1936, Davre J. Davidson probably never imagined the one-man operation he started from the back of his Dodge would one day evolve into a global professional services company. He did realize, however, that focusing on service excellence would provide a successful pathway into the business world.

Davidson's vision to introduce vending machines in factories and offices through a focus on service was strengthened when he met like-minded entrepreneur William Fishman, who ran a vending machine company in Chicago. Sharing solid business ideas and establishing a fast friendship, Davidson and Fishman merged their operations in 1959 and called their new company Automatic Retailers of America (ARA), later known as ARA Services. Combining Davidson's West Coast operations with Fishman's Midwest business, the two men soon expanded to the East Coast through the acquisition of Slater System, Inc., the country's largest manual food service business at the time.

Over the next few decades, they continued to expand and diversify ARA Services, acquiring the best-managed local companies and retaining their management teams. In 1994, the company officially changed its name to ARAMARK, reflecting its growing range of businesses and passion for service.

Today, ARAMARK is a leader in professional services, providing award-winning food services, facilities management, and uniform and career apparel to stadiums, arenas, universities, school districts, healthcare institutions, and many other businesses around the world. Headquartered in Philadelphia, ARAMARK has approximately 254,000 employees serving clients across the United States and globally in 22 countries. Our strong reputation has been earned through a unique combination of insight, innovation, execution, business acumen, integrity, and concern for the communities in which we work and live.

Officers and Directors

Management Team
Joseph Neubauer
Chairman and Chief Executive Officer

Lynn McKee
Executive Vice President for Human Resources

Fred Sutherland
Chief Financial Officer and President of ARAMARK Uniform and Career Apparel Services

Board of Directors
Joseph Neubauer
Chairman and Chief Executive Officer, and Director

Christopher Holland
Senior Vice President, Treasurer, and Director

Fred Sutherland
Chief Financial Officer and President of ARAMARK Uniform and Career Apparel Services, and Director

ARAMARK is incorporated in the State of Delaware.

Hart Lyman Companies, LLC

Hart Lyman Companies, LLC ("HLC") is comprised of a family of businesses and partnerships that set us apart from many other traditional real estate development firms. Our core partners own a wide range of businesses that expose them to numerous industries. This leads to our ever-expansive involvement in a myriad of enterprises.

Our diversity has evolved over the past 40 years, since our inception. In 1971, Guy W. Hart began the Hart Brokerage, a full service commercial real estate brokerage firm. From the start, Guy realized that through well-orchestrated joint ventures and partnerships, a business can become much greater than its contribution to the sum of the venture. At first, bringing his increasing knowledge of the business and his work ethic, he joined other like-minded partners in the acquisition and development of projects in upstate New York. Thus, in 1972, the Hart Companies was created as Guy's catch all business for his various ventures in the 1970s-2000s. During the 1970s and 1980s he acquired and rehabbed more than 600 units of income housing, he developed for General Electric, entered the hotel development arena, and expanded his brokerage business. In the early 1990s he noticed a trend toward the freestanding retail development model, especially pharmacies. He proceeded to complete more than 30 freestanding pharmacies plus other development projects. It was during that time that he met David Meath.

David, like Guy, had a history in brokerage. He also developed industrial scale and warehouse projects along the Canadian border in New York. David also owned Buck Paper Company, a small restaurant supply business. Since that time, David has expanded Buck Paper and changed its name to Buck Supply and Distribution with an extensive product offering, ranging from office technology to janitorial equipment.

As the partnership has continued, its gone through a few name changes, culminating in today's Hart Lyman Companies, which it has carried since Seamus P. Lyman's elevation to partnership, along with Guy's son, Guy Jr.

Under Guy Jr. and Seamus's leadership during the past seven years, HLC has built on Guy and David's work, and has developed more than 100 projects including more than 40 Walgreens stores and a number of banks from Burlington, Vermont to Myrtle Beach, South Carolina. Our breadth of tenant relationships is too numerous to mention. HLC continues to assist Walgreens in its expansion program in the southeast.

In 2010, HLC established international and renewable energy divisions. We acquired Honduran Holdings, based in Tegucigalpa, to help proliferate our renewable energy, development and mining businesses in Honduras and other parts of Central America. With offices and satellites in Syracuse, New York City, Atlanta, Honduras, and Vermont, HLC is devoted to high performance, conscientious development, domestically and abroad.

Partners

Guy W. Hart
Senior Partner
7085 Manlius Center Road
East Syracuse, New York 13057

Guy W. Hart Jr.
Managing Partner
7085 Manlius Center Road
East Syracuse, New York 13057

Seamus P. Lyman
Senior Partner/General Counsel
7085 Manlius Center Road
East Syracuse, New York 13057

David F. Meath
Senior Partner
7085 Manlius Center Road
East Syracuse, New York 13057

Hart Lyman Companies, LLC is a New York State limited liability company.

Cook+Fox Architects, LLP Principals

Additional Partners/Contractors

Cook+Fox Architects, LLP is an award-winning design studio based on a transformative vision: beautiful design shaped by a strong connection to place, high standards of sustainability, and a commitment to excellence enriched by the collaborative process. Best known for the LEED Platinum Bank of America Tower at One Bryant Park, Cook+Fox has developed a portfolio

of architecture that goes beyond LEED to restore, regenerate, and contribute to the urban environment.

The firm has designed many award-winning projects, including the LEED Gold Stephen Sondheim Theater, the LEED Platinum Live Work Home in Syracuse, New York, the LEED Platinum Skanska USA Headquarters in the Empire State Building, and Cook+Fox's own offices, which was the first LEED Platinum project in New York. Cook+Fox also won an international competition to design a 3.3 million square foot, mixed-use development at Government Center in Boston, Massachusetts.

Guided by the sister ethics of environmental stewardship and historic preservation, Cook+Fox seeks select projects that fundamentally re-think how buildings interact with people and the natural environment. Spanning many building types and scales, each project is therefore a tailored response in which layers of urban and natural history intersect with an ethic of truly modern design.

dbox, Inc.

dbox is an ideas-driven branding and creative agency specialized in designing and communicating brand messages and experiences across multiple platforms including web, film, print, and audio.

By relentlessly pursuing a customer-centric approach since 1996, we have helped clients in real estate, hospitality, architecture, art, and cultural sectors, to bring leading projects that are successful, relevant, meaningful and enduring to life.

We are a full-service agency working with talented architects, art directors, artists, illustrators, photographers, copywriters, film makers, and interactive designers. The diversity of our work ranges from (re)branding some of the most expensive residential projects in the world to creating marketing campaigns for commercial projects to independent visual arts projects, all of which continually coalesce technology, craft, and inspiration.

Headquartered in New York, we have offices in London and Taipei.

Client List
- 15 Central Park West by Robert A. M. Stern, NY USA, Zeckendorf Development
- 50 Connaught Rd by Robert A. M. Stern, Hong Kong, Apollo + NPH Ltd.
- 130 West 12th by Cook+Fox, NY USA, Rudin Development
- 535 West End Avenue by Christian La Grange, NY USA, EXTELL
- 650 MAD, NY USA, The Carlyle Group
- Kempe House, Hamilton Bermuda, SK Holdings
- Laureate by SLCE Architects, NY USA, STAHL Development
- Manhattan House by SOM, NY USA, O'Connor Capital Partners
- Metal Shutter Houses by Shigeru Ban, NY USA, HEEA Dev.
- New York by Gehry by Gehry partners, NY USA, FCRC
- Silver Towers by Costas Kondylis, NY USA, Silverstein Properties
- Superior Ink by Robert A. M. Stern, NY USA, RELATED
- One York by Enrique Norten, NY USA, Jani Real Estate
- The Aldyn, by Costas Kondylis, NY USA, EXTELL

Gorton & Partners, LLC

Gorton & Partners, LLC is a full service project management firm headquartered in New York City. The firm has successfully managed and developed numerous projects in the New York Metropolitan Area, including out-of-the-ground core and shell projects and interior renovations. Gorton provides a unique blend of technical and managerial services to address the increasingly complex building projects of the times, with the goal of developing and implementing an effective project management program tailored to fit the specific needs of each client and their project. Gorton & Partners has a successful track record of integrity and delivering value to our clients. Gorton & Partners will provide the following services: overall construction management including owner's representation, and development management.

JRA (Jack Rouse Associates)

JRA (Jack Rouse Associates) is a group of writers, planners, designers, media producers, and project managers based in Cincinnati, Ohio. Named by The Wall Street Journal as "one of the world's more prominent design firms," JRA has been structured to conceive, visualize, and realize unique visitor experiences around the globe, including one-of-kind theme parks, attractions, museums, and visitor centers.

JRA's specific services include master planning, exhibit and attraction design, writing, executive media production, and project management.

For more than twenty years, JRA has provided planning, design, and implementation services for the top names in the entertainment industry and cultural community, with clients including Universal Studios, Six Flags, LEGOLAND®, Warner Bros., Ripley's Entertainment, CNN, Kennedy Space Center, The Field Museum, The Franklin Institute, and the American Museum of Natural History in New York.

Jack Rouse Associates was founded in 1987, however, several of the firm's principals have been working together since the early 1970s. The company is a privately owned Sub-Chapter C corporation.

Services
JRA provides the following services via our full-time internal staff:

Writing/Content Development
Master Planning
Attraction/Exhibit Planning, Development and Design
Executive Media Production
Art Direction
Graphic Design
Project Management

Client List
American Museum of Natural History - New York, New York
The Coca-Cola Company - Atlanta, Georgia
Inside CNN Studio Tour - New York, New York/Atlanta, Georgia
Ferrari World Abu Dhabi - Abu Dhabi, United Arab Emirates
The Field Museum - Chicago, Illinois
The Franklin Institute - Philadelphia, Pennsylvania
Green Bay Packers Hall of Fame - Green Bay, Wisconsin
The Henry Ford - Dearborn, Michigan
Hershey's Chocolate World - Hershey, Pennsylvania
Kennedy Space Center Visitor Complex
LEGOLAND® California - Carlsbad, California
LEGOLAND® Windsor - Windsor, England
MOST Science Center - Syracuse, New York
National Geographic - Washington, DC
National Underground Railroad Freedom Center - Cincinnati, OH
Natural History Museum - London, England
PepsiCo - Purchase, New York
Procter & Gamble - Cincinnati, Ohio
Six Flags Theme Parks
Time Warner, Inc. - New York, New York
Twentieth Century Fox - Los Angeles, California
Universal Studios Florida - Orlando, Florida
Volkswagen - Wolfsburg, Germany
Warner Bros. - Burbank, California
Washington Monument Interpretive Center - Washington, DC

Management Resources

Company Profile
For more than three decades, Management Resources has helped a wide array of commercial and not-for-profit attractions create the kind of indelible experiences that keep visitors coming back again and again, while providing the financial, operational and marketing wherewithal to drive profitability and manage growth.

From providing physical planning requirements, staffing requirements and operating budgets for the National September 11 Memorial & Museum in New York to delivering marketing and ticket sales strategies for the American Museum of Natural History, we've made a name for ourselves all over the world, on projects large and small, by helping our clients maximize their assets, improve their performance and meet aggressive new revenue targets.

Client list
Alliance for Downtown New York
AOL/Time Warner, New York
Baltimore Zoo
Bethel Woods Performing Arts Center
Brooklyn Botanic Garden
Children's Museum of Southeastern Connecticut
CNN Time Warner Center, New York
Delaware Children's Museum
Discovery Channel, New York
Franklin D. Roosevelt Visitor Center
Great Adventure Park, New Jersey
Heritage Trails, Downtown New York
Independence Visitor Center, Philadelphia
Intrepid Sea, Air, and Space Museum
Inside People (Magazine), New York
Jones Lang LaSalle, New York

Lights of Liberty, Philadelphia
Maryland Science Center, Baltimore
The Mercer Museum, Pennsylvania
Mystic Seaport, Connecticut
National Aquarium, Baltimore
National Children's Museum, Washington DC
National Museum of the US Army
New York Botanical Garden
Philadelphia Flower Show
Radio City Music Hall
Smithsonian
Sony New Technologies, New York
Sports Illustrated Properties, New York
Warner Communications, New York
Whitney Museum of American Art

Terrapin Bright Green LLC

History

Terrapin Bright Green was founded in 2006 on the experience of four leading experts in the green building industry and some of the most highly sought-after advisers in the field. Together, this knowledge has established Terrapin as a trusted consultant to major corporations and developers, governments and other organizations seeking to answer the challenges of high-performance design in the 21st century.

Terrapin is an environmental consulting and strategic planning firm committed to improving the human environment through design, policy, and related research. Working across the US and internationally, our partners have been called on by private companies and public institutions, including the Lucasfilm's Letterman Digital Arts Center, the California Academy of Sciences, the National Museum of the American Indian, Disney Corporation, the Boston Convention Center, the Sydney 2000 Olympic Village, The Durst Organization, Bank of America Corporation, Cacique Resort, Starwood Hotels and Resorts, and Caribbean Properties Group. Our founders were instrumental in the creation of the US Green Building Council and its LEED rating system, and are frequently asked to serve as board members, jurors, and special advisors on green building.

At the request of governments and private developers, Terrapin's expertise has shaped the outcome of large-scale planning and design projects around the world. We are the authors of books and articles that have become essential references on green building, including Green Development: Integrating Ecology and Real Estate (1998) and "Greening the Building and the Bottom Line," published by the well-respected Rocky Mountain Institute. Our latest publication, Biophilic Design: the Theory, Science, and Practice of Bringing Buildings to Life, articulates the recent evolution and future direction of the industry.

In pursuing high-performance, environmentally responsive design, we have worked with some of the world's most innovative architects. Representative projects include exhibit design at the LEED Platinum California Academy of Sciences and the National Museum of the American Indian, environmental strategies for the LEED Gold David Lawrence Convention Center, and Cook+Fox Architect's LEED Platinum Bank of America Tower.

The firm represents an extensive global network of scientists, engineers, and technical experts on the leading edge of research in their respective fields. We engage these diverse partners as needed, bringing a multidisciplinary perspective to planning, design, and policy questions. Drawing on a collaborative methodology refined over fifteen years of practice, our role is to elevate conversations and help clients break new ground in thinking creatively about environmental opportunities.

Top of the World NY, LLC

History

The World of New York, LLC, a Delaware Corporation, was founded in October 1990. It is an S-Corporation. The company was formed to privatize the Observation Deck at the World Trade Center in New York City. In 1995, the company, with its joint venture partner, Ogden Entertainment, was awarded an 11.5-year lease for the Observation Deck. At the direction of the Joint Venture, the Observation Deck was renovated and revitalized. Management and marketing plans were developed and executed. ARAMARK purchased Ogden Entertainment in 2000 and continued the role as a Joint Venturer with The World of New York, LLC until September 11, 2001. Their firm is now named Top of the World NY, LLC.

The World of New York, LLC and the Joint Venture ceased business operations following the attack on the World Trade Center, September 11, 2001.

Corporate Officers

Don Gregory
Co-Chairman and Secretary
1730 Avenida Del Mundo Suite 1209
Coronado, California 92118

Richard B. Belkin
Co-Chairman and Treasurer
2143 East Desert Garden Drive
Tucson, Arizona 85718

Top of the World NY, LLC is formed in the State of Delaware.

Van Deusen & Associates (VDA)

Elevator Consultant

VDA® offers consulting services encompassing all phases of vertical transportation systems, and our diversified experience and skilled, professional personnel have earned the firm recognition as one of the world's finest independent specialty consultants. Since its founding in 1980, VDA has provided services for more than 15,000 projects.

The building community's most prestigious architects and engineers call on VDA to consult for innovative plans and solutions that make every new project a showcase of aesthetics, efficiency, and safety in context of proposed structural function and surrounding settings. The firm applies the same diligence and unique approach to every assignment from the smallest residential job to the largest commercial campus or transportation hub.

Wildlife Conservation Society

The Wildlife Conservation Society saves wildlife and wild places worldwide. We do so through science, global conservation, education and the management of the world's largest system of urban wildlife parks, led by the flagship Bronx Zoo. *Mannahatta* (1999–2009) and *Welikia* (2010–2013) are projects of the Wildlife Conservation Society that provide the basis for all the people of New York to appreciate, conserve and re-invigorate the natural heritage of their city. Together these activities change attitudes towards nature and help people imagine wildlife and humans living in harmony. WCS is committed to this mission because it is essential to the integrity of life on Earth.

The Wildlife Conservation Society, founded in 1895, has the clear mission to save wildlife and wild places across the globe. Our story began in the early 1900s when we successfully helped the American bison recover on the Western Plains. Today, we protect many of the world's iconic creatures here and abroad, including gorillas in the Congo, tigers in India, wolverines in the Yellowstone Rockies, and ocean giants in our world's amazing seascapes.

During our 115 years, we have forged the power of our global conservation work and the management of our five parks in New York City to create the world's most comprehensive conservation organization. We currently manage about 500 conservation projects in more than 60 countries; and educate millions of visitors at our five living institutions in New York City on important issues affecting our planet. Our parks include: the Bronx Zoo, New York Aquarium, Central Park Zoo, Prospect Park Zoo and Queens Zoo.

With a commitment to protect 25 percent of the world's biodiversity, we address four of the biggest issues facing wildlife and wild places: climate change; natural resource exploitation; the connection between wildlife health and human health; and the sustainable development of human livelihoods. While taking on these issues, we manage more than 200 million acres of protected lands around the world, with more than 200 scientists on staff.

The WCS parks in New York City welcome four million visitors each year, and help the city to educate millions of schoolchildren in science and conservation issues.

Our history, dating back to ensuring the survival of the American bison, inspires our work each day. We hope our work in turn inspires millions to take action to protect the natural resources that are so important to all life on our fragile Earth.

9C SPECIFIC QUALIFICATIONS AND EXPERIENCE OF PROPOSER'S STAFF

ARAMARK

Bruce W. Fears
President

As President of ARAMARK Parks and Destinations, Mr. Fears is responsible for ARAMARK's operations at more than 14 state and national parks, and other resort/conference operations across the United States.

Mr. Fears has more than 30 years of experience in the hospitality industry. During his first tenure with ARAMARK, he rose to the level of Vice President, Western Region. In addition to his parks and resorts responsibilities, he was an integral part of ARAMARK's management team at the 1980 Winter Olympics in Lake Placid.

Mr. Fears received his Bachelor of Arts degree from Bridgewater College in Virginia and continued through programs at University of London's School of Economics and University of Florida's School of Management.

L. Scott Cook
Vice President of Human Resources

Scott joined the ARAMARK team in February, 2012 as the Vice President of Human Resources, bringing over 20 years of executive and leadership experiences in a number of solutions-based service industries. He specializes in aligning business and people strategies and helping organizations build pipelines of talent to meet changing marketplace needs.

Scott came to ARAMARK after 12 1/2 years at Day & Zimmermann, a $2.5 billion diversified services company. While at D&Z, Scott held a variety of positions, including chief of staff to several business unit presidents, lead due diligence and integration efforts on a number of projects and most recently created a corporate-wide talent and organizational development capability. In this role, he created a centralized staffing center of excellence, built and implemented an integrated talent management and development strategy and led the company's diversity program. Prior to joining Day & Zimmermann, Scott was the Vice President of Management and Organizational Development for CIGNA's Property and Casualty Group in Philadelphia.

Scott holds and BA in Psychology from Eastern Nazarene College and a Master's in Organizational Development from Temple University. He currently sits on a number of boards, including: the Talent Acquisition Leadership Alliance, the HR Management Institute and the Human Resources Executive Alliance.

David Zerfing
Chief Financial Officer

Mr. Zerfing is responsible for overseeing and managing finance functions for ARAMARK's Parks and Destinations portfolio. He supports major finance activities, strategic growth activities, and personnel development. He was responsible for the development of a financial model and business plan for the $2 billion Montreux Project consisting of 3,000 rooms, 500,000 square feet of retail space, nine restaurants, and 90,000 square feet of gaming space. Mr. Zerfing also developed a financial plan to secure financial commitment from a Wall Street investment bank. Prior to this project, he held executive positions at Bally's/Paris in Las Vegas, and other prestigious properties in the casino industry.

Mr. Zerfing received a B.A. in accounting from Moravian College and is a registered C.P.A. in Missouri.

Sandy Heilman
Vice President of Sales and Marketing

Ms. Heilman is a versatile travel industry executive with a proven track record developing and implementing marketing and e-commerce strategies that boost market share and revenue through offline and online distribution channels. In this position, she directs and oversees all of ARAMARK's Parks and Destinations marketing functions. This includes the development of annual marketing plans and strategies and the execution of each of these plans.

She held executive marketing positions in La Quinta Corporation and Choice Hotels before joining the ARAMARK family. Ms. Heilman is a graduate of Eastern Michigan University, holding a B.B.A. in marketing. She also was Chairperson for La Quinta United Way and achieved La Quinta Corporate Department of the Year.

Brian Stapleton
Corporate Executive Chief

Mr. Stapleton joined the Ritz-Carlton Company as Sous Chef at the Atlanta Ritz-Carlton, a AAA Four-Diamond, Mobil Four-Star hotel, in 1987. Over the next 10 years, he held a series of chef positions at Ritz-Carlton properties as his talents continued to be recognized and rewarded. He became Executive Chef at the Four-Star, Four-Diamond Ritz-Carlton in St. Louis in 1991, and two years later was honored as St. Louis's Chef of the Year. In 1994 he was named Executive Chef at the Ritz-Carlton in Palm Beach, Fla., a AAA Five-Diamond, Mobil Five-Star hotel.

Mr. Stapleton became Executive Chef at The Siena Hotel in Chapel Hill, North Carolina in 1995. He quickly made the AAA Four-Diamond hotel restaurant, Il Palio, one of the most popular fine dining venues in the Research Triangle (Raleigh, Durham, and Chapel Hill) area. Il Palio in 1999 was named Restaurant of the Year, and Mr. Stapleton was honored as Chef of the Year in the Triangle.

He appears on local and national television and at charity events in North Carolina, and travels throughout the country performing demonstration cooking and representing North Carolina in various food and wine events. He is a graduate of the California Culinary Academy in San Francisco.

Bob Marshall
Senior Vice President of Operations

Mr. Marshall has been in the hotel industry for most of his 25-year career, holding senior management positions from an early stage. Properties that he managed include Wyndham Sugar Bay Beach Club & Resort (USVI), Wyndham Franklin Plaza (Philadelphia), and Morgan Bay Resort (West Indies).

He joined Delaware North Companies Parks & Resorts in 2002 as Vice President of Operations responsible for $150 million in managed volume consisting of nine locations, most notably the Kennedy Space Center, Yellowstone, Grand Canyon, and Niagara Falls. Mr. Marshall joined ARAMARK with responsibility for all of its Parks and Destination operations in the U.S.

He is a graduate of the Academy of Culinary Arts, with an Associate Degree in applied science, as well as Widener University with a Bachelor of Science.

Eliot Hermanson
Regional Vice President of Operations

Mr. Hermanson is responsible for all ARAMARK Parks and Destinations East Region accounts, leading more than 90 salaried and 2,000 hourly team members. After several general management positions in various restaurant locations, he took on leadership roles at Rock Bottom Restaurants, quickly rising through the ranks from Regional Manager to Vice President of Operations. He grew Rock Bottom Restaurants from seven to 44 total locations during his tenure and was accountable for sales of more than $170 million.

Mr. Hermanson is a dynamic leader in people, sales, profit, and process leadership in the restaurant industry. He has demonstrated expertise in managing high-volume, fast-paced restaurants focused on quality food and service in an inviting atmosphere. He has a proven record of accomplishments in new business development, growing existing business and turning around under-performing operations in a turbulent economy. He leads development of cost-effective programs while building strong teams, industry knowledge, and delivering results.

Mr. Hermanson is a graduate of the Rochester Institute of Technology and holds a Bachelor of Science in hospitality and tourism.

Hart Lyman Companies, LLC Principals

Guy W. Hart
Senior Partner

7085 Manlius Center Road
East Syracuse, New York 13057
315.671.1500
ghart@hlcos.com

Experience
2000 to Present
Hart Companies LLC - East Syracuse, NY
Hart Lyman Companies LLC - East Syracuse, NY
Founder/Senior Partner

- Preferred Developer Walgreen Co.
- Developer of 44+ Walgreen Stores throughout New York, Vermont, Pennsylvania, North Carolina and South Carolina.
- Developer of several retail stores such as Dunkin Donuts and Tim Horton's, as well as other commercial retail projects such as Key Bank (Buffalo, NY), car washes and office buildings.

Finance: 50,000,000 in financing of newly developed and existing projects for clients.

1970 - Present
Hart Brokerage - East Syracuse, NY
Commercial Real Estate Sales and Development G.E.

- Broadcasting (G.E. Cable Vision, Watertown, New York).
- Automobile dealerships - Mucci White/Mercedes trucks.
- Trucking terminals.
- Gas stations and convenient food stores, etc.

1973 - 1981
Apartment Development, Rehabilitation and Construction

- Rehabilitation and construction of 800-unit apartment units in Syracuse, Utica and Rome, New York and Newark, Delaware.

1982 - 2000
Hart, Meath & Primo, LLC - East Syracuse, NY
Senior Partner

- Development of 30+ free-standing drug stores.
- Selected and developed sites for 50,000 square foot U.S. Post Office facility and U.S. Post Office branches.

1969 - 1970
Real Estate Associates
Commercial Sales Manager

1968 - 1970
Longley Jones Associates

- Commercial and industrial real estate sales.

1967 - 1968
Grossman Industrial Properties
Syracuse Division Manager

- Managed 500,000 square feet of commercial and industrial space.

1965 - 1967
Amos Associates

- Commercial Real Estate

Education
1963-1966 - Syracuse University, Economics and Real Estate
1961-1963 - Niagara University, Political Science

Licenses
1969-Present - New York State Brokers License
1973-1974 - New York State Society of Real Estate Appraisers

Affiliations
1982-Present - Ronald MacDonald House - Syracuse, new York
Founder/Vice President
1981 - Children's Special Needs Fund at Upstate University Hospital Children's Cancer Unit - Syracuse, New York
Vice President

Religious Vocation
Roman Catholic Diocese of Syracuse
1998-2002 - Deacon Formation
2002 - Ordained Deacon

Assignment
2002-Present - St. Francis of Assisi - Bridgeport, NJ
2010-Present - St. Matthews - East Syracuse, NY

Adam L. Barsky

529 West 42nd Street, Apt. 8M
New York, NY 10036
(917) 733-3758
adam.barsky@hotmail.com

Highly accomplished senior executive with demonstrated success in change and crisis management. More than twenty years of experience in management and public policy. Recognized for broad strengths in strategic planning, management team building, operations management, turnaround management, organizational reengineering, financial management and communications. Proven ability to manage complex organizations and large complex transactions.

Work Experience
2007-Present
Israel Discount Bank of New York
Executive Vice President and Chief Risk Officer

IDB Bank of New York is the New York area's tenth largest commercial bank with more than $9 billion in assets. Part of new senior management team brought in to turn around the bank after issuance of a cease and desist order and change of ownership.

Responsible for all aspects of risk management at the bank including: credit, market and operational risk.

Responsible for review and approval of global lines of credit and counter party exposure.

Navigates the bank through the global financial crisis, took series of remedial measures including: restructuring the balance sheet, improving liquidity and raising asset/credit quality which minimized losses and impairment charges.

During this period of turnaround stewardship, the bank's profitability increased, operational efficiency improved and capital ratios strengthened; earning the bank the "well capitalized" designation by federal regulators.

Established and implemented the Enterprise Risk Management (ERM) program including the Internal Capital Adequacy Assessment Program (ICAAP). Work with the Tel Aviv parent bank, implemented requirements of the Basel II accord principles as mandated by the Bank of Israel.

Reports directly to the president, executive committee and board of directors. Member of Investment Committee, Asset and Liability Committee (ALCO), Information Technology Steering Committee, Credit Committee, Business Continuity Committee and Senior Management Committee.

2006-2007
Israel Discount Bank of New York
Executive Vice President and Treasurer

Responsible for managing bank investment portfolio ($5 billion) and global treasury functions including access to capital market and foreign exchange trading. Responsible for International and Correspondent banking including lending and investment activities in emerging markets. Served as a member of senior management committee, credit committee, investment committee, ALCO committee, anti-money laundering oversight committee, business continuity committee and SOX committee. Developed annual business plan and five-year strategic plan.

2003-2006
The State of New York
Deputy Secretary to Governor Pataki for Public Authorities, Finance and Housing, and New York City Issues

Oversee administration and capital services-related regulatory agencies, housing agencies and public authorities for the Governor, including the Dormitory Authority, the Metropolitan Transit Authority, the Port Authority of New York and New Jersey and the Departments of Taxation and Finance, Banking, Insurance and Division of housing and community renewal.

Major accomplishments include: Creation of Goldman Sachs global headquarters, Public Authority reform, Lower Manhattan redevelopment, higher education finance reform, health care conversions, State real estate lease consolidation, insurance industry reform, development of $38 billion five-year transportation capital plan and coordinating State's access to capital markets as well as liaison to credit rating agencies.

2002-Present
Millbrook Capital Management
Executive Vice President/Advisory Board Member

Responsible for administration and capital raising for the firm's flagship fund MMI Investments.

Responsibilities also include fund structure, investor relations, investment committee and regulatory compliance. MMI is a hedge fund specializing in corporate governance and shareholder activism for small cap value companies.

2000-2002
The City of New York
Budget Director. Appointed to be the Chief Financial Officer of the City by Mayor Rudolph W. Giuliani

Responsible for preparation and management of City's $40+ billion operating budget and $50 billion capital improvement program.

During tenure as Budget Director, the City's credit rating was raised to its highest level ever and achieved record setting surpluses. These accomplishments were achieved by designing and implementing: cost cutting initiatives, revenue enhancements, agency reorganizations and consolidations, performance based strategic planning and tax reform and reduction.

Duties included (i) managing OMB and its 400 professionals (ii) negotiating contracts with labor unions (iii) managing the City's global capital borrowing program by coordinating the rating agencies, investment banking firms, legal advisors, institutional investors and media (iv) responsible for financial reporting, audit coordination and relations with the City's fiscal monitors and (v) revenue and economic forecasting.

Awarded "Municipal Deal of the Year" by SMITH's Research & Ratings Review 2001 Municipal All-Star Analysts Program, following the City's successful sale of $1 billion in Recovery Notes on October 2, 2001.

Coordinate the City's relationships and initiatives with the federal, state and local governments.

1998-2000
The City of New York
Director of the Mayor's Office of Operations

Responsible for all aspects of managing the Office of Operations, which oversees the daily operations of all City agencies by providing them with technical assistance and consulting services as well as audit coordination and risk management. The Office of Operations coordinates multi-agency initiatives as well as streamlining and restructuring City government in order to enhance service quality and ensure efficient agency management and accountability.

Served on three Member City Technology Steering Committee responsible for the City's e-government initiatives.

Served as the Executive Director for the Mayor's task force on energy and tax reform.

Served as the Mayor's representation to the Governor's Task Force on Pensions.

Oversaw publication of the twice-annual Mayor's Management Report, which is used as the City's major strategic planning and management accountability tool.

1997-2002
The City of New York
Chairman of the new York City Employees Retirement System (NYCERS)

Responsible for directing the City's Pension policies and investments for assets in excess of $80 billion as Chairman of both the NYCERS and New York City Teacher's Retirement System.

Responsible for providing strategic direction for long-term planning, asset allocation, plan design and proxy issues.

Established new guidelines and criteria for manager selection, monitoring, performance measurement and terminations.

Led the board into new asset classes including alternative investments in order to achieve portfolio diversification and non-correlated assets.

1995-1998
The City of New York
Acting Commissioner/First Deputy Commissioner of Department of Finance

Chief Executive/Operating Officer responsible for the management of the department and its 3,400 professionals.

Administer $20 billion tax assessment and collection system including the implementation of an award-winning, fully integrated multi-agency information system.

Oversaw tax policy, designed and implemented the most extensive tax reform and reduction in the City's history.

Created the City's first Tax Lien Securitization Program that was awarded "Deal of the Year" by Governing magazine.

Responsible for the division's of treasury, audit and enforcement, property, revenue operations, administration, and consolidations.

1994-1995
New York City Economic Development Corporation
Chief Financial/Operating Officer

Responsible for divisions of corporate finance/credit, corporate strategy, budget, accounting, MIS, human resources, contract administration and compliance. The New York City Economic Development Corporation (EDC) is a not-for-profit corporation designed to protect and enhance the City's job and revenue base through the provision of comprehensive economic development services, including commercial and industrial real estate development, financial services, and the development and management of waterfront properties, transport systems, and wholesale markets. EDC also administers the New York City Industrial Development Agency and the Trust for Cultural Resources which authorizes tax exempt financing.

1993-1994
M&M International
Chief Financial Officer

Provided strategic direction and financial advisory services to regional and international clients in connection with the organization, development and financing of real estate, public finance, manufacturing co-generation power projects, waste-to-energy facilities and recycling facilities.

1988-1993
The Town of Babylon
Town Comptroller/Director of Finance

Chief Financial Officer for a municipal government with a $100 million operating budget and $300 million capital budget servicing about 225,000 residents.

Responsible for the divisions of budget, accounting, audit, treasury, accounts payable, employee benefits, risk management, data processing, and federal and state grant program administration.

Formulated and implemented a multi-year General Fund tax reduction program resulting in downsizing of overall government expenditures, upgrade of municipal bond credit rating, productivity enhancements, and increase in quality service levels to residents.

Structured and negotiated all general obligation and revenue bond issues totally in excess of $300 million for a variety of municipal projects including a resource recovery plant, state-of-the-art recycling facility, affordable housing projects, recreational facilities and various road and bridge projects.

Developed the town's long-term sold waste system and environmental policy.

Drafted state and local legislation with respect to sanitation regulation, environmental protection, planning, and zoning in order to balance needs of the community, business, and environment.

1992-1994
United States Federal District Court
Special Master

Appointed Special Master by the Honorable Leonard D. Wexler, United States Federal Court, Eastern District, to oversee certain large government seizure and forfeiture cases.

Responsibilities included coordination with U.S. Attorney and U.S. Marshall, review of management policies and procedures, financial statements and overall operations in order to safeguard assets and report to the Court.

1987-1988
Kidder Peabody & Co.
Senior Analyst

Assistant to the Senior Group Vice President responsible for Mutual Funds and the Premium Account that represented over $10 billion of the firm's managed assets.

Strategic planning responsibilities included developing and implementing business plans, annual budget, operating policies and procedures and system of internal controls.

Responsible for preparing profitability reports and cost studies for the Chief Executive Officer, Management Committee, Chief Financial Officer and Director of Operations.

Served as Project Coordinator and Administrator for the automated Regulatory Operation and Accounting Reporting Package (ROAR) for the purpose of maintaining compliance with SEC regulations and federal banking laws.

1984-1987
Arthur Andersen & Co.
Senior Accountant/Consultant

Performed audits and consulting projects for publicly and privately held companies in various industries, including financial services, telecommunications, retail, media and public utilities.

Analyzed and evaluated financial statements and SEC regulatory filings.

Prepared and presented business and internal control recommendations.

Trained, supervised and evaluated members of staff and worked extensively with engagement partners and managers.

Professional Associations and Community Organiations

Certified Public Accountant, New York State
NASD Series 22
Member, American Institute of Certified Public Accountants
Prior Member, National and State Government Finance Officers Association
Prior Member, American Banking Association
Member, National Arts Club
Member, Salmagundi Club
Elected member of the Alumni Board of Directors of SUNY at Albany
Adjunct Professor for Budgeting and Financial Management Baruch Graduate School of Public Affairs
Former Member, Board of Directors of the Guide Dog School for the Blind
Former Member of the Lincoln Center Development Corporation

Education
May 1984 - State University of New York, Bachelor of Business Administration, Cum Laude
Albany, NY, Class Councilor, Controller, Student Association

Guy W. Hart, Jr.
Managing Partner

7085 Manlius Center Road
East Syracuse, New York 13057
315.420.2521
ghartjr@hlcos.com

Work Experience
January 2003-Present
Hart Lyman Companies, LLC - East Syracuse, NY
Partner/Managing Partner

Conducts general oversight of all affiliate businesses and major projects worldwide

Select and contract to purchase over 100 sites nationally for tenants including Walgreen Co.

Work with local, state national and foreign governments to obtain approvals for major projects.

As Partner, Created sophisticated demographic and site location packages for several super regional and national retail tenants. Have been primarily instrumental in securing Walgreen Co. as client through such packages.

February 1998-January 2003
G.W. Hart Development Corp./Hart, Meath & Primo, LLC (Independent Contractor) - East Syracuse, NY
Project Developer

Selected and contracted to purchase several sites throughout the Northeast and Mid-Atlantic for the development of U.S. Post Offices.

Created broad demographic and site location packages for several credit tenants.

Lead and assisted in securing governmental permits for development projects.

May 2000-Present
Freelance Fiction Writer - Syracuse, NY
Worked under the tutelage of Published fiction writers including Best Selling and Award Winning Junot Diaz.

Published *The Provider* in the online literary magazine, Reinventing the World in the November issue of 2002.

December 1995-June 1996
United States Senator Strom Thurmond - Columbia, SC
Campaign Staff

Responsible for drafting and editing correspondence to top tier contributors .

Worked as liaison to and facilitator for top tier contributors.

Assisted in coordination of and acted as representative for Senator Thurmond at major political events.

Education
May 1996 - The University of South Carolina - Columbia, SC
B.A. with Double Major in Government and International Studies
GPA: 3.4

December 1994 - Manhattan College - New York, NY
Major in Government, Minor in English, GPA: 3.2

Organizations
November 2000-Present
ThINC (The Institution for a Now Culture)
Vice President and Charter Member of the Board of Directors

Was instrumental in the success of this 1,000+-member organization. ThINC was the pre-eminent emerging arts organization in Central NY.

Completed successful merger with Syracuse 501c3, Avenue of the Arts.

April 2009-October 2010
Rosamond Gifford Lecture Series
Member of the Board of Directors

June 2009-July 2011
Member of the Charitable Giving Committee

April 2009-January 2011
Christian Brothers Academy
Member of the Major Gifts Committee

Seamus P. Lyman
Senior Partner/General Counsel

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East Syracuse, NY 13057
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slyman@hlcos.com

Work Experience
February 2003-Present
Hart Lyman Companies, LLC - East Syracuse, NY
Senior Partner & General Counsel

Lead partner responsible for the preparation, negotiation & administration of commercial real estate contracts, leases and closings; general corporate/LLC, transactional and real estate tax planning & compliance; company liaison to outside counsel, lender's counsel, tenants' counsel, brokers and title companies.

Guest Lecturer:
February 2006 - Cornell University Law School – Law 679 Real Estate Transactions and Deal Structuring. Class contained graduate students from the following graduate programs: Law, MBA, Real Estate, and Hotel Administration.

October 2002-June 2004
Blitman & King, LLP - Syracuse, NY
Tax/ERISA Associate Attorney

March 2001-October 2001
McAlpin & Brais, P.A. - Miami, FL
Litigation Associate Attorney

January 2000-April 2000
United States International Trade Commission - Washington, D.C.
Law Clerk: Office of the General Counsel

Education
Expected 2013 - Freie Universität Berlin - Berlin, Germany
Center for Global Politics, M.A. East European Studies

May 2008 - Georgetown University Law Center - Washington, D.C.
LL.M., Taxation
May 2000 - LL.M., International and Comparative Law
Honors: GPA 3.17
Summer 1997 - Summer Law Program at the University of Heidelberg, Germany
Honors: GPA 3.67

May 1999 - Nova Southeastern University - Fort Lauderdale, FL
Shepard Broad Law Center, J.D.
Honors: GPA 3.12, Top 25th Percentile of Class, Dean's list - Fall 1997, Winter 1998, Winter 1999, Phi Delta Phi
Journal: Nova Law Review 1998-99 (write-on member)

May 1995 - Syracuse University - Syracuse, NY
M.A. Linguistic Studies, concentration: Language, Culture & Society
Honors: GPA 3.2
B.A. German Language, Literature & Culture
Activities: Varisty Wrestling - Four-year starter, Varisty Lacrosse - NCAA Champions 1993, 1995

Publications/Languages
Co-author "ERISA Update: Year 2003 Status Report" at the Annual Program of Labor and Employment Law for the Center for American & International Law, October 2003; Co-author "2004 Supplemental Chapter on Pension and Benefits, International Labor & Employment Laws Volume I / German, Spanish, Portuguese (Basic)

Bar Memberships
State Courts: New York, Florida, District of Columbia; Federal Courts: U.S. District Courts for the Southern and Northern Districts of Florida and Northern District of New York; U. S. Court of Appeals 11th Circuit; U. S. Tax Court; U. S. Court of Federal Claims

Affiliations
New York Bar Association (Real Property & Taxation Sections); Florida Bar Association; District of Columbia Bar Association; Cornell University Real Estate Council; International Council of Shopping Centers

David F. Meath
Senior Partner

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Plattsburgh, NY 12901
518-561-4300 x108
dmeath@bucksupply.net

Employment
1978-Present
President, Buck Supply and Distribution Company - Plattsburgh, NY

Buck Supply is a wholesale distribution company serving northern New York State and Vermont with industrial packaging materials and sanitary supplies and equipment.

Real Estate Broker/Developer

Licensed New York State Real Estate Broker. Own and manage 500,000 SF of industrial/warehouse building space in northern NY, along with various office space and retail buildings.

Senior Partner - Hart Lyman Companies - Syracuse, NY

Own and manage thirty plus, regional and national drug store properties, and numerous other retail, governmental and commercial properties. Developed over seventy regional and national pharmacies, numerous retail and commercial project through the eastern United States. Experienced in negotiating commercial lease, securing financing, and managing projects.

1975-1978
Account Manager, Sales, NCR Corporation - Albany, NY

Education
1975 - Elmira College - Elmira, NY, B.A. Business Administration/Economics
1996 - University of Phoenix, MBA Finance

Activities
Director and Chairman, Audit Committee – Champlain National Bank, Willsboro, NY
Loan Committee – North Country Alliance
Finance Committee – CVPH Medical Center, Plattsburgh, NY
Director & Finance Committee – Clinton County Development Corp. (TDC)

Richard B. Belkin

Dick was borin in Hartford, Connecticut. He received a Bachelor of Arts degree from the University of Hartford (Hiller College) and a Master of Science degree from Syracuse University. Mr. Belkin continued his business education while at General Electric, attending the GE/Harvard Management School studying marketing, strategic planning, and general management.

Mr. Belkin joined the General Electric Company in 1961, following his employment at WAST-TV in Albany, New York. His 10-year career with General Electric included positions as Vice President and General Manager of KOA-AM and FM in Denver, Colorado; Vice President and General Manager of WRGB-TV, WGY-AM, WGFM-FM in Shenectady, New York; and General Manager of the Command Performance television network in New York and Syracuse, New York. While leading the network, Mr. Belkin created and developed the concept and business plan for live, large-screen, horse racing for Connecticut's entry into off track betting.

In 1972, Dick joined the Outlet Company of Providence, Rhode Island, as Vice President and General Manager of WNYS-TV in Syracuse, New York, and remained in the position for three years.

Mr. Belkin joined McClatchy Newspapers, Inc. in Sacramento, California in 1975 as Executive Vice President and a member of the Board of Directors. There he was responsible for radio, television, and cable of operations throughout Northern California and Reno, Nevada.

In 1977, Dick joined Lee Enterprises, Inc. in Davenport, Iowa as Vice Present of Broadcasting and Strategic Planning. Mr. Belkin served as a member of the Board of Directors of the New York Stock Exchange Company. His responsibilities included stations in West Virginia, Nebraska, New Mexico, Arizona, Oregon, and Hawaii. His production companies produced programming for networks and syndication.

Mr. Belkin joined with Mr. Gregory, in 1990, to form The World of New York, Inc. and later, The World of New York, LLC - the operators, with the ARAMARK, Corp., of the World Trade Center Observation Deck. Their firm is now named Top of the World NY, LLC.

Mr. Belkin resides in Tucson, Arizona where he has served as President of the Tucson Jewish Federation of Southern Arizona, Board Chairman of the Tucson Jewish Community Center, and Board President of The Tucson Hebrew Academy.

Don Gregory

Don Gregory produced on Broadway *My Fair Lady* starring Rex Harrison, *Camelot* starring Richard Bruton (and later Richard Harris), the award-winning *Othello* starring James Earl Jones and Christopher Plummer, for which Mr. Gregory won a Tony Award, *Clarence Darrow* starring Henry Fonda and *The Belle of Amherst* starring Julie Harris, for which Mr. Harris won a Tony Award.

Mr. Gregory also produced Dore Schary's *FDR* with Robert Vaughn, which became a motion picture and *Paul Robeson* starring James Earl Jones, which became a TV special after its Broadway run. In addition, Mr. Gregory produced *Nobody Don't Like Yogi* starring Ben Gazzara and brought to New York the long running British play *The Woman in Black*. His TV productions of "Clarence Darrow," "The Belle of Amherst," and "Paul Robeson" won Christopher Awards. "Clarence Darrow" was also the recipient of the coveted Peabody and Emmy Awards. He produced the national tour of *La Cage Aux Folles* and the 25th Anniversary tour of *The Belle of Amherst* starring Julie Harris.

Mr. Gregory began his career as an actor, but then switched to the entrepreneurial side of show business by not only naming, but launching New York's Coffee House movement, one of the great incubators for new talent. He later joined the Agency of the Performing Arts rising to the post of Vice President responsible for such clients as Harry Belafonte, Bobby Darin, Rowan and Martin, Frank Gorshin and Red Buttons. Mr. Gregory, an alumnus of the University of Connecticut, was the Senior Advisor to the fine Arts Department of that University. Mr. Gregory was Executive Producer of the CBS Movie of the Week "Fire in the Dark," starring Olympia Dukakis, Lindsay Wagner and Jean Stapleton, the NBC movie "Father & Son: Dangerous Relations," starring Louis Gossett Jr. and Blair Underwood, and "Harvey" starring Leslie Nielsen and Harry Anderson for Hallmark and CBS.

In addition, Mr. Gregory served as the co-chairman of The World of New York,which leased and operated the Observation Deck at the World Trade Center in New York, from 1995 thru 9/11.

Charles J. Maikish

9 Tyler Place
Stony Point, New York 10980
862-812-6052

Skills Profile
Accomplished Senior Executive with broad administrative experience, including budget, business planning and organizational re-engineering, who has been responsible for a billion dollar multi-faceted real estate business enterprise with over 300 managerial and technical staff and 4,000 contract employees. Proven effectiveness in the development and management of major real estate and transportation projects, as well as hands on experience in construction, project management, and physical facility maintenance and operations. Oversaw and negotiated over $10 Billion of real estate transactions encompassing over 30 million square feet of space. Well-traveled in Asia, South America, Russia and Europe with major business contacts in global business and infrastructure development.

Seasoned attorney with significant commercial transaction and complex litigation experience.

Accomplished public speaker and media manager with major involvement in community, not for profit and public interest initiatives.

Major Accomplishments
Senior Executive appointed by Governor George E. Pataki and Mayor Michael R. Bloomberg in 2005, charged with primary responsibility for coordinating the construction activities of more than $20 billion in significant residential, commercial and major public infrastructure development, including the World Trade Center site.

Senior Real Estate Executive responsible for rationalizing, restructuring, and executing capital investment operations and support services, as well as the Asset Management negotiation of sale, disposition and acquisition of major real estate for the second largest bank in the world; through several mega mergers and acquisitions and the largest asset management firm in the world.

Results oriented Senior Executive appointed by the Board to be responsible for the recovery and reconstruction of the World Trade Center after the February 1993 bombing.

Senior Executive fully responsible for the creative restructuring, redevelopment and repositioning of the World Trade Center business, including privatizing major business operations, attracting private sector investments in retail and public space, the redevelopment and sale of the Vista Hotel, and the formulation and implementation of an $800 million capital reinvestment program for the development and asset management of the New York World Trade Center.

Senior Executive responsible for the formation of the Queens West Development Corporation, the planning and launching of the Queens West Development project, and the design, development and implementation of the successful Hoboken Ferry Project revitalizing ferry service on the Hudson River.

Senior Attorney responsible for successfully litigating major protracted cases involving such diverse matters as major air crashes, construction contract claims, FELA matters, commercial lease and contract disputes, false arrest and civil rights cases, general tort litigation, administrative practice before Regulatory Agencies in utility rate regulatory matters. Negotiated the first small power production energy sales utility contract in the State of New Jersey.

Serving on numerous Boards as both Chairman and Committee Chairman and as a Professor of Real Estate in the Master of Science Program at New York University.

Work Experience
2009-Present
BlackRock
Managing Director/Global Head of Corporate Services

Supervise and manage the Global Real Estate Corporate Services Department that has over 100 employees dedicated to providing high-quality working spaces and facilities for our people and the business partners and clients. Focused on delivering excellence and efficiency at all global locations during expansion and oversee the integration of BlackRock and BGI.

2005-2008
Lower Manhattan Construction Command Center
Executive Director

Supervise all residential and commercial development over $25 billion in Lower Manhattan south of Canal Street. Ensure that the construction proceeds as scheduled by mediating conflicts between projects, agencies, and the Lower Manhattan community. Coordinate community information, construction logistics, utilities, environmental compliance, safety, diversity and equal opportunity.

1998-2005
J.P. Morgan Chase & Co.
Executive Vice President, Real Estate Business Services (REBS)

Managed the Firm's real estate and client services, physical facilities, strategic space planning and security services – worldwide. In addition, oversaw REBS Financial Services as well as Distribution and Support Services (i.e., transportation, mail services and records management). As the EVP for RE and Corporate Services, I was responsible for the entire firm's physical infrastructure and support services. My responsibilities encompassed a real estate portfolio that included 40 million square feet in 1998, growing through mergers and acquisitions to over 60 million square feet by 2005.

My responsibilities included: Managing and Directing; the Global Real Estate and Client Services Function, including strategic space planning; Global Facilities Services; Global Security Fire and Life Safety; Planning, Design & Construction and Project Management; Financial Services and REBS H.R. Services, these were global functions with regional delivery of services. The REBS Division encompassed an FTE Headcount of over 1300 with contract staff of over 4500. We had a direct Operating Budget of approximately $350 million and a Managed Budget of $1.8 billion in Operating Expense. Our Capital Spend varied on whether we were in Acquisition and Build Mode or Growth Containment Mode. For 2001, with the JP Morgan acquisition we spent in excess of $1 billion on Capital. In

2004 our Capital Spend was at the $300 million mark.

Clearly one of my major responsibilities for JP Morgan Chase was the development and execution of a Strategic Plan for the efficient managing of the Real Estate Portfolio. Of the 60 million square feet, about 40 percent was owned and 60 percent was leased. Generally, it contained commercial buildings ranging in size from 2 million square feet in Midtown, NY, to stand alone retail branches, to call centers encompassing 400,000 square feet on a single level, to back office processing and operation at suburban campuses in Florida, Texas, Arizona, India, Philippines, Australia, Singapore, Japan, Hong Kong, Bournemouth England, Brooklyn, Jersey City and Long Island. On average, I would oversee and directly negotiate over a billion dollars of real estate transactions on an annual basis.

1997-1998
Columbia University in the City of New York
Vice President, Facilities Management

Officer of the University and Senior Executive responsible for the overall management of all the aspects of the physical environment of Columbia University. The University is comprised of two major campuses in the City of New York, with over 8 million square feet of physical space, along with major facilities outside the City of New York including the Lamont Doherty Earth Observatory in Palisades, New York and the Nevis Laboratories in Irvington, New York. Another facility, the Biosphere 2 Center, is located in Arizona and an Executive Education Program located in Paris.

The University implemented a $650 million 5-year Capital Program including 4 major new structures, central plant and infrastructure renewal and building refurbishment and renovation.

1990-1996
The Port Authority of New York & New Jersey
Director, World Trade Department

Senior Executive with hands on experience in the overall management of the Port Authority's World Trade Center business, including the operation, marketing, leasing, capital investment program, budgeting, financial management and redevelopment of the real estate complex known as The New York World Trade Center. The Trade Center is comprised of 12 million square feet of commercial office space, 350,000 square feet of retail space, an 826-room international hotel, major restaurants including the world-famous Windows on the World, the region's tele-communications center inclusive of the New York/New Jersey regional television and radio broadcasters, a four acre public plaza with a major public events program, the world-famous World Trade Center Observation Deck with two million annual visitors, and three million square feet of sub-grade space, inclusive of an extensive car parking operation. The major challenge has been in recovering the Center after the 1993 bombing and repositioning it in a soft real estate market.

1986-1990
The Port Authority of New York & New Jersey
Director, Office of Ferry Transportation

Responsible for conceptualizing, planning, developing and implementing a major mass transit ferry operation from Hoboken, New Jersey to Lower Manhattan. This initiative involved hands-on experience in managing a full project staff, attracting private capital and an operating partner procuring the landing sites, procuring all regulatory and environmental approvals, performing all the transportation planning, processing all the necessary operating agreements with other affected transportation agencies, and performing the physical design, construction and implementation of the service.

1974-1986
The Port Authority of New York & New Jersey
Principal Attorney, Litigation Division, Law Department

Senior Attorney responsible for major commercial, regulatory and litigation matters. Handled major air crash litigation, construction contracts, commercial lease and agreement disputes, and Federal Court Civil Rights actions. Negotiated key Port Authority contracts, including the energy purchase agreement for the output of the Essex County Resource Recovery Facility (the first contract negotiated and executed in the State of New Jersey under the Federal PURPA legislation). Represented the Port Authority before the New York Public Service Commission, the New Jersey Board of Public Utilities and the Federal Energy Regulatory Commission in all utility rate regulatory matters. Duties also included a full case load of general tort litigation matters, as well as protracted construction contracts and commercial contract litigation cases.

1968-1974
The Port Authority of New York & New Jersey
Field Engineer, Construction Division, Rail Transportation Department/Construction Inspector, Construction Division, World Trade Department

Responsible for field construction inspections, construction contract administration, safety, construction methodology and progress, project management and cost control for various construction contracts involved in the $80 million Journal Square Transportation Center Project.

Responsible for field inspection and contract compliance for various contracts involved in the original construction of the World Trade Center.

Related Experience
1975-2005
New York University, Real Estate Institute
Associate Adjunct Professor of Real Estate

Taught salesperson, broker and update courses in Real Estate, Construction and Project Management, Tax Aspects of Real Estate Transactions, and the Intensive Real Estate Seminar Program. Currently a member of the faculty in the Master of Science Degree Program teaching "Real Estate Development and Regulation."

Education
1989 - Harvard Graduate School of Business, 104 Advanced Management Program

1970-1974 - New York Law School, J.D.
Graduated Cum Laude, Note Editor of Law Review, Article "Medical Malpractice & The Statue of Limitations," Student-Faculty Annual Alumni Award Recipient, Member of Student-Faculty Alumni Committee

1966-1968 - St. Joseph's College & Seminary, B.S. Degree in Philosophy with a concentration in the Sciences & Engineering

1964-1966 - Manhattan College - School of Engineering
Associates study with concentration in Civil Engineering

Professional Licenses
1975-Present
Attorney admitted to practice in all Courts in the State of New York; U.S. District Court, Southern District of New York; U.S. District Court, Eastern District of New York; and the Second Circuit Court of Appeals.

Professional Associatons
Member of the American Bar Association; New York State Trial Lawyers Association; Real Estate Board of New York; Urban Land Institute; Building Owners and Managers Association (BOMA); and The Harvard Business School Club of Greater New York.

Boards, Associations, and Other Activities
1990-1997
Association of World Trade Centers
Member, Board of Directors and Chair of the Finance Committee

The association is a network of over 300 organizations in more than 100 cities around the world interested in promoting and assisting world trade through the development and operation of World Trade Centers in every region of the world.

1993-2000
Borough of Manhattan Community College
Member, Board of Directors, BMCC Foundation, Inc.

Borough of Manhattan Community College is a small, primarily business-oriented community college offering programs aimed at the business community. The BMCC Foundation, Inc. provides leadership to the college in the acquisition and stewardship of the financial resources needed to support student scholarships and other college initiatives

by developing and strengthening relationships with business, government, alumni, and community organizations.

1993-Present
Lower Manhattan Cultural Council
Member, Board of Directors (Past Chairman)

Twenty-five year old Council with a 20-member Board of Senior Corporate Executives from major Lower Manhattan firms and businesses. Originally organized by David Rockefeller to bring the arts to the corporate workplace, the Council now represents the major cultural and artistic interests of Lower Manhattan, including some 150 other art organizations. Currently, Chairmen emeritus.

1995-Present
Alliance for Downtown New York (Lower Manhattan Business Improvement
Member, Board of Directors

One of the original founders and developers of the BID. Served on the 25-member Board, the Executive Committee, the Retail Committee, and Chairman of the Services Committee.

2000-Present
The Regional Planning Association
Member, Board of Directors

Not for profit association to advance good regional planning for societal infrastructure in the tri-state region.

2004-Present
New York City Outward Bound
Member, Board of Directors

Not for profit organization to effect positive and lasting change in the lives of New York City's young people and in their public schools.

2006-Present
Liberty Science Center - Jersey City, NJ
Member, Board of Trustees
Chair of the Facilities Committee, Executive Committee

2007-2009
Rockland Country Club
President

2007-Present
New York Law School, Center for Real Estate Studies
Member, Advisory Board

2008-Present
American-Israeli Friendship League
Member, Board of Directors

2008-Present
J.P. Morgan Urban Renaissance Property Fund
Member, Board of Advisors

2009-Present
St. Thomas Aquinas College - Sparkill, NY
Member, Board of Trustees

Major Awards & Recognitions
- BMCC – Award of Excellence
- Society Of American Military Engineers- Honored Civilian Award
- CAPP Foundation Award- Man of the year
- Manhattan College- Recipient of the De La Salle Medal
- Torch Foundation – Professional of the Year
- Friends of Community Board #1 – Community Builder's Award
- NY Wildlife Conservation Society – Distinguished Leadership Award
- Hundred Year Association – Distinguished Service Award
- County Lawyer's Association – Distinguished Service Award
- Downtown Alliance – Environmental Enhancement Award
- Lower Manhattan Cultural Council – Distinguished Service Award
- ACE – Mentor of the Year Award
- Big Apple Greeters – Celebrate NY Award
- N.A.C.O.R.E. International Apgar Award for Excellence - Corporate Real Estate Executive
- Awards for the World Trade Center bombing response: the New York City Fire Department Ben Franklin Medal, American Concrete Institute Award of Excellence, American Institute of Architects Award for Extraordinary Service, the New York City Council Meritorious Citation, and The Port Authority of New York & New Jersey Exceptional Service Medal for Excellence in leading the recovery and reconstruction efforts in restoring the World Trade Center after the 1993 Terrorist Bombing
- New York University - Recipient of the Teaching Excellence Award
- Port Authority of New York and New Jersey – Engineering Service Award
- Port Authority of New York and New Jersey Unit Citation Medals: for successfully completing the Hoboken Lower Manhattan Ferry Project (1989), the energy sales contract for the Essex County Resource Recovery Project (1988), and the negotiations of The Power Authority power purchase contract for Port Authority facilities in New York (1979).

Susan Poissant

7085 Manlius Center Road
East Syracuse, New York 13057
315.671.1500
spoissant@hlcos.com

Experience
1998-Present
Hart Lyman Companies - East Syracuse, NY
Hart Companies, LLC - East Syracuse, NY
Hart, Meath & Primo, LLC - East Syracuse, NY
Senior Director of Development/Director of Development/ Project Manager

- Preferred Walgreen Co. Developer.
- Manage multiple projects, have overseen the completion of over 45 Walgreen stores throughout New York, Vermont, Pennsylvania and South Carolina.
- Developer of several retail stores such as Dunkin Donuts, Tim Horton's, KeyBank and other commercial retail projects. Work directly with Walgreens Corporate, Legal, Real Estate and
- Construction departments, General Contractors, Engineers, Architects, Clients and Municipalities.
- Assisted in the development of 30+ free standing Kinney Drug Stores.
- Create budgets, work with the financial institutions, manage bank draws, AIA Contracts, and payments.
- Coordinating team, creating and enforcing timelines completing projects timely and within the proposed budget.

1983-2004
Time Equities - New York, NY
Sales Associate

- Managed two 65,000 square foot commercial industrial spaces.
- Oversaw tenants, worked with Engineers, Contractors and Municipalities.

1992-1998
M&T Bank - Fayetteville, NY
Customer Service Representative

- New accounts/customer service with financial transactions.
- Loans/new product sales.

1983-1986
Pyramid Brokerage - Syracuse, NY
Sales Associate

- Commercial and industrial leasing and sales.

1979-1982
Pizzagalli Construction - Portsmouth, VA
Field Office manager/Wastewater Treatment Plant

- Ordered construction materials.
- Coordinated and ran safety meetings.
- Supervised field work.

Education
Tidewater Community College, Liberal Arts
Old Dominion University, Construction Management, Critical Path Methods

Miscellaneous
International Council of Shopping Centers (ICSC) – Member

Executive Learning Series
Law and Environmental Conferences

Cook+Fox Architects LLP

Richard A. Cook, FAIA
Partner, Cook+Fox Architects LLP
Partner, Terrapin Bright Green, LLC

Education
Syracuse University, School of Architecture
Bachelor of Architecture, cum laude 1983
Norman J. Wiedersom Travel Fellow
Florence, Italy 1981-82

Professional License
Registered Architect, New York, Connecticut, Massachusetts, New Jersey, NCARB (1986)

Work Experience
2003-Present - Cook+Fox Architects, New York, NY, Founding Partner

In-Progress:
130 West 12th Street, Residential - New York, NY
Designed to achieve LEED Silver

150 Charles Street, Residential - New York, NY
Designed to achieve LEED Gold

510 West 22nd Street, Commercial - New York, NY
Designed to achieve LEED Gold

515 West 57th Street, Mixed-Use - New York, NY
Designed to achieve LEED Gold

855 Sixth Avenue, TBD - New York, NY
Designed to achieve LEED Certification

Hegeman Residence, Common Ground - Brooklyn, NY
Designed to achieve LEED Silver

City Point, Albee Development - Brooklyn, NY
Designed to achieve LEED Gold

Riverside Green Outlook, Civic - New York, NY
Designed to achieve Living Building Challenge Certification

Long Branch Pier, Civic - Long Branch, NY

950 Second Avenue, Residential - New York, NY

300 Lafayette Street, Commercial - New York, NY

East Hampton Residence, Residential - East Hampton, NY

1185 Park Avenue, Residential - New York, NY

Cloudbank Residence, Residential - Garrison, NY

Double Diamond Residence, Residential - Westhampton Beach, NY

2011:
Live Work Home, Residential
Winner: From the Ground Up Housing Competition, Syracuse, NY
*Achieved LEED Platinum

2010:
The Bank of America Tower at One Bryant Park
The Durst Organization/Bank of America - New York, NY
*The world's first LEED Platinum high-rise office building
*Featured in the Center for Architecture's Project showcase 2008
*Featured in the Skyscraper Museum's 2006 Green Towers Exhibit
*Subject of National Geographic Television's Man Made: Ultimate Skyscraper NYC
*Best Tall Building: Americas Region, Council on Tall Buildings in the Urban Habitat, 2010
*Project of the Year, Society of American Registered Architects (2009)
*Grand Prize, 2009 Buildings Project Innovations Awards – Greener Facilities
*Best Green Project of 2008, New York Construction Magazine
*Grand Award, Popular Science Best of What's New (2005)

The Lucida
Extell Development - New York, NY
*Green Matters Magazine Award, 2008
*NY Construction, Award of Merit: Multi-Family Residential/ Hospitality (2010)
*First residential building on Manhattan's Upper East Side to receive LEED certification

2009:
Skanska USA New York Headquarters
Empire State Building - New York, NY
*Achieved LEED Platinum for Commercial Interiors
*Top Green Project, Greater New York Construction User Council (2010)

Stephen Sondheim Theatre
The Durst Organization - New York, New York
*LEED Gold
*USITT 2010 Architecture Merit Award

148 Lafayette Street
Louis Dreyfus Property Group - New York, NY
*LEED Gold

2008:
Friends Center at the Angkor Hospital for Children
Siem Reap - Cambodia
*AIA-NYS Award of Excellence, International Projects, 2009
*BSA/AIA Healthcare Facilities Design Awards, Honor Award, 2008

Waterfront Tower - New York, NY (competition entry)
*AIA-NY Design Awards, Projects, Honor Award, 2008

Ariel West, 99th Street, Extell Development - New York, NY

Janari Residence, JANARI - East Hampton, NY

Pantigo Residence at 15 Central Park West
Pantigo LLC - New York, NY

2007:
401 West 14th Street
Taconic Investment Partners - New York, NY

2006:
641 Avenue of the Americas
Cook+Fox Architects Office - New York, NY
*First project in New York State to earn LEED Platinum certification

2005:
Historic Front Street, Yarrow LLC, New York, New York
*AIA-NY/ Boston Society of Architects, Honor Award for Housing Design, 2006
*Municipal Art Society, MASterworks Award for Best Residential Construction, 2006
*New York Landmarks Conservancy, Lucy G. Moses Preservation Award, 2006
*Congress for the New Urbanism, Charter Award, 2006
*Preservation League of New York State, Excellence in Historic Preservation, 2006
*Featured in National Building Museum's "Green House" exhibition, 2006

Revised Environmental Guidelines for Existing Residential Buildings, Battery Park City Authority - New York, NY
*Has resulted in over 5 million SF of LEED Gold and Platinum buildings

26-30 West 18th Street, Hakimian Organization - New York, NY

330 East 72nd Street, Intell Development - New York, NY

111 Greene Street, Goldman Properties - New York, NY

Richard Cook Associates

2002 - **217-219 West Broadway**, Steven Elghanayan - New York, NY

2002 - **345 Broadway**, Edison Properties - New York, NY

2001 - **The Caroline**, Pan Am Equities - New York, NY
*One of the largest new buildings ever approved in NYC Landmarks district

2001 - **New York Telecom Exchange**, JEMB Realty Inc. - New York, NY

2001 - **Downtown Athletic Club**, AAI Realty - New York, NY

2000 - **The Chelsea Grande**, The Hakimian Organization - New York, NY

2000 - **The Ross School**, The Ross School - East Hampton, NY

2000 - **Tribeca Bridge Tower**, Battery Park City Authority - New York, NY

2000 - **Mt. Sinai International Longevity Center**, International Longevity Center - New York, NY

2000 - **Deitch Gallery**, Deitch Gallery - New York, NY

1999 - **708 Greenwich Street – Rudin Delieto Residence**, Rudin Delieto - New York, NY

1999 - **254 68th Street Plaza**, Rudin Management - New York, NY

1999 - **136-138 Beekman Street**, Phillips International - New York, NY

1998 - **Zenith Godley Building**, 176 Duane Street LLC - New York, NY

1997 - **360 Madison**, Madison 45 LLC - New York, NY

1995 - **Winter Garden Theater Building**, The Shubert Organization - New York, NY

1994 - **GHB&M Offices**, Girgenty, Hughes, Butler and McDowell - New York, NY

1993 - **16 Hudson Street - Vianna Residence**, Paul and Maria Vianna - New York, NY

1991 - **248 Central Park West**, Rudin Management Company - New York, NY

John. R. Menz & Richard Cook Architects - New York, NY
Fox & Fowle Architects - New York, NY

Robert F. Fox, Jr., AIA, LEED AP
Partner, Cook+Fox Architects LLP
Partner, Terrapin Bright Green, LLC

Education
1965 - Cornell University, Bachelor of Architecture
1972 - Harvard University, Masters in Architecture

Professional License
Registered in New York, Connecticut, New Jersey, California, Florida, Washington DC, Massachusetts
NCARB (1968)

Public Service
Founding Chair, United States Green Building Council (USGBC) - New York Chapter
Advisory Council, New York City Mayor's Office of Long Term Planning and Sustainability
Board Member, Center for Health and the Global Environment, Harvard University
Industry Advisor, USGBC - NY Green Codes Task Force
Special Advisor, World Trade Center Site for Governor George Pataki

Member, NYC Metropolitan Transportation Authority's Blue Ribbon Sustainability Commission
Member, President's Council at The Cooper Union
Member, President's Council for the Scenic Hudson
Advisory Board Member, Urban Design Lab, Columbia University
Board Member, De La Salle Academy
Member, "Dream Team", Interface Corporation
Board Member, US General Services Administration
Peer Review Board

Work Experience
2003-Present - Cook+Fox Architects - New York, NY
Founding Partner

In Progress:

130 West 12th Street, Residential - New York, NY
Designed to achieve LEED Silver

150 Charles Street, Residential - New York, NY
Designed to achieve LEED Gold

510 West 22nd Street, Commercial - New York, NY
Designed to achieve LEED Gold

515 West 57th Street, Mixed-Use - New York, NY
Designed to achieve LEED Gold

855 Sixth Avenue, TBD - New York, NY
Designed to achieve LEED Certification

Hegeman Residence, Common Ground - Brooklyn, NY
Designed to achieve LEED Silver

City Point, Albee Development - Brooklyn, NY
Designed to achieve LEED Gold

Riverside Green Outlook, Civic - New York, NY
Designed to achieve Living Building Challenge Certification

Long Branch Pier, Civic - Long Branch, NY

950 Second Avenue, Residential - New York, NY

300 Lafayette Street, Commercial - New York, NY

East Hampton Residence, Residential - East Hampton, NY

1185 Park Avenue, Residential - New York, NY

Cloudbank Residence, Residential - Garrison, NY

Double Diamond Residence, Residential - Westhampton Beach, NY

2011:
Live Work Home, Residential
Winner: From the Ground Up Housing Competition - Syracuse, NY
*Achieved LEED Platinum

2010:
The Bank of America Tower at One Bryant Park
The Durst Organization/Bank of America - New York, NY
*The world's first LEED Platinum high-rise office building
*Featured in the Center for Architecture's Project showcase 2008
*Featured in the Skyscraper Museum's 2006 Green Towers exhibit
*Subject of National Geographic Television's Man Made: Ultimate Skyscraper NYC
*Best Tall Building: Americas Region, Council on Tall Buildings in the Urban Habitat, 2010
*Project of the Year, Society of American Registered Architects (2009)
*Grand Prize, 2009 Buildings Project Innovations Awards – Greener Facilities
*Best Green Project of 2008, New York Construction Magazine
*Grand Award, Popular Science Best of What's New (2005)

The Lucida, Extell Development - New York, NY
*Green Matters Magazine Award, 2008
*NY Construction, Award of Merit: Multi-Family Residential/ Hospitality (2010)
*First residential building on Manhattan's Upper East Side to receive LEED certification

2009:
Skanska USA New York Headquarters,
Empire State Building - New York, NY
*Achieved LEED Platinum for Commercial Interiors
*Top Green Project, Greater New York Construction User Council (2010)

Stephen Sondheim Theatre
The Durst Organization - New York, New York
*LEED Gold
*USITT 2010 Architecture Merit Award

148 Lafayette Street
Louis Dreyfus Property Group - New York, NY
*LEED Gold

2008:

Friends Center at the Angkor Hospital for Children - Siem Reap, Cambodia
*AIA-NYS Award of Excellence, International Projects, 2009
*BSA/AIA Healthcare Facilities Design Awards, Honor Award, 2008

Waterfront Tower - New York, NY (competition entry)
*AIA-NY Design Awards, Projects, Honor Award, 2008

Ariel West, 99th Street, Extell Development - New York, NY

Janari Residence, JANARI - East Hampton, NY

Pantigo Residence at 15 Central Park West,
Pantigo LLC - New York, NY

2007:
401 West 14th Street, Taconic Investment Partners - New York, NY

2006:
641 Avenue of the Americas, Cook+Fox Architects Office - New York, NY
*First project in New York State to earn LEED Platinum certification

2005:
Historic Front Street, Yarrow LLC - New York, NY
*AIA-NY/ Boston Society of Architects, Honor Award for Housing Design, 2006
*Municipal Art Society, MASterworks Award for Best Residential Construction, 2006
*New York Landmarks Conservancy, Lucy G. Moses Preservation Award, 2006
*Congress for the New Urbanism, Charter Award, 2006
*Preservation League of New York State, Excellence in Historic Preservation, 2006
*Featured in National Building Museum's "Green House" exhibition, 2006

Revised Environmental Guidelines for Existing Residential Buildings, Battery Park City Authority - New York, NY
*Has resulted in over 5 million SF of LEED Gold and Platinum buildings

26-30 West 18th Street, Hakimian Organization - New York, NY

330 East 72nd Street, Intell Development - New York, NY

111 Greene Street, Goldman Properties - New York, NY

1978-2003 - Fox & Fowle Architects - New York, NY
Founding Partner

2005:
The Helena, The Durst Organization - New York, NY
*Featured in the Skyscraper's Museum's 2006 Green Towers exhibit
*EPA Green Building Competition winner 2006
*Global Green Design Award 2004

2001:
Reuters Building at 3 Times Square, 3 Times Square Associates, LLC - New York, NY
*Featured in 2003 National Building Museum's "Big & Green" exhibit
*2002 NY Society of American Registered Architect's Award of Excellence

1999:
Residential and Commercial Environmental Guidelines, Battery Park City Authority, New York, NY
*Will eventually result in 5 million SF of LEED Gold buildings

New School University, Knowledge Union, New School University - New York, NY

The Condé Nast Building at 4 Times Square, The Durst Organization - New York, NY
*The first green office tower, setting new standards for environmental construction and development
*AIA National Honor Award for Excellence in Design
*Featured in 2003 National Building Museum's "Big & Green" exhibit

Times Square Interim Project, The Metropolitan Transportation Authority/NY City Transit Authority and Times Square Center Associates - New York, NY

Finger Lakes Blue Cross/Blue Shield Headquarters, Fingerlakes Blue Cross/Blue Shield - Rochester, NY

99 Jane Street, Rockrose Development Corporation - New York, NY

1998:
Bay Networks Regional Offices and Executive Briefing Center, Bay Networks - New York, NY

American Bible Society, American Bible Society - New York, NY

1996:
Herman Miller Showroom, Herman Miller - New York, NY

Tenneco Executive Offices and Conference Center, Tenneco Inc. - Greenwich, CT

1995:
Main Entrance to Times Square Subway Station, The Metropolitan Transportation Authority/NY City Transit Authority and Times Square Center Associates - New York, NY

Bausch & Lomb World Headquarters, Bausch & Lomb - Rochester, NY

1992:
101 Avenue of the Americas, Edward J. Minskoff Equities - New York, NY

1991:
Le Grand Palais, Benenson Capital Corp. and Loews Corporation - New York, NY

1990:
Embassy Suites Times Square, Silverstein Properties, Embassy Suites - New York, NY

1675 Broadway, Rudin Management Company - New York, NY
*Excellence in Design Award, AIA NY, 1988
*Interiors Award, Best Institutional Project, 1988
*Excellence in Design Award, AIA NY, 1986

1989:
US Trust Building, Durst Organization - New York, NY

222 Riverside Condominiums,
Royco Property Corporation - New York, NY

1987:
CIT Building at 650 Madison Avenue, Prudential Insurance - New York, NY

1986:
One Seaport Tower at 40 Fulton Street, Kalabi Realty Company - New York, NY

Broad Financial Center, Howard P. Ronson - New York, NY

527 Madison, Louis Dreyfus Property Group - New York, NY

1985:
American Craft Museum, American Craft Council - New York, NY

1984:
45 Broadway Atrium, Ronson/Royco - New York, NY

1983:
National Westminster Bank at 175 Water Street, National Westminster Bank Group - New York, NY

55 Broadway, Howard P. Ronson - New York, NY

1982:
Tower 56, Howard P. Ronson - New York, NY

1980:
767 Third Avenue, William Kaufman Organization - New York, NY

Peter Aaron, AIA, LEED AP
Associate Partner

Education
The Cooper Union for the Advancement of Art and Science
Bachelor of Architecture, 1975

Professional License
1980 - Registered Architect - New York

Work Experience
2004-Present - Cook+Fox Architects - New York, NY

In Progress:
Hegeman Residence, Supportive Residential - Brooklyn, NY
Designed to achieve LEED Silver

950 Second Avenue, Residential - New York, NY
Designed to achieve LEED Certification

Cloudbank Residence, Residential - Garrison, NY

Metro Center II, Mixed-Use - Stamford, CT

Completed:
Ariel West, Residential - New York, NY

The Lucida, Residential - New York, NY
LEED Silver

641 Avenue of the Americas, Commercial - New York, NY
LEED Platinum

1996-2003 - the Renato Sarno Group - New York, NY
Director of Design

2000-2001- Frank Williams & Partners Architects LLP - New York, NY

1979-2001 - Pei Cobb Freed & Partners Architects LLP - New York, NY

Serge Appel
Associate Partner

Education
1996 - McGill University, School of Architecture, Bachelor of Architecture
1995 - McGill University, Bachelor of Science

Professional License
2000 - Registered Architect - New York

Work Experience
2003-Present - Cook+Fox Architects - New York, NY

In Progress:
130 West 12th Street, Residential - New York, NY
Designed to achieve LEED Silver

150 Charles Street, Residential - New York, NY
Designed to achieve LEED Gold

510 West 22nd Street, Commercial - New York, NY
Designed to achieve LEED Gold

515 West 57th Street, Mixed-Use - New York, NY
Designed to achieve LEED Gold

855 Sixth Avenue, TBD - New York, NY
Designed to achieve LEED Certification

Completed:
The Bank of America Tower at One Bryant Park, Commercial - New York, NY
LEED Platinum

Stephen Sondheim Theater, Institutional - New York, NY
LEED Gold

Skanska USA Headquarters, Commercial - New York, NY
LEED Platinum

641 Avenue of the Americas, Commercial - New York, NY
LEED Platinum

148 Lafayette Street, Renovation/Commercial - New York, NY
LEED Gold

Friends Center at Angkor Hospital for Children - Siem Reap, Cambodia

360 Madison Avenue, Commercial - New York, NY

401 W. 14th Street, Renovation/Commercial - New York, NY

The Ross Institute-Center for Well-Being, Institutional - East Hampton, New York

1996-2003 - Richard Cook & Associates - New York, NY
Associate Architect

11 Christopher Street - New York, NY
*Award of Merit for Large Residential Projects, AIA-NYS (2009)

The Downtown Athletic Club - New York, NY

The Ross School - Center for Well-Being, Building #2 - East Hampton, New York

360 Madison - New York, NY
*Award of Merit, New York Construction News, 2002

56-24 West 23rd Street - New York, NY

241 West 54th Street - New York, NY

The Atalanta Building - New York, NY

176 Duane Street - New York, NY

40 Park Avenue - New York, NY

New York Telecom Exchange at 75 Broad Street - New York, NY

30 Cooper Square (RCA, Architect's Offices) - New York, NY

City Athletic Club - New York, NY

1010 Avenue of the Americas - New York, NY

31 West 52nd Street - New York, NY

Dan Brammer, AIA, LEED AP
Associate Partner

Education
1989 - State University of New York at Buffalo, Master of Architecture
1981 - State University College of New York, Bachelor of Science & Arts

Professional License
1994 - Registered Architect
2008 - NCARB

Work Experience
2003-Present - Cook+Fox Architects - New York, NY

In Progress:
City Point/Albee Square, Mixed-Use - Brooklyn, NY
Designed to achieve LEED Gold

130 West 12th Street, Residential - New York, NY
Designed to achieve LEED Silver

East Hampton Residence, Residential - East Hampton, NY

1185 Park Avenue, Residential - New York, NY

Completed:
The Bank of America Tower at One Bryant Park, Commercial - New York, NY
LEED Platinum

Skanska USA Headquarters, Commercial - New York, NY
LEED Platinum

641 Avenue of the Americas, Commercial - New York, NY
LEED Platinum

148 Lafayette Street, Renovation/Commercial - New York, NY
LEED Gold

360 Madison Avenue, Commercial - New York, NY

401 W. 14th Street, Renovation/Commercial - New York, NY

Historic Front Street, Renovation/Mixed-Use - New York, NY

The Ross Institute-Center for Well-Being, Institutional - East Hampton, New York

1994-2003 - Richard Cook & Associates - New York, NY
Associate Architect

The Ross Institute-Center for Well Being - East Hampton, New York
TriBeCa Bridge Tower - PS/IS 89 - New York, NY
The Caroline - New York, NY (Ladies Mile Historic District)
The Chelsea Grande - New York, NY (Chelsea West Historic District)
360 Madison - New York, NY
FIT Penthouse - New York, NY
GHB&M Interiors - New York, NY
HRO International - New York, NY
11 West 69th Street - New York, NY

1992-1994 - Silver & Ziskind Architects - New York, NY
1990-1992 - John Menz & Richard Cook Architects - New York, NY

Darin Reynolds, AIA, LEED AP
Senior Associate

Education
1997 - University of Cincinnati, Bachelor of Architecture

Professional License
2009 - Registered Architect - New York

Work Experience
2006-Present - Cook+Fox Architects - New York, NY

In Progress:
Hegeman Residence - Brooklyn, NY
Designed to achieve LEED Gold

515 West 57th Street, Mixed-Use - New York, NY
Designed to achieve LEED Gold

855 Sixth Avenue, TBD - New York, NY
Designed to achieve LEED Certification

Completed:
The Lucida - New York, NY
LEED Silver

2006 - Arnell Group, Innovation Lab - New York, NY
Senior Architectural Design

1999-2006 - Iu + Bibliowicz Architects, LLP - New York, NY
Associate/Senior Designer/Project Architect

1999 - Ross Bianco Architects - New York, NY
Senior Designer

1997-1998 - Landy Verderame Arianna Architects - New York, NY
Designer

dbox, Inc.

Matthew Bannister
CEO & Co-Founder

Matthew Bannister has spent sixteen years building a unique communications agency of brand creators, designers, programmers, and visual thinkers that operate in the fields of property development, architecture and the arts.

dbox has been the recipient of numerous industry awards and their work is published globally. In 2006 Matthew was named one of the world's top creatives under 40 by wallpaper magazine. Recent and current work includes corporate branding and online presence for Santiago Calatrava, the advertising film "New York by Gehry", and identity design and CG for Discovery channel's six part series "Rising - the rebuilding of ground zero." dbox's work on skyscrapers has been exhibited at The Museum of Modern Art, The Museum of Contemporary Art Tokyo and The Skyscraper Museum of New York.

Before co-founding dbox, Matthew earned a Bachelor of Architecture from Cornell University and a Masters of Architecture from Princeton University. He has taught visual communications at the School of Visual Arts, Parsons School of Design, Cornell University's College of Architecture, Art, and Planning, and the Graduate School of Architecture at Princeton University.

Jonathan Petley
Creative Director

Jonathan Petley has more than 18 years of experience in all aspects of the design and advertising process - from traditional branding, identity and packaging to conceptual development and execution. Recruited to dbox in 2006 to head the graphic design department, Jonathan's role in managing existing client accounts, attracting new business, and rebuilding the marketing division were integral in dbox's success in growing a branding agency. Most recently, Jonathan has been the creative director for high profile accounts projects such as New York by Gehry, Manhattan House, Laureate, The Aldyn, Superior Ink, and Metal Shutter Houses.

Before joining dbox, Jonathan has been instrumental in the leading and building of the Sydney-based graphic design studio, Feeder Associates as well as the highly regarded real estate advertising firm, The Property Agency, where he was partner and creative director. His role at these firms was key in the rebranding for Reebok, LVMH Australia, Dedece Furniture, as well as the campaign for the Sydney Festival 2005-2007. Currently, he leads the creative marketing for both Jean Nouvel and Richard Meier projects at dbox.

Keith Bomely
Partner

With extensive experience in architecture and fine arts, Keith Bomely brings multi-dimensional insight to his role as head of dbox's award-winning illustration department. His intuitive ability to visualize spaces before they exist has enabled him to represent a range of styles from the traditional warmth of Zeckendorf Development's 15 Central Park West to the modern architecture of 432 Park Avenue.

Keith Bomely has been honored by New York magazine as one of the "influentials" in New York real estate along with Richard Meier, Santiago Calatrava, RM Stern and Andre Balasz.

Prior to joining dbox, Keith held the dual role of Senior Designer/ IT Manager at Skidmore, Owings & Merrill, New York, where he worked in all aspects of production and development. Keith became a partner at dbox in 2002.

Danny Forster
Filmmaker

Danny Forster loves to tell stories. As the host and producer of Discovery and SCIENCE Channel's Build It Bigger and as the director and executive producer (along with Steven Spielberg) of the landmark 6 hour documentary Rising: Rebuilding Ground Zero, Danny has demonstrated a genius for finding both the key detail that grounds a story and the grand theme that ennobles it.

Trained as an architect at Harvard University (where he still teaches), Danny is a master documentarian of the built environment, bringing to life the hidden stories behind the manmade world—from skyscrapers to bridges to subways. Under Danny's expert direction, these stories inform and enlighten and often provoke strong emotion, but they never fail to entertain. And if they can only be found in a far-flung country (Danny has filmed in more than 50) or under dangerous conditions (in a mine 10,000 feet below ground, for instance), so be it.

Danny's education in the fine arts reveals itself in his eye for visuals; his years as a professor inform his ability to clarify and distill complex ideas for a broad audience; his passion for pop culture emerges in his infectious energy and enthusiasm; and his experience designing award-winning buildings has taught him how to be flexible and collaborative with colleagues and clients, while inspiring them to achieve great things.

Danny is currently working on Building Connections, a documentary series for Discovery Networks International that investigates the cultural demands driving both new and ancient architecture; a design competition show featuring world-renowned architects as judges; and the final installments of Rising. He's teaching a graduate course in architecture at Syracuse University. And his design practice, DANNY FORSTER Design Studio, is tackling residential projects in TriBeCa, a sustainable straw bale house in Indiana, and a hotel tower south of Ground Zero.

Gorton & Partners

Robert Gorton
Partner

Experience
Robert Gorton has been engaged in Construction Management and Owner's Representation since 1972. He has been responsible for all aspects of the building development process as a senior executive. Through the 1970s, Mr. Gorton worked with Tishman Realty and Construction developing his skills in estimating, purchasing, scheduling and project management. In early 1980 Mr. Gorton joined the newly formed construction management firm, Lehrer McGovern (Bovis), starting as a Project Manager and leaving in 1988 as the Senior Vice President-Director of Domestic Operations. During his tenure, the firm had grown from a small New York City construction management firm of 10 employees to the fourth largest construction management firm in the country with over 1,200 employees. After leaving Lehrer McGovern, Mr. Gorton joined Edward J. Minskoff Equities, Inc., New York City Developer (EJME), as Senior Vice President/ Construction. During his tenure at EJME, he was responsible for the commercial office building known as 1325 Avenue of the Americas, 101 Avenue of the Americas, a 412,000 sf commercial office building, and 712 Fifth Avenue, a 500,000 sf commercial office building. In 1994, Mr. Gorton founded Gorton Associates, Inc., a full service Project Management Consulting firm headquartered in New York City. Mr. Gorton has consulted on numerous renovation and new construction projects in New York City and throughout the East Coast, specializing in residential, commercial, tenant and retail spaces.

Representative Assignments
Metropolitan Museum of Art- Multiple Projects, New York, NY

New York Aquarium, Ocean Wonders, Brooklyn, NY
Columbia University, New York, NY
St. Nicholas Church, New York, NY
Milford Plaza Hotel, New York, NY
Pratt Institute – Multiple Projects, Brooklyn, NY
Sotheby's, New York, NY
TKTS Father Duff Square, New York, NY
Morgan Stanley and Lehman Brothers Hudson Yards Development, New York, NY
Bausch & Lomb World Headquarters, Rochester, NY
New York Mercantile Exchange, New York, NY
575 Fifth Avenue, New York, NY
767 Third Avenue, New York, NY
American Stock Exchange, New York, NY
101 Avenue of the Americas, New York, NY
712 Fifth Avenue, New York, NY

Education
Bachelor of Science, Construction Management, Syracuse University

Patrick Muldoon, P.E.
Partner

Experience
Patrick Muldoon has been engaged in the construction industry for thirty years. His experience has been with diversified projects throughout the New York Metropolitan area. Mr. Muldoon joined the firm as a Partner in March of 2008.

Mr. Muldoon has consistently demonstrated his ability to lead a team during pre-construction and construction. His extensive career in successfully planning and constructing complex renovation projects and high rise buildings throughout New York City has helped reinforce his well-earned reputations for excellent Owner service. As a licensed professional engineer with an academic background that combines Civil Engineering and Finance, he offers a rare perspective that is critical to the financial success of a project.

Representative Assignments
Visiting Nurse Service of NY Corporate Office, New York, NY
1407 Broadway, New York, NY
Barnard College, New York, NY
Jewish Home Lifecare – Multiple Projects, New York, NY
Marymount Manhattan College, New York, NY
Metropolitan College of New York, New York, NY
170 Broadway Residence Inn at WTC, New York, NY
St. Nicholas Church, New York, NY
Collegiate School, New York, NY
Common Ground – Multiple Projects, New York, NY

Prior Experience
The New York Times Building, New York, NY
World Trade Center Emergency Clean up, New York, NY
Five Times Square, Ernst & Young, New York, NY
Times Square Redevelopment, New York, NY
One New York Plaza, New York, NY
J.P. Morgan, 60 Wall Street, New York, NY
New York Stock Exchange, New York, NY
875 Third Avenue, New York, NY
667 Madison Avenue, New York, NY
546 Fifth Avenue, New York, NY
American Broadcasting Company, New York, NY
216 East 47th Street, New York, NY

JRA (Jack Rouse Associates)

Keith James
Owner & Chief Executive Officer

Due to his diverse background, considerable experience and practical approach, Keith James has become one of the themed entertainment industry's most respected leaders.

In November 2011, his distinguished career was honored at annual IAAPA (International Association of Amusement Parks and Attractions) conference in Orlando, where he was presented with IAAPA's 2011 Outstanding Service Award. According to IAAPA, the award "is presented in recognition of a member individual that works to foster the spirit of goodwill, professionalism, and higher levels of performance within the industry regionally, nationally, or internationally.

Keith's entire professional career has been in themed entertainment, and his passion for the industry is evident to all those who know him. Says Keith, "I've been fortunate to have the chance to do something I love for over 35 years. In addition to being involved with some great projects, I've had the chance to meet some wonderful people along the way."

His areas of expertise include formal planning, project management, park operations, show production and general management.

Graduating from the University of Cincinnati College Conservatory of Music in 1974, Keith first teamed with Jack Rouse to found and develop Kings Productions, the entertainment production and facility design division of the Taft Broadcasting Company's amusement park group. There he was exposed to all of the disciplines involved in designing and constructing a modern theme park. In 1979, he became Director of Planning and Development for Canada's Wonderland, Taft's $120 million (Canadian) theme park. He became the park's Director of Operations in 1981, having overall responsibility for all facets of day-to-day operations. In 1983, Keith took the post of Vice President, Operations for the 1986 World's Fair in Vancouver, where he was responsible for the initial planning and staffing. He then returned to Taft as Managing Director of Australia's Wonderland in Sydney. In 1987, Keith returned to the United States as Vice President, Show Production at Universal Studios Florida. He was promoted in 1990 to Senior Vice President, Planning and Development, taking responsibility for the production side of the rides, shows and art departments for the state-of-the-art park. Keith concluded his involvement with Universal in August 1991 and rejoined Jack in January 1992 at Jack Rouse Associates.

Since that time, Keith has managed JRA's design and production work for such clients as The LEGO Group; Warner Bros.; Universal Studios Florida; Six Flags Theme Parks; Volkswagen's Autostadt; Ocean Park, Hong Kong and Ferrari World Abu Dhabi. Keith has also been instrumental in opening new markets in India, the Pacific Rim and Eastern Europe.

Keith also takes a personal interest in the growth and direction of the industry. He has been heavily involved with the Themed Entertainment Association (TEA) since 1993 and served as President from 2000–2002. As a member of the TEA's board of directors, he helped form the European Division of the organization and has been instrumental in establishing the TEA as a leading force in the entertainment industry.

Keith currently serves on the IAAPA Space Allocation committee, and recently served on the organization's Board of Directors, Manufacturers & Suppliers and Nominating

committees. This experience, along with his extensive travel and work worldwide, has given Keith a unique global perspective, which has strengthened his reputation as a true industry leader.

Dan Schultz
Chief Operating Officer

With over 28 years of operations and diversified management experience in the attractions industry, Dan Schultz perfectly complements Jack Rouse Associates' dynamic, creative team.

Dan graduated from the University of Cincinnati College Conservatory of Music with a Bachelor of Fine Arts in Broadcasting. Prior to joining JRA, he served as Director of Production for Paramount Parks. Dan's other past positions include Director of Entertainment at both Marineland and Paramount's Kings Island; Director of Operations at Hanna Barbera Land and Kings Productions; and Manager of Entertainment, Attractions, Guest Services and Wild Animal Habitat at Paramount's Kings Island.

In addition to his project consulting work, Dan provides management and support for JRA's overall creative efforts, personnel needs and marketing strategies. He is responsible for the staff assignments and work schedules for all of JRA's projects. His long tenure as a manager assists greatly with assignments calling for master planning, operations consultation and large-scale project management. Past projects include the MacArthur Memorial in Norfolk, Virginia; Indiana Pacers' Conseco Fieldhouse; the "Grand View of the Yellow River," a cultural theme park in Zhengzhou, China; Volkswagen's Autostadt in Wolfsburg, Germany; the Arab American National Museum in Dearborn, Michigan; and the Kern County Museum in Bakersfield, California. Most recently, his projects have included the Milton J. Rubenstein Museum of Science & Technology in Syracuse, New York; and the Ferrari World Abu Dhabi theme park in the United Arab Emirates.

Known for his practicality and pragmatic approach, Dan helps JRA serve its growing list of clients in the theme park, museum and attraction markets.

Shawn McCoy
Vice President, Marketing & Business Development

As Vice President of Marketing and Business Development, Shawn McCoy is responsible for introducing clients to Jack Rouse Associates and ensuring that they enjoy a smooth working relationship with the company's designers, writers and producers. Shawn also takes an active role in projects, participating from early brainstorming meetings to opening day.

Shawn is very active in the entertainment, sports and interpretive community. He has written several internationally published articles concerning the leisure industry and regularly speaks at conferences, seminars and other events. With his established contacts, he is instrumental in assembling outside specialists and vendors required for the implementation of large design projects.

Shawn has undergraduate degrees in both Marketing and Finance from the University of Cincinnati. He also holds an MBA from Xavier University. Before joining JRA, Shawn worked in marketing and management for Fifth Third Bank.

Ron Bunt
Vice President, Production

With over 25 years of diversified experience as a lighting designer, technical director and project manager, Ron Bunt brings a wealth of experience to his role as Vice President, Production. Ron effectively combines a practical business orientation with a unique theatrical flair allowing him to successfully undertake a wide variety of attraction and cultural projects. In all cases, Ron's work is characterized by thoroughness and attention to detail.

Ron graduated from the University of Cincinnati College Conservatory of Music with a Bachelor of Fine Arts, concentrating on lighting design for musical theater and opera. He worked as a technical director and lighting designer for organizations as diverse as the Michigan Opera Theater, Paramount's Kings Island and Shell Oil Company. In 1980, he joined Smithall Electronics Inc. as a project manager. For the next ten years, Ron worked on projects around the world for clients including Norwegian Cruise Lines, Premier Cruise Lines, Holland America Lines, Royal Viking Lines and Commodore Cruise Lines.

Ron joined Jack Rouse Associates in 1990 as resident technical director and project manager. Since then, he has played a key role in managing projects such as the Cincinnati Reds Hall of Fame and Museum; The National Underground Railroad Freedom Center; the National Park Service Washington Monument Interpretive Center; the Intel Theater at America's Smithsonian; and the Heartsong Theater at Dollywood theme park in Pigeon Forge, Tennessee. His recent projects include serving as project manager for the NEW World of Coca-Cola in Atlanta, Georgia and Ripley's Believe It Or Not! in London.

Ron recently led JRA's project management efforts for the development of the Ferrari World Abu Dhabi theme park, which opened in late 2011.

Heather Witt
Senior Project Manager

Known for her professionalism, efficiency and overall work ethic, Heather Witt serves as one of JRA's senior project managers for a wide range of museum and corporate clients. Heather's versatility and organizational skills enable her to work with clients in all industries, as well as work on many projects at one time.

Most recently, Heather served as a project manger for Ferrari World Abu Dhabi, assisting in the management of design and production across multiple disciplines including scenery, graphics, lighting, media, audio-visual control and media. This assignment necessitated a three-year commitment to live and work in the United Arab Emirates for the duration of the project,

Past projects include the renovation of the Jack Daniel's Single Barrel exhibit located at the distillery in Lynchburg, Tennessee. She also was the project manager for the McKenna Children's Museum in New Braunfels, Texas, the Tibbals Learning Center in Sarasota, Florida and the Arab American National Museum in Dearborn, Michigan.

Among other projects, Heather's most recent assignments include C'MON - Children's Museum of Naples and The Jim Beam Distillery and Production Tour.

Colin Cronin
Designer

Colin brings his fun and whimsical style to his work as Designer at JRA. His enthusiasm for all of his work makes Colin an asset to have working on any JRA project.

Colin was born and raised in Cincinnati, Ohio. He graduated from the University of Cincinnati's College of Design, Architecture, Art and Planning in 2008 with a Bachelor of Science in industrial Design. Colin interned with Hasbro Inc. and Disney Stores where he designed vehicles, action figures and other toys that will be on the shelves within the next few months.

Colin utilizes his strong sense of user-interface and his understanding of how people react with objects around them on every project he works on at JRA. Colin has provided planning and design for most of JRA's recent children's museum projects, including Magic Bean – Beijing Children's Museum, Oslo Barnemuseum, Children's Museum of Siouxland, Imagine It! Atlanta Children's Museum and C'MON – Children's Museum of Naples. Colin has also provided design support on many of JRA's other museum and attraction projects, including Los Angeles County Fire Museum, Go For Broke National Education Center and Ferrari World Abu Dhabi.

Björn Kemper
Senior Project Designer

From innovative dark rides, to magical theme park settings to contemporary museum galleries, Björn Kemper has established a reputation for delivering unique designs that immerse guests within one-of-kind environments.

A German native, Björn studied Architecture at the Technical University of Darmstadt, Germany. Since joining the studio in 1999, his background in architecture, design, illustration and themed entertainment, has helped make him an integral team member to a variety of JRA's more high profile projects. His recent work includes attraction planning and design for Ferrari World Abu Dhabi, as well as the World of Coca-Cola in Atlanta. Björn also played a leading role in the planning, design and art direction of Science Centre Singapore's atrium experience and well as for attractions within both HarborLand – a 40-acre theme park in Ningbo, China – and Volkswagen's Autostadt in Wolfsburg, Germany. Björn is currently working on a number of attraction components for two JRA theme park projects set to open in Europe within the next two years.

Scot Ross
Senior Project Designer

Combining his knowledge of history, art (and the Marx Brothers), Scot Ross brings a unique perspective to each design project in his role as a JRA Senior Project Designer. Scot's professional experience consists of work in the theme park industry, advertising, graphic design and illustration.

Scot's work at JRA includes environmental graphics and development of the overall graphic identity for projects such as DAYTONA USA, Kellogg's Cereal City USA, the SUE Exhibit at Chicago's Field Museum, and the Atlanta Braves' entertainment plaza at Turner Field. Recently, Scot has led JRA's graphic design efforts for clients such as the

National Underground Railroad Freedom Center and the World of Coca-Cola. He has also provided design and illustration for the McKenna Children's Museum in New Braunfels, Texas; sculptural and theatrical concepts for "Mythica" The Center for World Mythology and Human Journey; and graphic design for Ferrari World Abu Dhabi.

Scot is currently working on a number of projects, including the design of the new Jim Beam brand experience and a planned visitors center for the iconic TABASCO® brand.

Scot lends his talents to planning and promoting public events in his neighborhood of Oakley and is at work on a project detailing the history of this charming historical community. He also writes a weekly segment for a local radio program, which showcases his quick wit and sense of humor.

Jeff Lichtenberg
Senior Project Designer

Since joining Jack Rouse Associates in 1993, Jeff Lichtenberg has established a solid reputation for both his design talents and his leadership abilities. With over 23 years of experience and a diverse palette of skills, Jeff has conceptualized, master planned and designed a variety of successful international projects, ranging from interactive museum, aquarium and zoo exhibits to stand alone attractions like Jenkinson's Fun House and Casino Pier's Haunted House to elaborately themed environments for theme parks and other leisure destinations.

Jeff's projects include planning and design for award winning Mike's Famous Harley Davidson in Wilmington, DE; and the Texas Wild! exhibit at the Fort Worth Zoo. Other projects include: Wolf Woods and the Discovery Forest exhibits at the Cincinnati Zoo and Botanical Garden; Ten year master plan for the Texas State Aquarium in Corpus Christi, Texas. Master plan and attraction designing for Kings City, a Biblical-themed attraction located in the resort town of Eilat, Israel; exhibit planning and design for the Lake Red Rock Visitor Center Pella, Iowa; exhibit planning and design for The Permian Basin Petroleum Museum in Midland, Texas; planning and design for the renovation of the interior experiences at the popular Merlion attraction on Sentosa Island in Singapore; design and planning of the new Human Body, Geology and Flight and Space exhibit galleries at the Milton J. Rubenstein Museum of Science and Technology (MOST) Syracuse, NY. In addition Jeff has developed master plans and designs for the following: The Mind Museum, a world-class science museum currently being developed in Manila, Phillipines; HarborLand theme park in Ningbo, China; Blackberry Farm in Aurora, Illinois; Al Jazeera Theme Park in Sharjah, UAE. A mixed-use development in the Bansko-Razlog Valley, Sofia, Bulgaria.

Jeff is currently working on a visitor center for Appleton Rum in Falmouth, Jamaica, a Stingray exhibit at the Texas State Aquarium in Corpus Christi, TX, Master plan analysis and attraction design at Santa's Village theme park in New Hampshire, USA - museums in Saudi Arabia, and master plans for theme parks in China, Nigeria and Russia.

David Ferguson
Art Director

David Ferguson approaches every project as if it were a show and every guest as if they were a theater patron. This mindset, along with his theatrical training and experience, heavily influence David's work at JRA as Art Director.

David graduated from the University of Pittsburgh, with special studies at Carnegie Mellon University and Tyler Art Academy. He then earned a Master of Fine Arts in Theater Design from Temple University. Prior to joining Jack Rouse Associates in 1999, David spent 20 years in the themed entertainment industry, most recently as Director of Art and Show Design for Paramount Parks.

David has art directed many of JRA's high profile projects, including Ripley's Believe It Or Not! in London, the World of Coca-Cola in Atlanta, Volkswagen's Autostadt in Wolfsburg, Germany and Ferrari World Abu Dhabi in the United Arab Emirates. Other recent projects include art direction for the Cincinnati Reds Hall of Fame and Museum, the National Underground Railroad Freedom Center, the Arab American National Museum, Green Bay Packers Hall of Fame and Paramount's Kings Island's Bubba Gump Shrimp Shack.

Using the motto: "the show begins as the guest walks through the front door," David works to create the richest possible environment for each attraction while balancing the guest experience with the client's budget.

Teresa Johns
Designer

Teresa's love of the projects, people, and potential at Jack Rouse Associates is what fuels her success within the company. Her dedication and determination are the keys to her current position as Designer.

Teresa was born in Cincinnati and attended the University of Cincinnati, where she received her Bachelor of Science in Industrial Design. Her co-op experience at JRA is what led to her full-time placement as a Designer at the firm. At JRA she worked on a variety of projects, from the Al Jazeera theme park project in Sharjah, UAE to the Pepsi Sponsorship pavilion at New Meadowlands Stadium. Teresa is also instrumental in assisting the marketing department in the development of various proposals.

Prior to working at JRA, Teresa has work experience as part of the University of Cincinnati's Co-Op program with firms such as Procter & Gamble, Lexmark International, and Frontgate. At Procter & Gamble, she worked on the Pampers team and created a concept to be patented and used in the future by P&G. During her co-op at Frontgate, Teresa designed a wide assortment of home goods that are currently in production.

Anita Daugherty
Executive Producer, Media & Film

In her position at JRA as Executive Producer, Media & Film, Anita Daugherty sees her role as bringing JRA's media concepts to life while ensuring that clients receive the best creative and contractual terms possible.

For each media component within a project, Anita is responsible for identifying external production talent, selecting the companies to submit on a RFP, evaluating each response, negotiating overall price and terms and making a vendor recommendation to the owner. Once the contract is signed, Anita then begins managing the actual media production, from pre-production through final installation.

Anita has been working with JRA as a freelance producer and media producer vendor for 16 years. Her background includes the production of leisure-based entertainment media to feature films. This diverse experience has exposed her to a global network of media specialists, ranging from production studios and directors, to animators and systems integrators.

Anita recently led the development and production of the media experiences for the Ferrari World Abu Dhabi project. She is currently working on a number of projects, including a specialty theater experience for United Way, and a number of developing theme park projects in Europe.

Management Resources Company

James H. Higashi
Principal

Since joining the firm in 1995, Jim has been involved with numerous leisure-time industry projects ranging from detailed analysis to project management. Having hands-on experience in multiple fields of the industry, Jim knows how to get from the planning stage to a functional operation. Jim and the team at MR ensure organizations practice continuous improvement in their product and visitor experience in order to maintain a competitive position and grow the business. From attractions to cultural institutions to destinations, he plays an essential role in transforming plans into successful ventures. A sampling of

projects includes:

Commercial Theme Parks & Attractions
Sea World
Autoworld
HiT Entertainment
The Walt Disney Company
MGM
Warner Bros.

Corporate, Promotional & Brand Centers
American Girl Place
Coca-Cola
Time Warner
CNN
Danfoss Universe

Private Not-for-Profit Organizations
American Museum of Natural History
Aquarium of the Pacific
The Field Museum
National September 11 Memorial & Museum

Among start-up and existing operations, Jim's proven track record in operational planning and programming, financial and operational analysis, promotions and management provides Management Resources' clients the advantage they seek.

Jim continues his commitment to the leisure-time industry by participating in various industry events around the country.

David H. Schmitt
Principal

As founder of Management Resources, Dave is recognized throughout the leisure-entertainment-recreation industry as an innovator and standard-bearer. Under Dave's guidance and incorporating MR's core values and philosophy for the past three decades, MR continues to provide a blueprint for growth in the new century. Dave and the MR team offer strategic assistance to cultural institutions, international developers, the tourism industry, shopping centers, and entrepreneurs in various fields. Dave's projects throughout Europe, Middle East, Australia, South America, Africa and the Pacific Rim set the benchmark for operational success. A sampling of clients include:

Commercial Theme Parks & Attractions
Anheuser Busch - Sea World
Disneyland
Everland
Lego Land
Universal Studios
Ushaka Marine World
Viscom/Paramount Studios
Warner Bros. Studios

Corporate, Promotional & Brand Centers
HiT Entertainment
Kennedy Space Center
Olympiads (2)
Sony Center
The Time Warner Company
Volkswagen AG
World Expositions (7)
World of Coke

Private Not-for-Profit Organizations
American Museum of Natural History
Aquarium of the Pacific
Audubon Nature Institute
The Henry Ford
National Aquarium
Newseum
Smithsonian

Relying on his diverse background in finance and marketing management with both the Walt Disney Company and Marriott International, Dave responded to the need for a comprehensive resource by putting together a dream team of professionals—Management Resources.

Often sought by the media and industry publications to share his perspectives on the future of the leisure-entertainment-recreation and attraction business, Dave continues his career-long commitment to the industry frequently appearing as a guest speaker at such varied events as tourism conferences in Chile to state-of-the-industry panels in Anaheim. Dave's broad base of experience and thoughtful insights make him uniquely qualified for the task.

Ray Giang
Senior Associate

Ray manages and assists in the analysis of various projects ranging from commercial attractions to not-for-profit institutions. As part of the MR team, Ray has developed business plans, operational plans, financial proformas, capacity studies and other types of analysis for the planning of new developments and the development of existing organizations. Utilizing the developed analysis Ray and the MR team are able to advise clients on how they can enhance business practices, improve financial performance, and develop strategies for re-positioning and or expansion. Some of the clients Ray has worked with include:

Commercial Theme Parks & Attractions
Everland Resort
HiT Entertainment
Metro-Goldwyn-Mayer Studios
Sanrio
Six Flags
MGM
Warner Bros. Studios

Corporate, Promotional & Brand Centers
BBC - Worldwide
London Olympics 2012
World of Coke
College Football Hall of Fame

Private Not-for-Profit Organizations
American Museum of Natural History
Contemporary Art Museum at the Presidio
Delaware Children's Museum
The Field Museum
Georgia Aquarium
National Children's Museum
Omaha Children's Museum

Ray joined MR in 2007 after completing his MBA with an emphasis in Finance at Chapman University. Prior to that Ray worked for the University of California Irvine managing and planning major events held at the University. He also played an integral part of the on-going development and physical planning of the UC Irvine campus.

In addition, Ray is a seasoned traveler, having visited many countries including China, Hong Kong, Malaysia, Indonesia, Thailand, England, France, Germany, Italy, Switzerland, Holland, Mexico and Canada.

Linda Simos
Vice President

Linda and the marketing team at MR have been privileged to utilize their extensive experience and understanding of the leisure-time business assisting numerous clients in creating, developing and implementing balanced marketing and ticket sales programs tailored specifically to the client's venue and market. She has been successful in assisting MR clients find answers to such universal questions as: "does our admissions program optimize the admissions revenue potential?"; "is our marketing and ticket sales strategy as effective as it can be?"; "have we maximized our revenue potential?" "is our group/tourism marketing program reaching the maximum number of potential visitors?"; and "are there additional revenue opportunities we can market to our visitors?". The clients Linda assists range across the country and around the world and a sample includes:

Commercial Theme Parks & Attractions
Anheuser Busch - Sea World
Disneyland
Danfoss Universe
Metro-Goldwyn-Mayer Studios
Universal Studios
Viacom/Paramount Studios

Corporate, Promotional & Brand Centers
Aeroclube Plaza Show
Expo '86
Expo '92
Ford Motor Company
The Time Warner Company
Tourism British Columbia

Private Not-for-Profit Organizations

Aquarium of the Pacific
American Museum of Natural History
The Field Museum
The Henry Ford
Mystic Seaport
National Aquarium Baltimore
Newseum

Through research, development and program implementation, Linda and the team at Management Resources have been able to develop thoughtful marketing and ticket sales plans that generate incremental attendance and revenue for many of the premier institutions in the country and around the world.

Linda is involved with IAAPA, TEA, the American Association of Museums, Student Youth Travel Association and various other tourism related associations attending conventions, workshops and participating in guest speaking panels as appropriate.

Top of the World NY, LLC Representatives

Richard B. Belkin
Co-Chairman, Treasurer

Mr. Belkin began his television career as a producer, director, and on-air talent. His 10-year career with the General Electric Company included positions as Vice President and General Manager of KOA AM/FM, Denver, Colorado; Vice President and General Manager of WRGB-TV, WGY-AM, and WGFM-FM, Schenectady, New York; and General Manager of Command Performance Television Network, New York and Syracuse, New York. The network televised many of the first pay-per-view events throughout America including the most famous Ali – Frazier boxing matches. Mr. Belkin also developed the concept for live, large-screen, off-track betting for the State of Connecticut.

Thereafter, he joined the Outlet Company of Providence, Rhode Island, as Vice President and General Manager of WNYS-TV, Syracuse, New York. Mr. Belkin joined McClatchy Newspapers, Inc. of Sacramento, California as Executive Vice President and was a member of the Board of Directors. There, he was responsible for the radio, television, and cable businesses.

Following his term as a member of the Board of McClatchy Newspapers, he joined Lee Enterprises, Inc. Davenport, Iowa, as Vice President - Broadcasting and Corporate Strategic Planning and was a member of the Board of Directors. He was responsible for television stations in West Virginia, Nebraska, New Mexico, Arizona, Oregon, and Hawaii and for television production and programing for networks and syndication.

Mr. Belkin received a Bachelor of Arts degree from the University of Hartford and a Master of Science degree from Syracuse University. His business education continued while with General Electric. He was awarded the opportunity to attend the General Electric-sponsored Harvard Management School with emphasis on general management, marketing, and strategic planning.

Don Gregory
Co-Chairman, Secretary

Mr. Gregory began his career as an actor. His direction changed to the entrepreneurial side of the entertainment business by not only naming, but launching the New York Coffee House Movement, one of the great, early incubators for the development of new talent. Later, Mr. Gregory joined the Agency For The Performing Arts, rising to the position of Vice President. In his position as Vice President, he was responsible for the management of such artists as Harry Belafonte, Bobby Darin, Rowan and Martin, Frank Gorshin, and Red Buttons.

Recognized for his unique talents, Mr. Gregory moved next to the role of Producer. Most notable were his productions of, “My Fair Lady,” starring Rex Harrison, and “Camelot,” starring Richard Burton. Next, he produced “Othello,” starring James Earl Jones and Christopher Plummer. Mr. Gregory received a Tony Award for this production. He then continued with “Clarence Darrow,” starring Henry Fonda; “The Belle of Amherst,” with Julie Harris, for which she received a Tony Award; and Dory Schary’s “FDR,” starring Robert Vaughn.

His television productions of “Clarence Darrow,” “The Belle of Amherst,” and “Paul Robeson” were winners of the Christopher Award and the coveted Emmy and Peabody awards. Mr. Gregory’s film credits include both CBS and NBC Movies of The Week and The Hallmark Hall of Fame.

Mr. Gregory is a graduate of the University of Connecticut and has been the Senior Advisor to the University’s Fine Arts Department for the past 21 years.

Terrapin Bright Green, LLC

William Browning
Partner

Bill Browning is one of the green building and real estate industry’s foremost thinkers and strategists, and an advocate for sustainable design solutions at all levels of business, government, and civil society. His expertise has been sought out by organizations as diverse as Fortune 500 companies, leading universities, non-profit organizations, the U.S. military, and foreign governments. In 1991, Browning founded Rocky Mountain Institute’s Green Development Services, which was awarded the 1999 President’s Council for Sustainable Development/Renew America Prize. Browning’s clients include Wal-Mart’s Eco-mart, Starwood, Yellowstone National Park, Lucasfilm’s Letterman Digital Arts Center, New Songdo City, Bank of America’s One Bryant Park, the White House, and the Sydney 2000 Olympic Village. He coauthored Green Development: Integrating Ecology and Real Estate, Green Developments (CD-ROM), A Primer on Sustainable Building, and Greening the Building and the Bottom Line. Browning was named one of five people “Making a Difference” by Buildings magazine, and an Honorary member of the AIA. He was a founding member of US Green Building Council’s Board of Directors. In 2006 he cofounded Terrapin Bright Green LLC, which crafts environmental strategies for corporations, government agencies and large-scale developments. He also serves on the DoD Defense Science Board Energy Task Force.

Education

1983 - University of Colorado, Boulder, Bachelor of Environmental Design
1991 - Massachusetts Institute of Technology, MS, Real Estate

Awards

2004 - US Green Building Council Leadership Award
2001 - American Institute of Architects Honorary Member
1999 - Presidents Council For Sustainable Development/Renew America Prize
1995 - MIT Charles H. Spaulding Award
1991 - MIT Center For Real Estate Public Sector Fellowship

Work Experience

2006-Present - Terrapin Bright Green, LLC, (New York, NY | Washington, DC)

- Return To Le Enfant, Washington DC
- National Geographic Society Headquarters, Washington, DC
- Cacique Resort Development, Guanacaste, Costa Rica
- New Songdo City International Business District, Korea
- Southwest Regional Core Development, Arizona
- Green Branding of Starwood Hotels, Worldwide

2005-2007 - Browning + Bannon LLC (Washington, DC)

2004-2005 - John A. Clark Company (Rappahannock Academy, VA)

1987-2004 - Rocky Mountain Institute (Snowmass, CO)

Public Service

2006-2008 - US Department of Defense - Office of the Secretary of Defense’s Defense Science Board Energy Task Force (The Pentagon, Washington, DC)
Development of recommendations for a new energy strategy policy for the US Department of Defense.

2007-Present - General Services Administration - GSA Public Building Service (Washington, DC)
Peer review of major new design projects for the Federal Government.

2008-Present - US Department of State - Industry Advisory Council (Washington, DC)
Advisory group on design and building strategies for US Embassies and other State Department buildings.

Non-Profits

1993-Present - US Green Building Council (Washington, DC)
Founding board member 1993-2004 and current chair of the Board Governance Committee for a national organization promoting green building.

1997-Present - Greening America (Washington, DC)
Founding board of directors for an organization that grew out of the greening of the White House and provides support and media for federal greening efforts.

2000-Present - Trust For Public Land (San Francisco, CA)
Serve on national real estate advisory council.

1997-2003 - Roaring Fork Conservancy (Basalt, CO)
Served on the founding board of directors for a local land conservancy focused on riparian habitat.

1998-1999 - The Nature Conservancy (Arlington, VA)
Served on the Real Estate Advisory Council.

Chris Garvin, AIA LEED AP
Partner, Terrapin/Senior Associate, Cook+Fox

Chris Garvin is an accomplished practitioner and active voice in the sustainable design community. Since moving to New York in 1998, he has specialized in environmental architecture and materials research, while serving on numerous advisory boards and in organizations that advocate for sustainability in design. Chris serves as a project lead for many of Terrapin's consulting engagements while also managing projects for Cook+Fox Architects, where he is a Senior Associate. An integral contributor to Terrapin's development, he was named a Partner in 2008. Complementing his work at Terrapin, Chris lectures frequently on sustainable design and has taught at the Pratt Institute's Center for Professional Practice since 2002. He also advises several organizations on sustainability issues, including the National Building Museum and the New York Academy of Sciences.

Education

1995 - Carnegie Mellon University, Bachelor of Architecture, with Honors

1993-1994 - Ecole Polytechnique Federal de Lausanne, Switzerland

Professional License

Registered Architect in Illinois (1998), New York (1999), North Carolina (2001), New Jersey (2003)

Work Experience

2006-Present - Terrapin Bright Green (New York, NY | Washington, DC), Partner

- PlaNYC, Advisor on New York City Mayor's planning committee
- Element by Starwood Hotels, Worldwide
- Cacique, Revolution Places, Guanacaste, Costa Rica
- NYSERDA, Biomimicry Technical Assistance Programming, New York, NY
- Incheon Tower, New Songdo City, Korea

2006-Present - Cook+Fox Architects LLP (New York, NY), Senior Associate

- 39-47 Hegeman Avenue, Brooklyn, NY

1999-2006 - Croxton Collaborative Architects (New York, NY),Vice President

Advisory Committees (Current)

Co Chair, Water Efficiency Committee, Green Code Task Force for Mayor Bloomberg

Member, ICLEI Built Environment Technical Advisory Committee (TAC)

Board of Directors, Urban Green Council (NY Chapter of the USGBC)

Member, New York Academy of Science's Green Building Steering Committee

Delegate, National Building Museum's Intelligent Cities Forum

Travis Knop
LEED Green Associate

As a research analyst at Terrapin, Travis has supported Environmental Opportunity Charrettes, the writing of two books, and memoranda on state-of-the-industry developments in environmentally innovative products, practices, and approaches. Previously, Travis interned at the James River chapter of the USGBC, providing research on developments in green building and assisting with member outreach. Travis has been at Terrapin since 2010, when he completed his bachelor's degree in Political Science with a focus on environmental studies at Princeton University.

Education

2010 - Princeton University, Political Science and Environmental Studies

Work Experience

2010-Present - Terrapin Bright Green (New York, NY | Washington, DC) Research Analyst

- DC Hine Environmental Opportunities Charrette, Washington, DC
- Large Commercial Facilities Planning, New York, NY
- Advanced Building Automation Systems Research, New York, NY
- Corporate Campus Master Planning, LaGrange, GA
- Manufacturing Campus Planning, East Peoria, IL
- LEED Support, 118-Story Tower, Kuala Lumpur, Malaysia

2009 - James River Green Building Council (Richmond, Virginia), Intern, Website and Administrative Support

Catie Ryan, LEED AP BD+C
Project Manager

Catie is a Project Manager and Senior Researcher at Terrapin Bright Green. Since joining the Terrapin's staff in 2008, Catie has been responsible for developing green guidelines for new construction, authoring reports for clients on sustainable strategies, and developing illustrative graphics of environmental issues. She was principal in the research, analysis, design and authoring of a state-of-the-industry environmental report on algae biofuels for the Natural Resources Defense Council. As a policy paper, the report identified the core environmental benefits, concerns and unknown impacts associated with the nation's production and refining of algae-based transportation fuels, and made recommendations to policy makers and industry leaders for developing an environmentally sustainable biofuels industry.

Catie is currently the LEED coordinator for a 118-story tower in Malaysia; she also manages research projects focusing such topics as integrated building systems, innovative stormwater management, and biophilia.

Education

Ongoing - Boston Architectural College, Master's Certificate in Sustainable Building Design & Construction

2008 - Brandeis University, Master of Arts in Sustainable International Development

1999 - Connecticut College, dual degree, Bachelor of Arts in Graphic Design and Chinese Studies

1997 - Capital University of Economics and Business, Beijing, China

Work Experience

2008-Present - Terrapin Bright Green (New York, NY | Washington, DC), Project Manager and Senior Researcher

- LEED Coordinator, 118-Story Tower, Kuala Lumpur, Malaysia
- Environmental Opportunities Report, 118-Story Tower, Kuala Lumpur, Malaysia
- Long Branch Ferry Pier Public Charrette, Long Branch, NJ
- Biophilia Strategies Research Database, NYC, NY
- Algae Biofuels Environmental Sustainability Report for NRDC, Industry-wide, USA
- Gordon College Green Growth Recommendations, Wenham, MA

Vineyard Community Church Green Growth Recommendations, Cincinnati, Ohio
Battery Park City Green Guidelines for Existing Buildings, NYC, NY
Dorado Beach Resort Environmental Opportunities Report, Dorado, Puerto Rico

2007-2008 - Ecosystem Sciences Foundation (Guanajuato, México), Urban Ecology Field Manager

Sustainable Stormwater Management, San Miguel de Allende UNESCO World Heritage Site, Mexico

Spring 2007 - Flansburgh Architects (Boston, MA), Energy Efficiency & Environmental Sustainability Education Intern for LEED-rated Schools

1998-2006 - Fiber Optic Systems, Inc (Whitehouse Station, NJ), Project Foreman, on-site customized fiber optic lighting installations

Rain Forest Café, Austin, TX; Galveston, TX; San Francisco, CA
Northern Lights Casino, Walker, MN
227 Shore Drive, Bedford, Nova Scotia

2004-2005 - Refugees International (Nan Province, Thailand), Environmental Sustainability Coordinator and liaison for the underserved and displaced indigenous Mlabri community in remote areas of WiangSa District.

2003-2005 - U.S. Peace Corps (Nan Province, Thailand), Teacher Collaborator and Community Outreach Volunteer in rural water scarce BanLuang District.

Presentations and Publications

Keynote - ExxonMobil Research and Engineering Symposium on Bio-Oil Recovery, Clinton, NJ (March 10, 2010).

Presenter - "Environmental Impacts of Algae-Based Biofuels Production", Öko Institut e.V. Algae Workshop, German Ministry of the Environment, Berlin, Germany (November 2, 2009).

Author - "Cultivating Clean Energy: The Promise of Algae Biofuels", published by the Natural Resources Defense Council, 81 pp (October, 2009).

Eric Wayne Sanderson

Landscape Ecologist

Education

June 1998 - Ph.D. Ecology (Area of Emphasis: Ecosystem and Landscape Ecology), University of California, Davis.
Dissertation: The Spatial Structure of a California Salt Marsh.
Advisor: Dr. Susan L. Ustin

June 1990 - Bachelor of Arts and Science in Biochemistry and English. University of California, Davis. Graduation with honors.

Research and Employment Experience

April 2009 – present - Senior Conservation Ecologist, Global Conservation Programs, Wildlife Conservation Society
Develop innovative approaches to save wildlife, wild lands and connect people to nature through research and communication.

January 2003 – April 2009 - Associate Director, Living Landscapes Program, Global Conservation Programs, Wildlife Conservation Society
Lead a team of multi-disciplinary scientists supporting applications of landscape ecology, geographic analysis and strategic planning.

May 1998 – January 2003 - Associate Conservation Ecologist, Landscape Ecology and Geographic Analysis Program, Wildlife Conservation Society
Provide support to integrate the tools and theory of landscape ecology in the activities of the Wildlife Conservation Society.

September 2000 – present - Adjunct Research Scientist, Center for Environmental Research and Conservation, Columbia University
Advise graduate students, provide lectures and teach certificate course modules in applications of landscape ecology to conservation research and practice.

July - Sept. 1995 - Biological Science Technician. Sequoia/Kings Canyon National Parks
Assisted botanical field investigations and conducted raster based geographic information systems analyses of alpine vegetation distributions.

Teaching Experience

Spring 2011 - Part Time Adjunct Faculty, Environmental Studies Program, New York University, New York, NY
Teaching semester long, project-based seminar for environmental studies seniors on historical ecology.

Spring 2002, Spring 2003, Spring 2005, Spring 2008 - Instructor, Certificate Program in Conservation Biology, Columbia University, New York, NY
Taught 5-week course module in applications of landscape ecology to conservation.

Spring 2001 - Instructor, Certificate Program in Conservation Biology, Columbia University, New York, NY
Taught 5-week course module in applications of remote sensing and GIS to an applied conservation problem from Bukit Barisan Selatan National Park, Sumatra.

Oct. 2005 - Instructor, Wildlife Conservation Society, Bronx, NY
Taught two-week "Advanced Training (raster analysis) in Geographic Information Systems for Wildlife Conservation" courses, lab and lectures, for WCS scientists from around the world.

Sept. 1999; Sept. 2000; Oct. 2002; Oct. 2003; Oct. 2004 - Instructor, Wildlife Conservation Society, Bronx, NY
Taught two-week "Basic Training (vector analysis) in Geographic Information Systems for Wildlife Conservation" courses, lab and lectures, for WCS scientists from around the world.

1995 - 1998 - Teaching Assistant, UC Davis, Davis, CA
Lecture, ran lab sections and assisted students on projects in courses on GIS, remote sensing, nature and culture. Teaching Assistant Consultant (1996-1997).

Books

Sanderson, E.W. 2009. Mannahatta: A Natural History of New York City. Abrams, New York. 352 pp. Illustrated by Markley Boyer.

Sanderson, E.W., Robles Gil, P., Mittermeier, C.G., Martin, V.G., and Kormos, C.F. 2006. The Human Footprint: Challenges for Wilderness and Biodiversity. CEMEX - Agrupacion Sierra Madre – Wildlife Conservation Society, Mexico. 324 pp.

Medellin, R. A., C. Chetkiewicz, A. Rabinowitz, K. H. Redford, J. G. Robinson, E.W. Sanderson, and A. Taber, editors. 2002. Jaguars in the new millennium: an evaluation of the status, priority-setting and recommendations for the jaguars in the Americas. National Autonomous University of Mexico/Wildlife Conservation Society. Mexico D. F.

Peer-reviewed Publications

Altrichter, M., A. Taber, H. Beck, R. Reyna-Hurtado, L. Lizarranga, A. Keuroghlian, and E.W. Sanderson. (in press) Conservation status and range-wide decline of white-lipped peccaries in Latin America: implications for ecosystem function and conservation planning. Biodiversity and Conservation.

LaRocca, S., S.D. Guikema, J. Cole, and E.W. Sanderson. (in press) Broadening the discourse on infrastructure interdependence by modeling the "ecology" of infrastructure systems. 11th International Conference on Applications of Statistics and Probability in Civil Engineering, August 1-4, 2011.

Sanderson, E.W., and A. Huron. 2011. Conservation in the City. Conservation Biology 25(3): 421-423.

Yackulic, C.M., E.W. Sanderson and M. Uriarte. 2011. Anthropogenic and intrinsic drivers of modern range loss in large mammals. Proceedings of the National Academy of Sciences 108(21): 1015097108v1-201015097.

Redford, K., G. Amato, J. Baille, P. Beldomenico, E.L. Bennett, N. Clum, R. Cook, G. Fonseca, S. Hedges, S. Launay, S. Lieberman, G. M. Mace, A. Murayama, A. Putnam, J.G. Robinson, H. Rosenbaum, E.W. Sanderson, S.N. Stuart, P. Thomas, and J. Thorbjarnarson. 2011. What does it mean to successfully conserve a (vertebrate) species? Bioscience 61(6): 39-48.

Sanderson, E.W. 2010. Geography can save the world, in Rose-Redwood, R. (ed.) Encountering Mannahatta: A critical review forum. Cartographica 45(4): 241-272.

Kang, A., Y. Xie, J. Tang, E.W. Sanderson, J.R. Ginsberg, and E. Zhang. 2010. Historic distribution and recent loss of tigers in China. Integrative Zoology 5: 335-341.

Karanth, U., Sanderson, E.W. and Funston, P. 2010. Many ways of skinning a cat: tools and techniques for studying wild felids. In D. MacDonald and A. Loveridge (editors) Biology and Conservation of Wild Felids, Oxford University Press: Oxford.

Sanderson, E.W., J. Forrest, C. Loucks, J. Ginsberg, E. Dinerstein, J. Seidensticker, P. Leimgruber, M. Songer, A. Heydlauff, T. O'Brien, G. Bryja, S. Klenzendorf, and E. Wikramanayake. 2010. Setting Priorities for Tiger Conservation: 2005 – 2015. In editors R. Tilson and P. Nyhus, Tigers of the World, 2nd edition: The Science, Politics and Conservation of Panthera Tigris. Academic Press (Elsevier): Oxford, UK.

Sanderson, E.W. and D. LaBruna. (2010) A review of maps relating to the historical ecology of northern New York City in archives outside the Bronx. Journal of the Bronx County Historical Society. XLVII (1&2): 57-102.

Wikramanayake, E., E. Dinerstein, J. Forrest, C. Loucks, J. Seidensticker, S. Klenzendorf, E. Sanderson, R. Simons, A. Heydlauff, J. Ginsberg, T. O'Brien, P. Leimgruber, M. Songer, G. Bryja. 2010. Roads to Recovery or Catastrophic Loss: How Will the Next Decade End for Wild Tigers? In editors R. Tilson and P. Nyhus, Tigers of the World, 2nd edition: The Science, Politics and Conservation of Panthera Tigris. Academic Press (Elsevier): Oxford, UK.

Didier, K.A., Glennon, M.J., Novaro, A., Sanderson, E.W., Strindberg, S., Walker, S., and DiMartino, S. 2009. The Landscape Species Approach: spatially-explicit conservation planning applied in the Adirondacks, USA, and San Guillermo-Laguna Brava, Argentina, landscapes. Oryx. 43(4): 476-487.

IUCN/SSC. 2008. Strategic Planning for Species Conservation: A Handbook. Version 1.0. Gland, Switzerland: IUCN Species Survival Commission. 104pp. [Sanderson was one of several lead authors.]

Bean, T. and Sanderson E.W. 2008. Using ecological models to test scenarios of fire use by Native Americans: an example from the Harlem Plains, New York, NY. Ecological Modelling. 208: 301-308.

Forrest, J., Sanderson, E.W, Wallace, R., Gómez, H. and Coppolillo, P.B. 2008. Patterns of land cover change in and around Madidi National Park in Bolivia. Biotropica 40(3): 285-294.

Redford, KH, Levy, MA, Sanderson, EW, and de Sherbinin, A. 2008. What is the role for conservation organizations in poverty alleviation in the world's wild places? Oryx 42(4): 516-528.

Sanderson, E.W., et al. (25 authors). 2008. The ecological future of the North American Bison: conceiving long-term, large-scale conservation of a species. Conservation Biology 27(2): 252-266.

Woolmer, G., Trombulak, S.C., Ray, J.C., Doran, P.J., Anderson, M.G., Baldwin, R.F., Morgan, A. and Sanderson, E.W. 2008. Rescaling the human footprint: A tool for conservation planning at an ecoregional scale. Landscape and Urban Planning 87(1): 42–53.

Baldwin, R.F., Bell, K.P., and Sanderson, E.W. 2007. Conservation planning for pool-breeding amphibians using spatial tools: an application of the landscape species approach. In Calhou, A.J.K. and deMaynadier, P.G. (editors) Science and Conservation of Vernal Pools in Northeastern North America. CRC Press, Boca Raton, FL.

Burgess, N.D., Balmford, A., Cordeiro N.J., Fjeldså J., Küper W., Rahbek C., Sanderson E.W., Scharlemann J.P.W., Sommer J.H., Williams P.H. 2007. Correlations among species distributions, human density and human infrastructure across the high biodiversity tropical mountains of Africa. Biological Conservation 134: 164-177.

Campagna, C., Sanderson, E.W., Coppolillo, P.B, Falabella, V., Piola A.R., Strindberg, S. and Croxall, J.P. 2007. A species approach for ecosystem conservation in the southwest Atlantic. Aquatic Conservation-Marine and Freshwater Ecosystems 17:S122-S147.

Dinerstein, E., Loucks, C., Wikramanayake, E., Ginsberg, J., Sanderson, E., Seidensticker, J., Forrest, J., Bryja, G., Heydlauff, A., Klenzendorf, S., Leimgruber, P., Mills, J., O'Brien, T.G., Shrestha, M., Simons, R. and Songer, M. 2007. The fate of wild tigers. BioScience 57(6): 508-515.

Sanderson, E.W. and Brown, M. 2007. Mannahatta: An ecological first look at the Manhattan landscape prior to Henry Hudson. Northeastern Naturalist.14(4): 545-570.

Hobbs, R.J., Arico, S., Aronson, J., Baron, J.S., Bridgewater, P., Cramer, V.A., Epstein, P.R., Ewel, J.J., Klink, C.A., Lugo, A.E., Norton, D., Ojima, D., Richardson, D.M., Sanderson, E.W., Valladares, F., Vila, M., Zamora, R., Zobel., M. 2006. Novel ecosystems: theoretical and management aspects of the new ecological world order. Global Ecology and Biogeography. 15 (1): 1-7.

Sanderson E, Forrest J, Loucks C, Ginsberg J, Dinerstein E, Seidensticker J, Leimgruber P, Songer M, Heydlauff A, O'Brien T, Bryja G, Klenzendorf S and Wikramanayake E. 2006. Setting priorities for the conservation and recovery of wild tigers: 2005-2015. The Technical Assessment. WCS, WWF, Smithsonian and NFWF-STF, New York.

Sanderson, E.W. 2006. How many animals do we want to save?: the many ways of setting population target levels for conservation. BioScience 57: 911-922.

Thorbjarnarson, J., Mazzotti, F., Sanderson, E., Buitrago, F., Lazcano, M., Minkowski, K., Muniz, M., Ponce, P., Sigler, L., Soberon, R., Telancia, A.M., and Velasco, A. 2006. Regional habitat conservation priorities for the American crocodile. Biological Conservation 128: 25-36.

Fener, H.M., Ginsberg, J.R., Sanderson, E.W., and Gompper, M.E. 2005. Chronology of range expansion of the Coyote, Canis latrans, in New York. Canadian Field-Naturalist 119 (1): 1-5

Redford, K.H., Coppolillo, P., Sanderson, E.W., Fonseca, G.A.B., Dinerstein, E., Groves, C., Mace, G., Maginnis, S., Mittermeier, R.A., Noss, R., Olson, D., Robinson, J.G., Vedder, A., and Wright, M. 2003. Mapping the conservation landscape. Conservation Biology 17(1): 116-131.

Kinnaird, M.G., Sanderson, E.W., O'Brien, T.G., Wibisono, H.T. and Woolmer, G. 2003. Deforestation trends in a tropical landscape and implications for endangered large mammals. Conservation Biology 17(1): 245-257.

Sanderson, E.W., Jaiteh, M., Levy, M.A., Redford, K.H., Wannebo, A.V., and Woolmer, G. 2002. The human footprint and the last of the wild. BioScience 52(10): 891-904.

Sanderson, E.W., Redford, K.H., Chetkiewicz, C-L.B., Medellin, R.A., Rabinowitz, A., Robinson, J.G., and Taber, A.B. 2002. Planning to save a species: the jaguar as a model. Conservation Biology 16(1): 58-72.

Sanderson, E.W., Redford, K.H., Vedder, A., Ward, S.E., and Coppolillo, P.B. 2002. A conceptual model for conservation planning based on landscape species requirements. Landscape and Urban Planning 58: 41-56.

Sanderson, E.W., Chetkiewicz, C-L. B, Rabinowitz, A., Redford, K.H., Robinson, J.G., Taber, A.B. 2002. A Geographic Analysis of the Status and Distribution of Jaguars Across the Range. In eds. Medellin, R. A., C. Chetkiewicz, A. Rabinowitz, K. H. Redford, J. G. Robinson, E.W. Sanderson, and A. Taber, Jaguars in the new millennium: an evaluation of the status, priority-setting and recommendations for the jaguars in the Americas. National Autonomous University of Mexico/Wildlife Conservation Society. Mexico D. F.

Sanderson, E.W., Chetkiewicz, C-L. B, Rabinowitz, A., Redford, K.H., Robinson, J.G., Taber, A.B. 2002. Geographic Priorities for the Jaguar. In eds. Medellin, R. A., C. Chetkiewicz, A. Rabinowitz, K. H. Redford, J. G. Robinson, E.W. Sanderson, and A. Taber, Jaguars in the new millennium: an evaluation of the status, priority-setting and recommendations for the jaguars in the Americas. National Autonomous University of Mexico/Wildlife Conservation Society. Mexico D. F.

Sanderson, E.W., Foin, T.C. and Ustin, S.L. 2001. A simple empirical model of salt marsh plant spatial distributions with

respect to a tidal channel network. Environmental Modelling 139: 293-307.

Willett, K.B. and Sanderson, E.W. 2000. Taking GIS into the Wild: Teaching GIS to Practicing International Conservation Biologists. Ecological Society of America Bulletin. October 2000.

Sanderson, E.W., Ustin, S.L., and Foin, T.C. 2000. The influence of tidal channels on the distribution of salt marsh plant species in Petaluma Marsh, CA, USA. Plant Ecology 146: 29-41.

Sanderson, E.W., Zhang, M., Ustin, S.L., and Rejmankova, E. 1998. Geostatistical scaling of canopy water content in a California salt marsh. Landscape Ecology 13:79-92.

Zhang, M., Ustin, S.L., Rejmankova, E., and Sanderson, E.W. 1997. Remote sensing of salt marshes: potential for monitoring. Ecological Applications 7(3): 1034-1053.

Grossman, Y.L., Ustin, S.L., Jacquemoud, S., Sanderson, E.W., Schmuck, G., and Verdebout, J. 1996. Critique of stepwise multiple linear regression for the extraction of leaf biochemistry information from leaf reflectance data. Remote Sensing of Environment 56(3): 182-183.

Popular Publications

Sanderson, E.W. 2010. (French translation by Violaine Kangou). Manhattan, une canopée de gratte-ciels née de la forêt sauvage. Naturalité 8, WWF-France.

Sanderson, E.W. 2010. A Brief Account of the Food Habits of the Lenape of Mannahatta. In (editor) F. Haeg, Edible Estates: Attack on the Front Lawn, 2nd edition. Metropolis Books: New York.

Sanderson, E.W. 2009. After the Storms, an Island of Calm – and Resilience. New York Times, op-ed contribution, 11 September 2009.

Sanderson, E.W. 2009. From Treeline to Skyline: The Mannahatta Project. New York State Conservationist, August 2009.

Sanderson, E.W. 2009. The Island that Time Forgot. New York Magazine, 12 April 2009.

Sanderson, E.W. 2008. The Human Footprint. Wildlife Conservation. April/June 2008.

Sanderson, E.W., Chicchon, A., Robles Gil, P., Gorenflo, L.J., Ginsberg, J., Hannah, L., Kormos, C.F., Martin, V.G., Mittermeier, C.G., Mittermeier, R.A., Redford, K., Robinson, J., and Vedder, A. 2006. Introduction. Pages 39 – 59 in Sanderson, E.W., Robles Gil, P., Mittermeier, C.G., Martin, V.G., and Kormos, C.F. (Eds.) 2006. The Human Footprint: Challenges for Wilderness and Biodiversity. CEMEX - Agrupacion Sierra Madre – Wildlife Conservation Society, Mexico.

Sanderson, E.W., Martin, V.G., Mittermeier, C.G., Robles Gil, P. 2006. Pages 160 – 171 in Sanderson, E.W., Robles Gil, P., Mittermeier, C.G., Martin, V.G., and Kormos, C.F. (Eds.) The Human Footprint: Challenges for Wilderness and Biodiversity. CEMEX - Agrupacion Sierra Madre – Wildlife Conservation Society, Mexico.

Forrest, J.L., Fay, J.M., Sanderson, E.W., and Chaves Didier, W. 2006. Africa Megaflyover. Pages 150 – 154 in Sanderson, E.W., Robles Gil, P., Mittermeier, C.G., Martin, V.G., and Kormos, C.F. (Eds.) The Human Footprint: Challenges for Wilderness and Biodiversity. CEMEX - Agrupacion Sierra Madre – Wildlife Conservation Society, Mexico.

Pilgrim, J.D., Brooks, T.M., Bryja, G., Butchart, S.H.M., De Silva, N., da Fonseca, G.A.B., Foster, M., Hoffman, M., Konx, D.H., Langhammer, P.F., Mittermeier, R.A., Sanderson, E.W., Sechrest, W., and Stuart, S.N. 2006. Threatened Biodiversity. Pages 114 – 125 in Sanderson, E.W., Robles Gil, P., Mittermeier, C.G., Martin, V.G., and Kormos, C.F. (Eds.) The Human Footprint: Challenges for Wilderness and Biodiversity. CEMEX - Agrupacion Sierra Madre – Wildlife Conservation Society, Mexico.

Sanderson, E.W. 2005 The Human Footprint and Last of the Wild. Pages 16-17 in Wildlife Conservation Society, editors, State of the Wild 2006. Island Press: Washington, DC.

Sanderson, E.W. 2005. Urban legend: discovering Manhattan's wetlands. National Wetlands Newsletter 27(1): 1,15-17.

Jaiteh, M., Levy, M.A., Redford, K.H., Sanderson, E.W., Wannebo, A.V. and Woolmer, G. The human footprint and the last of the wild. 2002. ESRI Map Book, Volume 17. Redlands, CA: Environmental Systems Research Institute.

Manuscripts

Sanderson, E.W. and Fisher, K. (in review). A comparative global analysis of how national economies influence areas of conservation priority. Conservation Biology.

Sanderson, E.W. (in review) Measures of consumption and development in the context of biodiversity conservation: connecting the ecological footprint calculation with the human footprint map, in editors (Collen, B., Krueger, L., and others) Biodiversity monitoring and conservation: bridging the gaps between global commitment and local action. Blackwell Publishing: Oxford, UK.

Sanderson, E.W. and J.E.M. Watson. (in prep) A REDD re-think: mitigating climate change through terrestrial ecosystem carbon credits.

Huron, A. and E.W. Sanderson (in prep). Developing an urban natural history consciousness: lessons from the Mannahatta Project.

Bennett, E., et al. (in prep.) A green list for species.

Sanderson, E.W., E. Beller and R. Grossinger (in prep.) Why historical ecology is essential to urban sustainability planning.

Sanderson, E.W. (in prep.) Muir webs: understanding the structure of nature through habitat relationships.

Sanderson, E.W. (in prep.) Mannahatta: A Time Machine Construction Manual (tentative title.) New York: Abrams for Young Readers. Book-length ms.

Sanderson, E.W. (in prep.) Terra Nova: A Prospect Beyond Oil, Cars and Suburbs (tentative title). New York: Abrams. Book-length ms.

Sanderson, E.W. and Fisher, K. (in prep.) Historiography of the jaguar in the United States and northern Mexico.

Van Deusen & Associates (VDA)

John A. Van Deusen
Founder

Mr. Van Deusen manages selected major projects. Prior to founding VDA, he spent 18 years in engineering, sales, and field installation with leading industry companies. A professional liaison with the NYC Elevator Industry Committee, he guest lectures on intra-building transportation at educational institutions including Harvard University Graduate School of Design, Princeton, NJIT, Drexel University, and Columbia. A Lehigh University alumnus, he completed graduate studies at George Washington University.

Role: Project Director
Years Experience: 47
With Current Firm: 31

Relevant Experience
Bank of America Tower - New York, NY
New York Stock Exchange - New York, NY
Citi Field - Flushing, NY
Goldman Sachs Global Headquarters - Battery Park City, NY
Statue of Liberty - Ellis Island, NY
Washington Dulles International Airport Tier 2 Midfield - Sterling, VA
Al Hamra Tower - Kuwait City, Kuwait
Espirito Santo Plaza - Miami, FL
Salhia Tower - Bahrain Bay, Bahrain
Sky View Parc - Flushing, NY
Almaty Financial District - Various Locations Almaty, Kazakhstan
Swiss Re House - 30 St Mary Axe, London, England
Arcapita Headquarters - Manama, Bahrain
Federal Reserve Bank of New York - New York, NY
Bank of America Uptown Tower - Charlotte, NC
270 Park Avenue - New York, NY
MTA East Side Access - New York, NY
Four Seasons Hotel - Manama, Bahrain
The Borgata, Water Club - Atlantic City, NJ
Museum of Modern Art Expansion - New York, NY
JFK Light Rail System - Queens, NY

One International Center - Kuala Lumpur, Malaysia
Madison Square Garden Renovation - New York, NY
Portes De La Defense - Colombes, France
Hearst Tower - New York, NY
11 Chater Road - Hong Kong, China

Education
B.S., Industrial Mgmt, Lehigh University, Bethlehem, PA

Graduate Study, George Washington University Washington, DC

Professional Affiliations
Certified BOCA and New York City Elevator Inspector

Guest Lecturer and Speaker on Vertical Transportation Equipment at Columbia University, New York University, Drexel University, NJIT, University of Wisconsin, Princeton University and Harvard University Graduate School of Design

Member
National Association of Elevator Contractors

National Association of Elevator Safety Authorities

National Association of Vertical Transportation Professionals

New York City Elevator Industry Committee – Professional Liaison

Hakan Tanyeri
Executive Vice President/Principal

Hakan Tanyeri joined VDA in 1995 and served as a Senior Associate, Director of Engineering - Vice President and Senior Vice President of the firm before being named Executive Vice President/Principal in January 2011. He is the principal-in-charge of the engineering and CAD departments. Mr. Tanyeri also serves as principal-in-charge of design for many of VDA's major new construction projects both internationally and domestically.

In addition, he has been a guest lecturer at New York University's Schack Institute of Real Estate.

A.C.E. Elevator Company, Inc. – 1 Year:
Prior to working at VDA Hakan Tanyeri was a Field employee with experience in new construction, repair, modernization and maintenance of various elevator systems; including geared, gearless traction and hydraulic applications.

Role: Principal in Charge
Years Experience: 18
With Current Firm: 17

Relevant Experience
Statue of Liberty - Ellis Island, NY
Bank of America Tower - New York, NY
Citi Field - Flushing, NY
Santander Tower, - Miami, FL
Arcapita Headquarters - Manama, Bahrain
Swiss Re - London, England
731 Lexington Ave - New York, NY
Barclays Center - Brooklyn, NY
Washington Dulles International Airport Tier 2 Midfield - Sterling, VA
11 Times Square - New York, NY
Lincoln Center - New York, NY
Hearst Tower - New York, NY
270 Park Avenue - New York, NY
Goldman Sachs Global Headquarters - Battery Park City, NY
Infinity Tower at Dubai Marina - Dubai, UAE
Memorial Sloan-Kettering Cancer Center The Mortimer B. Zuckerman Research Center - New York, NY
Four Seasons Hotel - Manama, Bahrain
Bank of America Uptown Tower - Charlotte, NC
Kean University: Center for Science, Technology, & Mathematics - Union, NJ
The Borgata - Atlantic City, NJ
Mark O. Hatfield Clinical Research Center - Bethesda, MD
Canon Headquarters - Melville, NY

Education
B.S., Industrial Technology, Watson Sch. of Engineering, Binghamton University

Professional Affiliations
NAESA Certified ASME Qualified Elevator Inspector, QEI #I-180

Guest Lecturer at NYU, Schack Institute of Real Estate, NY, NY

Richard S. Sayah
Vice President

As a participant in a cooperative educational program, Mr. Sayah was employed at VDA full time for 1 full year and 2 summers while earning his degree. During that time, his duties involved support of the CAD department; writing software programs; conducting field surveys and the preparation of traffic studies.

Since May 1999, he has been a full-time employee in the Engineering department. In January 2009, he was named Vice President with responsibility for project management, preparation of theoretical traffic analyses, design development of vertical transportation systems in new and existing structures, preparation of specifications; shop drawing review and construction period services.

Role: Project Manager
Years Experience: 13
With Current Firm: 13

Relevant Experience
Statue of Liberty - Ellis Island, NY
Eagles Stadium, (Financial Field) - Philadelphia, PA
Museum of Fine Arts Boston - Boston, MA
Museum of Modern Art Expansion - New York, NY
Pier 86, The Intrepid - New York, NY
Washington Dulles International Airport - Chantilly, VA
Bank of America Tower - New York, NY
International Finance Center (IFC) - Seoul, Korea
Al Hamra Tower - Kuwait City, Kuwait
Swiss Re House - 30 St Mary Axe, London, England
Dubai International Financial Center - Dubai, UAE
Goldman Sachs Global Headquarters - Battery Park City, NY
11 Times Square - New York, NY
Hearst Tower - New York, NY
BBVA Bancomer Tower & Operation Center - Mexico City, Mexico Espirito Santo Plaza - Miami, FL
Abu Dhabi International Airport, Midfield Terminal Comple - Abu Dhabi, UAE
Grand Central Terminal, Elevator Rehabilitation Design - New York, NY
Dana-Farber Cancer Institute Yawkey Center for Cancer Care - Boston, MA
Cooper Union for the Advancement of Science and Art - New York, NY
Penn State University Millennium Science Complex - State College, PA
Salhia Tower - Bahrain Bay, Bahrain
Arcapita Headquarters - Manama, Bahrain
Santander Tower - Miami, FL

Education
B.E.M.E., Stevens Institute of Technology, Hoboken, NJ

Professional Affiliations
LEED Accredited Professional (LEED AP)

American Society of Mechanical Engineers

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   ARAMARK WTC, LLC

2. Business Address (to receive mail for this RFP):
   1101 Market Street
   Philadelphia, PA 19107

3. Business Telephone Number:
   425-957-9700

4. Business Fax Number:
   425-957-9708

5. Firm website:
   http://www.aramark.com

6. Federal Employer Identification Number (EIN):
   [redacted]

7. Date (MM/DD/YYYY) Firm was Established: 04 / 26 / 12

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   None.

9. Officer or Principal of Firm and Title:
   Bruce W. Fears, President

10. Name, telephone number, and email address of contact for questions:
    Robert Concienne, 720-255-9548, concienne-bob@aramark.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

April 16, 2012

To: WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

To Whom It May Concern:

This letter acknowledges that ARAMARK is aware of and in agreement to our participation and role on the Proposer's team for the development of floors 100 through 102 and associated support facilities and equipment including: management of the escalators, elevators and other equipment atop One World Trade Center ("1 WTC" or "One WTC") for the "Observation Deck" as appropriate.

Sincerely,

Bruce W. Fears
President, ARAMARK Parks and Destinations
P: (425) 957-9700 F: (425) 957-9708
fears-bruce@aramark.com

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Hart Lyman WTC LLC

2. Business Address (to receive mail for this RFP):
   7085 Manlius Center Road, East Syracuse, NY 13057

3. Business Telephone Number:
   (315) 671-1500

4. Business Fax Number:
   (315) 671-1501

5. Firm website:
   www.hlcos.com

6. [redacted]

7. Date (MM/DD/YYYY) Firm was Established:
   April 11, 2012

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   See attached.

9. Officer or Principal of Firm and Title:
   Guy W. Hart, Jr., Managing Partner

10. Name, telephone number, and email address of contact for questions:

    Guy W. Hart, Jr.
    7085 Manlius Center Road
    E. Syracuse, NY 13057
    Tel (315) 671-1500
    ghartjr@hlcos.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? ☐ Yes X No

    If yes, please attach Port Authority certification as a part of this profile.
    If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

ATTACHMENT E – COMPANY PROFILE – CONTACT INFORMATION
No. 8 (Name, Address and EIN of Affiliates or Subsidiaries)

Fant D t Corp.
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

Presto ment Corp.
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

Guy Hart Real Estate Corp.
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

RDL D nt Corp.
EIN:
Addre x 400, Plattsburgh, NY 12901

The W w York Inc.
EIN:
Addre Desert Garden Drive, Tucson, AZ 85718

The W ew York LLC
EIN: 8
Addre E. Desert Garden Drive, Tucson, AZ 85718

Top of NY, LLC
EIN:
Addre Desert Garden Drive, Tucson, AZ 85718

CDM rprises
EIN:
11 Ch New York, NY 10956

Toxin ing Systems
EIN:
6545 F ows Lane, Flushing, NY 11365

GW H pment LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

GW H pment II LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP erties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP E ction Properties LLC
EIN: 2 5
Address Manlius Center Road, East Syracuse, NY 13057

MHP erties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP Properties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP Properties LLC
EIN: 4
Addre Manlius Center Road, East Syracuse, NY 13057

MHP ngton Properties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP ake Properties LLC
EIN: 5
Address: 7075 Manlius Center Road, East Syracuse, NY 13057

MHP se Properties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP perties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP operties LLC

nlius Center Road, East Syracuse, NY 13057

MHP operties LLC
EIN:
Addre anlius Center Road, East Syracuse, NY 13057

MHP Newport Properties LLC

Address: 7075 Manlius Center Road, East Syracuse, NY 13057

MHP Clayton Properties LLC

Address: 7075 Manlius Center Road, East Syracuse, NY 13057

MHP Mexico Properties LLC

Address: 7075 Manlius Center Road, East Syracuse, NY 13057

MHP Boynton-Plattsburgh Properties LLC

Address: 7075 Manlius Center Road, East Syracuse, NY 13057

CM Development LLC

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

Boynton Suites LLC

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

Meath Patrick Inc.

s Lane, P.O. Box 400, Plattsburgh, NY 12901

White Lenn Corp.

us Center Road, East Syracuse, NY 13057

Preso Building Corp.

s Lane, Plattsburgh, NY 12901

RDL Properties LLC

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

DF Meath Holding LLC

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

DF Meath Properties LLC

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

Gateway Industrial Park Inc.

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

Champlain Properties LLC

Address: 22 Veterans Lane, P.O. Box 400, Plattsburgh, NY 12901

7085 Manlius Center Road LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Cambridge Property Group LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development I LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development II LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development III LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development IV LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development V LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development VI LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Falls Bridge Development VII LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Germania Property Group LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Golden Valley Developers LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Green Clover Properties LLC

Address: P.O. Box 682, Syracuse, NY 13206

Greenberg & Josef LLC

2, Syracuse, NY 13206

Hart Lyman Companies LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Hart Property Development LLC

us Center Road, East Syracuse, NY 13057

HDL Property Group LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

HLMD Partners LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Orange Canyon Development Company LLC

s Center Road, East Syracuse, NY 13057

Point Five Development LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development I LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development II LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development III LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development IV LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development V LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development VI LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Angola LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Auburn LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Auburn I LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Baldwinsville LLC

lius Center Road, East Syracuse, NY 13057

Point Five Development Canandaigua LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Catskill LLC

s Center Road, East Syracuse, NY 13057

Point Five Development Cicero LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Clay LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Cortlandville LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Farmington LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Fayetteville LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Frederick LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Glens Falls LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Grant & James LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Mt. Read LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Myrtle Beach LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Orchard Park LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Penn Yan LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Plattsburgh LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Ridge & Hudson LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Rome LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development South Burlington LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Taft & Buckley LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Warsaw LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Watertown I LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Point Five Development Webster LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Salt City Construction LLC

lius Center Road, East Syracuse, NY 13057

UNYPG LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

USC Development LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

Upstate Investment Group LLC

Address: 7085 Manlius Center Road, East Syracuse, NY 13057

HART·LYMAN
COMPANIES

April 27, 2012

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

Hart Lyman WTC LLC acknowledges an awareness of, and agreement to, its participation and role for the development, operation and management of the Observation Deck at One World Trade Center.

4/27/12
Date

Guy W. Hart, Jr., Managing Partner
Hart Lyman WTC LLC

7085 Manlius Center Rd, East Syracuse, NY 13057 • 315.671.1500 • fax: 315.671.1501 • www.hlcos.com

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

   ARAMARK/Hart Lyman Entertainment, LLC

2. Business Address (to receive mail for this RFP):

   1101 Market Street

   Philadelphia, PA 19107

3. Business Telephone Number:
   425-957-9700

4. Business Fax Number:
   425-957-9708

5. Firm website:
   http://www.aramark.com

6. Federal Employer Identification Number (EIN):
   [redacted]

7. Date (MM/DD/YYYY) Firm was Established: 04 / 26 / 12

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

   ARAMARK WTC, LLC, 1101 Market Street, Philadelphia PA, 19107, EIN # 45-5145553

   Hart Lyman WTC, LLC, 7085 Manlius Center Rd, East Syracuse, NY 13057
   EIN #45-5042409

9. Officer or Principal of Firm and Title:

   Bruce W. Fears, President

10. Name, telephone number, and email address of contact for questions:
    Robert Concienne, 720-255-9548, concienne-bob@aramark.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Cook+Fox Architects LLP

2. Business Address (to receive mail for this RFP):
   641 Avenue of the Americas, New York, NY 10011

3. Business Telephone Number:
   212-477-0287

4. Business Fax Number:
   212-477-4521

5. Firm website:
   www.cookplusfox.com

6. Federal Employer Identification Number (EIN):
   [redacted]

7. Date (MM/DD/YYYY) Firm was Established: 06/03/2003

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   N/A

9. Officer or Principal of Firm and Title:
   Richard A. Cook, Founding Partner
   Robert Fox, Founding Partner
   Emilio DiPonio, Chief Financial Officer

10. Name, telephone number, and email address of contact for questions:
    Emilio DiPonio, ediponio@cookplusfox.com, 212-477-0287
    Brandon Specketer, bspecketer@cookplusfox.com, 212-477-0287

11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☐ **No**

If yes, please attach Port Authority certification as a part of this profile.

Cook+Fox Architects LLP
641 Avenue of the Americas
New York NY 10011
212 477-0287
cookplusfox.com

13 April 2012

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

Cook+Fox Architects acknowledges an awareness of, and agreement to, our participation and role on the Proposer's team for the build-out levels 100-103 of One World Trade Center.

Sincerely,

Robert F. Fox Jr, Partner
Cook+Fox Architects LLP

13 April 2012
Date

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

dbox, Inc

2. Business Address (to receive mail for this RFP):

110 Leroy St, FL 8
New York NY 10014

3. Business Telephone Number:

212-366-7277

4. Business Fax Number:

212-366-1362

5. Firm website:

www.dbox.com

6. Federal Employer Identification Number (EIN):

[redacted]

7. Date (MM/DD/YYYY) Firm was Established: 09/01/2006

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

dbox LTD, 24 Greville Street, London EC1N 8SS

9. Officer or Principal of Firm and Title:

Matthew Bannister, President
James Gibbs, Vice President
Jonathan Doyle, Vice President
Charles Dautremont, Secretary

10. Name, telephone number, and email address of contact for questions:

Ai Le, Business Director, 212-366-7277, ai@dbox.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

dbox

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

April 16, 2012

To Whom It May Concern:

This letter acknowledges that dbox, Inc. is aware of and in agreement to our participation and role on the Proposer's team.

Sincerely,

Jonathan Doyle
Vice President

advertising & design
330 Lorry Street
New York NY 10014
T 212.366.7277
F 212.366.1362
www.dbox.com

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Gorton & Partners, LLC
2. Business Address (to receive mail for this RFP):
   21 West 38th Street, Floor 6, New York, NY 10018
3. Business Telephone Number:
   212-768-7070
4. Business Fax Number:
   212-768-3221
5. Firm website:
   www.gortonpartners.com
6. Federal Employer Identification Number (EIN):
   26-2121266
7. Date (MM/DD/YYYY) Firm was Established:
   1/1/1994 as Gorton Associates, Inc. which formed Gorton & Partners 3/2008. All business is done through Gorton & Partners, LLC. Gorton Associates represents Robert Gorton's ownership of the firm.
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   Gorton Associates, Inc [redacted], 21 West 38th St. Floor 6, New York, NY 10018
9. Officer or Principal of Firm and Title:
   Principals: Robert Gorton, Raymond Del Savio and Patrick Muldoon
10. Name, telephone number, and email address of contact for questions:
    Patrick Muldoon, 212-768-7070 x 203, pmuldoon@gortonpartners.com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? □ Yes x No
    If yes, please attach Port Authority certification as a part of this profile.
    If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

GORTON & PARTNERS

April 16, 2012

Gorton & Partners acknowledges their agreement to participate in the role of Project Manager for this proposing team for the One World Trade Center Observation Deck Development and Management Request for Proposal.

Acknowledged and Agreed:

Patrick Muldoon
Partner
Gorton & Partners, LLC

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Jack Rouse Associates (JRA)
2. Business Address (to receive mail for this RFP):
   600 Vine Street, Suite 1700, Cincinnati, Ohio 45202
3. Business Telephone Number:
   513-381-0055
4. Business Fax Number:
   513-381-2691
5. Firm website:
   www.jackrouse.com
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established:
   10/01/1987
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
9. Officer or Principal of Firm and Title:
   Dan Schultz, Chief Operating Officer
10. Name, telephone number, and email address of contact for questions:
    Shawn McCoy, 513-381-0055, smccoy@jackrouse.com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? Yes x No
    If yes, please attach Port Authority certification as a part of this profile.
    If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

Jack Rouse Associates

April 23, 2012

To Whom It May Concern:

Please consider this document as Jack Rouse Associates' official statement of awareness of, and agreement to, participating in the Hart Lyman Companies LLC/Aramark consortium's RFP response for the Observation Deck Experience at One World Trade Center in New York, New York.

Should you have any questions regarding our firm's participation in this consortium, please contact me anytime at smccoy@jackrouse.com, or 513-381-0055.

Thank you for your consideration.

Kind regards,

Shawn McCoy
Vice President,
Marketing & Business Development

Experiential Design + Realization
600 Vine Street, Suite 1700, Cincinnati, Ohio USA 45202 | ph 513 381-0055 | fx 513 381-2691 JackRouse.com

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   SCHMITT, HIGASHI & MERRIMAN (DBA MANAGEMENT RESOURCES)
2. Business Address (to receive mail for this RFP):
   210 WEST MAIN STREET, SUITE 201
   TUSTIN, CA 92780
3. Business Telephone Number:
   714. 832. 1201
4. Business Fax Number:
   714. 832. 2166
5. Firm website:
   WWW. MGMTRES. COM
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established: 05/01/1980
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   N/A

9. Officer or Principal of Firm and Title:
   JAMES H. HIGASHI, PRINCIPAL
10. Name, telephone number, and email address of contact for questions:
    JIM HIGASHI, 714. 832. 1201
    jhigashi@mgmtres. com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

MANAGEMENT RESOURCES
Consultants to the World of Leisure Time

April 26, 2012

Management Resources acknowledges an awareness of, and agreement to, participating in the Hart Lyman Companies LLC/Aramark RFP response for the Observation Deck Experience at One World Trade Center.

Best Regards,

Jim Higashi
Principal
Management Resources

210 West Main Street, Suite 201 • Tustin, California 92780 U.S.A.
Voice +1 714.832.1201 • FAX +1 714.832.2166 • www.mgmtres.com

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Terrapin Bright Green LLC
2. Business Address (to receive mail for this RFP):
   641 Avenue of the Americas, New York, NY 10011
3. Business Telephone Number:
   646-460-8400
4. Business Fax Number:
   212-477-4521
5. Firm website:
   www.terrapinbrightgreen.com
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established:
   06/22/2006
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   N/A
9. Officer or Principal of Firm and Title:
   William Browning, Partner
10. Name, telephone number, and email address of contact for questions:
    William Browning, 646-460-8400, bill@terrapinbg.com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? ☐ Yes **x No**

    If yes, please attach Port Authority certification as a part of this profile.

    If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

TERRAPIN
BRIGHT GREEN

13 April 2012

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

Terrapin Bright Green acknowledges an awareness of, and agreement to, our participation and role on the Proposer's team for the build-out of levels 100-102 of One World Trade Center.

Sincerely,

William D. Browning, Partner
Terrapin Bright Green, LLC

13 April 2012
Date

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   John A. Van Deusen and Associates, Inc. dba: VDA; Van Deusen and Associates
2. Business Address (to receive mail for this RFP):
   5 Regent Street, Suite 524, Livingston, NJ 07039
3. Business Telephone Number:
   973-994-9220
4. Business Fax Number:
   973-994-2539
5. Firm website:
   www.vdassoc.com
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established:
   12/31/1980
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   N/A
9. Officer or Principal of Firm and Title:
   Hakan Tanyeri, Executive Vice President; John A. Van Deusen, Director of Major Projects
10. Name, telephone number, and email address of contact for questions:
    973-994-9220; marketing@vdassoc.com; htanyeri@vdassoc.com; jvandeusen@vdassoc.com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman- owned or Small Business Enterprise (M/W/SBE)? ☐ Yes **X** No
    If yes, please attach Port Authority certification as a part of this profile.
    If your firm is an M/WBE not currently certified by the Port Authority, see the Port

Vertical Transportation Systems Consultants
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April 13, 2012

Re: Development of Floors 100-102 and Associated Support Facilities atop One World Trade Center, New York, NY

John A. Van Deusen & Associates, Inc. (d/b/a VDA) is pleased to serve as the vertical transportation consultant on the project team proposing to provide necessary design and engineering services required by the Scope of Work outlined in the RFP for the referenced project.

We appreciate the opportunity to propose our services on iconic project.

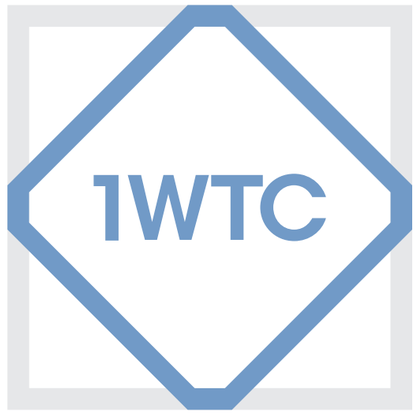
John A. Van Deusen
Director of Major Projects, Founder

JVD/lc

10 LEGAL PROCEEDINGS

10 LEGAL PROCEEDINGS

“There are no legal proceedings, administrative proceedings or arbitration pending against the Proposer and/or each of its joint venture Member entities.”



OBSERVATION DECK

ARAMARK / Hart Lyman Entertainment, LLC

Cook+Fox Architects | Top of the World NY, LLC | Jack Rouse Associates | dbox

One WTC Observation Deck Development and Management RFP

1WTC

OBSERVATION DECK

The Design Book

ARAMARK / Hart Lyman Entertainment, LLC
Cook+Fox Architects | Top of the World NY, LLC | Jack Rouse Associates | dbox

One WTC Observation Deck Development and Management RFP

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CONTEXT

UNITY

A collective stand against adversity.

REMEMBRANCE

A time to remember
and to give respect.

REFLECTION

A place for reflection and quiet contemplation.

TRIUMPH

A physical manifestation of mankind's imperishable spirit.

PERSPECTIVE

A liberated perspective, a new hope.

INSPIRATION

NATURAL

…daylight, filtered, fresh, outside air, unparalleled views, and an intrinsic bond to the outdoors and world beyond.

The inspiration behind the design draws on natural analogs and concepts of biophilia, and on people's innate need for connections to the natural environment, creating a destination that emphasizes daylight, filtered, fresh, outside air, unparalleled views, and an intrinsic bond to the outdoors and world beyond.

Biophilic forms derived from fractal geometry, Voronoi patterning, and constructural theory will be used to define finishes and contoured shapes that evoke organic patterns and forms. In addition, mosses and ferns (bryophytes) native to the region will introduce nature into the space, helping engage guests with the living world around them.

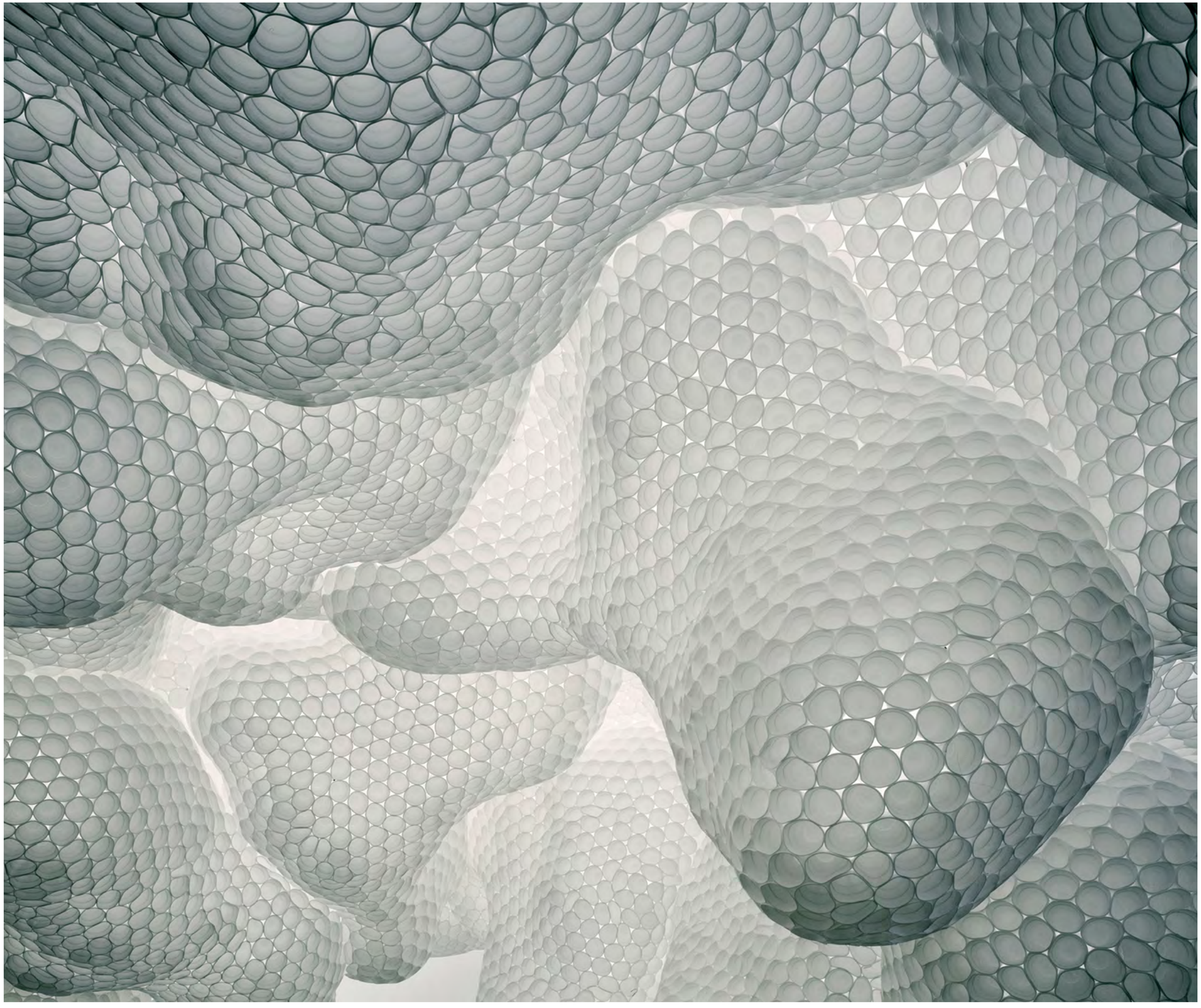
By creating dynamic spaces that expand and contract as visitors progress, we will foster curiosity that will entice guests and draw them through the space. These forms also create areas of "prospect and refuge," sheltering areas offering clear vistas and opportunities to step away from the view and engage with other exhibits and informational experiences.

EPHEMERAL

…a space that speaks of airy lightness and natural forms, an experience inspired by nature.

The Observation Deck will be a space that speaks of airy lightness and natural forms. The primary architectural expression will capture the ephemeral quality of cloud formations and define an experience inspired by nature.

The lighting scheme will respond to fog and shifting cloud forms, daylight, and diurnal patterns of the city view. Paired with biophilic forms, environmentally responsive lighting patterns at the observation floors will create spaces that reflect and capture the dramatic and ever-changing qualities of the environment at this height.



CULTURAL

The beauty of nature can become the artistic focal point for an immersive art experience.

The Observation Deck should highlight the infinite vista and create a visceral experience of standing among the clouds, a sensation evoked by American artist Doug Wheeler: “I wanted to effect a dematerialization so that I could deal with the dynamics of the particular space. It was a real space—not illusory—it was a cloud of light in constant flux…the constant awareness of the landscape and the clouds.”

The beauty of nature can become the artistic focal point for an immersive art experience. Like the work of artist Paula Hayes, plants, soil, and beautifully crafted organic forms will introduce nature, helping engage guests with the living world around them.

Repetition and patterns will recall elements and forms found in nature. As in the installation work of Tara Donovan, unexpected and even organic qualities can be found in the most common and mundane objects around us. Morphing, cloud-like forms will help define the space and focus the view of the guest.

OUTLOOK

The unmatched perspective among the clouds will change people's perception of their environment.

At 1,270 feet in the air, the guest experience is unique. This platform in the clouds offers a dramatic perspective and a broad view of the environment: the graceful curve of the horizon, the glorious brilliance of the setting sun, the weaving stream of cars and pedestrians below.

An Observation Deck at this height presents a vista that is "always and never the same." The iconic profile of the skyline remains ever in view, a seemingly immutable sight beneath constantly shifting weather patterns. But below the horizon, guests will see a living, delicate environment. From this vantage, perceptions change and we realize that the things we share in this world are far greater—and far more valuable—than those that divide us.

Guests will be drawn to such a place seeking a change of outlook, rest and respite, and the chance to see beyond the cityscape to the horizon. The unmatched perspective among the clouds will change people's perception of their environment, shift their sense of scale and make tangible the concept of seeing New York as it has never been seen. The closest natural analogy, is that of standing on a mountaintop. While the vantage point is firmly rooted in the earth and the city below, the view is clearly in the sky.

MANNAHATTA

…history is not an accumulation of events, but an ever-evolving relationship between history, nature, and our urban setting.

On September 12, 1609, Henry Hudson and his small crew of Dutch and English sailors were searching for a passage to the Orient. Instead, they found an island with abundant natural wealth. Over time, that island has been transformed from a landscape of rolling hills, wetlands, and old growth forests to a densely filled metropolis of steel, glass, and people.

Situated west of the 1609 shoreline viewed by Hudson's crew, One World Trade Center will be uniquely positioned to tell the environmental and urban story of growth and change. Drawing inspiration from Eric Sanderson's groundbreaking work *Mannahatta*, which explores the natural history of New York City from pre-colonial woodland to our present day metropolis, the Observation Deck establishes a viewpoint that history is not an accumulation of events, but an ever-evolving relationship between history, nature, and our urban setting.

Standing at a location that has been continually molded by dramatic natural and man-made forces, the Observation Deck reinforces the idea that both urban and natural environments must nurture diversity, interdependence, and compatibility. From this vantage point, guests will be able to experience Manhattan as a place that has been continuously reshaped by visions of the future.

This process of change—essential to understanding the character of New York City and the long term sustainability of our natural and built environment—requires a future vision that embraces the best people and nature have to offer, in ways that are compatible, integrated, and beautiful.

EXPERIENCE

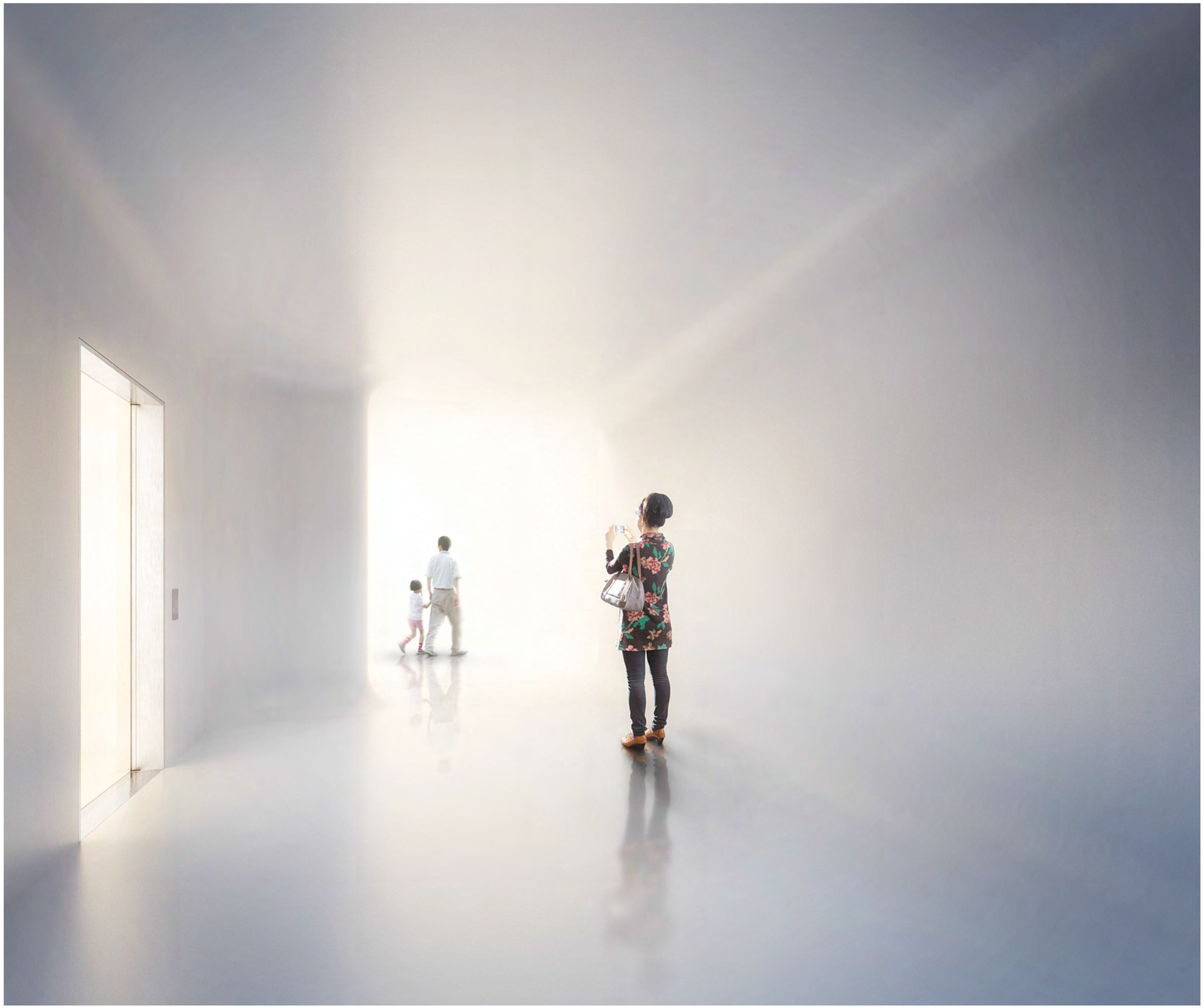
MOUNTAINTOP

…uniting the approach, entry, and ascent through the building with the visitor's emergence into the clouds.

The Observation Deck at One World Trade Center creates a complete experience, uniting the approach, entry, and ascent through the building with the visitor's emergence into the clouds. Beginning with a strong connection to Lower Manhattan, the visitor's experience spans a series of spaces that merge indoor and outdoor environments.

The entry sequence passes through the solid base of the tower, incorporating natural stone and warm, organic materials, into the reception space of the Lower Lobby Level. Continuing into the elevator cabs, guests will notice that the interior walls and ceiling surfaces emit lighting that matches the environment on the Lobby Level.

As the elevator climbs toward the 102nd floor, the lighting slowly changes to match the natural light that people will encounter once they disembark and begin their tour. This calming environmental effect, varying hour to hour, day to day, season to season, provides a gradual transition as guests are transported from below street level to more than 1,200 feet in the sky.



ANTICIPATION

…their journey begins in a beautiful, formless space reminiscent of clouds.

As guests exit the elevator at the 102nd floor, their journey begins in a beautiful, formless space reminiscent of clouds. A simple quotation projected on the wall will poetically reinforce that they are now “walking among the clouds.”

REVELATION

The primary architectural form captures the ephemeral quality of cloud formations.

The Observation Levels reinforce a biophilic connection to our environment. From this height, the city itself becomes the attraction, while the space and exhibition elements evoke the natural world and our response to the constantly evolving surroundings. Building on natural analogs such as mountaintop vistas and intimate areas of “prospect and refuge,” the interior of the space will reflect the remarkable altitude as well as the vision of a place profoundly connected to the natural environment around it.

The primary architectural form captures the ephemeral quality of cloud formations. The patterns found in the space are based on Voronoi tessellation, a mathematically rigorous pattern often found in nature. Rolling and undulating, the form accommodates areas of rest, exhibition, interactive displays, and environmentally responsive lighting that provides guests with the feeling that there is nothing but sky above them.

CONNECTION

Guests will be drawn through the triple-height space in which the circulation path alludes to walking among the clouds.

Visitors at the Observation Level will sense the elements of the upper atmosphere. At this altitude, one becomes acutely aware of and immersed in the changing weather patterns, dramatic light, and iconic skyline.

The western corner of the Observation Level offers a sweeping, sculptural path whose graceful form connects the 102nd, 101st, and 100th floors. Guests will be drawn through an expansive space in which the circulation path and breathtaking view alludes to walking among the clouds. As guests circle down along the ramp, they will be captivated not only by the dramatic scale and character of the path, but also the spectacular panorama of a vista that gradually shifts and changes as they move.

Native plantings, biomorphic structures, and biophilic patterns will reflect the concept of viewing the world from a mountaintop; of being in the clouds entranced by the view, but with your feet firmly planted on our earthbound world of rock, plants and solid forms. Floating circulation paths and ceilings adapting to changing light outside allude to the concept of standing in the sky.

INTERACTION

ELEVATE

As guests ascend, light and sky will start to burst through this virtual cloud bank as the cab travels aloft.

The vertical surfaces and ceiling in the elevator cab will be covered with LEDs. When the doors close, a soothing animation of grey clouds will begin. As guests ascend, light and sky will start to burst through this virtual cloud bank as the cab travels aloft. Sunlight, oriented to the current position of the sun (in real time), will periodically burst through shining bright rays across the elevator. The lighting display also will track the voyage to the sky by noting each 100 feet gained above street level.

This immersive “mini theater” launches the visit with an extraordinary “you won’t believe what we saw” experience…even before guests have arrived to the Observation Deck. The visual effects will be enhanced and accompanied by an audio program that begins with a low, subtle track, that builds octave by octave to create a rich, layered, Dolby experience that parallels and feeds the guests’ growing excitement and anticipation.

VIEW

Digital telescopes will be integrated into the columns on the corners of each space in groups of three.

Digital telescopes will be integrated into the columns on the corners of each space in groups of three, taking advantage of the wide column surfaces to provide guests with a wealth of information while keeping the windows and view uncluttered.

The devices themselves, mounted on tracks, will use motion sensors to detect approaching guests, ascending or descending to the appropriate height as a way of inviting people to peer inside. Guests will swipe their tickets to buy a look. The 3-D telescopes will offer an unlimited amount of live viewing, as well as options for past and present scenes that show each panorama as it was or as it might be. They can also reveal the view during different seasons and under different conditions, so that daytime guests can see the sparkling view at night, or winter guests can enjoy a sunny summer day. Users will navigate using a touchpad mounted to the column, with their “virtual finger” moving across the screen, as if guiding an iPad.

MOBILE

An iPhone/iPad app will use augmented reality technology to overlay information about the Observation Deck.

With so much to look at, think about, and do, wouldn't it be wonderful if each guest could have a personal guide to help them navigate the exhibits, explore all the ideas, and figure out what they're seeing from the Observation Deck?

Actually…they can.

A specially designed iPhone/iPad app will use augmented reality (AR) technology to overlay information about the Observation Deck views in real time. Strategically placed (subtle) dots or logos on windows can calibrate the AR technology, triggering the images and information from the past or future, providing text and historical information, and a wealth of other data. For instance, screens might frame a panoramic view of the city which will project a futuristic and sustainable view of the Manhattan skyline. Solid volumes with wire frame structures will combine demographics, boroughs, neighborhood borders, and other details.

For the great many visitors arriving without an iPhone/iPad, the Observation Deck will rent smart devices capable of displaying the augmented reality experience—both an exciting amenity and revenue generator.

ANIMATE

Observation Deck windows will generally follow the dictum: less is more. Our prime goal is to enhance, not interrupt, the view.

Observation Deck windows will generally follow the dictum: less is more. Our prime goal is to enhance, not interrupt, the view.

Yet with the tremendous expanse of glass available, there will be some opportunities for engaging effects. For example, lenticular applications to the glass can animate the view so that an image of the city as it appears today magically transforms into a glimpse of New York's wooded past, or crossfades to include futuristic wind turbines on the horizon. Other emerging technologies being explored will allow a display to combine a transparent "real" view with a crossfade time lapse of the past 400 years…and the next 400.

MANNAHATTA

The experience will unfold in a cavern-like, curvilinear space.

Based on Eric Sanderson's groundbreaking and acclaimed *Mannahatta Project* with the Wildlife Conservation Society, this exhibit will transport visitors back in time to see how the landscape around One World Trade Center has evolved from a lush natural environment to the urban setting of today.

The experience will unfold in a cavern-like, curvilinear space. An advanced video projection system will transform the ceiling, floor, and walls into an immersive, animated environment. Integrated with surrounding audio, this extraordinary presentation will envelop guests in the story, following them as they are transported from the concrete and skyscrapers of today to navigate the verdant woods, streams, and hills of Manhattan four centuries ago. This ambient experience will reinforce and explore the concept that we live in a system of systems, a habitat in which biodiversity, resource use, and the flow of water and energy are intimately interconnected.

1 WORLD TRADE

Guests will come upon a large-scale sectional model of the building that reveals its inner structure.

This display area focuses specifically on the building in which guests are standing. It offers an in-depth look at the new One World Trade Center.

Guests will come upon a large-scale sectional model of the building that reveals its inner structure, reaching down past the bedrock on which it sits. A small camera on a vertical track will travel up and down the building, projecting a photorealistic 3-D animation on the back wall that matches the camera's position on the structure, thus giving the illusion of a real-time view inside this magnificent, detailed model.

The model tour will explore the complex infrastructure and workings of the skyscraper (including water systems, electrical systems, underground train lines, etc.). Guests will also get a glimpse of everyday moments in the life of One World Trade Center, seeing inside restaurants, offices, hallways—and the Observation Deck.

SHARE

The Virtual Guestbook offers a unique opportunity for people to share their Observation Deck experience globally.

Half the fun of visiting someplace is telling friends and family about it. The Virtual Guestbook offers an enjoyable opportunity for people to share their Observation Deck experience globally, in real time.

Its interactive screen will attract guests, prompting them to enter basic (optional) information. Guests will be invited to smile for a snapshot, provide a virtual signature, and answer simple, open-ended questions or sing a note. Entries will be immediately compiled into a real-time graphic display shown throughout the exhibition, with the varied faces young and old highlighting the diverse audience of this global landmark.

These graphic displays will include maps charting the number of people from each country or continent, a mosaic of guests' faces, and infographic statements drawn from the Guestbook's database.

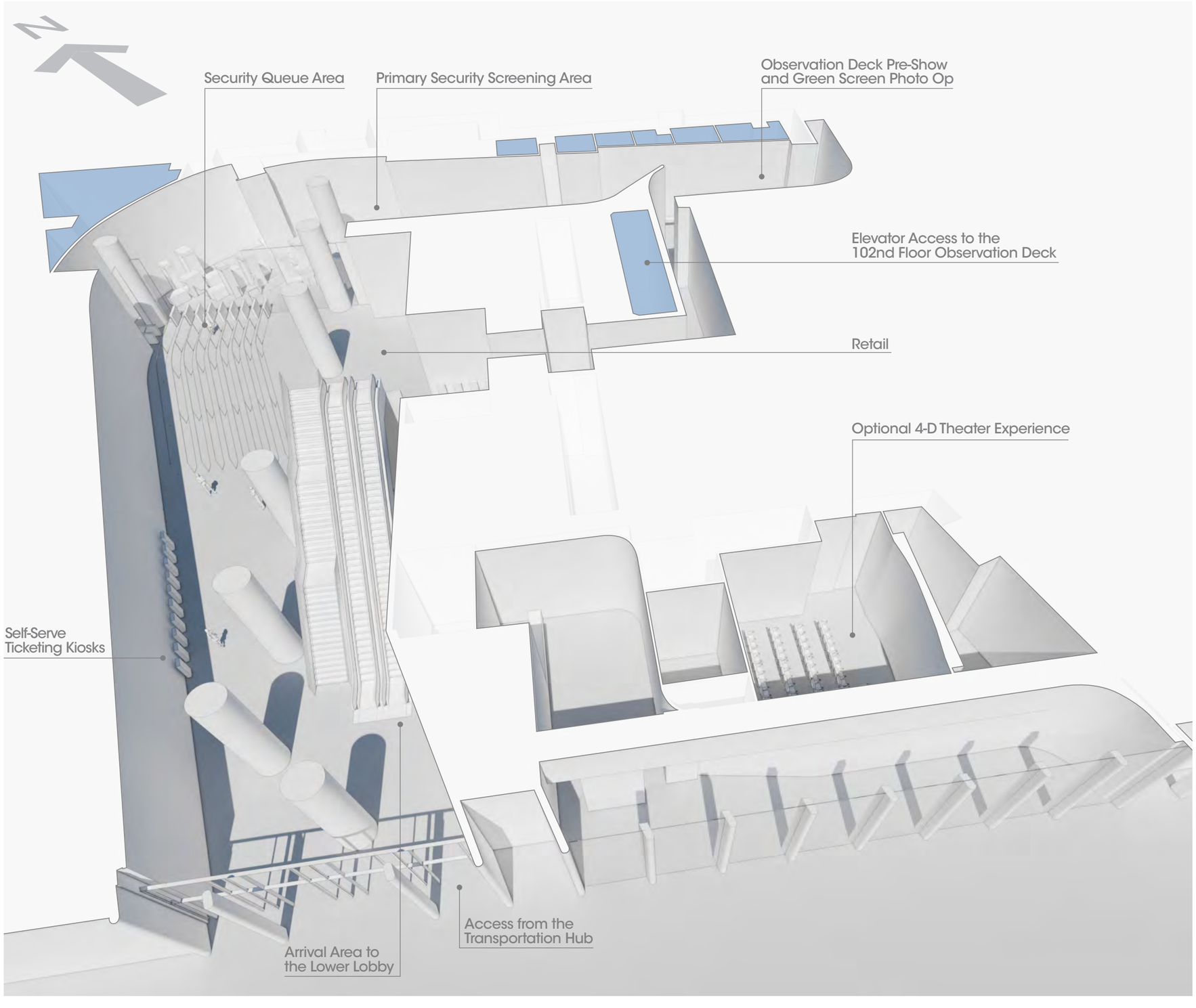
EXPLORE

The final, parting panorama from the Observation Deck looks north across Manhattan toward Central Park.

The final, parting panorama from the Observation Deck looks north across Manhattan toward Central Park. It is a stunning vista. The Virtual Observation Deck activity leaves the grand view untouched, but it supplements the scene out the window with an opportunity to see much more. The Virtual Observation Deck might start by showing the same view visible to guests at the nearby window. However, it also will cycle through other perspectives of that panorama, showing it at different times and seasons.

The experience really takes off when the display, linked to other observation decks around the world, suddenly transports visitors to the tallest building in Hong Kong and then whisks them to London, Chicago, or Dubai. Within the on-screen image they will see reflections of people at the other site, who will be looking at a similar screen. Each guest will be enjoying the other's view, able to wave and smile to each other as they share a simultaneous global experience.

NAVIGATION



LOWER LOBBY

Special emphasis will be placed on the people who made the building a reality.

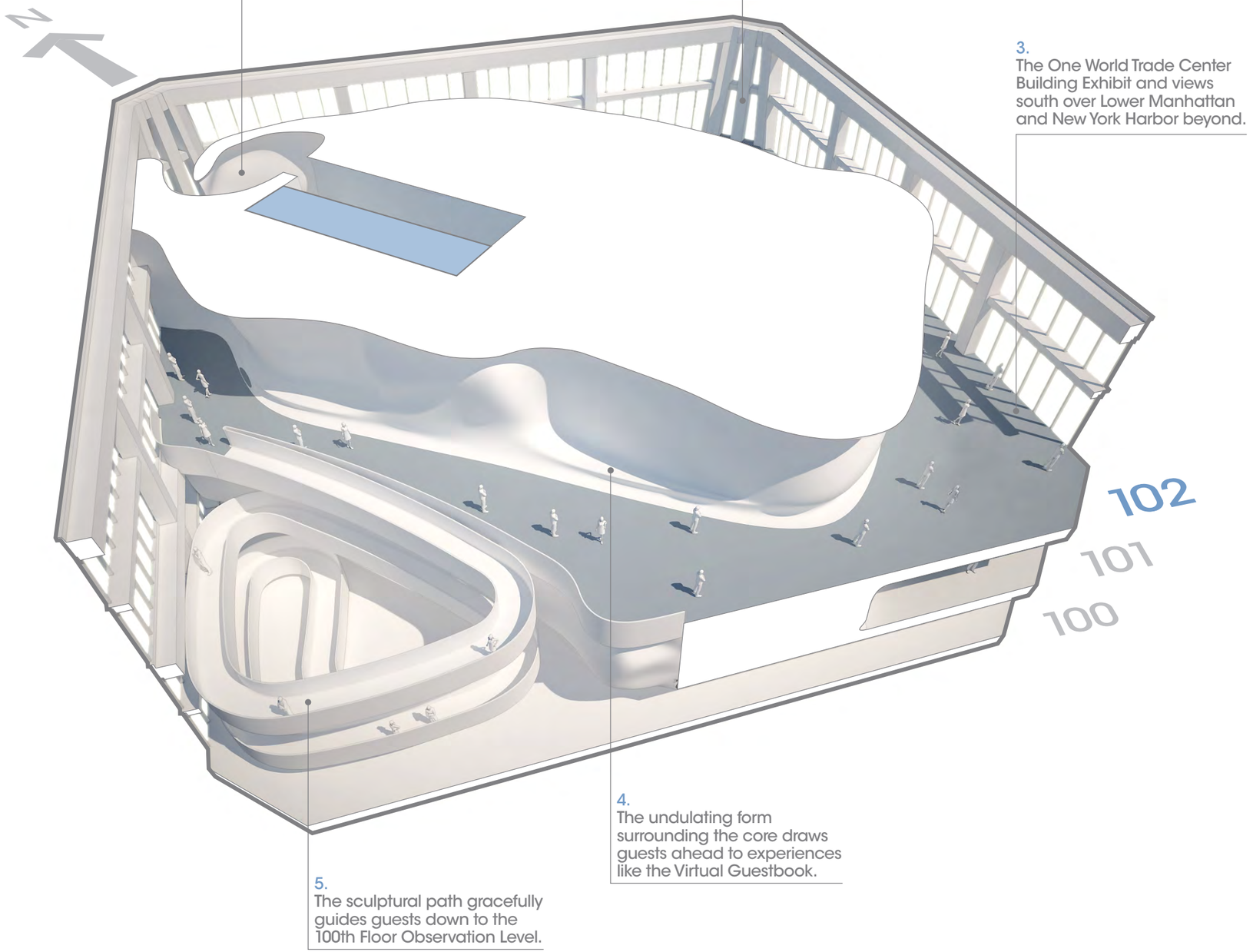
The guest experience begins in the lobby, which will contain a ticketing area, retail, pre-show, and security. Subtle theming and graphics throughout the lobby and vestibules will begin to immerse guests in our greater story. In addition, we envision an elegant sculpture that will be suspended over the attraction's ticketing and retail areas.

Guests of the Observation Deck will move swiftly and efficiently through the security process. In addition to seven primary security lines, two separate express lanes and a dedicated express path will be available for VIPs and for patrons paying an additional fee.

After clearing security, guests will enter the queue for the Observation Deck elevators. The passageway will serve as a simple pre-show, telling the story of the building's planning, design, and construction through a series of photographs, graphics, and short videos. The show will place special emphasis on the people who made the building a reality; from city leaders and architects, to the hundreds of construction workers who built the tower.

The pre-show will also provide guests with the opportunity to take home a one-of-a-kind memento of their visit to One World Trade Center. Before embarking on the elevator ride to the Observation Deck, guests will be asked to pose in front of a green background. Using existing green-screen technology, we will create a virtual snapshot of them in front of the Deck's most magnificent views. These photos will be digitally displayed at a small retail kiosk on the 100th floor, where guests may purchase them as they exit through the main retail store on the Lobby Level.

FLOOR 102



The 102nd floor of the Observation Deck is designed to highlight the beauty of the amazing view.

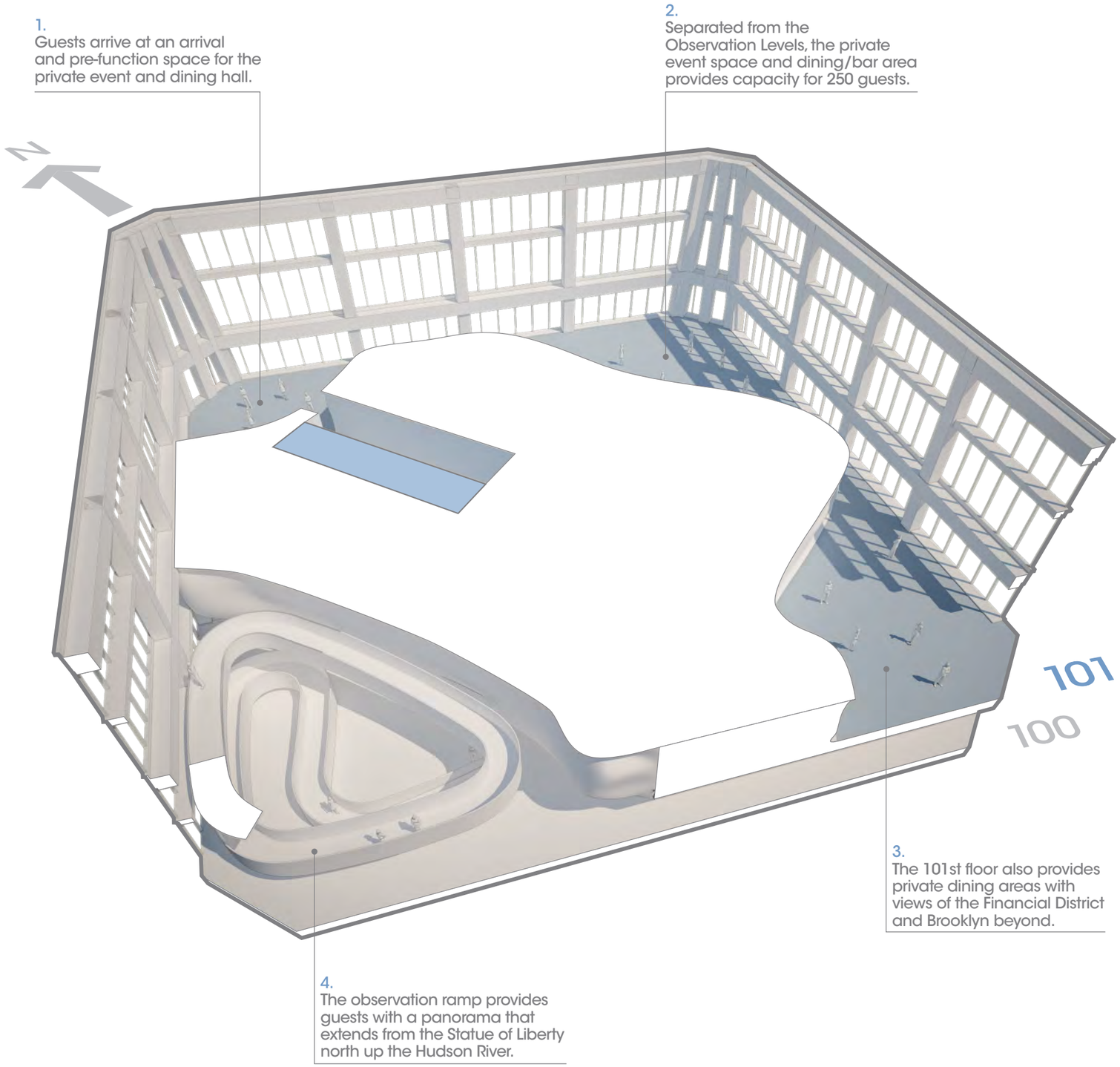
As the elevator climbs toward the 102nd floor, the illumination slowly changes to match the natural light that guests will see after they disembark. This effect is achieved via a light detector on the exterior of the building that transmits its readings wirelessly to the elevators' lighting panels. This same effect is integrated into the ceiling of the 102nd floor, giving guests the feeling that there is nothing but sky above them.

The 102nd floor of the Observation Deck is designed to highlight the beauty of the extraordinary view. The city stretching out before visitors will be the focal point of the experience. As guests approach the glazing, the lighting and detailing will enable the building and architecture to seemingly fade away, enhancing the sensation of walking among the clouds.

The undulating form surrounding the core will guide guests in a clockwise direction through the space. The biophilic forms and patterns act together to entice the visitor. With a structural armature based upon naturally occurring patterns, the contracting and expanding shapes of the space draws guests ahead to experiences that will inform and entertain.

Along with digital telescopes that offer an augmented, information-rich view of the buildings and landmarks beyond, there are interactive exhibits that explore themes such as "Mannahatta" and "One World Trade Center." These exhibits highlight the high-performance, sustainable design principles underlying the building, while also investigating the site and overall region from a natural and geographic standpoint.

Occupying the western corner of the 102nd floor, the circulation changes and the guests encounter a floating, sculptural path. The graceful form bends and meanders, drawing guests down to the 101st and 100th floors below.



FLOOR 101

…the floor will serve as a venue for receptions and private gatherings.

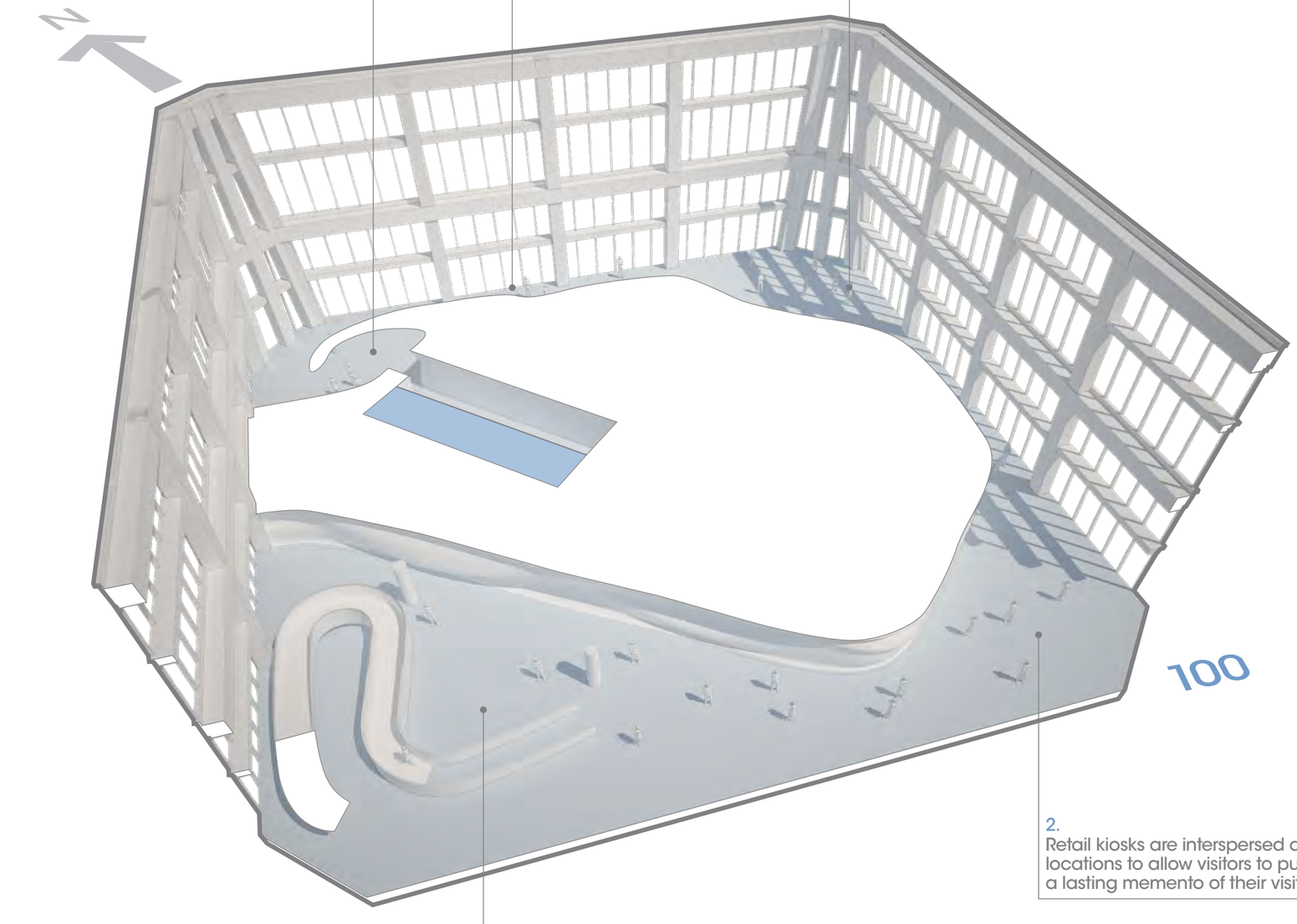
The 101st floor, designed to host memorable events, draws inspiration from legendary retreats such as the Cloud Club and the Rainbow Room.

Most of the floor will serve as a venue for receptions and private gatherings. The event and dining functions will be developed and managed in collaboration with a celebrity chef. Todd English, Dan Barber, and Drew Nieporent are all in consideration for this position. The east side of the floor remains open, maintaining views across the Financial District and Brooklyn, and sweeping north towards the Empire State Building, The Chrysler Building, and Queens beyond. Areas to the west of the core are dedicated to full service food and beverage preparation as well as storage.

The primary circulation ramp is the focal point of the west side of the 101st floor. Even as 250 guests are enjoying a fashion event or wedding reception in the event space, 1,200 to 1,400 Observation Deck guests can simultaneously—and separately—view a panorama that extends from the Statue of Liberty north up the Hudson River.

Floating between the 102nd and 100th floor, the ramp will include innovative PaveGen tiles that generate electricity through the pressure applied as guests walk on them. A compact accompanying graphic will explain how the energy generated by the tiles is being used to power specific exhibits.

FLOOR 100



5.
Prior to leaving the 100th floor, the Virtual Observation Deck ensures that guests have a memorable experience, highlighting the range of views available from 1WTC, and other observation points around the world.

4.
An animated exit wall reacts to visitors' movements as they pass, mimicking their pace with organic forms and unfolding cityscapes.

3.
Retail kiosks and the observation area provide expansive views east.

2.
Retail kiosks are interspersed at key locations to allow visitors to purchase a lasting memento of their visit.

1.
As guests reach the Lower Observation Level and begin to move south from the ramp, they encounter native mosses, ferns and flowering plants.

…native mosses, ferns, and flowering plants will provide a dynamic backdrop to the guest experience.

Walking down the ramp leads guests into exhibits that highlight the fundamentals of sustainability for New York and New Jersey. Plantings and art installations will emphasize how our urban environment is not a closed system, but rather is dependent on the flow of ideas, energy, and resources from surrounding environments.

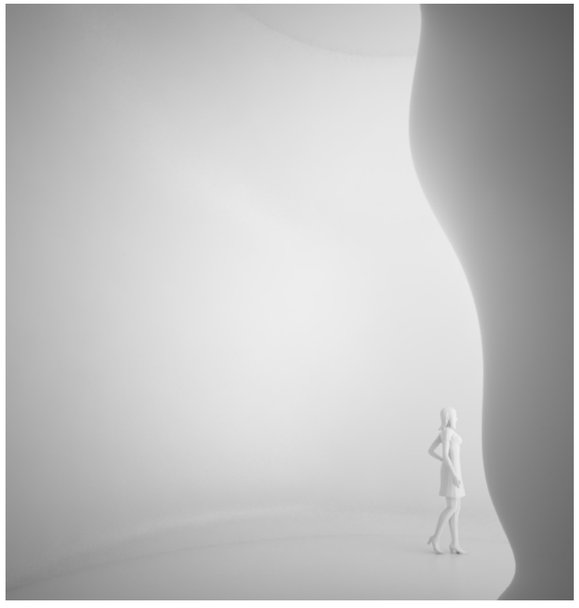
As guests approach the 100th floor, they will encounter a large space dedicated to a "living wall" art piece and an exhibition investigating the parks and green spaces of New York City. The artwork, composed of native mosses, ferns, and flowering plants will provide a dynamic backdrop to the guest experience and serve as a symbolic reminder of the building's sustainability goals.

Continuing counter clockwise around the core, guests will approach unobtrusive retail kiosks and stands which are integrated into the floor's visitor experience and activities. Guests will be able to send digital postcards as well as purchase photos, books and other items that will help them preserve this unique experience.

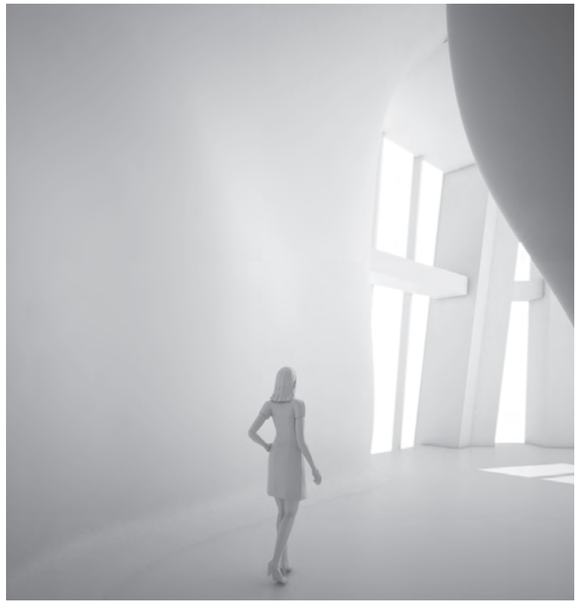
As guests make their way towards the final northern view of Manhattan's skyline, a long wall features a digital projection of beautiful organic forms. These abstract forms, evoking the city and nature, will be animated and mirror the guests' movement as they pass. This ever changing and evolving art piece reflects the message that our presence has an impact on our surroundings and that we are deeply connected to the natural environment around us.

SEQUENCE

ENTRANCE



VIEW 1



VIEW 2

VIEW 3

VIEW 1

As guests exit the elevator on the 102nd floor, they begin their journey in a beautiful, formless space reminiscent of clouds.

VIEW 2

The view itself will not be immediately visible. A glimpse of light will draw visitors forward.

VIEW 3

Turning the corner, guests will suddenly encounter the view. The unmatched, new perspective will change people's perception.

VIEW

VIEW 4

VIEW 5

VIEW 6

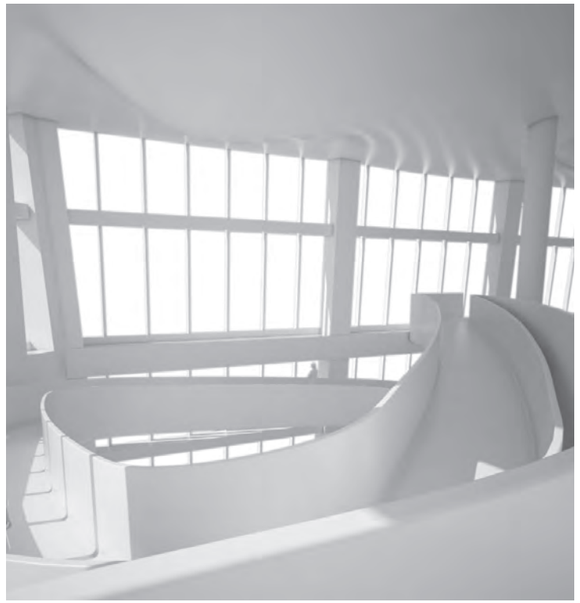
VIEW 4
As guests view the panorama, the forms that frame their path create the feeling of walking among the clouds.

VIEW 5
Variations in the shifting, winding space hint at something more to experience around the corner.

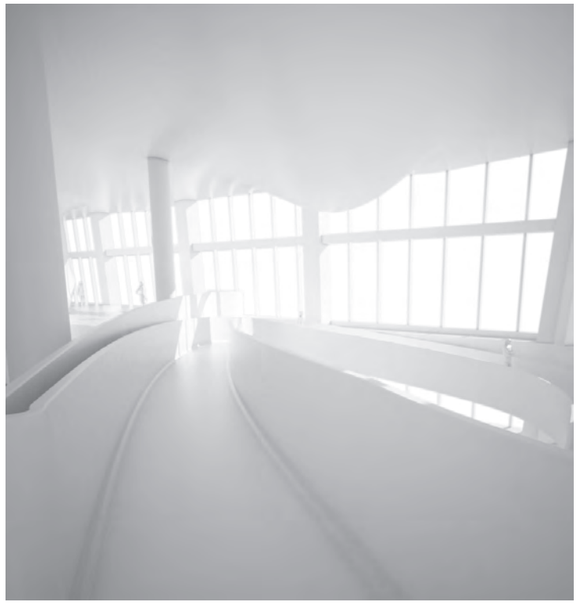
VIEW 6
The widening and narrowing pathway responds to the shape of the building, drawing guests forward through the exhibition.

PROGRAM

VIEW 7



VIEW 8



VIEW 9

VIEW 7

After guests pass exhibition areas such as “Mannahatta”, they are led to a new element that reinforces the concept of walking among the clouds.

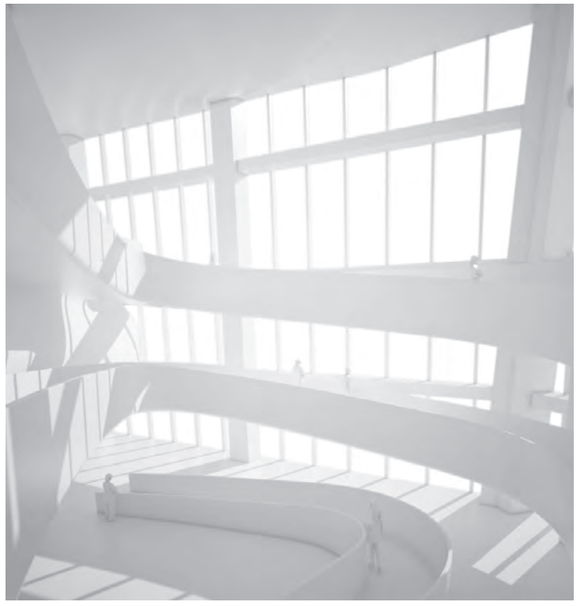
VIEW 8

Further opening the space, the graceful path is both a sculptural form and physical connection to the Lower Level of the Observation Deck.

VIEW 9

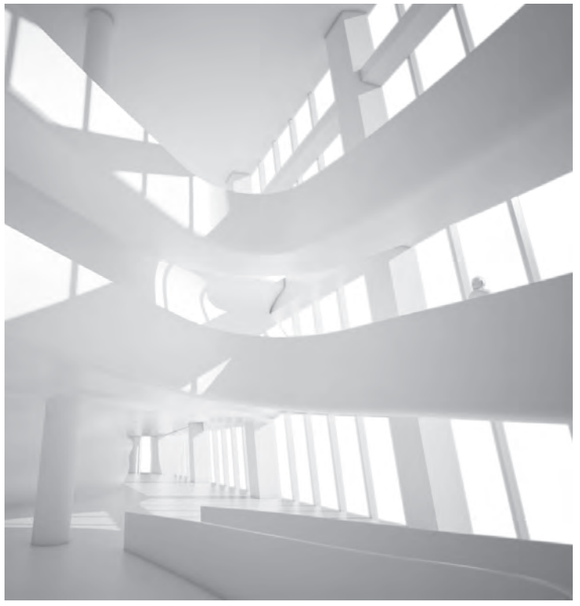
In addition to its visual power, the ramp plays a central role in guiding guests along a descending path, connecting them to the Lower Observation Level.

JOURNEY



VIEW 10

VIEW 11



VIEW 12

VIEW 10

The descending ramp and expansive space provide a bold new perspective and highlight the already grand scale of the view.

VIEW 11

As visitors are drawn through a sweeping, sculptural path, the perspective gradually shifts and changes from the Statue of Liberty to views west and north across the Hudson and to New Jersey and beyond.

VIEW 12

Once on the Lower Observation Level guests gain a different vantage point as they retrace their passage counterclockwise along the perimeter.

CIRCULATION

GROUND FLOOR

1 Ground Floor Lobby Entry

2 Ticketing Kiosk

3 Escalator and Stair Access to Lower Lobby

4 Sculptural Lighting/Art Piece Suspended over Area Open to Lower Lobby

0' 25' 50' 100'

LOWER LOBBY

0' 25' 50' 100'

FLOOR 102

1 Elevator Lobby
2 Arrival
3 Digital Telescopes
4 Digital Displays
5 Mannahatta Exhibit Area
6 One World Trade Center Building Exhibit
7 Virtual Guestbook
8 “Neighborhoods of NYC” Exhibit
9 Circulation Ramp to Lower Observation Level
10 Graphics and Video on Spandrel Beam

NOTES

Remove slab/structure and reinforce existing columns to create circulation ramp.

0' 25' 50' 100'

FLOOR 101

1 Elevator Lobby
2 Entry/Pre-Function
3 Event/Bar/Restaurant
4 Private Dining Area
5 Prep Area
6 Production/Plating
7 Warewashing
8 Beverage Service
9 Cooler
10 Freezer
11 Office
12 Circulation Ramp

NOTES

Remove slab/structure and reinforce existing columns to create circulation ramp.

Fill in north, east, and south slab areas.

Remove escalator assembly and fill in slab opening.

0' 25' 50' 100'

FLOOR 100

1 PaveGen Tiles Built into Ramp
2 Parks of New York Exhibit
3 Sustainable New York Exhibit
4 Living Wall with Embedded Video
5 Digital Telescopes
6 Digital Displays
7 Retail Kiosks
8 Infinity Deck
9 Interactive Art Wall Installation
10 Virtual “Shared” Observation Deck
11 Elevator Lobby
12 Storage/BOH
13 Retail/BOH

NOTES

Remove escalator assembly and fill in pit.

0' 25' 50' 100'

1WTC

OBSERVATION DECK

CREDITS

CONTEXT RENDERINGS 4-7
dbox

ANTELOPE CAVE IMAGE 10
Image courtesy of discoverthetrip.com

SKY IMAGE 11
dbox

ARTISTIC CLOUD IMAGE 12
© Tara Donovan. PaceWildenstein, New York

NEW YORK SKYLINE IMAGE 13
dbox

MANNAHATTA IMAGE 14
Image courtesy of Dr. Eric W. Sanderson

MOUNTAINTOP IMAGE 16
Image courtesy of Allison Bell, Warwick University

OVERALL RENDERINGS 8, 17-19, 45
dbox/Cook+Fox Architects

EXHIBITION/EXPERIENCE RENDERINGS 21-28
dbox

THE EYE
OF THE WORLD

ONE WTC OBSERVATION DECK
DEVELOPMENT AND MANAGEMENT RFP

EMPIRE STATE BUILDING COMPANY L.L.C.

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APPENDIX **56**

Thank you for the opportunity to submit our response to develop, operate and manage the One World Trade Center Observation Deck.

In these pages we have laid our vision for creating an extraordinary experience for international, domestic, and local visitors – a "must-see" attraction worthy of its location in the iconic One World Trade Center in New York City.

This response is by the Empire State Building Company L.L.C. (ESBC), on behalf of a subsidiary it will form for the contractual engagement. Malkin Holdings supervises the day-to-day operations of ESBC and its subsidiaries.

Malkin Holdings and ESBC have directed and will direct all aspects of project competition and execution, and make this proposal as a single entity.

Our in-house team includes:

MALKIN HOLDINGS

Anthony E. Malkin
President
Malkin Holdings

Thomas P. Durels
Executive Vice President
Malkin Holdings
(operations, capital expenditures)

John E. Hogg
Senior Vice President
Malkin Holdings
(financial analysis)

David A. Karp
Executive Vice President
Malkin Holdings
and CFO (reporting)

Thomas N. Keltner
General Counsel
Malkin Holdings

EMPIRE STATE BUILDING COMPANY L.L.C.

Joseph Bellina
General Manager
ESBC

Jean-Yves Ghazi
Director of the Observatory
ESBC
(operations, capital expenditures)

Melanie Maasch
Director of Brand Development
and Public Relations
ESBC

Donald O'Donnell
Director of Security
ESBC

Alex Chin
Director of Finance
ESBC

Our third party team members include:

AKF
Engineering

ANDREWS INTERNATIONAL
Security Services

BEYER BLINDER BELLE ARCHITECTS
Architects & Planners

EDELMAN
Global Public Relations

HMS HOST
Retail

HORNALL ANDERSON
Experience & Concept Design

JCJ ARCHITECTURE
Architectural Design

JONES LANG LASALLE
Project Management

KIRAN CONSULTING GROUP
Throughput Capacity Analysis

RDA INTERNATIONAL
Advertising Agency

RIZZO GROUP
Code Compliance

SKANSKA
Construction & Development

Our entire internal team and project team members welcome the opportunity to discuss our proposal with you. Thank you again for the opportunity to compete.

Onward and upward.

Anthony E. Malkin
Malkin Holdings
A/A/F
Empire State Building Company L.L.C.

ATTACHMENT A

See Appendix page A1

ATTACHMENT B

See Appendix page A2

ATTACHMENT C

See Appendix page A63

One WTC is already an internationally recognized, high profile destination. Millions have come just to be near the construction of the tallest building in New York City, the capital of the world. The 9/11 Memorial and Museum, Calatrava Transportation Hub, Westfield Retail, and One WTC will create a new critical mass in Manhattan's resurgent downtown.

Our challenges in putting together this proposal were threefold: (i) create something truly worthy of the Trade Center redevelopment that will also effectively compete for visitors' time while visiting downtown, (ii) create a unique attraction that will add to demand and compete effectively for the New York City market's total "observatory experience" customers, and (iii) address the meaningful capital and operating costs of the attraction and the associated infrastructure we must install to support the attraction.

WE INTRODUCE TO YOU *THE EYE OF THE WORLD*

The Eye of the World is a striking, forward-looking concept packed with technology to engage, delight, and deliver to visitors of all ages and origins, an experience unlike anything that exists in the world. Our success will grow as the world learns by word-of-mouth that we are a "must-do" for any visitor to New York City.

The Eye of the World takes everything we know… we run the most successful attraction for which a ticket must be purchased in Manhattan; we operate in a major, multi-use facility; our construction team are the experts in just this sort of challenging job in this city; and we coordinate daily with federal, state, and local law enforcement to protect one of the highest-risk assets in our region. Our operations team knows tourist trends and how results for the year ultimately depend on converting efficiently during those surge periods, and maintains high levels of customer satisfaction through disciplined and persistent training in the high turnover world of this industry. Our marketing team knows this business cold.

Our business plan is solid. It is based on real data and operational experience. There is no "pie in the sky" in *The Eye of the World*.

We take all this knowledge–from security and ticket transaction times, to elevator operations, to retail, to photo concession and audio tours–and put it into a new format for an innovative, state-of-the-art, exceptional visitor journey. We present a fully activated space to captivate visitors from the moment they enter our queue, across each of our attraction's four levels, and to the moment they exit.

The business model projects an initial $81M equity funding to cover the initial project costs of $71M and start-up expenses of $10M. We will not seek debt; we will use our own capital for our investment. We price our equity at an annual capital cost of 5%, a priority return of 8%, and we amortize our investment over the 15-year term of our proposal.

We propose an annual base rent of $5,989,800 and an additional percentage rent of 50% of net cash flow after operator priority payments. This model will enable ownership to receive more rents as attendance increases. Based on the proposed model and projected admissions, an average of $191 psf and an aggregate of $344M will be paid to ownership over the 15-year term.

We bring a team with a wealth of knowledge and unmatched experience to this opportunity, having created destination visitor experiences in marquee locations around the world and with great experience working for and satisfying the Port Authority.

Our technology is "future proofed" to keep the attraction relevant to new audiences and repeat visitors. From a project management standpoint, no one is better equipped to handle the technical aspects of this project than the team we have assembled.

Our mission is clear: take care of our guests, take care of our stakeholders, take care of our employees, and operate efficiently and safely. Of paramount importance are our expertise in sales and marketing, knowledge of the marketplace, effectiveness in brand-building and co-branding, operations–including arrivals/departure, security, admissions, operations and custodial–and quality management.

We operate *The Eye of the World*'s most significant competitor. We determined to enter into this competition based on our belief that this is an opportunity for a unique, new build, premier-quality observatory attraction in New York City that will benefit from our experience, knowledge, and worldwide reach. There are material differences in the physical offering, location, and value creation potential between the two attractions. *The Eye of the World* is a singular visitor experience that is not comparable in any way to the Empire State Building.

We are fully committing resources and expertise of not just ourselves but an internationally leading team in building, developing and managing *The Eye of the World* to its fullest potential for the best economic result. We will maintain two distinct sales teams that will compete and be compensated on their individual successes only. At the same time, we will have superior heft and execution ability in management, maintenance, security, and personnel, which will be a unique benefit that no other competitor can offer.

In accordance with Request for Proposal issued on January 27, 2012, the following firms have completed the Background Qualification Questionnaire:

Empire State Building Company L.L.C.

AKF Engineering

Andrews International

Beyer Blinder Belle Architects and Planners

Edelman

HMS Host

Hornall Anderson

JCJ Architecture

Jones Lang LaSalle

Kiran Consulting Group

RDA International

Rizzo Group

Skanska USA Building

We propose a best-in-class experience. Just being there and "collecting a toll" from tourists is not enough to make *The Eye of the World* a lasting success and prominent in the world's consciousness. We will succeed based on our ability to harness the expertise and experience of our operating teams, along with that of our renowned partners.

Spatial programming and considerations

- All spaces are designed to entertain and awe our guests, at every turn, whether upon arrival or after their observatory visit.
- B2 - Critical operational services that include security, ticketing, and photo capture point, all the while engaging guests as they make their way to the elevators.
- 101 - Point of arrival introduces key experiential and technology elements to entertain, educate, and engage our guests.
- 102 - We deliver the unexpected by taking the viewing experience to new heights by integrating cutting-edge technology. We leverage the double height ceiling and create a premium feature with an opportunity for incremental revenues.
- 100 - We include retail store, photo redemption, some last image wizardry, and the "Loo with a View." Additionally, this multi-use floor has the capability to host special events during shoulder and off-peak periods.
- Flow and throughput
- Elevators pathway, B2-101-100-B2, improves our hourly capacity and optimizes our ability to deliver the best levels of admissions for the attraction.
- B2 capacity - at 480, on a typical peak demand day of 20,000, is likely to cause long queues and result in guest defection/abandonment. Reviewing the existing building egress and life safety systems based on our research of the NYC Building Code, we recommend increasing this floor's capacity to 1,100 guests, reducing the risk of loss of revenues and improved throughput.
- Circular flow - unaddressed, the entry point to the B2 level will create significant bottlenecks, and risks a point of failure; we propose the installation of an additional grand staircase that will result in improved guest flow.

THE EYE OF THE WORLD

The Eye of the World is a strikingly contemporary concept that will delight and inspire visitors of all ages and origins–an experience unlike anything that exists in the world.

The Eye of the World is fresh and innovative, boldly and artfully integrating state-of-the-art technology into an exceptional visitor journey. This is a fully activated space that captivates visitors across each of its 4 levels. Visitors interact and engage with a forward-looking narrative that makes *The Eye of the World* a truly unique, must-see, word-of-mouth-generating experience.

Themes include New York City as the pulse of a nation, the One WTC building and all that makes it special, an opportunity to "Create the Light" that illuminates the spire, and the pinnacle of the experience: *The Eye of the World* – the digitally augmented vistas on level 102.

STATE-OF-THE-ART TECHNOLOGY AVAILABLE NOWHERE ELSE

a. Experiential impact
b. Programmatic flexibility
c. Metered visitor pace and flow based on daily demand

Seamless and delightful integration of technology physically and virtually animates the space. Technology platforms provide a stunning and adaptable series of digital canvases, a bold departure from traditional interpretive content. We captivate visitors with highly personalized interactions on a grand scale. Technology provides unprecedented business intelligence as well as the agility to reinvent the content, keeping *The Eye of the World* fresh and different. The "show" can calibrate content dynamically in real-time to adapt to varying seasonal trends and traffic flows.

OPTIMIZE THROUGHPUT

Deliver the experience to the largest number possible without compromising visitor awe. Experiences are carefully orchestrated and delight visitors without interrupting flow through the space.

We have deliberately not included a destination dining component as it is an inefficient use of achievable visitation volume.

ANALYTICS, NOT GUESSWORK

Maximize and direct visitor movement through the space. Our concept and operation use best-practice visitor traffic flow analytics and simulation models developed by specialists, to identify potential bottlenecks, congestion points, and visitor flow implications of each element.

QUEUE ACTIVATION

We revolutionize what is traditionally the mundane prequel to the real experience. The "show" begins from the moment visitors get their ticket on B2, and the experience builds and engages visitors throughout the journey. We build a sense of anticipation, deliver the "money shot," and bring the visitor back down to earth. We consistently "top up the tank" of visitor engagement; we mitigate the pressure on the decks to accommodate the entire experience.

CHOREOGRAPHED NARRATIVE

Almost immediately, visitors begin to actively and passively personalize their experience through interactions with the space. This space can and will accommodate a variety of programming and content, but each touchpoint will be a chapter in a singular story that helps guide and orchestrate movement through the space.

STRONGLY VISUAL

We have eschewed more traditional interpretive content for experiences that are more universally and intrinsically understood. The visitor experience leans heavily on imagery and motion rather than copy or narration to better accommodate non-English speakers, children, and flow. Multilingual content is available through a mobile device application.

360º DEGREE APPROACH

Visitor experience includes an integrated website, mobile experience, social media and e-commerce strategies addressing the entire customer life cycle from pre to post visit.

PREMIUM RETAIL AND TIERED TICKETING

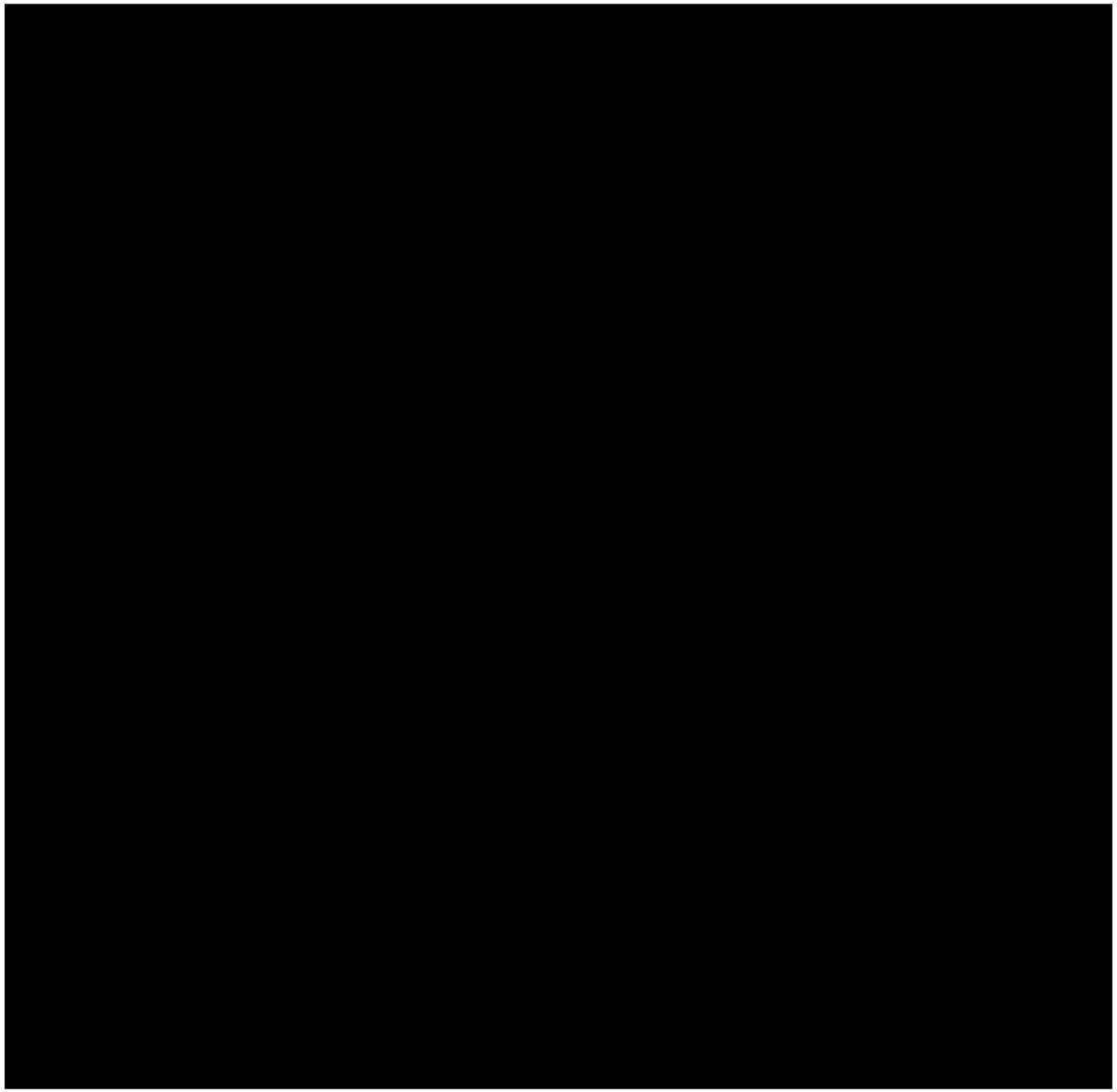
Premium retail, the latest in photographic/video souvenir options. Premium-priced optional ticket upgrades for express/no line visits and at "The Bridge of the Eye."

OPERATIONAL FEASIBILITY

Our team experience informs our work with the operational realities of running high-traffic, high-profile tourist experiences. Installations are durable. Technology is scalable and reliable. Administrative footprint is manageable.

PRESSURE

Our design stands up to the use and abuse of nearly 20,000 visitors a day in peak periods, while allowing an intimate and engaging experience during shoulder periods. Our plans are bench tested and will be bench tested many times more before execution phase. Hornall Anderson's Experience Lab is the team's Seattle-based creative R&D facility, enabling us to vet technology and test concepts at full scale before they are implemented.



EXPERIENCE OVERVIEW

Our visitors experience a sense of welcome and arrival as the “hand-off” occurs from the building to our experience. This begins at the Ground Floor and/or B2 levels, with signage and way finding in keeping with our design and branding concept. Our graphics and signage will be incorporated in our architectural and interior designs, working closely with the Owner. Cool colors and creative lighting create an intriguing and calming atmosphere. Visitors proceed along a curving path framed by shapes and geometric surfaces that evoke the building’s faceted exterior. Visitors are introduced to the themes of light and energy that accompany them throughout the experience. Architecturally mapped projections bring the surfaces to life with flits and rays of light that pull visitors forward into the space.

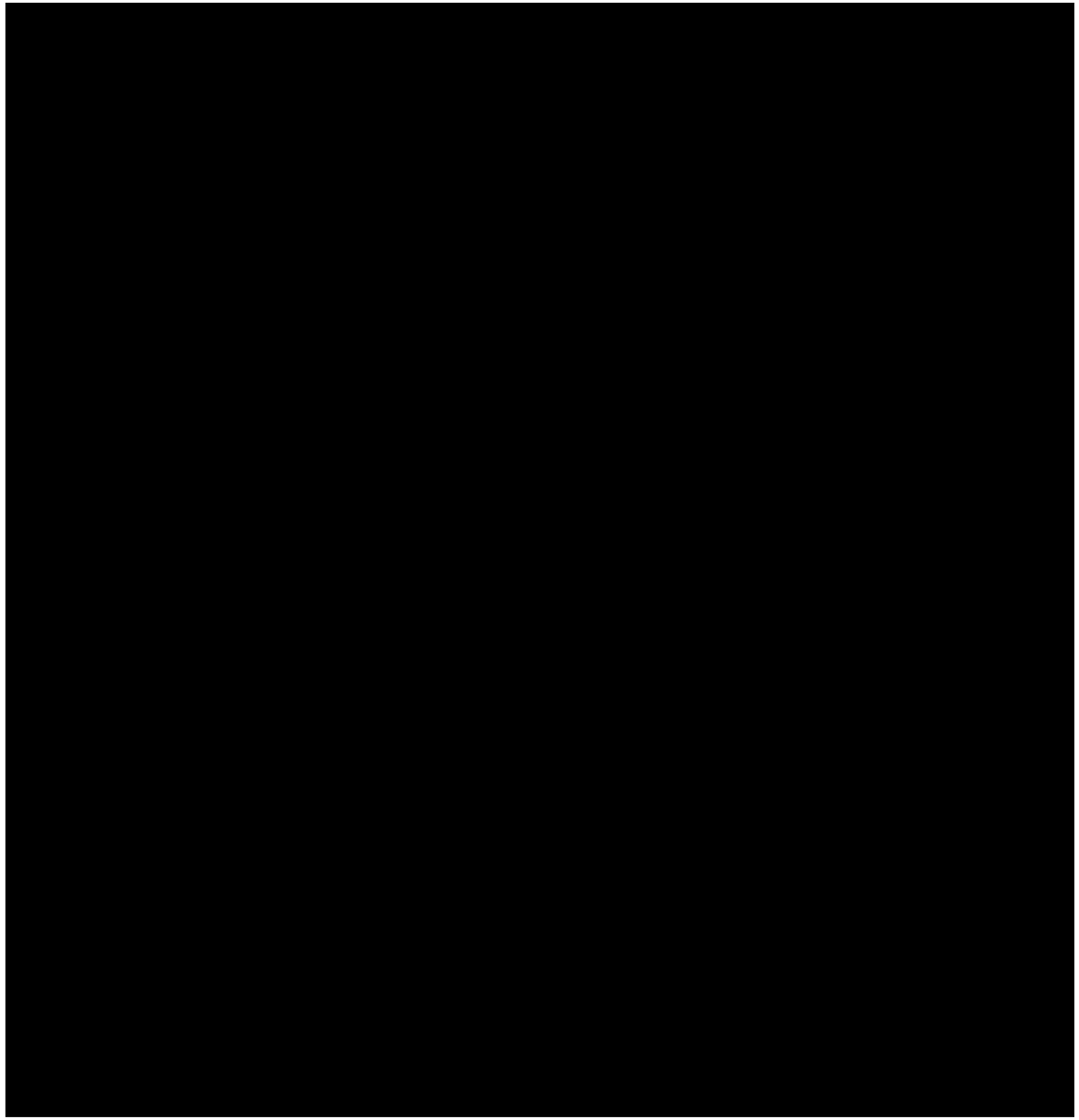
OBJECTIVES

- Welcome, Orient & Educate
- Primary Queuing
- Security & Ticketing
- Introduce Visual Language

KEY THEMES AND SIGNATURE MOMENTS

1. **Pre-Ticketing Path** This zone offers a warm welcome and creates a sense of arrival at a special place. Users are introduced to the visual language through ambient lighting and effects.
2. **Security** Integrated throughout by Andrews International, our security team member with experience both at the World Trade Center and the Empire State Building.
3. **Space Shaping** Sweeping, curvilinear forms hide crowds and provide a canvas to introduce elements of light.
4. **Ticketing** Visitors purchase tickets and receive RFID bracelets and advice about the supplemental, multilingual mobile experience application.
5. **RFID** The RFID enabled bracelet that users receive acts as a ticket, a souvenir, and a personal passport to the experience. Basic data like home country and language are captured on the RFID bracelets, with the opportunity to attach financial data to expedite retail transactions later. The unique RFID antenna personalizes the experience to visitors, enabling the outcomes of their interactions to be “attached” to them as they progress through the space, creating a sense of dialogue, play and lasting impact.

FLOOR B2 (PRE-TICKETING): WELCOME & WOW



EXPERIENCE OVERVIEW

As visitors progress through security and ticketing, they see more technology inhabiting the space and personalize their experience by engaging in an interactive dialogue with the building. The visual language of light is translated into a narrative about energy and the ability of each user to "charge" the building through their interactions, ultimately contributing to the 1000 ft. column of light that will emanate from the top of the tower each night.

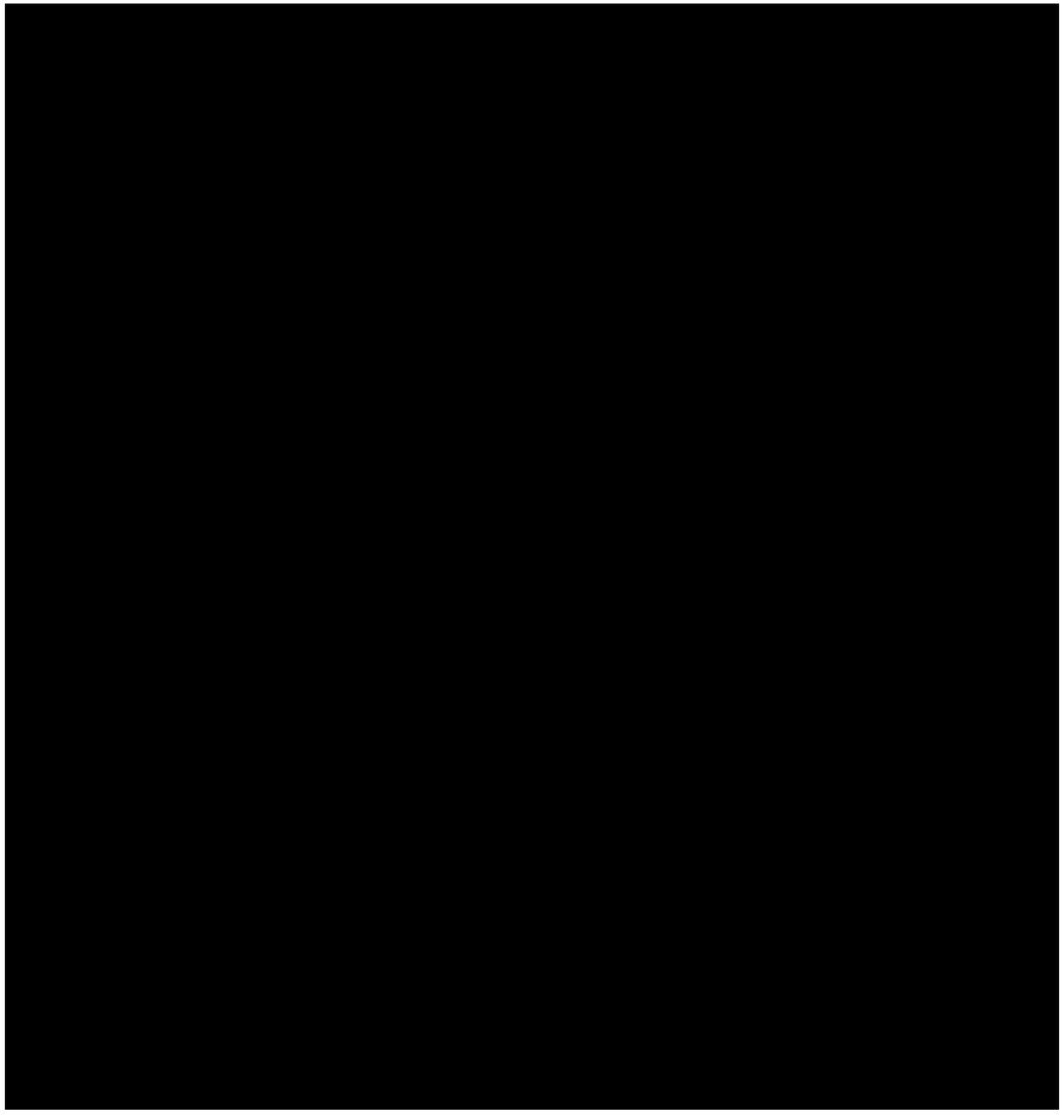
OBJECTIVES

- Primary Queuing
- Introduce Narrative
- Digital Photo Capture
- Set expectations for interaction, pacing and flow

KEY THEMES AND SIGNATURE MOMENTS

1. **Picture** Following the ticketing experience, visitors will have their picture taken. That picture will be associated with their unique RFID bracelet.
2. **Digital World of Welcome** Visitors scan their RFID bracelets, and the geographic data captured in the ticketing process allow the digital wall to welcome them to *The Eye of the World* in their own language. Their greeting then floats to the top of the screen to become part of a daily tally of global welcomes.
3. **Charging Stations** After receiving their RFID enabled bracelets, users begin their two-way conversation with the building. They are able to "Create the Light" by contributing their energy to the rays of light swirling around them.
4. **The Ultimate New York** A series of fun voting interactions invite visitors to define what The Ultimate New York means for them. The data they generate is digitally "attached" to them through their RFID enabled bracelets and will follow them through their experience.
5. **Disappearing Ceilings** On the ceiling, large screens provide an xray view through 104 floors to experience the full elevation of the structure, looking up. As visitors progress, the views become ever brighter, simulating the dawning of a new day.
6. **"Out of Building" Elevator Experience** All the swirling rays of light flow toward and then into the elevator. Once on board, a puff of wind simulates the sensory experience of leaving the building, and visitors see the digital ceiling "disappear," as their car seems to fly up and around the building.

FLOOR B2 (POST-TICKETING): IMMERSE & INTRIGUE



EXPERIENCE OVERVIEW

All inbound elevator rides up arrive at floor 101. After exiting the elevator, visitors follow a circular path around the building's perimeter before reaching the escalators to 102. There are increasing opportunities to learn, interact and personalize the experience, including the signature interactive photo wall in the Wi-Fi enabled Cloud Room. The visual language of energy and light continue to direct visitors forward and upward. Views to the exterior are artfully obscured with a translucent film on the glass. The perimeter is clad with tonal graphic imagery and interpretive content depicting the evolution of New York City architecture, and New York's central role in global culture. The interior walls focus on the building itself, highlighting what makes it unique and offering a glimpse into its inner workings.

OBJECTIVES

- Educate & Entertain
- Manage dwell time in secondary queue as necessary
- Give *The Eye of the World* context within New York and the world
- Allow individual visitors to take part in the narrative
- Make the physical structure part of the narrative
- Build anticipation for the "money shot"

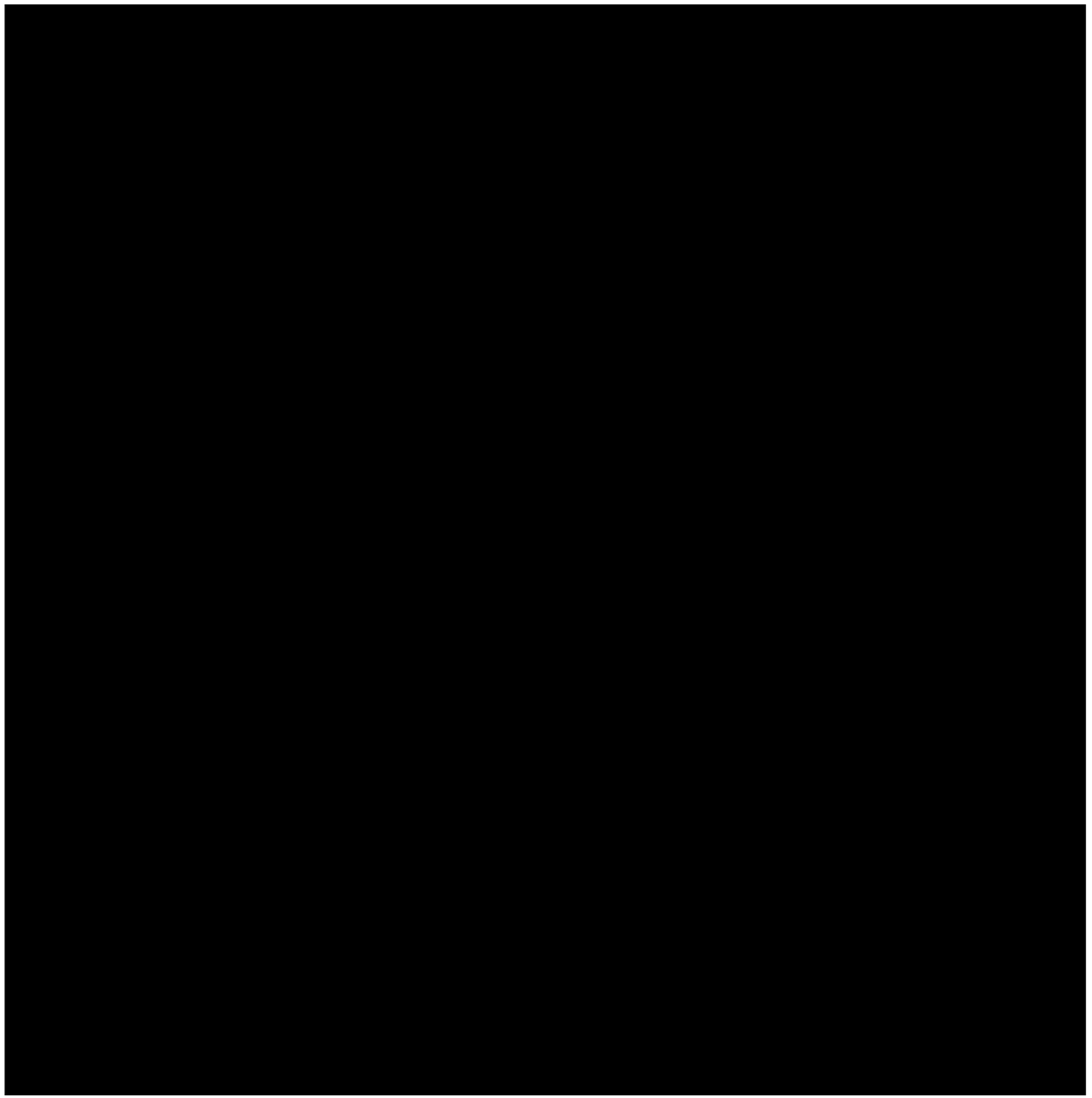
KEY THEMES AND SIGNATURE MOMENTS

1. **Exterior Walls: New York – The Pulse of a Nation** Interpretive content provides a virtual "view" of New York's growth, both architecturally and in global prominence, but preserves the actual view for 102.
2. **Charging Stations** Visitors "charge" the evening light beam of the building through their RFID bracelets, and the energy they donate is whisked upward to build anticipation for the top.
3. **Interior Walls: Building Showcase** Recessed trapezoidal monitors provide points of interest about what makes *The Eye of the World* unique.
4. **Interior Walls: Xray Views** A virtual view inside the building reveals, in fascinating fashion, the amazing engineering and architectural feats that make the building special.
5. **Cloud Room** This Wi-Fi enabled destination is our experience's social media hub. Visitors can trigger a personal engagement with various social media and touch their RFID bracelets to the reader pedestals within the queue, "sending" their own picture to the wall, thus creating a personalized social media experience at an epic scale and previewing a digital artifact that will be available for purchase later. Visitor photos flock together and move based on similarities in the data attached to them during previous experiences.

FLOOR 101: THE BUILDING, THE CITY, THE WORLD // CORRIDOR

FLOOR 101: THE BUILDING, THE CITY, THE WORLD // CLOUD ROOM

FLOOR 102: *THE EYE OF THE WORLD*



EXPERIENCE OVERVIEW

The pinnacle – but not the end – of the visitor journey is the stunning 360° panoramic vistas. These vistas are brought to dramatic life with state-of-the-art technology embedded into an interior installation of Smart Window panels, creating augmented reality views. Content displayed on these panels includes landmarks and the landscape beyond, transcending all previous traditional approaches. Leveraging an unprecedented integration of technology, visitors will experience a dramatically immersive, double height glass performance canvas. The optic can be adjusted to reveal whatever range or distance of landscape we choose. We might learn that we are looking toward Queens, to then discover that beyond there lies Tunisia, Lisbon, Athens, as the lens becomes global. The possibilities of content are limitless. Importantly, two quadrants of the lower windows will be left untreated, allowing visitors to experience unenhanced views without impediment.

OBJECTIVES

- Ultimate satisfaction of the visitors' desire to experience both the views and the sense of elevation
- Awe visitors with windows that come to life in dramatic fashion
- Provide infinite content delivery opportunities to enhance the view, as desired
- Promote circulation and throughput

KEY THEMES AND SIGNATURE MOMENTS

1. **Charging Stations** The corners act as final RFID charging stations and they show the energy being generated and released onto the upper windows of the space.
2. ***The Eye of the World*** Can be programmed to operate in a range of modes to adapt to different occasions, parts of the day, seasons, and visitor volumes. This interior layer of Smart Window display panels are suspended within the observation deck, unobtrusively layered over the existing glass façade. We propose different modalities for the Smart Windows:

   Ambient Mode Upper Windows: The upper windows in two quadrants are enhanced with Smart Window panels. The visitor-generated rays of light and energy collect here, swirling around the upper perimeter, occasionally coalescing into other programming.

   Interpretation Mode (day/night) Lower Windows: In order to provide unobstructed views, only two quadrants of windows at visitor level are enhanced with Smart Window panels.

   Show Mode Played at certain intervals, we are able to take over all the Smart Window panels with unique, epic One WTC, global and NYC content.

   Finale of the Create the Light theme The existing architecture in the corner pillars (the large scale charging stations) is used to express a daily ritual or finale featuring the energy visitors have "donated" through their interaction with the building over the course of the day. Light traces swirl on the upper panels, overhead, and the entirety of Smart Windows come to life in a gala performance, symbolically culminating in the release of light from the building's 1,776 foot tall spire.

FLOOR 102: *THE EYE OF THE WORLD* // STANDARD VIEW

FLOOR 102: *THE EYE OF THE WORLD* // SHOW MODE NIGHT

FLOOR 102: *THE EYE OF THE WORLD* // CLOSE UP

FLOOR 102: *THE EYE OF THE WORLD* // THE BRIDGE OF THE EYE

1 **The Bridge of the Eye** (glass catwalk): A premium upsell opportunity for visitors who demand the ultimate experience and access the highest publicly accessible part of the tower, the highest point in the city. A striking glass catwalk offers an elevated walkway that embraces approximately half of the upper perimeter of 102, some 12 feet above the public viewing area. Visitors will experience a sense of floating or almost walking across the sky. This special outlook offers a new and spectacular perspective onto the content of the Smart Windows and provides unsurpassed views of the Manhattan skyline to the north and a bird's eye vantage of the Memorial at the Calatrava Transit Hub.

FLOOR 102: *THE EYE OF THE WORLD* // THE BRIDGE OF THE EYE

FLOOR 100: SEE MORE, DO MORE

EXPERIENCE OVERVIEW

The experience doesn't end when visitors leave 102. As visitors descend via escalators to floor 100, they are rewarded with more entertaining interactions, with younger audiences specifically in mind. The path goes through the retail space and photo pick-up, there is a flexible event space, and what is sure to become the world's most talked about restroom.

OBJECTIVES

- Promote retail opportunities
- Provide a flexible space that can accommodate events and functions on a needs basis
- Turn a necessity into a show
- Encourage circulation and exit

KEY THEMES AND SIGNATURE MOMENTS

1. **Retail** A premium retail space will include a wide range of unique souvenirs and high quality merchandise. This premium retail experience will be integrated with the latest in photographic/video souvenir options (including video and personalized narrative of their unique visit).
2. **Showdown Disappearing Floors** When visitors stand on certain designated areas, the floor beneath them will visually disappear, revealing the ground beneath them and virtually zooming them up to the 1,776 ft. level for a bird's eye view.
3. **How Many Timothys?** Visitors are virtually measured and then an animation stacks them up against One WTC and other buildings to see "how many of me" tall a structure is. (Triggered by RFID, the experience creates a virtual souvenir that can be shared via social networks.) Imagine your seven year old son Timothy stands by the wall and his height is automatically detected. Projected onto the wall behind, you see the scale of the building measured in Timothys, i.e. "One World Trade Center is 586 Timothys tall!"
4. **Restroom - The Loo with a View** Stalls and urinals oriented to the exterior view. The most amazing bathrooms in the world.
5. **Flexible Event Space** A portion of the floor will be available for special events. This space can be an active circulation space when no events are taking place, and can be closed off from public access when needed. Modular furniture will be stored in and around the space and can be quickly set up in various configurations (sit down, cocktail party, speaker).

Down Elevator The down elevators will close the experience with a warm, multilingual farewell.

FLOOR 100: SEE MORE, DO MORE // RETAIL

FLOOR 100: SEE MORE, DO MORE // SHOWDOWN

FLOOR 100: SEE MORE, DO MORE // LOO WITH A VIEW

MOBILE: EXTEND THE VIEW

EXPERIENCE OVERVIEW

Mobile devices are an increasingly vital part of our daily lives. We want to leverage the preponderance of these small screens to provide additional messaging and localized content in multiple languages. We envision a mobile-optimized website with a high degree of interactivity and multiple hooks into social networks and social media channels to promote word-of-mouth.

OBJECTIVES

- Provide localized content to non-English speakers
- Provide additional interpretive content that is viewable remotely or on-site
- Minimize dwell time by decreasing amount of interpretive content on the walls
- Provide cues to connect and share the experience via social channels
- Provide a vehicle for special promotions or time sensitive content

KEY THEMES AND SIGNATURE MOMENTS

Deeper interpretive content

Social sharing cues

Connections to digital artifacts from visitor experience

Real-time facts about visitors and what's happening in NYC

Real-time data about building, including sustainability message

EXIT & POST: THE 360° EXPERIENCE

EXPERIENCE OVERVIEW

People bring expectations in the door and carry memories out. Those memories, when shared, become the expectations that the next wave of visitors bring in. We want to ensure that we are encouraging visitors to remember and share their experiences in a way that reflects positively on One WTC. This means providing opportunities and reminders to share and capture their experience throughout and even after they leave.

OBJECTIVES

- Promote social sharing and word-of-mouth
- Build pre-visit awareness

KEY THEMES AND SIGNATURE MOMENTS

Digital Artifacts Sharable memories that reflect visitors' activity and unique journey through the space (including photos). These would be either free or purchasable at the retail location or online.

Social Media Video/formatted content that users can share via social channels (e.g. a link to a video of the "light" they created by visiting as it erupts from the roof later that night).

Website A website that reflects the unique experience and visual language of the visitor experience. The same light and energy that accompany visitors in the physical space can be an element that guides them through their online experience. Including moderated content created by visitors will allow for a more robust online discussion.

PROJECT SCHEDULE

The construction logistics will be approached in a single phase with construction scheduled to commence Q4 of 2013 and substantial completion targeted for Q1 of 2015. In order to manage the project efficiently, sub-schedules will be developed for each floor that will tie into the master schedule. This process will allow for more precise oversight of the work flow. Additionally with the concurrent work flow, individual labor needs per floor will be properly assessed. This will allow the Construction Manager to tailor bidding strategies to assure adequate labor recourses are available to perform the work as efficiently as possible.

VERTICAL TRANSPORTATION EQUIPMENT

The demanding nature of the current schedule will require dependable and adequate vertical transportation. As stated previously, care will be taken to tailor the construction elements to fit within the service elevator and be able to maneuver from the prescribed loading dock through the building and to its final destination with minimal concern. Additionally, the time requirements to load materials to the upper floors will be considered as well as the physical area and structural constraints. Our experience with similar projects allows for the required pre-planning to efficiently manage these challenges well.

NOISE CONTROL

As the project will be constructed in an occupied office tower, JLL will work with the General Contractor and consultant team to develop a noise transmission mitigation program. This program may include the following:

- Performing sound transmission test
- Restriction of loud construction work during business hours
- Notification to tenants of anticipated noise

COORDINATE INFRASTRUCTURE WORK (MEP) WITH BUILDING OPS

We understand the sensitivity in working in an occupied building and will establish protocol with the engineered parameters defined by the base building design. This will require a sensible preplan which will be collaborated with building operations to eliminate any inconveniences while modifying or interfacing with the building systems.

PROCUREMENT

Procurement will be scheduled to commence July 2013 with Construction anticipated from Oct 2013 (Q4) through a targeted completion by Feb 2015 (Q1). Planning our work well from the beginning of the project will benefit the project and assure an on time delivery. Due to the vertical logistics which will be further challenged by strictly enforced security, we will mandate that all construction deliveries as well as labor forces are well planned and information is disseminated as efficiently as possible. Skanska's experience with similar logistically challenged projects in New York adds a significant component to our team and uniquely qualifies us to manage these issues while maintaining our schedule. Our experience will also come to bear within design of the project. Opportunities such as unitizing building elements, for logistics or expediting construction will be employed. Bidding and pre-purchasing will also be utilized to maximize efficiency and cost.

PROGRAM NARRATIVE

The program has been designed to account for approximately 72,000 SF of area allocating 80% to function as front of house (FOH) public space with the remaining 20% as back of house (BOH) space. The (FOH) areas are tailored to maximize the visitor's experience while achieving the highest efficiency in public circulation particularly at Levels 101 and 102. All BOH space will be located at Level B2 and 100 in support of the FOH functions and for maintaining operations efficiency as indicated in our program which highlights these areas.

B2 LEVEL

Experience Space

- 2,015 SF - Pre Security - 336 people capacity @ 6 SF/person
- 6,296 SF - Post Security - 700 people capacity @ 9 SF/person
- 1,750 SF - Ticketing area in front of ticket window (included in post security SF)
- 284 SF - Ticketing - (8) windows
- 300 SF - Self Service Kiosk Ticketing 6 (5' dia. around column) (included in post security SF)
- 1,297 SF - Security - (5) machines
- 195 SF - Photo Imaging - Capture Point (within post security SF)

Back of House Space

- 180 SF - Ticketing Office (2 persons)
- 168 SF - Safe Room
- 190 SF - IT Room - Computer Room
- 216 SF - Security Office (2 persons)
- 89 SF - Ticketing Storage (RFID bracelet storage accommodation)
- 238 SF - Break Room
- 365 SF - Restroom - Women's 11 WC, 3 Lavs
- 190 SF - Restroom - Men's 4 WC, 3 Lavs
- 29 SF - Janitor's Closet
- 187 SF - General Storage
- 600 SF - Men's Locker Room with 1 toilet, Women's Locker Room with 1 toilet
- 1,046 SF - Uniform Room

LEVEL 100

Experience Space

- 3,105 SF - Circulation between the lobby outside elevator and the corridor between two halves of core
- 179 SF - Photo Imaging Redemption (within gift shop)
- 4,680 SF - Retail
- 4,180 SF - Showdown
- 2,785 SF - Flex Event Space

Back of House Space

- 1,060 SF - Restroom - Women's 14 WC, 4 Lavs (Loo with a View)
- 610 SF - Restroom - Men's 4 WC, 4 urinals, 4 Lavs (Loo with a View)
- 1,680 SF - Administration Office Space
- 1,050 SF - Functions Storage, Photo Imaging Storage, Event Space Pantry (within Admin Space)

LEVEL 101

Experience Space

- 14,090 SF - Circulation through the experience areas

Back of House Space

- 240 SF - Restroom - Women's 7 WC, 2 Lavs
- 318 SF - Restroom - Men's 2 WC, 2 urinals, 2 Lavs

LEVEL 102

Experience Space

- 2,510 SF - Circulation between the lobby outside elevator and the corridor between two halves of core
- 14,100 SF - Pinnacle Experience Space

Back of House Space

- 39 SF - Storage
- Handicap access to "The Bridge of the Eye"

LEVEL 102 M

- 2,100 SF - "The Bridge of the Eye" - premium experience

PROGRAM NARRATIVE

NEW CONSTRUCTION

The new construction scope on Level B2 will consist of a series of elements based on our programmatic necessities for accommodating the BOH and FOH requirements. Interior partitions for the BOH spaces will be added for locker rooms and restrooms to support the staff areas and administrative offices. Front of house (FOH) public restrooms will also be constructed for visitors to accommodate the required occupancy load estimated to support the B2 level projected capacity. Our design is intended to minimize modifications to the existing conditions including the linear diffusers and mechanical systems within the space.

At Levels 100 to 102, we include interior partitions in support of the BOH, administrative spaces and public bathrooms as well as the construction of a raised floor at all three levels. We are proposing to install two new escalators from Level 101 to 102 in the same configuration as those already planned for Level 100 to Level 101 for visitor accessibility based on our projected circulation path. Smart Window technology will be installed along the interior of the existing curtain wall on Level 102 in addition to structural supports, as required, for a proposed glass catwalk system on the mezzanine level. The proposed catwalk system will also require a glass staircase and elevator (LULA) for ADA accessibility.

Listed below is the significant new construction by floor:

Level B2

- New stair to connect B2 Level to ground floor lobby
- New FOH restrooms for guests
- FOH Janitor's closet
- New BOH restrooms for staff
- BOH interior partitions
- Experiential partitions and queuing systems

Level 100

- Raised floor
- Interior partitions
- Bathrooms adjacent to perimeter wall
- Event Space pantry with exhaust (for warming ovens, no cooking) adjacent to core
- Retail Space millwork
- Digital screens/projectors

Level 101

- Raised floor
- Interior partitions
- Bathrooms adjacent to core
- Vinyl film attached to interior of glass or frees-standing acrylic panels
- Two new escalators in scissor configuration
- Metal railing around perimeter
- Digital screens/projectors

Level 102

- Raised floor
- Interior partitions
- Smart Window technology at interior of curtain wall
- Two new escalators in scissor configuration
- Metal railing around perimeter
- Digital projectors
- Structural glass Catwalk
- Elevator (LULA) up to Catwalk
- Glass stair up to Catwalk

MATERIALS

Material selections were carefully considered in support of introducing a contemporary design and state-of-the-art technological experience to *The Eye of the World*. The material palette is aimed to enhance the rhythm of the overall visitor journey and contribute to the impact of the technologies being employed where walls, ceilings and floors act as digital canvases to engage the visitor and evolve as needs change in the future. Lighting throughout the experience, both digital and natural, is well choreographed in support of moving and transitioning the visitors throughout the space. While allowing for maximum flexibility, durability and ease of maintenance, the material selection is designed to complement the finishes and overall aesthetic of *The Eye of the World*.

The initial experience on B2 will introduce curved, faceted walls clad in acrylic and metal panels to direct visitors and act as a digital canvas for the traces of light projected. Translucent glass partitions will be used for controlling circulation while isolating arriving guests from the departing visitors. The curved walls will continue to define more intimate zones in this space, while technology begins to populate both the walls and ceilings. Surfaces will be acoustically engineered and incorporated for mitigating extraneous sounds and controlling sounds transmissions within the spaces. As the visitor arrives on Level 101, the finishes will have a sense of continuity both in color and texture with B2. The raised flooring at Levels 100-102 will be terrazzo tiles for continuity of the B2 and Ground Level floors. At Level 101, the material integration of digital screens and architectural elements culminates in the screen wall at the Cloud Room. The perimeter windows will be clad with translucent film for illustrating graphic imagery and content as described in the design narrative.

Upon arrival on Level 102, interior finishes will reflect a neutral palette as a backdrop allowing for the visitor to focus on the perimeter and cladding on the interior with Smart Window panels. Curved painted soffits are placed at the four corners of the space to highlight the "charging stations" and create ambient light. Twelve feet above the floor, premium visitors will have the option to experience views on a structural glass catwalk. The material palette at Level 100 is similar to that of the other floors, with the addition of those introduced in the Retail Space and the "Loo with a View."

SUSTAINABILITY

We are leaders in energy efficiency and green practices. We will apply the same energy efficiency measures to our final designs and execution which we do in our office build-outs. That process includes extensive energy modeling, benchmarking, bench-testing integrated energy efficiency measures, implementation, and ongoing monitoring and verification. As is cost justified, we will deploy recycled and locally sourced materials. We will install low flow sinks/motion detector activated sinks and toilets and waterless urinals in our bathrooms. We will deploy our full green suite of practices including recycled paper products and green seal cleaning and pest control products. The key members of our design and construction team, Malkin Holdings, Jones Lang LaSalle, and Skanska, are all expert and have extensive, proven resumes in this area.

BUILDING SYSTEMS UPGRADES

No new building system upgrades are included in the program.

Our financial Pro Forma offers a partnership with ownership, a partnership that will provide ownership a healthy cash flow for the entire fifteen year term. The guaranteed success of this partnership can only be achieved with New York City's undeniable experts in this industry, the Empire State Building.

The business model projects an initial $81M equity funding to cover the initial project costs of $71M and start-up expenses of $10M. We will use our own capital for our investment. We price our equity at an annual capital cost of 5%, a priority return of 8%, and we amortize our investment over the 15 years of the term of our proposal.

We propose an annual fixed base rent of $5,989,800, increasing 10% years 6 and 11, and an additional percentage rent of 50% of net cash flow after operator priority payments. Based on the proposed model and projected admissions, an average of $191PSF and an aggregate of $344M will be paid to ownership over the 15-year term.

Total Revenues are projected at $61M in the first year, increasing to $119M by the 15th year.

- Attendance for the first year is 2.6M with admission growth percentages higher in the following early years. ESBC is certain that, with our proven marketing strategies and ESB's partners, attendance level can reach 4 million in the 7th year.
- Ticket price will start at $25 and is to increase by $1.00 every 2 years. A 20.82% global discount is applied, consisting of different ticket pricing categories, discounts to our tour operators, and sales taxes, consistent with our experience.
- Ancillary admission Revenue is an up-sale at a ticket price of $55.00. This is for the right to skip the majority of lines and for VIP access entry that will include admission to The Bridge of the Eye on 102. The projected growth is $5.00 every 5 years.
- Other Revenues include Rents from our retail tenant, Photography, Audio Tour, Special Events, and Commission from our web sales. Subsequent year growth percentages are outlined in the assumptions. ESBC's experience and relationship with these partners will offer ownership a maximum return.

Net Cash Flow is projected to be $22M in the first year, growing to $58M in the fifteenth year. Comprehensive details regarding our Financial Proposal are provided via addendum and a Pro Forma model as required by Owners.

Our team brings a wealth of knowledge and unmatched experience to this opportunity, having created destination visitor experiences at some of the world's greatest marquee locations and operating the Empire State Building Observatories. The best practices in project management, technical expertise, and proven methodologies we have developed ensure that the experiences we design maximize revenue opportunities, minimize risk to the Owner, and deliver an extraordinary experience to your visitors.

TECHNICAL PRINCIPLES: A RUBRIC FOR DECISION MAKING

The best experiential solutions are holistically conceived and collaboratively formed. Our interdisciplinary approach allows us to understand and address all aspects of your visitor experience design and the technology that powers it.

WORLD-CLASS EXPERIENCE: BEST-IN-CLASS TECHNOLOGY

Our audience has high expectations of this space and of technology in general. Our solutions must be exciting, durable, seamlessly integrated, and have "legs" to avoid outdating by innovation.

ROOM TO GROW: EXTENSIBILITY AND SCALABILITY

The experience is "future-proofed" with the programmatic freedom to update content and react to changes, keeping the experience relevant to new audiences and repeat visitors. We will deploy hardware that can itself be accessed, updated, or swapped with minimal impact to the overall experience.

MEASURABILITY: LEARN AND OPTIMIZE

Ours is a "smart system" that allows tracking of usage data. We not only track visitor behavior but also look for opportunities to improve the interactions, as well as provide data for business and PR purposes.

ADMINISTRABLE: SIMPLIFIED CONTENT UPDATES

Our system is able to evolve, either globally or specific to an individual moment in the overall experience.

CONTROLLABLE AND AUTOMATABLE: INVESTING IN A MASTER CONTROL SYSTEM

A control system allows programming, synchronization and automation of all interactive and audiovisual engagements, including:

- Managing media updates
- Setting and adjusting operating hours
- Performing system-wide restarts
- Analyzing usage and tuning the system for traffic flow optimization

REDUNDANCY: MINIMIZE DOWNTIME

Our redundancy allows for alternate content or messages to be displayed in the event of an error or malfunction. Rather than displaying an error, we can display a simplified, alternative experience.

EFFICIENCY: REDUCING LOADS

We will be choosing hardware and technology with an eye toward minimizing loads on the building without compromising performance. Best-in-class technology is often the most energy efficient, but our approach is a comprehensive approach consisting of many small decisions. Solutions like programmable LED lights and low-draw monitors provide flexibility. More durable hardware mitigates replacement and upgrade costs. Digital technology such as RFID bracelets and virtual souvenirs minimize printing costs. These measures help further emphasize our commitment to efficient building practices for businesses and sustainable living practices for individuals.

OUR TECHNOLOGY ECOSYSTEM

"SMART WINDOW" TRANSPARENT DISPLAYS

Our 102 experience utilizes "smart window" transparent displays. The displays appear as normal glass when they are in the off-state. However, when they are activated, this groundbreaking technology allows us to augment the view by overlaying graphics and animation, highlighting points of interest directly on the glass.

While the display technology is unique, the windows behave as if they were a standard HD LCD display. They are driven by standard computers and can be linked together to create a seamless array of displays.

RFID

Radio Frequency Identification (RFID) wristbands allows us to uniquely identify each ticket purchaser during their journey. In this way, we can personalize the purchaser and his/her group's experience and remember their preferences across all interactions. Information gleaned from credit card transactions provides a visitor's name, country of origin and souvenir photo image. This system also tracks traffic flow, queue times, popularity of given interactions and other valuable visitor data.

DIGITAL DISPLAYS

The use of high resolution LED and LCD displays will deliver visuals for the majority of the experience. Commercial LCD displays can be tiled together to create a larger "canvas" or can simply exist as stand-alone experience. Large scale LED arrays/displays push beyond the limitations of commercial LCD displays. They are available in sizes over 100" and provide great brightness in areas with high levels of natural light. Lastly, we will be employing non-conventional mounting techniques. Rather than relying solely on wall mounting, we will look to the floors and ceilings for unexpected applications.

MOBILE + SOCIAL MEDIA

We offer a mobile-optimized experience with a high degree of interactivity. This experience will deliver baseline narrative content, provide multiple hooks into social networks (Facebook, Twitter, etc.) and delivers a mobile site that is optimized for most visitors' devices. Visitors can log on to provided high speed.

WI-FI NETWORK

A secure 802.11 Wi-Fi network is critical to enabling the mobile-enhanced experience. We will define how mobile and Wi-Fi play into each engagement and will map signal requirements across floors 100 and 101. 102 will be a Wi-Fi free zone to discourage lingering. Users encounter a branded splash page upon logging on.

KINECT AND THE SOFTWARE DEVELOPMENT KIT FOR WINDOWS

Kinect is a motion sensing input device developed by Microsoft for use on the XBOX gaming console. It enables users to interact through gestures without the need to touch a screen or a control peripheral. The software development kit (SDK) allows us to develop unique applications outside of gaming platforms. We expect to use the SDK to capture visitors' image and height. It will then be turned into a scale comparison to convey information about the height of the building on the 100th floor.

ATMOSPHERIC EFFECTS

We plan to use a one-of-a-kind "wind" sensory effect as visitors transition from ticketing toward the elevators. Intermittent bursts of air helps move them along the corridor and create an impression of active vertical circulation within the building.

LED LIGHTING SYSTEMS

LED-based lighting systems provide a high level of control and flexibility to set the visual tone for an experience that ultimately complements and emphasizes the architecture. LEDs can display full-spectrum RBG to provide color customization for day-part mood-setting or special event programming.

PROJECTION

The use of projectors enables large scale visual coverage of content from ambient graphics to high-resolution imagery and video. Projection blending will allow us to go beyond typical throw coverage to create vast visual expanses. Additionally, rear projection allows us to hide cables and hardware which creates a magical impression within the environment.

COMPUTERS AND MEDIA PLAYERS

Computers and media players serve as the "brains" of each experience. They control and enable the display of dynamic content required by each interaction.

Media Players Content that is not interactive can be easily played and updated by the use of networked media players. These have extremely low failure rates and are easy to update media with.

Computers Applications such as the smart windows and Kinect will require computers with ultra-high resolution graphics outputs and large stores of RAM. We will analyze each experience and interaction carefully and design a machine around the unique needs.

AUDIO

Sound will play an instrumental role across the experience—from creating mood with ambient soundtracks, to providing haptic feedback during experiences and directly delivering narrative. Speakers and amplifiers are matched to each of the unique interactions. Some sound may fill an entire room and some sound will be targeted to individual areas via directional speakers.

CENTRALIZED SERVER ROOMS AND NETWORK ACCESS

B2 will require one server room. This room would house equipment for ticketing / POS systems as well as for the ground floor audiovisual experiences. The security system would also be accommodated here.

100-102 will require one server room per floor. Major equipment will be centralized, however some specialty equipment will be localized to the engagement.

DESIGNING FOR THE FUTURE

Being cutting edge tomorrow means thinking beyond the limitations of today. By now you are familiar with our digitally augmented vista concept—*The Eye of the World*— for the Observation Deck. We are in contact with Samsung and Corning, industry leaders in the smart window space. The application we propose is beyond the means of these nascent technologies today and yet a well-established trajectory gives us confidence that internally illuminated, high ambient light tolerant, large scale installations will be very practicable by the 2014-2015 timeframe.

Our contingency plan relies on more established technologies that are in the marketplace today yet tying them together more seamlessly. For example, a digital interpretive overlay on the Observatory railings could be implemented with panes of tempered glass, high clarity 3M reflective film, and high lumen rear DLP projection from floor mounted optics. Essentially, it would become a full color, "heads-up display" (HUD) at a large scale. Analogously the upper window panels could use well proven architectural projection in tandem with switchable, "smart" privacy glass as a projection surface for the show mode.

The point remains the same. We will only propose proven and rigorous technology solutions for installation yet we want to anticipate what will be current, or even forward looking, in 2015 versus proposing solutions that are already looking dated in 2012.

Our team is deeply experienced with unconventional projection mapping technologies, having completed formative work at the Microsoft Visitor Center and Sydney Opera house. We are already invested in prototyping our "smart windows" approach described in this proposal.

Our primary experience design provider, Hornall Anderson, operates an on-site experience R&D lab, known as HAX.

AUDIOVISUAL PARTNER, TESTING AND INSTALLATION

SELECTION OF A WORLD-CLASS AUDIOVISUAL PARTNER

We are experienced in partnering with world-class audiovisual integrators in New York City and are uniquely qualified to support all aspects of installation and ongoing support.

PRE-INSTALL TESTING

We replicate the designed experiences within Hornall Anderson's HAX lab, on the specified hardware to ensure developed applications function as intended. This process streamlines integration and replication of the experience on-site while reducing potential issues.

INSTALLATION

Our team leads the physical installation of all hardware, components and networking, as well as ensures hardware integration is seamless within fabricated pieces and meets the overall design intent.

TESTING

Prior to installation, we will develop a comprehensive on-site testing plan, comprised of a multitude of scenarios designed to test all features of the experience. Once all of the hardware and requisite networking is in place and operational, we will install all applications and work with the integrator and/or specialists to fine tune timing/sequencing and audio and lighting levels within the space.

We will also work to determine appropriate times for automated start-up and shut down scripting and scheduled maintenance.

MAINTAINING THE OBSERVATORY EXPERIENCE

Our operations team will have the tools, documentation, training and support that enable the administration of the experience, with expert additional support available at a moment's notice.

SOFTWARE GUARANTEE

Any specially-developed software will have a limited warranty. Resources to provide additional support, content updates and post-launch modifications will be supplied, as necessary or desired.

MAINTENANCE AND SERVICE LEVEL AGREEMENTS

Our local audiovisual partner will be on call for maintenance issues and routine service. A multi-year service contract will also be provided, specifically delineating service level terms regarding turnaround time for a technician's deployment. Escalation and troubleshooting procedures will be put in place to help avoid unnecessary site visits by a technician.

CRITICAL SPARES

A list of "critical spares" will be generated to allow broken equipment to be quickly replaced. Downtime is minimized and long equipment order lead times are avoided.

Recommendations on critical spare quantities will be based on:

- Function
- Cost
- Availability of items
- Average product lifespan

SETTING THE TONE FOR OUR PARTNERSHIP

We draw on past success and collaboration in working with our selected team. In this endeavor, we will utilize our unique skills and knowledge of key factors such as local government regulations, employment community and environmental issues as required to successfully achieve our objective.

PROJECT MANAGEMENT PROCESS

Our selected team includes experienced professionals whose industry and market knowledge enables them not only to navigate local requirements seamlessly, but to also maximize a wealth of information, resources and tools at their disposal. Jones Lang LaSalle will lead our team, serving as a single service provider throughout the lifecycle of a project, with the risks inherent at each stage mitigated and professionally managed.

TEAM COOPERATION IS THE KEY TO GAINING MOMENTUM

We have assembled the key members of our team and have developed a cohesive strategy and program that supports our vision and all activity in the initial conceptual planning and programming. Therefore, as we embark on verifying the conceptual brief and schematic phase activities, we must capitalize on our existing vision while providing a realistic assessment of all necessary project elements and steps to achieve success on each project. To meet those objectives, our transition and validation process will encompass the following key activities:

- Work closely with the Owner to review our team's vision and objectives
- Review all programmatic and infrastructure requirements with the owner to ensure an efficient and sustainable approach in achieving our goals
- Identify project constraints
- Further review the project budget, schedule, and critical milestones
- Assemble data, analyze and validate development concepts and teams
- Verify all critical path activities and review procedures with the Owner
- Establish management procedures
- Develop a comprehensive development management plan

SCHEDULING AND SCHEDULE MANAGEMENT

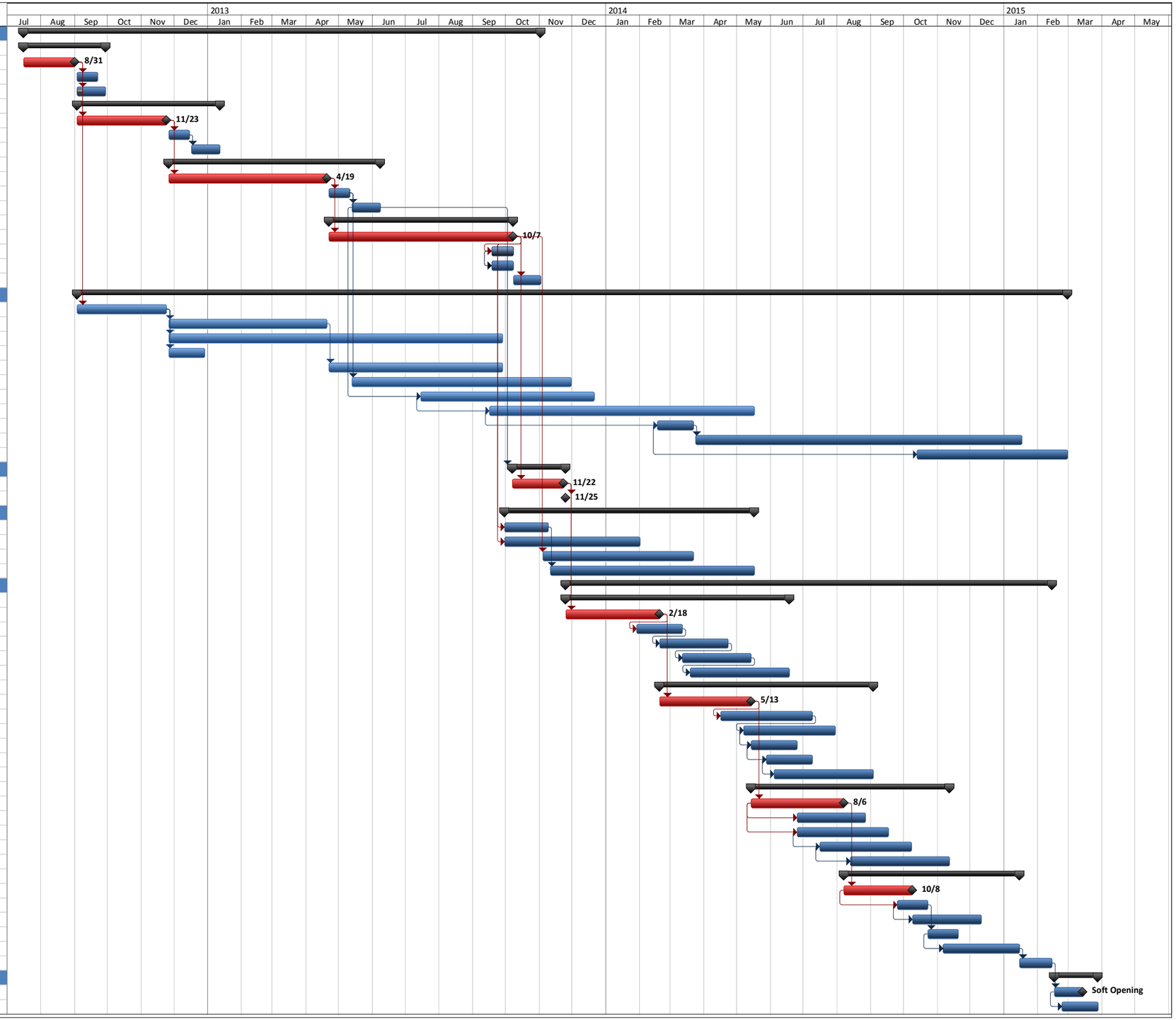
Schedule Management focuses on understanding how all project activities impact the project milestones and ultimately our completion date. The development of the overall master project schedule reflects activity of key milestones and deliverables fostering team accountability which is critical for schedule maintenance.

ACHIEVING THE PROJECT SCHEDULE

Our project is scheduled for achieving a substantial completion date by Q1 of 2015 allowing sufficient time for proper project close-out and soft opening by March 13, 2015. Our team will take full responsibility for every detail necessary to successfully complete the project in managing all phases and activities. In order to fully understand the time constraints of the project schedule, JLL will produce a master schedule, incorporating the following critical activity and milestones:

- Required milestones for proper Owner approvals
- Lead time for fabricating mock-ups and development of the proper technology
- Capacity of vertical transportation for movement of material, manpower, debris and FF&E
- Time requirements for design, purchasing, fabrication and installation of FF&E
- Logistics in phasing the B2 level construction while minimizing impacts to building operations and public circulation.
- Coordination of the proposed MEP equipment, phasing, and complete integration.
- Installation and development of all IT and technology

ID	Task Name	Duration	Start	Finish
1	**Design Phase**	**68 wks**	**Mon 7/16/12**	**Fri 11/1/13**
2	**Concept Design**	**11 wks**	**Mon 7/16/12**	**Fri 9/28/12**
3	Content Development	7 wks	Mon 7/16/12	Fri 8/31/12
4	Concept Design Budget Review	3 wks	Mon 9/3/12	Fri 9/21/12
5	Client/Port Authority Review and Approval	4 wks	Mon 9/3/12	Fri 9/28/12
6	**Schematic Design**	**19 wks**	**Mon 9/3/12**	**Fri 1/11/13**
7	100% Schematic Design Drawings	12 wks	Mon 9/3/12	Fri 11/23/12
8	100% Schematic Design Budget Review	3 wks	Mon 11/26/12	Fri 12/14/12
9	Client/Port Authority Review and Approval	4 wks	Mon 12/17/12	Fri 1/11/13
10	**Design Development**	**28 wks**	**Mon 11/26/12**	**Fri 6/7/13**
11	100% Design Development Drawings	21 wks	Mon 11/26/12	Fri 4/19/13
12	100% Design Development Budget Review	3 wks	Mon 4/22/13	Fri 5/10/13
13	Client/Port Authority Review and Approval	4 wks	Mon 5/13/13	Fri 6/7/13
14	**Construction Documents**	**24.2 wks**	**Mon 4/22/13**	**Mon 10/7/13**
15	90% Construction Documents	24.2 wks	Mon 4/22/13	Mon 10/7/13
16	CD Budget Review	2.8 wks	Wed 9/18/13	Mon 10/7/13
17	Client/Port Authority Review and Approval	2.8 wks	Wed 9/18/13	Mon 10/7/13
18	100% Construction Documents	3.8 wks	Tue 10/8/13	Fri 11/1/13
19	**Experience Design and Installation**	**130 wks**	**Mon 9/3/12**	**Fri 2/27/15**
20	Experience Concept Design	12 wks	Mon 9/3/12	Fri 11/23/12
21	Design Development	21 wks	Mon 11/26/12	Fri 4/19/13
22	Experience Engineering	44 wks	Mon 11/26/12	Fri 9/27/13
23	Pricing and Value Engineering	5 wks	Mon 11/26/12	Fri 12/28/12
24	Exhibit Pre-Construction	23 wks	Mon 4/22/13	Fri 9/27/13
25	Purchasing	29 wks	Mon 5/13/13	Fri 11/29/13
26	Shop Drawings and Prototyping	23 wks	Mon 7/15/13	Fri 12/20/13
27	Fabrication	35 wks	Mon 9/16/13	Fri 5/16/14
28	Pre-Installation and Testing	5 wks	Mon 2/17/14	Fri 3/21/14
29	Installation	43 wks	Mon 3/24/14	Fri 1/16/15
30	On-site Testing and Commissioning	20 wks	Mon 10/13/14	Fri 2/27/15
31	**Permitting**	**7 wks**	**Mon 10/7/13**	**Mon 11/25/13**
32	Submit 90% CD to Port Authority	7 wks	Mon 10/7/13	Fri 11/22/13
33	Receive Building Permits	0 wks	Mon 11/25/13	Mon 11/25/13
34	**Procurement**	**33 wks**	**Mon 9/30/13**	**Fri 5/16/14**
35	Bid/Award Specialty Items	6 wks	Mon 9/30/13	Fri 11/8/13
36	Bid/Award Trade Subcontractors	18 wks	Mon 9/30/13	Fri 1/31/14
37	FF&E Procurement	20 wks	Mon 11/4/13	Fri 3/21/14
38	Submittals, Fabricate Specialty Items	27 wks	Mon 11/11/13	Fri 5/16/14
39	**Construction**	**64 wks**	**Mon 11/25/13**	**Fri 2/13/15**
40	**Floor 100**	**29.4 wks**	**Mon 11/25/13**	**Tue 6/17/14**
41	MEP & Technology Rough-in	12.4 wks	Mon 11/25/13	Tue 2/18/14
42	Wall Framing & Partitions	6 wks	Wed 1/29/14	Tue 3/11/14
43	Wall Coverings, Ceiling & Floor Finishes	9 wks	Wed 2/19/14	Tue 4/22/14
44	Millwork and Toilet Specialty Items	9 wks	Wed 3/12/14	Tue 5/13/14
45	Install Technology Items	13 wks	Wed 3/19/14	Tue 6/17/14
46	**Floor 101**	**28 wks**	**Wed 2/19/14**	**Tue 9/2/14**
47	MEP & Technology Rough-in	12 wks	Wed 2/19/14	Tue 5/13/14
48	Wall Framing & Partitions	12 wks	Wed 4/16/14	Tue 7/8/14
49	Wall Coverings, Ceiling & Floor Finishes	12 wks	Wed 5/7/14	Tue 7/29/14
50	Escalator Installation to Floor 102	6 wks	Wed 5/14/14	Tue 6/24/14
51	Millwork and Toilet Specialty Items	6 wks	Wed 5/28/14	Tue 7/8/14
52	Install Technology Items	13 wks	Wed 6/4/14	Tue 9/2/14
53	**Floor 102**	**26 wks**	**Wed 5/14/14**	**Tue 11/11/14**
54	MEP & Technology Rough-in	12.2 wks	Wed 5/14/14	Wed 8/6/14
55	Glass Catwalk & LULA Elevator	9 wks	Wed 6/25/14	Tue 8/26/14
56	Wall Framing & Partitions	12 wks	Wed 6/25/14	Tue 9/16/14
57	Wall Coverings, Ceiling & Floor Finishes	12 wks	Wed 7/16/14	Tue 10/7/14
58	Install Technology Items	13 wks	Wed 8/13/14	Tue 11/11/14
59	**Level B2**	**23 wks**	**Thu 8/7/14**	**Wed 1/14/15**
60	MEP & Technology Rough-in	9 wks	Thu 8/7/14	Wed 10/8/14
61	Wall Framing & Partitions	4 wks	Thu 9/25/14	Wed 10/22/14
62	Wall Coverings, Ceiling & Floor Finishes	9 wks	Thu 10/9/14	Wed 12/10/14
63	Millwork and Security Stations	4 wks	Thu 10/23/14	Wed 11/19/14
64	Install Technology Items	10 wks	Thu 11/6/14	Wed 1/14/15
65	FF&E Installations	22 days	Thu 1/15/15	Fri 2/13/15
66	**Completion**	**6 wks**	**Mon 2/16/15**	**Fri 3/27/15**
67	Soft Opening	4 wks	Mon 2/16/15	Fri 3/13/15
68	Close-Out	5 wks	Mon 2/23/15	Fri 3/27/15



MANAGEMENT PHILOSOPHY

SERVICE STATEMENT

"Deliver a consistently exciting, entertaining, rewarding, and superior guest experience."

GUIDING PRINCIPAL & CORE VALUES

Passion

- *The Eye of the World* is a once-in-a-lifetime experience, a must-see to any international, domestic, and local "tourist"
- We are passionate about what we offer and the service we provide our guests

Teamwork With a common purpose, we rely on one another to deliver excellence

Pride We take pride in all that we do, and in our association with *The Eye of the World*.

Mission

- Take care of our guests
- Take care of our stakeholders
- Take care of our employees
- Operate efficiently and safely

MANAGEMENT APPROACH

Hands-on, experienced, no-nonsense approach. We have the best experience and track record of working with an international icon, a complicated multi-use asset, and represent quality. We know this business. Our experience and success drives our planning and execution.

Sales we know the New York City international, domestic, and local "tourist"

Marketing we target channels with proven production for low discounts / incentives by connecting directly with the consumer

Knowledge we know the demographic of the marketplace

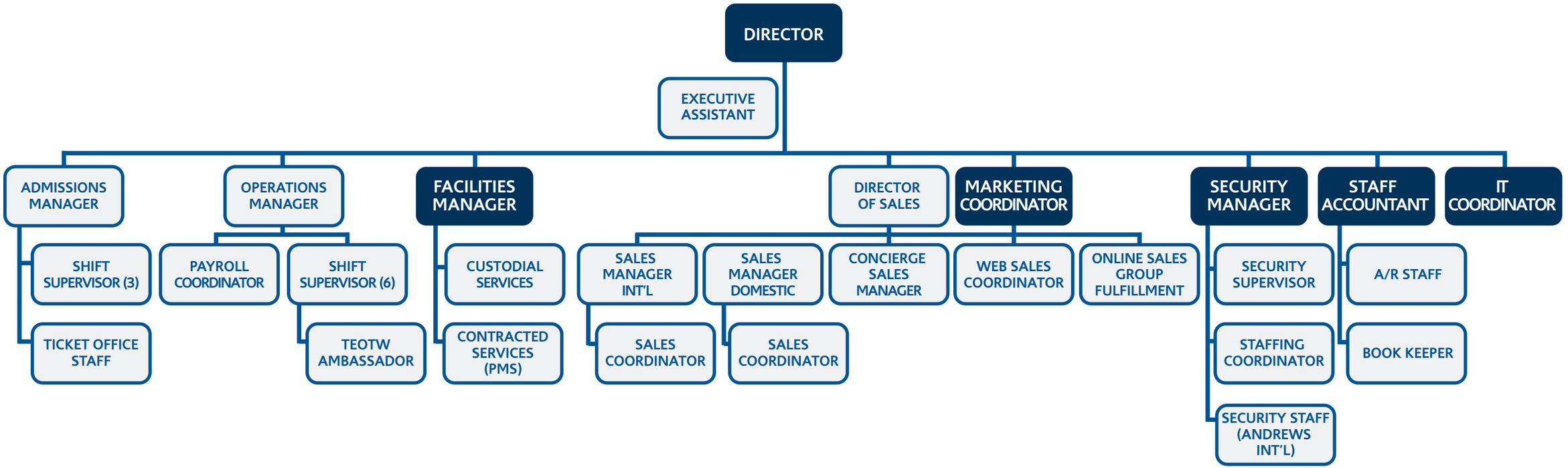
Public Relations we are effective in brand building and co-branding with key constituencies… over 1 billion impressions annually in print, broadcast, and social media

Operations from arrival to departure, we understand security, admissions, operations, and custodial

Quality Management we monitor and benchmark against our service ambition

ORGANIZATIONAL STRUCTURE

Certain aspects will be handled by our existing management team to ensure consistent quality and service delivery. Key operations will be supervised by on-site dedicated management and staff.



Indicates reporting relationship to respective ESB functional director/Owner

SALES APPROACH

MARKET REVIEW

Lower Manhattan has a long-standing tradition as a travel and tourism destination. Key attractions include the Statue of Liberty, Ellis Island, the NY Stock Exchange, and two branches of the Smithsonian. The National September 11 Memorial, even in its currently limited access, is a major new draw. The upcoming museum opening and the Calatrava Transit Hub will bring new focus and attention to the area. Correctly executed, *The Eye of the World* can capture new visitors, and crowd out other attractions to be a winner in competition for tourists in general, and the winner in Lower Manhattan.

TOURISM OVERVIEW

New York City welcomed a record 50.5 million visitors in 2011, a 3.5% increase over 2010 maintaining its position as the most visited destination in the United States. But performance was uneven amongst the traditional top tourism destinations. The Empire State Building set an attendance record, in spite of a record number of "zero visibility" days during peak tourist times, while other attractions either stayed stable or declined. Lower Manhattan annual visitor count reached nine million in 2011. Under the current New York City administration, there have been efforts to promote Lower Manhattan as a tourism destination. NYC & Company has committed to an on-going promotional campaign.

SALES STRATEGY

To make *The Eye of the World* a must-see attraction requires awareness raising to the most critical sources of tourists who have a per cap spend high enough to pay for the attraction. Success will require years of outreach and cultivation to make *The Eye of the World* the priority paid attraction in Lower Manhattan. A visit to New York City is expensive, competition for the tourist spend is high, and Statue of Liberty, Ellis Island, and the new National September 11 Memorial are all highly priced and competitive attractions which consume potential tourist spend and time. The two things which determine what tourists will or will not do in New York City are time and money. *The Eye of the World* must be a priority for tourists' time and money before they arrive in New York City.

Web Sales The most profitable source of traffic and the best source for upsales, all guests, regardless of purchase point, will be offered the option of purchasing a VIP pass allowing front of line privileges and access to "The Bridge of the Eye." Web sales will offer a printable, scanable ticket. Web sales will also be printable at a kiosk.

Box Office Sales The second most profitable source of traffic is Box Office. Purchasing tickets onsite will be made as easy as possible, offering kiosks capable of transacting in multiple languages in addition to in person sales. Upsales are critical, all guests, regardless of purchase point, will be offered the option of purchasing a VIP pass allowing front of line privileges and access to "The Bridge of the Eye."

Tour and Travel Sales The least profitable source of traffic, but useful for targeted "off-peak" traffic times, Tour and Travel Sales operate by discounts.

In all cases marketing and sales will commence well in advance of opening.

TARGETED TOUR & TRAVEL SEGMENTS

Domestic Market

Individual Travelers

Online Sales

Attraction Passes - bundled attractions at a single price point

In Market Sales - hotel concierges, tour guides, local tour operators, and complementary attractions.

Day Tourists/"Staycationers"

Group Tours

Offer timed admission at primarily off peak times

- Student groups - develop curriculum, build brand with key cohort.
- Affinity groups - convention groups, alumni tours, reunions
- Bus tour companies

International Markets

- These guests spend more, do more activities, and stay longer than domestic guests, brand development to build word of mouth is critical
- Strongest feeders Canada, UK, Germany, France, Italy, and Spain
- Growing markets Australia, Brazil, China, India, South Korea

OUTREACH PROGRAMS

Sales Missions and Trade Shows

- Industry sales cycle can run from a matter of days for online partners up to eighteen months for international receptives.
- Attend industry events to build buzz, awareness, and brand
- Local Partnerships—Companies who are well established in the local market bring a ready-made clientele list, and will assist our team in launching rapidly from the starting blocks.
- We know and have relationships with key local partners.

SALES APPROACH

SALES TIMELINE

Assuming a March 2015 launch, we propose the following timeline for the implementation of the sales plan:

Market	Outreach Launch	ROI Timeline
Online Travel Agencies (OTAs)	Q4 2014	Q1 2015
Attraction Passes	Q2 2014	Q1 2015
Intl Growth Markets	Q2 2013	Q1 2015
Traditional Intl Markets	Q2 2013	Q1 2015
Domestic Market	Q3 2014	Q2 2015
Local Markets	Q4 2014	Q1 2015
In Market Sales	Q4 2014	Q1 2015
Non Traditional Resellers	Q4 2014	Q1 2015
Student Groups	Q3 2014	Q2 2015

COMPETITIVE REVIEW

Empire State Building - the two experiences will be dramatically different

Statue of Liberty - competes for time and money, and often time-consuming entry process

Twin America Hop On Hop Off Tours - top tier partnership opportunity, routes close to *The Eye of the World*, challenge is getting guests off the bus downtown

- Most passengers board in Times Square, and the company runs at capacity most of the summer season
- Tourist concerns about getting back on the bus if they exit downtown

WTC Memorial and Museum

- Memorial attracts tourists, Museum will compete for tourist time and money
- Good opportunities for cross promotion
- Impact on existing attractions, with strong tourism draw

Top of the Rock - midtown location, shorter lines, timed ticketing due to excess capacity, short walk northeast of the Times Square area

Madame Tussaud's - most visited non-observatory attraction, Times Square location

- Rise of Lower Manhattan probably viewed as a threat
- Active in partnering with other local attractions

PRICING

General Admission - Pricing will be competitive with other NY observatories and attractions (see below chart), currently proposed at $25 per adult. VIP options to allow guests to skip all lines and access to "The Bridge of the Eye."

Tour Operator and Strategic Partner pricing - Tiered discount pricing based on sales volume will be available to the tour and travel industry.

- Prospective partners wishing preferred rates will be required to submit proof of legitimacy within the travel industry, as proven by vetted association memberships or references.
- Prospective partners wishing to establish a voucher program or open a line of credit will be required to submit to a credit check prior to *The Eye of the World* sales. All credit terms will be net 30.

(ALL ADULT PRICES)

	2012	
Empire State Building Observatory		$ 23
Top of the Rock		$ 25
Metropolitan Museum of Art		$ 25
Guggenheim Museum		$ 18
American Museum of Natural History		$ 19
Museum of Modern Art		$ 25
Circle Line 42nd Street Sightseeing		$ 38
Madame Tussauds		$ 36
Circle Line Downtown		$ 26
Statue Cruises		$ 13
9/11 Museum	(estimated)	$ 25

MARKETING

POSITIONING - *THE EYE OF THE WORLD*

Innovation, modernity, breathtaking, stylish, dynamic, unparalleled, awe-inspiring.

PRODUCT CORE VALUES

***The Eye of the World* is** for New Yorkers	***The Eye of the World* is** for international visitors	***The Eye of the World* is** for the people	***The Eye of the World* is NOT**
A must-do	Design	Inspiring	Tacky
Momentous	A new icon	Community focused	Frivolous
Breathtaking	The future	Dignified	Political
Wondrous	Best in class	An attraction	Morbid
Exciting	History making	Key to any NYC visit	Somber
Unforgettable	Innovative		Overly commercial
Exhilirating	A must-do		Subject to external noise

NAMING DIRECTION

Create a name that no one else can own. No comparables. No competitors.

THE EYE OF THE WORLD

THE EYE OF THE WORLD: A whole new point of view.

BRAND LANGUAGE AND TONE OF VOICE

One World Trade Center represents	Optimism	Excitement	Technology	Power	Enterprise	Uniqueness	International commerce	Neighborhood
Brand voice is	Exciting	Sophisticated	Inspiring	Aspirational	Educational	Informative		

MARKETING

ART DIRECTION: MOOD BOARD

MARKETING

MEDIA OBJECTIVES

Achieve maximum awareness and visitation to *The Eye of the World*

Build a community (both virtual and physical) following and audience for programming and events

Create high levels of website traffic to ensure traction and high levels of online transactions (which yield higher AOV's)

APPROACH

- Activate a diverse media campaign to create anticipation, build awareness and excitement about the Observatory with an efficient and effective approach
- Engage travel and tourism media and blogger community to increase the WOM, awareness to ensure a successful launch
- Develop media program reaching our target across multiple communication channels before, during and after opening
- Target media placements by segment at multiple communication touch points
- Local, Regional, Domestic, International

MEDIA ACTIVATION

- OOH – Billboards, Subway Entrance/Bus Shelters, Kiosks, Street Pole Banners, Taxi TV, Ferry Wraps
- Train/Subway Stations – Monitors, Billboards, Wraps, Ticket Stubs, Display Space
- Digital – Rich Media on Premium Sites + Standard Banners on Networks
- Local, National and International Tourism Trade Print (Maps/Guides/Hotels Guestbooks/Brochures/B2B
- Newspapers
- Airport/Airline Channels: Signage, Monitors, Magazines, etc.
- Digital Premium Websites
- Digital Networks
- Search Engine Optimization
- Paid Keyword Search
- Social Media Placements

BUZZ BUILDING / BRANDING

Deploy strategies to develop "front-of-mind" awareness for *The Eye of the World* in the public conscience

- On-Site Location Film and Photo Shoots
- Celebrity and Dignitary Visits
- Media Visits and Publicity
- Media/Crisis Communications
- Website Presence and Social Media
- Corporate Affinity / Co-Branding

ON-SITE BRANDING & SIGNAGE

Incorporate our brand concept into welcome area signage as well as for way finding in coordination with Owner.

SECURITY

Andrews International, Inc. (AI) is our proven partner since 1998 with experience in handling prominent terror targets. TSA level and higher screening, the handling of prohibited/restricted items, K9 explosive detection, DHS Safety Act certification, armed and unarmed coverage, law enforcement coordination, and daily fluctuations in staff. AI was selected to provide security services to the 9/11 Memorial and Museum screening. Security will work seamlessly and integrated with Port Authority and *The Eye of the World* security. James Wood, President, Joseph Tuccio, Vice President, New York Operations and Art Stromstedt, Senior Director, New York Operations are the key managers who will lead our team in building our start-up and implementation plans and training.

Recruitment – Exceptional People
Internal transfers of existing AI employees. The Eye of the World start-up personnel will be populated with experienced professionals from our operations and ready for advancement and newly trained positions.

Professional Training
Basic Pre-Assignment Training. Pre-assignment training typically encompasses state and/or local licensing requirements, orientation, and CPR/AED/Blood-Borne pathogen training.

Post-Assignment / Site-Specific Training. AI will incorporate intelligence gained from training at their neighboring 9/11 Memorial and Museum site in this phase.

Continuing Education/On-The-Job Training. Regular continuing education and enhancement training.

Supervision and Management
Multi-layered network of support, from supervisory and account management personnel who provide hands-on training and continuous oversight to executive leaders who are directly involved with daily operations and client relations.

Advanced Technology Solutions
Robust video coverage of the B2 floor and all observation deck floors capable of full 4-CIF video quality with a recording rate of 15 images per second on each channel simultaneously. The VSS system will be digitally recorded 24 hours per day, 7 days per week. Video analytics are assigned to specified cameras and can provide notifications upon particular events including objects left behind, loitering, slip and fall, virtual fence, and zoning; each of which will send an alert to the SCC upon activation. A Facial Recognition System will compare facial data contained in the FRS watch list database. Our team responsible for *The Eye of the World* will be alert for opportunities to better serve you by taking advantage of the industry's leading technology. X-ray machines and Magnetometers will be used as a security tool to process visitor.

ADMISSIONS

Ticketing
Design consideration includes a throughput capacity based on real-time observations at the Empire State Building Observatory. These include a thorough understanding of number of transaction per hour, per cashier, and the number of guests per transaction. Our programming required, based on the anticipated overall admissions includes the following:

a. Eight (8) ticket windows to handle the general walk-up traffic and group sales' will-call needs.
b. Six (6) self-serve kiosks where guests can either 1) purchase tickets, 2) print their on-line order, or 3) purchase additional upgrades.

Cash controls
Despite a concerted effort to divert as much sales to our website, the cash volume transacted at the box office will likely exceed $20M annually. We will conduct daily reconciliation process to minimize shrinkage.

CUSTODIAL SERVICES

Cleanliness is integral to the tourist experience. A clean comfortable environment is part of branding and word-of-mouth. Our staff receives customer service training, as well as safety and procedural training. The paper products and chemicals we use are green seal certified.

The custodial operation at the observatory is a 24/7 operation although the proposed operating hours are from 8am-1am Monday through Sunday; the hours of 1am-8am are used for detailed maintenance and cleaning. We will provide the required staffing based upon volume and business needs and will adjust staff as it relates to increase or decrease in tourist traffic. Each shift will have a foreman to supervise and guide staff.

We understand the scheduling of shifts, number of staff required, and operating realities of an attraction with millions of visitors annually, particularly those periods in which an excess of 20,000 visitors may be experienced for weeks on end.

CONCESSION OPERATIONS

Our concession partners understand uniform and grooming standards, standard customer service practices, and professional sales training. At time of submission, we include HMS Host as our preferred partner to service the gift shop operation.

HMS Host HMS Host operates installations from NASA's Visitors Center in Houston, TX to the Empire State Building and serves over 160 million customers a year throughout their network. HMS Host specializes in location specific/ unique merchandise. HMS Host executes at a high level through peak and off-peak seasons.

Audio Tour – Downloadable Application We intend to offer a mobile application audio tour solution. We will educate customers and provide high speed wireless capacity to download.

Photo Concession We will deploy the latest in technology and product service for our photo concession, moving beyond the "green screen", hard copy sample, and manual check-out of our present vendor.

QUALITY MANAGEMENT - A WORLD CLASS EXPERIENCE

We believe in a multi-layer process to ensure an extraordinary experience.

People create the experience

The Eye of the World will be a must see attraction for all visitors coming to NYC, and our Ambassadors play an essential role in elevating the emotional content of the experience. To that end, the screening, selection, orientation and training processes of our staff are essential to ensuring a world class experience.

Selection & Recruiting Process to Enhance the Guest Experience and Improve Customer Satisfaction

Hiring well suited employees who want the job leads to higher retention and customer satisfaction. Turnover and poorly trained replacements are the biggest dangers to an experience-driven attraction. Personality trait screening process identifies ideal candidates. We test for: extroversion, dependability, assertiveness, achievement striving, stress tolerance, and cognitive skills. Each candidate score is measured against a benchmark of reference developed by experienced professionals at the Empire State Building Observatory.

Training Process for all Ambassadors The on-boarding process for all employees will include:

Orientation – duration two (2) hours, this includes a PowerPoint presentation of our service culture.

Guest Service Workshop & Classroom Training

- The workshop simulates all posts/positions (duties/scripting) and includes guidelines tackling: a) Body Language; b) Going Above & Beyond; c) Guest Service Rehearsal.
- Classroom training time (post descriptions, duties, functions, and scripting) will require an initial eight (8) hours of training.

Delivering on expectations

"Inspect what you expect" guides our management approach. Quantifying quality provides the management team critical metrics to measure our service delivery. These systems allow us to quickly identify and focus on core trends/service delivery issues which in turn dictate and drive change.

Intercept Studies

- Proposer will contract with an independent firm to conduct semi-annual in-depth guest surveys. These surveys will not only provide the management team with essential demographics information, it will also provide qualitative data about the observatory experience
- Quantitative study measures satisfaction levels with all elements within the attraction, and against expectations.
- Findings define the corrective course of action.

Observatory Experience Audits

- The Proposer will contract with an independent hospitality audit firm to conduct ten (10) monthly audits of the observatory experience.
- The audit includes the entire Guest experience and the points of contact with any of our Ambassadors: from rating the telephone inquiry in advance of the visit, to the last interaction as the auditor leaves the building.
- The reports provide the management team with clear opportunities for improvement.

On-going Guest comments from our Website and/or Order Support With a dedicated Web Sales Coordinator on staff, Proposer will respond to all inquiries and order support issues within 24 hours of notification.

On-going Yelp! & Trip Advisory customer reviews Monitoring online chatter and overall product sentiment is an essential component of our social media initiative. Daily reviews of popular social sites that rate attractions will enable the team to promptly address any deficiencies.

Service Recovery

- While we will strive for excellence, we realize that on occasion, we may fall short of expectations. On those rare occasions, the front-line supervisory personnel will be empowered to resolve any Guest challenge, with the goal of converting them into a brand ambassador.
- The team will have a host of options to resolve a guest concern ranging from the ability to issue complimentary tickets to return at another time to issuing/authorizing a refund, as a last resort.

The Physical Plant

Our goal is to deliver a seamless experience to our Guests. As guests proceed from the ground level and make their way to the 102nd floor viewing gallery, it is imperative to provide them with a safe, spotless, and fully functional environment. We propose to engineer a multi-layered, interdepartmental facility condition process.

Facility Condition Process

Pre-Opening Daily, and upon arrival on site, the manager on duty conducts an initial facility inspection, following the Guest route, to identify/communicate and initiate corrective actions wherever a deficiency exists.

At Opening As our Ambassadors are dispatched to their respective posts, they are responsible for reporting any observed deficiencies. Everyone on the team is responsible for reporting sub-par conditions throughout the day.

Daily The Facilities Manager and the Operations Manager will be required to conduct a thorough inspection upon arrival on site.

Weekly

- The team will conduct a formal facility inspection that will include the Facilities Manager, the Custodial Manager, and the Operations Manager, that will result in a documented list of deficiencies, and required follow-ups.
- The Director of the Observatory will conduct his own facility walk-through and report deficiencies to the supporting teams.

Bi-weekly

- The senior management team (sales, operations, maintenance) will inspect the Guest route and seek opportunity to further elevate our facility condition, and consequently the Guest experience.

EMPIRE STATE BUILDING COMPANY L.L.C.

PROJECT EXPERIENCE

In 2006, day-to-day operational control of ESB shifted fully to Malkin Holdings and ESBC. Mr. Anthony Malkin and his team of executives at Malkin Holdings undertook the development and execution of an aggressive multi-year plan to repurpose and reposition completely all operations and activities at ESB.

One by one, bad practices were identified, best practices were defined, a world-class executive team was recruited, and working within an existing operation, all aspects of ESB have been transformed/are being transformed to best-in-class as measured by international standards. Working together in a complex environment, the team proposed herein has demonstrated its ability to perform in one of the world's largest, multi-use buildings.

The ESB executive team and external partners are carefully selected due to their proven track record to meet and exceed benchmarks for challenging, large-scale programs. ESBC has already identified and will be prepared to discuss with One World Trade Center additional team members in design, execution, OWTCOD specific retail, photo feature, audio tour, and interactive feature attraction engagement to ensure the unique, world leading, and resounding success of the Observatory Deck project.

OPERATIONAL CAPABILITIES

Observatory sales have grown by more than 39% over the last four years–a direct result of unprecedented development of expertise in sales, marketing, branding, public relations, and advertising. Through our strategic domestic and international efforts, our management team has implemented numerous tactics to become a leader in identifying best practices for individual and group ticket sales, pricing, upsell techniques, and e-commerce. We have also proven the ability to increase tourism sales as a result of efforts to grow partnerships with our tour and travel partners. By way of our digital and social media programming, we're in conversation with ESBO fans from around the globe, sharing engaging information and content every day. Additionally, our unique public relations programming, aforementioned, generates billions of media impressions internationally every year.

DEVELOPMENT CAPABILITIES

Announced in October 2007, the Empire State Building's more than $550 million Empire State ReBuilding program has touched on all tenant and visitor experiences from restoration to reinvention and modernization of the iconic landmark by restoring its 1931 Art Deco grandeur while adding state-of-the-art enhancements. At the center of the program is the concluded, complete restoration and recreation of the famous Art Deco lobby, long hidden by 1960s "modernization," along with special entrances and new traffic flow to separate office tenants and their visitors from tourists visiting the ESBO. In 2010, the lobby restoration was recognized by the Municipal Art Society of New York with the MASterworks Best Historical Restoration Award and the National Trust for Historic Preservation's Preservation Honor Award.

A key element of the program focuses on ESBO exclusively including a comprehensive set of changes which have been envisioned, planned, and scheduled for the complete operational and aesthetic elevation of the overall visitor experience. Included in said plans have been new visitor routing; new queuing, security, and ticket sales; a new $2.0 million multi-media energy efficiency exhibit; the 80th floor "Completion by May 1, 1931" history of the construction of ESB exhibit; new function space; and a relocation of the retail shops on the 86th floor observatory to a new "dump" retail shop on the 80th floor.

The truly remarkable accomplishment in the ESBO transformation, for which there are yet further stages to be installed and unveiled, is that all work to date has been accomplished in the midst of a total building renovation in the building without any physical separation between ESBO and ESB operations and that throughout the process ESBO continued to operate without interruption, setting successive, annual record top line and bottom line performance. These accomplishments are all the more impressive given that at the same time, the Skyride attraction, separately owned and operated under a lease executed under prior management, competes for visitors with ESBO.

All the work for ESBO has been coordinated around major ESB rewiring, replumbing, asbestos abatement and removal, demolition, new tenant installation, and broadcast work. Virtually all building systems for ESBO are shared with general building operations, including the elevators which are now in the midst of a total modernization program with Otis Elevators Company. Yet ESBO pricing, top line, bottom line, and customer satisfaction are all at record levels.

The Malkin Holdings team which conceived and executed the total Empire State ReBuilding program, has completed or has underway an additional $750 million of repositioning work throughout the balance of its Manhattan portfolio of approximately 5.5 million square feet of office and retail properties.

PROJECT EXPERIENCES AND REFERENCES

VENUE / ATTRACTION NAME

Empire State Building Observatory

PROJECT LOCATION

350 5th Avenue New York, NY 10118

SERVICES PROVIDED/BUSINESS STRUCTURE

ESBC and Malkin Holdings directs and manages all aspects of ESBO's business – from strategic and capital improvement planning to providing management oversight of all operational disciplines to include: sales and marketing, admission systems, facility maintenance, finance services, information technology, and security services. Proposer has handled every aspect of the redevelopment, implementation, and execution with accountability for all aspects of performance.

ANNUAL ATTENDANCE FOR THE VENUE/ATTRACTION

ESBO	2006	2007	2008	2009	2010	2011
Admissions (000)	3,627	3,672	4,022	3,745	4,026	4,063

ANNUAL REVENUE/PROFIT FROM THE VENUE/ATTRACTION

ESBO	2006	2007	2008	2009	2010	2011
Revenue	$ 50,694,517	$ 57,289,541	$ 65,789,600	$ 64,465,576	$ 70,601,096	$ 73,278,624
Operating Profit	$ 40,172,884	$ 44,028,700	$ 49,186,718	$ 45,535,698	$ 49,731,445	$ 50,962,294

PROJECT OPENING DATE (MONTH AND YEAR)

May 1931

CURRENT STATUS / INVOLVEMENT

ESBC directs and manages all aspects of ESBO's business as described under "Services Provided/Business Structure."

REFERENCES

Tourism Trade references

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PROJECT EXPERIENCES AND REFERENCES

SAFETY RECORD FOR THESE VENUES / ATTRACTIONS

ESBC has documented 25 incidents of accidents/injuries over the last 5 years (2006, 07, 08, 09, 10) associated with the observatory operation. Only one of these incidents was material, a successful suicide by a varsity college athlete. Over the same period, the observatory hosted over 19 million visitors. There have been occasional incidents of discovery of weapons from visitors during routine security checks. There were no weapons-related accidents/injuries.

EXPERIENCE IN USING LARGE-VOLUME TICKETING SYSTEMS (including web based, kiosks, etc.)

ESB currently uses a state-of-the-art Admission Control and ticketing system provided by Gateway Ticketing Systems; ESB has been using their software for over 10 years. Multiple modules make up their system, however there are 3 main modules: Point of Sale (POS), web-based ticketing (eGalalxy), and Kiosk Sales. The Empire State Building Observatory processes over 4.4 million tickets annually.

A DESCRIPTION OF THE LEGAL/OPERATIONAL STRUCTURE BETWEEN THE OWNER AND THE PROPOSER AT EACH VENUE

The Empire state Building Observatory is wholly owned by Empire State Building Company L.L.C.

SECURITY PROCEDURES AT EACH VENUE

ESB has state-of-the-art security throughout, and specific security practices and procedures at ESBO. After review, it has been determined that disclosure of detailed information in a limited confidentiality environment could compromise the safety and security it is intended to provide.

In summary, our ring of protection begins on the street when tenants/guests approach the building; includes a state-of-the art-electronic surveillance/access control system; an extremely well-trained physical security team (armed and unarmed); K-9 explosive detection; and all aspects are staffed by trained professionals 24 hours a day/7 days a week. Our security apparatus incorporates its activities, from ordinary daily interaction to counter-terrorism, actively and passively directly with the NYPD, the FBI, and Homeland Security.

PROJECT TEAM

MALKIN HOLDINGS EXECUTIVE TEAM

Anthony E. Malkin, *PRESIDENT*

Anthony E. Malkin received a BA degree (cum laude) from Harvard College in 1985.

That year, Mr. Malkin joined Chemical Venture Partners, L.P., a recently formed venture capital and leveraged buyout affiliate of Chemical Bank (now CCMP Capital).

In 1989, Mr. Malkin joined Malkin Holdings. He is now president of this firm and of its affiliates, including W&H Properties. Altogether, these firms comprise the real estate acquisition, management, construction and marketing arm of the Malkin family, which has been active in real estate for four generations. Mr. Malkin's grandfather, Lawrence A. Wien started the family in the real estate business in 1929 and in 1934 created the concept of real estate syndication. Mr. Malkin works with his father and Chairman, Peter L. Malkin.

Through his real estate business, Mr. Malkin has been a leader in existing building energy efficiency retrofits through coordinating the team of Clinton Climate Initiative, Johnson Controls, Jones Lang LaSalle, and Rocky Mountain Institute in a groundbreaking project at the Empire State Building. Mr. Malkin also leads the Malkin family office in additional investments in the United States and internationally.

Mr. Malkin is a member of the Urban Land Institute, the Real Estate Roundtable and Chair of its Sustainability Policy Advisory Committee, the Board of Governors of the Real Estate Board of New York and a board member of the sustainable forestry management company Greenwood Resources, advisory board member of MissionPoint Capital Partners, member of the Committee Encouraging Corporate Philanthropy, member of the Advisory Council of the NRDC's Center for Market Innovation, and member of the Advisory Council of the Harvard Stem Cell Institute. Mr. Malkin guest lectures on real estate and family businesses at the McIntire School of Commerce at the University of Virginia.

Thomas P. Durels, *EXECUTIVE VICE PRESIDENT*

Thomas P. Durels is Executive Vice President of Malkin Holdings and Malkin Properties. Mr. Durels joined Malkin in 1990, and supervises development, property management, leasing, acquisitions, and construction.

The Malkin-owned and -operated portfolio includes in excess of 14 million sq. ft. of office, urban retail, multi-family and industrial property. Mr. Durels is also CEO of Malkin Construction.

Mr. Durels graduated from Lehigh University with a Bachelor of Science degree in Mechanical Engineering in 1983. He is a past treasurer of the Young Men's and Women's Real Estate Association, a council member of ULI and member of the Real Estate Board of New York. Mr. Durels is a NASD registered representative and licensed real estate broker in New York and Connecticut.

John E. Hogg, *SENIOR VICE PRESIDENT AND DIRECTOR OF FINANCE*

Mr. Hogg joined Malkin Holdings in 1993, and currently serves as a Senior Vice President and Director of Finance, responsible for the management of annual budgets and projections for all Malkin-supervised properties, including the iconic Empire State Building.

Working closely with the Empire State Building team since 2007, Mr. Hogg oversees all underwriting, budgets, multi-year projections and IT, closely working with the building's Observatory management to ensure streamlined processes are implemented to maximize profitability.

With extensive experience in property acquisition, mezzanine investment, financing and sale of properties, Mr. Hogg has managed $686 billion in purchases, $1.8 billion in financings, $185 million in mezzanine investments, and over $424 million in sales.

Mr. Hogg graduated from Appalachian State University and recieved an MBA from Baruch College.

PROJECT TEAM

David A. Karp *EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER*

Prior to this he was a senior partner, Managing Director, and Chief Operating Officer of Forum Partners Investment Management LLC. Forum Partners is a global real estate investment company that sponsors and manages indirect value-added real estate investment funds in Europe and Asia. Mr. Karp was responsible for managing the fund level financial strategy, overall risk management, reporting of performance and financial information at both the fund and firm levels, human resources and information technology.

From 1997 to 2005, Mr. Karp was a Co-founder, President, and Chief Financial Officer of Falcon Financial Investment Trust (NASDAQ: FLCN) a specialty-finance, mortgage REIT that provided long-term debt capital to franchised automotive dealers in the United States. The company originated approximately $750 million in loans and successfully completed $520 million in private-label loan securitizations. In March 2005, the company was acquired by iStar Financial Inc. (NYSE: SFI). Mr. Karp was responsible for strategic planning, formulating operating processes and procedures to improve loan underwriting and origination, and directing the capital markets activities of the company, which included debt and equity financing, loan securitization and rating agency, and investor relations. He also oversaw all operational aspects of the company including loan origination and servicing, human resources, financial management and legal. Mr. Karp served as a trustee on the company's board of trustees.

Prior to co-founding Falcon Financial Investment Trust's predecessor in 1997, Mr. Karp was Senior Vice President of Reichmann International, the advisor to Quantum Realty Partners, an offshore real estate investment fund sponsored by George Soros. In that role, he was responsible for the acquisition activities on behalf of Quantum Realty Partners. From 1988 to 1994, Mr. Karp was employed with The Yarmouth Group, an institutional real estate investment advisor with approximately $6.5 billion in assets under management. He served on the investment committee, led the finance department, and was instrumental in establishing the firm's restructuring and work-out advisory services group. He became a principal of the firm in 1992. Prior to that, Mr. Karp was a Vice President at Salomon Brothers Inc., where he invested the firm's capital in real estate. He began his professional career in 1983 as a commercial real estate lending officer at Citicorp Real Estate Inc.

Mr. Karp received his BA, summa cum laude, in economics from the University of California, Berkeley, and an MBA in finance and real estate from the Wharton School of the University of Pennsylvania.

Thomas N. Keltner, Jr. *GENERAL COUNSEL*

Thomas N. Keltner, Jr. is a member of Malkin Holdings LLC, which he joined in 1978 and where he is now General Counsel and a member of the Executive Committee.

He has extensive real estate and securities law experience in structuring the ownership and management, as well as the debt and equity financing, of real estate and related ventures and facilities. He has also been closely involved in the origination of formats for trademarking and licensing the marks, images and names of real estate assets.

His recent activities at the Observatory of the Empire State Building include:

- Structuring the current ownership and lease arrangements to share revenue between owner and operator in accord with federal, state and local income taxes and property taxes.
- Coordinating an expert opinion on the fair market value rent for the Observatory and similar facilities.
- Establishing a captive insurance program to access cost-effective coverages at higher amounts and for unconventional risks.

· Preparation and/or oversight of licenses with on-site vendors and service providers.

Mr. Keltner is a member of the Committee on Corporations and other Business Entities of the New York State Bar Association and was Chairman of the Real Estate Development Committee of the New York County Lawyers Association. He is a member of the Advisory Board of Stewart Title Insurance Company.

He received a J.D. degree from Columbia Law School, where he was a Harlan Fiske Stone Scholar and editor of the Columbia Journal of Transnational Law. He received his undergraduate degree with honors from Harvard College. He was a law clerk for Judge Alfred P. Murrah of the U.S. Court of Appeals for the Tenth Circuit and served as a Lieutenant (J.G.) in the U.S. Navy.

PROJECT TEAM

EMPIRE STATE BUILDING COMPANY L.L.C. KEY MANAGEMENT

Joseph G. Bellina, RPA, *GENERAL MANAGER*

Joseph G. Bellina is General Manager of the Empire State Building Company L.L.C., where his supervisory responsibilities are wide-ranging, encompassing property management, leasing, project management, security, information technology, human resources, accounting, public relations and brand development, broadcasting, and the world-famous Observatory. Mr. Bellina is a senior real estate executive who has worked with many of the top firms in New York City real estate and who has broad experience in all facets of commercial and residential real estate, including over 25 years of experience working with major owners, developers, property managers, and third-party clients, overseeing major real estate assets.

Prior to joining the Empire State Building Company, Mr. Bellina was president and principal at Property Advisors, Inc., a real estate and advisory services company. From 2005 through 2008, Mr. Bellina was with Newmark Knight Frank, serving as executive vice president and head of the property management department, reporting directly to the chairman and president, for a 40-million-square-foot portfolio of owner-managed and third-party properties.

From 2002 through 2005, he was at Macklowe Properties, where as senior vice president, he had overall responsibility for the firm's property management company, consisting of approximately six million square feet of Class-A office space and luxury rental buildings.

For 17 years prior to joining Macklowe Properties, Mr. Bellina was with Vornado Realty Trust/Mendik Realty Company, Inc., reaching the post of vice president of operations, reporting to the chief operating officer.

His responsibilities there included the overall management of approximately nine million square feet of Class-A office space.

Mr. Bellina attended Bernard M. Baruch College, graduating with a Master of Business Administration in 1989 and with a Bachelor of Business Administration (cum laude) in 1984. He is a member of Beta Gamma Sigma, an international honor society for business students.

He is a former member of the board of directors of the Real Estate Board of New York and of the board of directors of the Building Owners and Managers Association of New York (BOMA), and was treasurer of the National Jewish Medical and Research Center Dinner. Mr. Bellina is a licensed New York State Real Estate broker and New York State security guard instructor.

Jean-Yves Ghazi, *DIRECTOR OF THE OBSERVATORY*

Jean-Yves Ghazi is the Director of the Observatory at the Empire State Building.

Mr. Ghazi joined ESB in 2008 as the Director of the Observatory. With a proven track record of driving sales, profitability, service quality, and customer service satisfaction, Mr. Ghazi has spearheaded innovative marketing strategies, new product innovations, and operational enhancements at the ESBO. Under his leadership, the Observatory set new record admissions, revenues, and profit.

Mr. Ghazi began his professional hospitality career at a large water recreational park (500,000 visitors a year) in Mitchellville, Maryland, where he managed all aspects of park operations including amusement rides, water park operations, security, admissions, and maintenance.

For over 14 years, Mr. Ghazi was an integral member of Sodexho's Spirit Cruise division. His career with the company began as General Manager of the Spirit of New Jersey, a dinner cruise operation with $5 million in annual sales. Over his term, Mr. Ghazi oversaw Spirit's single largest profit center in New York City, managing a fleet of four vessels, and hosting over 250,000 passengers annually with annual sales of $23 million. Following, Mr. Ghazi served as Spirit Cruise's National Vice President of Food & Beverage, overseeing an annual cost center of $28 million. In this position, he managed all aspects of the food and beverage operations for a fleet of 14 vessels servicing six metro markets which serviced over 1.2 million passengers in the United States per year.

After several years successfully directing operations for Sodexho's Spirit Cruises, Mr. Ghazi joined Sodexho's Corporate Services team as the Vice President of Strategic Development to launch the company's first business operation in Puerto Rico. The operation successfully opened its first key account in August 2005.

Mr. Ghazi attended Texas A&M University, where he received a Bachelor of Science degree in Travel & Tourism.

PROJECT TEAM

Melanie Maasch, *DIRECTOR OF BRAND DEVELOPMENT AND PUBLIC RELATIONS*

Since joining the Empire State Building management team in early 2007, Ms. Maasch has been an integral part of the building's rebranding and repositioning as a contemporary, world-class international icon.

As the pioneering force behind all branding and public relations initiatives, Ms. Maasch oversees all events, partnerships, and sponsorships at the building, as well as overseeing and creating celebrity and dignitary visits. She manages media strategy and implementation, including social media, and supervises crisis communication with building ownership.

Ms. Maasch manages the team behind the building's world-famous Lighting Partner program and the building's partners and licensing programs. In addition, she manages multiple agencies in the U.S. and Asia-Pacific to drive brand awareness and visibility for the iconic building.

With nearly 20 years of experience in the public relations industry, Ms. Maasch has planned and executed successful public relations, marketing, and branding campaigns for a multitude of clients including Hyatt Hotels & Resorts, Canyon Ranch, Samsonite Corporation, Tom Ford for Estee Lauder, Best Buy, Hershey's, and Johnson & Johnson Vision Products, Inc. Ms. Maasch attended Pepperdine University and received a Bachelor of Arts degree in Public Relations with an emphasis in Business and Marketing.

Alex Chin, CPA, *DIRECTOR OF FINANCE*

Responsible for directing financial planning, reporting and management for all commercial leasing, Observatory and broadcasting/telecommunications businesses of the Empire State Building, Mr. Chin provides internal department heads and their staff with all budget guidance materials. His responsibilities include directing the building's extensive financial staff, coordinating with each agent's accounting office and the outside accountant and providing all necessary information on a continual basis to the ownership's supervisory group.

Since joining the Empire State Building management team in 2006, Mr. Chin has continually presented vital input in strategic planning for the global landmark while developing and regularly updating multi-year cash flow projections. As the Director of Finance, Mr. Chin also oversees the Observatory cashier to manage cash revenue and prepare alternatives or cost/benefit analyses in support of potential capital investment and operating changes.

Prior to joining the Empire State Building team, Mr. Chin served as controller at The Hampshire Companies, a $200 million fund with ten million square feet of mixed-use real estate and real estate-related investments. Before that, he served as property controller at Forest City Ratner Co./First New York Management. Mr. Chin attended Rider University, where he received a Bachelor of Science degree in Accounting.

Donald P. O'Donnell, *DIRECTOR OF SECURITY*

As the lead controller for security and life-safety-related issues with the New York City Police Department, Fire Department, and other agencies and stakeholders, Mr. O'Donnell has been responsible for the company's entire security since 2010.

In his position as Director of Security, Mr. O'Donnell provides protective support to five business lines including the world-famous Empire State Building Observatory, broadcasting operations, leasing and public relations, and brand and trademark protection. This senior leadership role requires him to maintain direct oversight of contract security and control for a staff of over 165 individuals, in addition to screening all Observatory guests, visitor processing, and mailroom-related services.

Mr. O'Donnell has supervised the alignment of enterprise security and critical infrastructure protection requirements for a structure that is categorized as an "asset of National Significance" while maintaining proactive awareness to potential security-related issues and changes in security regulations.

Prior to joining the Empire State Building security management team, Mr. O'Donnell served with the New York City Police Department for 20 years and has been certified with the Federal Bureau of Investigation (National Academy). He attended Columbia University's Graduate School of Business and is currently a member of the American Society for Industrial Security (ASIS) as well as a member of Building Owners and Managers Association of Greater New York (BOMA), among others.

Following, please find case studies showcasing ESBC and some of our partners' qualifications to provide superior solutions and programs that garner worldwide attention, in turn driving sales and profitability. **See Appendix page A64.**

COMPANY PROFILE

COMPANY HISTORY

Empire State Building

Officially opened on May 1, 1931, acquired by Lawrence A. Wien, Harry B. Helmsley, and Peter L. Malkin in 1961, and under new management from August 2006, the Empire State Building (ESB) is the world's most famous office building. ESBO operates 365 days per year from 8 a.m. to 2 a.m. Day-to-day ESBO operations are managed by management at ESB and by principals and officers of Malkin Holdings.

Malkin Holdings / W&H Properties

Malkin Holdings is an asset manager owned by the Peter L. Malkin family and led by Anthony E. Malkin. Malkin Holdings created, branded, and leads the day-to-day operations of W&H Properties in Manhattan, including, since August 2006, ESB. The firm is a world-recognized leader in sustainable property operations.

NUMBER OF YEARS IN BUSINESS

The Malkin family is the lineal descendent of the Joseph Wien family, which began investment in real estate more than 80 years ago. Peter L. Malkin is Lawrence A. Wien's son-in-law. Anthony E. Malkin is his grandson and the great-grandson of Joseph Wien. ESBC was formed by his son, Lawrence A. Wien, 50 years ago in August 1961.

PRIMARY CONTACT

Jean-Yves Ghazi
Director of the Observatory
212-400-3341
jghazi@esbnyc.com

with copy to
Thomas N. Keltner
General Counsel
212-850-2680
tkeltner@malkinholdings.com

WEB PAGE ADDRESSES

www.esbnyc.com
www.esbnyc.com/tourism.asp
www.facebook.com/empirestatebuilding
@ESBObservatory

EMPIRE STATE BUILDING COMPANY L.L.C.

Member name	Address
1273 Realty Company	60 East 42nd St., 26th Floor New York, NY 10165
Bluestein Family Foundation Inc.	2150 N. Ocean Blvd. #4N Boca Raton, FL 33431
Bluestein Family Partnership L.P.	2150 N. Ocean Blvd. #4N Boca Raton, FL 33431
Joan Konner	99 Corbett Lane - P.O. Box 676 Palisades, NY 10964
LMH EBC, LLC	230 Park Avenue, Suite 659 New York, NY 10169
Peter L. Malkin Joint Venture in Empire State Building Co. DTD 7/2/71	60 East 42nd St., 26th Floor New York, NY 10165
Peter L. Malkin Joint Venture in Empire State Building Co. DTD 4/2/71	60 East 42nd St., 26th Floor New York, NY 10165
M&T Weiner Foundation	200 Central Park South, Apartment 5L New York, NY 10019

COMPANY PROFILE

FINANCIAL STATEMENTS

Primary Location

Headquarters	Branch
60 E. 42nd Street, Floor 48 New York, NY 10165	350 5th Avenue, Suite 300 New York, NY 10118

Federal Tax ID Number

Empire State Building Company L.L.C. Federal Tax ID: [redacted]

References

Empire State Building Company L.L.C. Federal Tax ID:

HSBC Bank, USA, NA	Signature Bank	JPMorgan Chase Real Estate Banking
Glenn Grimaldi Executive V.P., Head of Originations 212-525-1125	**Scott A. Shay** Chairman 646-822-1472	**Greg Reimers** North East Market Manager 212-648-2853

Dunn & Bradstreet Reports

Please refer to page A92 in Appendix for full Dunn & Bradstreet Reports.

[redacted]

COMPANY PROFILE

See Appendix page A127 for Attachment E

A tenant in the ESB, New York Skyline, Inc. ("Skyline"), which operates a simulator attraction in the ESB, commenced an action against Empire State Building Company L.L.C. ("ESBC") in August 2008 after ESBC served Skyline with a notice to cure numerous defaults. Its complaint alleged numerous breaches of contract, tort, and other causes of action. Skyline later commenced a Chapter 11 bankruptcy proceeding and Skyline's original complaint was removed to bankruptcy court. Thereafter, ESBC commenced a bankruptcy court adversary proceeding against Skyline seeking certain declarations relating to Skyline's bankruptcy and defaults. Both parties moved for summary judgment on some of the claims, and the Court granted summary judgment in favor of ESBC dismissing Skyline's rescission claim. Skyline's bankruptcy case has closed. The parties have stipulated to the dismissal of certain claims and ESBC has moved for partial summary judgment on a number of other claims in its complaint and in Skyline's complaint. That motion is fully briefed and is being considered by the Court.

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AGREEMENT ON TERMS OF DISCUSSION // ATTACHMENT A

Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

EMPIRE STATE BUILDING COMPANY LLC
(Company) BY: MALKIN HOLDINGS LLC

(Signature)

MEMBER
(Title)

4/12/12
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Robert Gibson, is the PARTNER of AKF Engineers, a company ("Related Party"), located at 1501 Broadway, New York, NY, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "Port Authority"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "Recipient") and the Port Authority (hereinafter the "Agreement"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: PARTNER

Date: ~~February~~ MARCH 23, 2012

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert Gibson ("Related Party"), am employed as a(n) PARTNER by AKF Engineers, LLP. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Robert Gibson

Date: ~~February~~ MARCH 23, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // AKF ENGINEERING

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, DENNIS MICHEL ("Related Party"), am employed as a(n) ENGINEER by AKF. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: D Michel

Print Name: DENNIS MICHEL

Date: February ,2012 MARCH, 26TH, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, James Wood, is the President of *_____, a **_____ ("**Related Party**"), located at ***_____, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of RPP in connection with OBS for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Bulding Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: James Wood

Date: 2/9/12

* Andrews International, Inc.

** Delaware Corporation

*** 475 Park Avenue S., Suite 1203, New York, NY 10016

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JAMES Wood ("**Related Party**"), am employed as a(n) PRESIDENT by ANDREWS INTERNATIONAL. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: JAMES Wood

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // ANDREWS INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Stephen Aborn ("Related Party"), am employed as a(n) Vice President by Andrews International, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Stephen Aborn

Print Name: Stephen Aborn

Date: February 22, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Zoyna Dixon ("Related Party"), am employed as a(n) Business Development Specialist by Andrews International, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Zoyna Dixon

Date: February 21, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // BEYER BLINDER BELLE

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Richard Metsky is the Partner of Beyer Blinder Belle ("**Related Party**"), located at Atlantic NYC, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of * in connection with ** for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Bulding Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: [signature]

Print Name: RICHARD METSKY

Date: 2.9.12

* Architectural design services
** 1 WTC Observatory Deck RFP

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Frank PRIAL ("**Related Party**"), am employed as a(n) Associate Partner by Beyer Blinder Belle. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: FRANK PRIAL

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // BEYER BLINDER BELLE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, RICHARD METSKY ("**Related Party**"), am employed as a(n) PARTNER by BEYER BLINDER BELLE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: RICHARD METSKY

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JOHN H. BEYER ("**Related Party**"), am employed as a(n) PARTNER by BEYER BLINDER BELLE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: JOHN H. BEYER

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // BEYER BLINDER BELLE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, F. BLAND ("Related Party"), am employed as a(n) PARTNER by Beyer Blinder Belle and have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: F. Bland

Print Name: F BLAND

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Myles Conaman ("Related Party"), am employed as a(n) Graphic Designer by Beyer Blinder Belle and have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Myles Conaman

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // BEYER BLINDER BELLE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, KEVIN LECIEJEWSKI ("Related Party"), am employed as a(n) MKT COORDINATOR by BEYER BLINDER BELLE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: KEVIN LECIEJEWSKI

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, SUSAN STEINBERG ("Related Party"), am employed as a(n) MARKETER by BEYER BLINDER BELLE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Susan Steinberg

Print Name: SUSAN STEINBERG

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // BEYER BLINDER BELLE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, EVAN SUPLOFF ("**Related Party**"), am employed as a(n) Director of BD by Beyer Blinder Belle. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Evan Supluff

Print Name: EVAN SUPLOFF

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Brett Gaillard ("**Related Party**"), am employed as a(n) architectural designer by Beyer Blinder Belle. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Brett Gaillard

Print Name: Brett Gaillard

Date: ~~February~~ March 8, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // BEYER BLINDER BELLE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Marilyn MARULLO ("**Related Party**"), am employed as a(n) Chief Administrative Officer by Beyer Blinder Belle Architects. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Marilyn Marullo

Print Name: Marilyn Marullo

Date: ~~February~~ March 7, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____, is the _____ of _____, a company **("Related Party")**, located at _____, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the **"Port Authority"**). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the **"Recipient"**) and the Port Authority (hereinafter the **"Agreement"**), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: _____

Date: February , 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ **("Related Party")**, am employed as a(n) _____ by _____. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: _____

Date: February , 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Jean-Yves Gmtg!, is the Director of ESB Observatory LLC, a company ("**Related Party**"), located at 350 5th Av, New York, NY 10118, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: [signature]

Print Name: Jean-Yves Gmtg

Date: February 22, 2012

Port Authority Handbook NDA 062711

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Anthony E. Malkin ("**Related Party**"), am employed as a(n) President by Empire State Building Company L.L.C. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: Anthony E. Malkin

Date: 2/8/12

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JOSEPH G. BELLINA ("**Related Party**"), am employed as a(n) General Manager by Empire State Building Co.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Joseph Bellina

Date: February , 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JEAN-YVES GHAZI ("**Related Party**"), am employed as a(n) DIRECTOR by ESB OBSERVATORY LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: JEAN-YVES GHAZI

Date: February 9, 2012

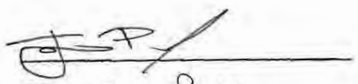
Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jonathan Peahl ("Related Party"), am employed as a(n) Director of Sales by ESB Observatory LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Jonathan Peahl

Date: February 8, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, ANDREW WALKER ("Related Party"), am employed as a(n) FINANCIAL ANALYST by EMPIRE STATE BUILDING CO.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: ANDREW WALKER

Date: February 3, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Alex Chin ("**Related Party**"), am employed as a(n) Director of Finance by Empire State Building Co LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: [signature]

Print Name: Alex Chin

Date: February 3, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [illegible] ("**Related Party**"), am employed as a(n) [illegible] by [illegible]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: [illegible]

Date: February [illegible], 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, DONALD P. O'DONNELL ("**Related Party**"), am employed as a(n) DIRECTOR OF SECURITY by EMPIRE STATE BUILDING CO., LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Donald P. O'Donnell

Print Name: DONALD P. O'DONNELL

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, GENEVA BROWN ("**Related Party**"), am employed as a(n) Administrative Assistant by ESB OPERATING LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Geneva Brown

Print Name: GENEVA BROWN

Date: February 14, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, RALPH DELSARDO ("Related Party"), am employed as a(n) ASSISTANT SECURITY DIRECTOR by EMPIRE STATE BUILDING LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: RDS

Print Name: RALPH DELSARDO

Date: February 21, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Edward Bracero ("Related Party"), am employed as a(n) Admission Manager by ESB Observatory LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Edward Bracero

Print Name: Edward Bracero

Date: February 23 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // EMPIRE STATE BUILDING COMPANY, L.L.C.

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, CHRISTOPHER E BLACKMAN ("**Related Party**"), am employed as a(n) IT MANAGER by Empire State Building Co, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: CHRISTOPHER E BLACKMAN

Date: February 0, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Gregory Picon ("**Related Party**"), am employed as a(n) Operations Manager by ESB Observatory LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Gregory Picon

Print Name: Gregory Picon

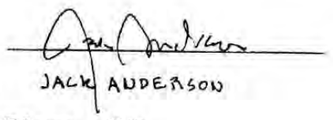
Date: February 22, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // HORNALL ANDERSON

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Jack Anderson, is the CEO of Hornall Anderson, a company ("**Related Party**"), located at Seattle, WA, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 

Print Name: JACK ANDERSON

Date: February , 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Erin Crosier, is the Account Director of Hornall Anderson, a company ("**Related Party**"), located at _____, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Erin Crosier

Date: ~~February , 2012~~ March 28, 2012

Port Authority Handbook NDA 062711

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NON-DISCLOSURE AGREEMENT // HORNALL ANDERSON

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JACK ANDERSON ("**Related Party**"), am employed as a(n) CEO by HORNALL ANDERSON. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: JACK ANDERSON

Date: February , 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Erin Crosier ("**Related Party**"), am employed as a(n) Account Director by Hornall Anderson. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Erin Crosier

Date: ~~February , 2012~~ March 28, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // HORNALL ANDERSON

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ashley Arhart ("**Related Party**"), am employed as a(n) Creative Director by Hornall Anderson. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Ashley Arhart

Print Name: ASHLEY ARHART

Date: February 9, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Maria Sykes ("**Related Party**"), am employed as a(n) Strategist by Hornall Anderson. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Maria Sykes

Print Name: MARIA SYKES

Date: February , 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Charles Edward Powers, is the Vice President of Host Services of New York, Inc., a subsidiary of Host International, Inc. ("**Related Party**"), located 6905 Rockledge Drive, Bethesda, Maryland 20817, and is duly authorized to execute this Acknowledgement on behalf of the above Related Party. The above Related Party is involved with the functions of preparation and submission of a development proposal for the observatory to be located at One World Trade Center in response to the Request for Proposals issued January 27, 2012 by WTC Tower I LLC by WTC Tower I LLC in connection with The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non-Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Building Company L.L.C (the "**Recipient**") and the Port Authority (hereinafter the "Agreement"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Host Services of New York, Inc.

Signed: By:

Print Name: Charles Edward Powers

Date: February 13, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Joan Ryzner ("**Related Party**"), am employed as Senior Vice President, Retail by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Joan Ryzner

Date: February 12, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Joe Waller (**"Related Party"**), am employed as Vice President of Business Development by Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Joe Waller

Date: February 24, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Amy Dunne (**"Related Party"**), am employed as Director of Finance, Business Development by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Amy Dunne

Date: February 14, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Gary Yoko ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Gary Yoko

Date: February 27, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, MICHAEL PRICE ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: MICHAEL R PRICE

Date: February 27, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Regina Ryals ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Regina Ryals

Print Name: REGINA RYALS

Date: February 13, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, JAMES L. SCHMITZ ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: James L. Schmitz

Print Name: JAMES L. SCHMITZ

Date: February 13, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, LINDA K Tollesen ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Linda K Tollesen

Print Name: LINDA K. TOLLESEN

Date: February 20, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Donna Maxwell ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Donna Maxwell

Print Name: Donna MAXwell

Date: February 21, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Susan Rose ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Susan Rose

Print Name: Susan Rose

Date: February 27, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, SANDRA LOVE ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Sandra Love

Print Name: SANDRA LOVE

Date: February 27, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, BRAD SIEDLER ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: BRAD SIEDLER

Date: February 28, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, ALLAN WADE ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: ALLAN WADE

Date: February 28, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, NINA R ELDRED ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Nina R Eldred

Print Name: NINA R. ELDRED

Date: 3-6, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, AUDREY DAWSON ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Audrey Dawson

Print Name: AUDREY DAWSON

Date: MARCH 12, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Arthur Castle ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Arthur Castle

Print Name: Arthur Castle

Date: MARCH 12, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Jill B. Myers ("**Related Party**"), am employed by Host International, Inc., the parent company of Host Services of New York, Inc. I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Jill B Myers

Print Name: Jill B. Myers

Date: February 22, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, _____Lynda Allen_____ (**"Related Party"**), am a graphic consultant with Lynda Allen Design, which company has been hired by Host International, Inc., the parent company of Host Services of New York Inc. (**"Host"**). I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of Host's relationship with the Recipient, both Host and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Lynda Allen
Print Name: Lynda Allen
Date: April 4, 2012

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, JANE DUNWORTH (**"Related Party"**), operate as a sole proprietor graphic designer hired by Host International, Inc., the parent company of Host Services of New York Inc. (**"Host"**). I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated January 30, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of Host's relationship with the Recipient, both Host and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Jane Dunworth
Print Name: JANE DUNWORTH
Date: April 10, 2012

NON-DISCLOSURE AGREEMENT // HOST SERVICES OF NY

ACKNOWLEDGEMENT BY RELATED PARTY INDIVIDUAL

I, Denny Gerdeman ("**Related Party**"), am a consultant with Chute Gerdeman, Inc., which company has been hired by Host International, Inc., the parent company of Host Services of New York Inc. ("**Host**"). I have been provided with and have read the Non- Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of Host's relationship with the Recipient, both Host and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Dennis C. Gerdeman

Print Name: Dennis C. Gerdeman

Date: April 10, 2012

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned PETER E. BACHMANN, is the Managing Principal of JCJ Architecture, a company ("**Related Party**"), located at 140 E. 45 St, NYC, NY 10017, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for I WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: PETER BACHMANN

Date: February 21, 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, PETER BACHMANN ("Related Party"), am employed as a(n) Managing Principal by JCJ Architecture. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: PETER BACHMANN

Date: February 21, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // JCJ ARCHITECTURE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, ALEXANDRA LOPATYNSKY, AIA ("Related Party"), am employed as a(n) STUDIO DIRECTOR by JCJ ARCHITECTURE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Alexandra Lopatynsky

Print Name: ALEXANDRA LOPATYNSKY

Date: February 21 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Barbara Hubbard ("Related Party"), am employed as a(n) Director of Communications by JCJ Architecture. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Barbara Hubbard

Print Name: Barbara Hubbard

Date: February 23 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // JCJ ARCHITECTURE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, DEIRDRE BYRNE ("Related Party"), am employed as a(n) INTERIOR DESIGNER by JCJ ARCHITECTURE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: DEIRDRE BYRNE

Date: February 28, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JAMES T. MURPHY (name of employee) ("**Related Party**"), am employed as a(n) Dir. of Risk Management (job title) by JCJ Architecture (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Co. LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**".) I understand that because of my employer's relationship with Empire State Building Co LLC (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: James T. Murphy

Title: Dir. of Risk Management

Date: 2/29/12

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NON-DISCLOSURE AGREEMENT // JCJ ARCHITECTURE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kara J. Gruss ("Related Party"), am employed as a(n) Marketing Coordinator by JCJ Architecture. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Kara J. Gruss

Print Name: Kara J. Gruss

Date: February , 2012 4/4/2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // JONES LANG LASALLE

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, RAYMOND QUARTARARO, is the MANAGING DIRECTOR of JONES LANG LASALLE, a company ("**Related Party**"), located at 601 Lexington Avenue, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Raymond Quartarano

Print Name: RAYMOND QUARTARARO

Date: February 15, 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, RAYMOND QUARTARARO ("**Related Party**"), am employed as a(n) DIRECTOR by JONES LANG LASALLE. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Raymond Quartarano

Print Name: RAYMOND QUARTARARO

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // JONES LANG LASALLE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Paul Logan ("**Related Party**"), am employed as a(n) Vice President by Jones Lang LaSalle. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Paul Logan

Date: February 3, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // KIRAN ANALYTICS

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, ALI S KIRAN, is the CEO of Kiran Analytics, Inc., a company ("**Related Party**"), located at 4204 Jutland Drive, San Diego, CA, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party

Signed: A.S.

Print Name: ALI S KIRAN

Date: February , 2012 3/23/12

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

Celal Kaplan ("**Related Party**"), an employed as a(n) Consultant by Kiran Analytics Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties

Signed:

Print Name: Celal Kaplan

Date: February 23 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Thomas N. Keltner, Jr., is the authorized signatory of Malkin Holdings LLC, a company ("**Related Party**"), located at One Grand Central Place, 60 East 42nd Street, New York, NY 10165, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of assisting the Recipient named below in connection with submitting a proposal, and providing services, regarding the observation deck and related matters for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Building Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: THOMAS N KELTNER, JR., ON BEHALF OF MALKIN HOLDINGS LLC

Date: February __, 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, THOMAS N KELTNER JR ("**Related Party**"), am employed as a(n) OFFICER by MALKIN HOLDINGS LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: THOMAS N KELTNER, JR

Date: February 1, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Hoyg ("**Related Party**"), am employed as a(n) Sr VP by Malkin Properties. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: John E Hoyg

Date: February 14, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Albert Balady ("**Related Party**"), am employed as a(n) Vice President by Malkin Properties. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Albert Balady

Date: February 7, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Thomas P. Durels ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Thomas P. Durels

Print Name: THOMAS P DURELS

Date: February 7, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, MARK CABELL ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Mark Cabell

Print Name: MARK CABELL

Date: February 7, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Debra Levin ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Debra Levin

Print Name: Debra Levin

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Crystal G. Persaud ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Crystal G. Persaud

Print Name: Crystal G. Persaud

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, STUART J. RAPPAPORT ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Stuart J. Rappaport

Print Name: Stuart J Rappaport

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, VINCENT SULTANA ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Vincent Sultana

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, DAVID A. KARP ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: DAVID A. KARP

Date: February 7, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Rodney Gomes ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Rodney Gomes

Date: February 7, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // MALKIN HOLDINGS

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jack K. Feirman ("**Related Party**"), am employed as a(n) executive by Malkin Holdings LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Jack K. Feirman

Print Name: JACK K. FEIRMAN

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Brooke Brennan ("**Related Party**"), am employed as a(n) Executive Assistant by Malkin Properties. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: B Brennan

Print Name: Brooke Brennan

Date: ~~February~~ March 15, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // NICHOLAS & LENCE

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Cristyne Nicholas, is the CEO of NICHOLAS & LENCE, a Consultant ("**Related Party**"), located at 28 W 44, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Consultant in connection with Lawsuit for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Bulding Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: [signature]

Print Name: CRISTYNE NICHOLAS

Date: 2/9/2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Cristyne Nicholas ("**Related Party**"), am employed as a(n) CEO by NICHOLAS & LENCE and I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: CRISTYNE NICHOLAS

Date: February 2 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // NICHOLAS & LENCE

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, George Lence, is the President of Nicholas Lence Communications, a Corporation ("**Related Party**"), located at [illegible], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Consultant in connection with [illegible] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Bulding Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: [signature]

Print Name: George Lence

Date: 2/9/12

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, George Lence ("**Related Party**"), am employed as a(n) President by Nicholas Lence Communications have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: George Lence

Date: February 2, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // NICHOLAS & LENCE

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, EVELYN A TSIMIS ("Related Party"), am employed as a(n) VICE PRESIDENT by NICHOLAS + LENCE COMMUNICATIONS. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: EVELYN A TSIMIS

Date: February 15, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Patricia Armetta Haubner ("Related Party"), am employed as a(n) Vice President by Nicholas + Lence Communications. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Patricia Armetta Haubner

Date: February __, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // PATINA RESTAURANT GROUP, L.L.C

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, 1, is the 2 of 3, a 4 ("**Related Party**"), located at 5, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of 6 in connection with 7 for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Bulding Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Fortunato Valenti

Date:

1 - Fortunato Valenti
2 - CEO
3 - Patina Restaurant Group, LLC
4 - Delaware LLC
5 - 120 West 45th Street, Suite 1610
New York, NY 10036
6 - Managing food, beverage and retail concessions
7 - Empire State Building Company LLC

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Fortunato Valenti ("**Related Party**"), am employed as a(n) CEO by Patina Restaurant Group, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Fortunato Valenti

Date: February 10, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RDA INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Michael Racz is the Principal of RDA International, a NY Corporation ("**Related Party**"), located at *, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of ** in connection with *** for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between Empire State Bulding Company L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: M. Racz

Print Name: Michael Racz

Date: 2/9/2012

* 100 Vanderm St.
1st Floor
New York, NY 10013

** responding to One WTC RFP

*** Empire State Building
and Maltin Properties

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, MICHAEL RACZ ("**Related Party**"), am employed as a(n) PRINCIPAL by RDA INTERNATIONAL, INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: M. Racz

Print Name: MICHAEL RACZ

Date: February 2, 2012

NON-DISCLOSURE AGREEMENT // RDA INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robyn McRae ("**Related Party**"), am employed as a(n) media director by RDA International. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: RMcRae

Print Name: Robyn McRae

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Stephen Rizzo ("**Related Party**"), am employed as a(n) Principle by RizzoGroup. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: SMR

Print Name: Stephen Rizzo

Date: February , 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RDA INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JEROME SUDAN ("**Related Party**"), am employed as a(n) ACCOUNT MANAGER by RDA INTERNATIONAL. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: JEROME SUDAN

Date: February 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Caitlin MacDonald ("**Related Party**"), am employed as a(n) media planner by RDA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Caitlin MacDonald

Print Name: Caitlin MacDonald

Date: February 21, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RDA INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Mary (Molly) Graziano ("**Related Party**"), am employed as a(n) Account Executive by RDA International. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Mary E Graziano

Print Name: Mary E (Molly) Graziano

Date: February 21, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, CAMERON WATSON ("**Related Party**"), am employed as a(n) CREATIVE DIRECTOR by RDA, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: CAMERON T. WATSON

Date: February , 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RDA INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Tyler March ("**Related Party**"), am employed as a(n) copywriter by RDA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Tyler March

Date: February 22 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Alex Tocariu ("**Related Party**"), am employed as a(n) employee by RDA Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Alex Tocariu

Date: February 22, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RDA INTERNATIONAL

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, JACKIE DUNNING ("Related Party"), am employed as a(n) ACD (corp) by RDA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: JDunning

Print Name: JACKIE DUNNING

Date: February 27 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kate Katzenberg ("Related Party"), am employed as a(n) Senior Account Executive by RDA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Kate Katzenberg

Print Name: Kate Katzenberg

Date: February , 2012
March 27, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RIZZO GROUP

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, CHARLES RIZZO, is the Owner/Principle of RIZZO GROUP, a company ("**Related Party**"), located at 1333 BROADWAY, NY, NY 10018, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: CR

Print Name: CHARLES RIZZO

Date: February , 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, STEPHEN RIZZO ("**Related Party**"), am employed as a(n) Principle by Rizzo Group. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: SR

Print Name: Stephen Rizzo

Date: February , 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // RIZZO GROUP

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [illegible] ("**Related Party**"), am employed as a(n) [illegible] by [illegible]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into **contact with, marked** information as it relates to the aforementioned Agreement, I agree to **conform my** handling procedures for Confidential Information to the practices and procedures set **forth and defined** herein, or risk loss of access to said Information, removal from said Project **and/or subjecting** myself to the aforementioned disciplinary actions and/or civil and criminal **penalties.**

Signed: [signature]

Print Name: [illegible] Rizzo

Date: February 21, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jessica Spiegel ("**Related Party**"), am employed as a(n) Director by Rizzo Group. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: Jessica Spiegel

Date: February , 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, ROBERT J. LUCKEY, is the SVP PIPELINE of SKANSKA USA BUILDING, a company ("**Related Party**"), located at NJ NJ, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of services in connection with RFP and related services for 1 WTC OBSERVATION DECK] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated January 30, 2012, between EMPIRE STATE BUILDING COMPANY L.L.C. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Robert J. Luckey

Print Name: Robert J. Luckey

Date: ~~February~~ March 30, 2012

Port Authority Handbook NDA 062711

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ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, THOMAS J. WEBB ("**Related Party**"), am employed as a(n) SR VP - GEN MGR by SKANSKA USA BUILDING. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated January 30, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Thomas J. Webb

Print Name: THOMAS J. WEBB

Date: ~~February~~ March 30, 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // SKANSKA USA BUILDING

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, BOB LUCKEY ("Related Party"), am employed as a(n) SUPERVISOR by SKANSKA USA BUILDING. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: ROBERT J. LUCKEY

Date: ~~February~~ March 7, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, DENNIS FITZGERALD ("Related Party"), am employed as a(n) ESTIMATOR by SKANSKA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: DENNIS E. FITZGERALD

Date: February , 2012

Port Authority Handbook NDA 062711

NON-DISCLOSURE AGREEMENT // SKANSKA USA BUILDING

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Sean Szatkowski ("Related Party"), am employed as a(n) Operations Manager by Skanska USA Building. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Sean Szatkowski

Print Name: Sean Szatkowski

Date: February ___, 2012
April 2, 2012

Port Authority Handbook NDA 062711

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, ANDREW SCHRODER ("Related Party"), am employed as a(n) SKANSKA PROJECT MANAGER by SKANSKA USA. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Empire State Building Company L.L.C. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated January 30, 2012 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [signature]

Print Name: ANDREW SCHRODER

Date: February 3, 2012
APRIL

Port Authority Handbook NDA 062711

CERTIFICATION OF INFORMATION // ATTACHMENT C

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: 4/12/12

Signed:

Name: THOMAS N. KELTNER, JR.

Title: MEMBER OF MALKIN HOLDINGS LLC,
SUPERVISOR OF EMPIRE STATE BUILDING COMPANY L.L.C.

PROJECT TEAM

AKF

Engineering, Commissioning, Testing, Technology, Lighting

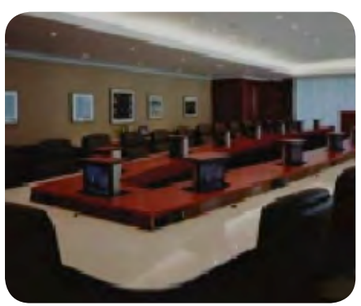
Company profile

AKF is an award-winning full-service engineering firm, specializing in HVAC, electrical, plumbing, fire/life safety, controls, central utilities, energy management, technology, critical systems, commissioning, testing, lighting design, and sustainable design services. With offices in Arlington, VA; Boston, MA; Columbus, OH; Minneapolis, MN; New York, NY; Philadelphia, PA; Princeton, NJ; Rochester, MN; Stamford, CT; and Mexico City, Mexico, AKF provides engineering services for a wide range of facility types including corporate, education, healthcare, critical systems, central utilities, science and technology, residential, retail, cultural and hospitality. We are members of the United States Green Building Council, as well as the Mexico GBC, and we actively encourage our firm members to become LEED Accredited Professionals.

We built our practice in 1989 by collaborating with our clients to deliver responsive, cost-effective solutions. Our firm is now comprised of 25 partners and we have successfully completed assignments on both national and international projects. AKF is dedicated to providing excellence in engineering and service to our clients and is organized to allow for continual succession and opportunities for all members of the firm. Today, the firm is comprised of over 350 members and a majority of engineers are licensed professional engineers.

AKF Technologies specializes in all aspects of information technology, telecommunications, audiovisual and electronic security planning, design, and implementation management. AKF Technologies can serve clients directly or can combine its services with AKF's traditional engineering disciplines to provide a fully integrated product.

AKF Analysis & Testing specializes in vibration monitoring, vibration analysis, acceptance testing, critical speed testing, and motor current waveform analysis. Over the past 20 years, our highly experienced engineers and analysts have focused their expertise on building operations, chiller plants, and automation systems, serving clients directly or in combination with AKF's specialized engineering disciplines to provide a fully integrated solution. We focus on both the present and future, seeking new ways to meet energy management challenges to optimize operational costs.



Sampling of Capabilities

AKF is currently designing the Retail component of the World Trade Center site for the World Trade Center Redevelopment Division of the Port Authority of New York and New Jersey. This Retail component is approximately 600,000 sq. ft. of space spread throughout the site, both below grade and also above grade within the various new buildings on the site.

AKF currently is also advising the World Trade Center Redevelopment Division (WTCR) of the Port Authority of New York and New Jersey on all MEP-related issues associated with the site, including limited oversight of the SPI (Silverstein Properties) and DDP (Downtown Design Partnership - Hub Design Teams) work. We provide the independent "eyes" for the port for all programs on the site and are also working on the overall utility and site planning for operational purposes.

The AKF scope to date has included, but has not been limited to the following:

- Advising the Port Authority (WTCR) on all Retail-related MEP scope
- Developed all system concepts, sketches, and negotiate and coordinate for space in the below and above grade spaces for all Retail-related MEP systems(currently 600,000 sq. ft.)
- Providing oversight and consulting reviews of concepts and scopes in the Freedom Tower designs developed by JBB and DDP. Advise the PA WTCR Division on alternate possibilities, etc.
- Providing oversight and consulting reviews of concepts and scopes in the Transit Hub designed by DDP (Downtown Design Partnership). Advise the WTCR Division of the PA on alternate possibilities, etc.
- Provided alternate design studies for the following:
    - Central chilled water plant/DX scopes
    - Hub supply and exhausts
    - Bus and car parking MEP systems
    - Site primary distribution centers and site power distribution
- Provided and providing Leasing assistance and MEP scope and program development for the PA's Tower 4 occupancy scope (which is currently 600,000+ sq. ft.)
- Design all Retail MEP systems including all central fans for outdoor air, smoke exhaust, general exhaust, TX, chilled water distribution, hot water distribution, all steam service, all gas service, sanitary systems, domestic water systems, fire alarm systems, etc.

AKF

The Team

Christopher O. McHugh, *PE, LEED AP, CEM PARTNER-IN-CHARGE*

Mr. McHugh has over 26 years of mechanical heating, ventilation, and air conditioning study and design experience. He has been a project manager and project engineer on a wide variety of projects both large and small. He is responsive and available to clients needs on a daily basis.

Mr. McHugh is a LEED 2.0 Accredited Professional and leads AKF Engineer's sustainable design initiative. He has collaborated on the design of buildings incorporating innovative sustainable features such as geothermal heat pumps, radiant floor heat system, condensing boilers, and heat recovery systems. He continues to attend intermediate LEED workshops.

EDUCATION Mr. McHugh is a graduate of The Pratt Institute and holds a Bachelor of Engineering in Mechanical Engineering.

ENGINEERING LICENSES NCEES, Idaho, Kansas, Kentucky, Missouri, Nevada, New Jersey, New York, and West Virginia

CERTIFIED/ACCREDITATION Association of Energy Engineers (CEM) – Energy Manager, LEED 2.0 Accredited Professional

PROFESSIONAL ACTIVITIES AND AFFILIATIONS Member: American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Board of Governors New York City Chapter 1990-2000, President of New York Chapter 1998-1999 Association of Energy Engineers (AEE), ACEC NY Energy Committee Chairman 2001/02; Mechanical Code Committee 2002/03; New York City Model Code Program; NYACE Energy Committee Member 2003 to Present; United States Green Building Council (USGBC) NY Chapter - Urban Green Council (UGC)

Robert O. Gibson, *PE PARTNER-IN-CHARGE*

Mr. Gibson has over 16 years of mechanical design experience as a Partner-in-Charge and Project Manager. He has provided management and design services on a variety of projects involving multiple areas of mechanical design and leads the effort for AKF's Commissioning Group as the Mechanical Commissioning Lead Engineer. He has extensive knowledge and implementation of the overall commissioning process. Mr. Gibson has also worked on numerous commissioning projects throughout the country.

EDUCATION Mr. Gibson is a graduate of Villanova University, Villanova, PA and holds a Bachelor of Science degree in Mechanical Engineering.

ENGINEERING LICENSES New York

PROFESSIONAL ACTIVITIES AND AFFILIATIONS Member: American Society of Mechanical Engineers (ASME); American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) – Board of Governors – NY Chapter; Chairman of the Chapter Technologies Transfer Committee for the NYC Chapter of ASHRAE and Board Member; 7X24 Exchange New York and National Chapter; United States Green Building Council (USGBC)

Francis J. Lorenz, *PE PARTNER-IN-CHARGE*

Mr. Lorenz has over 39 years of experience in the practice of engineering design. Mr. Lorenz has established himself as one of the preeminent practitioners in his field. His standing in the design and real estate communities is attested to by his list of long-standing clients, professional affiliations, and industry honors.

EDUCATION Mr. Lorenz is a graduate of the Manhattan College at New York, NY and holds a Bachelor of Electrical Engineering degree.

ENGINEERING LICENSES New York, New Jersey, Pennsylvania, Colorado, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Michigan, Ohio, Texas, Utah, Virginia, Washington DC, Wisconsin, NCEES

PROFESSIONAL ACTIVITIES AND AFFILIATIONS Member: Past President of ACEC NY; Electrical Code Advisory Board; Vice Chair of Electrical Code Revision & Interpretation Committee (ECRIC); Electrical Code Advisory Committee (ECAC) and Chair of Panel 5 of ECRIC; Chair of ACEC NY of Constitution Committee; Electrical Codes Committee; College Liaison Committee; Planning Cabinet; NYSSPE; IEEE; YMCA-Buildings & Properties Committee; Manhattan College Consultors' Committee; New York City Model Code Program; Fire Protection Committee; Fire Alarm Sub Committee; and New York State AIA Firm Management Committee

PROJECT TEAM

ANDREWS INTERNATIONAL

Security Services

Company profile

Andrews International brings to its clients an integrated approach to security that provides a range of services and a proven level of reliability to meet both the conventional and extended security needs their business.

Our approach to security is based on broad-spectrum solutions that meet our clients' unique enterprise objectives. As an international security and risk mitigation services provider, our portfolio of services includes uniformed security officers, personal protection/threat management, special event security, consulting and investigations, and disaster and emergency response to the private and public sector. Andrews International also provides training to numerous clients in the field of security management, asset protection, criminal law, CPR, AED, and first-aid. Our focus is forming strategic partnerships to offer services that help mitigate our clients' security and asset protection vulnerabilities. A comprehensive training program assures that Andrews International security personnel meet the highest standards of the industry.

Over the past two decades, Andrews International has expanded its service capabilities and geographic reach to become the largest American, privately owned multi-service security firm in the United States, with direct operations in 40 states and services provided in all 50.

Andrews employs over 15,000 people and is the sixth-largest security services firm in the United States. AI is one of the few contract security companies in the United States to have achieved the Certification level for the Safety Act; an audited and approved Department of Homeland Security recognized professional standard.

ONE WTC OBSERVATION DECK

Sampling of Capabilities

9/11 memorial museum In June 2011, Andrews International was selected to provide security services for the 9/11 Memorial Museum, a national tribute of remembrance to honor the 2,983 people killed in the terrorist attacks of September 11, 2001.

Andrews was immediately called upon to design a program to attract, hire, and train over 130 people to work the 9/11 site. After assessing the physical site layout and neighboring geological demographics, our experience quickly proved to be a great value as we needed to generate a security resource and training program in a very short period and be prepared to greet the world on September 11, the opening of the memorial to honor the 10-year anniversary of the terrorist attacks.

The 10-year anniversary and opening of the 9/11 Memorial required a flawless performance from our security team as some of our featured guests included all the living U.S. Presidents, along with dignitaries from around the world and relatives of the 9/11 victims. Our ability to work with the U.S. Secret Service, FBI, and Homeland Security, along with NY State and local police departments, proved invaluable as the opening was impeccably delivered and received by all accounts.

The Andrews management team partnered with the resident 9/11 security management to create standard operating procedures, identify and develop posts, and prepare post orders, in order to efficiently provide concierge level security to the site. AI's use of CPR, AED, and fire safety–trained security officers helps to provide an added sense of assurance in a high-volume visitor facility. In addition, all security personnel were trained to properly screen and process visitors through the use of CCTV, metal detectors, X-ray screening machines and magnetometers at TSA and Government Institution standards. Again, our ability to merge technology with highly trained and qualified security personnel ensures delivery of consistent service levels, attention to detail and unmatched customer service even as we process visitors in large numbers. In fact, our record high at the 9/11 Memorial is 1,600 visitors processed – in one hour. We estimate the annual visitor numbers to approach 5 million people.

AI currently provides over 4,000 hours per week of security service to the 9/11 Memorial that consists of 135 security officers, working alongside the Port Authority and New York Police Department.

ANDREWS INTERNATIONAL

The Team

James Wood, *PRESIDENT*

Jim Wood is responsible for the overall operations and business development of the Northeast U.S. region's full spectrum of services: armed/unarmed security services for a wide range of clients, including patrol services, executive protection, security services for motion picture and television productions, as well as consulting and investigative services, surveillance system assessment, and explosive-detection canine units.

Jim has 39 years of experience in the industry. He served as president of Copstat Security, LLC prior to its merger with Andrews International. He still maintains many ties and connections with the New York Police Department, where he was once employed. He has also served as a member of the New York Drug Enforcement Administration Task Force.

Jim belongs to the New York chapter of ASIS International. He graduated from the New York Institute of Technology with a Bachelor of Science degree in Behavioral Sciences.

John a. Petruzzi, Jr., *CPP, CISM SENIOR VICE PRESIDENT, NORTHEAST REGION*

John Petruzzi, Jr., CPP, CISM is responsible for developing new business and maintaining successful operations of client accounts in Andrews International's Northeast Region. John brings security experience in both the public and private sector to his position with AI. For the last ten years he has held leadership positions with direct responsibility for managing physical and information security programs within distinct business verticals, including investment banking, public utilities, and commercial real estate. Additionally, he has provided consulting service focused on holistic security and enterprise risk management.

John has 19 years of industry experience. Before joining Andrews International, he served as Managing Director of Enterprise Risk Management Practice for Brightfly, Inc. in Houston, Texas. Other positions he has held include VP Corporate Security and Emergency Management for Simon Property Group in Indianapolis, IN; Director Enterprise Security for Constellation Energy in Baltimore, MD; Security Manager for Deutsche Bank in Baltimore, MD; and Executive Protection Specialist for Bankers Trust Company in New York City. John also served as a non-commissioned officer in the United States Marine Corps.

John is a member of ASIS International, Information Systems Audit and Control Association (ISACA), and Information Systems Security Association (ISSA). He is also a key contributor and presenter for the Alliance for Enterprise Security Risk Management (AESRM), a partnership between ASIS, ISSA, and ISACA.

John has recently served on the advisory board of the CSO Roundtable and as a board member for ASIS International. Additionally, John serves as a trustee for the ASIS Foundation and as a member of ASIS International's Commercial Real Estate Council and the Privacy & Personnel Information Management Council

Previous affiliations also include the Homeland Security Taskforce of the International Council of Shopping Centers (ICSC), the CISO forum of ISSA, the Information Risk Executive Council (IREC) of the Corporate Executive Board, and as a member of the Commercial Facilities Sector, Department of Homeland Security.

John earned his Bachelor's degree in Security Management from American Military University, and he earned an Associate's degree in Criminal Justice from Fairmont State University. He also attended the ISMA Leadership Program at Georgetown University. John maintains board certification with ASIS International's, Certified Protection Professional (CPP) and ISACA's, Certified Information Security Manager (CISM) designations.

ANDREWS INTERNATIONAL

The Team

Joseph Tuccio, *VICE PRESIDENT OF OPERATIONS*

As Vice President of Operations for Andrews International, Joseph "Joe" Tuccio interacts with clients, negotiates contracts, oversees site managers and supervisors, and ensures clients receive excellent service and responsive management. He is responsible for handling over 13,000 HPW throughout Manhattan. Joe brings over 30 years of experience from both public and private sector positions in law enforcement and security to his position.

Joe came to Andrews from Garda Security (formerly Vance) where he served as the Tri-State Regional Operations Manager. In that capacity he was responsible for managing all aspects of Garda's uniformed protection and security service business, which served top Fortune 500 clients in New York and New Jersey.

Prior to joining Andrews International, Joe served over 20 years with the New York City Police Department, achieving the rank of Lieutenant. He was designated as the Executive Officer of the Operations Unit (responsibilities included monitoring and directing citywide operations and Headquarters Security), and Citywide Task Supervisor (responsible for addressing serious pattern crimes citywide). Joe also served on two union boards and contract negotiating teams.

PROJECT TEAM

BEYER BLINDER BELLE ARCHITECTS & PLANNERS LLP

Architect

Company profile

Beyer Blinder Belle Architects & Planners LLP (BBB) is an award-winning, international practice of architects, planners, interior designers, and historic preservationists. Founded in 1968 and now numbering 125 professionals in New York City and Washington, DC, the firm has won three Presidential Design Awards, the Medal of Honor from the AIA New York Chapter, the national AIA Firm Award, and hundreds of other awards for design and planning. In 2010 the restoration of the Empire State Building lobby received a National Preservation Honor Award from the National Trust for Historic Preservation.

What makes BBB unique is its integration of three key elements of its practice: historic preservation, planning, and design of modern buildings in historic settings. BBB is recognized for the restoration of American icons such as Ellis Island Immigration Museum, Rockefeller Center, the Empire State Building, and Grand Central Terminal.

The firm is also known for innovative planning and new design, either singly or in collaboration, of commercial, mixed-use developments and entertainment projects, such as the new world trade center complex, Kansas City Power & Light District, and the Lincoln Center Redevelopment. Whether restored or new, the firm's work and approach is characterized by sensitivity to context and responsiveness to client needs.

Our work is renowned for its ability to capture and communicate to visitors the qualities and spirit that characterize unique buildings, places, and experiences.

ONE WTC OBSERVATION DECK

Sampling of Capabilities

Grand Central Terminal Beyer Blinder Belle's relationship with Grand Central spans nearly 20 years, with members of BBB's core preservation team serving on projects from the critically acclaimed restoration and revitalization completed in 1998 to a number of current projects.

The Grand Central Terminal Revitalization project began with a master plan that identified and defined items required for the rehabilitation of the physical and functional integrity of the building, addressing such specific topics as water intrusion, life safety issues, and utility updates. Following approval of the master plan, a multi-phased restoration began, starting with the Terminal's "lobby," the former Main Waiting Room now known as Vanderbilt Hall, and continuing throughout the entire building's interior and encompassing the exterior restoration of the street level façade and the sculpture group atop the south façade. Additional projects include:

- Leasing Support "on-call" services in support of the initial leasing of Grand Central Terminal during and following the restoration project
- Development of a new design for the various circulation elements for North End Access, including entrances, cross-passages, spines, lighting, and the integration of Arts for Transit works into the overall design (1999)
- Retail feasibility study for "Carey's Hole," a series of extensive below-grade spaces now occupied by Metro-North Railroad employee facilities, mechanical rooms, tenant storage, and other miscellaneous back-of-house uses (ongoing)
- East Side Access, where the firm's primary responsibility is to ensure the seamless and sensitive integration of the new LIRR terminal architecture and technology with the existing historic Grand Central facility (ongoing)
- Metro-North Employee Facilities, a design-build project for a new employee facility area that entails the addition of an 8,000 sq. ft. floor area and an additional 7,000 sq. ft. back-of-house area within the historical structure, which requires SHPO and NYC Landmarks approvals (ongoing)

The retail revitalization of Grand Central recaptured the building's commercial appeal and reinvigorated its underutilized spaces. Part of the plan called for reusing the structure of the vacant bank building at 416 Lexington Avenue to create a new 43rd Street entrance lined with market food stores, which mirror the finest European open-air markets. The redesigned Hyatt Passageway, once bleak and disorganized, has become an elegant arcade with handsome storefronts and unique retail shops. Restaurants have been added to the long-vacant North and East balconies in the Main Concourse. The passage that originally led to the Incoming Train Room has been redesigned to include a café and open retail areas. The Lower Concourse, formerly one of the most deserted places in the Terminal, is now filled with quality food tenants. Designed in association with Rockwell Architecture, this new, lower-level Dining Concourse is now one of New York's premier "people places."

BEYER BLINDER BELLE ARCHITECTS & PLANNERS LLP

The Team

Frank J. Prial Jr. AIA, *ASSOCIATE PARTNER / LEAD MANAGEMENT*

EDUCATION B.Arch., with honors, Pratt Institute, 1988 B.A., English, with honors, University of Massachusetts, Amherst, 1982

Mr. Prial has over 24 years of experience in the design and management of significant historic preservation projects. He has contributed to and led many of the firm's most complex restoration and revitalization projects, including Grand Central Terminal, the Empire State Building, the Morgan Library & Museum with Renzo Piano Building Workshop, and MTA/LIRR East Side Access with AECOM.

His projects have been recognized with many prestigious preservation awards, including the Lucy G. Moses award from the New York Landmarks Conservancy, and awards from the New York Preservation League and AIA New York State. In 2010 the restoration of the Empire State Building lobby received a National Preservation Honor Award from the National Trust for Historic Preservation.

Mr. Prial has served on the Board of Advisors of the Historic Districts Council and is a regular presenter and visiting critic in Architecture, Preservation and Urban Design at Pratt Institute and at the New Jersey Institute of Technology. In 2008 he was a featured speaker in an episode of The American Experience entitled Grand Central, which broadcasted nationally on PBS.

Mr. Prial has been a registered architect in the State of New York since 1991.

Richard Metsky AIA, LEED AP, *PARTNER / DESIGNER*

EDUCATION M.Arch., Cornell University, 1983 B.Arch., Cornell University, 1981

As one of Beyer Blinder Belle's lead designers for transportation, commercial, and mixed-use developments, Richard Metsky has worked with many of the region's most prominent developers, ushering complex projects through public review, public agencies, and SHPO processes. He has directed numerous master planning, design, and adaptive reuse projects for historic and contemporary structures, and he has taken a leading role in the design of new transportation and industrial buildings, many of which have significant urban design and planning components.

Richard Metsky is a licensed architect in the states of New York, New Jersey, Pennsylvania, and Connecticut. He is LEED accredited and is a member of the American Institute of Architects.

Cleary Larkin AIA, *PROJECT ARCHITECT*

EDUCATION M.S., Historic Preservation, Columbia University, 2007 B.Arch., University of Arkansas, 1999

Ms. Larkin joined Beyer Blinder Belle in 2007 upon completion of her graduate degree in Historic Preservation. Prior to that, she gained six years of experience with an architecture/planning firm in Virginia.

As an architect, she has managed and participated in a variety of projects, from preliminary surveys and condition assessments, through all design phases, production of bid/construction documents, and construction administration. Her preservation work has also encompassed research and writing for Historic Structures Reports, Preliminary Information Forms, National Register nominations, Historic Rehabilitation Tax Credit applications, and State Historic Preservation Office applications.

Ms. Larkin is a member of the National Trust for Historic Preservation, the Vernacular Architecture Forum, and DoCoMoMo US. She sits on the board of the Fitch Foundation and is President of Columbia University's Historic Preservation Program Preservation Alumni Board. In the fall of 2010, she became an Adjunct Assistant Professor at Columbia University and taught in the Historic Preservation Studio.

She is a registered architect in Virginia.

PROJECT TEAM

EDELMAN

Public Relations & Communications Services

Company profile

Founded in 1952 by Chairman Daniel J. Edelman, Edelman is the world's largest agency with a global network of wholly-owned offices in 63 cities and more than 4,200 employees worldwide. After 60 years of award-winning work, the agency is currently led by President and CEO Richard Edelman, who continues to foster his father's vision and values. Edelman's integrated network combines local, country and regional knowledge with specialists experienced in specific practices and disciplines. Edelman operates primarily in 13 practice areas: Consumer Marketing, Travel & Hospitality, Digital, Corporate Social Responsibility, Corporate Reputation, Change and Employee Engagement, Crisis & Issues Management, Financial Communications, Food & Beverage, Health, Multicultural, Public Affairs and Technology. The Edelman network includes five specialty offerings – Blue (advertising), BioScience Communications (medical education/publishing), MATTER® (sports/entertainment marketing), Ruth Integrated Marketing (editorial, design, production), and StrategyOne (research) – enabling Edelman to offer clients a comprehensive spectrum of communications services. Edelman is also an industry leader in developing programs that integrate digital platforms and user-generated media and content such as blogs, podcasts, and social networks.

At Edelman, we understand what it takes to be a world-class agency consistently delivering highly attentive, top-quality service to our clients and breakthrough programs and results that can influence the bottom line. Our continuous collaborative mindset makes us successful as a business, effective for our clients and happy doing what we do every day. Our independence keeps us nimble, and we pride ourselves on building teams that meet clients' needs across time zones and continents. For example, for one of the agency's marquee clients, the Empire State Building, the team is led by the New York Consumer Marketing group, along with consultants strategically sourced from Edelman/MATTER New York (sports, entertainment and licensing), Edelman London and Edelman/Pegasus in Beijing. The account structure is designed to meet key business and communications objectives for the building.

At Edelman, we pride ourselves in being different because…

- We're independent: We are proud of our family-owned heritage, the work we do every day and the contribution that work makes to building our strong client, employee and industry relationships. For our clients, our independence means pioneering thinking and an enterprising spirit. For our people, our independence means the freedom to come to work every day and ask "What if?" and then hear "Go try."
- We think broadly and creatively: As a partner, we excel at helping our clients recalibrate their brands, reframe their positions in a creative way, and connect and engage with people. We help them broaden awareness and connect with new audiences, while never straying from a brand's authenticity, core strengths or core customers.
- We're thought leaders in our industry: Nothing works in isolation anymore, so we now must engage on multiple levels with diverse stakeholders in order to communicate effectively. We call this public engagement – meaningful engagement in a connected world – and believe it is the next phase of communication in the world we live in.
- We are dedicated to client relationships: The end-result of our independent spirit, broad and creative thinking and our thought leadership is superior client relationships with superior results. We're extremely proud to have created – across offices, practices and oceans – built-to-last client relationships that have sustained our firm and our clients for the long term.

EDELMAN

Public Relations & Communications Services

Sampling Capabilities

Assignment

Edelman spearheaded the high profile launch of J.K. Rowling's Harry Potter exhibition at Discovery Times Square in 2011. The exclusive exhibit provided fans with the opportunity to tour Hogwarts and view props, costumes and sets from all eight movies from the blockbusting franchise – including the summer release of the "Deathly Hallows, Part 2".

Strategic Approach

In addition to securing press coverage in the lead-up to the opening, Edelman helped to organize a red carpet gala to celebrate the exhibit. Edelman maximized spokespeople and assets during the pre-launch period – including coordination of interviews with Chief Creative Officer, Eddie Newquist and leveraging a reel of film clips and new exhibition elements from the final movie. For the opening, Edelman helped to manage Warner Bros talent attending the press junket and red carpet event to unveil the exhibit to the public.

Program Imperatives

A phased approach was critical to generate early buzz and awareness for the exhibition. Leveraging pop culture and the star power of the actors in the film helped to drive excitement and anticipation. Media were allowed to preview the exhibition with their families in order to heighten experiences. In addition, online/digital buzz was maximized through impactful media partnerships with Warner Bros, Discovery Times Square and their respective social media platforms.

Results

Coverage included major features in top-tier outlets including New York Times, Reuters, AP, NY1, LX TV, Pix Morning News, CBS and many others. A total of 280,030,903 impressions were generated for the launch campaign. Social media buzz saw an increase of 500,000+ tweets on Twitter. Celebrities who attended the gala opening included: the cast of Harry Potter and producers - David Heyman and David Baron.

The Team

Viet N'Guyen, *SENIOR VICE PRESIDENT, CONSUMER MARKETING NEW YORK*

Viet has 15 years of global and pan-European experience developing strategic communications programs for a broad range of industries from fashion and luxury, entertainment, travel/tourism and philanthropy. Viet combines creative know-how and a deep understanding of how to build innovative campaigns from her experience on both sides of the Atlantic.

Her clients have included: Tiffany & Co., Levi-Strauss, Volkswagen, Empire State Building, Ian Schrager Hotels, Dove's Campaign for Real Beauty, Johnson & Johnson, Puerto Rico and Peru Tourism, and The United Nations.

Viet has extensive celebrity, influencer, event, brand strategy, product and destination marketing experience. Viet's international capabilities include developing pan-European strategy for Levi-Strauss. She recently spearheaded the transcontinental launch for Volkswagen's new 21st Century Beetle in the U.S., Europe and China with a series of concerts by MTV World Stage. She has also led global and multi-market accounts in several regions and territories for Puerto Rico and Peru Tourism, Eos Airlines – the world's first all-business class carrier and the Empire State Building. She recently helped Ian Schrager launch his new line of boutique hotels in Waikiki, Hawaii and Istanbul.

Viet started her career in journalism and graduated from Kings College London University with first class honours in English Literature and Language. She teaches seminars in creativity at Edelman and has lectured in PR and Communications at NYU.

PROJECT TEAM

HMS HOST

Retail

Company profile

HMSHost Retail is a multi-million dollar division of Host International, Inc., d/b/a HMSHost. Since 1952 when we opened our first news/gift store at San Francisco International Airport, HMSHost Retail has been leading the way in the travel retail industry. From this single news/gift store, we have grown into a network of more than 200 high-end newsstands, specialty retail and convenience stores in major airports and on motorways across the United States and Canada. In fact, we have operated continuously in SFO for 60 years, bringing passengers contemporary newsstands and branded specialty retail stores that perfectly suit today's travelers.

Headquartered in Bethesda, MD, our extensive retail portfolio includes both branded and proprietary news, news/gift and specialty retail. We are known for our exclusive partnerships with leading local, regional, national and international top name brands, bringing many of them to the domestic off-street shopping venues for the first time. We were the first in the industry to recognize the value of partnering with noted media organizations in the development of branded newsstands. These branded newsstands enhance the publication's name recognition, expanding its reach and creating a strong sense of place for travelers that improves overall customer satisfaction levels.

Our strong retail team keeps a constant eye to the market. In addition to the strong partnerships already established with renowned national and international brands, we constantly scour the market and track trends to identify emerging new brand names and categories. We bring highly desired brands, both established and new to market, to the airport and entertainment retail environment — many for the first time. Because of our proven experience and outstanding industry recognition, these brands are confident we will operate their name-branded stores impeccably.

We work closely with each brand to create venue-specific stores that replicate the consumer's street-side experience. In addition to our own rigorous training program, associates receive specialized training from our brand partners. This ensures traveling consumers receive a truly seamless shopping experience. In fact, HMSHost associates in these branded stores often receive accolades from our customers and from the brands for their superior levels of customer service and brand knowledge.

Our operational experience includes proprietary stores in two major destination locations, The Empire State Building and Space Center Houston. Both Empire: The Store and Space Trader were developed by HMSHost expressly for these very unique consumer markets; both remain the only official gift stores in the respective venue.

Sampling of Capabilities

HMSHost is committed to delivering world-class customer service. Our management and operations plan is focused on delivering exceptional service to traveling consumers, ensuring the highest levels of customer satisfaction and financial returns to the Airport. We start with an experienced on-site management staff, dedicated to delivering superior customer service in stores that are well maintained, fully stocked, and staffed with well trained, friendly sales associates. This experience has allowed us to successfully serve over 160 million customers a year, including over 4 million visitors to Empire State Building (where we have been operating since 1990) and NASA's Visitors Center in Houston (where we have operating since 1992).

As we do with all aspects of our store operations, we take a comprehensive approach to the management and operations of our facilities. Involving multiple key factors, each individual element is important to our overall store operations. Combined as a whole, they are the umbrella under which we develop, operate and manage the highest caliber stores with keen attention to customer service and satisfaction. These key elements include:

- A quality hiring, training and employee retention program, resulting in an exceptionally strong management team and associates dedicated to delivering world-class customer service with sincere hospitality:
- A stringent quality control program involving daily customer service audits and operations standards checklists. This includes the development of action plans, if required, as well as continual training and motivational opportunities for our associates.
- Effective, timely facility maintenance for the continual safety of our associates and customers. --Our stores are always well maintained, offering the freshest, most relevant merchandise and product manner to create maximum visual impact that drives customer service and satisfaction.
- Continuous monitoring of quality, service and satisfaction levels through effective, efficient avenues for customer communication. These include the availability of Customer Comment Cards in every HMSHost-operated store, contact information for our Director of Retail Operations printed on every sales receipt, and the ease and convenience of the HMSHost website.
- A comprehensive marketing and promotions program to engage consumers. Our program educates, entertains and informs customers, driving sales and satisfaction by positively influencing purchase behaviors.
- The use of state-of-the-art POS technology to effectively service the high-volume of customers that we see each year.

This all-inclusive approach to management and operations makes HMSHost Retail the best operator for One World Trade Center.

HMS HOST

The Team

Brad Siedner, *VICE PRESIDENT RETAIL OPERATIONS*

A proven leader, Brad has nearly 35 years of operational experience with HMSHost. His decision-making responsibilities cover every aspect of daily operations for our network of retail stores in airports across the U.S. and Canada. Brad works closely with Laura and all of our on-site Directors of Retail Operations to ensure delivery of the highest levels of customer service and satisfaction, facility management and visual presentation. His astute leadership brings a global perspective to our airport operations, resulting in maximum revenues and returns for the individual airports.

Jim Schmitz, *VICE PRESIDENT OF CONCEPTS & MERCHANDISING*

Under Jim's expert guidance and decision-making authority, the Retail Concepts team delivers brands that create the best possible shopping environments for airport passengers. Jim's strong sense of trend and brand appeal comes from his 20+ years of experience in both street-side and cruise line retail environments, specifically at Bloomingdale's, Sunglass Hut, PVH and Starboard Cruise Services.. The result is timely, customer-pleasing stores and merchandise assortments that keep HMSHost operations cutting edge. Jim's positive relationship with brands of national and international renown ensures the continued successful development of our retail brand portfolio.

Joan Ryzner, *SENIOR VICE PRESIDENT RETAIL – HMSHOST*

As leader of the Company's dedicated Retail Division with over 30 years experience, Joan is responsible for all aspects of the business. This includes merchandising, concept portfolio development, store design, operations and strategic development. Prior to joining HMSHost, Joan spent more than 18 years in the San Francisco Bay Area where she was responsible for the management and operation of unique stores with a very diverse consumer demographic. A former Birmingham resident, Joan's diverse background and knowledge of consumer demographics gives her keen insight into the retail desires of both domestic and international passengers. Joan oversees a network of more than 300 news and specialty retail stores in airports and on motorways across North America, including 10 of the 20 busiest, most high volume airports in the U.S.

PROJECT TEAM

HORNALL ANDERSON

Experience Designers

Company profile

Hornall Anderson specializes in the design and execution of customer experiences that bring meaning to brands and consumers and business results for our clients. We use design to create experiences from branding, to print, to digital and packaged goods, environments, virtual worlds, and beyond. As it relates to the built environment, some of the world's most iconic buildings and great towers have trusted us to develop rich and meaningful visitor experience solutions that transform and enliven their sites. You can see the impact of our work in iconic places such as Madison Square Garden, Sydney Opera House, and the Empire State Building, and on Fortune 500 brands such as Starbucks, PepsiCo. and Microsoft.

Our visitor experience design works focuses on creating compelling, customized experiences that immerse visitors and ensure a powerful and moving connection and narrative development enlivened through cutting-edge analog and digital platforms. While the physical structure will always be the pinnacle of a visit, it is high-caliber experiences that wrap around the physicality of the space that exceed expectations and leave indelible memories. This includes web, ticketing, promotion, mobile, and social platforms in addition to the physical tour. These experiences are always built to be operationally seamless and commercially sound. We create powerful customer experiences that deliver value and proven results for our clients. And we'll do it for One World Trade Center Observation Deck.

Sampling of Capabilities

Skydeck Chicago (Willis tower) As part of a building-wide renovation, Hornall Anderson worked as the lead partner (via contract) to conceptualize, design, and implement a unique visitor experience for Skydeck Chicago, which operates as a subsidiary business for the Willis Tower ownership group.

We advanced an epic view into a 360° consumer experience. Our design transformed what had been a dark, lifeless waiting area into an immersive and interactive environment; a symphony of technology, art

and strategic planning that position the tower as an integral part of the city's identity. This experience married the tower's iconic legacy (formerly known as Sears Tower) with its vision for the future, connecting visitors to Chicago's rich history, culture, and people.

Our first goal centered on the building's 1.4 million annual visitors. We wanted to make this experience more than a long wait for a great view; it had to be holistic and engaging. We began by rebranding the Skydeck and creating a cohesive visual and verbal platform that extended from the ground up.

Our second goal centered on the Skydeck's business and operational needs. The view from the top was already spectacular, so we focused on transforming the queuing experience. Through strategic traffic management, signage, and a combination of analog and digital interactive modules, we transformed what had been a "necessary evil" into a brand engagement that users were able to enjoy and share, thereby helping to validate an increased ticket price.

Achieving these goals required that we understand the buildings operational realities, which included security (X-ray and observational staff). We also had to be sensitive to the operational footprint the experience would impose on the staff. Through extensive research on ticketing and heavy volume queuing, we developed a traffic management plan that included alternate routing and Fast-Pass options.

Our team was responsible for the brand positioning, the strategic planning for the experience, all creative, all interactive design and development. We also oversaw installation and were responsible for all vendor management. Our partners included BKE Contracting (Construction), Xibitz Inc. (Fabrication), Creative Technologies (A/V Integration) and Soraya Planning & Design (Architecture).

The revamped Skydeck experience opened in July of 2009, and has seen a dramatic reduction in perceived wait times and an order of magnitude increases in overall visitor satisfaction, helping Willis Tower meet its business goals and reinvent itself as a Chicago icon.

HORNALL ANDERSON

The Team

MARIA SYKES, *STRATEGY DIRECTOR*

A commercially focused strategist with success in entertainment, commercial strategy, tourism and central government, Maria's passion is to transform the ordinary into the extraordinary. Formerly an executive with Sydney Opera House, she developed the enterprise-wide strategy that determined the nature and mix of commercial and cultural offerings site-wide, the selection of businesses and commercial partners, and turned spaces into vibrant destinations. Maria is well versed in the creation of commercial growth strategies and the complexities of multifaceted and diverse operations, including operational staff, business strategists, sales and marketing staff, tourism, front of house and customer service professionals. She has held various positions in international affairs and central government agencies in the UK and Australia, as well as being a French Announcer for the 2000 and 2004 Olympic Games. Maria earned a Bachelor of Arts in Modern Languages at King's College, University of London and is a graduate of the Executive Leadership Best Practices Course at Harvard Business School.

ASHLEY ARHART, *CREATIVE DIRECTOR*

Ashley understands that a brand comes to life through the consumer experience – a term which covers a wide world of possibilities, but ultimately must respond to and connect with the needs of the consumer. She has been leading remarkable and distinct experiences for over 20 years with roles as Creative Director of The Retail Group in Seattle, as well as Director of Creative Design and Visual Merchandising at Eddie Bauer, Inc. Since joining Hornall Anderson, Ashley has inspired memorable connections with such clients as the Empire State Building, Sydney Opera House, Avon, Amazon, Boston Market, Madison Square Garden, Microsoft, Target, and Tishman Speyer. Ashley holds a B.S. in Advertising from the University of Texas in Austin. She is the mom of two young children, collects vintage poster art, and is Co-captain of a 1949 Chris Craft Cruiser called the "Yachtsie".

JAMIE MONBERG, *CHIEF EXPERIENCE OFFICER*

Jamie has been creating interactive technology for nearly two decades, and his professional achievements include technology patents ranging from industrial design to internet search engines. His design philosophy centers on usability, aesthetics and practical efficacy. During his tenure at Microsoft, he helped guide the creation and launch of Sidewalk.com, while spearheading countless initiatives in interactive product development and advanced research. Jamie joined Seattle-based Hornall Anderson in March, 2005, where he built a and led a successful interactive team. In 2009, he was appointed to the position of Chief Experience Officer (CXO), where he is responsible for keeping Hornall Anderson on the leading edge of consumer interaction design, in and outside the digital realm. Throughout his career, Jamie has served as a consultant to start-ups and venture capital firms, concentrating on sustained growth and strategic market positioning. His recent clients have included Sydney Opera House, Madison Square Garden, The Empire State Building, and OMD. Jamie holds a Bachelor's degree in Engineering from the United States Air Force Academy and Dartmouth College.

PROJECT TEAM

JCJ ARCHITECTURE

Architect

Company profile

With over 75 years in continuous operation, JCJ Architecture offers full planning, architectural and interior design services from offices in New York City, Hartford, Boston, Phoenix and San Diego. Our vast expertise in the design, documentation and management is complimented by the firm's extensive portfolio of work in complex projects in the public and private realm. The firm has been the technical/architect of record for some of the most complex, ground-breaking and visitor-oriented projects in recent memory including the Empire State Building Observatory, the David H. Koch Theater at Lincoln Center, Resorts World New York at Aqueduct Raceway, Foxwoods Resort Casino, and Wild Horse Pass Casino and Resort.

Our client-focused process means that we engage with the team to arrive at the best solutions; we explore to develop the most responsible project solutions; we respond by providing information and solutions to project issues and challenges; we resolve in order to keep projects moving forward.

JCJ is 100% employee-owned firm; we are a unique and driven group of professionals fully committed to living our mission statement – Design that Builds Community. After 75 years in practice, we are ambitious and optimistic about our ability to have a positive impact on lives and communities through the built environment.

Sampling of Capabilities

Empire State Building Following a 2002 design presentation made to the senior management of the Empire State Building Operations Group and Ownership, JCJ was retained to re-start a stalled effort to create reinvigorated "Visitor Center experience." Upgrading the ticketing and observatory experience was the first of numerous projects JCJ has been contracted to undertake for the building Ownership, which has evolved over time to be virtually on an "on-call basis." Projects- include a new Real Estate Marketing Center and Operations Office; studies for re-energizing the Lower Concourse areas after the Ticket Office was moved up to the 2nd Floor; a new design for all of the building's Tenant Floor Lobbies and Corridors; various Tenant Office Suites; expansion of the Basement Mechanical Room; and, most notably, the design and development of a new Observatory Experience as the Architect of Record for the facility that encompasses the 2nd Floor, 80th Floor, 86th Floor, and the 102nd Floor, and sees over 3.5 million visitors each year.

SERVICES

JCJ has provided services as Architect of Record and Design Architect continuously for Malkin Properties, ESB Observatory Management and Jones Lang LaSalle since 2002.

PROJECT INFORMATION

Ticketing and Observatory Renovation.
2nd Floor
75,000 sf
2004

Tony's Audio Tour, 80th Floor
Retail Concept and Space Design
2008

JCJ New York Office 10th Floor
Tenant Fit out
2008

ESB - The Welcome Landing
2nd Floor Entry Lobby , Observatory Experience
2010

ESB - Observatory Queuing, 80th floor
Interior remodeling and fit out of all public corridors, bathrooms, Visitor Experience, elevator lobbies
2007-2010

ESB Observatory 86th Floor
Complete renovation to Observatory Galleries, Lobbies, Deck and bathrooms
2007-2010

ESB Observatory 102nd Floor
Complete Renovation to Observatory Deck
Ongoing

ESB Observatory floors (80, 86 and 102)

ONE WTC OBSERVATION DECK

JCJ ARCHITECTS

The Team

Peter G. Bachmann, AIA, *MANAGING PRINCIPAL/NYC PRINCIPAL-IN-CHARGE*

A strategic thinker, planner and architect, Peter Bachmann has over 22 years of experience managing design projects. His leadership style is about the integration of diverse perspectives fostering communication in order to produce practical design solutions and innovative environments. His unique ability to lead and partner with clients, consultants, colleagues and stakeholders has enabled him participate in the successful completion of a wide range of complex, program-driven projects including the David H. Koch Theater at Lincoln Center. Prior to joining JCJ Architecture, Peter completed projects for the International Commercial Bank of China in New York, Nassau Government County Operations Center and Columbia School of Journalism.

As Principal-in-Charge, Peter will monitor overall project performance and be actively involved in the development of project scope and understanding as well as client and team communication.

Peter is a member of the New York and Connecticut chapters of the American Institute of Architects and is a New York licensed architect. He has a B.A. in Psychology from Tufts University and Bachelor of Architecture and Bachelor of Fine Arts from the Rhode Island School of Design. Peter has been a member of the JCJ Architecture team since 2009 and is the Managing Principal of the firm's New York office.

Alexandra Lopatynsky, AIA, *SENIOR ASSOCIATE, STUDIO DIRECTOR/NYC PROJECT MANAGER*

Equally skilled as a designer and project manager, Alexandra has a broad range of experience in design and management that includes hospitality, tenant fit-out, education, corporate, retail, civic and not-for-profit. Known for her ability to interact effectively with clients and teams in fulfilling owner needs and delivering projects that are of exceptional quality and value, Alex has worked extensively with developers, leasing agents, owners and owners reps, operators, and contractors on projects in New York City and the metro area. Notable projects include multiple projects at the Empire State Building, including visitor and observatory spaces on the 2nd, 86th and 102nd floors, Resorts World New York at Aqueduct Raceway, Harbor Point Hotel and Foxwoods Resort Casino.

As Project Manager, she will manage the project's scope, schedule and budget, the quality of project documentation and overall team coordination.

Alex received her Bachelor of Architecture in 1989 from Pratt Institute, is a New York licensed architect and a member of the New York and Connecticut chapters of the American Institute of Architects. Alex has been a member of the JCJ Architecture team for 9 years and is currently Studio Director of the firm's New York City office.

PROJECT TEAM

JONES LANG LASALLE

Project Management

Company Profile

Jones Lang LaSalle is a financial and professional services firm specializing in real estate. The firm offers integrated services delivered by expert teams worldwide to clients seeking increased value by owning, occupying or investing in real estate. With 2010 global revenue of more than $2.9 billion and more than 40,300 employees, Jones Lang LaSalle serves clients in 70 countries from more than 1,000 locations worldwide, including 200 corporate offices.

Development Management

Jones Lang LaSalle has aligned with the Empire State Building Company L.L.C. to provide the development management services associated with *The Eye of the World* assignment. With our development practice completing more than 1,300 projects and 450 million sq. ft. annually, Jones Lang LaSalle has unmatched project management expertise. Our experience covers a broad spectrum of service offerings, including a full spectrum of development management services for new projects and redevelopment initiatives involving office, industrial and specialty projects, such as urban – mixed-use facilities, parking facilities, hotels, retail shopping centers, medical facilities and, most relevant to the current assignment, cultural developments.

The development process is often complex and involves a multitude of consultants, vendors, and contractors. Increasingly, the development process is subject to the accelerated pace of changes in vision and schedules. The risks involved can be significant in terms of cost, time, liability, and lost opportunity. Expert management that provides important initial feasibility information, and manages the design and construction process to the interests of the venue operator is paramount to a successful development. The end result is a venue that is consistent with the overall project goals and the operational plan.

Our development management experience covers a broad spectrum of service offerings, including:

- Development management for complex projects from initial feasibility through project closeout
- Development advisory on behalf of owners during the development process
- Technical due diligence of critical systems on behalf of owners of real estate
- Construction management and monitoring

With more than 1,200 project and development managers nationwide, we have the resources to meet your project needs. At Jones Lang LaSalle we have a dedicated practice devoted to this sector, which enables us to bring our insight and knowledge to advise and support our clients, particularly in the entertainment venue sector, in dealing with the complexity of real estate in their unique local markets. Jones Lang LaSalle's local market expertise, global resources, and best-practice knowledge base allows us to identify, tailor, and implement customized solutions for your project no matter how large or small.

Development Management Strategy

Jones Lang LaSalle has vast experience delivering its project management services to clients that have similar requirements. Such needs include consistent service delivery, process streamlining/improvement and sustainable time and cost savings. As a result of our experience, we understand that the key to achieving your goals while managing consistent workflow involves a team of experienced professionals whose industry and market knowledge enables them to not only seamlessly navigate local requirements, but to also maximize a wealth of information, resources and tools at their disposal. It also requires a consistent approach, seamless processes and on time deliverables.

Unique Qualifications

With projects valued at more than $4 billion in the New York market, Jones Lang LaSalle's Project and Development Services (PDS) division is the leader in the management of design and construction services in the area and offers unique experience with similar assignments. Our New York team has extensive experience in successfully managing similar assignments including the Empire State Building's Observation Deck, and the high-profile renovations of Madison Square Garden, the Beacon Theater and the Apollo Theater. Another signature project recently completed is the development of Bank of America's new 2.1 million sq. ft. office headquarters, One Bryant Park.

JONES LANG LASALLE

Sampling of Capabilities

Madison Square Garden

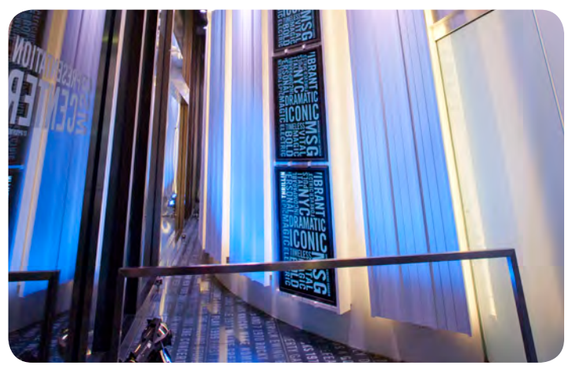
Generating annual revenues of approximately $1 billion, Madison Square Garden (MSG) is home to the New York Rangers, Knicks, and Liberty sports teams, and hosts approximately 320 events each year. The "World's most famous arena" is in the midst of a comprehensive, top-to-bottom renovation to significantly enhance the experience for customers, athletes, entertainers, fans, and partners. The renovation is a phased project that will be completed over three years, while keeping the arena open during the basketball and hockey seasons and closing it for the summers of 2011, 2012, and 2013. Key aspects of the project include:

- Creating a beautiful new entrance (which doubles in size and features interactive kiosks, retail, climate controlled space, and broadcast studio)
- Widening public concourses (doubling and tripling in size, some with spectacular city views)
- Expanding the selection of food and beverage options (including Blue Seat Bar, Party Deck and Bridge, all which open directly to the arena bowl)
- Upgrading seats
- Improving upper bowl sightlines (that put patrons 17.5 degrees closer to the action)
- Installing of state-of-the-art lighting, sound and LED video systems in HDTV
- Renovating dressing rooms, locker rooms, green rooms, and production offices
- Modernizing additional bathrooms (creating a fully ADA-compliant facility)
- Creating a multi-media homage to MSG's storied history
- Maintaining intimacy of the arena bowl and MSG's world-famous ceiling
- Enhancing corporate amenities (which include 58 lower level suites that will be 40% larger and half the distance to events and include seats in the arena bowl and 20 event level suites that offer a lounge/ entertaining atmosphere)

Jones Lang LaSalle, as Owner's Representative, is providing comprehensive project management services for MSG's renovation. Our scope of services include:

- Procuring all required vendors, specialty consultants and a construction manager
- Assisting in the selection, development and negotiation of contracts for a myriad of global experts and consultants
- Providing leadership and consulting services as required to maximize the efficiency of the workflow while minimizing the risks to MSG's operations
- Creating and managing the Master Plan and budget in order to implement the requirements of the project with a focus on the vision and the quality
- Providing documentation and deliverables as required to simplify the monitoring process and ensure timely delivery, installation and close-out
- Providing property management services for architectural, MEP, structural, FF&E, AV, IT, food & beverage, environmental consulting, financing and cost accounting, construction oversight and relocation and warehousing

As part of the MSG initiative, Jones Lang LaSalle and Hornall Anderson worked together to create a "Transformation Center" that helped sell out the new corporate box seats and sponsorships in record time—no small task two years in advance of a single new nail being hammered or new seat installed. Immediately used to share their vision with their most valuable customers, the Transformation Center has also served a valuable role for internal brand understanding and excitement. Our engagement with MSG has utilized all aspects of 360° communication: customer experience innovation and design, environments, web strategy and design, motion design, sales communication materials, internal communications.



JONES LANG LASALLE

The Team

Ray Quartararo, *INTERNATIONAL DIRECTOR*

Ray Quartararo's current responsibilities are focused on growing the firm's national practice for Project & Development Services as well as cultivating local client relationships and expanding Jones Lang LaSalle's New York tri-state business across all service lines. He becomes personally involved in many of the region's assignments, attending strategic meetings and lending his expertise. He is ultimately responsible for the success of all of the assignments in the Northeast.

Prior to his current position, Mr. Quartararo was the Northeast Regional Manager and International Director for Jones Lang LaSalle's Project and Development Services Group for five years. In this capacity, he managed a team of more than 200 project management professionals, executed more than 10 million sq. ft. of project management assignments, and controlled billions of dollars in construction spend.

Mr. Quartararo has been directly involved with relevant projects such as Madison Square Garden; the new Bank of America building in Manhattan, One Bryant Park; Alvin Ailey Dance Theater; and advisory services to the Port Authority of New York & New Jersey.

Mr. Quartararo is a graduate of New York University School of Business, where he received an MBA in Management and International Business, and Tufts University, where he received a BS in Mechanical Engineering and a BA in English.

George Palladino, AIA, *VICE PRESIDENT*

Mr. Palladino is Vice President for the Project Development Services at Jones Lang LaSalle leading the hospitality and entertainment practice for the Northeast Region. He serves clients as as a proven owner's representative and astute financial manager skilled at coordinating the design and construction for prominent hotel brands and entertainment facilities. As an empowering team leader, he provides the strategic guidance, analytical support and motivation to meet and exceed all project expectations. He is currently leading the project development for the New York Palace renovation, Shuttle Enterprise Museum at the Intrepid Sea, Air, Space Museum, the New York Sheraton renovation and was recently involved in leading the development of the $800 million renovation at the Madison Square Garden in New York City where his responsibilities included managing and directing the design and construction management teams and owner coordination.

Prior to joining Jones Lang LaSalle, Mr. Palladino was an Associate Project Architect and Manager for Gensler in New York City. Responsibilities included an Executive Project Manager position for MMDG in Las Vegas, Nevada for implementing the design development for the Aria Hotel, an estimated $1.1 billion project, as part of the proposed MMDG City Center $9 billion master plan development.

Mr. Palladino is an honor graduate with a Master of Architecture from the University of Pennsylvania, Philadelphia, PA; and an honor graduate with a Bachelor of Architecture Design from the University of Florida, Gainesville, FL.

PROJECT TEAM

KIRAN CONSULTING GROUP

Visitor Flow Modeling and Optimization

Company Profile

Kiran Consulting Group (KIRAN) is a specialty consulting firm serving a select number of clients who are the leaders in their industries. Whether in hospitality, tourism, or retail financial services our clients are the top leaders in their fields. As industry leaders, each of them attract large numbers of people who have the expectation of receiving a world-class experience. Using data-centric analysis, KIRAN redefines the differences between known and unknown, random and predictable, controllable and uncontrollable. In doing so, we drive dramatic improvements in our clients' ability to meet their customers' highest expectations.

Since 1990, KIRAN has been called upon by operators of the world's leading travel and tourist destinations to help solve their most challenging people-flow problems. In addition to our expertise in hospitality and tourism, Kiran is known for its work in forecasting customer arrival patterns at banks throughout the world. KIRAN's labor forecasting and scheduling solutions are used in more than 20,000 bank branches. Clients include:

- Disney theme parks in Anaheim and Orlando
- Universal Studios Hollywood and Universal Studios Japan
- The Getty Center Los Angeles and The Getty Villa Malibu
- The Sydney Opera House
- Mogao Grottoes, Dunhuang, China
- Singapore Science Center
- Starwood Hotels
- Bank of America
- Wells Fargo Bank

KIRAN CONSULTING GROUP

Visitor Flow Modeling and Optimization

Sampling of Capabilities

Since 1990, KIRAN has helped leading companies improve customer experience with visitor flow analysis and modeling. Visitor Flow Analysis and Modeling can change the way your customers experience your business. Visitor Flow Analysis adds value throughout the business life cycle.

KIRAN focuses on its client's highest priorities. These naturally include eliminating obstacles to delivering better customer experience, removing barriers to revenue opportunities, and driving efficiency in operations. Some of the common practical solutions provided are listed below:

- Improving Visitor Experience & Customer Satisfaction
- Wait Time Improvement
- Optimizing Parking Utilization
- Capacity Planning
- Demand (Arrival) Forecasting, Planning and Management
- Staffing Requirements Forecasting
- Determining Optimal Operating Hours

Over the years, KIRAN has developed many of its own proprietary tools and techniques to address the above issues. These tools are based on time tested Industrial Engineering and Operations Research tools and techniques such as linear and non-linear programming, advanced statistical modeling, queuing, and simulation modeling.

Select Achievements from Visitor Flow Optimization Projects

The Sydney Opera House: Sydney, Australia The Sydney Opera House is one of the most recognized tourist icons in the world. Guests arrive on foot, by "carriage", by air and by sea. The open and expansive venue created challenges for those tasked with undertaking a significant and costly renovation and restoration initiative. KIRAN was engaged during the planning stage to create a quantitative guest arrival and visitor flow model. KIRAN built and validated the model using external data sources plus pinpoint location and time stamped counts of over three million guests. The result was the most comprehensive arrival and visitor flow model of its kind. The arrival forecasting model accurately predicted visitor arrival rates throughout the year, to the hourly arrival rate granularity. The accurate arrival rates were used in a overall simulation model pinpointing the visitor flow pinch points and the effect of various remedial alternatives. The model resulted in developing an optimal visitor flow plan for this UNICEF World Heritage Site.

The Getty Center Los Angeles and the Getty Villa Malibu In addition to operating the largest museum in Los Angeles, The Getty Trust, i.e. "The Getty", also operates The Getty Villa Malibu. KIRAN has worked with The Getty to solve a number of people-flow and parking capacity issues at both venues. The simulation model developed by KIRAN helped The Getty to re-open The Getty Villa Malibu which had to be closed under the civic pressure because of traffic flow problems related to the visitor flow in this pristine neighborhood. Using the model and results, The Getty, convinced the neighborhood organizations and local government that the optimized visitor flow patterns would not disturb residents' normal activities. The Getty Villa Malibu operates today as a pride of the neighborhood and as an example of a socially responsible entity.

Mogao Grottoes, Dunhuang, China Managing the visitor experience at Cultural and Natural Heritage sites is complicated by dynamic environmental conditions. Mogao Grottoes, a UNICEF World Heritage Site in Dunhuang, China, utilizes a KIRAN-developed system to help insure that this national treasure is preserved for future generations while providing enough visitor capacity for national and international visitors. The site also includes a visitor center with two digital and two dome theatres each with a 200 seat capacity. The complex operations including show schedules, shuttle bus operations between the visitor center and grottoes, and sizing and scheduling of a multi-language guide operations, all managed by a various forecasting and scheduling algorithms developed by KIRAN.

KIRAN CONSULTING GROUP

The Team

Ali S. Kiran, Ph.D., *CHIEF EXECUTIVE OFFICER - FOUNDER*

Ali Kiran is an internationally recognized authority in operations research, forecasting, scheduling, and systems simulation, with more than 20 years of entrepreneurial and consulting experience. In 2004 he received the coveted Ernst & Young "Entrepreneur of the Year"' award in San Diego for his leadership of Exametric Software, which he formed as a spinout company of the Kiran Consulting Group in 2001. Under his leadership, Exametric was transformed from a startup, to the leading provider of customer flow forecasting and labor scheduling solutions in retail banks. Exametric was acquired in 2006 by Witness Systems, Inc.

Prior to his successful track record as an entrepreneur, Dr. Kiran taught industrial engineering at the University of Southern California (USC). He published over 50 scholarly papers and presented in national and international conferences. Dr. Kiran holds an M.S. degree in mechanical engineering, and a Ph.D. in industrial engineering. He is a fellow of IIE, and INFORMS.

His consulting experience encompasses successful projects with Fortune 500 companies in the U.S. and recognized companies 20 other countries which includes visitor flow projects with Disney, Universal Studios, Mogao Grottoes, Sydney Opera House, the Getty Villa Malibu, Getty Museum Los Angeles and other cultural and historical sites.

A. Celal Kaplan, Ph.D., *PRINCIPAL CONSULTANT*

Celal Kaplan is a principal consultant with KIRAN and is a nationally recognized authority in Systems Simulation and Scheduling. He received his Ph.D. in Industrial and Systems Engineering with a minor in Business Administration from the University of Southern California (USC). Before joining KIRAN, Dr. Kaplan taught Production Planning and Control, Operations Research and Non-Linear Optimization at USC and worked as an internal consultant for a Fortune 500 Company specializing in Lean and Six Sigma applications.

During his over 15 year tenure with KIRAN, he has worked with numerous companies including, Bank of America, Disneyland, Getty Conservation Institute, Mogao Grottoes, the Sydney Opera House, Universal Studios, Wells Fargo Bank and many others. Dr. Kaplan has published scholarly papers in international and national professional journals and presents at professional conferences.

PROJECT TEAM

RDA INTERNATIONAL, INC.

Marketing Strategy & Creative Services

Company profile

RDA is a long-standing, independent advertising and branding agency based in New York City. We offer a full range of services (both digital and analog) to solve marketing challenges with a mix of strategy, creative and technology, often becoming an extension of our clients' marketing departments.

Since 1976, we have remained true to our founding principle of integrating multiple communication disciplines. Today, RDA's diverse tool set consists of branding, traditional advertising, digital advertising, social media, CRM, media buying, and planning. We work within industries and for companies where we possess special expertise (hospitality and tourism, consumer electronics, video games, food and beverage, beauty and cosmetics). Here are a few of our current partners:

We are very proud of our New York identity and feel privileged to be in a position to propel it on the worldwide stage, working with companies such as Empire State Building Observatory, Rockefeller Center, Top of the Rock, and Citi Habitats. We helped New York's W Hotels grow beyond a local boutique collection into a global hotel chain, and even contributed to our own local downtown community with the Hudson Square BID. RDA's unique understanding of the New York market comes in great part from being an integral part of it.

Sampling of Capabilities

W Hotels, aloft Hotels, Element Hotels and Four points Hotels (Starwood Worldwide), 2002-present. While serving as Starwood Hotels' agency of record for W Hotels Worldwide, Aloft Hotels, and Element Hotels, we grew to understand that hospitality marketing is – even though not labeled as such – destination marketing.

RDA helped define W Hotels' essence in terms of what luxury meant (attitude and flair over possessions and flaunt) and paved the way for the emergence of a new category in hospitality: lifestyle and boutique hotels. Underneath this global branding effort, each property (retreats, spas, hotels, residences) was treated with a life of its own, inspired by what made the locale so unique (the local people, the culture, the experiences available, the services provided), creating true attractions at the congruence of art and leisure. In less than 5 years, we also helped W Hotels transform its advertising strategies to an exclusively digital approach (social media, widgets, websites, etc.).

RDA executed this vision across all customer and industry-facing materials: advertising on- and offline, website, in-hotel collateral, developer materials, social media initiatives (Facebook pages, gaming widgets, and viral videos). We worked directly with architects, interior designers, and design influencers to bring the brand concepts to life, from interior design to experiential spaces (W the Store, W The Card rewards program, etc.).

Growing out of the W success, RDA was assigned the task of creating the Aloft Hotels and Element Hotels Brands from scratch (concept, positioning, name, logo, core values, brand aesthetic), and handled the execution of this vision across all customer and industry-facing materials: advertising on- and offline, website, in-hotel collateral, developer materials, social media initiatives (Facebook pages, gaming widgets, viral videos). With 50 properties scheduled to be open by end of the year, Aloft is fast becoming the hotel industry's newest powerhouse and one of the few brands positioned to flourish in this down economy. RDA worked directly with architects such as David Rockwell to bring the brand concepts to life, from interior design to experiential spaces (XYZ bar and pool tables in Aloft Hotels).

RDA INTERNATIONAL, INC

The Team

Michael Racz, *CEO & PRINCIPAL*

Michael Racz co-founded the agency in 1976 and has pursued its passion-driven marketing approach ever since. Michael's career began in account management at some of New York's largest and finest advertising agencies (McCann Erickson, Compton, DDB, FCB, and B&B).

At FCB, he was Director of Marketing & New Product Development, responsible for dreaming up new products for Clairol and Bristol Myers. At Compton and B&B, he applied his new product development expertise to Procter & Gamble, and was responsible for the launch of evergreen packaged goods successes such as Bounce Fabric Softener, Duncan Hines Specialty Mixes, and Folgers Coffee.

Being a "techie" and hobbyist from childhood, Mr. Racz openly embraces the new tech that has transformed the marketing industry. Starting RDA's interactive division in 1994 (pre-Google), he rapidly incorporates all the effective digital marketing and communications tools (SEO, SEM, CRM, etc.) as soon as they emerge. Believing as he did from the outset in a multi-disciplinary approach to marketing,

Mr. Racz continues to offer RDA's clients cohesive, state-of-the-art campaigns across all touch points.

Anthony Bagliani, *EXECUTIVE CREATIVE DIRECTOR*

Anthony oversees and stimulates all creative work produced, from establishing the brand aesthetic of RDA's clients to executing in print, television or interactive media. Anthony's innate design sense was first refined at the Rhode Island School of Design, and for the past 20 years has been applied to many diversified fields such as hospitality & tourism (Empire State Building Observatory, W Hotels, Rockefeller Center, Top of the Rock, Aloft Hotels, Element Hotels), cosmetics (Astor, Davidoff, Lancaster, Estee Lauder), fashion (LVMH, Jill Sander, Tommy Hilfiger), entertainment (Sony, Viacom, HBO, MTV, Take 2), and the food industry (Douglas Rodriguez, Daniel Boulud, Steven Star).

For the past 15 years at RDA, Anthony and his teams have established the brand aesthetic for all of the agency's clients, each of which is the leader in its respective field.

Robyn McRae, *MEDIA DIRECTOR*

Robyn manages the planning and buying for all media (TV, print, online, radio, outdoor, new media) for clients including Empire State Building Observatory, Starwood (W Hotels), Top of the Rock, MTV Games, NIVEA, Sony, and others. She collaborates with the account and creative teams to unlock the most innovative and impactful media solutions possible.

Robyn formerly was a media planner and buyer at Carat Freeman, a division of Carat Worldwide, specializing in high technology multinational accounts. Her work there began in 1998 and included strategic media planning for accounts such Symantec, Philips Electronics, NEC, and the HP Medical Division. Robyn then moved on to become Media Supervisor of the Hill Holliday media group. Her in-depth experience encompasses all media research techniques, including resources such as @plan, MRI, ComScore Media Metrix, among many others.

For the past 11 years, Robyn has led the planning and buying team at RDA, incorporating both traditional and digital advertising.

PROJECT TEAM

RIZZO GROUP

Building Code Consultant

Company profile

Rizzo Group is a building code consultant who specializes in existing and new construction in New York City. Rizzo Group has built a reputation on its professionalism, and the ability to identify strategic means of expediting approvals, reconsiderations and waivers. Our experiences gives us the tools necessary to think "outside of the box" and identify cost effective and time saving strategies to challenging code and zoning issues. Rizzo Group participates in kick-off meetings, and ongoing construction meetings to identify possible design or code issue, and ensure procedural changes are taken into account when drafting the initial construction schedule.

Working closely with ownership, their representatives and construction team, Rizzo Group has aided in the assessment of the proposed master plans, construction schedules etc. Every project Rizzo Group works on is assigned a team of "in house" experts consisting of architects, counsel and project managers who aid clients in getting regulatory approvals and provides consultation on difficult building code and zoning issues.

Sampling Capabilities

Rizzo Group's staff has extensive experience with: New Building Applications, Temporary and Final Certificates of Occupancy (addressing issues with Schedule A's, Public Assemblies, Legal Uses),
Zoning & Code Compliance, Egress & ADA design consulting, identifying ways to legalize or correct existing conditions, Reconsiderations ,Variances, Landmark Preservation Committee Review, etc. Our staff of qualified professionals has extensive experience providing consulting services on complex and large scale projects such as:

- Empire State Building – Upgrades and large retrofit of existing building
- Tiffany and Grey Advertising move into 200 Fifth Avenue
- Malkin Properties portfolio upgrades of over 8,000,000 SF of commercial office space
- Long Island University
- SL Green - 3 Columbus Circle renovation and anchor tenant move in of Young and Rubicam
- Various Hotels – Hyatt, Willow Hotel (e.g. Hyatt, Willow Hotel)
- Various Retail Outlets – UniQlo Global Flagship store, Tiffany's
- Google New York Headquarters
- United Nations Masterplan

RIZZO GROUP

The Team

Charles Rizzo, *PRINCIPAL*

Charles Rizzo, Principal, studied in the architectural program at Pratt Institute and worked in several architectural firms prior to founding Charles Rizzo & Associates. Mr. Rizzo sits on the Building Management Committee of the Real Estate Board of New York (REBNY). A past adjunct professor at NYU, Mr. Rizzo currently teaches seminars for national banks, institutions and building owners. Mr. Rizzo sat on the Mayor's Committee for Service Improvement and on the Joint Fire and Building Department Task Force on Local Law 5/73 (High-Rise Building Fire Prevention Law). Many articles and papers written by Mr. Rizzo have been published in Real Estate Weekly, Better Buildings Magazine, BOMA publications and other technical journals.

Stephen Rizzo, Principal. His professional expertise includes municipal filings, zoning law, BSA variances, tax incentives and owner/developer representation. He has conducted building code & zoning law seminars for REBNY, BOMA, as well as banks, developers, and owners. Mr. Rizzo is an active instructor for Pratt Institute's Continuing Studies in Architecture. On the community level, Mr. Rizzo is active in the New York City Bar Association and on the Advocacy Committee for BOMA New York. He is currently serving as the REBNY representative on the Department of Building's Task Force: "Amending the Building Code", headed by the Commissioner and Deputy Commissioner. Mr. Rizzo is a graduate of Fordham Law School and is a recipient of the Dean's Fellowship in Finance at NYU Master in Real Estate.

PROJECT TEAM

SKANSKA USA BUILDING INC.

Construction Manager

Company profile

Skanska is an international construction and project development company. A financial powerhouse, we lead the industry in client-focused, full-service construction. In the United States, we operate as local builders with global resources, providing clients with innovative, efficient and safe projects.

Skanska History

In 1887, Skanska began manufacturing cement products in southern Sweden. The company quickly diversified into construction services, and by the mid-1950s had successfully expanded into numerous international markets. This achievement was made possible by factors that continue to drive the company's success: strong technical expertise and a respect for local markets, practices and cultures.

Today, Skanska AB is one of the world's leading construction groups with expertise in construction, development of commercial and residential projects, and public-private partnerships. The Group currently has 52,000 employees in selected European markets, as well as in the U.S. and Latin America. Headquartered in Stockholm, Sweden and listed on the Stockholm Stock Exchange, Skanska's sales in 2011 totaled $18.9 billion.

Skanska in the United States

Skanska USA is one of the largest, most financially sound construction networks in the country consisting of four business units:

- Skanska USA Civil: Focused on civil infrastructure
- Skanska USA Building: Specializes in building construction
- Skanska Infrastructure Development: Develops public-private partnerships
- Skanska Commercial Development: Commercial development initiatives (select U.S. markets)

Headquartered in New York with 36 offices across the country, Skanska USA has approximately 9,400 employees and its 2011 revenues were $4.9 billion, representing 28 percent of Skanska's global revenues with a bonding capacity of more than $7.5 billion.

Our ability to deliver world-class green construction services through collaborative solutions is the foundation of our success – and the hallmark of Skanska. Our project teams have unparalleled access to expert knowledge and market information from across the nation and around the world, giving us an edge in project preparation and execution, regardless of project size and complexity. Our long-established relationships with top local and regional subcontractors and vendors further support our projects and ensure maximum value for our clients.

Skanska in New York City

In 1971, Skanska entered the New York City construction market. However, through acquisition of many well-known civil and building contractors, our history in New York City goes back over 100 years.

Today our local teams are working on some of the most high-profile projects known to most New Yorkers; they include our construction of the World Trade Center Transportation Hub below grade as well as the Santiago Calatrava Oculus; the Second Avenue Subway; the Extension of the Number 7 Subway to the West Side, as well as the construction of its subway stations.

Skanska was recognized as the Top Contractor in 2010 by New York Construction. Our staff is over 1,000 strong and our New York Metro Region revenues for 2011 totaled $1.2 billion.

SKANSKA USA BUILDING INC.

Construction Manager

Sampling of Capabilities

Port Authority of NY and NJ World Trade Center Transportation Hub, New York, NY

$542 million, WTC Hub project will restore and greatly enhance the level of services that existed prior to September 11, 2001. Comparable in size to Grand Central Station, the new hub will serve more than 200,000 daily commuters, along with millions of annual visitors to the World Trade Center and Memorial. The PATH Hall component of the Transportation Hub will be located completely underground and partially beneath the memorial garden and pavilion. It will house the five PATH train tracks and their associated platforms. Above the track and platform levels will be the mezzanine level connecting the platforms to the East West connector and the transit hall. The Hub will feature advanced signal systems, state-of-the-art fare collection equipment, and climate-controlled platforms and mezzanines with superior lighting and finishes. The Hub's new connector will connect commuters and visitors to transit connections, unsurpassed retail opportunities and other destinations, including the World Financial Center and Winter Gard

Empire State Building Hoist Erection, Operation and Restoration, New York, NY

$8 million installation of an exterior personnel and material hoist system at the south side of the historical Empire State Building. The hoist provides vertical transportation and access to the buildings from street level up to the 29th floor. Attention to safety is critical to keep the building visitors, tenants and employees safe throughout construction as well as maintaining daily operations. Prior to the start of construction, Skanska participated in a feasbility study with owner representative, Jones Lang LaSalle and the design team of Beyer Blinder Belle and Thornton Tomasetti.

Confidential Project - Capital Master Plan, New York, NY

A $1.2 billion, five-year renovation and refurbishment of a campus headquarters facility. The complex consists of about 2.6 million-SF in six separate buildings. The current plan is for a phased onsite approach that involves the construction of a temporary facility to house the client and the conferences facilities, as well as offsite leased spaces. The ongoing client operations activities, with the issues of safety, security, communication, off-hour work, parking, deliveries and construction/operations isolation and disruption are of critical importance to the project.

SKANSKA USA BUILDING INC.

The Team

Tom J. Webb, P.E., *EXECUTIVE VICE PRESIDENT, GENERAL MANAGER*

EDUCATION B.S., Civil Engineering from University of New Hampshire

Mr. Webb has 30 years of professional construction experience, 28 of which have been with Skanska. As a senior level construction executive, Tom possesses expertise in business development, marketing, strategic client development, multidisciplinary team management and project delivery.

In his role as Executive Vice President, General Manager, Tom is responsible for the overall business operations in the Metro New York region.

In his previous role as Project Executive Tom was involved in the complex, award winning New Meadowlands Stadium project; a project that constantly challenged the "status quo" in terms of design delivery, schedule and cost efficiency. Supporting the project's Senior Executive's efforts in the design management process, he oversaw an operational staff of over 100 as well as the procurement, engineering, quality control and safety operations while developing strong relationships in the New York Metropolitan region in all facets of the industry including architects, subcontractors and owners.

Tom received his B.S. in Civil Engineering from the University of New Hampshire and is a licensed Professional Engineer in the State of New Jersey.

Robert J. Luckey, *SENIOR VICE PRESIDENT OF PRECONSTRUCTION*

EDUCATION B.S. Mechanical Engineering from SUNY Stony Brook

Mr. Luckey has 31 years of professional construction experience with management and technical knowledge for projects of various types and magnitudes. He is responsible for the supervision, management and delivery of professional (design and other) services portion of high-profile/large-scale projects. He oversees the overall integration of preconstruction services to align with project's execution plan and overall business objectives.

Projects include:

- Port Authority of NY and NJ World Trade Center Transportation Hub, New York, NY, $542 million
- Confidential Project – Capital Master Plan, New York, NY, $1.2 billion
- CCNY/CUNY Advanced Science Research Center, New York, NY, $600 million
- John F. Kennedy International Airport Terminal One, Jamaica, NY, $90 million

Andrew Schroder, LEED AP, R.A., *PROJECT EXECUTIVE*

EDUCATION B.S., Architecture from Pratt Institute

As a dedicated leader with over 25 years of industry experience, Andrew has developed a history of constructing projects within a diverse New York City market that includes commerical, healthcare, waterfront/parks and residential. Andrew successfully oversaw the revitatlization of the $220 million Brooklyn Bridge Park project that recreated the waterfront of approximately 85-acres that stretch along the Brooklyn's East River.

A leader committed to staying at the forefront of the construction industry, Andrew's career at Skanska began as a Project Manager in 1999. He is a registered architect in New York and LEED Accredited Professional.

Projects include:

- Brooklyn Bridge Park, Brooklyn, NY, $220 million
- Historical Empire State Building Hoist Erection, Operation and Restoration, $8 million
- SIMS Municipal Recycling Facility, Brooklyn, NY, $75 million
- Brooklyn Children's Museum, Brooklyn, NY, $42 million

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT

DNBi® Risk Management

ATTN: Jessica Hayden
Report Printed: November 03, 2011

Live Report : EMPIRE STATE BUILDING COMPANY L.L.C.

D-U-N-S® Number: 61-917-5151
Endorsement/Billing Reference: jhayden@esbnyc.com

D&B Address

Address 350 5th Ave Ste 300
New York,NY - 10118
Phone 212 736-3100
Fax 212-947-1360

Location Type Branch **>> Headquarters**
Web www.esbnyc.com

Endorsement : jhayden@esbnyc.com

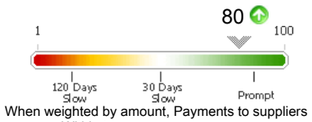
Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	80
Commercial Credit Score Class	2
Financial Stress Class	3
Credit Limit - D&B Conservative	50,000.00
D&B Rating	-

D&B 3-month PAYDEX®



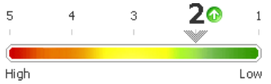
When weighted by amount, Payments to suppliers average Within terms

D&B Company Overview

This is a **branch** location. All information is for the branch except the Financial Stress, Credit Score and D&B Credit Limit information, which is provided for the **headquarters (HQ)** location.

Branch Manager	JIM CONNERS, MANAGER
SIC	6531
Line of business	Real estate agent/ manager
NAICS	531210

Commercial Credit Score Class for Headquarters



Company News

Today: Thursday, November 03, 2011

This company is not currently tracked for Company News.

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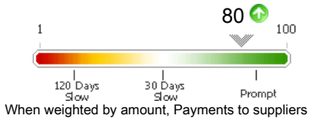
D&B PAYDEX®



When weighted by amount, Payments to suppliers average generally within terms

Public Filings

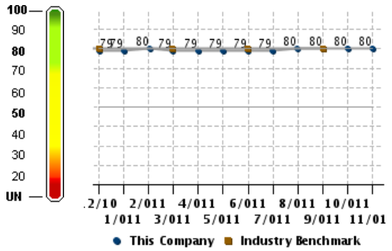
The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	3	04/27/04

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Financial Stress Score Class for Headquarters

PAYDEX® Trend Chart



Detailed Trade Risk Insight™

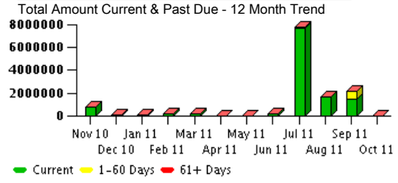
Days Beyond Terms Past 3 Months

Dollar-weighted average of **12** payment experiences reported from **8** Companies

Recent Derogatory Events

	Aug-11	Sep-11	Oct-11
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 12 Month Trend



Corporate Linkage

Headquarters

Company	City , State	D-U-N-S® NUMBER
EMPIRE STATE BUILDING COMPANY L.L.C.	NEW YORK , New York	07-772-4193

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT

Predictive Scores

Currency: Shown in USD unless otherwise indicated

Credit Capacity Summary

This credit rating was assigned because of D&Bs assessment of the companys creditworthiness. For more information, see the D&B Rating Key

D&B Rating : **Branch**

The term "BRANCH" in the Rating field indicates that this company is a branch location. D&B Ratings do not appear on branch reports

Number of Employees Total: (35-40 here)

Payment Activity:	(based on 47 experiences)
Average High Credit:	188,728
Highest Credit:	6,000,000
Total Highest Credit:	7,220,200

D&B Credit Limit Recommendation (HQ)

This is a Branch location. D&B provides Credit Limit Recommendations for the branchs Headquarters (HQ) location noted below:

EMPIRE STATE BUILDING COMPANY L.L.C. D-U-N-S® # 07-772-4193

Conservative credit Limit (HQ):	50,000
Aggressive credit Limit: (HQ):	90,000
Risk category for this business :	**LOW**

5 4 3 2 **1**

High Moderate Low

This recommended Credit Limit is based on the company profile and on profiles of other companies with similarities in size, industry, and credit usage.
Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.
The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class (HQ) :

5 4 **3** 2 1

High Low

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months.

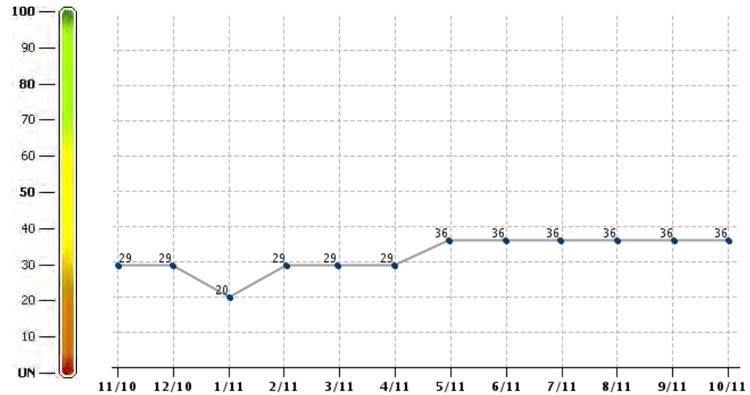
Probability of Failure:

- Among Businesses with this Class: **0.24 %** (24 per 10,000)
- Financial Stress National Percentile (HQ) : **36** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score (HQ) : **1453** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average of Businesses in D&Bs database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

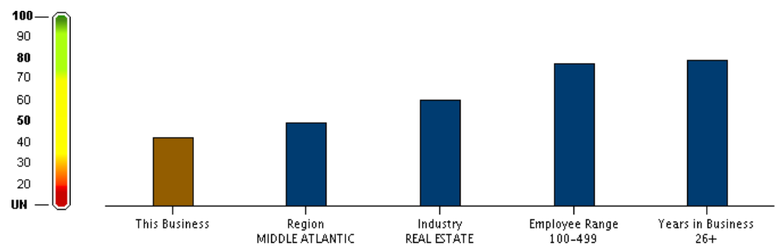
- Composite credit appraisal is rated fair.
- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Evidence of open liens.
- High proportion of slow payment experiences to total number of payment experiences.

Financial Stress Percentile Trend:



Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	36

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT

Region: MIDDLE ATLANTIC	44
Industry: REAL ESTATE	56
Employee range: 100-499	75
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score predicts the likelihood that a company will pay its bills in a severely delinquent manner (90 days or more past terms), obtain legal relief from creditors or cease operations without paying all creditors in full over the next 12 months. Scores are calculated using a statistically valid model derived from D&B's extensive data files.
The Credit Score class of 2 for this company shows that 10.6% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class (HQ) :

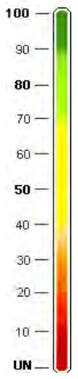
Incidence of Delinquent Payment

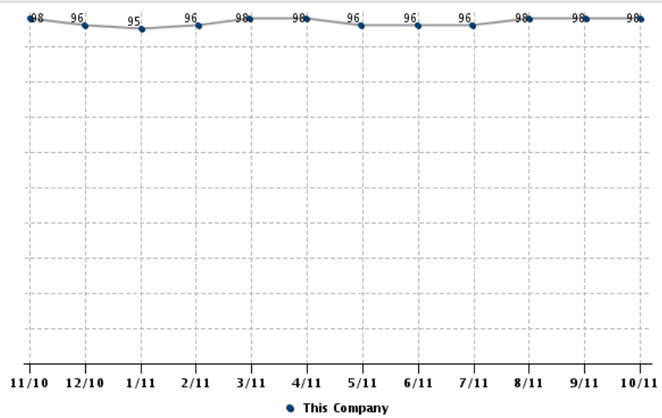
- Among Companies with this Classification: **10.60 %**
- Average compared to businesses in D&Bs database: **23.50 %**
- Credit Score Percentile (HQ) : **88** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score (HQ): **476** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Most recent amount past due.
- Insufficient number of payment experiences.
- Composite credit appraisal is rated fair.
- Business is not a subsidiary.
- Low number of satisfactory payments.
- Business does not own facilities.

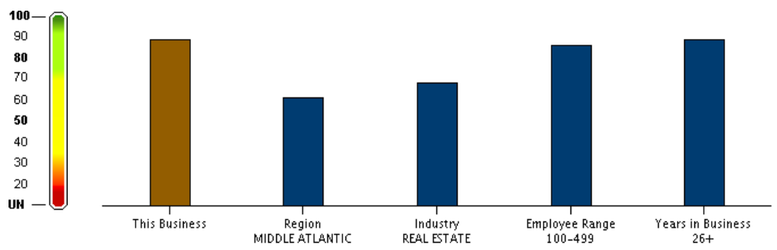
Credit Score Class Percentile Trend:





Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The incidence of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average incidence of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	88
Region: MIDDLE ATLANTIC	57
Industry: REAL ESTATE	65
Employee range: 100-499	85
Years in Business: 26+	88

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Similar risk compared to other companies with a comparable number of years in business.

Trade Payments

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trader references. Learn more about the D&B PAYDEX

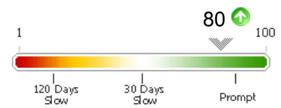
Timeliness of historical payments for this company.

Current PAYDEX is	**80**	Equal to generally within terms (Pays same as the average for its industry of generally within terms)
Industry Median is	**80**	Equal to generally within terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	59
Payments Within Terms (not weighted)	77 %
Trade Experiences with Slow or Negative Payments(%)	17.80%
Total Placed For Collection	0
High Credit Average	188,728
Largest High Credit	6,000,000
Highest Now Owing	400,000
Highest Past Due	100,000

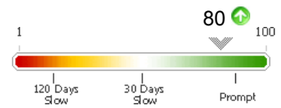
D&B PAYDEX



- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

When weighted by amount, payments to suppliers average generally within terms

3-Month D&B PAYDEX



- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Based on payments collected over last 3 months.

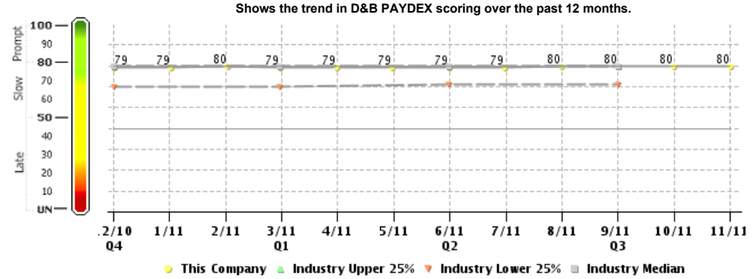
When weighted by amount, payments to suppliers average within terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Real estate agent/manager , based on SIC code 6531 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

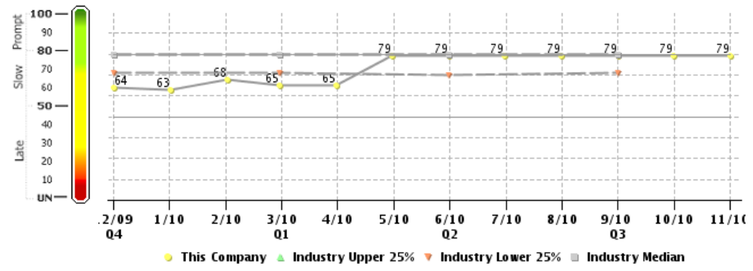


	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11
This Business	79	79	80	79	79	79	79	79	80	80	80	80
Industry Quartiles												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	80	.	.	80	.	.	80	.	.	80	.	.
Lower	70	.	.	70	.	.	71	.	.	71	.	.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The 12-month high is 80 , or equal to GENERALLY WITHIN terms
- The 12-month low is 79 , or equal to 2 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Real estate agent/manager , based on SIC code 6531 .



Previous Year	12/09 Q4'09	03/10 Q1'10	06/10 Q2'10	09/10 Q3'10
This Business	64	65	79	79
Industry Quartiles				
Upper	80	80	80	80
Median	80	80	80	80
Lower	71	71	70	71

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The present industry median Score is 80 , or equal to generally within terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

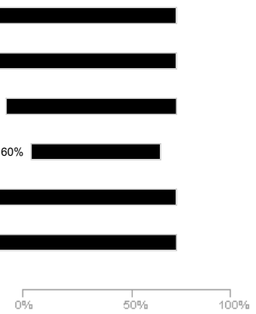
Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT

number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	3	6,900,000	100%
50,000-100,000	1	55,000	100%
15,000-49,999	8	180,000	78%
5,000-14,999	2	12,500	60%
1,000-4,999	10	20,500	83%
Under 1,000	14	3,700	84%



Based on payments collected over last 12 months.
All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 59 payment experience(s) in D&Bs file for the most recent 24 months, with 45 experience(s) reported during the last three month period.

The highest **Now Owes** on file is 400,000 . The highest **Past Due** on file is 100,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90 (%)	90> (%)
Top Industries								
Nonclassified	5	22,700	20,000	100	0	0	0	0
Misc business service	5	5,000	2,500	90	10	0	0	0
Telephone communictns	4	350	250	100	0	0	0	0
Whol computers/softwr	2	115,000	100,000	100	0	0	0	0
Radiotelephone commun	2	75,000	55,000	100	0	0	0	0
Mfg environment cntrl	2	50,000	30,000	100	0	0	0	0
Data processing svcs	2	22,500	20,000	100	0	0	0	0
Mfg photograph equip	2	1,250	750	50	50	0	0	0
Mfg elevator/escaltrs	1	6,000,000	6,000,000	100	0	0	0	0
Mfg public bldg furn	1	800,000	800,000	100	0	0	0	0
Industrial launderer	1	40,000	40,000	0	0	50	0	50
Public finance	1	20,000	20,000	100	0	0	0	0
Misc equipment rental	1	15,000	15,000	100	0	0	0	0
Gravure printing	1	7,500	7,500	100	0	0	0	0
Mfg computer storage	1	7,500	7,500	100	0	0	0	0
Whol industrial equip	1	5,000	5,000	0	100	0	0	0
Whol durable goods	1	2,500	2,500	100	0	0	0	0
Coating/engrave svcs	1	2,500	2,500	100	0	0	0	0
Photocopying service	1	2,500	2,500	100	0	0	0	0
Misc business credit	1	2,500	2,500	0	0	100	0	0
Whol hardware	1	1,000	1,000	100	0	0	0	0
Mfg computers	1	1,000	1,000	50	50	0	0	0
Hvy const eqpt rental	1	750	750	100	0	0	0	0
Mfg corrugated boxes	1	500	500	100	0	0	0	0
Mfg misc office eqpt	1	250	250	0	0	0	100	0
Trucking non-local	1	250	250	50	50	0	0	0
Whol office equipment	1	100	100	100	0	0	0	0
Natural gas distrib	1	100	100	0	0	0	0	100
Whol electrical equip	1	50	50	100	0	0	0	0
Other payment categories								
Cash experiences	9	450	250					
Payment record unknown	3	45,500	25,000					
Unfavorable comments	2	2,750	2,500					
Placed for collections:								
With D&B	0	0	0					
Other	0	N/A	0					
Total in D&Bs file	59	7,249,500	6,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
10/11	Ppt	20,000	0	0		1 mo
	Ppt	15,000	7,500	7,500		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	0	0		1 mo
	Slow 30-60	100	100	0	N30	1 mo
	(006)	25,000	15,000	0		1 mo
09/11	Ppt	6,000,000	0	0		2-3 mos
	Ppt	800,000	400,000	100,000		1 mo
	Ppt	100,000	0	0	N30	1 mo
	Ppt	55,000	0	0		2-3 mos
	Ppt	30,000	0	0		1 mo
	Ppt	20,000	5,000	0		1 mo
	Ppt	20,000	10,000	0		1 mo
	Ppt	20,000	0	0		2-3 mos
	Ppt	15,000	1,000		Lease Agreemnt	
	Ppt	7,500	0	0		2-3 mos
	Ppt	2,500	2,500			1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	750	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	750	750	0		1 mo
	Ppt	250	250	0		1 mo
	Ppt	250	250	0		1 mo
	Ppt	100	100	0	Lease	1 mo

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					Agreemnt	
	Ppt	50	0	0		4-5 mos
	Ppt	50	0	0	N30	1 mo
	Ppt	50	0	0		6-12 mos
	Ppt-Slow 15	1,000	0	0		6-12 mos
	Ppt-Slow 30	1,000	500	0		1 mo
	Ppt-Slow 30	250	0	0		6-12 mos
	Slow 30	5,000	500	0	N30	1 mo
	Slow 90	250	250	250	N30	2-3 mos
	Slow 60-90+	40,000	0	0		6-12 mos
	(034)				Sales COD	1 mo
	(035)				Sales COD	1 mo
	(036)	20,000	20,000	0	Lease Agreemnt	
	(037) Unsatisfactory .	2,500	2,500	2,500		
	(038)	250			Cash account	4-5 mos
	(039)	0	0	0	Cash account	1 mo
08/11	Ppt	500		0	N30	6-12 mos
07/11	Disc	1,000	500	0		1 mo
	(042) Satisfactory .	750	0	0		6-12 mos
01/11	Slow 60	2,500	0	0		6-12 mos
	(044) Bad debt .	250	250	250		1 mo
06/10	Slow 180+	100	100	100		
03/10	Ppt	250	250	0		1 mo
02/10	(047)	500	0	0	N30	6-12 mos

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	3	04/27/04

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC Filings

Collateral	Leased Computer equipment
Type	Original
Sec. Party	INFORMATION LEASING CORPORATION, CINCINNATI, OH
Debtor	EMPIRE STATE BUILDING COMPANY, LLC.
Filing No.	0404275338117
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2004-04-27
Latest Info Received	05/01/04

Collateral	Leased Computer equipment
Type	Original
Sec. Party	INFORMATION LEASING CORPORATION, CINCINNATI, OH
Debtor	EMPIRE STATE BUILDING COMPANY, LLC.
Filing No.	0403225223326
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2004-03-22
Latest Info Received	03/27/04

Collateral	Leased Business machinery/equipment
Type	Original
Sec. Party	MINOLTA BUSINESS SYSTEMS, PARK RIDGE, NJ
Debtor	EMPIRE STATE BUILDING COMPANY L.L.C.
Filing No.	02233630
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2002-10-15
Latest Info Received	11/13/02

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	NO
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2011)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	EMPIRE STATE BUILDING COMPANY L.L.C.
Street Address:	350 5th Ave Ste 300 New York , NY 10118
Phone:	212 736-3100
Fax:	212-947-1360
URL:	http://www.esbnyc.com
Present management control	50 years

History

The following information was reported: **09/03/2011**

Operations

09/03/2011

Description: This is a branch: headquarters are located at 60 E 42ND ST FL 48, NEW YORK, NY. Headquarters D-U-N-S 07-772-4193. Bills are paid generally from headquarters. This branch operates as a building management office.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
6531 0200 Real estate managers
NAICS:

531210 Offices of Real Estate Agents and Brokers

Financials

Currency: Shown in USD unless otherwise indicated

Company Financials: D&B

D&B currently has no financial information on file for this company.
You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the Request Financial Statements button below.

Additional Financial Data

Request Financial Statements

Request Financial Statements

Requested financials are provided byEMPIRE STATE BUILDING COMPANY L.L.C.and are not DUNSRight certified.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments 36

Industry Norms Based On 36 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	12.0	UN
Return on Net Worth	UN	7.4	UN
Short-Term Solvency			
Current Ratio	UN	1.7	UN
Quick Ratio	UN	1.1	UN
Efficiency			
Assets/Sales (%)	UN	374.2	UN
Sales / Net Working Capital	UN	3.5	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	49.2	UN

UN = Unavailable

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Sep 11 to Nov 11

Dollar-weighted average of **12** payment experiences reported from **8** companies

12 months from Dec 10 to Nov 11

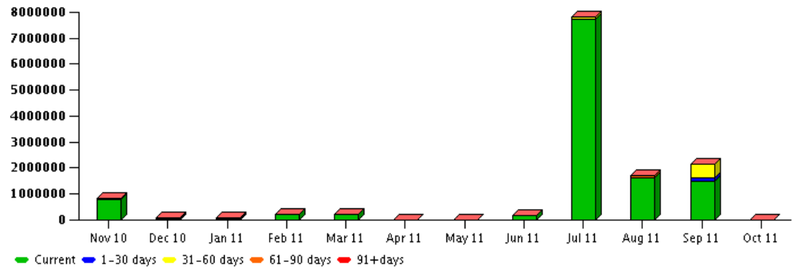
Dollar-weighted average of **18** payment experiences reported from **14** companies

Derogatory Events Last 12 Months from Nov 10 to Oct 11

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 12 month trend from Nov 10 to Oct 11

DUNN AND BRADSTREET REPORT // COMPREHENSIVE REPORT



Status	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11
Total	816,892	68,174	67,209	223,339	226,366	15,086	13,997	173,223	7,815,406	1,649,259	2,139,377	8,330
Current	808,408	25,106	58,917	220,920	224,644	12,449	11,188	182,763	7,751,329	1,641,913	1,475,534	1,737
1-30 Days Past Due	1,599	35,085	-	-	-	1,711	-	-11,957	6,658	-48,763	130,015	218
31-60 Days Past Due	5,757	1,097	1,005	-	-	-	1,883	-	56,109	-	527,944	491
61-90 Days Past Due	703	5,757	400	700	-	-	-	2,417	-	56,109	-	-
90+ Days Past Due	425	1,129	6,887	1,719	1,722	926	926	-	1,310	-	5,884	5,884

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DUNN AND BRADSTREET REPORT // COMMERCIAL CREDIT SCORING REPORT

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EMPIRE STATE BUILDING COMPANY L.L.C.

D-U-N-S® 61-917-5151

Branch
350 5th Ave Ste 300,
New York, NY 10118
Website: www.esbnyc.com

Phone 212 736-3100
Fax 212-947-1360

Advanced Scoring Report

Purchase Date: 11/21/2011
Last Update Date: 09/03/2011

Executive Summary

Company Info

Employees Here 35-40 at this location

This is a **branch** location.
All information is for the branch except the Financial Stress and Credit Score information, which is provided for the **headquarters(HQ)** location.

D&B Rating

D&B Rating **BRANCH**

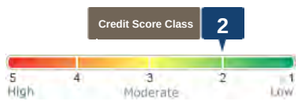
Predictive Analytics

Financial Stress Class

The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

Financial Stress Class	3
Financial Stress Score	1,453
Highest Risk	1,001
Lowest Risk	1,875

Credit Score Class



The Credit Score class of 2 for this company shows that 10.60% of firms with this classification paid one or more bills severely delinquent.

Credit Score Class	2
Credit Score	476
Highest Risk	101
Lowest Risk	670

Business Information

Decide with Confidence

Business Summary

SIC	6531 Real estate agent/manager
NAICS	531210 Offices of Real Estate Agents and Brokers
Branch Manager	JIM CONNERS, MANAGER

Credit Capacity Summary

D&B Rating **BRANCH**

Payment Activity (based on 45 experiences)	USD
Average High Credit	$198,927
Highest Credit	6,000,000
Total Highest Credit	7,210,400

Industry Data

SIC

Code	Description
65310200	Real estate managers

NAICS

Code	Description
531210	Offices of Real Estate Agents and Brokers

Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records
Judgment	0
Lien	0
Suit	0
UCC	3

Commercial Credit Score

DUNN AND BRADSTREET REPORT // COMMERCIAL CREDIT SCORING REPORT

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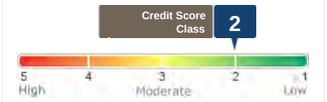
Summary

Credit Score Class



(Moderate risk of severe payment delinquency over next 12 months.)

Incidence of Delinquent Payment

Among Companies with This Class	10.60%
Average Compared to All Businesses	23.50%
Credit Score Percentile	88
Credit Score	476
Number of Payment Experiences	55

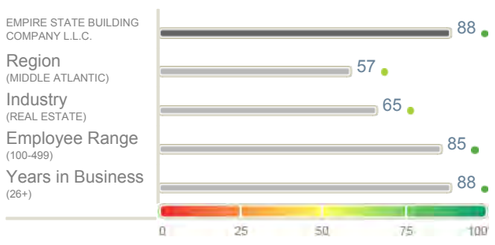
Key Factors

- Most recent amount past due.
- Insufficient number of payment experiences.
- Composite credit appraisal is rated fair.
- Business is not a subsidiary.
- Low number of satisfactory payments.
- Business does not own facilities.

Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 90 days past due or more by creditors. The calculation of this value is based on an inquiry weighted sample.
- The Percentile ranks this firm relative to other businesses.For example, a firm in the 80th percentile has a lower risk of paying in a severely delinquent manner than 79% of all scorable companies in D&B's files.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Credit Score Percentile Norms Comparison



- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

Financial Stress Score

Decide with Confidence

Summary

Financial Stress Class

Financial Stress Score Percentile

Financial Stress National Percentile	36
Financial Stress Score	1453
Probability of Failure with This Score	0.24%
Failure per 10K	24/10,000
Average Failure Rate within D&B database	0.48%
Failure per 10K	48/10,000
Number of Payment Experiences	55

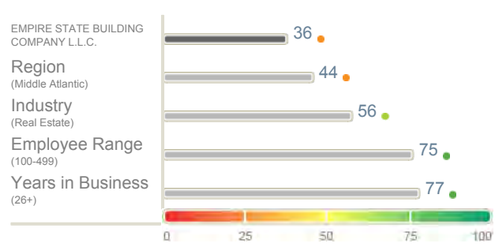
Key Factors

- Composite credit appraisal is rated fair.
- UCC Filings reported.
- High number of inquiries to D&B over last 12 months.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Evidence of open liens.
- High proportion of slow payment experiences to total number of payment experiences.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Financial Stress Percentile Comparison



- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

PROFILE OF PROPOSING TEAM // ATTACHMENT E

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Empire State Building Company L.L.C.
2. Business Address (to receive mail for this RFP):
   350 Fifth Avenue
   New York, New York 10018
3. Business Telephone Number:
   212-736-3100
4. Business Fax Number:
   212-967-6167
5. Firm website:
   www.esbnyc.com
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established: 4 / 2 / 71
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

Subsidiaries: ESB Captive Insurance Company LLC, c/o Malkin Holdings LLC, One Grand Centra Place, 60 East 42nd Street, New York, New York 10165, 26-0617230
Empire State Realty Observatory TRS, LLC (f/k/a ESB Observatory LLC), c/o Malkin Holdings LLC, One Grand Central Place, 60 East 42nd Street, New York, New York 10165, 27-4317468

Affiliates: Empire State Building Company L.L.C. has no other entity that is an affiliate that is related to the ESB Observatory.

9. Officer or Principal of Firm and Title:
   Anthony E. Malkin, President of Malkin Holdings LLC, Supervisor of Empire State Building Company L.L.C.
10. Name, telephone number, and email address of contact for questions:
    Jean-Yves Ghazi, 212-400-3341, jghazi@esbnyc.com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

ONE WTC OBSERVATION DECK
STACKING PLAN

Fill in programming components in grey cells below.

Use			Height		Area			
Floor #	Elevat. Bank	Program	Floor Heights	Floor to Floor	(G) Gross Floor Area (GSF)	(D) Core Deduction	(U) Useable Area U=G-D	(E) Efficiency E=U/G
102	J	18,749	1268'-4"	25'-0"	26,569	5,418	21,151	80%
101	J	14,347	1254'-2"	14'-2"	19,755	5,408	14,347	73%
100	J	19,150	1241'-8"	12'-6"	27,744	5,397	22,347	81%
Total Observation Deck Area					**74,068**	**16,223**	**57,845**	
Ground		0	311'-2"	55'-2"	9,938	2,684	7,254	73%
B-2		19,448	284'-0"	14'-0"	35,790	9,663	26,127	73%
Total Lobby & Back-of-House Area					**45,728**	**12,347**	**33,381**	
Total					**119,796**	**28,570**	**91,226**	

ONE WTC OBSERVATION DECK
SOURCES & USES OF FUNDS

Provide a detailed list of all sources and uses of funds during the construction period.

Sources		Comment
Equity	82,256,661	Own Capital
Debt	-	N/A
Total Sources	82,256,661	
Uses		
Fitout Costs		
Hard Costs	37,363,749	See Fitout Costs
FF&E	2,221,252	See Fitout Costs
Technology	20,150,000	See Fitout Costs
Soft Costs	10,934,660	See Fitout Costs
Subtotal	70,669,661	
Funds for Operations (Carry Cost)		
Operating Expenses	8,811,000	Initial years carry cost; see Pro Forma
Allocated Building Expenses	1,276,000	Initial years, per psf figures given; see Pro Forma
Subtotal	10,087,000	
Transaction Expenses		
Legal	1,000,000	
Other	500,000	Contingency
Subtotal	1,500,000	
Total Uses	82,256,661	

ONE WTC OBSERVATION DECK
FITOUT COSTS

		Observation Deck			
		Budget	**per GSF**	**per GSF ***	**Description**
Square Footage			119,796	74,188	* Excludes core area on B2 and 100-102 except elevator lobbies Includes 2,240 SF for catwalk on level 102.
Hard Costs					
Trade Costs					
Foundations		$0	$0.00	$0.00	
Superstructure		-	$0.00	$0.00	
Façade		-	$0.00	$0.00	
Roofing		-	$0.00	$0.00	
Interior Construction		20,418,480	$170.44	$275.23	Build-out cost including final finishes and B2 glass stair, and catwalk
Conveying		1,242,000	$10.37	$16.74	Slab opening at level 102 and (2) new escalators
Mechanical				$0.00	
Plumbing		680,800	$5.68	$9.18	General piping, equipment, fixtures, testing and balancing
Fire Protection		752,220	$6.28	$10.14	Branch piping, sprinkler heads, control valves, testing and balancing
HVAC		1,784,800	$14.90	$24.06	Supply ductwork and return, modification to existing ductwork as required, VAV boxes on upper floors, exhaust ductwork for pantry, HVAC units, testing and balancing
Electrical		2,887,880	$24.11	$38.93	Includes distribution based on 400 amps, (1) transformers, feeders, panels, electrical to support plumbing/HVAC/fire alarm/security/AV/tel/data, lighting controls and power supply for technology.
Equipment		-	$0.00	$0.00	N/A
Sitework		-	$0.00	$0.00	N/A
Special Construction		-	$0.00	$0.00	N/A
General Requirements		920,000	$7.68	$12.40	Site laborers, protection, security fencing and misc. costs
Total Trade Costs		28,686,180	$239.46	$386.67	
General Conditions	10.00%	2,868,618	$23.95	$38.67	% shown x Total Trade Costs
Construction Management (CM) Fee	3.00%	860,585	$7.18	$11.60	% shown x Total Trade Costs
Commercial General Liability (CGL) Insurance	1.25%	358,577	$2.99	$4.83	% shown x Total Trade Costs
Contractor Controlled Insurance Program (CCIP)	4.50%	1,290,878	$10.78	$17.40	% shown x Total Trade Costs
Subguard	1.50%	430,293	$3.59	$5.80	% shown x Total Trade Costs
Testing & Inspection		-	$0.00	$0.00	N/A - Excluded
Other				$0.00	
Contingency	10.00%	$2,868,618	$23.95	$38.67	Contingency
Total Hard Costs		**$37,363,749**			
FF&E					
Pre-Opening Expenses		-	$0.00	$0.00	N/A
Lighting Design	0.25%	93,409	$0.78	$1.26	% shown x Hard Costs Total
Graphics Design	0.20%	74,727	$0.62	$1.01	% shown x Hard Costs Total
Consultant Reimbursable	10.00%	16,814	$0.14	$0.23	Allowance
Graphics Material / Installation		180,000	$1.50	$2.43	
Exterior Signage		25,000	$0.21	$0.34	Allowance
Warehousing / Installation		200,000	$1.67	$2.70	Allowance for 5 months of storage and installation
Public Space		540,000	$4.51	$7.28	FF&E allowance for public space
Equipment		450,000	$3.76	$6.07	Security equipment, uniform conveyors, back of house office equipment
Other		200,000	$1.67	$2.70	Back of house furniture, storage shelving, lockers
Sales Tax	8.875%	123,806	$1.03	$1.67	Sales tax on graphics material install, exterior signage, public space, equipment and other
Freight	10.00%	139,500	$1.16	$1.88	Freight tax on graphics material install, exterior signage, public space, equipment and other
Contingency	10.00%	$177,995	$1.49	$2.40	Contingency
Total FF&E		**$2,221,252**			
Technology					
Technology		15,500,000	$129.39	$208.93	Allowance
Critical Spares	10.00%	1,550,000	$12.94	$20.89	Attic stock
Contingency	20.00%	3,100,000	$25.88	$41.79	Contingency
Total Technology		**$20,150,000**			

ONE WTC OBSERVATION DECK
FITOUT COSTS

		Observation Deck			
		Budget	**per GSF**	**per GSF ***	**Description**
Soft Costs					
Pre-Construction Services Fee		150,000	$1.25	$2.02	Allowance
Architect	3.00%	1,120,912	$9.36	$15.11	% shown x Hard Costs Total
MEP	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
Elevator		-	$0.00	$0.00	N/A
Structural	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
Interior Design Consultant	4.00%	1,494,550	$12.48	$20.15	% shown x Hard Costs Total
Concept Designer		3,000,000	$25.04	$40.44	Allowance
Elevator Consultant	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
Acoustic Consultant	0.40%	149,455	$1.25	$2.01	% shown x Hard Costs Total
Code Consultant	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
AV/Sound Consultant	0.40%	149,455	$1.25	$2.01	% shown x Hard Costs Total
Security Consultant	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
Network Integrator Consultant	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
Expeditor	0.10%	37,364	$0.31	$0.50	% shown x Hard Costs Total
LEED Program		-	$0.00	$0.00	N/A
Permits and Fees	2.00%	747,275	$6.24	$10.07	% shown x Hard Costs Total
Commissioning		-	$0.00	$0.00	N/A
Owner's General Liability / Property Insurance	1.25%	467,047	$3.90	$6.30	% shown x Hard Costs Total
Builder's Risk Insurance	0.35%	130,773	$1.09	$1.76	% shown x Hard Costs Total
Consultant Disbursements	10.00%	707,319	$5.90	$9.53	% shown x of all consultant fees total
Marketing & Advertising		-	$0.00	$0.00	N/A
Legal & Accounting		-	$0.00	$0.00	N/A
Developer Expenses		-	$0.00	$0.00	No fee to ESB/Malkin or 3rd Party Provider
Project Manager	2.00%	1,362,267	$11.37	$18.36	% shown x All Project Costs
Development Fees		-	$0.00	$0.00	No fee to ESB/Malkin or 3rd Party Provider
Misc. - Consultant Fees		200,000	$1.67	$2.70	Allowance
Misc. - Other		-	$0.00	$0.00	
Soft Cost Contingency	10.00%	$994,060	$8.30	$13.40	Contingency
Total Soft Costs		**$10,934,660**			

TOTAL COSTS	**$70,669,661**	$589.92	$952.58	

ONE WTC OBSERVATION DECK
PRO FORMA ASSUMPTIONS

In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

	Proposer Assumption (Unit Value)		Proposer Assumption (Percentage Value)		Proposer Description of Assumptions
Revenue					
Annual Attendance	2,622,806	gross	see detail		See detail of Attendence growth in the Pro Forma
Average Adult Ticket Price	$25.00	/admission	1.78%	growth	Adult ticket price, increased by $1 every two years; adult ticket price includes sales tax, which is netted out in the "Global Discount"
Global Discount	-20.82%	/admission	0.00%	growth	Includes overall impact of price distribution by ticket category (child, senior, military, tour & travel, CityPass, etc.) and payment of sales taxes; not expected to change.
Ancillary (VIP Access)	$55.00	/admission	N/A		Average price per admission for VIP Access tickets, Ticket Price increased $5 in years 5 and 11.
Credit Card and Other Sales Fees	($0.18)	/admission	N/A		Assumes 40% of tickets purchased with credit card, with a 2% fee from credit card companies
Other					N/A
Other Revenue					
Food and Beverage	$0.00		0.00%	growth	No food or beverage items to be sold
Retail	$1.05	/adm yr 1	see detail		Base fixed rental revenue (see detail) + plus 36% of sales above the stated hurdle.
Photography	$0.65	/admission	0.00%	growth	Average income per admission (per capita contract), increasing at 0% per year and tied to fluctuation of admissions
Audio Tours	$0.17	/admission	1.00%	growth	Average income per admission, increasing at 1% per year and tied to fluctuation of admissions
Special Events	$1.67	/GSF	3.00%	growth	Assumes 10 events per year @ $20,000 per event; price per event increases by 3% per year
Web Sales Commission	$2.00	/unit	$1.00	/unit	Price per internet purchase; increased by $1 in years 3, 7 & 11; based on 15% of general admission sales (not overall ticket sales)
Other	$0.10		N/A		Average price per ticket for City Pass commissions and postage & handling; tied to ticket sale growth

ONE WTC OBSERVATION DECK
PRO FORMA ASSUMPTIONS

In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

	Proposer Assumption (Unit Value)		Proposer Assumption (Percentage Value)		Proposer Description of Assumptions
Operating Expenses					
Base Rent	**$50.00**	/GSF	see detail		Base Rent is a fixed charge as shown. A profit-sharing split is shown below the line, as well.
Start-up Costs	$589.92	/GSF	0.00%	growth	See "Fitout Costs" tab for detail
Payroll	$117.09	/GSF	4.00%	growth	Includes all union and non-union salaries, taxes and benefits
Marketing & Advertising	$53.37	/GSF	3.00%	growth	Includes all marketing, advertising, agency, website, public relations costs; see marketing backup for detail
RFID Bracelets	$0.22	/unit	3.00%	growth	Cost per visitor; cost is $0.88 per bracelet, with 55% of purchases made on site and an average purchase of 2.23 tickets; tied to admissions and grown at 3% per year
Maintenance and Repairs	$7.18	/GSF	3.00%	growth	Cost per useable square foot; includes uniforms, supplies, painting, stanchions, way-finding signage and R&M contracts (glass and metal cleaning)
Cleaning	$1.30	/GSF	3.00%	growth	$0.25 per useable square feet for cleaning supplies ($0.19 per GSF); $1.11/GSF for vacation/sick coverage for custodial employees
Utilities	$4.00	/GSF	4.00%	growth	Based on total square footage capacity, multiplied by a PSF estimate
Insurance	$19.32	/GSF	3.00%	growth	Includes estimates for general liability, excess liability, crime, cyber, employment, property, workers comp
Professional Services	$2.32	/GSF	3.00%	growth	Expense category covers accounting, legal and other consulting
IT and Systems	$3.31	/GSF	3.00%	growth	Expense category covers ticketing systems, security, hardware, software, recovery, communications and website maintenance
General and Administrative	$3.53	/GSF	3.00%	growth	Reflects general administrative expense assumption, covering travel, bank fees, office supplies, payroll processing, etc.
Security	$22.25	/GSF	4.00%	growth	PSF, based on market rates for contract security
Elevators	$7.51	/GSF	3.00%	growth	Maintenance of elevators and escalators estimated $900k per PA
Other	$11.51	/GSF	N/A		Commercial rent tax and other corporate tax; growth tied to income
Allocated Building Expenses					
PILOT	$7.50	/GSF	3.00%	growth	PSF, increasing at 3% annual growth rate
Sitewide Common Area Maintenance	$3.00	/GSF	3.00%	growth	PSF, increasing at 3% annual growth rate
Business Improvement District (BID)	$0.15	/GSF	3.00%	growth	PSF, increasing at 3% annual growth rate

ONE WTC OBSERVATION DECK
PRO FORMA ASSUMPTIONS

In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

	Proposer Assumption (Unit Value)		Proposer Assumption (Percentage Value)		Proposer Description of Assumptions
Cost of Goods Sold (COGS)					
Food and Beverage	$0.00	/GSF	0.00%	growth	No food or beverage items to be sold
Retail	$0.00	/GSF	0.00%	growth	Sales go through retail operator; no cost to company
Photography	$0.00	/GSF	0.00%	growth	Photography to be contracted out; no cost to company
Audio Tours	$0.00	/GSF	0.00%	growth	No cost following initial implementation (reflected in fitout costs)
Special Events	$0.42	/GSF	3.00%	growth	25% of event income; grown at base expense growth rate
Other	$0.00	/GSF	0.00%	growth	
Operator Fee					
Operator Fee (% Cash Flow)	N/A				N/A
Capital Reserves					
Reserves	$0.25	/GSF	3.00%	growth	Contingency starting year 2
Content Replacement	$1.57	/GSF (avg)	3.00%	growth	For replacement of specific content as estimated over time. See Pro Forma for detail.
Capital Refreshment	$10.73	/GSF (avg)	3.00%	growth	For replacement/upgrades of equipment as estimated over time. See Pro Forma for detail.
Reserves ($ per GSF)	N/A				N/A
Other Expenses					
[ ]	N/A				N/A
Financing (A)					
[ ]	N/A				N/A
Distributions (B)					
Priority to Operator					See detail and results in Pro Forma.
Capital Cost	5.00%	of Capital Investment			Component of Priority is to cover cost of capital.
Amortization of Initial Capital	1/15	of Capital Investment			Component of Priority is for Straight-line amortization of Capital Investment
Priority Return	8.00%	of Capital Investment			Component of Priority is for Priority Return
Split Above Priority					
Port Authority	50.00%	of Cash Above Priority			Profit split of cash flow in excess of Operator Priority
Operator	50.00%	of Cash Above Priority			Profit split of cash flow in excess of Operator Priority

Notes
(A) Financing: Indicate what debt structure you propose (if any), and outline major assumptions incl. loan-to-cost % or coverage ratio, term, amortization and interest rate
(B) Distributions: Indicate in what form and to whom excess cash flow will be distributed

ONE WTC OBSERVATION DECK
PRO FORMA

		CONSTRUCTION PERIOD		OPERATING PERIOD														
Operating Year		**-2**	**-1**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Projection Yr Start		**Mar-13**	**Mar-14**	**Mar-15**	**Mar-16**	**Mar-17**	**Mar-18**	**Mar-19**	**Mar-20**	**Mar-21**	**Mar-22**	**Mar-23**	**Mar-24**	**Mar-25**	**Mar-26**	**Mar-27**	**Mar-28**	**Mar-29**
Projection Yr End		**Feb-14**	**Feb-15**	**Feb-16**	**Feb-17**	**Feb-18**	**Feb-19**	**Feb-20**	**Feb-21**	**Feb-22**	**Feb-23**	**Feb-24**	**Feb-25**	**Feb-26**	**Feb-27**	**Feb-28**	**Feb-29**	**Feb-30**
Assumptions																		
Attendance Growth				**0.00%**	**14.38%**	**16.67%**	**4.00%**	**3.50%**	**3.00%**	**3.04%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Annual Revenue Growth Rate	4.95%				14.58%	21.09%	3.98%	7.65%	3.23%	6.88%	0.21%	3.25%	0.66%	3.48%	0.21%	3.04%	0.22%	2.95%
Annual Expense Growth Rate (Global)	**3.00%**																	
Annual Expense Growth Rate (Payroll/Electric)	**4.00%**																	
Revenue																		
Admissions Revenue																		
Annual Attendance	3.06%			2,622,806	3,000,000	3,500,000	3,640,000	3,768,000	3,882,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Annual Change in Ticket Price					$0.00	$1.00	$0.00	$1.00	$0.00	$1.00	$0.00	$1.00	$0.00	$1.00	$0.00	$1.00	$0.00	$1.00
Average Adult Ticket Price	1.78%			$25.00	$25.00	$26.00	$26.00	$27.00	$27.00	$28.00	$28.00	$29.00	$29.00	$30.00	$30.00	$31.00	$31.00	$32.00
Global Discount (Net Ticket Yield)				-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%	-20.82%
Effective Ticket Price				$19.79	$19.79	$20.59	$20.59	$21.38	$21.38	$22.17	$22.17	$22.96	$22.96	$23.75	$23.75	$24.55	$24.55	$25.34
Net Ticket Revenue			4,958,224	51,918,250	59,384,777	72,053,530	74,935,671	80,554,263	82,991,414	88,681,267	88,681,267	91,848,455	91,848,455	95,015,644	95,015,644	98,182,832	98,182,832	101,350,020
Ancillary Admissions Revenue				3,510,234	4,015,052	4,684,228	4,871,597	5,501,352	5,667,794	5,840,076	5,840,076	5,840,076	6,326,749	6,326,749	6,326,749	6,326,749	6,326,749	6,326,749
Credit Card and Other Sales Fees			(37,870)	(466,211)	(533,258)	(648,002)	(673,922)	(726,314)	(748,288)	(800,597)	(800,597)	(826,999)	(831,056)	(860,619)	(860,619)	(887,022)	(887,022)	(913,424)
Other																		
Total Admissions Revenue		**0**	**4,920,354**	**54,962,273**	**62,866,571**	**76,089,755**	**79,133,345**	**85,329,301**	**87,910,919**	**93,720,747**	**93,720,747**	**96,861,532**	**97,344,148**	**100,481,773**	**100,481,773**	**103,622,559**	**103,622,559**	**106,763,345**
Other Revenue																		
Food and Beverage				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail	See below			2,500,000	3,000,000	3,500,000	3,620,578	3,930,724	4,236,280	4,555,633	4,758,138	4,965,876	5,178,985	5,397,610	5,621,900	5,852,005	6,088,082	6,330,292
Photography				1,704,824	1,950,000	2,275,000	2,366,000	2,449,200	2,523,300	2,600,000	2,600,000	2,600,000	2,600,000	2,600,000	2,600,000	2,600,000	2,600,000	2,600,000
Audio Tours				445,877	515,100	606,960	637,550	666,569	693,604	721,834	729,052	736,343	743,706	751,143	758,654	766,241	773,903	781,642
Special Events				200,000	206,000	212,180	218,545	225,102	231,855	238,810	245,975	253,354	260,955	268,783	276,847	285,152	293,707	302,518
Web Sales Commission				497,187	568,689	995,206	1,035,014	1,071,410	1,103,826	1,516,504	1,516,504	1,516,504	1,516,504	1,895,630	1,895,630	1,895,630	1,895,630	1,895,630
Other				263,060	300,892	365,082	379,685	408,154	420,502	449,332	449,332	465,379	465,379	481,427	481,427	497,474	497,474	513,522
Total Other Revenue		**0**	**-**	**5,610,948**	**6,540,681**	**7,954,427**	**8,257,373**	**8,751,159**	**9,209,366**	**10,082,113**	**10,299,001**	**10,537,456**	**10,765,529**	**11,394,594**	**11,634,458**	**11,896,503**	**12,148,797**	**12,423,604**
Total Revenue		**$0**	**$4,920,354**	**$60,573,222**	**$69,407,252**	**$84,044,182**	**$87,390,718**	**$94,080,459**	**$97,120,285**	**$103,802,860**	**$104,019,748**	**$107,398,988**	**$108,109,678**	**$111,876,367**	**$112,116,231**	**$115,519,062**	**$115,771,356**	**$119,186,949**

ONE WTC OBSERVATION DECK
PRO FORMA

		CONSTRUCTION PERIOD		OPERATING PERIOD														
Operating Year		**-2**	**-1**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Projection Yr Start		**Mar-13**	**Mar-14**	**Mar-15**	**Mar-16**	**Mar-17**	**Mar-18**	**Mar-19**	**Mar-20**	**Mar-21**	**Mar-22**	**Mar-23**	**Mar-24**	**Mar-25**	**Mar-26**	**Mar-27**	**Mar-28**	**Mar-29**
Projection Yr End		**Feb-14**	**Feb-15**	**Feb-16**	**Feb-17**	**Feb-18**	**Feb-19**	**Feb-20**	**Feb-21**	**Feb-22**	**Feb-23**	**Feb-24**	**Feb-25**	**Feb-26**	**Feb-27**	**Feb-28**	**Feb-29**	**Feb-30**
Expenses																		
Operating Expenses																		
Base Rent		0	0	5,989,800	5,989,800	5,989,800	5,989,800	5,989,800	6,588,780	6,588,780	6,588,780	6,588,780	6,588,780	7,247,658	7,247,658	7,247,658	7,247,658	7,247,658
Fitout Costs		35,334,831	35,334,831	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payroll		0	2,594,519	14,026,613	14,663,431	15,360,694	16,001,162	16,652,511	17,361,184	18,107,270	18,831,561	19,584,824	20,368,217	21,182,945	22,030,263	22,911,474	23,827,933	24,781,050
Marketing & Advertising		900,000	1,877,000	6,393,267	6,585,065	6,782,617	6,986,095	7,195,678	7,411,548	7,633,895	7,862,912	8,098,799	8,341,763	8,592,016	8,849,776	9,115,270	9,388,728	9,670,389
RFID Bracelets			113,851	569,255	670,655	805,903	863,284	920,450	976,747	1,036,630	1,067,729	1,099,761	1,132,754	1,166,736	1,201,738	1,237,791	1,274,924	1,313,172
Maintenance and Repairs			271,717	860,600	886,418	913,011	940,401	968,613	997,671	1,027,601	1,058,429	1,090,182	1,122,888	1,156,574	1,191,272	1,227,010	1,263,820	1,301,735
Cleaning			78,158	156,316	161,005	165,835	170,810	175,934	181,213	186,649	192,248	198,016	203,956	210,075	216,377	222,869	229,555	236,441
Utilities				479,184	498,351	518,285	539,017	560,578	583,001	606,321	630,573	655,796	682,028	709,309	737,682	767,189	797,877	829,792
Insurance				2,314,015	2,383,435	2,454,939	2,528,587	2,604,444	2,682,578	2,763,055	2,845,947	2,931,325	3,019,265	3,109,843	3,203,138	3,299,232	3,398,209	3,500,155
Professional Services				278,000	286,340	294,930	303,778	312,891	322,278	331,947	341,905	352,162	362,727	373,609	384,817	396,362	408,252	420,500
IT & Systems			2,683,094	199,700	396,627	408,526	420,781	433,405	446,407	459,799	473,593	487,801	502,435	517,508	533,033	549,024	565,495	582,460
General and Administrative			70,525	423,149	435,843	448,919	462,386	476,258	490,546	505,262	520,420	536,032	552,113	568,677	585,737	603,309	621,408	640,051
Security			222,137	2,665,639	2,772,265	2,883,156	2,998,482	3,118,421	3,243,158	3,372,884	3,507,800	3,648,112	3,794,036	3,945,798	4,103,629	4,267,775	4,438,486	4,616,025
Elevators				900,000	927,000	954,810	983,454	1,012,958	1,043,347	1,074,647	1,106,886	1,140,093	1,174,296	1,209,525	1,245,810	1,283,185	1,321,680	1,361,331
Other				1,378,890	1,579,988	1,913,184	1,989,364	2,141,650	2,210,849	2,362,971	2,367,908	2,444,833	2,461,011	2,546,756	2,552,217	2,629,679	2,635,422	2,713,175
Total Operating Expenses		**$36,234,831**	**$43,245,830**	**$36,634,428**	**$38,236,223**	**$39,894,607**	**$41,177,402**	**$42,563,592**	**$44,539,305**	**$46,057,711**	**$47,396,692**	**$48,856,516**	**$50,306,269**	**$52,537,029**	**$54,083,148**	**$55,757,824**	**$57,419,447**	**$59,213,933**
Allocated Building Expenses																		
PILOT			$898,470	$925,424	$953,187	$981,782	$1,011,236	$1,041,573	$1,072,820	$1,105,005	$1,138,155	$1,172,300	$1,207,469	$1,243,693	$1,281,003	$1,319,433	$1,359,016	$1,399,787
Sitewide Common Area Maintenance			359,388	370,170	381,275	392,713	404,494	416,629	429,128	442,002	455,262	468,920	482,987	497,477	512,401	527,773	543,607	559,915
Business Improvement District (BID)			17,969	18,508	19,064	19,636	20,225	20,831	21,456	22,100	22,763	23,446	24,149	24,874	25,620	26,389	27,180	27,996
Total Allocated Building Expenses		**$0**	**$1,275,827**	**$1,314,102**	**$1,353,525**	**$1,394,131**	**$1,435,955**	**$1,479,034**	**$1,523,405**	**$1,569,107**	**$1,616,180**	**$1,664,665**	**$1,714,605**	**$1,766,044**	**$1,819,025**	**$1,873,596**	**$1,929,803**	**$1,987,698**
Cost of Goods Sold (COGS)																		
Food and Beverage				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Retail				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Photography				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Audio Tours				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Events				50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	69,212	71,288	73,427	75,629
Other																		
Total COGS		**$0**	**$0**	**$50,000**	**$51,500**	**$53,045**	**$54,636**	**$56,275**	**$57,964**	**$59,703**	**$61,494**	**$63,339**	**$65,239**	**$67,196**	**$69,212**	**$71,288**	**$73,427**	**$75,629**
Operator Fee																		
Operator Fee (% Cash Flow)	**N/A**			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operator Fee		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Capital Reserves																		
Reserves				-	29,949	30,847	31,773	32,726	33,708	34,719	35,761	36,833	37,938	39,077	40,249	41,456	42,700	43,981
Content Replacement				-	-	-	-	633,099	-	671,654	-	-	733,935	-	778,632	-	-	-
Capital Refreshment				-	-	-	-	8,117,065	-	1,578,200	-	-	8,468,913	-	1,113,936	-	-	-
Reserves ($ per GSF)				0	0	0	0	0	0	0	0	0	0	0	0			
Capital Reserves		**$0**	**$0**	**$0**	**$29,949**	**$30,847**	**$31,773**	**$8,782,890**	**$33,708**	**$2,284,573**	**$35,761**	**$36,833**	**$9,240,786**	**$39,077**	**$1,932,816**	**$41,456**	**$42,700**	**$43,981**
Other Expenses																		
Total Expenses		**$36,234,831**	**$44,521,658**	**$37,998,530**	**$39,671,198**	**$41,372,631**	**$42,699,766**	**$52,881,790**	**$46,154,381**	**$49,971,094**	**$49,110,126**	**$50,621,354**	**$61,326,899**	**$54,409,345**	**$57,904,201**	**$57,744,164**	**$59,465,377**	**$61,321,241**
Net Operating Income (NOI)		**-$36,234,831**	**-$39,601,304**	**$22,574,692**	**$29,736,054**	**$42,671,551**	**$44,690,953**	**$41,198,669**	**$50,965,904**	**$53,831,766**	**$54,909,622**	**$56,777,635**	**$46,782,779**	**$57,467,022**	**$54,212,030**	**$57,774,897**	**$56,305,979**	**$57,865,708**

ONE WTC OBSERVATION DECK
PRO FORMA

		CONSTRUCTION PERIOD		OPERATING PERIOD													
Operating Year		**-2**	**-1**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Projection Yr Start		**Mar-13**	**Mar-14**	**Mar-15**	**Mar-16**	**Mar-17**	**Mar-18**	**Mar-19**	**Mar-20**	**Mar-21**	**Mar-22**	**Mar-23**	**Mar-24**	**Mar-25**	**Mar-26**	**Mar-27**	**Mar-28**	**Mar-29**
Projection Yr End		**Feb-14**	**Feb-15**	**Feb-16**	**Feb-17**	**Feb-18**	**Feb-19**	**Feb-20**	**Feb-21**	**Feb-22**	**Feb-23**	**Feb-24**	**Feb-25**	**Feb-26**	**Feb-27**	**Feb-28**	**Feb-29**	**Feb-30**
Financing (A)																		
N/A																		
Total Financing Costs		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Net Cash Flow		**-$36,234,831**	**-$39,601,304**	**$22,574,692**	**$29,736,054**	**$42,671,551**	**$44,690,953**	**$41,198,669**	**$50,965,904**	**$53,831,766**	**$54,909,622**	**$56,777,635**	**$46,782,779**	**$57,467,022**	**$54,212,030**	**$57,774,897**	**$56,305,979**	**$57,865,708**
Distributions (B)																		
Port Authority				3,346,274	6,926,956	13,394,704	14,404,405	12,658,263	17,541,880	18,974,811	19,513,739	20,447,746	15,450,318	20,792,439	19,164,943	20,946,377	20,211,918	20,991,782
Operator				19,228,418	22,809,099	29,276,847	30,286,548	28,540,406	33,424,024	34,856,955	35,395,883	36,329,889	31,332,461	36,674,583	35,047,087	36,828,520	36,094,061	36,873,926
Net Cash Flow				22,574,692	29,736,054	42,671,551	44,690,953	41,198,669	50,965,904	53,831,766	54,909,622	56,777,635	46,782,779	57,467,022	54,212,030	57,774,897	56,305,979	57,865,708
Port Authority Summary	Total																	
Base Rent	99,131,190			5,989,800	5,989,800	5,989,800	5,989,800	5,989,800	6,588,780	6,588,780	6,588,780	6,588,780	6,588,780	7,247,658	7,247,658	7,247,658	7,247,658	7,247,658
Split above Priority	244,766,555			3,346,274	6,926,956	13,394,704	14,404,405	12,658,263	17,541,880	18,974,811	19,513,739	20,447,746	15,450,318	20,792,439	19,164,943	20,946,377	20,211,918	20,991,782
Total to Port Authority	343,897,745			9,336,074	12,916,756	19,384,504	20,394,205	18,648,063	24,130,660	25,563,591	26,102,519	27,036,526	22,039,098	28,040,097	26,412,601	28,194,035	27,459,576	28,239,440
Port Authority Summary per GSF	Average																	
Base Rent	$55.17			$50.00	$50.00	$50.00	$50.00	$50.00	$55.00	$55.00	$55.00	$55.00	$55.00	$60.50	$60.50	$60.50	$60.50	$60.50
Split above Priority	$136.21			$27.93	$57.82	$111.81	$120.24	$105.67	$146.43	$158.39	$162.89	$170.69	$128.97	$173.57	$159.98	$174.85	$168.72	$175.23
Total to Port Authority per GSF	$191.38			$77.93	$107.82	$161.81	$170.24	$155.67	$201.43	$213.39	$217.89	$225.69	$183.97	$234.07	$220.48	$235.35	$229.22	$235.73

Notes:
(A) Financing: Indicate what debt structure you propose (if any), and outline major assumptions including loan-to-cost % or coverage ratio, term, amortization and interest rate
(B) Distributions: Indicate in what form and to whom excess cash flow will be distributed

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		CONSTRUCTION PERIOD		OPERATING PERIOD													
Operating Year		**-2**	**-1**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Projection Yr Start		**Mar-13**	**Mar-14**	**Mar-15**	**Mar-16**	**Mar-17**	**Mar-18**	**Mar-19**	**Mar-20**	**Mar-21**	**Mar-22**	**Mar-23**	**Mar-24**	**Mar-25**	**Mar-26**	**Mar-27**	**Mar-28**	**Mar-29**
Projection Yr End		**Feb-14**	**Feb-15**	**Feb-16**	**Feb-17**	**Feb-18**	**Feb-19**	**Feb-20**	**Feb-21**	**Feb-22**	**Feb-23**	**Feb-24**	**Feb-25**	**Feb-26**	**Feb-27**	**Feb-28**	**Feb-29**	**Feb-30**
Retail Rent Computation																		
Sales per Visitor				$2.60	$2.65	$2.71	$2.76	$2.81	$2.87	$2.93	$2.99	$3.05	$3.11	$3.17	$3.23	$3.30	$3.36	$3.43
Total Sales				6,819,296	7,956,000	9,467,640	10,043,273	10,604,371	11,143,708	11,712,089	11,946,331	12,185,258	12,428,963	12,677,542	12,931,093	13,189,715	13,453,509	13,722,579
							3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Base Rent				2,500,000	3,000,000	3,500,000	3,605,000	3,713,150	3,824,545	3,939,281	4,057,459	4,179,183	4,304,559	4,433,695	4,566,706	4,703,707	4,844,819	4,990,163
Percentage Rent																		
Sales Threshhold				10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Percentage Above Threshhold	**36.00%**			**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**	**36.00%**
Percentage Rent				-	-	-	15,578	217,574	411,735	616,352	700,679	786,693	874,427	963,915	1,055,193	1,148,297	1,243,263	1,340,128
Total Retail Rent				**2,500,000**	**3,000,000**	**3,500,000**	**3,620,578**	**3,930,724**	**4,236,280**	**4,555,633**	**4,758,138**	**4,965,876**	**5,178,985**	**5,397,610**	**5,621,900**	**5,852,005**	**6,088,082**	**6,330,292**
Total Retail Rent as % of Total Sales				36.7%	37.7%	37.0%	36.0%	37.1%	38.0%	38.9%	39.8%	40.8%	41.7%	42.6%	43.5%	44.4%	45.3%	46.1%
Capital Expenses	*Timing is approximate*																	
Content Replacement	2,250,000			-	-	-	-	562,500	-	562,500	-	-	562,500	-	562,500	-	-	-
Total Inflated	2,817,320			-	-	-	-	633,099	-	671,654	-	-	733,935	-	778,632	-	-	-
Capital Refreshment	15,829,072			-	-	-	-	7,211,907	-	1,321,718	-	-	6,490,716	-	804,731	-	-	-
Total Inflated	19,278,113			-	-	-	-	8,117,065	-	1,578,200	-	-	8,468,913	-	1,113,936	-	-	-
Leasehold Payment																		
Basic Rent to Port Authority	*$ 50.00 per GSF*			5,989,800	5,989,800	5,989,800	5,989,800	5,989,800	6,588,780	6,588,780	6,588,780	6,588,780	6,588,780	7,247,658	7,247,658	7,247,658	7,247,658	7,247,658
Priority to Operator																		
Capital Investment																		
Fitout Costs				70,669,661														
Funds for Operations (Carry Cost)				10,087,000														
Capital Investment				80,756,661														
Cost of Capital	**5.00%**			4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833	4,037,833
Amortization of Capital Investment	**1/15**			5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777	5,383,777
Priority % on Capital Investment	**8.00%**			6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533	6,460,533
Priority to Operator				15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143
Split above Priority																		
Port Authority	**50.00%**																	
Operator	**50.00%**																	
Computation																		
Net Cash Flow				22,574,692	29,736,054	42,671,551	44,690,953	41,198,669	50,965,904	53,831,766	54,909,622	56,777,635	46,782,779	57,467,022	54,212,030	57,774,897	56,305,979	57,865,708
Priority to Operator				15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143
Cash Available for Split				6,692,549	13,853,911	26,789,408	28,808,809	25,316,526	35,083,760	37,949,623	39,027,478	40,895,491	30,900,635	41,584,879	38,329,887	41,892,754	40,423,836	41,983,564
Split above Priority																		
Port Authority	50.00%			3,346,274	6,926,956	13,394,704	14,404,405	12,658,263	17,541,880	18,974,811	19,513,739	20,447,746	15,450,318	20,792,439	19,164,943	20,946,377	20,211,918	20,991,782
Operator	50.00%			3,346,274	6,926,956	13,394,704	14,404,405	12,658,263	17,541,880	18,974,811	19,513,739	20,447,746	15,450,318	20,792,439	19,164,943	20,946,377	20,211,918	20,991,782
Subtotal				6,692,549	13,853,911	26,789,408	28,808,809	25,316,526	35,083,760	37,949,623	39,027,478	40,895,491	30,900,635	41,584,879	38,329,887	41,892,754	40,423,836	41,983,564
Operator Summary																		
Priority to Operator				15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143	15,882,143
Split above Priority				3,346,274	6,926,956	13,394,704	14,404,405	12,658,263	17,541,880	18,974,811	19,513,739	20,447,746	15,450,318	20,792,439	19,164,943	20,946,377	20,211,918	20,991,782
Total				19,228,418	22,809,099	29,276,847	30,286,548	28,540,406	33,424,024	34,856,955	35,395,883	36,329,889	31,332,461	36,674,583	35,047,087	36,828,520	36,094,061	36,873,926

ONE WTC OBSERVATION DECK
CAPACITY ASSUMPTIONS

Weekend Daily Throughput

	Projected Demand	*Accommodated Demand*	*Excess Demand*
8am - 9am	253	1,725	-
9am - 10am	394	1,725	-
10am - 11am	521	1,725	-
11am - 12pm	545	1,725	-
12pm - 1pm	527	1,725	-
1pm - 2pm	540	1,725	-
2pm - 3pm	529	1,725	-
3pm - 4pm	500	1,725	-
4pm - 5pm	511	1,725	-
5pm - 6pm	472	1,725	-
6pm - 7pm	455	1,725	-
7pm - 8pm	463	1,725	-
8pm - 9pm	432	1,725	-
9pm - 10pm	371	1,725	-
10pm - 11pm	377	1,725	-
11pm - 12am	269	1,725	-
12am - 1pm	153	1,725	
Total	**7,311**	**29,325**	**-**

Weekday Daily Throughput

	Projected Demand	*Accommodated Demand*	*Excess Demand*
8am - 9am	215	1,725	-
9am - 10am	371	1,725	-
10am - 11am	505	1,725	-
11am - 12pm	535	1,725	-
12pm - 1pm	521	1,725	-
1pm - 2pm	489	1,725	-
2pm - 3pm	489	1,725	-
3pm - 4pm	490	1,725	-
4pm - 5pm	510	1,725	-
5pm - 6pm	428	1,725	-
6pm - 7pm	437	1,725	-
7pm - 8pm	467	1,725	-
8pm - 9pm	463	1,725	-
9pm - 10pm	418	1,725	-
10pm - 11pm	391	1,725	-
11pm - 12am	299	1,725	-
12am - 1pm	107	1,725	
Total	**7,136**	**29,325**	**-**

Threshold Assumptions

Elevator Capacity		
Capacity per Hour	345	Assumes 2 stops
Number of Dedicated Elevators	5	
Elevator Capacity per Hour	**1,725**	
Security Capacity		
Number of X-ray Machines	5	
Processing Time per Machine		
Processing Time (sec per visitor)	10	
Visitors per minute	6	
Visitors per hour	360	
Security Capacity per Hour	**1,800**	
Physical Capacity		
Maximum Instant Capacity per Floor	480	
Number of Floors	3	
Average Visitor Stay		
Avg Visitor Length of Stay (mins)	25	
Avg Visitor stay (hours)	0.4	
Physical Capacity per Hour	**3,456**	

Summary

Accommodated Demand - Weekends	29,325
Weekend days per week	2
Accommodated Demand - Weekdays	29,325
Weekdays per week	5

ONE WTC OBSERVATION DECK
CAPACITY ASSUMPTIONS - PEAK

Daily Admittance	**20,000**

Weekend Daily Throughput

	Projected Demand	*Accommodated Demand*	*Excess Demand*
8am - 9am	547	1,725	-
9am - 10am	1,038	1,725	-
10am - 11am	1,583	1,725	-
11am - 12pm	1,960	1,725	235
12pm - 1pm	1,858	1,725	133
1pm - 2pm	1,955	1,725	230
2pm - 3pm	1,993	1,725	268
3pm - 4pm	1,682	1,725	-
4pm - 5pm	1,355	1,725	-
5pm - 6pm	1,200	1,725	-
6pm - 7pm	1,981	1,725	256
7pm - 8pm	503	1,725	-
8pm - 9pm	487	1,725	-
9pm - 10pm	475	1,725	-
10pm - 11pm	496	1,725	-
11pm - 12am	479	1,725	-
12am - 1pm	409	1,725	
Total	**20,000**	**29,325**	**1,121**

Daily Admittance	**17,000**

Weekday Daily Throughput

	Projected Demand	*Accommodated Demand*	*Excess Demand*
8am - 9am	411	1,725	-
9am - 10am	862	1,725	-
10am - 11am	1,356	1,725	-
11am - 12pm	1,700	1,725	-
12pm - 1pm	1,622	1,725	-
1pm - 2pm	1,566	1,725	-
2pm - 3pm	1,628	1,725	-
3pm - 4pm	1,455	1,725	-
4pm - 5pm	1,196	1,725	-
5pm - 6pm	961	1,725	-
6pm - 7pm	1,682	1,725	-
7pm - 8pm	448	1,725	-
8pm - 9pm	462	1,725	-
9pm - 10pm	473	1,725	-
10pm - 11pm	455	1,725	-
11pm - 12am	469	1,725	-
12am - 1pm	253	1,725	
Total	**17,000**	**29,325**	**-**

Threshold Assumptions

Elevator Capacity		
Capacity per Hour	345	Assumes 2 stops
Number of Dedicated Elevators	5	
Elevator Capacity per Hour	**1,725**	
Security Capacity		
Number of X-ray Machines	5	
Processing Time per Machine		
Processing Time (sec per visitor)	10	
Visitors per minute	6	
Visitors per hour	360	
Security Capacity per Hour	**1,800**	
Physical Capacity		
Maximum Instant Capacity per Floor	480	
Number of Floors	3	
Average Visitor Stay		
Avg Visitor Length of Stay (mins)	25	
Avg Visitor stay (hours)	0.4	
Physical Capacity per Hour	**3,456**	

Summary

Accommodated Demand - Weekends	29,325
Weekend days per week	2
Accommodated Demand - Weekdays	29,325
Weekdays per week	5

UP

AT THE
WORLD
TRADE
CENTER

ONE WTC OBSERVATION DECK DEVELOPMENT AND MANAGEMENT RFP

gsmprjct°

UP

AT THE

WORLD

TRADE

CENTER

ONE WTC OBSERVATION DECK DEVELOPMENT AND MANAGEMENT RFP

gsmprjct°

UNION SQUARE HOSPITALITY GROUP

BASE ENTERTAINMENT

CONDÉ NAST

KEY CONTENTS

- One WTC Observation Deck Development and Management RFP
- Annexes I, II, III, IV, VI, VII and VIII
- 24 boards
- Animated walk-through

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1. COVER LETTER

1 COVER LETTER

May 7th, 2012

For the One WTC Observation Deck, four of North America's brightest and boldest companies put their heads together to create one formidable company and one unparalleled visitor experience: *UP at the World Trade Center.*

With the very best in hospitality, entertainment, content and publishing, and interactivity all together at one address, we believe our team is in the best position to develop and manage the observation deck and to create a unique and truly New York City experience.

Together, the four partners have

- More than 50 years of experience in visitor experience design
- Revenues of over $2B
- 7,500 full and part-time employees in the New York metropolitan area

THE COMPANIES ARE AS FOLLOWS:

gsmprjct° acts as Main Proposer and will conceive, develop, and produce the experience.

An international pioneer in the field of exhibit design and production for over 50 years, gsmprjct° creates avant-garde environments that cross mediums and span disciplines to put the visitor at the center of the experience. gsmprjct° has been behind dozens of world-class exhibitions, including *At the Top* of the Burj Khalifa, the observation deck at The Shard (London), the National Museum of Singapore, and, most recently, two world-touring exhibitions for Lucasfilm: *Indiana Jones and the Adventure of Archaeology* and *Star Wars Identities.*

UNION SQUARE HOSPITALITY GROUP will take care of all food & beverage aspects of the project.

Founded by Danny Meyer, USHG includes some of New York City's most beloved restaurants, like Union Square Cafe, Gramercy Tavern, Blue Smoke & Jazz Standard, Shake Shack, and Cafe 2 and Terrace 5 (at MOMA). Three of the five "Most Popular" restaurants in the 2011 New York Zagat Survey are part of USHG. Union Square Cafe has held the #1 spot an unprecedented nine times.

BASE ENTERTAINMENT will take over operations, marketing and retail.

With offices in New York, Las Vegas, and Houston, BASE specializes in the development, production, and management of live entertainment. Co-founders Brian Becker and Scott Zeiger have 45 years' combined experience in the live entertainment industry. Current and past projects have included box-office smash-hits *Phantom of the Opera, Jersey Boys, Wicked,* and *The Lion King.*

CONDÉ NAST will be the main content provider.

Home to some of the world's most celebrated media brands, including *The New Yorker, Vanity Fair, Vogue, WIRED,* and *GQ*, Condé Nast publishes 18 consumer magazines, 27 websites, and more than 50 apps for mobile and tablet devices, all of which define excellence in their categories. Condé Nast has won more National Magazine Awards over the past ten years than all of its competitors combined.

Although gsmprjct° is the Main Proposer, the four companies intend to create a new NYC-based company, each with an equity stake, that will finance, develop, and manage the One WTC Observation Deck.

We hope you enjoy reading through this proposal, and that it meets your requirements and expectations.

YVES MAYRAND
President, **gsmprjct°**

2.
AGREEMENT ON TERMS OF DISCUSSION

(PLEASE REFER TO ANNEX I)

3.
NON-DISCLOSURE AGREEMENT
(PLEASE REFER TO ANNEX II)

4. CERTIFICATION OF INFORMATION

(PLEASE REFER TO ANNEX III)

5. EXECUTIVE SUMMARY

5 EXECUTIVE SUMMARY

Four of North America's brightest and boldest companies come together as one formidable company at the helm of the One WTC Observation Deck. With the very best in hospitality (Union Square Hospitality Group), entertainment (BASE Entertainment), publishing and content (Condé Nast), and visitor experience and interactivity (gsmprjct°) all together at one address, we believe our team is in the best position to develop and manage the observation deck and to create a unique and truly New York City experience.

DESIGN CONCEPT

UP. Upwards, uplifting, upbeat, up-to-date. Just two letters—just one little word—and every element of the World Trade Center experience comes neatly together into a smart, catchy, and simple brand signature.

UP at the World Trade Center (UP@WTC) is **built for New York** and designed for New Yorkers. Reflecting New York's famous determination to celebrate life and to move on, UP@WTC represents the values of a New York City that is a pioneer in a changing world.

Two main attractions offer visitors an experience unlike anything they'll find anywhere else in the city. On the 100th floor, visitors will love exploring ***100 Sights,* an indoor park** high above the city. Nine interactive elements punctuate your stroll around the 360° observation deck. Playful, cheerful, and refreshingly surprising, *100 Sights* is a relaxing stroll through the park a hundred floors above the greatest city on the planet.

Two floors up, visitors sink into the custom-designed couches of an immersive experience called ***102 Stories.*** From filmmakers to hip-hop legends and everything in between, many of the **world's most cherished storytellers** grew up right here in New York City. Sink into your custom-designed sofa as this gentle ride ushers you around a panoramic view of the city. Order yourself a latte, pick the A-lister of your choice, and gaze out at the five boroughs as homegrown cultural icons tell you their stories of life in New York.

After you've seen and heard all the 100th and 102nd floors have to offer, let your tastebuds take over on the 101st floor. New York's own Danny Meyer brings his vision to the World Trade Center, with **three distinctive dining experiences** sure to satisfy every appetite. Back downstairs at the **boutique**, a variety of carefully curated retail options commissioned from designers and artists from New York City give a breath of fresh air to the typical souvenir fare.

Finally, UP@WTC positions the World Trade Center unequivocally as a leader in our rapidly changing world by putting a special focus on **environmental, economic, and social sustainability** in all aspects of its design and operation.

BUSINESS PLAN AND FINANCIAL PROPOSAL

While we expect UP@WTC could attract as many as **5 million visitors per year**, we have developed our financial proposal using a more conservative estimate of 3.5 million visitors throughout. This conservative scenario translates to $173.9 million in gross revenues ($49.70 per visitor) and $47.4 million in net operating income ($13.56 per visitor). These results should be more significant with our more optimistic scenario of 5.0 million visitors.

Our financial proposal to the Owner consists of annual rent payments based on a $20 million guaranteed rent per year and additional rent payments dependant on the performance of the observatory. Payments of more than of $47 million will be made annually for **a total of more than $700 million** overall paid to the Owner through the 15-year term of the project. This represents a **net present value of $390.3 million** paid to the Owner. Again, these results could be more significant according to our scenario of 5 million visitors.

Our operating plan is based on a budget of more than $70 million including the creation of more than **300 new jobs**, in addition to close to $100 million in total invested for the project.

Far more than just a state-of-the-art observatory, UP@WTC will become a sustainable and profitable business benefiting the promoter, the Owner, and the New York and New Jersey communities.

TECHNICAL PROPOSAL

A good experience is always built on good content. We will invest extensively in the development of the content—messages, research, scripts, and so on—before proceeding with design development. It is crucial that design development follow content and visitor experience goals, and not the other way around. Collaboration with the base building team will be very important; the building's architecture and experience must work together to create one unified experience for our visitors.

All decisions during **design development** will be made carefully in order to ensure an environmentally responsible and sustainable product.

The experience requires **many different disciplines**, and the more these are integrated seamlessly, the better the visitor experience will be. With proper integration and with one company responsible for all aspects of the product, the design, build, and operations phases will roll out smoothly, and challenges will be minimized.

MANAGEMENT PROPOSAL

UP@WTC will boast a **management team** made up of leaders who are all at the top of their field. Together, they will manage a cream-of-the-crop staff made up of New Yorkers who are warm, welcoming, innovative, and motivated.

Our **operations philosophy** of putting the visitor at the center of every aspect of operations will ensure the unparalleled quality of our product. In all elements of operations—from ticketing and security to the attractions and restaurants upstairs—the finishing touches and attention to detail apparent everywhere at UP@WTC will make visitors feel comfortable, taken care of, even pampered.

Our balanced and broad-ranging **marketing campaign** involving digital, print, and outdoor advertising, partnerships and trade association contacts, PR and promotions, and educational elements is how UP@WTC will be what everyone is talking about … and where everyone is going.

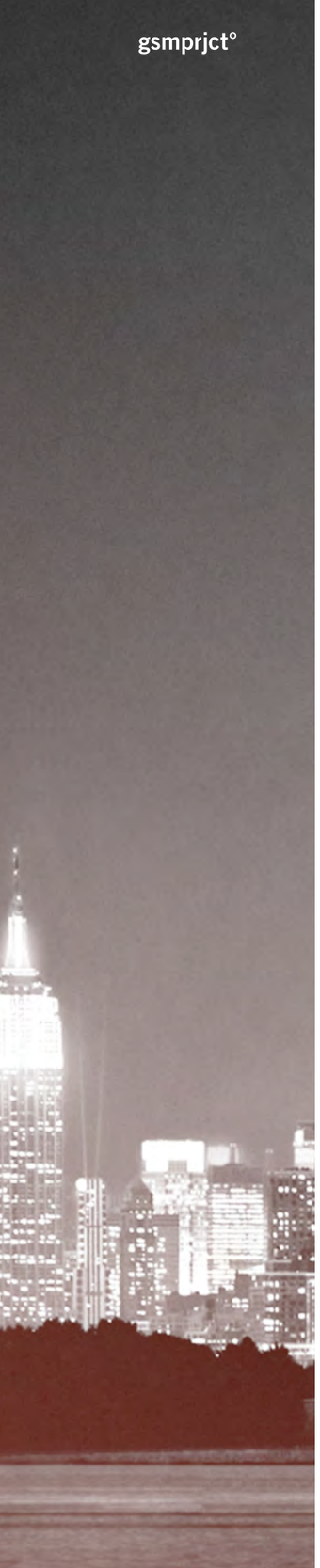
UP AT THE WORLD TRADE CENTER

This proposal gives the World Trade Center observation deck the potential to be **the leading New York City attraction.** With its unparalleled view, peerless dining experience, and state-of-the-art immersive and interactive visitor experience, the observation deck at One WTC has all the right ingredients to become not only an unmissable destination for tourists but also a source of great pride and a favorite hangout for New Yorkers of all kinds.

6. BACKGROUND QUALIFICATION QUESTIONNAIRE

(PLEASE REFER TO ANNEX IV)

7.
CONCEPT, BUSINESS PLAN AND FINANCIAL PROPOSAL FOR THE VENUE



7A-1 BUSINESS CONCEPT

ONWARDS AND UPWARDS

UP@WTC EMBODIES THE VALUES OF A FRESH AND FORWARD-THINKING NEW YORK

While the World Trade Center site will forever remain a place of reflection, respect, and, for many, great sadness, the UP at the World Trade Center (UP@WTC) experience reflects New York's famous determination to celebrate life and to move on, and represents the values of a New York City that is a pioneer in a changing world.

TEAMING UP

A PARTNERSHIP OF EXPERTS

Four of North America's brightest and boldest companies put their heads together to create one formidable company. With the very best in hospitality, entertainment, publishing, and visitor experience all together at one address, UP@WTC becomes your one-stop-shopping for a world-class New York City experience.

gsmprjct°

An international pioneer in the field of exhibition design and production for over 50 years, **gsmprjct°** creates avant-garde environments that cross mediums and span disciplines to put the visitor at the center of the experience. **gsmprjct°** has been behind dozens of world-class exhibitions, including *At the Top* of the Burj Khalifa, the observation deck at the Shard (London), the National Museum of Singapore, and most recently, two world-touring exhibitions for Lucasfilm: *Indiana Jones and the Adventure of Archaeology* and *Star Wars Identities.*

UNION SQUARE HOSPITALITY GROUP

Founded by Danny Meyer, **USHG** includes some of New York City's most beloved restaurants, like Union Square Cafe, Gramercy Tavern, Blue Smoke & Jazz Standard, Shake Shack, and Cafe 2, The Modern and Terrace 5 (at MOMA). Three of the five "Most Popular" restaurants in the 2011 New York Zagat Survey are part of USHG; Union Square Cafe has held the #1 spot an unprecedented nine times.

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CONDÉ NAST

Home to some of the world's most celebrated media brands, including *The New Yorker, Vanity Fair, Vogue, WIRED,* and *GQ*, **Condé Nast** publishes 18 consumer magazines, 27 websites, and more than 50 apps for mobile and tablet devices, all of which define excellence in their categories. Condé Nast has won more National Magazine Awards over the past ten years than all of its competitors combined.

THE DREAM TEAM

TOGETHER, THE 4 PARTNERS HAVE

- More than 50 years of experience in visitor experience design
- Revenues of over $2B
- 7500 full and part-time employees in the New York metropolitan area

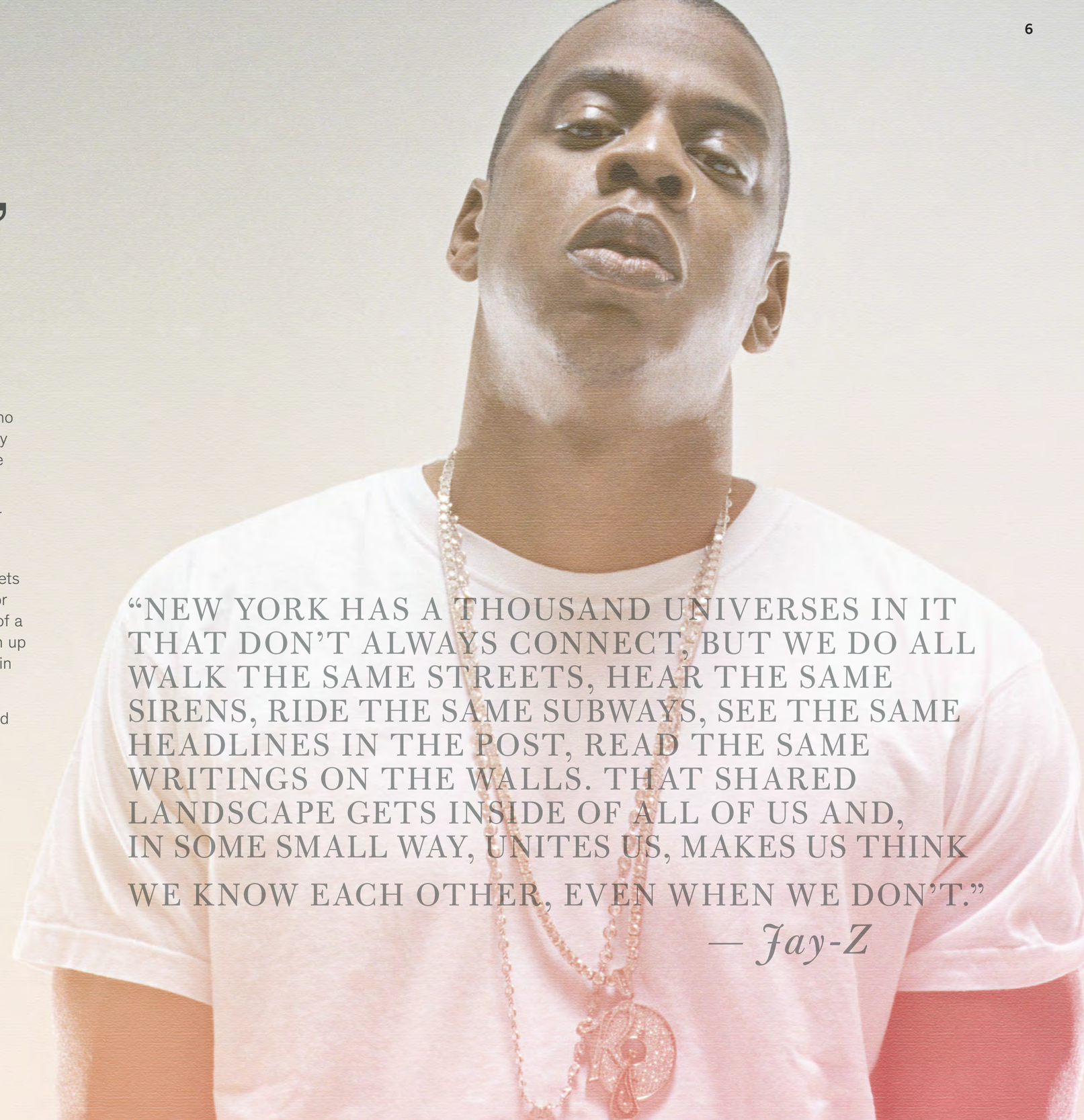
NEW YORK, NEW YORK

IT'S A HELLUVA TOWN

If there's anything New Yorkers agree on, it's that there's no town like this town. UP@WTC pays tribute to this great city by taking its inspiration from the thriving and vibrant place that is New York City today.

In both design and philosophy, UP@WTC is modeled after two cornerstones of daily life in New York. First, the wide-open spaces of public parks: these are the places where tourists and locals mix, where artists—those from the streets and those of international stardom—express themselves or look for inspiration. And second, the comfortable interior of a café or a good friend's living room: it is here that we catch up with friends, listen to music, play, draw, write, and indulge in the great food for which this city is so famous.

UP@WTC is designed around this sense of community and democracy. This is a place where all are welcome. This is New York City, a hundred floors up.



"NEW YORK HAS A THOUSAND UNIVERSES IN IT THAT DON'T ALWAYS CONNECT, BUT WE DO ALL WALK THE SAME STREETS, HEAR THE SAME SIRENS, RIDE THE SAME SUBWAYS, SEE THE SAME HEADLINES IN THE POST, READ THE SAME WRITINGS ON THE WALLS. THAT SHARED LANDSCAPE GETS INSIDE OF ALL OF US AND, IN SOME SMALL WAY, UNITES US, MAKES US THINK WE KNOW EACH OTHER, EVEN WHEN WE DON'T."

— Jay-Z

THE OVERVIEW

3 DISTINCTIVE RESTAURANTS
2 STAR ATTRACTIONS
1 UNIQUE BOUTIQUE

Three floors, three different experiences. Take the elevator up to one of the building's two star attractions, either *100 Sights* or *102 Stories*. When you're done, make your way—either up or down—to Level 101, where three distinctive restaurants are ready to serve you.

Cutaway sections at all four corners of the 101st floor connect the restaurant level with *100 Sights* below, resulting in more daylight, more open air, and even better views for visitors on both floors.

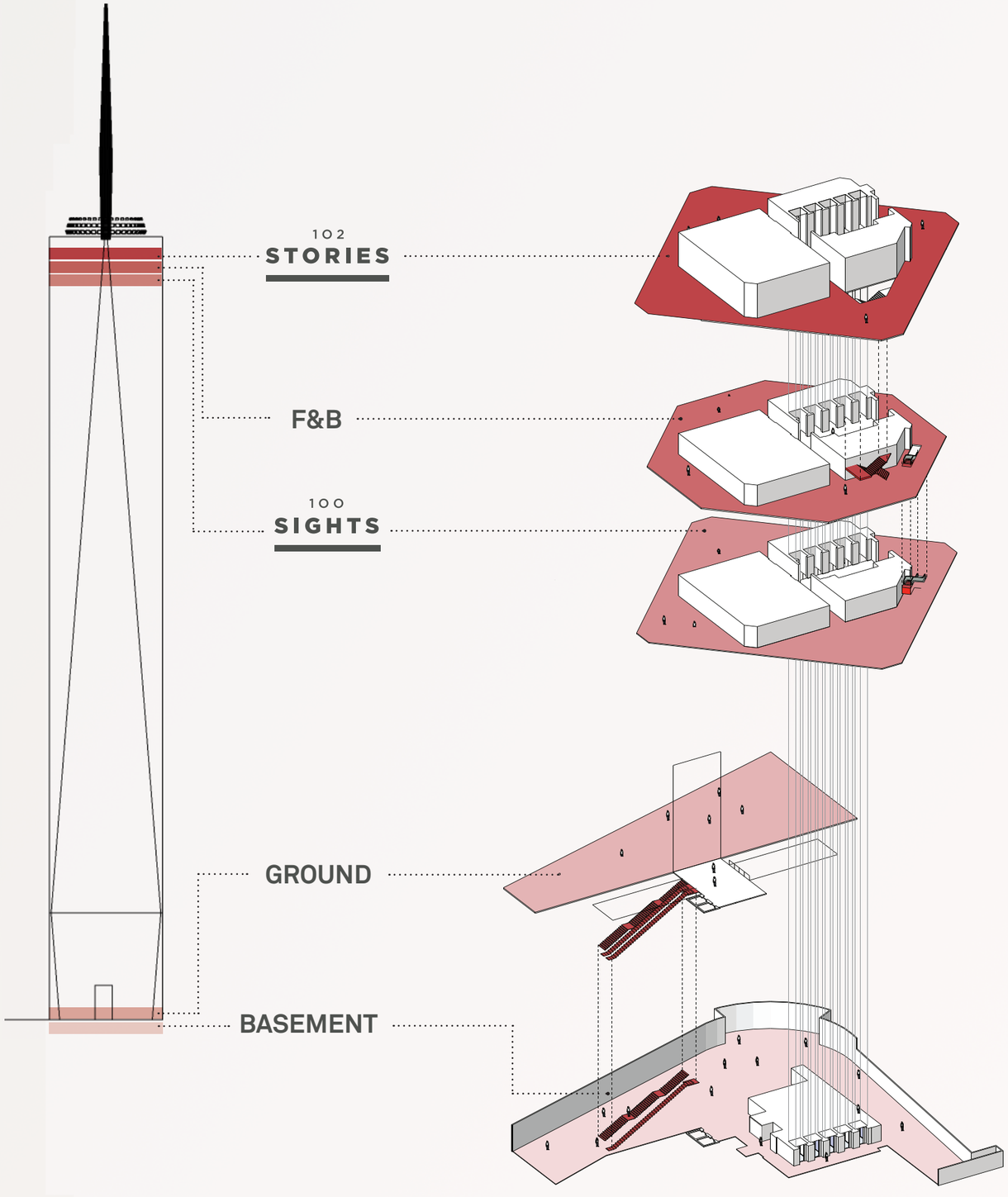
Once you've had your fill of gab and grub, grab an elevator from 101 back down to the ground floor, and enjoy the last stop on your visit: the boutique.

VISITOR FLOW

100 Sights and *102 Stories* have been strategically positioned above and below our food and beverage offering on the 101st floor in order to keep visitors moving throughout the remainder of their experience. Our visitor flow strategy is about segmenting people based on their product choice to maximize the flow of people.

THIS CIRCULATION HAS THE FOLLOWING ADVANTAGES:

- Reduced bottle-necking
- Maximized visitor flow across the entire footprint
- Reduced waiting times
- Maximized revenues
- Visitor demands met



THE BRAND

A UNIQUE SIGNATURE

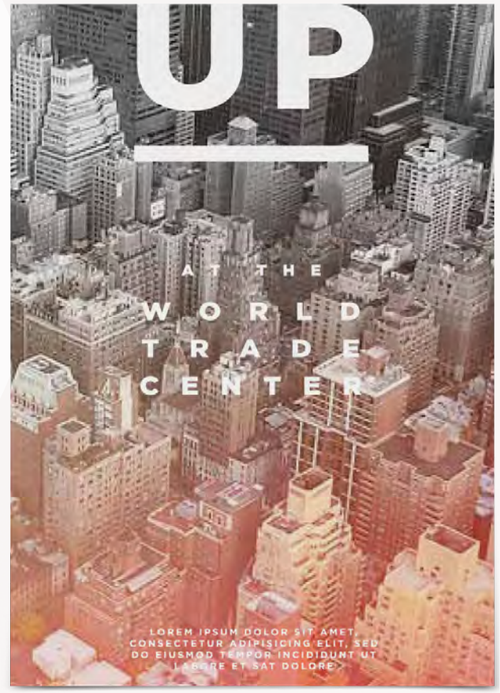
UP. Upwards, uplifting, upbeat, up-to-date. Just two letters—just one little word—and every element of the World Trade Center experience comes neatly together into a smart, catchy, and simple brand signature. The UP@WTC brand name intentionally includes the name of the building, evoking a connection with the iconic landmark and differentiating its observation decks from those of other similar destinations.

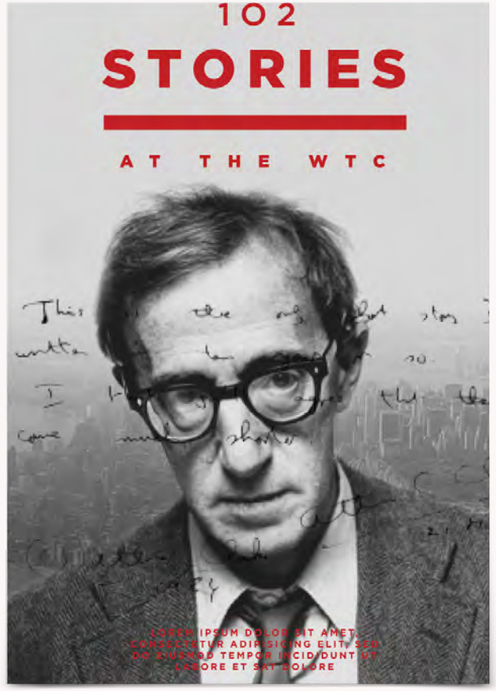
The two main attractions—***100 Sights*** and ***102 Stories***—are distinct sub-brands with names that play on both the number of the floor and the comprehensive content visitors can expect when they get there. All visuals—both for the entire experience and for the two main attractions—use the same font and include the iconic New York City skyline.

While the names and logos are permanent anchors, the visuals can fluctuate, resulting in a branding that can change with the seasons and to reflect special events.

UP

AT THE
WORLD
TRADE
CENTER





PROGRAMMING

TAKING CARE OF YOU FROM BEGINNING TO END

From your first impression to the end of your visit, while you're shopping in the boutique or picking up your tickets, you—the visitor—are always at the center of the experience. Every aspect of UP@WTC is carefully designed to create one coherent, sophisticated, and unforgettable experience that informs, entertains, and lets you fall in love with the city all over again.

Daily, weekly, and monthly events ensure that there's always something happening at UP@WTC. Curated by the Condé Nast team, a broad program of events guarantees something for everyone: out-of-towners, locals, school groups, and more. Recurring entertainment provides opportunities for New Yorkers to adopt UP@WTC and make it one of their favorite places to hang out. Here are a few of examples of what you can expect.

SEASONAL AND SPECIAL EVENTS

- Best View in the City: 4th of July Fireworks
- Miracle on the 102nd Floor: Meet Santa Claus

REGULAR EVENTS

- Movies after Dark
- Friday Night Jazz

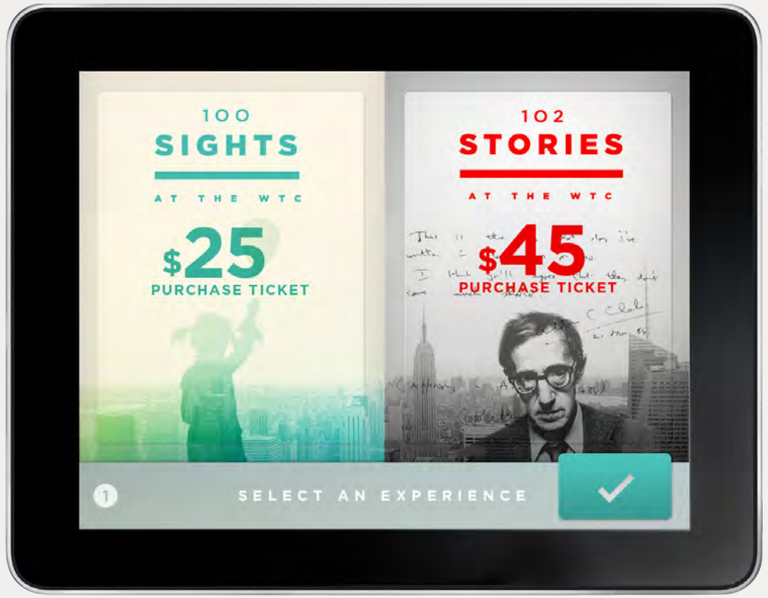
SCHOOL CURRICULUM

- Tales in the Park
- Did You Know? NYC History from Above

TICKETING

CHOOSE YOUR OWN ADVENTURE

As a visitor to UP@WTC you have a choice to make. Are you the kind of person who likes to pay a little extra for a value-added immersive experience? Come on up to *102 Stories*. Or maybe you're a frequent visitor looking for a more affordable option? Then *100 Sights* is for you. Just like your options at a TKTS booth, the attractions at UP@WTC offer two very different experiences and come, accordingly, with two different price tags.



SPECIAL TICKETS AND PASSES

THE STRAIGHT UP

Skip the line. It's that simple.

THE DOUBLE UP

Visit both experiences in a 48-hour period.

THE 365 360°

An annual and unlimited subscription to both attractions.

THE NEW YORKER

On Mondays and Tuesdays, New Yorkers get access to *100 Sights* at half-price. It is, after all, our city.

VISITOR THROUGHPUT

100

Capacity (code)	480
Duration	30 min.
Hourly	960
% of capacity by code	100.00%
Visitorship per hour	960

101

Capacity (code)	360
Duration	n/a **

102

Capacity (code)	480 *
Duration	35 min.
Hourly	823
% of capacity by code	41.00%
Visitorship per hour	337

Total visitorship per hour 1,297

Hours per day	16
Days per year	365
Yearly visitorship	**7,576,649**

ELEVATOR CAPACITY

Capacity per cab	20
Ride duration (return)	4 min.
Rides per hour	15
Capacity per cab per hour	300
Number of cabs	5
Total elevator throughput per hour	**1,500**

* 102 RIDE

Linear feet	570
Per visitor	4
Capacity	140
Duration	25 min.
Capacity per hour	**336**

** 101 Does not affect throughput since those visitors are the same as those at 100 & 102

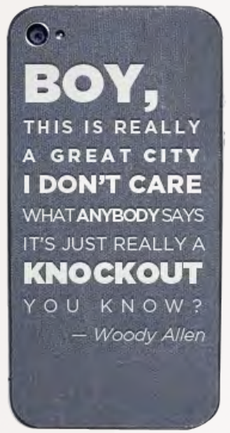
RETAIL

DESIGNED IN NYC

Always favoring quality over quantity, the UP@WTC boutique features a variety of carefully curated products commissioned from local designers and artists. An advisory board of influential and creative New Yorkers, along with an annual design contest, will ensure that the UP@WTC boutique features exclusive work from the very best trend-setting creators in the New York area, giving a breath of fresh air to the typical souvenir fare.

The merchandise includes UP@WTC swag, like products featuring quotations from the mouths of the celebrities in *102 Stories*, as well as “gotta have it” products that will appeal to visitors and locals alike, allowing for continuous financial performance during the quiet seasons.

The sophisticated mix of merchandise caters to the wallets of all visitors. The same dedication to quality and attention to detail that go into the $90 coffeetable book also goes into the $30 leather iPhone case and the $3 silkscreened postcard.



SUSTAINABILITY

A NEW BUILDING IS A BLANK SLATE BEGGING FOR A VISION.

In our rapidly changing world, sustainability is becoming an increasingly important issue. UP@WTC brands the World Trade Center unequivocally as a leader in positive change by putting a special focus on the three primary areas of sustainability: environmental, economic, and social.

ENVIRONMENTAL SUSTAINABILITY

The design, construction, and operations of UP@WTC focus on the following environmental priorities:

- Minimize energy and water use by creating synergistic connections with the building systems and by implementing smart behavioural and tenant operational procedures.
- Establish an exemplar in indoor environmental quality for the benefit of all visitors, staff, and occupants.
- Provide a robust materiality pallet that is rooted in reductions, recycled content, and regionality.
- Reduce the amount of waste going to landfills throughout the construction process.
- Establish transparency not only in design solutions but also in the environmental impact of the project during operations.

SOCIAL SUSTAINABILITY

Building a better world is as much about our impact on our neighbors as it is about our impact on the planet. Accordingly, UP@WTC is committed to donating a portion of each month's revenue to a different local charity. In addition, through the G*ive Kids a Chance* program, 1000 free passes will be distributed monthly to children from underprivileged schools throughout New York and New Jersey, offering kids an opportunity to learn about their city in a unique and entertaining way, and giving them an unforgettable experience at the same time.

ECONOMIC SUSTAINABILITY

"Think globally; act locally," we are told again and again. UP@WTC acts locally in every sense of the word. Not only does the content of the UP@WTC experience focus completely on New York, so too does its design, its retail, its technical and management plans, indeed all elements of the project.

All merchandise in the boutique is designed by New Yorkers. Starting in the boutique and extending up to the welcome area, a breathtaking sculpture commissioned from a local artist has been allocated a budget of $1 million. Selection of ingredients in the restaurants on the 101st floor includes organic, locally sourced, and home-grown iconic New York produce, taking full advantage of the agriculture that naturally flourishes in the New York area.

From the beginning of construction through to operations, all aspects of UP@WTC will connect directly with the local economy for a truly "neighborhood" approach to the project, creating more than 300 jobs for local workers, and generating sustainable and profitable business for countless creators, craftspeople, and companies all across the New York metropolitan area.

7A-2 DESIGN CONCEPT

WELCOME

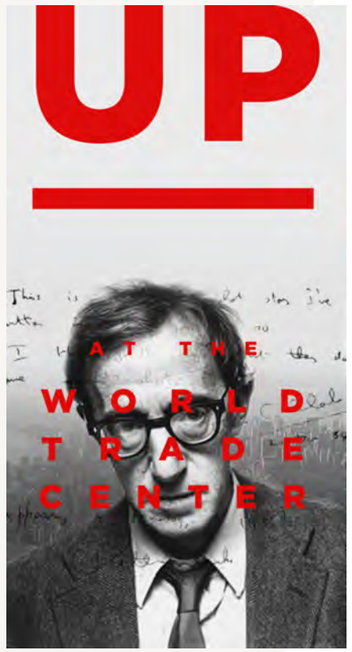
YOUR HOME IN THE FINANCIAL DISTRICT

Even before you get to the star attractions, UP@WTC is a seamless and integrated experience. Whether you're standing outside gazing up at the building, waiting for the elevator, or shopping at the boutique, the sophisticated design and friendly and knowledgeable staff are here to take care of you from start to finish. The overall experience is comfortable, easy, and welcoming.

STREET LEVEL

A PRESENCE ON THE STREET

Signage at the entrance to the building features clear and elegant branding. Video and animation projected onto the face of the building advertise UP@WTC and all it has to offer. These images are regularly updated to stay relevant and connected to New Yorkers and the changing city. Special events and holidays—think Christmas, the Superbowl, Fashion Week—are celebrated here. With each season comes a new set of images, broadcasting the best of the building, inside and out, to passers-by.



TICKETING

YOUR FIRST IMPRESSION

In the ticketing area, visitors are greeted by an enormous video wall, a promotional tool that advertises all UP@WTC has to offer: three restaurants, two star attractions, and the coolest NYC products anywhere.

Visitors have four options for purchasing tickets for the attraction of their choice. Tickets can be bought online, on the plaza outside from a staff member with a wireless ticketing device, at the staffed ticketing counter inside, or at any of the many automated ticketing stations positioned along the video wall.

UP AND ABOUT

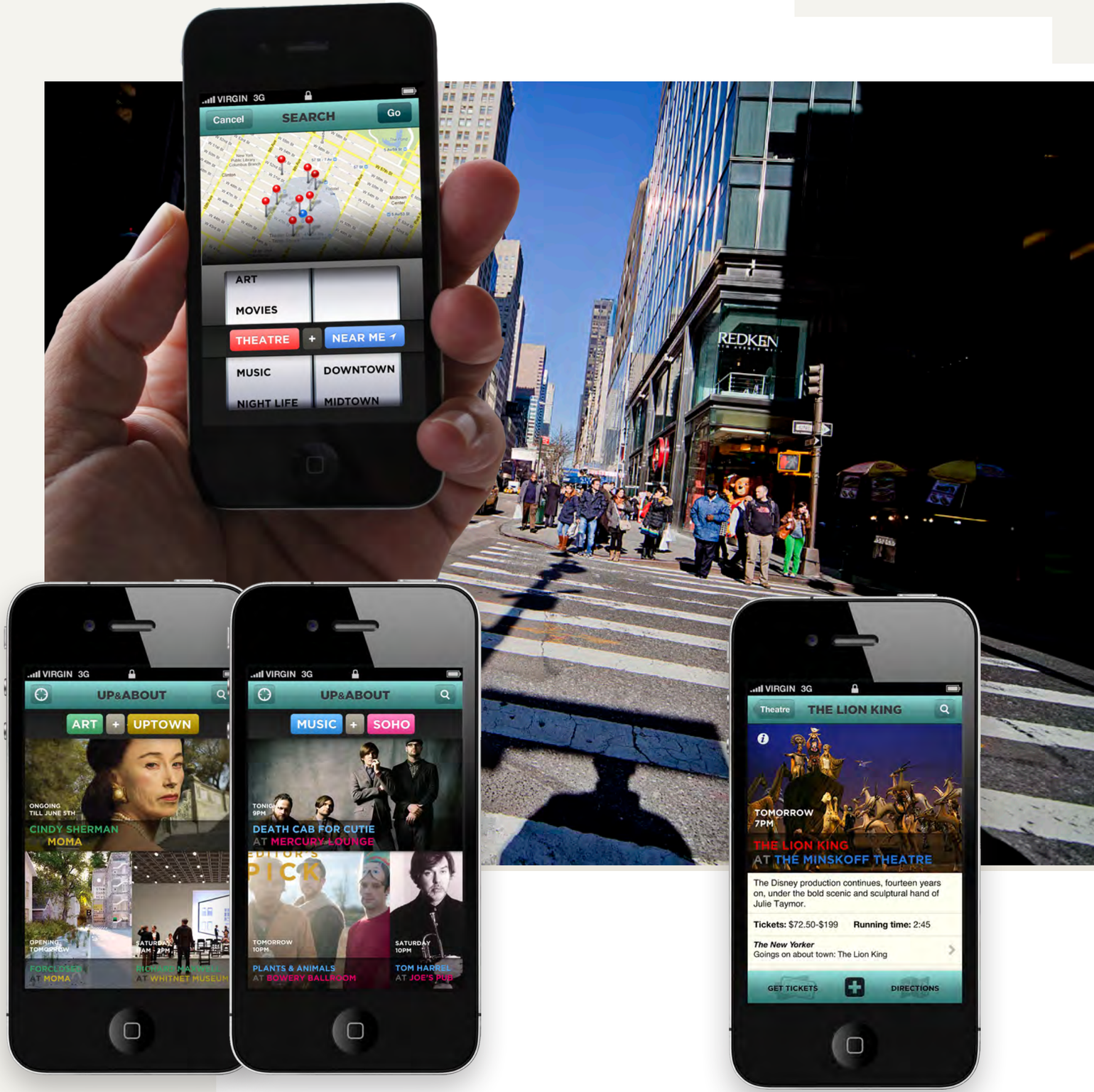
BEFORE YOU ARRIVE, AND AFTER YOU LEAVE

Your UP@WTC experience isn't limited to your time spent in the building. A unique set of interactive apps extends your experience out and into the city, before you've even arrived and long after you've gone.

Free to all visitors, *Up and About* is a short-term cultural events forecast featuring everything and anything to do in the city tonight, tomorrow, or in the next 48 hours. Stripped down to the basics, it's sortable by neighborhood, event type, and time. Looking for a hip-hop show in SoHo tonight? Or an art exhibition in Williamsburg tomorrow? Something off-Broadway on Sunday afternoon? Be impulsive. Strike out into the city. Make last-second decisions. Don't worry, we've got you covered.

The app includes functions to make reservations, purchase tickets, get directions, read editorial staff picks, bookmark favorites, and share with friends on social media.

A second app is available exclusively to visitors of *102 Stories*. See page 34 for more details.



THE BOUTIQUE

EXIT THROUGH THE GIFT SHOP

Since the flow of the UP@WTC takes visitors right through the boutique, it's not a retail afterthought but an integral part of your visit. It's also easily accessed from the outside, meaning these 4310 square feet are open to all—not just UP@WTC visitors, but also passers-by and New York shoppers looking for unique local designs to bring home.

The clean design of the boutique avoids visual clutter, shining the spotlight on the merchandise on display. The boutique has a strong and unified feel, and a strong connection to the rest of the experience that trickles right down to the boutique displays, packaging, and bags.

For visitors on holiday—who may not want to carry their purchases all the way home—items can be packaged and couriered to their hotel, or shipped anywhere in the world. All products are also available for perusal and purchase on the UP@WTC website.

THE HEARTBEAT

THE PULSE OF THE CITY

After you've bought your tickets and cleared the airport-grade security, and while you're waiting your turn for the elevator, take a moment to watch the city breathe. This enormous digital installation features a ten-minute loop of the city's many activity cycles, plotting city data over time onto an enormous map of the New York metropolitan area. From taxi rides to subway activity, pedestrian traffic, hot dog sales, and attendance at Yankee Stadium: the city doesn't sleep, and so neither does the installation.

GOING UP

THE ELEVATORS TO 100 AND 102

Your experience begins the minute the elevator doors close. Birdsong and sounds of park life fill the elevator, and from within this general soundscape, discernable sentences begin to emerge.

If you're on your way to *100 Sights*, it's that interesting mix of conversations you overhear on a sunny afternoon in one of the city's many parks. There's the professional dog-walker, the tourist who doesn't know how to pronounce Houston Street, the aspiring young actor practicing for his Broadway audition. Close your eyes, and you're there.

If you're on your way to *102 Stories*, you hear and see a fun and entertaining preview of what awaits you on the 102nd floor. In soundbites and videoclips, cultural icons like Jerry Seinfeld, Spike Lee, and Tina Fey make their cases for the title of the most iconic New Yorker and therefore most deserving of your ear when you get off the elevator.

GROUND FLOOR & LEVEL B2 OVERVIEW

AREA DIMENSIONS
TOTAL FLOOR AREA: 16 367 FT²

ZONES
1. Ticketing area: 6960 ft²
2. Boutique: 4310 ft²
3. Coat and stroller check: 575 ft²
4. Check-in/Security: 2610 ft²
5. Queuing area: 1150 ft²
6. Elevator lobby: 500 ft²
7. Return path: 500 ft²

DESIGN ELEMENTS
- A Boutique cashier
- B Sculpture
- C Self-service kiosks
- D Staffed information counter
- E Ticketing counter
- F Multimedia installation

CIRCULATION
- S1 Stairs: visitors arriving from Level 01 (Ground floor)
- S2 Escalator: visitors arriving from Level 01 (Ground floor)
- J1 Elevator (can be chartered for direct access to restaurants on Level 101)
- J2 J5 Elevators
- ------→ Circulation

MODIFICATIONS TO ARCHITECTURE
I. Offset east wall to accommodate addition of video screens

II. Change floor finish

III. Change layout of ceiling lighting

IV. Change location of entrance to secure zone

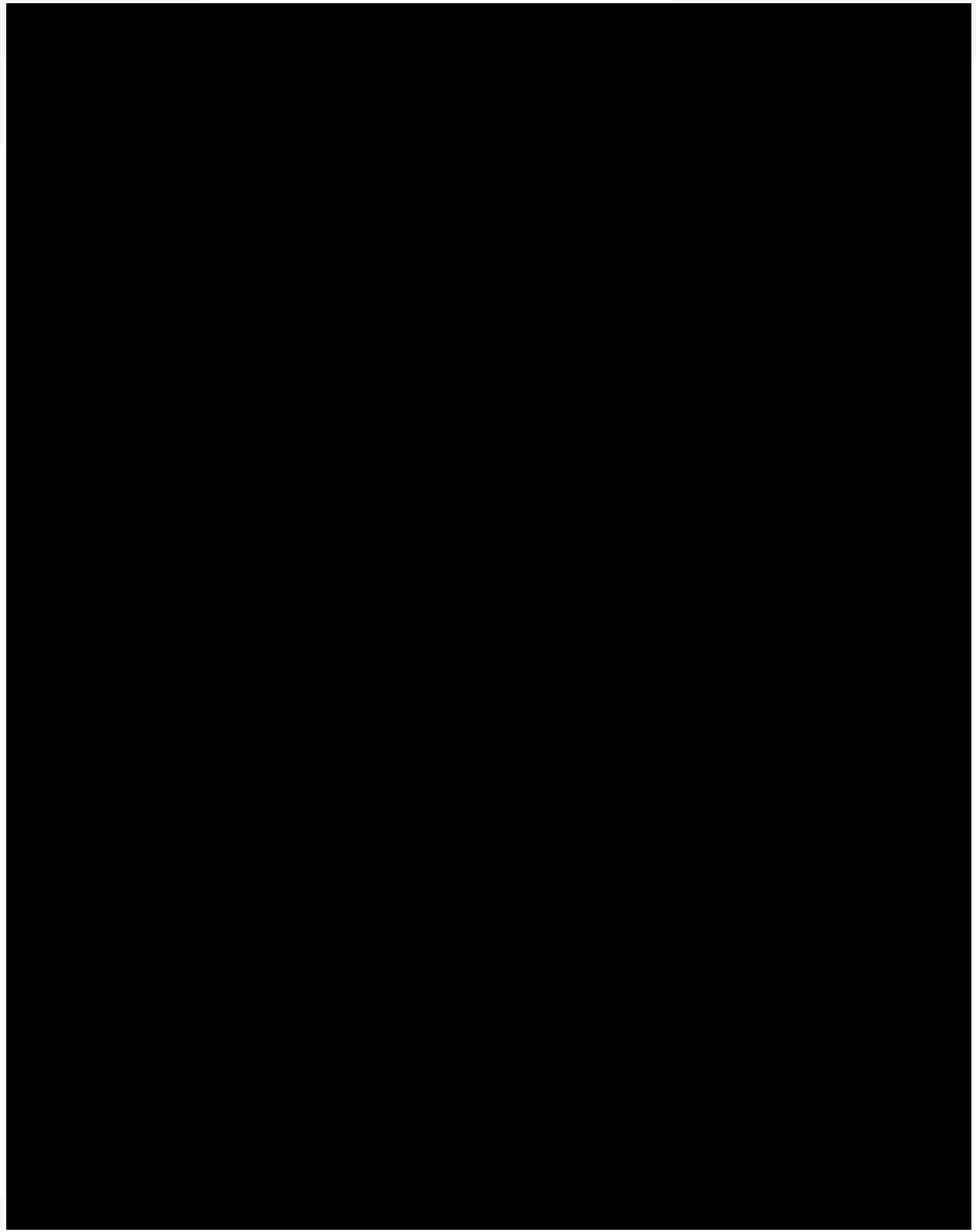
PRINCIPAL MATERIALS
Floors
White terrazzo and pastel green carpeting

Security and Queuing walls Area
Black glass panels

Retail furniture
Stained walnut wood and white enamel steel

Elevator hall floor
Matte black stone tiles

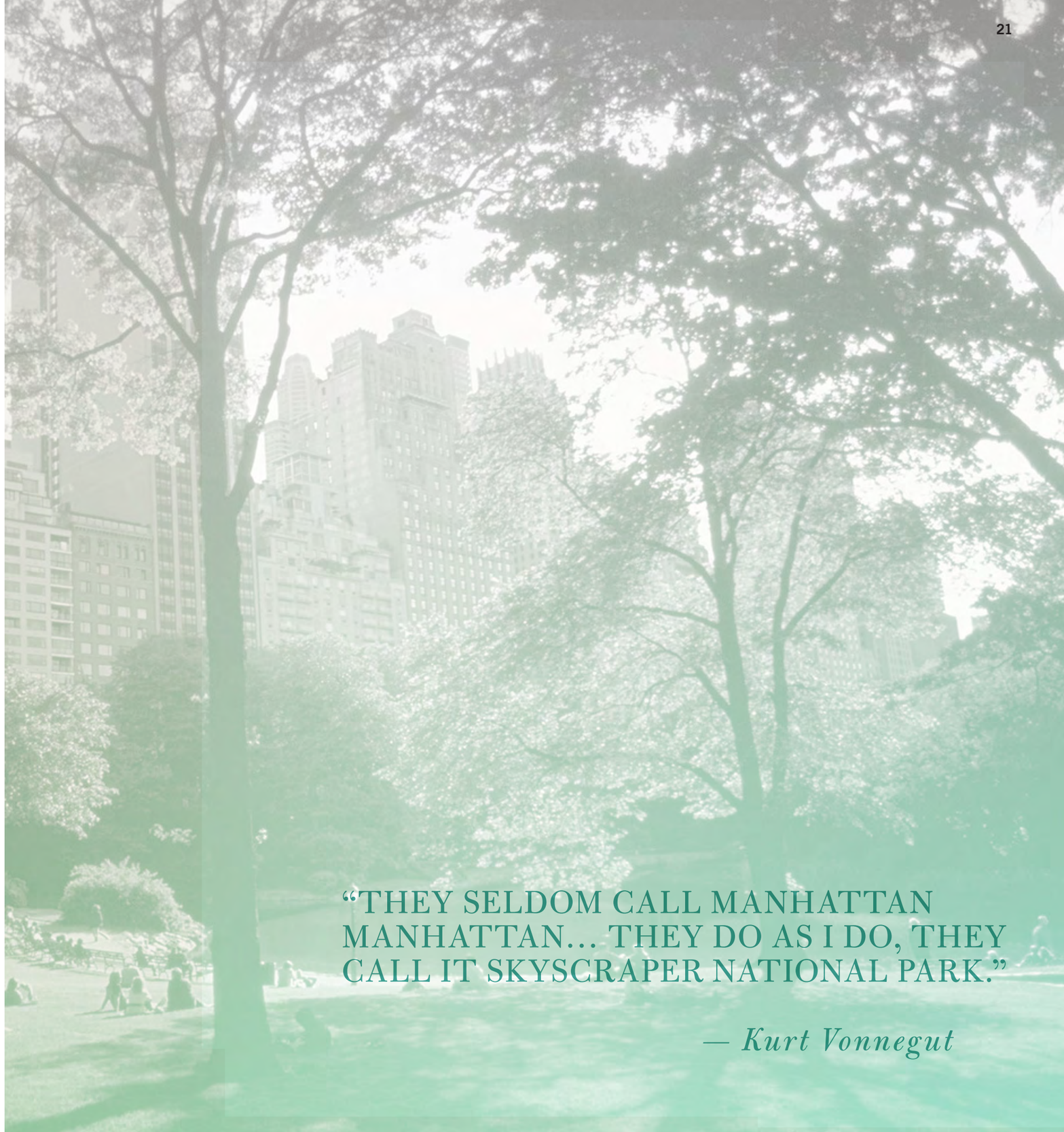
Elevator hall walls
Glossy black stone tiles



100 SIGHTS

A PARK IN THE CLOUDS

Admire the city from a new perspective; this is the most breathtaking view anywhere in the city. Nine interactive elements punctuate your stroll around the 360° observation deck. Playful, cheerful, and refreshingly surprising, *100 Sights* is a relaxing stroll through a park a hundred floors above the greatest city on the planet.



"THEY SELDOM CALL MANHATTAN MANHATTAN… THEY DO AS I DO, THEY CALL IT SKYSCRAPER NATIONAL PARK."

— Kurt Vonnegut

A STROLL IN THE PARK

BRINGING THE OUTSIDE IN

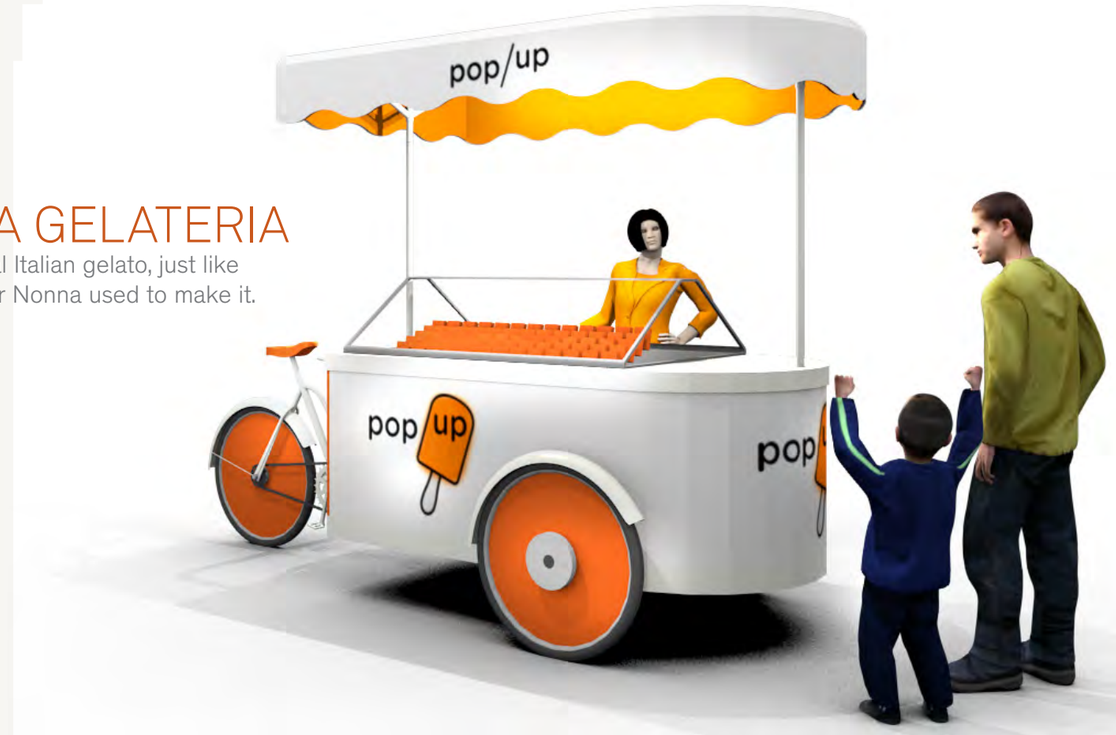
Take a saunter through this contemporary interpretation of a park. The use of wood and other natural materials gives this place an immediately warm and welcoming feel—precisely the opposite of what you'd expect to find at the top of a glass skyscraper located in the heart of the financial district. A real-wood boardwalk runs along the perimeter of the park. Friendly and playful installations invite visitors to interact with each other and to enjoy the view in unique ways. We associate parks with good memories and happy moments: that's exactly what is recreated here.

WHAT'S UP IN THE PARK

Central Park, Washington Square, Booklyn Bridge Park, the High Line … the city's green spaces are perhaps just as iconic as its grey ones. Step off the elevator at the 100th floor and into New York's newest and highest park space. Like any good park, this is a place to play, to relax, to reflect, or to express yourself, with surprises around every corner. Grab a snack at the gelato stand, leave your mark at Art in the Park, catch a classic at Movies after Dark … or just take a seat and drink in the view.

LA GELATERIA

Real Italian gelato, just like your Nonna used to make it.



THE HILLS

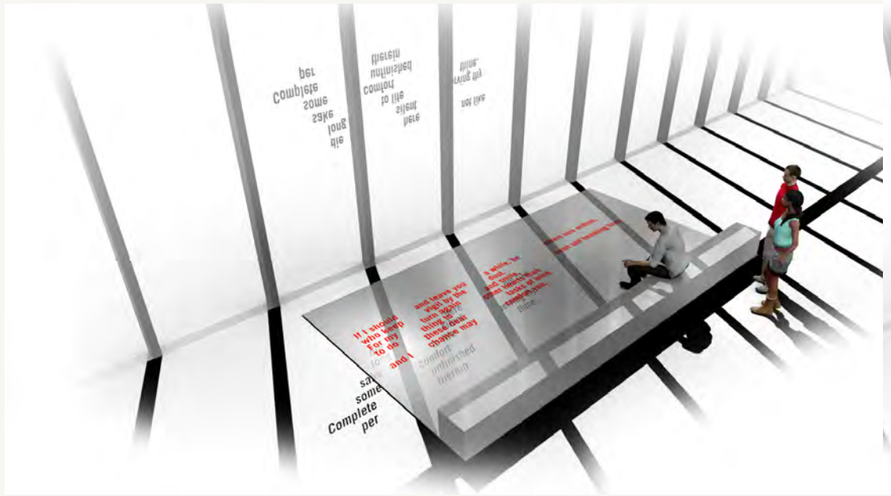
View not impressive enough? Climb up to higher ground.

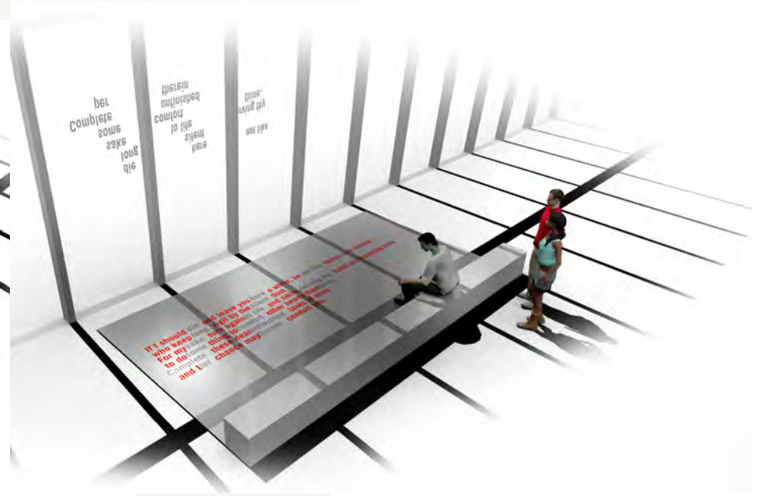
THE ARBORETUM

Pools of light in the ceiling give every tree a leafy canopy.

ART IN THE PARK

Parks and contemporary art go hand in hand. See the city in a whole new way when you get all the elements of this anamorphosis installation lined up just right.





LEST WE FORGET

Overlooking the 9/11 Memorial far below, this is a natural place for contemplation and reflection. Take as long as you'd like to pay your respects. Specially designed, the words on the glass will align with those engraved on the floor, once a year on September 11th.

INTERACTIVE CITYSCAPE

Like sidewalk chalk for a new generation, this is a technologically advanced appeal to creativity. Let your imagination run wild as you doodle your way across the city's famous skyline. What does your New York look like?

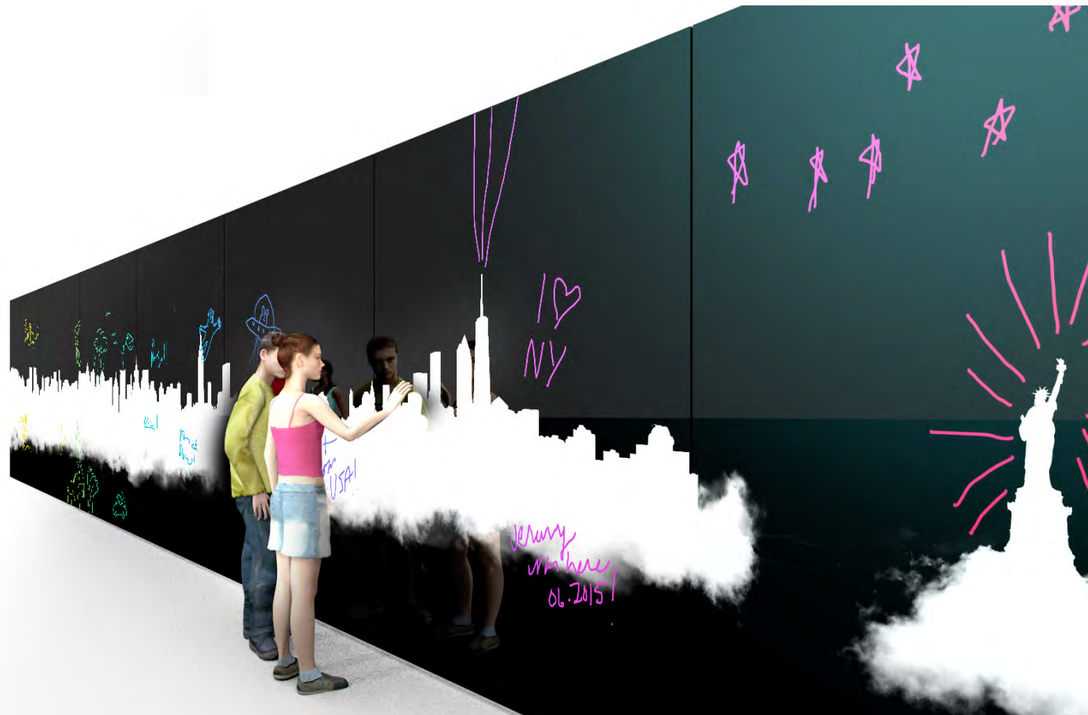


PHOTO BOOTH

Duck behind the curtain and get your picture against the skyline.

MOVIES AFTER DARK

King Kong, *Ghostbusters*, *Annie Hall*, *Miracle on 34th Street* …
the city struts its stuff in celluloid. Classics and cult favorites featured nightly.

TELLSCOPES

These augmented reality devices have replaced traditional coin-operated telescopes on observation decks around the world. For interactive cityscape viewing with advanced graphics and 3D animation options, simply point, click, and get to know your city. Happen to have fallen on a rainy day? With Tellscope, it's possible to have a perfect view on any day.

NEIGHBORHOODS

Where exactly is Chinatown? Map out any neighborhood by name and boundaries.

ICONIC BUILDING GAME

Align the silhouette of iconic New York buildings over the corresponding tower in the view.

24H TIMELAPSE

Watch a day in the life of the NYC skyline.

LEVEL 100: OVERVIEW

AREA DIMENSIONS

TOTAL FLOOR AREA: 2 418 FT²

FLOOR AREA EXCLUDING CORE: 16 012 FT²

DESIGN ELEMENTS

- A Boardwalk
- B Tellscopes
- C Art in the Park
- D Hills
- E Interactive Cityscape
- F Lest We Forget
- G La Gelateria
- H Arboretum

CIRCULATION

- S1 Public escalator: for visitors going up to Level 101
- J1 Private elevator: private access to restaurants on Level 101
- ------> Circulation

MODIFICATIONS TO ARCHITECTURE

I. Relocate escalators leading up to Level 101

II. Addition of washrooms

PRINCIPAL MATERIALS

Floors
Concrete and cherry wood decking

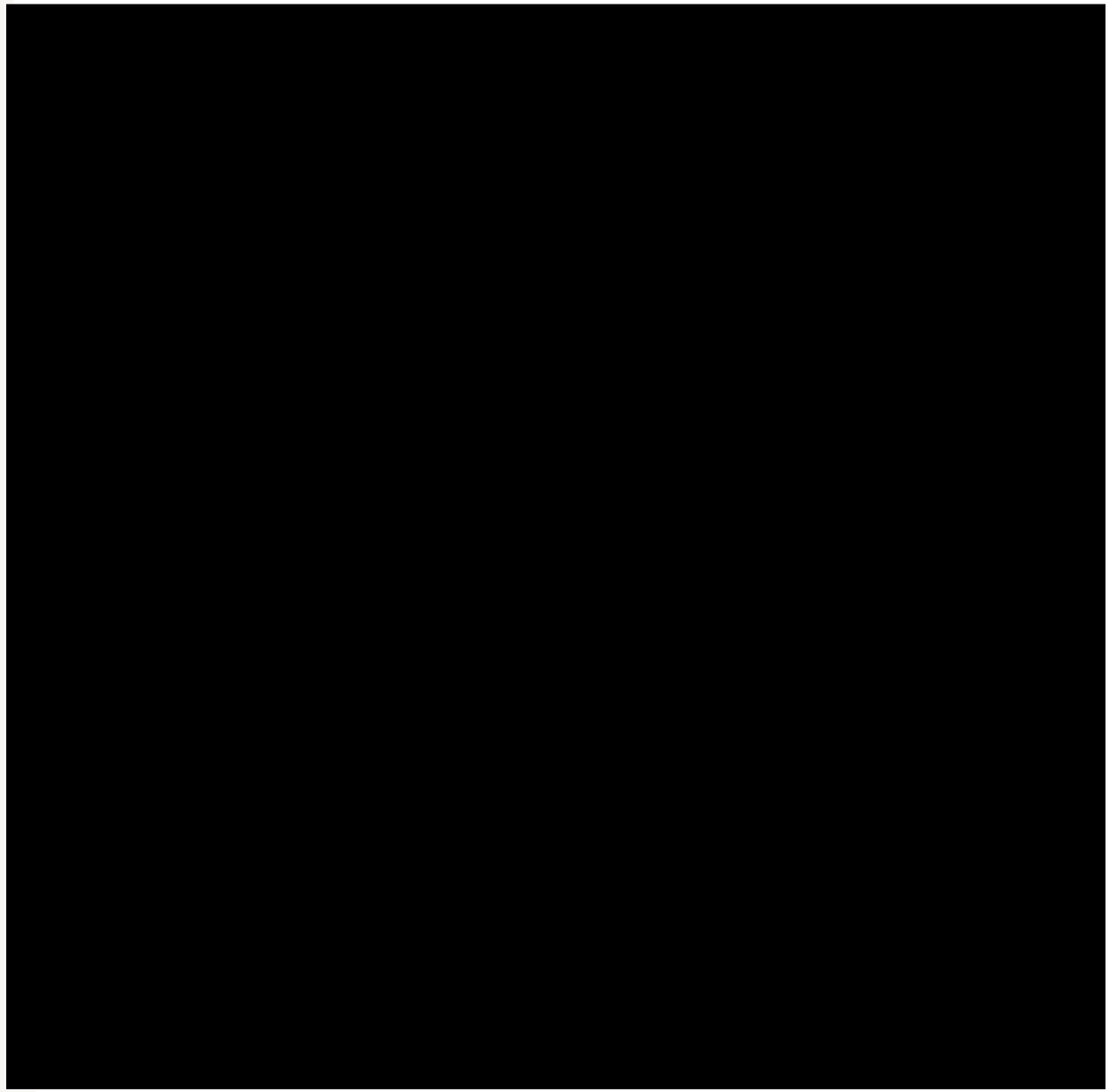
Walls
Glossy black stone tiles

Ceiling
Cherry wood paneling

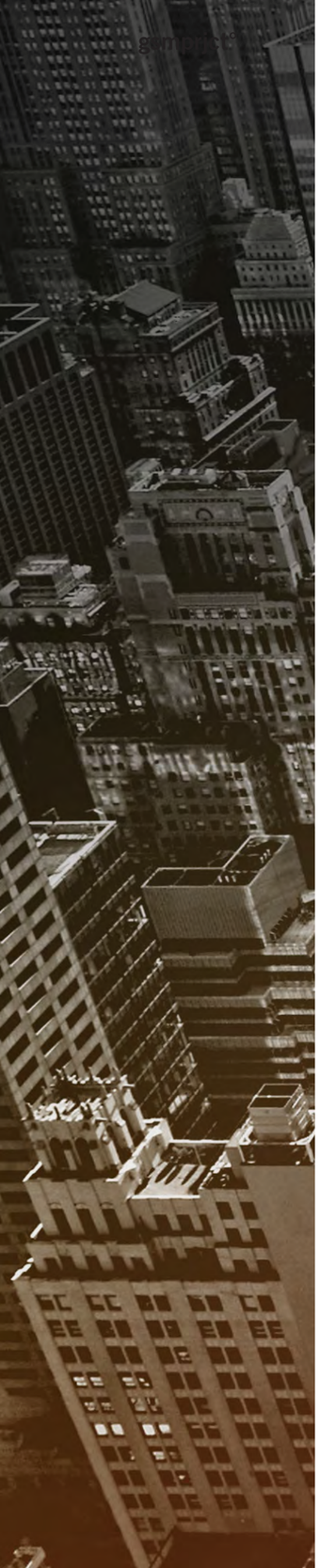
Hills
Recycled rubber floor covering

Elevator hall floor
Matte black stone tiles

Elevator hall walls
Glossy black stone tiles



PLAN NOT TO SCALE



102 STORIES

THE STORYTELLING CAPITAL OF THE WORLD

From filmmakers to hip-hop legends and everything in between, many of the world's most cherished storytellers grew up right here in New York City. Order yourself a latte or a Manhattan, grab a seat on the sofa with the celebrity of your choice, and gaze out at the five boroughs as their stories fill your head.

"BOY, THIS IS REALLY A GREAT CITY, I DON'T CARE WHAT ANYBODY SAYS. IT'S JUST REALLY A KNOCKOUT, YOU KNOW?"

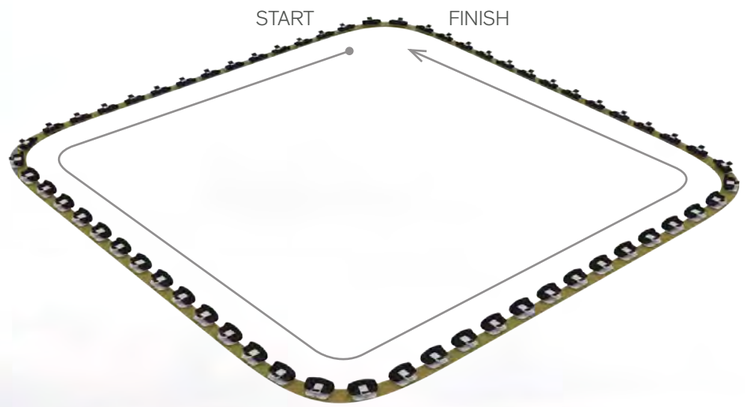
—*Woody Allen in Manhattan*

TAKE A SEAT IN THE CLOUDS

Hunker down on the couch and enjoy the ride. The greatest city on Earth lays itself out very slowly before you; the brightest stars of New York City whisper in your ear. It's like a relaxing afternoon of great conversation in the living room of a good friend, only this living room is the highest in the Western hemisphere, and your friend is a cultural icon.

Every seat comes equipped with an interactive touch-screen, offering visuals and navigational tools to assist you along this relaxing half-hour ride of unparalleled storytelling.

By the time you've finished, you've seen the whole city, heard some great stories, and enjoyed the delicious beverage of your choice. It's a full-package experience for all five senses.



EIGHT MILLION STORIES

WHOSE WILL YOU CHOOSE?

Jay-Z or Lady Gaga? Howard Stern or Tina Fey? There's something here for everyone: sports fans will love hearing from Derek Jeter; kids will love Sesame Street's legendary Big Bird. Your guide kicks off the half hour ride with a story of his or her own, and then introduces you to three other New Yorkers, each with their own personal stories from life in the city. Thought meeting Martin Scorcese was cool? Just wait till he introduces you to Robert De Niro, Harvey Keitel, and Joe Pesci!

25 different guides each with three or four friends makes 102 New York A-listers eager to tell their tales. We've picked Woody and his three friends … who would you pick?

“HE ADORED NEW YORK CITY”

Perhaps the city’s greatest ambassador to the world, Woody Allen is virtually synonymous with New York City. His films are veritable valentines to his hometown. Woody takes us on a tour of his personal Manhattan highlights, from the Carlyle Hotel, where he plays jazz every Monday night, to Madison Square Garden, where he regularly attends Knicks basketball games.

SCARLETT JOHANSSON

This native New Yorker has become Woody’s newest muse, assuming the role in his films that Diane Keaton and Mia Farrow occupied before her.

LETTY ARONSON

Woody’s sister and producer returns to the siblings’ birthplace in Midwood, Brooklyn, pointing out landmarks from their childhood.

TONY ROBERTS

A Manhattan native, Tony is one of Woody’s oldest friends. He was often cast in Woody’s movies as the filmmaker’s best friend.

SOMETHING FOR EVERYONE

24 MORE GUIDES

Not a Woody fan? Maybe Spike Lee's more your style. You've only got one responsibility at *102 Stories*, but it's a tough one: you have to pick which of these 25 iconic New Yorkers you want to spend your afternoon with. Can't make up your mind? You can always come back…

THE OTHER 21

LOU REED
A Walk on the Wild Side
LADY GAGA
If I Can Make It Here…
SPIKE LEE
Brooklyn in da House
WYNTON MARSALIS
The Bridge from New Orleans to New York
MARTIN SCORSESE
Marty's Mean Streets
DEREK JETER
Pride of the Yankees
MARIO BATALI
The Man Who Ate New York
RUSSELL SIMMONS
The original King of Queens
STEPHEN SONDHEIM
Upper West Side Story
PATTI SMITH
NYC Bohemia
HOWARD STERN
Radio Days
PAUL SIMON
The Only Living Boy in New York
SARAH JESSICA PARKER
The Glamorous Life
RUDY GIULIANI
America's Mayor
SONIA SOTOMAYOR
The Supremes
RALPH LAUREN
Always in Fashion
MARV ALBERT
From Downtown
FRAN LEBOWITZ
Literary New York
RUPAUL
Life's a Drag
BLAKE LIVELY
The Gossip Girl Tour (for Teens)
BIG BIRD
Sesame Street, Manhattan (for Kids)

JAY-Z
EMPIRE STATE OF MIND DECODED

World-class rapper, record label owner, and entrepreneur, Jay-Z (Sean Carter) is the pride of Bed-Stuy, Brooklyn. Jay revisits the local landmarks he wrote about in his memoir *Decoded.*

FRIEND 1
SEAN COMBS (DIDDY). The hip-hop impresario was one of Jay-Z's early supporters, as both were close friends with Notorious B.I.G.

FRIEND 2
ALICIA KEYS was the valedictorian of the renowned Performing Arts High School, blocks from her Hell's Kitchen home. Her collaboration with Jay-Z on "Empire State of Mind" may have already eclipsed Sinatra's "New York, New York" as the city's unofficial anthem.

FRIEND 3
A STAR PLAYER FROM the 2015 Brooklyn Nets roster. Jay-Z is one of the owners of the New Jersey—and soon-to-be Brooklyn—Nets, who will become the first professional team to play in the borough since the Dodgers left for Los Angeles in 1957.

JERRY SEINFELD
MASTER OF HIS DOMAIN

With his mega-popular '90s sitcom, comedian Jerry Seinfeld almost single-handedly made NYC a tourist destination. Today, the *Seinfeld* tour continues to pack in tourists eager to view landmarks from the show. Who better than the host himself to lead this tour?

FRIEND 1
Brooklyn native LARRY DAVID is the co-creator of *Seinfeld*. And while he later made a name for himself on his own Los Angeles–based sitcom (*The Larry David Sho*w), the show has returned to shoot in his hometown.

FRIEND 2
Born in Manhattan, JULIA LOUIS-DREYFUS is best known as the ever-popular Elaine on *Seinfeld.*

FRIEND 3
AL YEGANEH, who inspired the memorable Soup Nazi character on *Seinfeld*, is even more terrifying in real life behind the counter of his Soup Kitchen International restaurant in Midtown.

TINA FEY
TALES FROM 30 ROCK

Tina Fey might hail from Pennsylvania, but with her high-profile roles on *Saturday Night Live* and especially *30 Rock*—which she also created—she embodies the take-charge persona of ambitious New Yorkers.

FRIEND 1
He may be from Canada, but there's a reason *Saturday Night Live* creator LORNE MICHAELS calls his production company Broadway Video—he's *all* New York.

FRIEND 2
Long Island native ALEC BALDWIN has lived nine lives as an actor in film, TV and on stage, but Jack Donaghy, the character he plays alongside Fey on *30 Rock* may be his most memorable. There is some speculation that the politically active actor may even run one day for mayor of New York.

FRIEND 3
AMY POEHLER is Fey's longtime friend and collaborator, on *SNL, Mean Girls*, and other projects.

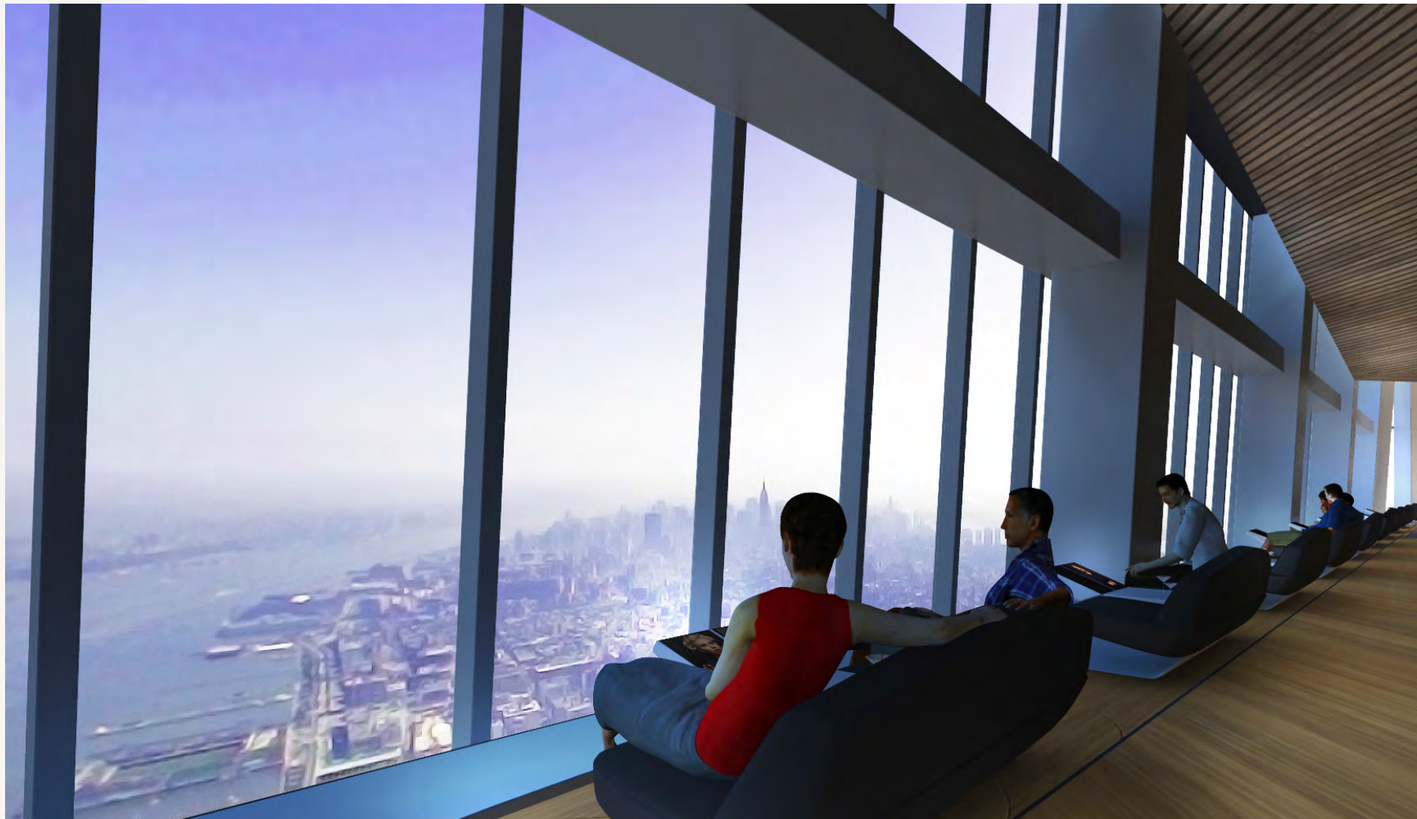
SINK INTO YOUR SOFA

THE ULTIMATE PENTHOUSE EXPERIENCE

In New York City, locals and tourists alike do a ton of walking. Kick back; put your feet up for half an hour. Let UP@WTC take care of you.

Gaze out the floor-to-ceiling windows at the entire New York metropolitan area. Relax into your custom-designed sofa. Rest your drink on its integrated side table as you scroll through your personal touch-screen. Headphones of the highest quality cut off all other noise, allowing you to focus completely on the story you're hearing and the view in front of you.

From time to time the audio track features just music or sounds, leaving you a couple moments of uninterrupted one-on-one with the city.



KEEP THE CONVERSATION GOING

HEY, I'M WALKING HERE!

Visit Little Italy with Martin Scorsese. Check out Chelsea with Patti Smith. This is a tour of New York by neighborhood, with itineraries designed by homegrown heroes. What was that deli Woody Allen mentioned in *102 Stories*? Here it is, on your phone! With commentary from your guide and photography from bygone decades, this is a deconstructed sound-walk, a private tour of a cherished neighborhood, connecting the World Trade Center with the rest of the city and vice versa.

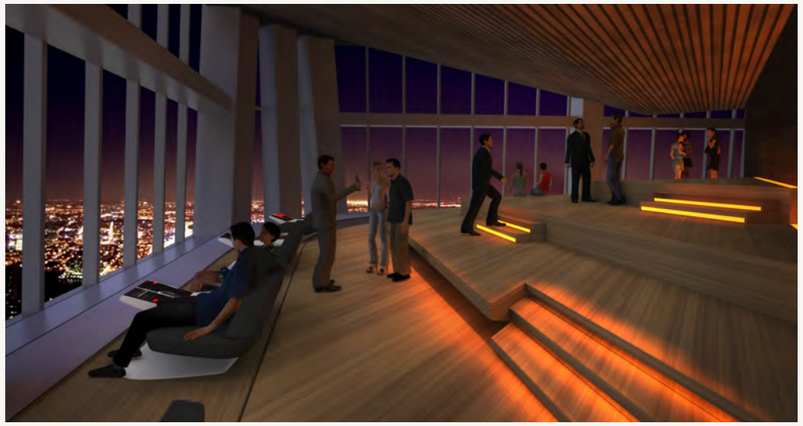
And best of all, you get New York landmarks from all 25 guides on your app—not just the one you chose—carefully plotted out on a map of the city. You've had your relaxing half-hour on the couch: now hit the streets and find some of these gems!

This app is available exclusively to *102 Stories* visitors.

SPECIAL EVENTS

A ROOM WITH A VIEW

Specific sections of the 102nd floor can be booked off for private events without interrupting the floor's normal operations. What better to place to host your VIP event than the very top of the tallest building in the Western Hemisphere? The penthouse-style experience, along with the relaxing half-hour that is *102 Stories*, will impress every guest.



LEVEL 102: OVERVIEW

AREA DIMENSIONS

TOTAL FLOOR AREA: 23 625 FT²

FLOOR AREA EXCLUDING CORE: 15 222 FT²

BACK-OF-HOUSE (INCLUDING MEZZANINE): **3098 FT²**

ZONES

1. *102 Stories* ride
2. Bar: 159 ft²
3. Lounge: 1134 ft²
4. Event space: 924 ft²
5. Back-of-house: 853 ft²
6. Back-of-house (mezzanine): 2245 ft²

DESIGN ELEMENTS

- A Traveling sofas
- B Interactive table

CIRCULATION

- S1 Service stairs: for restaurant staff
- S2 Public stairs: for visitors going down to Level 101
- J1 Elevator (can be chartered for direct access to restaurants)
- J2–J5 Elevators
- Circulation
- Service circulation

WASHROOMS

- W1 Men's washroom
- W2 Women's washroom
- W3 Adapted washroom

MODIFICATIONS TO ARCHITECTURE

I. Raise floor level

II. Create new opening in concrete slab to accommodate stairs to Level 101

III. Create second opening in concrete slab to accommodate stairs to Level 101 (for restaurant staff only)

IV. Addition of a mezzanine to the restaurant's back-of-house

V. Addition of washrooms

PRINCIPAL MATERIALS

Floors
Cherry wood

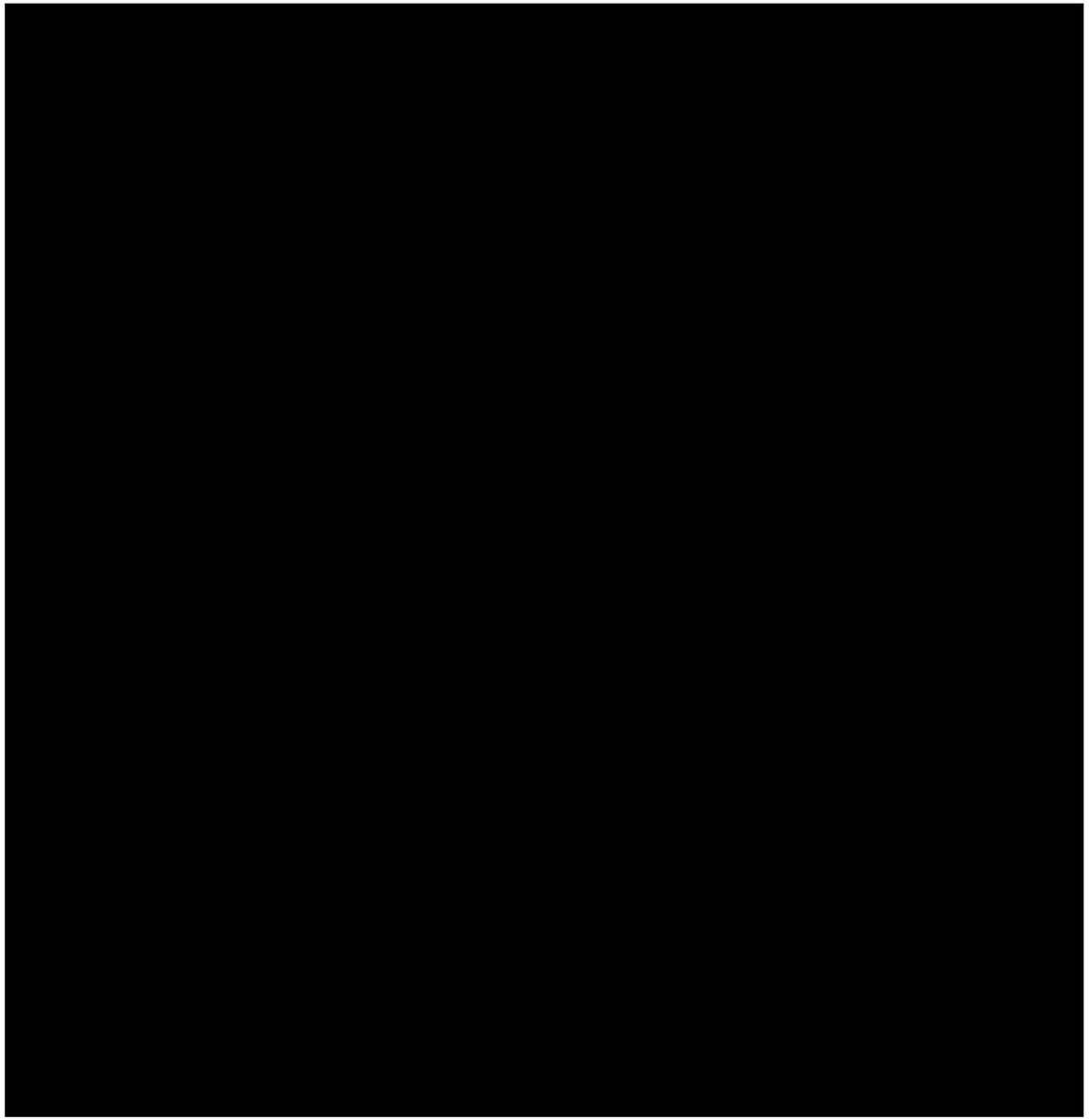
Walls
Walnut paneling

Ceiling
Cherry wood paneling

Lounge furniture
Black leather and textile

Elevator hall floor
Matte black stone tiles

Elevator hall walls
Glossy black stone tiles



PLANS NOT TO SCALE

GREAT EATS, TALL DRINKS

THREE RESTAURANTS. TAKE YOUR PICK.

New York's own Danny Meyer brings his world-famous vision of comfortable dining to UP@WTC. "I don't want to create a restaurant more known for its decor than its hospitality," Danny once said, and he makes true on that promise on the 101st floor. In his trademark tradition of creating distinctive restaurants, you've got three distinctive dining experiences awaiting you. Make yourself right at home.

"MANHATTAN IS A NARROW ISLAND OFF THE COAST OF NEW JERSEY DEVOTED TO THE PURSUIT OF LUNCH."

—Raymond Sokolov

THE HIGHEST DINNER IN TOWN

OR BRUNCH ... OR LUNCH ... OR AFTERNOON MARTINIS...

After you've seen and heard all UP@WTC has to offer, let your tastebuds take over on the 101st floor. Danny Meyer's distinctive dining comes in three styles: **The Battery** is a cafeteria-style restaurant with a south-facing view; **The Garden** is a high-end restaurant catering to the business class and facing west; and **The Manhattan** is the lounge bar which overlooks the skyline to the north. In all three establishments with the *100 Sights* park space just over the banister and two stories of windows between you and the view, this might just be the greatest dining experience in the world.

LEVEL 101: OVERVIEW

AREA DIMENSIONS

TOTAL FLOOR AREA: 19 429 FT²

FLOOR AREA EXCLUDING CORE: 11 030 FT²

ZONES

1. The Battery: 3990 ft²
2. The Manhattan: 1595 ft²
3. The Garden: 2240 ft²

CIRCULATION

- S1 Service stairs: for restaurant staff
- S2 Public stairs: for visitors coming down from Level 102
- S3 Public escalators: for visitors coming up from Level 100
- J1 Elevator (can be chartered for direct access to the restaurants)
- J2–J5 Elevators
- Circulation
- Service circulation

WASHROOMS

- W1 Men's washroom
- W2 Women's washroom
- W3 Adapted washroom

MODIFICATIONS TO ARCHITECTURE

I. Relocate escalator from Level 100

II. Addition of stairs for visitors coming down from Level 102

III. Addition of back-of-house stairs for staff servicing the restaurants

IV. Addition of washrooms

PRINCIPAL MATERIALS

Floors
Cherry wood, concrete, matte black stone tiles

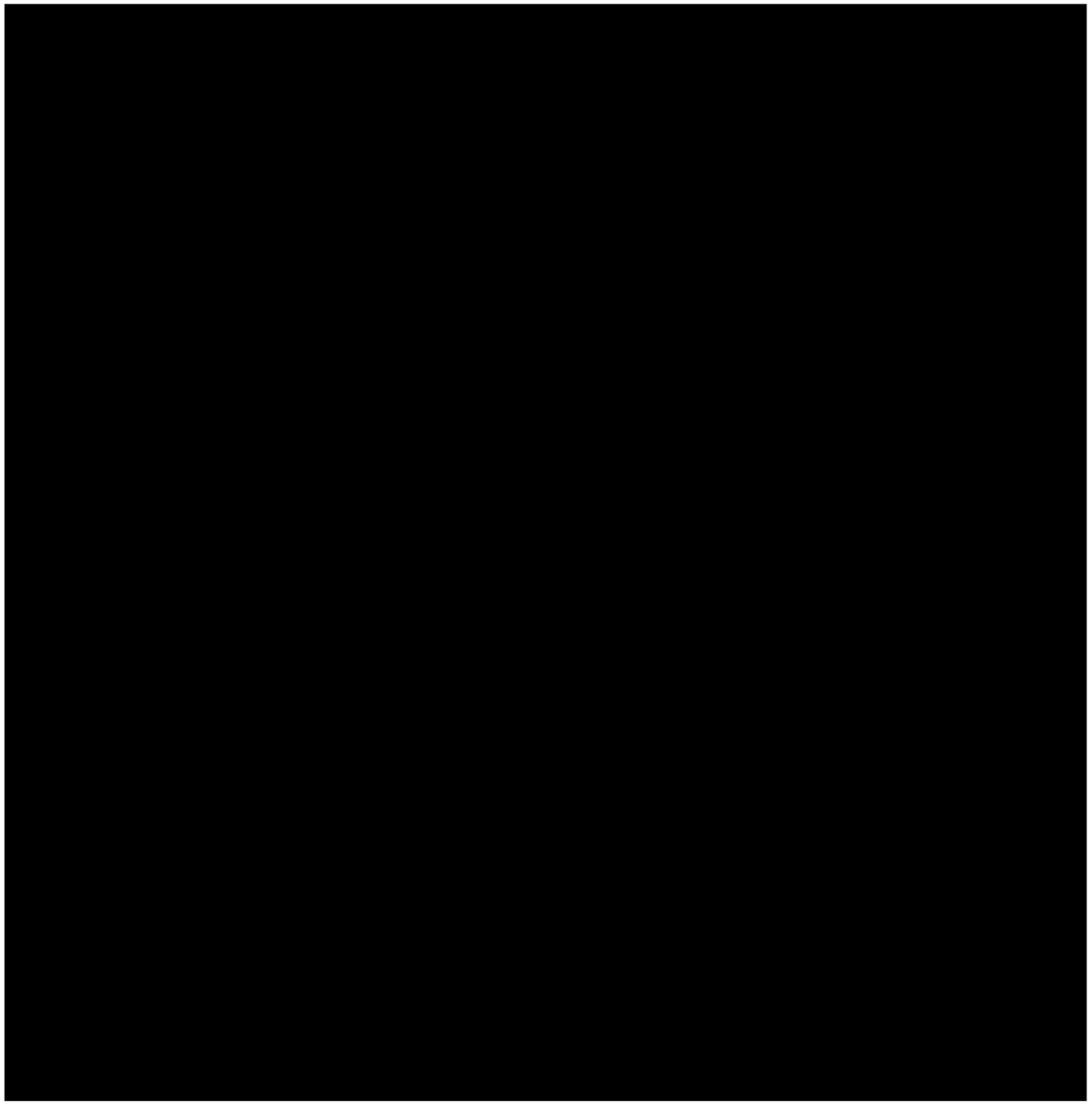
Walls
Glossy black stone tiles

Ceiling
Cherry wood paneling

Furniture
Resin, wood and textile

Elevator hall floor
Matte black stone tiles

Elevator hall walls
Glossy black stone tiles



PLAN NOT TO SCALE

7B-1 BUSINESS PLAN

THE MARKET[1]

New York City is the most popular city destination in the US. 50.5 million visitors came to New York in 2011, representing a growth of 3.5% over the 48.8 million who visited in 2010, and the number is projected to continue rising in the coming years. This included 40.2 million domestic visitors and 10.3 million international visitors. Visitor spending reached an estimated $32 billion, up from $31.5 billion in 2010. Thanks to the city's extraordinary abundance, New York continues to be a leader in leisure travel. Marketing campaigns paired with key business partners highlight the city's unparalleled dining, shopping, entertainment, and cultural offerings. Its high population and concentration of businesses make the New York metropolitan area the wealthiest city in the US.

International tourism is expected to grow rapidly in the coming years, encouraged by a fairly weak local currency and aggressive marketing campaigns in 27 international markets and ten different languages. Domestic tourism will also continue to see growth in the coming years. Euromonitor International predicts that domestic visitors to New York City will increase to 44.4 million by 2015. With an additional 12.2 million expected international arrivals, a total of 56.6 million visitors are expected in 2015, representing a 2.9% average annual growth rate.

Attendance at a selection of cultural venues and tourist attractions reached a record 21.9 million visitors in 2011, a 3.4% increase over 2010. Times Square, Central Park, and Grand Central Terminal continue to lead among free attractions, while the Metropolitan Museum, the American Museum of Natural History, and the Empire State Building Observatory are the top paid destinations.

Today's observation deck market in NYC is led by two towers. The Empire State Building Observatory welcomed 3.9 million visitors in 2011 and took in profits of $60 million. We estimate that approximately 2.5 million persons visited Top of the Rock at Rockefeller Center, for estimated profits of $25 million. While the popularity of these two venues is undeniable, we believe that the fairly poor visitor experience offered by both venues, the long wait-times, and the limited retail and F&B offerings on-site combine to represent an opportunity for a new observation deck, one which will not only become the viewing attraction of choice in the city of New York, but which will also stimulate the observation deck market and increase the number of overall visitors.

POTENTIAL DEMAND

The One World Trade Center observation deck brings together an unparalleled viewing attraction, a sophisticated visitor experience, and a place to dine, drink, and shop with a broad appeal to New Yorkers, domestic visitors, and international tourists alike. It will far surpass the former World Trade Center's observation experience, and will position itself as the place to visit—far beyond the Empire State Building and the Top of The Rock—for the best view of the city. In addition, with a quality of visitor experience not available at other skyscrapers, the World Trade Center will pose serious competition to other attractions of all kinds in the city.

Prior to 9/11, it should be noted that there was an established visitor flow at the World Trade Center Observation Deck of approximately 2 million visitors.[2] In fact, its 50,000 square-foot fine-dining restaurant, called Windows of the World, was the highest-grossing restaurant in the nation with a revenue of $37 million.[3]

Today the 9/11 Memorial attracts 5 million visitors per year, and it is anticipated that a core conversion of visitors to the new World Trade Center will grow out of this established demand. It should be noted that through effective marketing plans and strong tourism and hospitality relationships, the potential will continue to exist for long term sustainable growth for this attraction over and above our expectations.

Beyond these targeted attractions, Manhattan and Midtown in particular continue to attract growth, and are seeing significant growth in new hotels and in a broad range of developments across a number of industries.

With effective marketing and strategic partnerships, we believe that we will be able to convert at least 50% of the current visitors to the 9/11 Memorial. We also believe that we can convert at least 15% of the Empire State Building visitors and 25% of visitors from Top of the Rock. The Empire State Building should continue to benefit from a certain landmark status, which is why we expect conversion from ESB will be lower than from Top of the Rock.

Without factoring in any conversion from other NYC attractions, we estimate the potential demand for the new WTC observation deck to be between 3.5 and 4.0 million visitors per year. This represents a fairly conservative scenario on our part. We believe that the observatory could in fact reach between 4.5 and 5.0 million visitors per year under a more optimistic scenario of elevator capacity. In spite of this possibility, we are using financial forecasts based on a conservative 3.5 million visitors per year in order to ensure long-term sustainability of the business model and to implement an efficient financial structure.

1. Sources: Euromonitor International, "City Travel Briefing:NYC", *September 2011; and NYC & Co.*
2. Confidential source
3. www.thewinenews.com, *Guest Contributor Howard G. Goldberg, New York Times writer*

SWOT ANALYSIS ON THE WTC OBSERVATION DECK

STRENGTHS:

- Tallest building in the western hemisphere, 3rd tallest building in the world
- Prime location, unlike the two competing towers in Midtown
- The absolute best view of NYC and surrounding areas
- Iconic building with rich history
- New building with state-of-the-art structure and architecture
- Purpose-built venue with a dedicated lobby
- Indoor observatory with no dependence on weather, unlike the two competing towers.
- Significant consumer market base expected for the site
- 9/11 Memorial & Museum expects to attract 5.0 million visitors annually
- Conditions are perfect to build a state-of-the-art, highly popular, and profitable attraction

WEAKNESSES:

- Three-tower local market

OPPORTUNITIES:

- Opportunity to create a world-class experience enriched with content, technology, and innovative elements
- A rich experience meriting slightly higher pricing
  Various revenue opportunities exist: a complete experience, F&B, retail, special events, the Tellscope)
- NYC remains the most popular city destination in the US

THREATS:

- Competition from other NYC observation decks and attractions
- Reaching the targeted levels of visitors remains a risk
- Managing visitor throughput will be key: bottleneck will not be at lobby level but upstairs, where visitors will want to spend more time.

NYC COMPARABLE ATTRACTIONS

	VISITORS	G.A. PRICING	POTENTIAL CONVERSION	
9/11 Memorial	5.0 million	Vol. Donation	50.0%	2.5 million
Empire State Building	3.9 million	$23.00	15.0%	0.6 million
Top of The Rock	2.5 million	$25.00	25.0%	0.6 million
Times Square	37.6 million	Free		
Central Park	37.0 million	Free		
Metropolitan Museum	5.2 million	$25.00		
American Museum of Natural Hist.	5.0 million	$19.00		
Museum of Modern Art	3.1 million	$22.50		
Statue of Liberty	3.8 million	$13.00		
Guggenheim Museum	1.1 million	$18.00		
TOTAL				**3.7 MILLION**

Also potential targets for additional conversion

NYC COMPARABLE TOWERS

Ticketing Packages:	**UP at the WTC**	**Empire State Building**	**Top of the Rock**
100 Sights			
Adult	$25.00	$23.00	$25.00
Youth	$20.00	$17.00	$16.00
Tours	$15.00	na	na
102 Stories			
Adult	$45.00	$40.00	na
Youth	$36.00	$34.00	na
Tours	$27.00	na	na
Straight UP 100 Sights			
Adult	$50.00	$47.50-64.50	na
Youth	$50.00	$47.50-64.50	na
Tours	$50.00	$47.50-64.50	na
Double UP*			
Adult	$62.50	na	$38.00
Youth	$50.00	na	$20.00
Tours	$37.50	na	na
Visitors:	**3,500,000 vis.**	**3,900,000 vis.**	**2,500,000 vis.**

* Note: Hardly comparable to other multiple access packages as Double UP also includes access to 102 Stories

BUSINESS MISSION AND STRATEGY FOR THE VENUE

OUR MISSION:

- to create a concept that is highly original, different from other NYC observatories, extraordinary, innovative, and strongly connected to New York City and its citizens;
- to build a world-class observatory enriched with entertaining and educational content and innovative features that deliver an unparalleled visitor experience;
- to offer New Yorkers and visitors a state-of-the-art venue dedicated to New York City, its history, its culture, and its splendor;
- to rapidly gain market share from the other NYC observatories with aggressive and inventive marketing campaigns;
- to create a profitable and sustainable business over the long-term, based on the exploitation of various business opportunities, a highly competent and experienced management team, and strong strategic and financial partners;
- to compensate the Owner with very appealing financial conditions including:
  - an annual guaranteed rent based on market conditions (minimum recurring and highly secure cash flows); and
  - an additional rent based on performance of the observatory (a share of the upside).

In order to ensure the flawless execution of our business strategy, we have created a strategic and financial partnership with strong, highly credible, and competent US business operators. The resulting partnership includes the following companies:

- **BASE Entertainment**, which will be in charge of ticketing and client service, retail management, security, and administration and accounting;
- **Union Square Hospitality Group**, which will be responsible for food and beverages operations, catering services, special event coordination and servicing, and management of the restaurants;
- **Condé Nast**, which will take care of content development and management;
- **gsmprjct°**, which acts as project leader and promoter, and will be responsible for the concept and design, technology development, production and fabrication of the observatory, maintenance, technical support and engineering, as well as business strategy and financing of the project.

STRATEGIC PARTNERS AND RESPECTIVE RESPONSIBILITIES

gsmprjct°

Overview

- gsmprjct° designs, develops, produces, installs, and operates exhibitions and visitor centers around the world.
- It offers a range of services including research, design, technology development, and multimedia content creation, as well as project management, fabrication, production, and operations.
- It is a world-class developer and manager of immersive and entertaining visitor experiences.

Responsibilities

- Project leader and business organization
- Content development and management
- Concept and design
- Technology development
- Production and fabrication
- Project management
- Maintenance, technical support, and engineering
- Business strategy, operating and financial organization, and financing

BASE ENTERTAINMENT

Overview

- BASE is an intellectual property-based operating company and live entertainment studio with offices in New York, Las Vegas, and Houston.
- BASE develops, produces and manages intellectual properties which reach audiences through various platforms, including live, digital, broadcast, and licensing.

Responsibilities

- Ticketing and client service
- Retail management
- Security
- Administration and accounting

UNION SQUARE HOSPITALITY GROUP

Overview

- Union Square Hospitality Group was founded by Danny Meyer and includes some of New York City's most beloved restaurants, including Union Square Café, Gramercy Tavern, Blue Smoke & Jazz Standard, Shake Shack, and The Modern.

Responsibilities

- Food and beverages operations
- Catering services
- Special event coordination and servicing
- Management of restaurants

CONDÉ NAST

Overview

- Condé Nast is home to some of the world's most celebrated media brands.
- In the United States, Condé Nast publishes 18 consumer magazines, four business-to-business publications, 27 websites, and more than 50 apps for mobile and tablet devices.
- It also owns Fairchild Fashion Media (FFM), whose portfolio of brands serves as the leading source of news and analysis for the fashion community.

Responsibilities

- Content development and management

TOTAL INVESTMENT

We estimate that a total of $95.7 million will be invested during the 2-year construction period. $57.3 million will be directly invested into infrastructure and equipment (project CAPEX) for the observatory itself (the three floors and the dedicated lobby area). This includes $55.3 million of area investments corresponding to $888.44 per net square foot, and $2.0 million of additional investment related to expenses not directly related to the observation deck. When including prepaid expenses, operating expenses, and transaction-related expenses, total funds of $95.7 million will be allocated to the project. Approximately 26% of this amount will be deployed in 2013 and the other 74% in 2014 when the observatory is being constructed.

TOTAL INVESTMENT RELATED TO THE PROJECT

	NET AREA:	INVESTMENT PER SQ. FT.	TOTAL INVESTMENT
Lobby Area #1	12,057 sq.ft.	$844.43	$10,181,300
Lobby Area #2	1,167 sq.ft.	$1,500.00	$1,750,500
Retail Area (Lobby)	4,310 sq.ft.	$600.00	$2,586,000
100 Sights (100th floor)	16,012 sq.ft.	$850.00	$13,610,200
F&B Area (101st floor)	13,442 sq.ft.	$1,000.00	$13,442,000
102 Stories Area (102nd floor)	15,200 sq.ft.	$900.00	$13,680,000
Area Investments	**62,188 sq.ft.**	**$888.44**	**$55,250,000**
Marketing, PR, Website, etc.			$1,000,000
Art Installation			$1,000,000
Other Investments			**$2,000,000**
Total Project CAPEX:			**$57,250,000**
Reserve			$3,500,000
Prepaid Rent			$20,000,000
Pre-Opening Operating Expenses			$13,500,000
Transaction Expenses			$1,474,750
Prepaid Expenses			**$38,474,750**
TOTAL PROJECT INVESTMENT		**$95,724,750**	

REVENUE OPPORTUNITIES

Our consortium has developed five key lines of business, all taking advantage of the world-class experience we've created and the UP@WTC brand, which we believe will be highly successful.

ELEVATIONS REVENUES

Our ticketing strategy will be based on offering different admissions packages to visitors, and on keeping prices in line with the New York City market, as presented in the table below.

- The ***100 Sights*** package, which gives access to the 100th floor and the F&B area on Level 101, will be priced at $25.00 (adult), in line with other NYC's observatories.
- The ***102 Stories*** experience, giving access to the 102nd floor and the F&B area on Level 101, will be priced at $45.00 (adult). We estimate that 20% of visitors will opt for the *102 Stories* experience.
- **Straight UP** (no line, no wait time) can be purchased at $50.00 for faster access to *100 Sights* and $90.00 for faster access to *102 Stories*. We estimate that 2% of visitors will opt for each of the two Straight UP options.
- The **Double UP** package, allowing access to both 100 Sights and *102 Stories* in a 48-hour period, will be priced $62.50 (adult). We estimate that 5% of visitors will choose this option.
- The **365 360°** annual membership will be offered to corporate clientele at $150.00 per person. We estimate that 15,000 visitors will subscribe to this annual membership. This figure is in addition to the 3.5 million visitors expected annually.

Overall, based on our estimate of 3.5 million visitors (conservative scenario), ticketing revenues can be estimated at $107.6 million for the first year of operation. Ticketing revenues could reach as much as $153.7 million with 5.0 million visitors (optimistic scenario).

We estimate that **ticketing discounts** of 20% will be applied to 30% of ticketing revenues representing $6.5 million per year for groups, the *New Yorker Special* offer, communities, kids and students (the *Give Kids a Chance* program), partnerships, etc.

RETAIL REVENUES

Our team will put into place a retail strategy that

- is inventive, unique, and accessible;
- features the UP@WTC brand;
- features products inspired, designed, and created by New Yorkers;
- makes use of local production exclusively;
- includes products exclusive to the UP@WTC boutique and website;
- makes use of limited SKUs and editions to ensure an efficient retail strategy;
- includes products that people want and that cannot be found in other tourist retail locations.

We estimate that an efficient strategy will lead to average revenues of $7.50 per visitor, which corresponds to total retail revenues of $26.3 million per year under our conservative scenario of 3.5 million visitors. Retail revenues could reach as much as $37.5 with 5.0 million visitors.

FOOD AND BEVERAGE REVENUES

Danny Meyer's USHG will put into place an exclusive, unrivalled, and unparalleled food and beverage experience on the 101st floor, offering a unique set of culinary experiences to visitors.

- **The Battery**, a cafeteria-style restaurant, will serve and estimated average of more than 600 visitors daily with an average tab of $4.
- **The Manhattan**, a lounge bar, will serve more than 1,800 covers daily with an average tab of $13.
- **The Garden**, a high-end restaurant will serve more than 700 covers on a daily basis with an average tab of $59.
- A **catering** service will also be available for corporate clients and special events, serving an average of 2 clients per day with an average tab of close to $3,000.

In total, we estimate that the food and beverage business will generate more than $27 million in revenue per year.

SPECIAL EVENTS RENTALS

Estimated at $2.0 million in revenue per year, special events rentals will give individuals or corporations private access to a specific section of the observatory in such a way that does not interfere with normal operations of the venue.

PHOTO AND VIDEO REVENUES

Outsourced to a photo and video operator, this feature will bring in an estimated $3.00 in revenue per visitor, corresponding to a total revenue of $10.5 million per year assuming 3.5 million visitors (or $15.0 million in the optimistic scenario of 5.0 million visitors).

In summary, assuming a conservative 3.5 million visitors per year, our business plan reflects total gross revenues of $173.9 million per year. Total gross revenues could reach as much as $235.8 million with 5.0 million visitors according to our optimistic scenario.

SUMMARY OF REVENUE OPPORTUNITIES WITH 3.5 MILLION VISITORS

	AVERAGE PRICING	VISITORS	FIRST YEAR REVENUES	%
Total Visitors		3,500,000		
100 Sights	$22.75	2,485,000	$56,533,750	32.5%
102 Stories	$40.95	700,000	$28,665,000	16.5%
Straight UP 100 Sights	$50.00	70,000	$3,500,000	2.0%
Straight UP 102 Stories	$90.00	70,000	$6,300,000	3.6%
Double UP	$56.88	175,000	$9,953,125	5.7%
Annual Memberships	$150.00	17,500	$2,625,000	1.5%
Ticketing Revenues			**$107,576,875**	**61.8%**
	ARPV*:			
Retail Revenues	$7.50		$26,250,000	15.1%
Food and Beverage	$7.89		$27,618,777	15.9%
Special Events Rental			$2,000,000	1.1%
Photo and Video	$3.00		$10,500,000	6.0%
Total Gross Revenues			**$173,945,652**	**100.0%**
Total ARPV*			$49.70	

*Average Revenue Per Visitor

FINANCIAL PROPOSAL TO THE OWNER

OUR FINANCIAL PROPOSAL TO THE OWNER IS BASED ON THE FOLLOWING OBJECTIVES:

- Offering a minimum guaranteed level of yearly rent payments based on market standards for equivalent office spaces;
- Providing additional rent payments based on the performance of the observatory so that the Owner can also benefit from the upside on the business;
- After 3 years of activity, increasing the guaranteed component while slightly reducing the additional rent component of the total rent to facilitate the Owner's ability to refinance.

FOR THE FIRST 3 YEARS OF ACTIVITY:

- A guaranteed rent of $20.0 million for the first 3 years based on a rent of $321.61 per net square foot on a net area of 62,188 square feet (1-year prepayment);
- An additional rent payment based on:
  - 35.0% of ticketing revenues
  - 8.0% of F&B revenues (including special events rentals)
  - 20.0% of retail revenues (including photo & video)
  - The guaranteed rent is recouped by the additional rent
  - This corresponds to an additional rent of $27.4 million in 2015 based on the conservative scenario
- The resulting total rent in 2015 amounts to $47.4 million assuming 3.5 million visitors

AFTER 3 YEARS OF ACTIVITY:

- The guaranteed rent is increased to a level that corresponds to 70% of the previous year's total rent. This results in a guaranteed rent of $33.5 million starting in 2018 based on 3.5 million visitors.
- The additional rent payment is adjusted to:
  - 31.5% of ticketing revenues
  - 7.2% of F&B revenues (including special events rentals
  - 8.0% of retail revenues (including photo & video)
  - This corresponds to an additional rent of $10.4 million in 2018
- The resulting total rent in 2018 amounts to $43.9 million assuming 3.5 million visitors

Our offer results in total nominal payments of more than $700 million to the Owner over the 15-year period of the rent assuming 3.5 million visitors. This corresponds to a total Net Present Value of $381.2 million. Assuming 5.0 million visitors throughout the period, total payments of close to $1.0 billion would be made to the Owner. This corresponds to a total Net Present Value of $533.7 million.

FINANCIAL PROPOSAL TO THE OWNER

RENT AND ADDITIONAL PAYMENTS WITH 3.5 MILLION VISITORS (CONSERVATIVE SCENARIO)

	UNTIL 2017	POST-2017
Total Net Area (sq. ft.)	62 188 sq.ft.	Guaranteed Rent adjusted to
Rent per sq.ft.	$321,61	70% of previous year total rent
GUARANTEED RENT*	**$20 000 000**	**$33 491 586**
Additional Rent - % of Ticketing Revenues	35,0%	31,5%
Additional Rent - % of F&B Revenues	8,0%	7,2%
Additional Rent - % of Retail Revenues	20,0%	18,0%

FIRST 4 YEARS' PAYMENTS:

	2015	2016	2017	2018
Guaranteed Rent	$20 000 000	$20 000 000	$20 000 000	$33 491 586
Additional Rent	$27 371 408	$27 845 122	$28 323 574	$10 434 543
TOTAL PAYMENT TO OWNER	**$47 371 408**	**$47 845 122**	**$48 323 574**	**$43 926 128**

15-YEAR TOTAL PAYMENTS (NOMINAL VALUES):

Guaranteed Rent	$461 899 029
Additional Rent	$238 734 333
TOTAL PAYMENT TO OWNER	**$700 633 361**

15-YEAR TOTAL PAYMENTS (NET PRESENT VALUE):

Guaranteed Rent	$260 549 022	NPV discounted at 7,5%
Additional Rent	$120 690 402	NPV discounted at 10,0%
TOTAL PAYMENT TO OWNER	**$381 239 424**	

* Guaranteed Rent prepaid 1-year in advance, recouped by Additional Rent

OPERATING EXPENSES

We have developed a detailed operating budget (details available in the financial model in Annex V) totaling more than $72.6 million based on the following key items:

- COGS of 30% on the F&B, 40% on the retail, 50% of photo & video and 25% on special events rentals;
- More than 330 employees (118 for the observation deck itself, 164 for the F&B, 32 for the retail, and 17 for content creation and management) for total HR expenses of more than $24.3 million including taxes and benefits;
- Total marketing budget of $8.5 million per year excluding ticketing discounts;
- Management fees of $3.0 million to the four partners;
- $7.1 million of other operating expenses.

SUMMARY

Our business plan and financial offer in a nutshell:

- 3.5 million visitors per year
- $173.9 million gross revenues / $120.1 million in net revenues
- Rent payments of $47.4 million per year to the Owner based on a $20.0 million guaranteed rent per year and additional rent payments based on the performance of the observatory, for a total of more than $700 million overall paid to the Owner
- This represents a net present value of $381.2 million paid to the Owner through the 15-year term of the project
- Net Operating Profit of $47.4 million per year, in line with the rent payments made to the Owner
- More than 300 new jobs created
- More than a state-of-the-art observatory; a sustainable and profitable business to the promoter, the Owner and NY and NJ communities

SUMMARY INCOME STATEMENT

	CONSTRUCTION PERIOD		OPERATING PERIOD (5-YEAR)					FINAL YEAR
	2013	2014	2015	2016	2017	2018	2019	2029
GROSS REVENUES	**$0**	**$0**	**$173 945 652**	**$175 685 108**	**$177 441 959**	**$179 216 379**	**$181 008 543**	**$199 946 041**
Gross Revenues Per Visitor	na	na	$49,70	$50,20	$50,70	$51,20	$51,72	$57,13
Ticketing Discount	$0	$0	$6 454 613	$6 519 159	$6 584 350	$6 650 194	$6 716 696	$7 419 411
Guaranteed Rent	$0	$0	$20 000 000	$20 000 000	$20 000 000	$33 491 586	$33 491 586	$33 491 586
Additional Rent	$0	$0	$27 371 408	$27 845 122	$28 323 574	$10 434 543	$10 873 804	$15 515 405
Total Rent	$0	$0	$47 371 408	$47 845 122	$48 323 574	$43 926 128	$44 365 390	$49 006 991
NET REVENUES	**$0**	**$0**	**$120 119 631**	**$121 320 827**	**$122 534 035**	**$128 640 057**	**$129 926 457**	**$143 519 639**
Net Revenues Per Visitor	na	na	$34,32	$34,66	$35,01	$36,75	$37,12	$41,01
Observatory Expenses	$427 000	$11 100 960	$31 222 717	$32 003 873	$32 806 908	$33 632 463	$34 481 198	$44 403 467
F&B Expenses	$0	$2 986 813	$21 608 127	$22 083 153	$22 570 698	$23 071 120	$23 584 788	$29 539 333
Retail Expenses	$0	$782 378	$15 597 479	$15 836 044	$16 079 472	$16 327 887	$16 581 414	$19 428 389
Content Development	$0	$479 713	$2 958 850	$3 047 616	$3 139 044	$3 233 215	$3 330 212	$4 475 526
Building Dedicated Expenses	$0	$1 261 386	$1 261 386	$1 299 228	$1 338 205	$1 378 351	$1 419 701	$1 907 960
Total Operating Expenses	$427 000	$16 611 249	$72 648 559	$74 269 913	$75 934 327	$77 643 036	$79 397 313	$99 754 675
NET OPERATING PROFIT	**($427 000)**	**($16 611 249)**	**$47 471 071**	**$47 050 914**	**$46 599 708**	**$50 997 021**	**$50 529 144**	**$43 764 964**
In % of Gross Revenues	na	na	27,3%	26,8%	26,3%	28,5%	27,9%	21,9%
NOI Per Visitor (Total)	na	na	$13,56	$13,44	$13,31	$14,57	$14,44	$12,50
Depreciation and Amort.	$0	$0	$5 856 600	$6 165 531	$6 483 731	$6 811 476	$7 149 053	$5 762 306
Net Interests	($2 500)	$2 153 750	$3 947 579	$3 214 840	$2 509 416	$1 808 226	$1 091 240	($175 051)
NET INCOME	**($424 500)**	**($18 764 999)**	**$37 666 892**	**$37 670 542**	**$37 606 561**	**$42 377 319**	**$42 288 850**	**$38 177 709**
In % of Gross Revenues	na	na	21,7%	21,4%	21,2%	23,6%	23,4%	19,1%

7B-2 FINANCIAL PROPOSAL

FINANCING PLAN

The financial structure that we will implement for the project will take into account the following factors:

1. The formation of a joint venture between gsmprjct°, BASE Entertainment, USHG and Condé Nast in order to:

- Bring together complementary expertise for the management and operation of the project;
- Align the interests of the partners through an equity investment by each of them (the partners are incentivized on the results of the entire project, and not just their line of business).

2. The implementation of an optimal structure with a financial leverage which reflects the solid and recurring streams of cash-flows that the project can generate.

- A mix of senior and subordinated debt will be put into place.

A total financing of approximately $95 million will be put into place. $30.0 million will be raised in equity and $65.0 million will be financed through senior and subordinated debt (or mezzanine).

EQUITY

- Each of the four partners has committed to invest $5.0 million in Preferred Shares A for a total of $20.0 million in exchange for 5.0 million shares or 17.6% of the capital.
- $10.0 million in Preferred Shares B is currently being sold to a group of equity partners in exchange for 3.3 million shares or 11.8%. (A letter of interest was issued by Fonds Capital Culture Quebec, provided in addendum to ANNEX V).
- 5.0 million common shares are issued to gsmprjct° as project leader and promoter, representing an additional 17.6% shareholding for a total of 35.3%.
- Partners are willing to commit additional equity in banks require a structure with lower financial leverage.

DEBT

- $40.0 million of Senior Debt will be raised from a commercial bank. We are in advanced discussion with HSBC and a series of other financial institutions at the moment. An indication of interest will most probably be issued shortly by HSBC and we expect to receive additional indications of interest from other lenders in the coming weeks.
- $25.0 million of Subordinated or Mezzanine Debt is also being raised. We are pursuing discussions with various institutions and expect indications of interest shortly.

In summary, we have secured $30.0 million in equity financing from the partners, and we are highly confident that we will rapidly complete the debt financing with reasonable terms.

FUNDS

SOURCES OF FUNDS

	2013	2014	TOTAL
Common Shares	$0	$0	$0
Preferred Shares A	$20 000 000	$0	$20 000 000
gsmprjct°	$5 000 000	$0	$5 000 000
BASE	$5 000 000	$0	$5 000 000
USHG	$5 000 000	$0	$5 000 000
Condé Nast	$5 000 000	$0	$5 000 000
Preferred Shares B	$0	$10 000 000	$10 000 000
TOTAL EQUITY	**$20 000 000**	**$10 000 000**	**$30 000 000**
Revolving Facility (plug)	$4 827 000	$10 897 750	$15 724 750
CL / Senior Debt A	$0	$25 000 000	$25 000 000
CL / Senior Debt B	$0	$0	$0
SENIOR DEBT	**$4 827 000**	**$35 897 750**	**$40 724 750**
Sub. Debt / Mezz.	**$0**	**$25 000 000**	**$25 000 000**
TOTAL DEBT	**$4 827 000**	**$60 897 750**	**$65 724 750**
TOTAL SOURCES OF FUNDS	**$24 827 000**	**$70 897 750**	**$95 724 750**

USES OF FUNDS

	2013	2014	TOTAL
Obs. Deck - Infrastructure	$17 680 000	$26 520 000	**$44 200 000**
Obs. Deck - Equipment	$4 420 000	$6 630 000	**$11 050 000**
Marketing, PR, Website, etc.	$400 000	$600 000	**$1 000 000**
Art Installation	$400 000	$600 000	**$1 000 000**
Total Investment	**$22 900 000**	**$34 350 000**	**$57 250 000**
Reserve	$1 500 000	$2 000 000	$3 500 000
Prepaid Rent	$0	$20 000 000	$20 000 000
Pre-Op. OPEX	$0	$13 500 000	$13 500 000
Transaction Expenses	$427 000,00	$1 047 750,00	$1 474 750
TOTAL USES OF FUNDS	**$24 827 000**	**$70 897 750**	**$95 724 750**

FINANCIAL PARTNERS

NOTE

Section 7.B-2 continues with the financial model - PRO FORMA (Please refer to Annex V)

FINANCIAL PARTNERS

EQUITY PARTNERS	INVESTMENT	KEY PERSON & CONTACT DETAILS
gsmprjct° (backed by XPND Capital) **XPND Capital** **Claridge Investment**	**$5 million Preferred Shares A** 35.3% shareholding (including 5 million promoter shares). An additionnal $15M is available if required.	**Yves Mayrand,** Co-President: +1 514 288 4233 / yves.mayrand@gsmprjct.com **Vincent Brie**, Co-President: +1 514 288 4233 / vincent.brie@gsmprjct.com 777, de la Commune Street West, Suite 200, Montreal, Quebec, H3C 1Y1, CANADA **Alexandre Taillefer,** Managing Partner: +1 514 569 0696 / ataillefer@xpnd.com **Dominic Becotte,** Partner: +1.514.802.0453 / dbecotte@xpnd.com 777 de la Commune Street West, Suite 130, Montreal, Quebec, H3C 1Y1, CANADA **Pierre Boivin**, CEO: +1 514 878 5200 / PBoivin@claridgeinc.com Frederic Martel, Vice President: +1 514 878 5200 / FredericMartel@claridgeinc.com 1170 Peel Street, Montreal, QC H3B 4P2, CANADA
BASE Entertainment	**$5 million Preferred Shares A** 17.6% shareholding	**Scott Zeiger,** Co-CEO: +1 212 812 3850 / scott@baseentertainment.com **Brian Becker,** Co-CEO: +1 212 812 8340 / brian@baseentertainment.com 156 West 56th street, Suite 1102, New York, New York, 10019, USA
Union Square Hospitality Group	**$5 million Preferred Shares A** 17.6% shareholding	**Ronald Parker,** Managing Partner: +1 646 747 7233/ rparker@unionsquareevents.com 640 West 28th Street, 8th Floor, New York, New York 1001, USA
Condé Nast	**$5 million Preferred Shares A** 17.6% shareholding	**John Bellando,** CFO: +1 212 286 2860 / John_Bellando@condenast.com 4 Times Square, New York, New York, 10036, USA
Fonds Capital Culture Québec **Investissement Québec** *In discussion* **Caisse de Dépôt et Placement du Quebec** *In discussion*	**$10 million Preferred B Shares** 11.8% shareholding	**André Provencher,** CEO: +1 514 940 6820 / andre.provencher@me.com 215, Saint-Jacques Street, Montreal, Quebec, H2Y 1M6, CANADA **Andre Petitclerc**, Senior Vice-President, Business Development +1 514 876 9399 / andre.petitclerc@invest-quebec.com 600 de la Gauchetiere Ouest, suite 1500, Montreal, Quebec, H3B 4L8, CANADA **David Petrie**, Director - Private Equity: +1 514 847 2863 / dpetrie@lacaisse.com 1000, Place Jean-Paul-Riopelle, Montreal, Quebec, H2Z 2B3, CANADA

BANK	INVESTMENT	KEY PERSON & CONTACT DETAILS
HSBC *In advanced discussion* City National Bank *In discussion* Business Development Bank of Canada *In discussion* Other Institutions Approached *Waiting for feedback*	**$40 million Senior Debt + $25 million Sub. Debt**	**Jean Gagne**, Senior Account Manager: +1 514 285 8617 / jean.x.gagne@hsbc.ca 2001, McGill College, Suite 200, Montreal, Quebec, H3A 1G1, CANADA **Boris L. Gluzberg**, Vice President: +1 917 322 5255 / boris.gluzberg@cnb.com 400 Park Ave, Seventh Floor, New York, New York, 10022, USA **Benoit Mignacco**, Sub. Debt Director: +1 514 283 1709/ Benoit.MIGNACCO@bdc.ca 5 Place Ville Marie #300, Montreal, Quebec, H3B 5E7, CANADA In Canada: CIBC, Bank of Montreal, TD Group, and Scotia Bank In the US: Bank of America and Fortress

8.
TECHNICAL PROPOSAL

8 TECHNICAL PROPOSAL

METHODOLOGY
For simplicity, we have divided the methodology of the project into three parts: **Design Development**, **Production**, and **Operations**.

DESIGN DEVELOPMENT

A good experience is always built on good content. We will invest extensively into the development of the content (messages, research, scripts, video assets, rights, etc.) before proceeding with final design development.

CONTENT DEVELOPMENT

- Identify subjects for each zone/experience
- Identify potential material, either existing or to be produced
- Script the content to create the visitor experience

While a complete and thorough concept is presented in this document, much of it can be revisited following your comments and as the content is developed. It is crucial, however, that design development follow content and visitor experience goals, and not the other way around. In that sense, design is an execution of the vision, the latter being based on business, operational, marketing and sustainability goals.

Buro Happold will guide us through the design development, ensuring that all measures and opportunities are taken to develop an environmentally responsible and sustainable design. Also, we will work closely with the Union Square Hospitality Group to develop the most efficient and appealing F&B experience.

DESIGN DEVELOPMENT

- Exhibit design
- Graphic design
- Interior design
- Furniture design
- Lighting design

Many of the ideas in our concept are innovative, meaning that the project will require research and development. Additionally, testing and prototyping will be performed in the production phase, and value engineering will be a key part of this phase as well in order to optimize all interventions. Here again the expertise of Buro Happold and USHG will be fundamental.

TECHNICAL DEVELOPMENT

- Technical research
- Selection of equipment
- Technical drawings and specifications

Also critical to the success of the design development and its implementation will be a strong coordination with the base building team. The building can't be simply a shell for housing the experience; the architecture and the experience must work together, one enhancing the other. Collaboration with the base building team, therefore, will be crucial.

BASE BUILDING REQUIREMENTS AND COORDINATION

- Technical specifications of our requirements, such as electrical consumption, heat dissipation, etc.
- Coherence and harmonization of the design languages

PRODUCTION

Production will be divided into two distinct parts. The first is interior fit-out (FF&E); the second is the experience itself (content, AV, interactive components, special installations, etc.). For FF&E, which involves relatively mainstream works for which there may be many qualified contractors, we will proceed with a standard design/bid process. (We may in fact want to hire an interior contractor already on-site to simplify things.) The works related to the experience, on the other hand, are highly specialized and, as mentioned before, will require some R&D. For those reasons we will not use a normal design/bid process but a design/build one, through which we will select contractors and suppliers early on and involve them in the technical development to maximize value engineering.

PRODUCTION/INTERIOR

TENDER DOCUMENTS

- Prepare tender documents
- Coordinate tender process

AWARD ANALYZE BIDS

- Make recommendations for contract awards
- Attend progress meetings on-site to ensure compliance with interior design drawings

SUPERVISION

- Respond to RFIs from general contractor
- Review and approve all color and material samples and all shop drawings
- Hold regular site inspections to ensure compliance with FF&E drawings throughout the process
- Prepare deficiency lists at substantial complete dates and update these lists as required
- Prepare a final letter of recommendation upon correction of all deficiencies and delivery of all items to the stakeholders' satisfaction

PRODUCTION/EXPERIENCE

The experience requires many different disciplines, and the more these are integrated seamlessly, the better the visitor experience will be. In this respect a design/build process is essential to ensure coherence throughout the visitor experience and to render the technological elements invisible. It is also preferable after the opening to avoid having one contractor or supplier blame another when something fails during operations. Failures create downtimes that negatively impact revenues and reputation; failures, therefore, must be minimized by proper integration and by having one company responsible for all aspects of the product.

PROTOTYPING AND TESTS IF NECESSARY

SOURCING (OFF-THE-SHELF)

- AV/IT equipment
- Lighting equipment
- Control systems
- Standard furniture

FABRICATION (CUSTOM)

- Sets
- Showcases
- Projection surfaces
- Special effects installations
- Furniture

SOFTWARE PRODUCTION

- Audio and video productions
- Interactive productions
- Custom applications

INSTALLATION

INTEGRATION AND PROGRAMMING

TESTING AND COMMISSIONING

MAINTENANCE

OPERATIONS

The opening is only a moment in the process; it is neither the end nor the beginning. Although operations per se only begin with the opening, much pre-opening work needs to be done well ahead of time. For operation and maintenance, please see the Management Proposal in section 9.

PEOPLE

- Executive Management/ Project Team Appointment
- Core Management Team Recruitment
- Main Team Recruitment
- Training - ALL

RETAIL

- Product Development & Sourcing
- Retail On-Line Launch

SYSTEMS

- Ticketing/POS Installation
- Security Systems & CCTV Installation
- Go-Live of Online Ticket Purchase System
- Testing

MARKETING & PR

- PR Firm Appointment
- Marketing Agency Appointment
- Go-Live of Initial Marketing Campaigns

CONTENT DEVELOPMENT

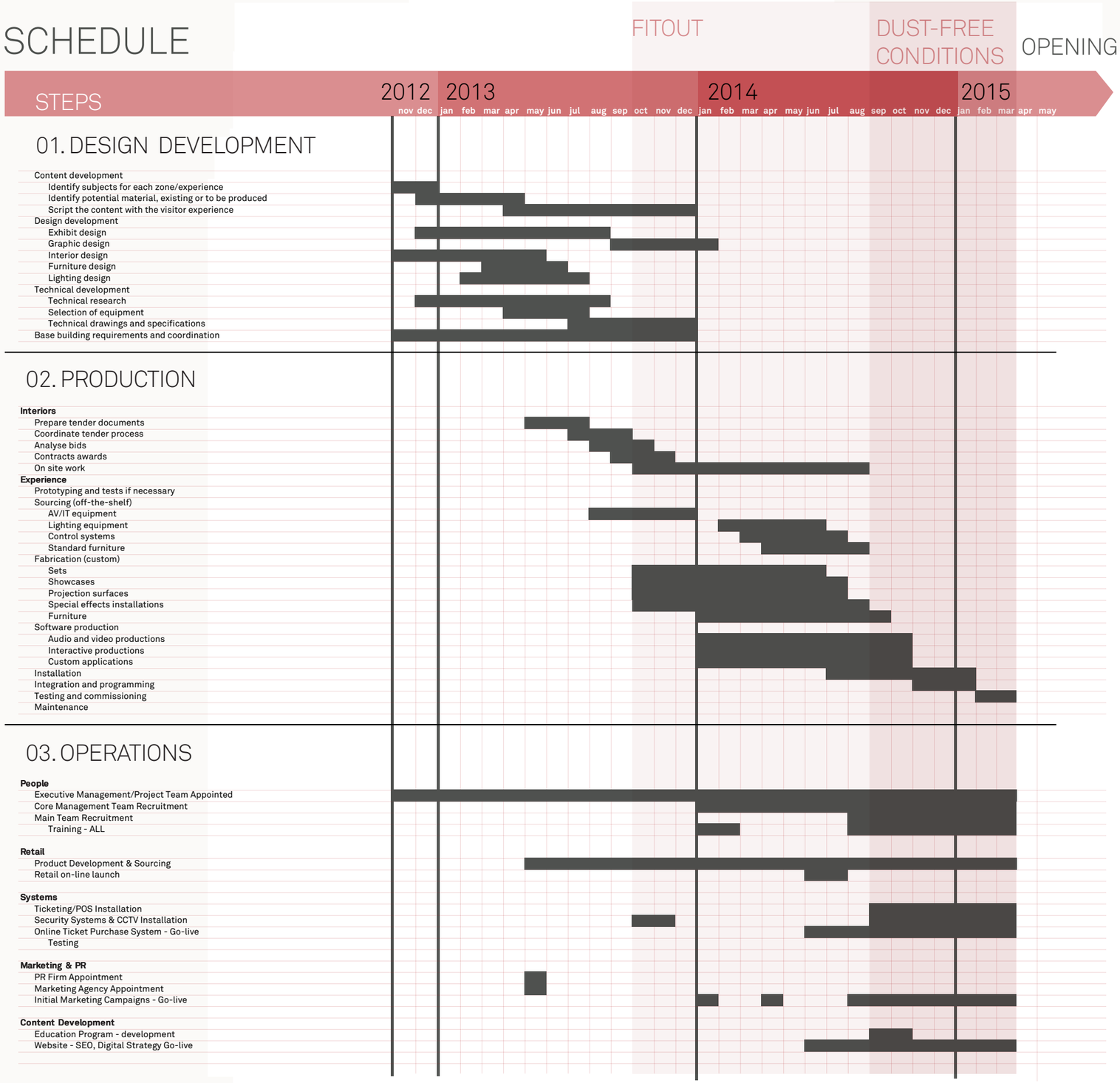
- Education Program Development
- Website SEO and Digital Strategy Go-Live

SOFTWARE

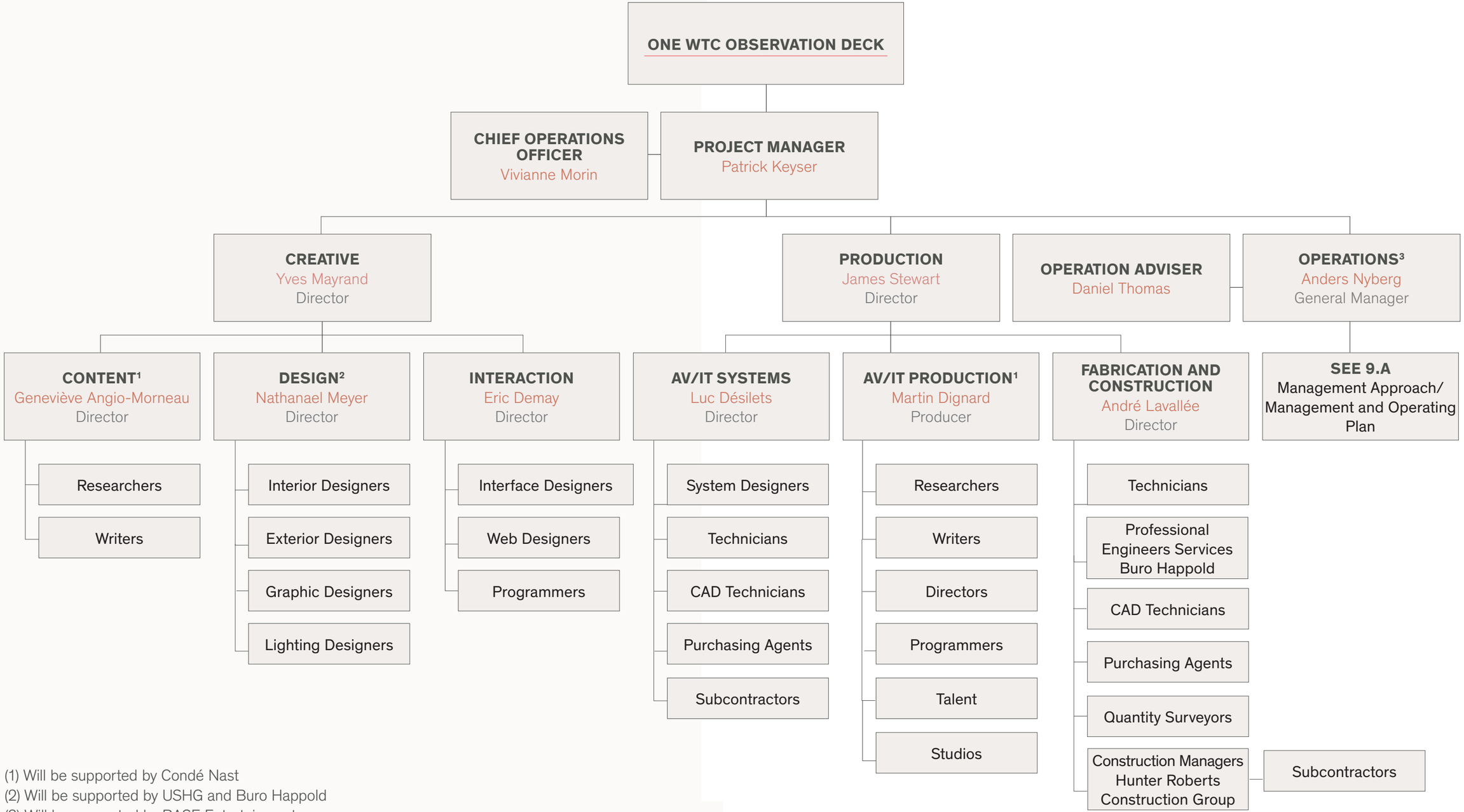
We use mainstream standard software applications for development:

- Microsoft Office Suite
- Microsoft Project
- AutoCAD
- Sketchup
- Maya 3D
- Adobe Creative Suite

We also use highly specialized software and tools for production (such as video editing, application prototyping and coding) but those will only be used internally. All files exchanged will be in common formats, predominantly pdf.



ORGANIZATIONAL CHART



(1) Will be supported by Condé Nast
(2) Will be supported by USHG and Buro Happold
(3) Will be supported by BASE Entertainment

9.
MANAGEMENT PROPOSAL

9A MANAGEMENT APPROACH/ MANAGEMENT AND OPERATING PLAN

MANAGEMENT APPROACH

UP@WTC has put together an approach to management and operations that focuses on three key areas: its organizational structure, its management of a quality visitor experience, and its marketing plan.

With a leadership team made up of managers who are all at the top of their field, with the visitor always at the center of every aspect of operations, and with a balanced and broad-ranging approach to marketing, UP@WTC is sure to deliver a world-class experience that the city can be proud of.

ORGANIZATIONAL STRUCTURE APPROACH

The UP@WTC team manages its operations with the goal of delivering the product as graciously and efficiently as possible, to ensure a productive and profitable venture. Customer satisfaction will inform the actions of every employee, from the general manager to the custodial staff, and will drive the company's success. Headed by a strong General Manager, our reporting structure is explained on the following page.

Duties of the most important functions are described below, including each section head, the direct reports to the Director of Operations, and the Sales and Marketing team. Self-explanatory functions are not described. These include

- Director of Finance and reports
- Food and Beverage General Manager and reports
- Retail Manager and reports

GENERAL MANAGER (ANDY NYBERG)

This company chief's sole duty is to manage his five direct reports. He will anticipate needs, assist in planning, and help trouble-shoot any major issues. For details on Andy Nyberg, the strong leader already selected for the position, see his bio in section 9C.

GENERAL MANAGER'S DIRECT REPORTS

DIRECTOR OF SALES AND MARKETING

The in-house manager of all UP@WTC advertising, public relations, and brand and viral marketing, this strong leader heads up a talented internal team of sales and marketing professionals and oversees all choices of external service providers, such as PR firms and advertising agencies.

DIRECTOR OF BUSINESS DEVELOPMENT

With an overall goal of improving UP@WTC's market position to maximize growth, this director maintains an extensive knowledge of market conditions in order to define long-term strategic goals, build key customer relationships, identify business opportunities, and negotiate and close business deals.

DIRECTOR OF OPERATIONS

This key person ensures the business operating philosophy and policies are carried out by all on-site staff. Coordinating with his or her six direct reports, this director is a strong, open communicator who ensures all goals and duties are met. We will seek a candidate with many years of varied experience managing high-volume public attractions.

HUMAN RESOURCES MANAGER

This manager focuses on keeping all positions filled with the right quantity and quality of staff. When additional human resources are required, all roles at UP@WTC will be advertised and will follow the guidelines of an equal opportunity, unionized labor-only employer. Once hired, all employees will be trained and supported during their on-boarding process, in line with best practice organizations. This strong communicator will foster an open-dialogue atmosphere to ensure UP@WTC's continuous improvement philosophy is respected.

SALES & MARKETING DEPARTMENT

DIRECTOR OF SALES AND MARKETING'S DIRECT REPORTS

MEDIA BUYER

The breadth of advertising for such a major attraction needs to be well coordinated to reach the right targets without overspending on redundant placements. This buyer will keep abreast of advertising trends, will liaise with external buyers to negotiate optimum placement and rates, and will monitor performance closely to maximize market penetration.

GROUP SALES COORDINATOR, TRAVEL AGENCY AND CONCIERGE COORDINATOR, AND EDUCATION AND CHARITABLE COORDINATOR

These three employees coordinate all group and discounted ticket sales. Ticketing of this type is often a key factor in reaching sales targets and can also play a major role in establishing and maintaining healthy community relations and the brand benefits they engender, through things like word of mouth and positive media coverage.

PUBLIC RELATIONS (PR) COORDINATOR

Liaising with an external PR firm, the PR coordinator is responsible for the creation and maintenance of a positive public image. This person directs the external firm on the company's position and messages, provides information for press releases and media kits, prepares spokespeople, and advises on media monitoring.

MARKETING PRINT AND ADVERTISING (P&A) COORDINATOR
Working with external graphic design and advertising agencies, this person liaises with the director of sales and marketing to help realize creative ads that convey UP@WTC's image to a broad public.

MARKETING COORDINATOR
This person helps coordinate between the directors and the marketing P&A coordinator, ensuring all aspects of operations are properly represented in marketing materials.

OPERATIONS DEPARTMENT

DIRECTOR OF OPERATION'S DIRECT REPORTS

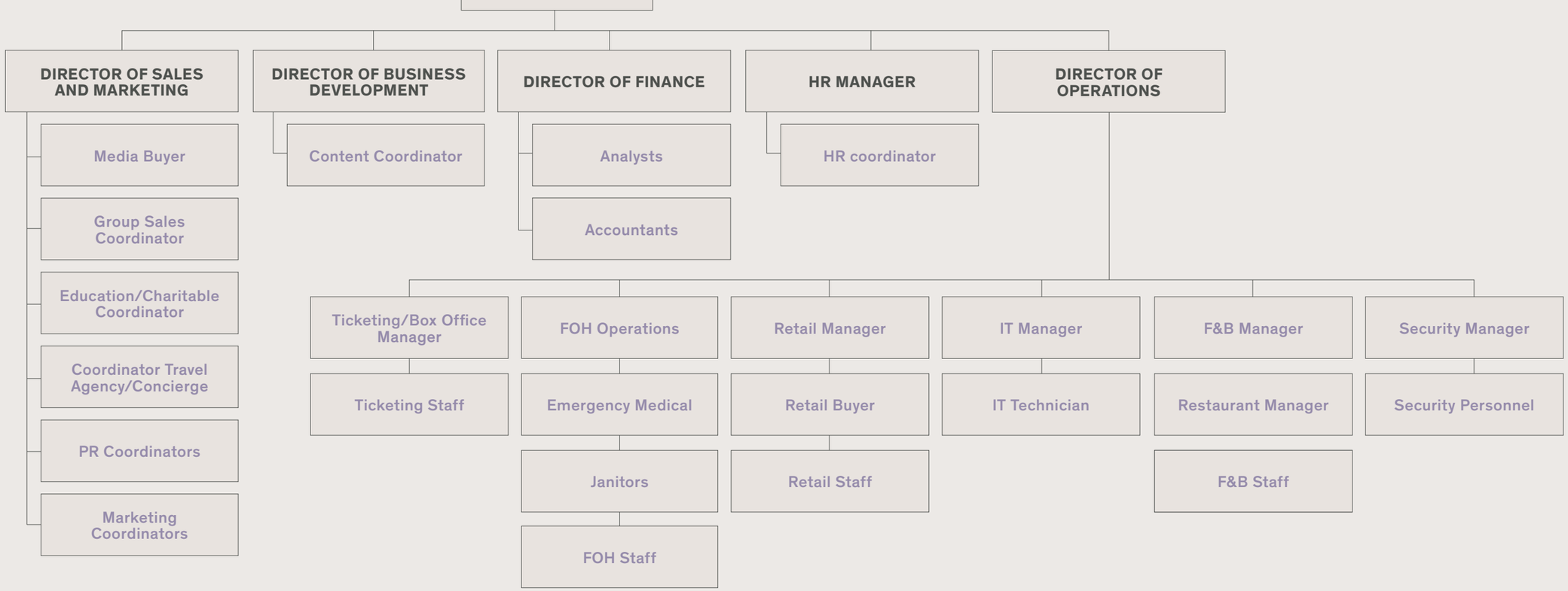
TICKETING AND BOX OFFICE MANAGER
This key manager ensures the smooth operation of UP@WTC's four ticketing platforms—online, outdoor agents, indoor self-serve kiosks, and the staffed ticketing counter—tweaking his or her operation as necessary to address any problems with traffic flow.

FRONT OF HOUSE (FOH) MANAGER
Once visitors have entered either 100 Sights or *102 Stories*, they are in the hands of this manager and his or her staff until they head to the restaurants on Level101. Greeters and guides who keep things flowing smoothly, in-house photographers, and staff running special events and educational programs all report to this person.

INFORMATION TECHNOLOGY (IT) AND AUDIO VISUAL SYSTEMS MANAGER
This manager has a strong and varied background in IT, as he or she is responsible for the proper functioning of the video wall in the ticketing area, the elevator multimedia experience, all audio guides, ticketing hardware, all notice boards directing traffic, and all web platforms.

SECURITY MANAGER
We all wish this position were less important than it is. A good communicator with a strong background in public security, this manager ensures the safety of all UP@WTC visitors and staff, keeps his or her reports trained in the latest threat containment and evacuation procedures, and is a strong liaison with the building's security department. He or she also ensures that the checkpoint and entire facility convey a sense of safety rather than tension.

ORGANIZATIONAL STRUCTURE



CUSTOMER EXPERIENCE APPROACH

BUSINESS HOURS

New York may never sleep, but our operations will have to—from time to time, anyway. UP@WTC will be open 16 hours a day, from 8 a.m. to midnight, 365 days a year. This schedule strikes a balance between maximizing visitor hours and allowing time for proper site maintenance, as well as set-up and tear down for special events.

OPERATIONS PHILOSOPHY

Putting the visitor at the center of every aspect of operations will ensure the quality of our product: the most seamless and enjoyable visitor experience in New York. Whether you're experiencing *100 Sights*, *102 Stories*, or the food and beverage services on Level 101, the finishing touches and attention to detail apparent everywhere at UP@WTC will make you feel taken care of, even pampered. Whether you're perusing our website, purchasing your tickets, clearing security, enjoying the view from the top, or posting photos of your visit on the UP@WTC website, our welcoming design and friendly staff will send your enthusiasm for the World Trade Center—and for New York—in one direction: UP.

CONTINUOUS IMPROVEMENT

Pursuing a goal of total visitor satisfaction means not only anticipating your needs and expectations, but also monitoring and responding to them. We will establish quality milestones and indicators and review them regularly, both on our own terms and with respect to our competitive advantage over competing observatories. Visitor suggestions will be encouraged, and complaints will be dealt with both online and at the venue in an open and transparent system of feedback. As UP@WTC partner Danny Meyer puts it, "The road to success is paved with mistakes well-handled. Overcoming adversity with imagination, courage, good humor and confidence is a crucial skill."

While the imperative for quality is central to our product, it is the desire to be original and innovative that sets UP@WTC apart. The hallmark of each of UP@WTC's founding companies is innovation in our respective fields. Content is regularly overhauled and updated, menus are changed, and good ideas quickly make their way from the visitor or employee suggestion box out into the visitor experience. In the end, it is UP@WTC's commitment to continuous improvement that keeps both new and returning customers coming for much more than the view.

THE TICKETING EXPERIENCE

A smooth ticketing flow sets the tone for the entire attraction. With four ways to purchase tickets, many customers will find their UP@WTC experience easy and inviting even before they're aware it has started. Paperless tickets can be bought online through our user-friendly website. Onsite, you can purchase tickets on the plaza outside from a friendly member of our staff with a wireless ticketing device. Inside, on the B2 level of One WTC, you can get tickets either at the staffed ticketing counter or at any of the many automated ticketing kiosks. Having difficulty at a kiosk? Although page flow and scheduling will be laid out very clearly, friendly attendants are nearby and ready to assist when needed. Greeters direct and entertain guests as they make their way to security and the elevators. The tone of your visit is set: you're important, and you're in good hands.

SUSTAINABILITY IN OPERATIONS

As a visitor, you will feel the park atmosphere of *100 Sights* even in the materials that constitute it: stained wood, low-VOC finishes, and more. But sustainability goes far beyond construction materials. From this project's green light through to its ongoing operations, all supply chain management decisions will pass through a sustainable lens and follow UP@WTC's philosophy of continuous improvement. Consumers want to make good choices. At UP@WTC, we're helping them do that.

THE SECURITY EXPERIENCE

Often seen as a necessary evil, security doesn't have to detract from your enjoyment as a visitor. UP@WTC plans to implement best-in-town airport-like security policies and procedures aligned with One WTC standards. Four state-of-the-art machines and more than enough agents will be in place. UP@WTC is willing, of course, to share security resources and responsibilities to whatever degree One WTC Management deems necessary in order to ensure all aspects of building security run smoothly and safely.

Behind the scenes, security drills for all contingencies identified by both One WTC and UP@WTC security staff will regularly be run, reviewed, and run again until the response is perfect. While security personnel themselves need to feel supported and secure to perform well, ongoing performance reviews and testing will be standard procedure, with underperforming staff replaced on a regular basis.

In the public sphere, the Security Manager will train his staff to instill the facilities with a sense of security without tension. Their serious yet welcoming attitude will make the procedure feel less like a hassle and more like your interests as a visitor are being protected. The overall tone allows you to emerge from security feeling carefree and ready to concentrate on your main task: enjoying your visit.

THE STAFF EXPERIENCE

The public face of UP@WTC, these important people don't simply guide and direct visitors through the facilities, ensure security rules are respected, and then punch out at shift's end. After all, after the spectacular views and the unparalleled attractions, the tone and feel of the visitor experience rests largely in the hands of front-line staff and the managers who direct them. While one-time visitors will comprise the majority of ticket buyers, anyone who comes into contact with UP@WTC staff will be treated with as much respect as a valued repeat customer.

This level of attention and service is maintained by offering desirable employee benefit and incentive programs and by attracting a cream-of-the-crop staff with the right mix of knowledge, skills, experience, and qualifications. Employee wellness programs and structured, open performance reviews ensure that communication lines are kept open between staff at all levels. Managers reward good performance and create individual development plans to improve performance further still. Innovation is encouraged, and staff suggestions for continuous improvement are made integral to operations. UP@WTC knows that happy employees translate directly into happy customers.

For front-line staff, the rigorous screening process ensures candidates are presentable, outgoing, resourceful, and multilingual, wearing pins with flags indicating the languages they speak. Consistency of service is stressed, and our dynamic but unobtrusive staff are ready to engage you and even share their own stories of this great city. You may be high above New York, but at UP@WTC, you will find you're right in the heart of it.

MARKETING APPROACH

Millions of vacationers from all over the world flock to New York every year to explore this incredible city. High on any visitor's to-do list will be getting up into the air for a view of our world-famous Manhattan skyline. For the moment, visitors have two options: the iconic but aging Empire State Building, and the centrally-located Top of the Rock. But by 2015, it will be UP@WTC at the top of the World Trade Center that will be getting all the buzz.

The UP@WTC marketing approach will make the experience synonymous with New York City, so that visitors will have heard of the destination many times over before they've even left home: while searching for hotel packages online, in guide books, on sightseeing tour websites, on travel blogs and forums, and so on.

Airport panel ads, rooftop billboards, and bus ads on the street level will ensure that newcomers to New York will have their curiosity piqued many more times on the way to their hotel. By the time they pick up a pamphlet in their hotel lobby, the unparalleled observatory views, a romantic sunset dinner, and a movie in the park after dark will make UP@WTC the obvious first stop for their New York adventure.

While the other observatories may offer great views, UP@WTC will position itself as an experience. And with the stars of 102 Stories listing their favorite New York landmarks on the app on your phone, your experience will continue out into the city even after you leave.

UP@WTC: MARKETING TO THE MAX

To bring thousands of visitors per day—millions per year—to any attraction, its marketing must cover all the bases to ensure maximum reach. The first element of UP@WTC's marketing strategy will therefore be comprehensiveness.

A balanced and broad-ranging campaign involving digital, print, and outdoor advertising, partnerships and trade association contacts, PR and promotions, and educational elements is the best way to ensure UP@WTC is what everyone is talking about, and where everyone is going.

Tourists make up the site's largest target audience. As a large proportion of travel planning is now done online (a trend that will only increase), much of the marketing budget has been earmarked for digital media tools and platforms. SEO, Google Adwords, and targeted banner ads will point to an informative, interactive website illustrating the venue's beauty and benefits, all ensuring UP@WTC claims maximum mindshare before tourists set foot in the city.

Once they have arrived, prominence outdoors and in listings will drive brand recognition. With the World Trade Center Site and 9/11 Memorial, NYSE and Federal Hall, and access to Liberty and Ellis Islands, the Financial District is already a proven tourist destination. Including UP@WTC on tour bus itineraries and in package attraction tickets such as New York Pass and working with private tour agents will all maximize visitor traffic. Closely monitored Facebook and Twitter accounts will not only keep both prospective and regular visitors up to date on upcoming events, they will also allow them to continue their experience after they've left, uploading shots of their visit into themed photo contests.

UP@WTC comprises a broad range of attractions, from the general admission *100 Sights* space to the *102 Stories* immersive experience, from a self-serve cafeteria-style restaurant to a high-end restaurant aimed at the business crowd. Given this variety, specific clientele types should and will be targeted: banner ads for The Garden, Level 101's upscale restaurant, on The Wall Street Journal's website, for example, or *100 Sights* ads in Lonely Planet New York City. In the aggregate, the variety of attractions and target audiences points back to a comprehensive campaign as most prudent and effective.

UP@WTC will not simply be a destination to check off, like the Statue of Liberty or the Empire State Building observatory. The second element of our marketing approach is highlighting what makes UP@WTC unique. In a local market with three observatories in direct competition, running an experience-oriented marketing campaign based on a differentiation strategy is a must.

Experience-oriented marketing will work for the entire range of potential visitors—both local and from out of town—to UP@WTC's various attractions. For example, nowhere else can you soak in unparalleled floor-to-ceiling views while enjoying fine foods from your choice of three eateries run by renowned New York restaurateur Danny Meyer. Clearly, this combination can be marketed to New Yorkers and tourists alike, two groups known for seeking new experiences. Visitors from near and far will be keen on UP@WTC's interactive Tellscopes, which magnify both the visitors' views and their understanding of what they're seeing. They will likewise be enticed by the rich detail included in 102 Stories, prompting some to visit again to hear different takes on the ever-changing view.

Of course, the variety of available experiences is alluring in and of itself and must be highlighted. Promoting UP@WTC as several different attractions all under one very tall roof will not only give the site a clear edge over its observatory competitors but will also encourage repeat visits.

For New Yorkers looking to unwind or impress, regular weekly events such as Movies after Dark and Friday Night Jazz will make the annual pass an attractive option. The revolving and locally designed inventory in the boutique will attract tourists and locals alike to that most quintessential New York activity: shopping.

UP@WTC's variety of experiences also opens up a host of cross-promotional opportunities. New York's wealth of museums and cultural destinations could promote 102 Stories, while the landmarks and eateries named by the storytellers of 102 Stories can boast the distinction with UP@WTC signage—A 102 Stories landmark. Find the others at UP@WTC—effectively dotting the city with branding, free of charge. At the city's highly trafficked parks, promotions to visit New York's latest sustainably built attraction and the city's highest park are a natural. A special curriculum and series of outreach programs for school groups will introduce kids to the wonders of UP@WTC at a young age. These are just a few of the many marketing tie-ins made possible by the rich and varied content offered by UP@WTC.

By undertaking a comprehensive marketing campaign that differentiates the site from its observatory competition and highlights its variety of unique experiences, UP@WTC will quickly position itself as a must-see for visitors and a hot spot for locals. Simply put, it won't take long before everyone knows that UP@WTC offers many unique ways to experience this one unique city.

MARKETING BUDGET

PARTNERSHIPS:	$	%
NYC & Company (partnerships/sponsorships)	$192,000	2.26%
B 2 B (sponsorships) Hotel In-Room etc	$240,000	2.82%
Private/Public & Attractions (sponsorships)	$180,000	2.12%
Sub-Total	$612,000	7.20%

TRADE	$	%
Domestic:		
SYTA annual tradeshow	$5,000	0.06%
ABA Marketplace	$5,000	0.06%
Great Lakes Sales Mission	$5,000	0.06%
NTA Annual Tradeshow	$5,000	0.06%
NAJ Westcoast Summit	$5,000	0.06%
Pow Wow	$40,000	0.47%
NAJ Eastcoast Summit	$5,000	0.06%
Conference on Tourism	$5,000	0.06%
ESTO	$5,000	0.06%
Travel Expenses (air, taxi, hotel)	$35,000	0.41%
Sales Calls - various	$24,000	0.28%
NCA	$5,000	0.06%
Domestic Trade Show Sponsorships	$120,000	1.41%
International:		
WTM - London	$50,000	0.59%
Sales Mission - Asia	$20,000	0.24%
ITB - Berlin	$30,000	0.35%
Sales Mission - Australasia	$20,000	0.24%
Travel Expenses (air, taxi, hotel)	$60,000	0.71%
International Trade Show Sponsorships	$180,000	2.12%
Sub-Total	$624,000	7.34%

ADVERTISING	$	%
Print-Consumer		
Maps - various	$60,000	0.71%
Visitor Publications - various (TBD) NYC Official VG	$480,000	5.65%
Ticket Stock/Coupons	$72,000	0.85%
Official Visitor Guides	$120,000	1.41%
Entertainment Book	$20,000	0.24%
Print-Trade		
Biz Bash	$50,000	0.59%
Travel & Teach (SYTA)	$20,000	0.24%
Courier (NTA)	$5,000	0.06%
Destinations (ABA)	$5,000	0.06%
Group Tour Magazine	$12,000	0.14%
Leisure Group Travel	$10,000	0.12%
Packaged Travel Insider	$12,000	0.14%
TPG (Travel Professionals Guide)	$12,000	0.14%
MPG (Meeting Planners Guide)	$10,000	0.12%
CCTB Student piece	$5,000	0.06%
Operator co-op	$15,000	0.18%
Concierge	$15,000	0.18%
Radio		
Radio Disney	$50,000	0.59%
STATIONS - TBD	$50,000	0.59%
STATIONS - TBD	$50,000	0.59%
TV/Cable		
Production	$60,000	0.71%
Commercials - various	$240,000	2.82%
Sub-Total	$1,373,000	16.15%

OUTDOOR	$	%
Billboards - digital & static	$540,000	6.35%
Taxi Wraps/Bike Boards	$250,000	2.94%
Bus Stops & Shelters	$250,000	2.94%
Outdoor Campaign - BEST VIEW	$250,000	2.94%
Sub-Total	$1,290,000	15.18%

DIGITAL	$	%
SEO Organic Searches	$500,000	5.88%
Google Adwords	$750,000	8.82%
Social Media - strategy, non promotion	$250,000	2.94%
Online Media, Banner Ads etc	$750,000	8.82%
Sub-Total	$2,250,000	26.47%

FEES, PRINTING & ENTERTAINMENT	$	%
Professional Fees		
PR Agency Retainer	$240,000	2.82%
Graphic Design-Advertising Agency Retainer	$240,000	2.82%
Photography - all	$30,000	0.35%
Distribution - Hotels, Visitor Centers etc	$30,000	0.35%
Memberships - all	$24,000	0.28%
Research & Surveys - F&B, Markets & OBS	$12,000	0.14%
Mystery Shopper Program - F&B, Markets & OBS	$24,000	0.28%
Printing		
Brochures	$144,000	1.69%
Maps	$48,000	0.56%
Flyers	$60,000	0.71%
Entertainment		
Entertainment - Meals (all departments)	$240,000	2.82%
Entertainment - Complimentaries (all departments)	$65,000	0.76%
Sub-Total	$1,157,000	13.61%

EDUCATION	$	%
Education Program	$50,000	0.59%
Development	$30,000	0.35%
Production, Sponsorships etc	$42,000	0.49%
Sub-Total	$122,000	1.44%

CHARITABLE CONTRIBUTIONS	$	%
Celebrity Appearances	$45,000	0.53%
Royalties	$60,000	0.71%
Donations	$42,000	0.49%
Sub-Total	$147,000	1.73%

PROMOTION & DECORATION	$	%
Campaign - TBD	$250,000	2.94%
Campaign - TBD	$250,000	2.94%
Campaign - TBD	$250,000	2.94%
Holiday Decorations - all departments	$175,000	2.06%
Sub-Total	$925,000	10.88%

GRAND TOTAL	$8,500,000	100.00%

9B SPECIFIC QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER

gsmprjct° is established as a pioneer and major player in the field of exhibit design and production. Responsible for planning, designing, producing and launching the observation deck for the tallest building in the world, it is also the firm that was involved in the planning and designing of the viewing galleries for the tallest building in western Europe. gsmprjct° proposes a stellar team composed of three other major players: BASE Entertainment, Union Square Hospitality Group and Condé Nast.

gsmprjct°

gsmpjrct° has designed and developed visitor experiences that attract throughputs of over 1,000,000 visitors per year and one that averaged 30,000 visitors per day (Canada pavilion in the Shanghai World Expo 2010). gsmprjct° has the skills and knowledge to manage the logistics and to design an experience that will engage a high volume of visitors. In addition, it has 53 years of expertise in design and visitor experience production on large-scale international visitor attractions such as the National Museum of Singapore and the international touring Lucasfilm exhibitions on Indiana Jones and Star Wars.

UNION SQUARE HOSPITALITY GROUP

Founded by Danny Meyer, USHG includes some of New York City's most beloved restaurants, like Union Square Cafe, Gramercy Tavern, Blue Smoke & Jazz Standard, Shake Shack, and Cafe 2 and Terrace 5 (at MOMA). Three of the five "Most Popular" restaurants in the 2011 New York Zagat Survey are part of USHG. Union Square Cafe has held the #1 spot an unprecedented nine times. USHG will take care of all F&B aspects of the project.

CONDÉ NAST

Home to some of the world's most celebrated media brands, including *The New Yorker, Vanity Fair, Vogue, WIRED*, and *GQ,* Condé Nast publishes 18 consumer magazines, 27 websites, and more than 50 apps for mobile and tablet devices, all of which define excellence in their categories. Condé Nast has won more National Magazine Awards over the past ten years than all of its competitors combined. Condé Nast will be the main content provider.

BASE ENTERTAINMENT

With offices in New York, Las Vegas, and Houston, BASE specializes in the development, production, and management of live entertainment. Co-founders Brian Becker and Scott Zeiger have 45 years' combined experience in the live entertainment industry. Current and past projects have included box-office smash-hits Phantom of the Opera, Jersey Boys, Wicked, and The Lion King. BASE will cover all operations, marketing and retail alongside two long-time collaborators of gsmprjct°; industry veteran, Andy Nyberg, former General Manager of Skydeck at the Sears Tower (now Willis Tower) and currently C.E.O. of Shard Viewing Galleries Management (London), and Daniel Thomas, a young yet seasoned operator responsible for the successful re-launch of two observation decks, the Sky Tower in Auckland, New Zealand and the John Hancock Observatory in Chicago.

Andy Nyberg and Daniel Thomas bring over 30 years of combined experience in observation deck operations, visitor services and ticket sales, and Yves Mayrand, over 25 years in design and creative direction. Our portfolio of expertise is relevant and recent whilst maintaining a solid track record for safety and delivering quality experiences. Moreover, having worked closely together on the Burj Khalifa and the Shard strengthens the team's working synergy and demonstrates our full understanding and appreciation of the caliber and levels of security that will be required for the Observation Deck of One World Trade Center.

PAST PROJECTS AND OPERATIONS INCLUDE:

THE SHARD LONDON BRIDGE

VIEWING GALLERIES, LONDON,
TALLEST BUILDING IN EUROPE (OPENS 2012)
Charles Mavor, C.O.O., London Bridge Quarter Sellar Property Group
Charles.Mavor@sellarproperty.com
+44 (0) 20 310 23789

BURJ KHALIFA

AT THE TOP VIEWING GALLERY, DUBAI,
TALLEST BUILDING IN THE WORLD
Thomas M Dempsey, formely General Manager, Burj Khalifa
thomasmdempsey@sbcglobal.net
+1 312 550 8935

WILLIS TOWER (FORMELY SEARS TOWER)

Sky Deck, Chicago, tallest building in the USA
Thomas M Dempsey, formely General Manager, Willis Tower
thomasmdempsey@sbcglobal.net
+1 312 550 8935

THE JOHN HANCOCK CENTER

John Hancock Observatory, Chicago, 6th tallest building in the USA
Mary Ellen Smith, Marketing Director, Golub & Company LLC
mesmith@goco.com
+1 312 440 8706

SKY TOWER

Sky Tower Visitor Experience, Auckland, New Zealand, tallest freestanding structure in the Southern hemisphere
David Christian, General Manager, SKYCITY Adelaide
david.christian@skycity.com.au
+61 412 455 921

9C SPECIFIC QUALIFICATIONS AND EXPERIENCE OF PROPOSER'S STAFF

YVES MAYRAND
CREATIVE DIRECTOR

President of gsmprjct°, Yves is an exceptional visual communicator specializing in two and three-dimensional design. With experience spanning over 30 years, Yves has amassed a comprehensive knowledge of audio-visual technology. He continually pushes the boundaries of conventional museum technology, transforming the visitor's experience with new interactive technology. His management, leadership and collaborative skills have time and again proved invaluable during work around the world. Yves was responsible for the successful completion of major turn-key exhibition projects, such as the Oceania Virtual Reality Pavilion at Expo '98 in Lisbon, the multimedia show for Pointe-à-Callière, the National Museum of Singapore', the visitor's centre for the Burj Khalifa and Western Europe's tallest skyscraper, The Shard. Recently, he oversaw the international touring Lucasfilm exhibitions *Indiana Jones* and *Star Wars*.

ANDY NYBERG
GENERAL MANAGER

Currently Chief Executive Officer of the Shard Viewing Galleries in London, U.K., Andy Nyberg holds over 30 years of management experience in sales, marketing and customer service functions across a number of industries including Services, Entertainment, Hospitality and Tourism. As with his position as Director of the Burj Khalifa Observation Deck (At The Top) in Dubai from 2009-2012, Andy is responsible for all aspects of operations, business plan generation, finance, development, vendor selection and the implementation of ticketing systems and procedures, in addition to the planning and execution of marketing, PR and advertising campaigns. Director of Operations of the Sears Tower Skydeck from 2005-2008, he increased revenue by more than 20% in less than 2 years and decreased average wait times by 33%. His experience in managing staff of over 400 people, as well as in external vendor relationships, ticketing logisitics and strategy make him a great advantage to the team who worked with him on both the Burj Khalifa and the Shard.

DANIEL THOMAS
OPERATIONS CONSULTANT

Daniel Thomas has over 14 years of management and extensive operational experience within tall towers, tourism and aviation - spanning human resources, organizational change, training and development, sales and operations. Prior to consultancy, Daniel managed the John Hancock Observatory in Chicago and the Auckland SKYTOWER. Under his leadership, he rejuvenated the John Hancock brand, significantly increasing attendance and financial performance and received numerous tourism awards His thorough understanding of the customer service industry and expertise gained from managing human resources, business strategy and operations of two observatories, places Daniel at the forefront to advise upon the successful and efficient development of operations. Daniel is the Executive Director of the World Federation of Great Towers.

VIVIANNE MORIN
CHIEF OPERATIONS OFFICER

Chief Operations Officer for gsmprjct°, Vivianne Morin, chartered accountant, has over 20 years' experience in operations, finance and business administration. With a solid track-record in strategic development, Vivianne's business acumen proved essential in meeting financial objectives, market development and tour management with Cavalia, Cité-Amérique Inc and Le Groupe Coscient. As vice-president of Business Affairs at Le Groupe Coscient Inc, Vivianne developed and adapted the organisational structure to respond to an increase in revenue growth of $80 million over four years. As Chief financial officer and executive producer at Cite-Amerique, she developed a wide network in the International entertainement industry. More recently, in her role as Vice President, Operations and Finance with Cavalia Inc, Vivianne streamlined the company's finances and realigned operations and company growth. She oversaw the company's production, developement and management, and was responsible for implementing budget control, policies and procedures.

PATRICK HODE-KEYSER
PROJECT MANAGER (ARCHITECT)

Since the beginning of his career, Patrick Keyser has worked on major projects, both locally and internationally. His scope of work has involved everything from conceptual designs to the execution of plans and technical drawings as well as supervision and coordination. Patrick has worked closely with gsmprjct° on several large-scale projects such as *Oceans and Utopias*, a multimedia show at the Lisbon World Fair; the *Cité-Cinés* exhibit in Tokyo and the Asian Civilisations Museum of Singapore for which he was Project Manager and supervised the design of ten permanent exhibition galleries. With Provencher Roy, Patrick lead a team of architects in the conceptual design for the International Civil Aviation Organization's (ICAO) headquarters. Alongside Renzo Piano, Patrick was responsible for the interior design of the Nouméa Project in New Caledonia (1994). He has been a member of the Québec Order of Architects since1986.

JAMES STEWART
PRODUCTION DIRECTOR

A skillful production coordinator and project manager with over 12 years production experience, James was technical director for the Centaur theatre, the Just for Laughs Festival, and the Saidye Bronfman Center for the Arts, in addition to his work on 1984, an opera directed by Robert Lepage, and Cavalia, a large-scale equestrian production. His most recent projects include overseeing all technical aspects pertaining to the complete overhaul of the National Museum of Singapore's permanent exhibitions and the Canadian Pavilion for Expo 2010 in Shanghai. He is currently project manager on the touring Lucasfilm exhibitions, *Indiana Jones* and *Star Wars.*

GENEVIÈVE ANGIO-MORNEAU
CONTENT DEVELOPER

Geneviève is a specialist in museology and is responsible for content development at gsmprjct°. She has worked with the City of Montréal, the UQAM Design Centre and the Georges Pompidou National Centre of Arts and Culture in Paris. Geneviève adeptly managed content for the Singapore National Library's permanent exhibition: *From Books to Bytes* as well as for *Brian McFarlane presents Clarington's Total Hockey*, a museum in Clarington, Canada. Her most recent work includes content development for *At The Top*, the Burj Khalifa's visitor's centre in Dubai, as well as for *Espace Montréal*, the Montréal Pavilion for Expo 2010 in Shanghai. For *Indiana Jones* and *Star Wars*, Geneviève was responsible for content development and artefact selection.

NATHANAËL MEYER
DESIGNER

Nathanaël Meyer is an accomplished designer with solid skills in project management. Formally trained as an industrial designer, he has over ten years of experience in media and game branding as well as industrial, interior and exhibition design. In addition to the artistic direction for the Burj Khalifa visitor's centre in Dubai and the design of the Tellscope, an interactive cityscape viewing device, a key feature of the Burj Khalifa's observation deck, Nathanaël

designed the Companion, a hand-held interactive audio-visual guide used in *Indiana Jones and the Adventure of Archaeology*, and managed the concept and design of the National Museum of Singapore's permanent exhibitions. At ease with projects of all scales and nature, his most recent work is as project manager of the *Ajax Experience*, an interactive exhibition in Amsterdam celebrating the successful football club, in collaboration with Sid Lee Architecture.

ERIC DEMAY
USER INTERACTION DESIGNER

Éric Demay is an innovative interaction designer at the forefront of new media and technology. Eric enhaces the interactive components of gsmprjct°'s exhibitions with creativity and innovation, reshaping the visitor's experience. He also brings to gsmprjct° his background in environmental design and film studies, together with his work at Renard as principal associate and designer. His most recent work includes the design for *At The Top*, the visitor centre at the Burj Khalifa, as well as the interactive design for the touring exhibitions *Indiana Jones* and *Star Wars*, and *The Ajax Experience*, an interactive exhibition in Amsterdam celebrating the successful football club.

LUC DÉSILETS
AV/IT SYSTEMS DIRECTOR

Luc Désilets is the AV/IT Technical Director at gsmprjct°. Combining his background in applied science and theatre production and management, Luc accumulated 10 years of experience in sound, light and stage management, working with Robert Lepage and his theatre company Ex Machina in Quebec and on international tours. He has also worked for Cirque du Soleil Mirage (2006) as Video Project Manager. Now director of audiovisual technology, he has collaborated on many of our recent major projects, most notably the visitor's centre for Burj Khalifa, the exhibition *Passagers/ Passengers* held on the 400th anniversary of the city of Quebec, the Canadian Pavilion at Expo 2010 in Shanghai, China, and the touring Lucasfilm exhibitions *Indiana Jones* and *Star Wars.*

MARTIN DIGNARD
PRODUCER

Martin's talent and vision have enabled him to scale the ranks of the film industry, from line producer at the Groupe Rozon to executive producer at TVA International and film producer and co-director of the IMAX film Great North. His clients have included TVA Films, EGM Films and the Cirque du Soleil. Martin produced the 7-minute film featured at Espace Montreal, a multimedia projection at Expo 2010 in Shanghai. Martin also produced Poetic Social Mission for Guy Laliberté, a unique project that culminated with the simultaneous web broadcast of 14 different artistic performances from around the globe. In Spring 2010, Martin was line producer of the World Premiere of Project Natal Experience Imagined by Cirque du Soleil, the Xbox Kinect system product launch at E3 2010 in Los Angeles, CA. He also produced the video content the touring Lucasfilm exhibition, *Indiana Jones*. Most recently, he produced all media content for the Cosmodome located just outside of Montreal.

ANDRÉ LAVALLÉE
TECHNICAL DIRECTOR

André Lavallée is an established technical director with over 20 years of experience in scenography production. With formal training in fine arts and a specialisation in sculpture, André worked for several local workshops and film production companies, as well as establishing his own company before joining gsmprjct° in 2002. Combining creativity with a sense of technical design, André brings depth to our technical team and is instrumental in elaborating the technical designs behind projects at gsmprjct°. André played a vital role in the installation and scenography for the following projects: the City Museum of Washington, the National Museum of Singapore's permanent exhibitions, the Burj Khalifa Visitor's Centre in Dubai and the Canadian Pavilion at Expo 2010 in Shanghai, China. André's most recent work has been on the international touring exhibition, Indiana Jones and the Adventure of Archaeology and the Star Wars exhibition, that premiered in Montreal, April 2012.

BRIAN E. BECKER
CO-CHIEF EXECUTIVE OFFICER

Brian E. Becker is an entertainment industry veteran with more than 20 years of experience building and managing worldwide live entertainment businesses. Brian served as Chairman and CEO of Clear Channel Entertainment, the world's leading producer and promoter of live entertainment events, as well as the world's largest owner and operator of event venues, managing acquisitions and operations in the music, theater, motor sports, exhibitions, properties and sports agency businesses. During his tenure, Brian was named one of the 100 Most Powerful People in Entertainment by "Entertainment Weekly" Magazine for four consecutive years. Prior to SFX Entertainment's sale to Clear Channel Communications in 2000, he served as Executive Vice President and Director of SFX Entertainment, and was involved in the development and implementation of corporate strategies and operations, including the acquisition and integration of more than 40 of the world's most successful live entertainment companies.

SCOTT ZEIGER
CO-CHIEF EXECUTIVE OFFICER

Scott Zeiger has been producing and presenting live entertainment events and has been an industry leader for over 20 years. In 2005, Scott founded and served as Chairman and CEO of Clear Channel Entertainment's newly formed Productions Group. As head of CCEPG, he developed new intellectual properties and extended the Company's content portfolio. Prior to its acquisition by Clear Channel Entertainment, Scott served as President of SFX Theatrical Group from 1998 to 2000. During his tenure, the company became one of the largest theatrical companies in the world. As founding executive of PACE Theatrical Group until the company's acquisition by SFX Entertainment, Scott served in several capacities, from Vice President of Marketing to President, and was involved in the formation of North America's first and largest nationwide circuit of Broadway theatrical subscription programs, through the renovation and operation of legitimate theaters (including The Hilton Theater on Broadway in New York, now Foxwoods Theater); the acquisition and development of new subscription markets; the formation of partnerships with leading performing arts institutions and the supervision of the company's extensive producing and investment efforts.

RONALD PARKER
MANAGING DIRECTOR

As Managing Director of Union Square Events, Ron Parker is responsible for ensuring the highest level of excellence and hospitality at all Union Square Events, establishing new business opportunities and continually growing its impressive roster of clients and venues. Prior to Union Square Events, Ron held key leadership positions at Union Square Hospitality Group (USHG) for over four years; from operations manager of all USHG's acclaimed restaurants to building and opening coordinator of the company's four food service operations at the Museum of Modern Art (including The Modern, Cafe 2, Terrace 5 and Staff Cafe). Ron is also the Director of the Big Apple Barbecue Block Party, one of the nation's premiere barbecue and music events held annually in NYC with over 120,000 attendees.

9D PROFILE OF PROPOSING TEAM

Attachment D
Company Profile (Please refer to ANNEX VI)

Attachment E
Company Profile – Contact Information (Please refer to ANNEX VII)

10. LEGAL PROCEEDINGS

10 LEGAL PROCEEDINGS

gsmprjct°

NONE

BASE ENTERTAINMENT

NONE

UNION SQUARE HOSPITALITY GROUP

NONE

CONDÉ NAST

Please refer to addendum to ANNEX VI for more information.

ANNEX I
ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

gsmprjct°creation inc.

(Company)

(Signature)

President

(Title)

April 5, 2012

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE.

ANNEX II
ATTACHMENT B

II

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

[GSMPRJCT CREATION INC.]

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this [6th day of [february, [2012]. by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and [GSMPRJCT CREATION INC.] having an office and place of business at [777 de la commune West, Montréal, Québec H3C 1Y1, CANADA] ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with [Observation Deck Development and Managment] (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms**. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) "**Authorized Disclosure**" means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) "**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) "**Port Authority Handbook**" means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) "**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information**. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief**. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority:	Philippe Visser, Director WTC Redevelopmen The Port Authority of New York and New Jersey [115 Broadway-19th Floor [New York, NY, 10006
with a copy to:	The Port Authority of New York and New Jersey 225 Park Avenue South - 14th Floor New York, NY 10003 Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO
If to the Recipient:	_____ _____ _____
with a copy to:	_____ _____ _____

10. **Entire Agreement**. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound**. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

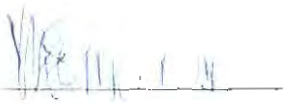
13. **Authority**. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License**. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability**. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient 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.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: [Yves Mayrand]

Title: [President]

Date: [6th february 2012]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Alexandre Taillefer ("**Related Party**"), am employed as a(n) associate by XPND Fund Management LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Alexandre Taillefer

Date: 14th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Anders Nyberg ("**Related Party**"), am employed as a(n) Advisor by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Anders Nyberg

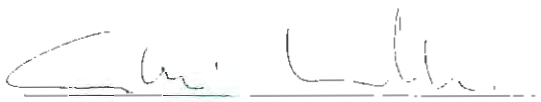
Date: 1st May 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [André Lavallée ("**Related Party**"), am employed as a(n) [technical director by [GSMPRJCT CREATION INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [07, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: [André Lavallée

Date: [7th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Benoit Giguère ("**Related Party**"), am employed as a(n) [industrial designer by [GSMPRJCT CREATION INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [07, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: [Benoit Giguere

Date: [

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Daniel Thomas ("**Related Party**"), am employed as a(n) [operation management consultant] by [GSMPRJCT CREATION INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [06, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Daniel Thomas

Date: [2/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dominic Becotte ("**Related Party**"), am employed as a(n) Partner by XPND Fund Management. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: [Dominic Becotte

Date: [9th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Eric Demay ("**Related Party**"), am employed as a(n) [designer by [GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [06, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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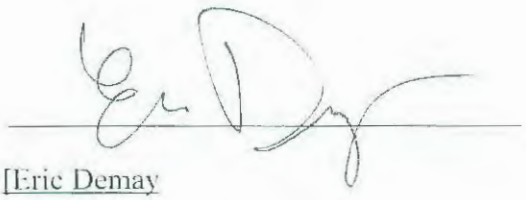
Signed: 

Print Name: [Eric Demay

Date: [6th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Genevieve Angio-Morneau ("**Related Party**"), am employed as a(n) designer by [GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [6, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: G Angio Morneau

Print Name: [Geneviève Angio-Morneau

Date: [6th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, James Stewart ("**Related Party**"), am employed as a(n) Project Manager by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: James Stewart

Date: 1st May 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jane Gibb ("**Related Party**"), am employed as a(n) content coordinator by gsmprjct création inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between gsmprjct création inc. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Jane Gibb

Date: April 25 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jeremy Taylor ("**Related Party**"), am employed as a(n) Writer by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION IND. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Jeremy Taylor

Date: 1st May 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jessica Cantor ("**Related Party**"), am employed as a(n) coordinator by gsmprjct création inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between gsmprjct création inc. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Jessica Cantor

Date: April 25 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Josie-Anne Gosselin ("**Related Party**"), am employed as a(n) [Coordinator by [GSMPRJCT CREATION INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [07, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: [Josie-Anne Gosselin

Date: [7th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Joe Angio ("**Related Party**"), am employed as a(n) [consultant] by [GSMPRJCT CREATION INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [06, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Joe Angio

Date: [22/2/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Louis-Pierre Chouinard ("**Related Party**"), am employed as a(n) [graphic designer by [GSMPRJCT CREATION INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [07, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: [Louis-Pierre Chouinard

Date: [7th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Luc Désilets ("**Related Party**"), am employed as a(n) [by [GSMPRJCT CREATION INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [07, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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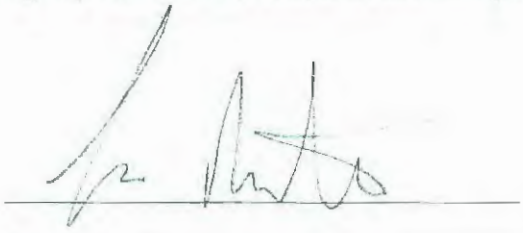
Signed: 

Print Name: [Luc Désilets

Date: [7th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Martin Dignard ("**Related Party**"), am employed as a(n) Producer by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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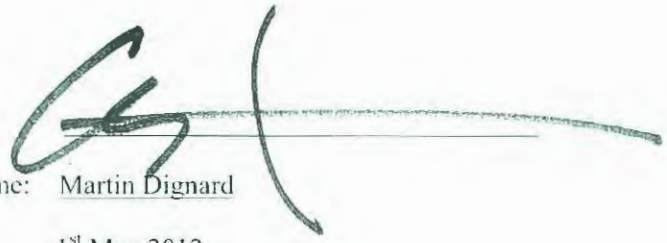
Signed: 

Print Name: Martin Dignard

Date: 1st May 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Nathanael Meyer ("**Related Party**"), am employed as a(n) [designer by [GSMPRJCT CREATION INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [06, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: [Nathanael Meyer

Date: [6th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Patrick Hode-Keyser ("**Related Party**"), am employed as a(n) Project Manager by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Patrick Hode-Keyser

Date: 2nd May 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Toney Edwards ("**Related Party**"), am employed as a(n) [consultant] by [GSMPRJCT CREATION INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [06, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Toney Edwards

Date: 3/15/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Vincent Brie ("**Related Party**"), am employed as a(n) [] by [GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [02 [06, [2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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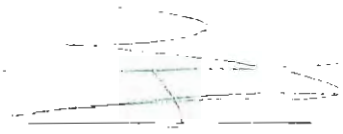
Signed: 

Print Name: [Vincent Brie

Date: [6th February 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Vivianne Morin ("**Related Party**"), am employed as a(n) Chief Operations Officer by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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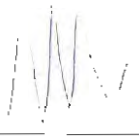
Signed: 

Print Name: Vivianne Morin

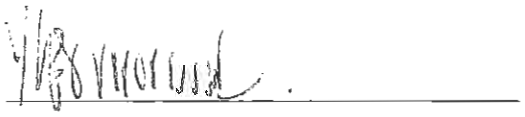
Date: 1st May 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Yves Mayrand ("**Related Party**"), am employed as a(n) President by GSMPRJCT CREATION INC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between GSMPRJCT CREATION INC. (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 02 06, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

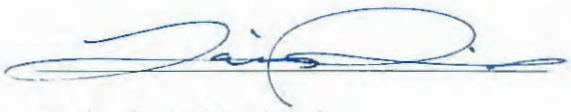
Print Name: Yves Mayrand

Date: 1st May 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Louis-Pierre Chouinard, is the Art Director of Deux Huit Huit, a Greater Montreal Branding and Design Firm ("**Related Party**"), located at 5505 rue d'Iberville #338, Montreal, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Graphic Design and Motion Design in connection with One WTC Observation Deck Devleopment and Management RFP for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 06, 2012, between gsmprjct création Inc (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 

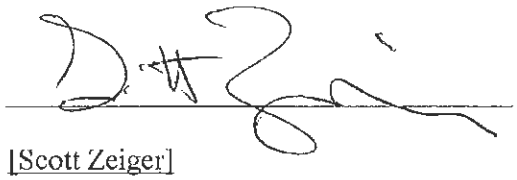
Print Name: Louis-Pierre Chouinard

Date: March 27, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [Scott Zeiger], is the [Co-CEO] of BASE Entertainment, a [an intellectual property based operating company] ("**Related Party**"), located at 156 West 56th Street, Suite 1102, New York, NY 10019, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Observation Deck Operations in connection with One WTC Observation Deck Development and Management for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 06, 2012, between gsmprjct création inc (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 

Print Name: [Scott Zeiger]

Date: [April 23, 2012]

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Denzil Gallagher, is the Principal and New York Office Director of Buro Happold Consulting Engineers PC, a n Engineering and Sustainability Consulting Firm ("**Related Party**"), located at 100 Broadway (23rd Floor), New York, NY 10005, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Engineering and Sustainability Consulting in connection with One World Trade Centre Request For Proposal for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated [6th] [February, [2012], between [GSMPRJCT CREATION INC] (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Denzil Gallagher

Date: 4.18.2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Pierre Boivin, is the President and C.E.O. of Claridge Inc., a Canadian Corporation ("**Related Party**"), located at 1170 Peel, Suite 800, Montreal, Quebec H3B 4P2 Canada, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Private Equity Inverstor in connection with One WTC Observation Deck RFP for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated 02 06, 2012, between GSMPRJCT CREATION INC. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Pierre Boivin, O.C.

Date: 3rd May 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, John W. Bellando, is the Chief Operating Officer of Condé Nast, a division of Advance Magazine Publishers Inc., a New York corporation ("**Related Party**"), located at Four Times Square, New York, NY 10036, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of providing contet in connection with development and operation of the Observation Deck for One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 6, 2012, between gsmprct creations inc. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: John W. Bellando

Date: May 4, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [Yves Mayrand, is the President of GSMPRJCT CREATION INC., a Corporation Under Canadian Act ("**Related Party**"), located at 777 de la Commune West, suite 200, Montreal, Quebec H3C 1Y1, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Design, Build and Operate in connection with One WTC Observation Deck Development and Management for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated 02 06, 2012, between GSMPRJCT CREATION INC. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

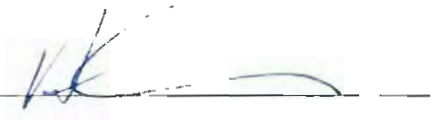
Print Name: Yves Mayrand

Date: 6th February 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, André Provencher, is the President General Manager of Fonds Capital Culture Québec s.e.c., a Limited Liability Company ("**Related Party**"), located at 215 Saint-Jacques, suite 800, Montreal, Quebec, H2Y 1M6 Canada, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Private Equity Funds in connection with One WTC Observation Deck RFP for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated 02 06, 2012, between GSMPRJCT CREATION INC. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 

Print Name: André Provencher

Date: 1st May 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [John Alicandri], is the [Chief Operating Officer] of [Hunter Roberts Construction Group, LLC], a [Limited Liability Company] ("**Related Party**"), located at [2 World Financial Center, New York, NY 10281], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [Development and Management] in connection with [Observation Deck] for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated [April] [26th], [2012], between [Hunter Roberts Construction Group, LLC] (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: [John Alicandri]

Date: [April 26, 2012]

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, François Lacoursière, is the Senior Partner of Sid Lee Inc, a commercial creativity agency ("**Related Party**"), located at 75, Queen Street, Montreal, H3C 2N6, Canada, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of branding and graphic design in connection with One WTC Observation Deck Development and Management RFP for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 06, 2012, between gsmprjct création inc. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: François Lacoursière

Date: March 23, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Jeff Flug, is the President of Hudson Yards Catering LLC (doing business as Union Square Events), a New York limited liability company ("**Related Party**"), located at 640 West 28th Street, 8th Floor, New York, NY 10001, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Food and Beverage Operations in connection with One WTC Observation Deck Development and Management RFP for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 06, 2012, between gsmprjct création inc (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Jeff Flug, President

Date: April 20, 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Alexandre Taillefer, is the associate of XPND Fund Management LLC, a Limited Liability Corporation under Canadian Act ("**Related Party**"), located at 777 de la commnue West, Montreal , bureau 130, Quebec, H3C 1V1, CANADA, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of investors in connection with the Observation Deck development and management One world trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated 02 06, 2012, between GSMPRJCT CREATION INC. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Alexandre Taillefer

Date: 14th February 2012

ANNEX III
ATTACHMENT C

CERTIFICATION OF INFORMATION

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: April 5, 2012

Signed:

Name: Yves Mayrand

Title: President

Name of Firm: gsmprjct° creation inc.

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation X Joint Venture _____

Under the Law of the State of: Canada Corporations Act

Legal Address: 777, de la Commune West

Suite 200

Montreal, Quebec H3C 1Y1

Telephone: 514-288-4233

Facsimile: 514-288-3820

Web: www.gsmprjct.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

One WTC Observation Deck

ANNEX V - Operational and Financial Model

May 2012 - Version I

gsmprjct°

Strictly Private and Confidential

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I. Drivers and Assumptions

II. Financial Summary

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c. Sources and Uses of Funds
d. Financial Partners
e. Capital Structure and Shareholding
f. Capacity Assumptions
g. Stacking Plan

V. Calculation Worksheets

a. Financing
b. Working Capital Items
c. Investments and CAPEX Amortization Schedules

I. Drivers and Assumptions

I. Drivers and Assumptions

Investment and Revenue Opportunities

PROJECT & CALENDAR:		
Project Name		**WTC Observation Deck**
Location		New York, USA
Master Agreement		2012
Conception and Design Period	1 year(s)	40.0%
Build Period	1 year(s)	60.0%
Opening Date		**2015**

INVESTMENT:		
Lobby Area #1:	Gross:	Net:
Dimension (sq. ft.)	22,963 sq.ft.	12,057 sq.ft.
Investment per net sq. ft.		$844.43
Sub-Total		**$10,181,300**
Lobby Area #2:	Gross:	Net:
Dimension (sq. ft.)	2,223 sq.ft.	1,167 sq.ft.
Investment per net sq. ft.		$1,500.00
Sub-Total		**$1,750,500**
Retail Area (Lobby):	Gross:	Net:
Dimension (sq. ft.)	8,209 sq.ft.	4,310 sq.ft.
Investment per net sq. ft.		$600.00
Sub-Total		**$2,586,000**
100 Sights Area (100th floor):	Gross:	Net:
Dimension (sq. ft.)	30,496 sq.ft.	16,012 sq.ft.
Investment per net sq. ft.		$850.00
Sub-Total		**$13,610,200**
F&B Area (101st floor):	Gross:	Net:
Dimension (sq. ft.)	25,601 sq.ft.	13,442 sq.ft.
Investment per net sq. ft.		$1,000.00
Sub-Total		**$13,442,000**
102 Stories Area (102nd floor):	Gross:	Net:
Dimension (sq. ft.)	28,949 sq.ft.	15,200 sq.ft.
Investment per net sq. ft.		$900.00
Sub-Total		**$13,680,000**

TOTAL:	**Gross:**	**Net:**
Total Area (sq. ft.)	118,440 sq.ft.	62,188 sq.ft.
Total Area Investment		**$55,250,000**
Total Average Inv.	$466.48	$888.44
Infrastructure Investment (%)		80.0%
Equipment and Others Investment (%)		20.0%
Marketing, PR, Website, etc.		$1,000,000
Art Installation		$1,000,000
Other Investments		**$2,000,000**

Total Area (net sq. ft.)	**62,188 sq.ft.**
Total Investment	**$57,250,000**
Total Average Investment per net sq. ft.	**$920.60**

VENUE AND VISITORS:	
Opening Days Per Week	7 days
Daily Opening	16 hours
Elevator Capacity (per car)	20 vis.
Number of Cars	5
Round Trip Time	4 minutes
Capacity Per Hour	**1500 vis.**
Capacity Per Day	**24,000 vis.**
Capacity Per Year	**8,760,000 vis.**
Visitors Per Hour (approx.)	**599 vis.**
Visitors Per Day (approx.)	**9,589 vis.**
Visitors Per Year (approx.)	**3,500,000 vis.**
Realized Percentage of Capacity	40.0%
Visitors to Net Income Break-Even Point (1st Year)	1,723,095 vis.

OTHER REVENUES:	1.0% Inflation
	Per Year:
Special Event Rental	$2,000,000
Retail Per Visitor	$7.50
Photo & Video	$30.00
Conversion to Photo & Video	10.0%
Photo & Video Per Visitor	$3.00

WORKING CAPITAL:	F&B:	Merch:	All Others*:
Receivables (Rev.)	0 days	0 days	0 days
Inventory (Costs)	7 days	120 days	na
Payables (Costs)	30 days	30 days	30 days

** All revenues and expenses excluding rev. shares and rent*

TICKETING / PRICING:		1.0% Inflation
Adult - 100 Sights		$25.00
Youth - 100 Sights	80.0%	$20.00
Tours - 100 Sights	60.0%	$15.00
Adult - 102 Stories	1.8x 100 Sights	$45.00
Youth - 102 Stories	80.0%	$36.00
Tours - 102 Stories	60.0%	$27.00
Adult - Straight UP 100 Sights	2.0x 100 Sights	$50.00
Youth - Straight UP 100 Sights	100.0%	$50.00
Tours - Straight UP 100 Sights	100.0%	$50.00
Adult - Straight UP 102 Stories	2.0x 102 Stories	$90.00
Youth - Straight UP 102 Stories	100.0%	$90.00
Tours - Straight UP 102 Stories	100.0%	$90.00
Adult - Double UP	2.5x 100 Sights	$62.50
Youth - Double UP	80.0%	$50.00
Tours - Double UP	60.0%	$37.50
Adult - Weighting		65.0%
Youth - Weighting		25.0%
Tours - Weighting		10.0%
Ticketing Discount		20.0%
% of Elevations Subject to Discount		30.0%
Average Ticket Price - 100 Sights		**$22.75**
Average Ticket Price - 102 Stories		**$40.95**
Average Ticket Price - Straight UP 100 Sights		**$50.00**
Average Ticket Price - Straight UP 102 Stories		**$90.00**
Average Ticket Price - Double UP		**$56.88**
Average Ticket Price - ALL		**$29.99**
Annual Membership		**$150.00**

GUARANTEED AND RECOUPABLE RENT:		0.0% Inflation
	Until 2017	**Post-2017**
Total Net Area (sq. ft.)	62,188 sq.ft.	
Rent per sq.ft.	$321.61	70% of prev. rent
Guaranteed Rent 1-yr prepaid	**$20,000,000**	**$33,491,586**
Additional Rent - Ticketing	35.0% recoupable	31.5% recoupable
Additional Rent - F&B	8.0% recoupable	7.2% recoupable
Additional Rent - Retail	20.0% recoupable	18.0% recoupable

PACKAGES:	
Conversion to 102 Stories	**20.00%**
102 Stories Visitors Per Day	1,918 vis.
102 Stories Visitors Per Year	700,000 vis.
Conversion to Straight UP 100 Sights	**2.00%**
Straight UP 100 Sights Visitors Per Day	192 vis.
Straight UP 100 Sights Visitors Per Year	70,000 vis.
Conversion to Straight UP 102 Stories	**2.00%**
Straight UP 102 Stories Visitors Per Day	192 vis.
Straight UP 102 Stories Visitors Per Year	70,000 vis.
Conversion to Double UP (both 100 and 102)	**5.00%**
Double UP Vis. Per Day	479 vis.
Double UP Vis.Per Year	175,000 vis.
Conversion to Annual Membership	**0.50%**
Annual Membership Per Day	48 vis.
Annual Membership Per Year	17,500 vis.

F&B REVENUES:	Lounge:	High-End:	Cafeteria-Style:	Catering:	TOTAL:
Seating Cap.	80	140	na	na	
Turnover	0.5 hour(s)	2 hour(s)	na	na	
Average Tab	$13.00	$58.77	$4.00	$2,892.86	
Occupation	72.1%	65.8%	na	na	
Av. Daily Covers	1,845	737	646	2	**3,230**
Per visitor	$2.50	$4.52	$0.27	$0.60	**$7.89**
Daily Revenue	**$23,989**	**$43,325**	**$2,583**	**$5,770**	**$75,668**
Yearly Revenue	**$8,756,093**	**$15,813,720**	**$942,964**	**$2,106,000**	**$27,618,777**

1.0% Inflation

NYC & NON-NYC COMPARABLE TOWERS:

Ticketing Packages:	1 WTC Envisaged Offer	Empire State Building	Top of the Rock	Space Needle (Seattle)	CN Tower (Toronto)	Willis Tower (Chicago)	Chicago J. Hancock
Adult - 100 Sights	**$25.00**	$23.00	$25.00	$19.00	CAD 23.99	$17.50	$16.80
Youth - 100 Sights	**$20.00**	$17.00	$16.00	$12.00	CAD 21.99	$11.00	$11.20
Tours - 100 Sights	**$15.00**	na	na	$17.00	na	na	
Adult - 102 Stories	**$45.00**	$40.00	na	$34.00	CAD 35.99	$23.00	na
Youth - 102 Stories	**$36.00**	$34.00	na	$20.00	CAD 35.99	$16.50	na
Tours - 102 Stories	**$27.00**	na	na	$11.00	CAD 35.99	na	na
Adult - Straight UP 100 Sights	**$50.00**	$47.50-64.50	na	na	na	$35.00	$34.72
Youth - Straight UP 100 Sights	**$50.00**	$47.50-64.50	na	na	na	$35.00	$34.72
Tours - Straight UP 100 Sights	**$50.00**	$47.50-64.50	na	na	na	$35.00	$34.72
Adult - Double UP Access	**$62.50**	na	$38.00	$26.00	na	na	$24.64
Youth - Double UP Access	**$50.00**	na	$20.00	$17.00	na	na	$19.04
Tours - Double UP Access	**$37.50**	na	na	na	na	na	
Visitors:	**3,500,000 vis.**	**3,900,000 vis.**	**2,500,000 vis.**	**1,450,000 vis.**	**1,400,000 vis.**	**1,300,000 vis.**	**550,000 vis.**

I. Drivers and Assumptions

Operations and Staffing

STAFFING - OBSERVATORY:	50% in Year -1	3.0% Inflation
Permanent (Yearly Salary):		**Salary:**
General Manager		$300,000
Director of Operations		$150,000
Director of Business Development		$125,000
Director of Sales and Marketing		$125,000
Director of Finance		$125,000
Security Manager		$90,000
Ticketing Manager		$90,000
HR Manager		$90,000
Accountant		$75,000
Analyst		$75,000
Technology Manager		$75,000
HR Coordinator		$60,000
Marketing Coordinator		$50,000
Group Sales Coordinator		$50,000
Group Sales / Education Coordinator		$50,000
PR Coordinator		$50,000
Hourly Staff:	**# and Salary:**	**Total Yearly:**
Operations Managers (# at all times	3	
Operations Managers ($/hr)	$40.00	$700,800
Security (# at all times)	11	
Security ($/hr)	$35.00	$2,248,400
Visitor Hosts / Concierge (# at all t.)	14	
Visitor Hosts / Concierge ($/hr)	$25.00	$2,044,000
Maintenance (# at all times)	3	
Maintenance ($/hr)	$25.00	$438,000
Others (# at all times)	3	
Others ($/hr)	$25.00	$438,000
Payroll Taxes & Fringe		35.0%
Total Annual		**$10,056,420**
Number of Empl. Assuming:	**3 Shifts**	**118 Employees**

STAFFING - FOOD & BEVERAGES:	25% in Year -1	3.0% Inflation
Permanent (Yearly Salary):		**Salary:**
General Manager - F&B		$124,500
Asst General Manager		$88,188
Floor Manager x 5		$261,375
Beverage Director		$61,500
Executive Chef		$124,500
Executive Sous Chef		$87,125
Sous Chef x 5		$261,375
Purchaser		$61,500
Kitchen Manager		$46,125
Dock Supervisor #1		$61,508
Dock Supervisor #2		$61,508
Hourly Staff:	**# and Salary:**	**Total Yearly:**
Front of House (# at all times)	25	
Front of House ($/hr)	$16.64	$2,400,561
Back of House (# at all times)	26	
Back of House ($/hr)	$26.58	$4,098,940
Payroll Taxes & Fringe		35.0%
Total Annual		**$10,447,252**
Number of Employees Assuming:	**3 Shifts**	**164.3 Employees**

STAFFING - RETAIL:	25% in Year -1	3.0% Inflation
Permanent (Yearly Salary):		**Salary:**
Retail Manager		$125,000
Retail Buyer		$90,000
Hourly Staff:	**# and Salary:**	**Total Yearly:**
Managers (# at all times)	1	
Managers ($/hr)	$40.00	$233,600
Sales & Services (# at all times)	8	
Sales & Services ($/hr)	$25.00	$1,168,000
Others (# at all times)	1	
Others ($/hr)	$25.00	$146,000
Payroll Taxes & Fringe		35.0%
Total Annual		**$2,379,510**
Number of Employees Assuming:	**3 Shifts**	**32 Employees**

STAFFING - CONTENT DEV.:	25% in Year -1	3.0% Inflation
Permanent (Yearly Salary):		**Salary:**
Content Development Manager		$125,000
Content Coordinator		$50,000
Hourly Staff:	**# and Salary:**	**Total Yearly:**
Supervisor (# at all times)	1	
Supervisor ($/hr)	$40.00	$233,600
Technical Support (# at all times)	2	
Technical Support ($/hr)	$30.00	$350,400
Others (# at all times)	2	
Others ($/hr)	$25.00	$292,000
Payroll Taxes & Fringe		35.0%
Total Annual		**$1,418,850**
Number of Employees Assuming:	**3 Shifts**	**17 Employees**

VARIABLE COSTS - OBSERVATORY:	
Photo & Video COGS (% of Revenues)	50.0%
Special Event Rental COGS (% of Revenues)	25.0%
Credit Card Fee	2.25%
Credit Card Transactions	75.0%

VARIABLE COSTS - FOOD & BEVERAGES:	
F&B COGS (% of Revenues)	29.7%
Credit Card Fee	2.25%
Credit Card Transactions	75.0%

VARIABLE COSTS - RETAIL:	
Retail COGS (% of Revenues)	40.0%
Charities (% of Revenues)	2.00%
Credit Card Fee	2.25%
Credit Card Transactions	75.0%

OPEX - OBSERVATORY:		3.0% Inflation
OPEX:	**Pre-Opening Year:**	**Per Year:**
Marketing and Advertising	50.0%	$7,500,000
Management Fee - Observatory	0.0%	$500,000
Insurances	50.0%	$1,500,000
Leasehold Improvements	0.0%	$500,000
Professionnal Services	50.0%	$500,000
Security	0.0%	$250,000
Utilities	25.0%	$600,000
Maintenance and Repair	0.0%	$1,000,000
Others	25.0%	$500,000
Maintenance CAPEX:	**% of investment:**	**Per Year ($):**
Infrastructure	2.0%	$884,000
Equipment and Others	10.0%	$1,205,000

OPEX - FOOD & BEVERAGES:		3.0% Inflation
OPEX:	**Pre-Opening Year:**	**Per Year:**
F&B Direct Costs	25.0%	$1,000,000
Marketing - F&B	25.0%	$500,000
Management Fee - F&B	0.0%	$1,000,000

OTHER - BUILDING DEDICATED EXPENSES:		3.0% Inflation
	Per Gross Sq.ft.:	**Total:**
PILOT	$7.50	$888,300
Common Area Maintenance	$3.00	$355,320
Business Improv. District (BID)	$0.15	$17,766
Pre-Opening Year		100.0%

OPEX - RETAIL:		3.0% Inflation
OPEX:	**Pre-Opening Year:**	**Per Year:**
Retail Direct Costs	25.0%	$250,000
Marketing - Retail	25.0%	$500,000
Management Fee - Retail	0.0%	$1,000,000

OTHER - TAXES AND AMORTIZATION:	
Corporate Income Taxes	0.0%
Amortization Period - Infrastructure	15 years
Amortization - Equipment and Other	5 years

OPEX - CONTENT DEVELOPMENT:		3.0% Inflation
OPEX:	**Pre-Opening Year:**	**Per Year:**
Content Development Direct Costs	25.0%	$500,000
Content Licensing	0.0%	$540,000
Management Fee - Content Dev.	0.0%	$500,000

I. Drivers and Assumptions

Financing Assumptions

SOURCES:	2013	2014	TOTAL	%
Common Shares	$0	$0	**$0**	**0.0%**
Preferred Shares A	**$20,000,000**	**$0**	**$20,000,000**	**20.9%**
gsmprjct°	$5,000,000	$0	$5,000,000	5.2%
BASE	$5,000,000	$0	$5,000,000	5.2%
USHG	$5,000,000	$0	$5,000,000	5.2%
Condé Nast	$5,000,000	$0	$5,000,000	5.2%
Preferred Shares B	**$0**	**$10,000,000**	**$10,000,000**	**10.4%**
TOTAL EQUITY	**$20,000,000**	**$10,000,000**	**$30,000,000**	**31.3%**
Revolving Facility (plug)	$4,827,000	$10,897,750	**$15,724,750**	16.4%
CL / Senior Debt A	$0	$25,000,000	**$25,000,000**	26.1%
CL / Senior Debt B	$0	$0	**$0**	0.0%
SENIOR DEBT	**$4,827,000**	**$35,897,750**	**$40,724,750**	**42.5%**
Sub. Debt / Mezz.	$0	$25,000,000	**$25,000,000**	26.1%
TOTAL DEBT	**$4,827,000**	**$60,897,750**	**$65,724,750**	**68.7%**
TOTAL SOURCES OF FUNDS	**$24,827,000**	**$70,897,750**	**$95,724,750**	**100.0%**

USES:	2013	2014	TOTAL	%
Obs. Deck - Infrastructure	$17,680,000	$26,520,000	$44,200,000	46.2%
Obs. Deck - Equipment	$4,420,000	$6,630,000	$11,050,000	11.5%
Marketing, PR, Website, etc.	$400,000	$600,000	$1,000,000	1.0%
Art Installation	$400,000	$600,000	$1,000,000	1.0%
Total Investment	**$22,900,000**	**$34,350,000**	**$57,250,000**	**59.8%**
Reserve	$1,500,000	$2,000,000	$3,500,000	3.7%
Prepaid Rent	$0	$20,000,000	$20,000,000	20.9%
Pre-Op. OPEX	$0	$13,500,000	$13,500,000	14.1%
Transaction Expenses	$427,000.00	$1,047,750.00	$1,474,750	1.5%
	1.8%	1.5%		
TOTAL USES OF FUNDS	**$24,827,000**	**$70,897,750**	**$95,724,750**	**100.0%**
	25.9%	74.1%		

FINANCING ASSUMPTIONS:

Shareholders:		Dividends:	Period:	Per Share:	Rep. Value (DCF):	Div. Accrual:	Div. Starting in:
Common Shares		0.0% of inc.	na	na	na	0.0%	2015
Preferred Shares A		12.0% of nom.	na	$1.00	na	0.0%	2015
Preferred Shares B		8.0% of nom.	8 Years	$3.00	6.0% WACC	0.0%	2015
Debt:	**Base:**	**Spread (bps):**	**Total Interests:**	**Cap. Interests:**	**Period:**	**Bullet:**	**Repayment:**
Revolving Facility (plug)	3.00%	150	4.50%	na	na	na	na
Senior Debt A	3.00%	225	5.25%	0.00%	5 Years	0.00%	2015
Senior Debt B	3.00%	250	5.50%	0.00%	5 Years	0.00%	2015
Sub. Debt / Mezz.	3.00%	900	12.00%	0.00%	7 Years	0.00%	2015
Cash	3.00%	-200	1.00%	na	na	na	na

EXCESS CASH DISTRIBUTIONS:	
Min. Cash on Balance Sheet:	$250,000
Excess Cash Flow Distributions	75.0%
Distributions Starting in	2015

WACC:	
Average Cost of Debt:	**7.6%**
Assumed Cost of Equity	15.0%
Estimated WACC	**9.9%**

II. Summary

II. Summary

Income Statement Summary:

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Number of Visitors	**0**	**0**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**
100 Sights Revenues	$0	$0	$56,533,750	$57,099,088	$57,670,078	$58,246,779	$58,829,247	$59,417,539	$60,011,715	$60,611,832	$61,217,950	$61,830,130	$62,448,431	$63,072,915	$63,703,645	$64,340,681	$64,984,088
102 Stories Revenues	$0	$0	$28,665,000	$28,951,650	$29,241,167	$29,533,578	$29,828,914	$30,127,203	$30,428,475	$30,732,760	$31,040,087	$31,350,488	$31,663,993	$31,980,633	$32,300,439	$32,623,444	$32,949,678
Straight UP 100 Sights Revenues	$0	$0	$3,500,000	$3,535,000	$3,570,350	$3,606,054	$3,642,114	$3,678,535	$3,715,321	$3,752,474	$3,789,998	$3,827,898	$3,866,177	$3,904,839	$3,943,888	$3,983,326	$4,023,160
Straight UP 102 Stories Revenues	$0	$0	$6,300,000	$6,363,000	$6,426,630	$6,490,896	$6,555,805	$6,621,363	$6,687,577	$6,754,453	$6,821,997	$6,890,217	$6,959,119	$7,028,711	$7,098,998	$7,169,988	$7,241,688
Double UP Revenues	$0	$0	$9,953,125	$10,052,656	$10,153,183	$10,254,715	$10,357,262	$10,460,834	$10,565,443	$10,671,097	$10,777,808	$10,885,586	$10,994,442	$11,104,387	$11,215,430	$11,327,585	$11,440,861
Annual Membership	$0	$0	$2,625,000	$2,651,250	$2,677,763	$2,704,540	$2,731,586	$2,758,901	$2,786,490	$2,814,355	$2,842,499	$2,870,924	$2,899,633	$2,928,629	$2,957,916	$2,987,495	$3,017,370
Total Ticket Revenues	**$0**	**$0**	**$107,576,875**	**$108,652,644**	**$109,739,170**	**$110,836,562**	**$111,944,928**	**$113,064,377**	**$114,195,021**	**$115,336,971**	**$116,490,340**	**$117,655,244**	**$118,831,796**	**$120,020,114**	**$121,220,315**	**$122,432,519**	**$123,656,844**
Retail	$0	$0	$26,250,000	$26,512,500	$26,777,625	$27,045,401	$27,315,855	$27,589,014	$27,864,904	$28,143,553	$28,424,989	$28,709,238	$28,996,331	$29,286,294	$29,579,157	$29,874,949	$30,173,698
Food & Beverage	$0	$0	$27,618,777	$27,894,964	$28,173,914	$28,455,653	$28,740,210	$29,027,612	$29,317,888	$29,611,067	$29,907,178	$30,206,249	$30,508,312	$30,813,395	$31,121,529	$31,432,744	$31,747,072
Special Event Rental	$0	$0	$2,000,000	$2,020,000	$2,040,200	$2,060,602	$2,081,208	$2,102,020	$2,123,040	$2,144,271	$2,165,713	$2,187,371	$2,209,244	$2,231,337	$2,253,650	$2,276,187	$2,298,948
Photo & Video	$0	$0	$10,500,000	$10,605,000	$10,711,050	$10,818,161	$10,926,342	$11,035,606	$11,145,962	$11,257,421	$11,369,995	$11,483,695	$11,598,532	$11,714,518	$11,831,663	$11,949,979	$12,069,479
Gross Revenues:	**$0**	**$0**	**$173,945,652**	**$175,685,108**	**$177,441,959**	**$179,216,379**	**$181,008,543**	**$182,818,628**	**$184,646,814**	**$186,493,283**	**$188,358,215**	**$190,241,798**	**$192,144,215**	**$194,065,658**	**$196,006,314**	**$197,966,377**	**$199,946,041**
Gross Revenues Per Visitor	*na*	*na*	*$49.70*	*$50.20*	*$50.70*	*$51.20*	*$51.72*	*$52.23*	*$52.76*	*$53.28*	*$53.82*	*$54.35*	*$54.90*	*$55.45*	*$56.00*	*$56.56*	*$57.13*
Ticketing Discount	**$0**	**$0**	**$6,454,613**	**$6,519,159**	**$6,584,350**	**$6,650,194**	**$6,716,696**	**$6,783,863**	**$6,851,701**	**$6,920,218**	**$6,989,420**	**$7,059,315**	**$7,129,908**	**$7,201,207**	**$7,273,219**	**$7,345,951**	**$7,419,411**
Guaranteed Rent	$0	$0	$20,000,000	$20,000,000	$20,000,000	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586
Additional Rent	$0	$0	$27,371,408	$27,845,122	$28,323,574	$10,434,543	$10,873,804	$11,317,458	$11,765,548	$12,218,120	$12,675,217	$13,136,885	$13,603,170	$14,074,117	$14,549,774	$15,030,188	$15,515,405
Total Rent	**$0**	**$0**	**$47,371,408**	**$47,845,122**	**$48,323,574**	**$43,926,128**	**$44,365,390**	**$44,809,044**	**$45,257,134**	**$45,709,705**	**$46,166,803**	**$46,628,471**	**$47,094,755**	**$47,565,703**	**$48,041,360**	**$48,521,773**	**$49,006,991**
In % of Gross Revenues	*na*	*na*	*27.2%*	*27.2%*	*27.2%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*
NET REVENUES:	**$0**	**$0**	**$120,119,631**	**$121,320,827**	**$122,534,035**	**$128,640,057**	**$129,926,457**	**$131,225,722**	**$132,537,979**	**$133,863,359**	**$135,201,992**	**$136,554,012**	**$137,919,552**	**$139,298,748**	**$140,691,735**	**$142,098,653**	**$143,519,639**
Net Revenues Per Visitor	*na*	*na*	*$34.32*	*$34.66*	*$35.01*	*$36.75*	*$37.12*	*$37.49*	*$37.87*	*$38.25*	*$38.63*	*$39.02*	*$39.41*	*$39.80*	*$40.20*	*$40.60*	*$41.01*
Observatory Expenses	$427,000	$11,100,960	$31,222,717	$32,003,873	$32,806,908	$33,632,463	$34,481,198	$35,353,793	$36,250,948	$37,173,382	$38,121,839	$39,097,082	$40,099,898	$41,131,097	$42,191,515	$43,282,010	$44,403,467
F&B Expenses	$0	$2,986,813	$21,608,127	$22,083,153	$22,570,698	$23,071,120	$23,584,788	$24,112,080	$24,653,390	$25,209,117	$25,779,678	$26,365,499	$26,967,018	$27,584,689	$28,218,976	$28,870,360	$29,539,333
Retail Expenses	$0	$782,378	$15,597,479	$15,836,044	$16,079,472	$16,327,887	$16,581,414	$16,840,184	$17,104,331	$17,373,991	$17,649,307	$17,930,422	$18,217,488	$18,510,657	$18,810,088	$19,115,943	$19,428,389
Content Development Expenses	$0	$479,713	$2,958,850	$3,047,616	$3,139,044	$3,233,215	$3,330,212	$3,430,118	$3,533,022	$3,639,012	$3,748,183	$3,860,628	$3,976,447	$4,095,740	$4,218,613	$4,345,171	$4,475,526
Building Dedicated Expenses	$0	$1,261,386	$1,261,386	$1,299,228	$1,338,205	$1,378,351	$1,419,701	$1,462,292	$1,506,161	$1,551,346	$1,597,886	$1,645,823	$1,695,198	$1,746,054	$1,798,435	$1,852,388	$1,907,960
Total Operating Expenses	**$427,000**	**$16,611,249**	**$72,648,559**	**$74,269,913**	**$75,934,327**	**$77,643,036**	**$79,397,313**	**$81,198,469**	**$83,047,851**	**$84,946,849**	**$86,896,893**	**$88,899,454**	**$90,956,049**	**$93,068,238**	**$95,237,627**	**$97,465,872**	**$99,754,675**
In % of Gross Revenues	*na*	*na*	*41.8%*	*42.3%*	*42.8%*	*43.3%*	*43.9%*	*44.4%*	*45.0%*	*45.5%*	*46.1%*	*46.7%*	*47.3%*	*48.0%*	*48.6%*	*49.2%*	*49.9%*
NET OPERATING PROFIT	**-$427,000**	**-$16,611,249**	**$47,471,071**	**$47,050,914**	**$46,599,708**	**$50,997,021**	**$50,529,144**	**$50,027,253**	**$49,490,128**	**$48,916,510**	**$48,305,100**	**$47,654,558**	**$46,963,503**	**$46,230,510**	**$45,454,108**	**$44,632,781**	**$43,764,964**
In % of Gross Revenues	*na*	*na*	*27.3%*	*26.8%*	*26.3%*	*28.5%*	*27.9%*	*27.4%*	*26.8%*	*26.2%*	*25.6%*	*25.0%*	*24.4%*	*23.8%*	*23.2%*	*22.5%*	*21.9%*
NOI Per Visitor (Total)	*na*	*na*	*$13.56*	*$13.44*	*$13.31*	*$14.57*	*$14.44*	*$14.29*	*$14.14*	*$13.98*	*$13.80*	*$13.62*	*$13.42*	*$13.21*	*$12.99*	*$12.75*	*$12.50*
Depreciation and Amortization	$0	$0	$5,856,600	$6,165,531	$6,483,731	$6,811,476	$7,149,053	$4,645,758	$4,755,664	$4,868,868	$4,985,467	$5,105,564	$5,229,265	$5,356,676	$5,487,910	$5,623,080	$5,762,306
Net Interests Expenses (Income)	-$2,500	$2,153,750	$3,947,579	$3,214,840	$2,509,416	$1,808,226	$1,091,240	$518,460	$80,608	-$99,185	-$94,579	-$133,182	-$141,017	-$141,004	-$138,902	-$136,159	-$175,051
Income Taxes (at 0.0%)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Loss on Preferred Shares Buy-back	$0	$0	$0	$0	$0	$0	$0	$0	$0	$22,784,274	$0	$0	$0	$0	$0	$0	$0
NET INCOME	**-$424,500**	**-$18,764,999**	**$37,666,892**	**$37,670,542**	**$37,606,561**	**$42,377,319**	**$42,288,850**	**$44,863,035**	**$44,653,855**	**$21,362,553**	**$43,414,211**	**$42,682,176**	**$41,875,256**	**$41,014,838**	**$40,105,101**	**$39,145,860**	**$38,177,709**
In % of Gross Revenues	*na*	*na*	*21.7%*	*21.4%*	*21.2%*	*23.6%*	*23.4%*	*24.5%*	*24.2%*	*11.5%*	*23.0%*	*22.4%*	*21.8%*	*21.1%*	*20.5%*	*19.8%*	*19.1%*

II. Summary

Return to Owner and Partners:

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
FREE CASH FLOWS and PROJECT IRR:																	
Net Operating Profit	**-$427,000**	**-$16,611,249**	**$47,471,071**	**$47,050,914**	**$46,599,708**	**$50,997,021**	**$50,529,144**	**$50,027,253**	**$49,490,128**	**$48,916,510**	**$48,305,100**	**$47,654,558**	**$46,963,503**	**$46,230,510**	**$45,454,108**	**$44,632,781**	**$43,764,964**
Less: D&A	$0	$0	-$5,856,600	-$6,165,531	-$6,483,731	-$6,811,476	-$7,149,053	-$4,645,758	-$4,755,664	-$4,868,868	-$4,985,467	-$5,105,564	-$5,229,265	-$5,356,676	-$5,487,910	-$5,623,080	-$5,762,306
EBIT	**-$427,000**	**-$16,611,249**	**$41,614,471**	**$40,885,382**	**$40,115,978**	**$44,185,545**	**$43,380,091**	**$45,381,495**	**$44,734,464**	**$44,047,642**	**$43,319,632**	**$42,548,994**	**$41,734,239**	**$40,873,834**	**$39,966,199**	**$39,009,701**	**$38,002,658**
Less: Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Add Back: D&A	$0	$0	$5,856,600	$6,165,531	$6,483,731	$6,811,476	$7,149,053	$4,645,758	$4,755,664	$4,868,868	$4,985,467	$5,105,564	$5,229,265	$5,356,676	$5,487,910	$5,623,080	$5,762,306
Plus: Changes in Working Capital	$35,096	-$19,122,688	-$377,717	$43,889	-$13,446,102	$47,130	$48,828	$50,580	$52,387	$54,251	$56,174	$58,158	$60,204	$62,315	$64,492	$66,738	$33,560,639
Less: Investment and CAPEX	-$22,900,000	-$34,350,000	-$2,089,000	-$2,151,670	-$2,216,220	-$2,282,707	-$2,351,188	-$2,421,724	-$2,494,375	-$2,569,206	-$2,646,283	-$2,725,671	-$2,807,441	-$2,891,665	-$2,978,414	-$3,067,767	-$3,159,800
UNLEVERED FREE CASH FLOWS	**-$23,291,904**	**-$70,083,937**	**$45,004,354**	**$44,943,133**	**$30,937,387**	**$48,761,444**	**$48,226,784**	**$47,656,109**	**$47,048,140**	**$46,401,554**	**$45,714,991**	**$44,987,045**	**$44,216,266**	**$43,401,161**	**$42,540,186**	**$41,631,752**	**$74,165,804**
In % of Gross Revenues	*na*	*na*	*25.9%*	*25.6%*	*17.4%*	*27.2%*	*26.6%*	*26.1%*	*25.5%*	*24.9%*	*24.3%*	*23.6%*	*23.0%*	*22.4%*	*21.7%*	*21.0%*	*37.1%*
Project IRR	**42.2%**																
RETURN TO OWNER (2014 to 2029):																	
Guaranteed Rent (cash)		**$20,000,000**	**$20,000,000**	**$20,000,000**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$0**
NPV Assuming WACC of 7.5%	**$260,549,022**																
Additional Rent	**$0**		**$27,371,408**	**$27,845,122**	**$28,323,574**	**$10,434,543**	**$10,873,804**	**$11,317,458**	**$11,765,548**	**$12,218,120**	**$12,675,217**	**$13,136,885**	**$13,603,170**	**$14,074,117**	**$14,549,774**	**$15,030,188**	**$15,515,405**
NPV Assuming WACC of 10.0%	**$120,690,402**																
Total Rent		**$20,000,000**	**$47,371,408**	**$47,845,122**	**$61,815,159**	**$43,926,128**	**$44,365,390**	**$44,809,044**	**$45,257,134**	**$45,709,705**	**$46,166,803**	**$46,628,471**	**$47,094,755**	**$47,565,703**	**$48,041,360**	**$48,521,773**	**$15,515,405**
TOTAL NPV to OWNER	**$381,239,424**																
RETURN TO PROMOTER - gsmprjct:																	
Investment	-$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preferred Shares A Dividends	$0	$0	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$3,575,715	$8,823,687	$6,615,006	$10,966,578	$12,102,734	$13,710,860	$14,067,860	$6,406,618	$14,838,079	$16,525,588	$16,718,582	$16,522,295	$16,214,300	$15,863,948	$25,548,243
Share of Ending Cash	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,616,081
Total	**-$5,000,000**	**$0**	**$4,175,715**	**$9,423,687**	**$7,215,006**	**$11,566,578**	**$12,702,734**	**$14,310,860**	**$14,667,860**	**$7,006,618**	**$15,438,079**	**$17,125,588**	**$17,318,582**	**$17,122,295**	**$16,814,300**	**$16,463,948**	**$34,764,325**
IRR to Preferred Shares A Holders	**80.8%**																
RETURN TO PREFERRED SHARES A - BASE ENT.:																	
Investment	-$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preferred Shares A Dividends	$0	$0	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$1,787,857	$4,411,843	$3,307,503	$5,483,289	$6,051,367	$6,855,430	$7,033,930	$3,203,309	$7,419,040	$8,262,794	$8,359,291	$8,261,147	$8,107,150	$7,931,974	$12,774,122
Share of Ending Cash	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,308,041
Total	**-$5,000,000**	**$0**	**$2,387,857**	**$5,011,843**	**$3,907,503**	**$6,083,289**	**$6,651,367**	**$7,455,430**	**$7,633,930**	**$3,803,309**	**$8,019,040**	**$8,862,794**	**$8,959,291**	**$8,861,147**	**$8,707,150**	**$8,531,974**	**$17,682,162**
IRR to Preferred Shares A Holders	**55.8%**																
RETURN TO PREFERRED SHARES A - USHG:																	
Investment	-$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preferred Shares A Dividends	$0	$0	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$1,787,857	$4,411,843	$3,307,503	$5,483,289	$6,051,367	$6,855,430	$7,033,930	$3,203,309	$7,419,040	$8,262,794	$8,359,291	$8,261,147	$8,107,150	$7,931,974	$12,774,122
Share of Ending Cash	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,308,041
Total	**-$5,000,000**	**$0**	**$2,387,857**	**$5,011,843**	**$3,907,503**	**$6,083,289**	**$6,651,367**	**$7,455,430**	**$7,633,930**	**$3,803,309**	**$8,019,040**	**$8,862,794**	**$8,959,291**	**$8,861,147**	**$8,707,150**	**$8,531,974**	**$17,682,162**
IRR to Preferred Shares A Holders	**55.8%**																
RETURN TO PREFERRED SHARES A - CONDE NAST:																	
Investment	-$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preferred Shares A Dividends	$0	$0	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$1,787,857	$4,411,843	$3,307,503	$5,483,289	$6,051,367	$6,855,430	$7,033,930	$3,203,309	$7,419,040	$8,262,794	$8,359,291	$8,261,147	$8,107,150	$7,931,974	$12,774,122
Share of Ending Cash	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,308,041
Total	**-$5,000,000**	**$0**	**$2,387,857**	**$5,011,843**	**$3,907,503**	**$6,083,289**	**$6,651,367**	**$7,455,430**	**$7,633,930**	**$3,803,309**	**$8,019,040**	**$8,862,794**	**$8,959,291**	**$8,861,147**	**$8,707,150**	**$8,531,974**	**$17,682,162**
IRR to Preferred Shares A Holders	**55.8%**																
RETURN TO PREFERRED SHARES B HOLDERS:																	
Investment	$0	-$10,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preferred Shares B Dividends	$0	$0	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$400,000	$0	$0	$0	$0	$0	$0	$0
Share of Excess Cash Distributions	$0	$0	$1,191,905	$2,941,229	$2,205,002	$3,655,526	$4,034,245	$4,570,287	$4,689,287	$2,135,539	$0	$0	$0	$0	$0	$0	$0
Buyback	$0	$0	$0	$0	$0	$0	$0	$0	$0	$32,784,274	$0	$0	$0	$0	$0	$0	$0
Total	**$0**	**-$10,000,000**	**$1,991,905**	**$3,741,229**	**$3,005,002**	**$4,455,526**	**$4,834,245**	**$5,370,287**	**$5,489,287**	**$35,319,813**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
IRR to Preferred Shares B Holders	**40.4%**																

III. Detailed Financial Forecasts (Pro Forma)

III. Detailed Financial Forecasts (Pro Forma)

Calendar and Attendance

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
CALENDAR:																	
Conception and Design Period	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Realisation Period	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening Date	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening Years	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Year#	0	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
VENUE AND VISITORS:																	
Number of Visitors	**0**	**0**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**
100 Sights Visitors	0	0	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000	2,485,000
102 Stories Visitors	0	0	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
Straight UP 100 Sights Visitors	0	0	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
Straight UP 102 Stories Visitors	0	0	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
Double UP Visitors	0	0	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
Annual Memberships	0	0	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500
PRICING:																	
Average Ticket Price - 100 Sights	$0.00	$0.00	$22.75	$22.98	$23.21	$23.44	$23.67	$23.91	$24.15	$24.39	$24.63	$24.88	$25.13	$25.38	$25.64	$25.89	$26.15
Average Ticket Price - 102 Stories	$0.00	$0.00	$40.95	$41.36	$41.77	$42.19	$42.61	$43.04	$43.47	$43.90	$44.34	$44.79	$45.23	$45.69	$46.14	$46.60	$47.07
Average Ticket Price - Straight UP 100 Sights	$0.00	$0.00	$50.00	$50.50	$51.01	$51.52	$52.03	$52.55	$53.08	$53.61	$54.14	$54.68	$55.23	$55.78	$56.34	$56.90	$57.47
Average Ticket Price - Straight UP 102 Stories	$0.00	$0.00	$90.00	$90.90	$91.81	$92.73	$93.65	$94.59	$95.54	$96.49	$97.46	$98.43	$99.42	$100.41	$101.41	$102.43	$103.45
Average Ticket Price - Double UP	$0.00	$0.00	$56.88	$57.44	$58.02	$58.60	$59.18	$59.78	$60.37	$60.98	$61.59	$62.20	$62.83	$63.45	$64.09	$64.73	$65.38
Average Ticket Price - ALL	**$0.00**	**$0.00**	**$29.99**	**$30.29**	**$30.59**	**$30.89**	**$31.20**	**$31.52**	**$31.83**	**$32.15**	**$32.47**	**$32.80**	**$33.12**	**$33.45**	**$33.79**	**$34.13**	**$34.47**
Annual Membership Price	$0.00	$0.00	$150.00	$151.50	$153.02	$154.55	$156.09	$157.65	$159.23	$160.82	$162.43	$164.05	$165.69	$167.35	$169.02	$170.71	$172.42

Revenues and Rent to Owner

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
REVENUES:																	
100 Sights Revenues	$0	$0	$56,533,750	$57,099,088	$57,670,078	$58,246,779	$58,829,247	$59,417,539	$60,011,715	$60,611,832	$61,217,950	$61,830,130	$62,448,431	$63,072,915	$63,703,645	$64,340,681	$64,984,088
102 Stories Revenues	$0	$0	$28,665,000	$28,951,650	$29,241,167	$29,533,578	$29,828,914	$30,127,203	$30,428,475	$30,732,760	$31,040,087	$31,350,488	$31,663,993	$31,980,633	$32,300,439	$32,623,444	$32,949,678
Straight UP 100 Sights Revenues	$0	$0	$3,500,000	$3,535,000	$3,570,350	$3,606,054	$3,642,114	$3,678,535	$3,715,321	$3,752,474	$3,789,998	$3,827,898	$3,866,177	$3,904,839	$3,943,888	$3,983,326	$4,023,160
Straight UP 102 Stories Revenues	$0	$0	$6,300,000	$6,363,000	$6,426,630	$6,490,896	$6,555,805	$6,621,363	$6,687,577	$6,754,453	$6,821,997	$6,890,217	$6,959,119	$7,028,711	$7,098,998	$7,169,988	$7,241,688
Double UP Revenues	$0	$0	$9,953,125	$10,052,656	$10,153,183	$10,254,715	$10,357,262	$10,460,834	$10,565,443	$10,671,097	$10,777,808	$10,885,586	$10,994,442	$11,104,387	$11,215,430	$11,327,585	$11,440,861
Annual Membership	$0	$0	$2,625,000	$2,651,250	$2,677,763	$2,704,540	$2,731,586	$2,758,901	$2,786,490	$2,814,355	$2,842,499	$2,870,924	$2,899,633	$2,928,629	$2,957,916	$2,987,495	$3,017,370
Total Ticket Revenues	**$0**	**$0**	**$107,576,875**	**$108,652,644**	**$109,739,170**	**$110,836,562**	**$111,944,928**	**$113,064,377**	**$114,195,021**	**$115,336,971**	**$116,490,340**	**$117,655,244**	**$118,831,796**	**$120,020,114**	**$121,220,315**	**$122,432,519**	**$123,656,844**
Retail	$0	$0	$26,250,000	$26,512,500	$26,777,625	$27,045,401	$27,315,855	$27,589,014	$27,864,904	$28,143,553	$28,424,989	$28,709,238	$28,996,331	$29,286,294	$29,579,157	$29,874,949	$30,173,698
Food & Beverage	$0	$0	$27,618,777	$27,894,964	$28,173,914	$28,455,653	$28,740,210	$29,027,612	$29,317,888	$29,611,067	$29,907,178	$30,206,249	$30,508,312	$30,813,395	$31,121,529	$31,432,744	$31,747,072
Special Event Rental	$0	$0	$2,000,000	$2,020,000	$2,040,200	$2,060,602	$2,081,208	$2,102,020	$2,123,040	$2,144,271	$2,165,713	$2,187,371	$2,209,244	$2,231,337	$2,253,650	$2,276,187	$2,298,948
Photo & Video	$0	$0	$10,500,000	$10,605,000	$10,711,050	$10,818,161	$10,926,342	$11,035,606	$11,145,962	$11,257,421	$11,369,995	$11,483,695	$11,598,532	$11,714,518	$11,831,663	$11,949,979	$12,069,479
Gross Revenues:	**$0**	**$0**	**$173,945,652**	**$175,685,108**	**$177,441,959**	**$179,216,379**	**$181,008,543**	**$182,818,628**	**$184,646,814**	**$186,493,283**	**$188,358,215**	**$190,241,798**	**$192,144,215**	**$194,065,658**	**$196,006,314**	**$197,966,377**	**$199,946,041**
Gross Revenues Per Visitor	*na*	*na*	*$49.70*	*$50.20*	*$50.70*	*$51.20*	*$51.72*	*$52.23*	*$52.76*	*$53.28*	*$53.82*	*$54.35*	*$54.90*	*$55.45*	*$56.00*	*$56.56*	*$57.13*
Ticketing Discount	**$0**	**$0**	**$6,454,613**	**$6,519,159**	**$6,584,350**	**$6,650,194**	**$6,716,696**	**$6,783,863**	**$6,851,701**	**$6,920,218**	**$6,989,420**	**$7,059,315**	**$7,129,908**	**$7,201,207**	**$7,273,219**	**$7,345,951**	**$7,419,411**
Guaranteed Rent	$0	$0	$20,000,000	$20,000,000	$20,000,000	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586
Additional Rent	$0	$0	$27,371,408	$27,845,122	$28,323,574	$10,434,543	$10,873,804	$11,317,458	$11,765,548	$12,218,120	$12,675,217	$13,136,885	$13,603,170	$14,074,117	$14,549,774	$15,030,188	$15,515,405
Total Rent	**$0**	**$0**	**$47,371,408**	**$47,845,122**	**$48,323,574**	**$43,926,128**	**$44,365,390**	**$44,809,044**	**$45,257,134**	**$45,709,705**	**$46,166,803**	**$46,628,471**	**$47,094,755**	**$47,565,703**	**$48,041,360**	**$48,521,773**	**$49,006,991**
In % of Gross Revenues	*na*	*na*	*27.2%*	*27.2%*	*27.2%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*	*24.5%*
NET REVENUES:	**$0**	**$0**	**$120,119,631**	**$121,320,827**	**$122,534,035**	**$128,640,057**	**$129,926,457**	**$131,225,722**	**$132,537,979**	**$133,863,359**	**$135,201,992**	**$136,554,012**	**$137,919,552**	**$139,298,748**	**$140,691,735**	**$142,098,653**	**$143,519,639**
Net Revenues Per Visitor	*na*	*na*	*$34.32*	*$34.66*	*$35.01*	*$36.75*	*$37.12*	*$37.49*	*$37.87*	*$38.25*	*$38.63*	*$39.02*	*$39.41*	*$39.80*	*$40.20*	*$40.60*	*$41.01*

III. Detailed Financial Forecasts (Pro Forma)

Income Statement

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
NET REVENUES:	**$0**	**$0**	**$120,119,631**	**$121,320,827**	**$122,534,035**	**$128,640,057**	**$129,926,457**	**$131,225,722**	**$132,537,979**	**$133,863,359**	**$135,201,992**	**$136,554,012**	**$137,919,552**	**$139,298,748**	**$140,691,735**	**$142,098,653**	**$143,519,639**
Net Revenues Per Visitor	*na*	*na*	*$34.32*	*$34.66*	*$35.01*	*$36.75*	*$37.12*	*$37.49*	*$37.87*	*$38.25*	*$38.63*	*$39.02*	*$39.41*	*$39.80*	*$40.20*	*$40.60*	*$41.01*
OBSERVATORY EXPENSES:																	
Photo & Video COGS	$0	$0	$5,250,000	$5,302,500	$5,355,525	$5,409,080	$5,463,171	$5,517,803	$5,572,981	$5,628,711	$5,684,998	$5,741,848	$5,799,266	$5,857,259	$5,915,831	$5,974,990	$6,034,740
Special Event Rental COGS	$0	$0	$500,000	$505,000	$510,050	$515,151	$520,302	$525,505	$530,760	$536,068	$541,428	$546,843	$552,311	$557,834	$563,413	$569,047	$574,737
Credit Card Fee - Observatory	$0	$0	$2,026,297	$2,046,560	$2,067,026	$2,087,696	$2,108,573	$2,129,659	$2,150,955	$2,172,465	$2,194,190	$2,216,131	$2,238,293	$2,260,676	$2,283,282	$2,306,115	$2,329,176
HR & Staff - Observatory	$0	$5,028,210	$10,056,420	$10,358,113	$10,668,856	$10,988,922	$11,318,589	$11,658,147	$12,007,891	$12,368,128	$12,739,172	$13,121,347	$13,514,988	$13,920,437	$14,338,050	$14,768,192	$15,211,238
Marketing and PR	$0	$3,750,000	$7,500,000	$7,725,000	$7,956,750	$8,195,453	$8,441,316	$8,694,556	$8,955,392	$9,224,054	$9,500,776	$9,785,799	$10,079,373	$10,381,754	$10,693,207	$11,014,003	$11,344,423
Management Fee - Observatory	$0	$0	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Insurances	$0	$750,000	$1,500,000	$1,545,000	$1,591,350	$1,639,091	$1,688,263	$1,738,911	$1,791,078	$1,844,811	$1,900,155	$1,957,160	$2,015,875	$2,076,351	$2,138,641	$2,202,801	$2,268,885
Leasehold Improvements	$0	$0	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Content Licensing	$0	$0	$540,000	$556,200	$572,886	$590,073	$607,775	$626,008	$644,788	$664,132	$684,056	$704,578	$725,715	$747,486	$769,911	$793,008	$816,798
Professionnal Fees	$0	$250,000	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Security	$0	$0	$250,000	$257,500	$265,225	$273,182	$281,377	$289,819	$298,513	$307,468	$316,693	$326,193	$335,979	$346,058	$356,440	$367,133	$378,147
Utilities	$0	$150,000	$600,000	$618,000	$636,540	$655,636	$675,305	$695,564	$716,431	$737,924	$760,062	$782,864	$806,350	$830,540	$855,457	$881,120	$907,554
Maintenance and Repair	$0	$0	$1,000,000	$1,030,000	$1,060,900	$1,092,727	$1,125,509	$1,159,274	$1,194,052	$1,229,874	$1,266,770	$1,304,773	$1,343,916	$1,384,234	$1,425,761	$1,468,534	$1,512,590
Others	$427,000	$1,172,750	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Total Observatory Expenses:	**$427,000**	**$11,100,960**	**$31,222,717**	**$32,003,873**	**$32,806,908**	**$33,632,463**	**$34,481,198**	**$35,353,793**	**$36,250,948**	**$37,173,382**	**$38,121,839**	**$39,097,082**	**$40,099,898**	**$41,131,097**	**$42,191,515**	**$43,282,010**	**$44,403,467**
In % of Gross Revenues	*na*	*na*	*17.9%*	*18.2%*	*18.5%*	*18.8%*	*19.0%*	*19.3%*	*19.6%*	*19.9%*	*20.2%*	*20.6%*	*20.9%*	*21.2%*	*21.5%*	*21.9%*	*22.2%*
FOOD & BEVERAGES EXPENSES:																	
F&B COGS	$0	$0	$8,194,808	$8,276,756	$8,359,524	$8,443,119	$8,527,550	$8,612,826	$8,698,954	$8,785,943	$8,873,803	$8,962,541	$9,052,166	$9,142,688	$9,234,115	$9,326,456	$9,419,721
Credit Card Fee - F&B	$0	$0	$466,067	$470,728	$475,435	$480,189	$484,991	$489,841	$494,739	$499,687	$504,684	$509,730	$514,828	$519,976	$525,176	$530,428	$535,732
HR & Staff - F&B	$0	$2,611,813	$10,447,252	$10,760,670	$11,083,490	$11,415,995	$11,758,474	$12,111,229	$12,474,566	$12,848,803	$13,234,267	$13,631,295	$14,040,233	$14,461,440	$14,895,284	$15,342,142	$15,802,406
F&B Direct Costs	$0	$250,000	$1,000,000	$1,030,000	$1,060,900	$1,092,727	$1,125,509	$1,159,274	$1,194,052	$1,229,874	$1,266,770	$1,304,773	$1,343,916	$1,384,234	$1,425,761	$1,468,534	$1,512,590
Marketing - F&B	$0	$125,000	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Management Fee - F&B	$0	$0	$1,000,000	$1,030,000	$1,060,900	$1,092,727	$1,125,509	$1,159,274	$1,194,052	$1,229,874	$1,266,770	$1,304,773	$1,343,916	$1,384,234	$1,425,761	$1,468,534	$1,512,590
Total F&B Expenses:	**$0**	**$2,986,813**	**$21,608,127**	**$22,083,153**	**$22,570,698**	**$23,071,120**	**$23,584,788**	**$24,112,080**	**$24,653,390**	**$25,209,117**	**$25,779,678**	**$26,365,499**	**$26,967,018**	**$27,584,689**	**$28,218,976**	**$28,870,360**	**$29,539,333**
In % of Gross Revenues	*na*	*na*	*12.4%*	*12.6%*	*12.7%*	*12.9%*	*13.0%*	*13.2%*	*13.4%*	*13.5%*	*13.7%*	*13.9%*	*14.0%*	*14.2%*	*14.4%*	*14.6%*	*14.8%*
RETAIL EXPENSES:																	
Retail COGS	$0	$0	$10,500,000	$10,605,000	$10,711,050	$10,818,161	$10,926,342	$11,035,606	$11,145,962	$11,257,421	$11,369,995	$11,483,695	$11,598,532	$11,714,518	$11,831,663	$11,949,979	$12,069,479
Charities Involvement	$0	$0	$525,000	$530,250	$535,553	$540,908	$546,317	$551,780	$557,298	$562,871	$568,500	$574,185	$579,927	$585,726	$591,583	$597,499	$603,474
Credit Card Fee - Retail	$0	$0	$442,969	$447,398	$451,872	$456,391	$460,955	$465,565	$470,220	$474,922	$479,672	$484,468	$489,313	$494,206	$499,148	$504,140	$509,181
HR & Staff - Retail	$0	$594,878	$2,379,510	$2,450,895	$2,524,422	$2,600,155	$2,678,159	$2,758,504	$2,841,259	$2,926,497	$3,014,292	$3,104,721	$3,197,862	$3,293,798	$3,392,612	$3,494,391	$3,599,222
Retail Direct Costs	$0	$62,500	$250,000	$257,500	$265,225	$273,182	$281,377	$289,819	$298,513	$307,468	$316,693	$326,193	$335,979	$346,058	$356,440	$367,133	$378,147
Marketing - Retail	$0	$125,000	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Management Fee - Retail	$0	$0	$1,000,000	$1,030,000	$1,060,900	$1,092,727	$1,125,509	$1,159,274	$1,194,052	$1,229,874	$1,266,770	$1,304,773	$1,343,916	$1,384,234	$1,425,761	$1,468,534	$1,512,590
Total Retail Expenses:	**$0**	**$782,378**	**$15,597,479**	**$15,836,044**	**$16,079,472**	**$16,327,887**	**$16,581,414**	**$16,840,184**	**$17,104,331**	**$17,373,991**	**$17,649,307**	**$17,930,422**	**$18,217,488**	**$18,510,657**	**$18,810,088**	**$19,115,943**	**$19,428,389**
In % of Gross Revenues	*na*	*na*	*9.0%*	*9.0%*	*9.1%*	*9.1%*	*9.2%*	*9.2%*	*9.3%*	*9.3%*	*9.4%*	*9.4%*	*9.5%*	*9.5%*	*9.6%*	*9.7%*	*9.7%*
CONTENT DEVELOPMENT EXPENSES:																	
HR & Staff - Content Development	$0	$354,713	$1,418,850	$1,461,416	$1,505,258	$1,550,416	$1,596,928	$1,644,836	$1,694,181	$1,745,007	$1,797,357	$1,851,277	$1,906,816	$1,964,020	$2,022,941	$2,083,629	$2,146,138
Content Development Direct Costs	$0	$125,000	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Content Licensing	$0	$0	$540,000	$556,200	$572,886	$590,073	$607,775	$626,008	$644,788	$664,132	$684,056	$704,578	$725,715	$747,486	$769,911	$793,008	$816,798
Management Fee - Content Dev.	$0	$0	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$712,880	$734,267	$756,295
Total Content Development Expenses:	**$0**	**$479,713**	**$2,958,850**	**$3,047,616**	**$3,139,044**	**$3,233,215**	**$3,330,212**	**$3,430,118**	**$3,533,022**	**$3,639,012**	**$3,748,183**	**$3,860,628**	**$3,976,447**	**$4,095,740**	**$4,218,613**	**$4,345,171**	**$4,475,526**
In % of Gross Revenues	*na*	*na*	*1.7%*	*1.7%*	*1.8%*	*1.8%*	*1.8%*	*1.9%*	*1.9%*	*2.0%*	*2.0%*	*2.0%*	*2.1%*	*2.1%*	*2.2%*	*2.2%*	*2.2%*
BUILDING DEDICATED EXPENSES:																	
PILOT	$0	$888,300	$888,300	$914,949	$942,398	$970,670	$999,790	$1,029,783	$1,060,677	$1,092,497	$1,125,272	$1,159,030	$1,193,801	$1,229,615	$1,266,504	$1,304,499	$1,343,634
Common Area Maintenance	$0	$355,320	$355,320	$365,980	$376,959	$388,268	$399,916	$411,913	$424,271	$436,999	$450,109	$463,612	$477,520	$491,846	$506,601	$521,800	$537,453
Business Improv. District (BID)	$0	$17,766	$17,766	$18,299	$18,848	$19,413	$19,996	$20,596	$21,214	$21,850	$22,505	$23,181	$23,876	$24,592	$25,330	$26,090	$26,873
Total Building Dedicated Expenses:	**$0**	**$1,261,386**	**$1,261,386**	**$1,299,228**	**$1,338,205**	**$1,378,351**	**$1,419,701**	**$1,462,292**	**$1,506,161**	**$1,551,346**	**$1,597,886**	**$1,645,823**	**$1,695,198**	**$1,746,054**	**$1,798,435**	**$1,852,388**	**$1,907,960**
In % of Gross Revenues	*na*	*na*	*0.7%*	*0.7%*	*0.8%*	*0.8%*	*0.8%*	*0.8%*	*0.8%*	*0.8%*	*0.8%*	*0.9%*	*0.9%*	*0.9%*	*0.9%*	*0.9%*	*1.0%*
NET OPERATING PROFIT	**-$427,000**	**-$16,611,249**	**$47,471,071**	**$47,050,914**	**$46,599,708**	**$50,997,021**	**$50,529,144**	**$50,027,253**	**$49,490,128**	**$48,916,510**	**$48,305,100**	**$47,654,558**	**$46,963,503**	**$46,230,510**	**$45,454,108**	**$44,632,781**	**$43,764,964**
In % of Gross Revenues	*na*	*na*	*27.3%*	*26.8%*	*26.3%*	*28.5%*	*27.9%*	*27.4%*	*26.8%*	*26.2%*	*25.6%*	*25.0%*	*24.4%*	*23.8%*	*23.2%*	*22.5%*	*21.9%*
NOI Per Visitor (Total)	*na*	*na*	*$13.56*	*$13.44*	*$13.31*	*$14.57*	*$14.44*	*$14.29*	*$14.14*	*$13.98*	*$13.80*	*$13.62*	*$13.42*	*$13.21*	*$12.99*	*$12.75*	*$12.50*
Depreciation and Amortization	$0	$0	$5,856,600	$6,165,531	$6,483,731	$6,811,476	$7,149,053	$4,645,758	$4,755,664	$4,868,868	$4,985,467	$5,105,564	$5,229,265	$5,356,676	$5,487,910	$5,623,080	$5,762,306
Net Interests Expenses (Income)	-$2,500	$2,153,750	$3,947,579	$3,214,840	$2,509,416	$1,808,226	$1,091,240	$518,460	$80,608	-$99,185	-$94,579	-$133,182	-$141,017	-$141,004	-$138,902	-$136,159	-$175,051
Income Taxes (at 0.0%)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Loss on Preferred Shares Buy-back	$0	$0	$0	$0	$0	$0	$0	$0	$0	$22,784,274	$0	$0	$0	$0	$0	$0	$0
NET INCOME	**-$424,500**	**-$18,764,999**	**$37,666,892**	**$37,670,542**	**$37,606,561**	**$42,377,319**	**$42,288,850**	**$44,863,035**	**$44,653,855**	**$21,362,553**	**$43,414,211**	**$42,682,176**	**$41,875,256**	**$41,014,838**	**$40,105,101**	**$39,145,860**	**$38,177,709**
In % of Gross Revenues	*na*	*na*	*21.7%*	*21.4%*	*21.2%*	*23.6%*	*23.4%*	*24.5%*	*24.2%*	*11.5%*	*23.0%*	*22.4%*	*21.8%*	*21.1%*	*20.5%*	*19.8%*	*19.1%*

III. Detailed Financial Forecasts (Pro Forma)

Balance Sheet

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ASSETS:																	
Cash and Equivalent	$250,000	$250,000	$3,627,064	$8,583,482	$6,497,506	$10,607,324	$11,680,360	$13,199,145	$13,536,312	$6,300,694	$12,615,066	$14,021,323	$14,182,152	$14,018,579	$13,761,917	$13,469,957	$21,540,203
Receivables	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Inventory	$0	$0	$3,609,215	$3,645,308	$3,681,761	$3,718,578	$3,755,764	$3,793,322	$3,831,255	$3,869,568	$3,908,263	$3,947,346	$3,986,819	$4,026,687	$4,066,954	$4,107,624	$4,148,700
Prepaid Expenses	$0	$20,000,000	$20,000,000	$20,000,000	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$0
Deferred Income Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Current Assets	**$250,000**	**$20,250,000**	**$27,236,279**	**$32,228,790**	**$43,670,852**	**$47,817,488**	**$48,927,710**	**$50,484,053**	**$50,859,153**	**$43,661,848**	**$50,014,915**	**$51,460,255**	**$51,660,557**	**$51,536,852**	**$51,320,457**	**$51,069,167**	**$25,688,903**
Infrastructure Investments	$17,680,000	$44,200,000	$42,078,400	$39,922,618	$37,731,630	$35,504,379	$33,239,777	$30,936,704	$28,594,005	$26,210,492	$23,784,940	$21,316,088	$18,802,638	$16,243,250	$13,636,548	$10,981,111	$8,275,477
Equipment and Other Investments	$5,220,000	$13,050,000	$11,404,000	$9,545,920	$7,469,398	$5,167,880	$2,634,616	$2,713,654	$2,795,064	$2,878,916	$2,965,283	$3,054,242	$3,145,869	$3,240,245	$3,337,453	$3,437,576	$3,540,703
TOTAL ASSETS	**$23,150,000**	**$77,500,000**	**$80,718,679**	**$81,697,328**	**$88,871,880**	**$88,489,747**	**$84,802,103**	**$84,134,411**	**$82,248,222**	**$72,751,256**	**$76,765,139**	**$75,830,585**	**$73,609,064**	**$71,020,348**	**$68,294,457**	**$65,487,854**	**$37,505,084**
LIABILITIES AND EQUITY:																	
Payables	$35,096	$912,408	$4,143,906	$4,223,887	$4,305,825	$4,389,772	$4,475,786	$4,563,923	$4,654,243	$4,746,807	$4,841,677	$4,938,917	$5,038,595	$5,140,778	$5,245,537	$5,352,945	$5,463,074
Accrued Dividends	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Income Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Current Liabilities	**$35,096**	**$912,408**	**$4,143,906**	**$4,223,887**	**$4,305,825**	**$4,389,772**	**$4,475,786**	**$4,563,923**	**$4,654,243**	**$4,746,807**	**$4,841,677**	**$4,938,917**	**$5,038,595**	**$5,140,778**	**$5,245,537**	**$5,352,945**	**$5,463,074**
Revolving Facility	$3,539,404	$15,777,091	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Senior Debt A	$0	$25,000,000	$20,000,000	$15,000,000	$10,000,000	$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Senior Debt B (plug)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub. Debt / Mezz.	$0	$25,000,000	$21,428,571	$17,857,143	$14,285,714	$10,714,286	$7,142,857	$3,571,429	$0	$0	$0	$0	$0	$0	$0	$0	$0
Capitalized Interests	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Debt	**$3,539,404**	**$65,777,091**	**$41,428,571**	**$32,857,143**	**$24,285,714**	**$15,714,286**	**$7,142,857**	**$3,571,429**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Preferred Shares A	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000
Preferred Shares B	$0	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$0	$0	$0	$0	$0	$0	$0	$0
Shareholders' Equity	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Retained Earnings (Deficit)	-$424,500	-$19,189,499	$5,146,202	$14,616,298	$30,280,342	$38,385,689	$43,183,460	$45,999,060	$47,593,979	$48,004,449	$51,923,462	$50,891,668	$48,570,468	$45,879,569	$43,048,920	$40,134,909	$12,042,010
Total Equity	**$19,575,500**	**$10,810,501**	**$35,146,202**	**$44,616,298**	**$60,280,342**	**$68,385,689**	**$73,183,460**	**$75,999,060**	**$77,593,979**	**$68,004,449**	**$71,923,462**	**$70,891,668**	**$68,570,468**	**$65,879,569**	**$63,048,920**	**$60,134,909**	**$32,042,010**
TOTAL LIABILITIES AND EQUITY	**$23,150,000**	**$77,500,000**	**$80,718,679**	**$81,697,328**	**$88,871,880**	**$88,489,747**	**$84,802,103**	**$84,134,411**	**$82,248,222**	**$72,751,256**	**$76,765,139**	**$75,830,585**	**$73,609,064**	**$71,020,348**	**$68,294,457**	**$65,487,854**	**$37,505,084**
Check	ok	ok	ok	ok	ok	ok	-$0	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok

III. Detailed Financial Forecasts (Pro Forma)

Cash Flows

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
CASH FROM OPERATIONS:																	
Net Income (pre-exceptional):	-$424,500	-$18,764,999	$37,666,892	$37,670,542	$37,606,561	$42,377,319	$42,288,850	$44,863,035	$44,653,855	$44,146,827	$43,414,211	$42,682,176	$41,875,256	$41,014,838	$40,105,101	$39,145,860	$38,177,709
Depreciation and Amortization	$0	$0	$5,856,600	$6,165,531	$6,483,731	$6,811,476	$7,149,053	$4,645,758	$4,755,664	$4,868,868	$4,985,467	$5,105,564	$5,229,265	$5,356,676	$5,487,910	$5,623,080	$5,762,306
Capitalized Interests	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Changes in Working Capital	$35,096	-$19,122,688	-$377,717	$43,889	-$13,446,102	$47,130	$48,828	$50,580	$52,387	$54,251	$56,174	$58,158	$60,204	$62,315	$64,492	$66,738	$33,560,639
Cash From Operations	**-$389,404**	**-$37,887,688**	**$43,145,775**	**$43,879,963**	**$30,644,190**	**$49,235,925**	**$49,486,732**	**$49,559,373**	**$49,461,906**	**$49,069,946**	**$48,455,853**	**$47,845,898**	**$47,164,725**	**$46,433,829**	**$45,657,503**	**$44,835,678**	**$77,500,654**
CASH FROM INVESTING ACTIVITIES:																	
Area Investment - Infrastructure	-$17,680,000	-$26,520,000															
Area Investment - Equipment and Others	-$4,420,000	-$6,630,000															
Other Investments	-$800,000	-$1,200,000															
Maintenance CAPEX - Infrastructure			-$884,000	-$910,520	-$937,836	-$965,971	-$994,950	-$1,024,798	-$1,055,542	-$1,087,208	-$1,119,825	-$1,153,419	-$1,188,022	-$1,223,663	-$1,260,373	-$1,298,184	-$1,337,129
Maintenance CAPEX - Equipment and Others			-$1,205,000	-$1,241,150	-$1,278,384	-$1,316,736	-$1,356,238	-$1,396,925	-$1,438,833	-$1,481,998	-$1,526,458	-$1,572,252	-$1,619,419	-$1,668,002	-$1,718,042	-$1,769,583	-$1,822,671
Cash from Investing Activities	**-$22,900,000**	**-$34,350,000**	**-$2,089,000**	**-$2,151,670**	**-$2,216,220**	**-$2,282,707**	**-$2,351,188**	**-$2,421,724**	**-$2,494,375**	**-$2,569,206**	**-$2,646,283**	**-$2,725,671**	**-$2,807,441**	**-$2,891,665**	**-$2,978,414**	**-$3,067,767**	**-$3,159,800**
CASH FROM FINANCING:																	
Changes in Common Shares	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Changes in Preferred Shares A	$20,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Changes in Preferred Shares B	$0	$10,000,000	$0	$0	$0	$0	$0	$0	$0	-$10,000,000	$0	$0	$0	$0	$0	$0	$0
Loss on Preferred Shares B Buy Back	$0	$0	$0	$0	$0	$0	$0	$0	$0	-$22,784,274	$0	$0	$0	$0	$0	$0	$0
Changes in Senior Debt A	$0	$25,000,000	-$5,000,000	-$5,000,000	-$5,000,000	-$5,000,000	-$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Changes in Senior Debt B (plug)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Changes in Sub. Debt / Mezz.	$0	$25,000,000	-$3,571,429	-$3,571,429	-$3,571,429	-$3,571,429	-$3,571,429	-$3,571,429	-$3,571,429	$0	$0	$0	$0	$0	$0	$0	$0
Dividends Paid on Common Shares	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Dividends Paid on Preferred Shares A	$0	$0	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000
Dividends Paid on Preferred Shares B	$0	$0	-$800,000	-$800,000	-$800,000	-$800,000	-$800,000	-$800,000	-$800,000	-$400,000	$0	$0	$0	$0	$0	$0	$0
Cash from Financing Activities	**$20,000,000**	**$60,000,000**	**-$11,771,429**	**-$11,771,429**	**-$11,771,429**	**-$11,771,429**	**-$11,771,429**	**-$6,771,429**	**-$6,771,429**	**-$35,584,274**	**-$2,400,000**	**-$2,400,000**	**-$2,400,000**	**-$2,400,000**	**-$2,400,000**	**-$2,400,000**	**-$2,400,000**
Total Change in Cash	**-$3,289,404**	**-$12,237,687**	**$29,285,347**	**$29,956,864**	**$16,656,542**	**$35,181,789**	**$35,364,115**	**$40,366,221**	**$40,196,103**	**$10,916,466**	**$43,409,570**	**$42,720,227**	**$41,957,284**	**$41,142,164**	**$40,279,088**	**$39,367,911**	**$71,940,854**
Cash (beg.)		$250,000	$250,000	$3,627,064	$8,583,482	$6,497,506	$10,607,324	$11,680,360	$13,199,145	$13,536,312	$6,300,694	$12,615,066	$14,021,323	$14,182,152	$14,018,579	$13,761,917	$13,469,957
Revolving Facility Borrowed (Repaid)	$3,539,404	$12,237,687	-$15,777,091	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Excess Cash Distributions	$0	$0	-$10,131,192	-$25,000,446	-$18,742,518	-$31,071,972	-$34,291,079	-$38,847,436	-$39,858,936	-$18,152,083	-$37,095,198	-$41,313,970	-$41,796,455	-$41,305,737	-$40,535,751	-$39,659,871	-$63,870,609
Cash (end.)	**$250,000**	**$250,000**	**$3,627,064**	**$8,583,482**	**$6,497,506**	**$10,607,324**	**$11,680,360**	**$13,199,145**	**$13,536,312**	**$6,300,694**	**$12,615,066**	**$14,021,323**	**$14,182,152**	**$14,018,579**	**$13,761,917**	**$13,469,957**	**$21,540,203**

III. Detailed Financial Forecasts (Pro Forma)

Performance Metrics and Project Return

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
MARGINS:																	
Total Gross Revenues			**$173,945,652**	**$175,685,108**	**$177,441,959**	**$179,216,379**	**$181,008,543**	**$182,818,628**	**$184,646,814**	**$186,493,283**	**$188,358,215**	**$190,241,798**	**$192,144,215**	**$194,065,658**	**$196,006,314**	**$197,966,377**	**$199,946,041**
Guaranteed Rent and Additional Rent %			27.2%	27.2%	27.2%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%
Net Revenue %			**72.8%**	**72.8%**	**72.8%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**	**75.5%**
Observatory Costs %			17.9%	18.2%	18.5%	18.8%	19.0%	19.3%	19.6%	19.9%	20.2%	20.6%	20.9%	21.2%	21.5%	21.9%	22.2%
Food & Beverages Costs %			12.4%	12.6%	12.7%	12.9%	13.0%	13.2%	13.4%	13.5%	13.7%	13.9%	14.0%	14.2%	14.4%	14.6%	14.8%
Retail Costs %			9.0%	9.0%	9.1%	9.1%	9.2%	9.2%	9.3%	9.3%	9.4%	9.4%	9.5%	9.5%	9.6%	9.7%	9.7%
Dedicated Building Costs %			0.7%	0.7%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.9%	0.9%	0.9%	0.9%	0.9%	1.0%
Net Operating Profit %			**27.3%**	**26.8%**	**26.3%**	**28.5%**	**27.9%**	**27.4%**	**26.8%**	**26.2%**	**25.6%**	**25.0%**	**24.4%**	**23.8%**	**23.2%**	**22.5%**	**21.9%**
Net Income %			**21.7%**	**21.4%**	**21.2%**	**23.6%**	**23.4%**	**24.5%**	**24.2%**	**11.5%**	**23.0%**	**22.4%**	**21.8%**	**21.1%**	**20.5%**	**19.8%**	**19.1%**
PROJECT RETURN:																	
ROE			**107.2%**	**84.4%**	**62.4%**	**62.0%**	**57.8%**	**59.0%**	**57.5%**	**31.4%**	**60.4%**	**60.2%**	**61.1%**	**62.3%**	**63.6%**	**65.1%**	**119.1%**
Net Income			21.7%	21.4%	21.2%	23.6%	23.4%	24.5%	24.2%	11.5%	23.0%	22.4%	21.8%	21.1%	20.5%	19.8%	19.1%
Revenue to Assets			2.15x	2.15x	2.00x	2.03x	2.13x	2.17x	2.24x	2.56x	2.45x	2.51x	2.61x	2.73x	2.87x	3.02x	5.33x
Assets to Equity (Leverage)			2.30x	1.83x	1.47x	1.29x	1.16x	1.11x	1.06x	1.07x	1.07x	1.07x	1.07x	1.08x	1.08x	1.09x	1.17x
ROCE (after-tax)			**55.8%**	**57.7%**	**54.6%**	**58.3%**	**61.0%**	**67.2%**	**68.6%**	**70.0%**	**71.6%**	**73.2%**	**75.0%**	**76.9%**	**79.0%**	**81.3%**	**133.0%**
FCF and PROJECT IRR:																	
Net Operating Profit	**-$427,000**	**-$16,611,249**	**$47,471,071**	**$47,050,914**	**$46,599,708**	**$50,997,021**	**$50,529,144**	**$50,027,253**	**$49,490,128**	**$48,916,510**	**$48,305,100**	**$47,654,558**	**$46,963,503**	**$46,230,510**	**$45,454,108**	**$44,632,781**	**$43,764,964**
Less: D&A	$0	$0	-$5,856,600	-$6,165,531	-$6,483,731	-$6,811,476	-$7,149,053	-$4,645,758	-$4,755,664	-$4,868,868	-$4,985,467	-$5,105,564	-$5,229,265	-$5,356,676	-$5,487,910	-$5,623,080	-$5,762,306
EBIT	**-$427,000**	**-$16,611,249**	**$41,614,471**	**$40,885,382**	**$40,115,978**	**$44,185,545**	**$43,380,091**	**$45,381,495**	**$44,734,464**	**$44,047,642**	**$43,319,632**	**$42,548,994**	**$41,734,239**	**$40,873,834**	**$39,966,199**	**$39,009,701**	**$38,002,658**
Less: Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Add Back: D&A	$0	$0	$5,856,600	$6,165,531	$6,483,731	$6,811,476	$7,149,053	$4,645,758	$4,755,664	$4,868,868	$4,985,467	$5,105,564	$5,229,265	$5,356,676	$5,487,910	$5,623,080	$5,762,306
Plus: Changes in Working Capital	$35,096	-$19,122,688	-$377,717	$43,889	-$13,446,102	$47,130	$48,828	$50,580	$52,387	$54,251	$56,174	$58,158	$60,204	$62,315	$64,492	$66,738	$33,560,639
Less: Investment and CAPEX	-$22,900,000	-$34,350,000	-$2,089,000	-$2,151,670	-$2,216,220	-$2,282,707	-$2,351,188	-$2,421,724	-$2,494,375	-$2,569,206	-$2,646,283	-$2,725,671	-$2,807,441	-$2,891,665	-$2,978,414	-$3,067,767	-$3,159,800
UNLEVERED FREE CASH FLOWS	**-$23,291,904**	**-$70,083,937**	**$45,004,354**	**$44,943,133**	**$30,937,387**	**$48,761,444**	**$48,226,784**	**$47,656,109**	**$47,048,140**	**$46,401,554**	**$45,714,991**	**$44,987,045**	**$44,216,266**	**$43,401,161**	**$42,540,186**	**$41,631,752**	**$74,165,804**
In % of Gross Revenues	*na*	*na*	*25.9%*	*25.6%*	*17.4%*	*27.2%*	*26.6%*	*26.1%*	*25.5%*	*24.9%*	*24.3%*	*23.6%*	*23.0%*	*22.4%*	*21.7%*	*21.0%*	*37.1%*
Project IRR	**42.2%**																
RETURN TO OWNER (2014 to 2029):																	
Guaranteed Rent (cash)		**$20,000,000**	**$20,000,000**	**$20,000,000**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$0**
NPV Assuming WACC of 7.5%	**$260,549,022**																
Additional Rent		**$0**	**$27,371,408**	**$27,845,122**	**$28,323,574**	**$10,434,543**	**$10,873,804**	**$11,317,458**	**$11,765,548**	**$12,218,120**	**$12,675,217**	**$13,136,885**	**$13,603,170**	**$14,074,117**	**$14,549,774**	**$15,030,188**	**$15,515,405**
NPV Assuming WACC of 10.0%	**$120,690,402**																
Total Rent		**$20,000,000**	**$47,371,408**	**$47,845,122**	**$61,815,159**	**$43,926,128**	**$44,365,390**	**$44,809,044**	**$45,257,134**	**$45,709,705**	**$46,166,803**	**$46,628,471**	**$47,094,755**	**$47,565,703**	**$48,041,360**	**$48,521,773**	**$15,515,405**
TOTAL NPV to OWNER	**$381,239,424**																

III. Detailed Financial Forecasts (Pro Forma)

Return to Partners

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
CASH AND DISTRIBUTIONS TO PARTNERS:																	
Cash from Operations	-$389,404	-$37,887,688	$43,145,775	$43,879,963	$30,644,190	$49,235,925	$49,486,732	$49,559,373	$49,461,906	$49,069,946	$48,455,853	$47,845,898	$47,164,725	$46,433,829	$45,657,503	$44,835,678	$77,500,654
Total Investments and CAPEX	-$22,900,000	-$34,350,000	-$2,089,000	-$2,151,670	-$2,216,220	-$2,282,707	-$2,351,188	-$2,421,724	-$2,494,375	-$2,569,206	-$2,646,283	-$2,725,671	-$2,807,441	-$2,891,665	-$2,978,414	-$3,067,767	-$3,159,800
Variations in Equity / Preferred Equity	$20,000,000	$10,000,000	$0	$0	$0	$0	$0	$0	$0	-$32,784,274	$0	$0	$0	$0	$0	$0	$0
Debt Borrowed (Repaid)	$0	$50,000,000	-$8,571,429	-$8,571,429	-$8,571,429	-$8,571,429	-$8,571,429	-$3,571,429	-$3,571,429	$0	$0	$0	$0	$0	$0	$0	$0
Dividends	$0	$0	-$3,200,000	-$3,200,000	-$3,200,000	-$3,200,000	-$3,200,000	-$3,200,000	-$3,200,000	-$2,800,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000	-$2,400,000
Net Increase (Decrease in Cash)	**-$3,289,404**	**-$12,237,687**	**$29,285,347**	**$29,956,864**	**$16,656,542**	**$35,181,789**	**$35,364,115**	**$40,366,221**	**$40,196,103**	**$10,916,466**	**$43,409,570**	**$42,720,227**	**$41,957,284**	**$41,142,164**	**$40,279,088**	**$39,367,911**	**$71,940,854**
Cash at Beginning of Period	$0	$250,000	$250,000	$3,627,064	$8,583,482	$6,497,506	$10,607,324	$11,680,360	$13,199,145	$13,536,312	$6,300,694	$12,615,066	$14,021,323	$14,182,152	$14,018,579	$13,761,917	$13,469,957
Less: Minimum Cash Balance	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000	-$250,000
Revolving Facility Borrowed (Repaid)	$3,539,404	$12,237,687	-$15,777,091	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Excess Cash Flows Available for Distributions	**$0**	**$0**	**$13,508,256**	**$33,333,928**	**$24,990,024**	**$41,429,295**	**$45,721,439**	**$51,796,581**	**$53,145,248**	**$24,202,778**	**$49,460,264**	**$55,085,293**	**$55,728,607**	**$55,074,316**	**$54,047,667**	**$52,879,828**	**$85,160,811**
Distributions at 75% of Excess Cash	**$0**	**$0**	**-$10,131,192**	**-$25,000,446**	**-$18,742,518**	**-$31,071,972**	**-$34,291,079**	**-$38,847,436**	**-$39,858,936**	**-$18,152,083**	**-$37,095,198**	**-$41,313,970**	**-$41,796,455**	**-$41,305,737**	**-$40,535,751**	**-$39,659,871**	**-$63,870,609**
Common Shares - gsmprjct°			-$1,787,857	-$4,411,843	-$3,307,503	-$5,483,289	-$6,051,367	-$6,855,430	-$7,033,930	-$3,203,309	-$7,419,040	-$8,262,794	-$8,359,291	-$8,261,147	-$8,107,150	-$7,931,974	-$12,774,122
Pref. Shares A - gsmprjct°			-$1,787,857	-$4,411,843	-$3,307,503	-$5,483,289	-$6,051,367	-$6,855,430	-$7,033,930	-$3,203,309	-$7,419,040	-$8,262,794	-$8,359,291	-$8,261,147	-$8,107,150	-$7,931,974	-$12,774,122
Pref. Shares A - BASE			-$1,787,857	-$4,411,843	-$3,307,503	-$5,483,289	-$6,051,367	-$6,855,430	-$7,033,930	-$3,203,309	-$7,419,040	-$8,262,794	-$8,359,291	-$8,261,147	-$8,107,150	-$7,931,974	-$12,774,122
Pref. Shares A - USHG			-$1,787,857	-$4,411,843	-$3,307,503	-$5,483,289	-$6,051,367	-$6,855,430	-$7,033,930	-$3,203,309	-$7,419,040	-$8,262,794	-$8,359,291	-$8,261,147	-$8,107,150	-$7,931,974	-$12,774,122
Pref. Shares A - Condé Nast			-$1,787,857	-$4,411,843	-$3,307,503	-$5,483,289	-$6,051,367	-$6,855,430	-$7,033,930	-$3,203,309	-$7,419,040	-$8,262,794	-$8,359,291	-$8,261,147	-$8,107,150	-$7,931,974	-$12,774,122
Pref. Shares B			-$1,191,905	-$2,941,229	-$2,205,002	-$3,655,526	-$4,034,245	-$4,570,287	-$4,689,287	-$2,135,539	$0	$0	$0	$0	$0	$0	$0
Add: Minimum Cash Balance	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000
ENDING CASH	**$250,000**	**$250,000**	**$3,627,064**	**$8,583,482**	**$6,497,506**	**$10,607,324**	**$11,680,360**	**$13,199,145**	**$13,536,312**	**$6,300,694**	**$12,615,066**	**$14,021,323**	**$14,182,152**	**$14,018,579**	**$13,761,917**	**$13,469,957**	**$21,540,203**
Interests on Cash	**$2,500**	**$2,500**	**$19,385**	**$61,053**	**$75,405**	**$85,524**	**$111,438**	**$124,398**	**$133,677**	**$99,185**	**$94,579**	**$133,182**	**$141,017**	**$141,004**	**$138,902**	**$136,159**	**$175,051**
Check	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
RETURN TO PROMOTER - gsmprjct°:																	
Investment	-$5,000,000	$0															
Preferred Shares A Dividends			$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$3,575,715	$8,823,687	$6,615,006	$10,966,578	$12,102,734	$13,710,860	$14,067,860	$6,406,618	$14,838,079	$16,525,588	$16,718,582	$16,522,295	$16,214,300	$15,863,948	$25,548,243
Share of Ending Cash																	$8,616,081
Total	**-$5,000,000**	**$0**	**$4,175,715**	**$9,423,687**	**$7,215,006**	**$11,566,578**	**$12,702,734**	**$14,310,860**	**$14,667,860**	**$7,006,618**	**$15,438,079**	**$17,125,588**	**$17,318,582**	**$17,122,295**	**$16,814,300**	**$16,463,948**	**$34,764,325**
IRR to Preferred Shares A Holders	**80.8%**																
Cumulative IRR			**-8.6%**	**45.9%**	**60.4%**	**70.4%**	**75.4%**	**78.1%**	**79.5%**	**79.8%**	**80.2%**	**80.5%**	**80.6%**	**80.7%**	**80.7%**	**80.7%**	**80.8%**
RETURN TO PREFERRED SHARES A - BASE:																	
Investment	-$5,000,000	$0															
Preferred Shares A Dividends			$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$1,787,857	$4,411,843	$3,307,503	$5,483,289	$6,051,367	$6,855,430	$7,033,930	$3,203,309	$7,419,040	$8,262,794	$8,359,291	$8,261,147	$8,107,150	$7,931,974	$12,774,122
Share of Ending Cash																	$4,308,041
Total	**-$5,000,000**	**$0**	**$2,387,857**	**$5,011,843**	**$3,907,503**	**$6,083,289**	**$6,651,367**	**$7,455,430**	**$7,633,930**	**$3,803,309**	**$8,019,040**	**$8,862,794**	**$8,959,291**	**$8,861,147**	**$8,707,150**	**$8,531,974**	**$17,682,162**
IRR to Preferred Shares A Holders	**55.8%**																
Cumulative IRR			**-30.9%**	**15.9%**	**30.5%**	**41.6%**	**47.5%**	**51.1%**	**53.1%**	**53.7%**	**54.5%**	**55.0%**	**55.3%**	**55.5%**	**55.6%**	**55.7%**	**55.8%**
RETURN TO PREFERRED SHARES A - USHG:																	
Investment	-$5,000,000	$0															
Preferred Shares A Dividends			$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$1,787,857	$4,411,843	$3,307,503	$5,483,289	$6,051,367	$6,855,430	$7,033,930	$3,203,309	$7,419,040	$8,262,794	$8,359,291	$8,261,147	$8,107,150	$7,931,974	$12,774,122
Share of Ending Cash																	$4,308,041
Total	**-$5,000,000**	**$0**	**$2,387,857**	**$5,011,843**	**$3,907,503**	**$6,083,289**	**$6,651,367**	**$7,455,430**	**$7,633,930**	**$3,803,309**	**$8,019,040**	**$8,862,794**	**$8,959,291**	**$8,861,147**	**$8,707,150**	**$8,531,974**	**$17,682,162**
IRR to Preferred Shares A Holders	**55.8%**																
Cumulative IRR			**-30.9%**	**15.9%**	**30.5%**	**41.6%**	**47.5%**	**51.1%**	**53.1%**	**53.7%**	**54.5%**	**55.0%**	**55.3%**	**55.5%**	**55.6%**	**55.7%**	**55.8%**
RETURN TO PREFERRED SHARES A - CONDE NAST:																	
Investment	-$5,000,000	$0															
Preferred Shares A Dividends			$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Share of Excess Cash Distributions	$0	$0	$1,787,857	$4,411,843	$3,307,503	$5,483,289	$6,051,367	$6,855,430	$7,033,930	$3,203,309	$7,419,040	$8,262,794	$8,359,291	$8,261,147	$8,107,150	$7,931,974	$12,774,122
Share of Ending Cash																	$4,308,041
Total	**-$5,000,000**	**$0**	**$2,387,857**	**$5,011,843**	**$3,907,503**	**$6,083,289**	**$6,651,367**	**$7,455,430**	**$7,633,930**	**$3,803,309**	**$8,019,040**	**$8,862,794**	**$8,959,291**	**$8,861,147**	**$8,707,150**	**$8,531,974**	**$17,682,162**
IRR to Preferred Shares A Holders	**55.8%**																
Cumulative IRR			**-30.9%**	**15.9%**	**30.5%**	**41.6%**	**47.5%**	**51.1%**	**53.1%**	**53.7%**	**54.5%**	**55.0%**	**55.3%**	**55.5%**	**55.6%**	**55.7%**	**55.8%**
RETURN TO PREFERRED SHARES B HOLDERS:																	
Investment	$0	-$10,000,000															
Preferred Shares B Dividends	$0	$0	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$400,000	$0	$0	$0	$0	$0	$0	$0
Share of Excess Cash Distributions	$0	$0	$1,191,905	$2,941,229	$2,205,002	$3,655,526	$4,034,245	$4,570,287	$4,689,287	$2,135,539	$0	$0	$0	$0	$0	$0	$0
Buyback	$0	$0	$0	$0	$0	$0	$0	$0	$0	$32,784,274	$0	$0	$0	$0	$0	$0	$0
Total	**$0**	**-$10,000,000**	**$1,991,905**	**$3,741,229**	**$3,005,002**	**$4,455,526**	**$4,834,245**	**$5,370,287**	**$5,489,287**	**$35,319,813**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
IRR to Preferred Shares B Holders	**40.4%**																
Cumulative IRR			**-80.1%**	**-28.1%**	**-6.1%**	**10.8%**	**20.4%**	**26.3%**	**29.9%**	**40.4%**	**40.4%**	**40.4%**	**40.4%**	**40.4%**	**40.4%**	**40.4%**	**40.4%**

Sensitivity Analysis

Sensitivity on Gross Revenues (2015):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	$100,096,777	$106,094,027	$112,091,277	$118,088,527	$124,085,777
	2,500,000 vis.	$117,716,277	$125,212,839	$132,709,402	$140,205,964	$147,702,527
	3,000,000 vis.	$135,335,777	$144,331,652	$153,327,527	$162,323,402	$171,319,277
	3,500,000 vis.	$152,955,277	$163,450,464	**$173,945,652**	$184,440,839	$194,936,027
	4,000,000 vis.	$170,574,777	$182,569,277	$194,563,777	$206,558,277	$218,552,777
	4,500,000 vis.	$188,194,277	$201,688,089	$215,181,902	$228,675,714	$242,169,527
	5,000,000 vis.	$205,813,777	$220,806,902	$235,800,027	$250,793,152	$265,786,277

Sensitivity on Net Revenues (2015):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	$73,241,295	$76,779,672	$80,318,050	$83,856,427	$87,394,805
	2,500,000 vis.	$84,739,300	$89,162,271	$93,585,243	$98,008,215	$102,431,187
	3,000,000 vis.	$96,237,305	$101,544,871	$106,852,437	$112,160,003	$117,467,570
	3,500,000 vis.	$107,735,310	$113,927,470	**$120,119,631**	$126,311,791	$132,503,952
	4,000,000 vis.	$119,233,315	$126,310,070	$133,386,825	$140,463,580	$147,540,335
	4,500,000 vis.	$130,731,320	$138,692,669	$146,654,018	$154,615,368	$162,576,717
	5,000,000 vis.	$142,229,325	$151,075,268	$159,921,212	$168,767,156	$177,613,100

Sensitivity on Net Operating Income (2015):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	$8,813,935	$12,251,109	$15,688,283	$19,125,457	$22,562,631
	2,500,000 vis.	$17,689,611	$21,986,078	$26,282,546	$30,579,013	$34,875,480
	3,000,000 vis.	$26,565,287	$31,721,048	$36,876,809	$42,032,569	$47,188,330
	3,500,000 vis.	$35,440,963	$41,456,017	**$47,471,071**	$53,486,126	$59,501,180
	4,000,000 vis.	$44,316,639	$51,190,986	$58,065,334	$64,939,682	$71,814,030
	4,500,000 vis.	$53,192,315	$60,925,956	$68,659,597	$76,393,238	$84,126,880
	5,000,000 vis.	$62,067,991	$70,660,925	$79,253,860	$87,846,795	$96,439,730

Sensitivity on Net Income (2015):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	$37,666,892	$37,666,892	$37,666,892	$37,666,892	$37,666,892
	2,500,000 vis.	$37,666,892	$37,666,892	$37,666,892	$37,666,892	$37,666,892
	3,000,000 vis.	$37,666,892	$37,666,892	$37,666,892	$37,666,892	$37,666,892
	3,500,000 vis.	$37,666,892	$37,666,892	**$37,666,892**	$37,666,892	$37,666,892
	4,000,000 vis.	$37,666,892	$37,666,892	$37,666,892	$37,666,892	$37,666,892
	4,500,000 vis.	$37,666,892	$37,666,892	$37,666,892	$37,666,892	$37,666,892
	5,000,000 vis.	$37,666,892	$37,666,892	$37,666,892	$37,666,892	$37,666,892

Sensitivity on Total Project IRR (Unleveraged):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	42.2%	42.2%	42.2%	42.2%	42.2%
	2,500,000 vis.	42.2%	42.2%	42.2%	42.2%	42.2%
	3,000,000 vis.	42.2%	42.2%	42.2%	42.2%	42.2%
	3,500,000 vis.	42.2%	42.2%	**42.2%**	42.2%	42.2%
	4,000,000 vis.	42.2%	42.2%	42.2%	42.2%	42.2%
	4,500,000 vis.	42.2%	42.2%	42.2%	42.2%	42.2%
	5,000,000 vis.	42.2%	42.2%	42.2%	42.2%	42.2%

Sensitivity on Cash-on-Cash Return to Preferred Shares A Holders:

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	55.8%	55.8%	55.8%	55.8%	55.8%
	2,500,000 vis.	55.8%	55.8%	55.8%	55.8%	55.8%
	3,000,000 vis.	55.8%	55.8%	55.8%	55.8%	55.8%
	3,500,000 vis.	55.8%	55.8%	**55.8%**	55.8%	55.8%
	4,000,000 vis.	55.8%	55.8%	55.8%	55.8%	55.8%
	4,500,000 vis.	55.8%	55.8%	55.8%	55.8%	55.8%
	5,000,000 vis.	55.8%	55.8%	55.8%	55.8%	55.8%

Sensitivity on Total Rent to Owner (2015):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	$23,886,802	$25,985,840	$28,084,877	$30,183,915	$32,282,952
	2,500,000 vis.	$29,266,127	$31,889,924	$34,513,721	$37,137,518	$39,761,315
	3,000,000 vis.	$34,645,452	$37,794,008	$40,942,565	$44,091,121	$47,239,677
	3,500,000 vis.	$40,024,777	$43,698,093	**$47,371,408**	$51,044,724	$54,718,040
	4,000,000 vis.	$45,404,102	$49,602,177	$53,800,252	$57,998,327	$62,196,402
	4,500,000 vis.	$50,783,427	$55,506,262	$60,229,096	$64,951,930	$69,674,765
	5,000,000 vis.	$56,162,752	$61,410,346	$66,657,940	$71,905,533	$77,153,127

Sensitivity on NPV of Rents Paid to Owner (15 years):

		100 Sights Pricing (Base Price for All Packages)				
		$20.00	$22.50	**$25.00**	$27.50	$30.00
Number of Visitors	2,000,000 vis.	$195,606,790	$212,198,504	$228,790,218	$245,381,931	$261,973,645
	2,500,000 vis.	$238,127,336	$258,866,978	$279,606,620	$300,346,262	$321,085,904
	3,000,000 vis.	$280,647,881	$305,535,452	$330,423,022	$355,310,592	$380,198,163
	3,500,000 vis.	$323,168,427	$352,203,925	**$381,239,424**	$410,274,923	$439,310,421
	4,000,000 vis.	$365,688,972	$398,872,399	$432,055,826	$465,239,253	$498,422,680
	4,500,000 vis.	$408,209,518	$445,540,873	$482,872,229	$520,203,584	$557,534,939
	5,000,000 vis.	$450,730,063	$492,209,347	$533,688,631	$575,167,915	$616,647,198

III. Detailed Financial Forecasts (Pro Forma)

Credit Ratios

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
PROJECT CAPITALIZATION:																	
Total Debt	$3,539,404	$65,777,091	$41,428,571	$32,857,143	$24,285,714	$15,714,286	$7,142,857	$3,571,429	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cash	-$250,000	-$250,000	-$3,627,064	-$8,583,482	-$6,497,506	-$10,607,324	-$11,680,360	-$13,199,145	-$13,536,312	-$6,300,694	-$12,615,066	-$14,021,323	-$14,182,152	-$14,018,579	-$13,761,917	-$13,469,957	-$21,540,203
Net Debt	$3,289,404	$65,527,091	$37,801,508	$24,273,661	$17,788,208	$5,106,962	-$4,537,503	-$9,627,717	-$13,536,312	-$6,300,694	-$12,615,066	-$14,021,323	-$14,182,152	-$14,018,579	-$13,761,917	-$13,469,957	-$21,540,203
Equity	$19,575,500	$10,810,501	$35,146,202	$44,616,298	$60,280,342	$68,385,689	$73,183,460	$75,999,060	$77,593,979	$68,004,449	$71,923,462	$70,891,668	$68,570,468	$65,879,569	$63,048,920	$60,134,909	$32,042,010
Total Capitalization, gross	**$23,114,904**	**$76,587,592**	**$76,574,773**	**$77,473,441**	**$84,566,056**	**$84,099,975**	**$80,326,317**	**$79,570,488**	**$77,593,979**	**$68,004,449**	**$71,923,462**	**$70,891,668**	**$68,570,468**	**$65,879,569**	**$63,048,920**	**$60,134,909**	**$32,042,010**
Total Capitalization, net	**$22,864,904**	**$76,337,592**	**$72,947,709**	**$68,889,959**	**$78,068,550**	**$73,492,651**	**$68,645,957**	**$66,371,343**	**$64,057,667**	**$61,703,755**	**$59,308,396**	**$56,870,344**	**$54,388,317**	**$51,860,990**	**$49,287,003**	**$46,664,952**	**$10,501,807**
DEBT RATIOS:																	
Total Debt / Total Cap., gross	15.3%	85.9%	54.1%	42.4%	28.7%	18.7%	8.9%	4.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Net Debt / Total Cap., net	14.4%	85.8%	51.8%	35.2%	22.8%	6.9%	-6.6%	-14.5%	-21.1%	-10.2%	-21.3%	-24.7%	-26.1%	-27.0%	-27.9%	-28.9%	-205.1%
Total Debt / Equity	0.18x	6.08x	1.18x	0.74x	0.40x	0.23x	0.10x	0.05x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x
Total Debt / NOI			0.87x	0.70x	0.52x	0.31x	0.14x	0.07x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x
Total Debt / (NOI - Capex)			0.91x	0.73x	0.55x	0.32x	0.15x	0.08x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x	0.00x
Net Debt / NOI			0.80x	0.52x	0.38x	0.10x	-0.09x	-0.19x	-0.27x	-0.13x	-0.26x	-0.29x	-0.30x	-0.30x	-0.30x	-0.30x	-0.49x
Net Debt / (NOI - Capex)			0.83x	0.54x	0.40x	0.10x	-0.09x	-0.20x	-0.29x	-0.14x	-0.28x	-0.31x	-0.32x	-0.32x	-0.32x	-0.32x	-0.53x
COVERAGE RATIOS:																	
NOI / Net Interest Expense			12.03x	14.64x	18.57x	28.20x	46.30x	96.49x	613.96x	-493.18x	-510.74x	-357.82x	-333.03x	-327.87x	-327.24x	-327.80x	-250.01x
NOI / (Net Int. Exp. + Guar. Rent)			1.98x	2.03x	2.07x	1.44x	1.46x	1.47x	1.47x	1.46x	1.45x	1.43x	1.41x	1.39x	1.36x	1.34x	1.31x
NOI / (Net Int. Exp. + Guar. Rent + Debt Rep.)			1.46x	1.48x	1.50x	1.16x	1.17x	1.33x	1.33x	1.46x	1.45x	1.43x	1.41x	1.39x	1.36x	1.34x	1.31x
(NOI - CAPEX) / Net Int. Exp.			11.50x	13.97x	17.69x	26.94x	44.15x	91.82x	583.01x	-467.28x	-482.76x	-337.35x	-313.12x	-307.36x	-305.80x	-305.27x	-231.96x
(NOI - CAPEX) / (Net Int. Exp. + Guar. Rent)			1.90x	1.93x	1.97x	1.38x	1.39x	1.40x	1.40x	1.39x	1.37x	1.35x	1.32x	1.30x	1.27x	1.25x	1.22x
(NOI - CAPEX) / (Net Int. Exp. + Guar. Rent + Debt Rep.)			1.40x	1.41x	1.43x	1.11x	1.12x	1.27x	1.27x	1.39x	1.37x	1.35x	1.32x	1.30x	1.27x	1.25x	1.22x

III. Detailed Financial Forecasts (Pro Forma)

Observatory Contribution (Pre-Rent)

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
OBSERVATORY:																	
Ticketing	$0	$0	$107,576,875	$108,652,644	$109,739,170	$110,836,562	$111,944,928	$113,064,377	$114,195,021	$115,336,971	$116,490,340	$117,655,244	$118,831,796	$120,020,114	$121,220,315	$122,432,519	$123,656,844
Photo & Video	$0	$0	$10,500,000	$10,605,000	$10,711,050	$10,818,161	$10,926,342	$11,035,606	$11,145,962	$11,257,421	$11,369,995	$11,483,695	$11,598,532	$11,714,518	$11,831,663	$11,949,979	$12,069,479
Special Event Revenues	$0	$0	$2,000,000	$2,020,000	$2,040,200	$2,060,602	$2,081,208	$2,102,020	$2,123,040	$2,144,271	$2,165,713	$2,187,371	$2,209,244	$2,231,337	$2,253,650	$2,276,187	$2,298,948
Observatory Revenues	**$0**	**$0**	**$120,076,875**	**$121,277,644**	**$122,490,420**	**$123,715,324**	**$124,952,478**	**$126,202,002**	**$127,464,022**	**$128,738,663**	**$130,026,049**	**$131,326,310**	**$132,639,573**	**$133,965,969**	**$135,305,628**	**$136,658,685**	**$138,025,271**
Per Net Square Feet	*$0.00*	*$0.00*	*$2,702.24*	*$2,729.27*	*$2,756.56*	*$2,784.12*	*$2,811.97*	*$2,840.08*	*$2,868.49*	*$2,897.17*	*$2,926.14*	*$2,955.40*	*$2,984.96*	*$3,014.81*	*$3,044.96*	*$3,075.40*	*$3,106.16*
Observatory Expenses	$427,000	$11,100,960	$31,222,717	$32,003,873	$32,806,908	$33,632,463	$34,481,198	$35,353,793	$36,250,948	$37,173,382	$38,121,839	$39,097,082	$40,099,898	$41,131,097	$42,191,515	$43,282,010	$44,403,467
Building Dedicated Expenses	$0	$1,261,386	$1,261,386	$1,299,228	$1,338,205	$1,378,351	$1,419,701	$1,462,292	$1,506,161	$1,551,346	$1,597,886	$1,645,823	$1,695,198	$1,746,054	$1,798,435	$1,852,388	$1,907,960
Observatory Contribution	**-$427,000**	**-$12,362,346**	**$87,592,771**	**$87,974,543**	**$88,345,308**	**$88,704,511**	**$89,051,578**	**$89,385,917**	**$89,706,913**	**$90,013,934**	**$90,306,324**	**$90,583,405**	**$90,844,477**	**$91,088,818**	**$91,315,678**	**$91,524,286**	**$91,713,844**
In % of Revenues	*na*	*na*	*72.9%*	*72.5%*	*72.1%*	*71.7%*	*71.3%*	*70.8%*	*70.4%*	*69.9%*	*69.5%*	*69.0%*	*68.5%*	*68.0%*	*67.5%*	*67.0%*	*66.4%*
Per Net Square Feet	*-$9.61*	*-$278.21*	*$1,971.21*	*$1,979.80*	*$1,988.15*	*$1,996.23*	*$2,004.04*	*$2,011.57*	*$2,018.79*	*$2,025.70*	*$2,032.28*	*$2,038.51*	*$2,044.39*	*$2,049.89*	*$2,054.99*	*$2,059.69*	*$2,063.95*
Income Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Observatory After-Tax Contribution	**-$427,000**	**-$12,362,346**	**$87,592,771**	**$87,974,543**	**$88,345,308**	**$88,704,511**	**$89,051,578**	**$89,385,917**	**$89,706,913**	**$90,013,934**	**$90,306,324**	**$90,583,405**	**$90,844,477**	**$91,088,818**	**$91,315,678**	**$91,524,286**	**$91,713,844**
In % of Revenues	*na*	*na*	*72.9%*	*72.5%*	*72.1%*	*71.7%*	*71.3%*	*70.8%*	*70.4%*	*69.9%*	*69.5%*	*69.0%*	*68.5%*	*68.0%*	*67.5%*	*67.0%*	*66.4%*
Per Net Square Feet	*-$9.61*	*-$278.21*	*$1,971.21*	*$1,979.80*	*$1,988.15*	*$1,996.23*	*$2,004.04*	*$2,011.57*	*$2,018.79*	*$2,025.70*	*$2,032.28*	*$2,038.51*	*$2,044.39*	*$2,049.89*	*$2,054.99*	*$2,059.69*	*$2,063.95*

Retail Contribution (Pre-Rent)

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
RETAIL:																	
Retail Revenues	**$0**	**$0**	**$26,250,000**	**$26,512,500**	**$26,777,625**	**$27,045,401**	**$27,315,855**	**$27,589,014**	**$27,864,904**	**$28,143,553**	**$28,424,989**	**$28,709,238**	**$28,996,331**	**$29,286,294**	**$29,579,157**	**$29,874,949**	**$30,173,698**
Per Net Square Feet	*$0.00*	*$0.00*	*$6,090.49*	*$6,151.39*	*$6,212.91*	*$6,275.04*	*$6,337.79*	*$6,401.16*	*$6,465.17*	*$6,529.83*	*$6,595.12*	*$6,661.08*	*$6,727.69*	*$6,794.96*	*$6,862.91*	*$6,931.54*	*$7,000.86*
Retail Expenses	$0	$782,378	$15,597,479	$15,836,044	$16,079,472	$16,327,887	$16,581,414	$16,840,184	$17,104,331	$17,373,991	$17,649,307	$17,930,422	$18,217,488	$18,510,657	$18,810,088	$19,115,943	$19,428,389
Retail Contribution	**$0**	**-$782,378**	**$10,652,521**	**$10,676,456**	**$10,698,153**	**$10,717,515**	**$10,734,441**	**$10,748,830**	**$10,760,573**	**$10,769,562**	**$10,775,682**	**$10,778,816**	**$10,778,843**	**$10,775,637**	**$10,769,069**	**$10,759,006**	**$10,745,309**
In % of Revenues	*na*	*na*	*40.6%*	*40.3%*	*40.0%*	*39.6%*	*39.3%*	*39.0%*	*38.6%*	*38.3%*	*37.9%*	*37.5%*	*37.2%*	*36.8%*	*36.4%*	*36.0%*	*35.6%*
Per Net Square Feet	*$0.00*	*-$181.53*	*$2,471.58*	*$2,477.14*	*$2,482.17*	*$2,486.66*	*$2,490.59*	*$2,493.93*	*$2,496.65*	*$2,498.74*	*$2,500.16*	*$2,500.89*	*$2,500.89*	*$2,500.15*	*$2,498.62*	*$2,496.29*	*$2,493.11*
Income Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Retail After-Tax Contribution	**$0**	**-$782,378**	**$10,652,521**	**$10,676,456**	**$10,698,153**	**$10,717,515**	**$10,734,441**	**$10,748,830**	**$10,760,573**	**$10,769,562**	**$10,775,682**	**$10,778,816**	**$10,778,843**	**$10,775,637**	**$10,769,069**	**$10,759,006**	**$10,745,309**
In % of Revenues	*na*	*na*	*40.6%*	*40.3%*	*40.0%*	*39.6%*	*39.3%*	*39.0%*	*38.6%*	*38.3%*	*37.9%*	*37.5%*	*37.2%*	*36.8%*	*36.4%*	*36.0%*	*35.6%*
Per Net Square Feet	*$0.00*	*-$181.53*	*$2,471.58*	*$2,477.14*	*$2,482.17*	*$2,486.66*	*$2,490.59*	*$2,493.93*	*$2,496.65*	*$2,498.74*	*$2,500.16*	*$2,500.89*	*$2,500.89*	*$2,500.15*	*$2,498.62*	*$2,496.29*	*$2,493.11*

Food & Beverages Contribution (Pre-Rent)

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
FOOD AND BEVERAGES:																	
F&B Revenues	**$0**	**$0**	**$27,618,777**	**$27,894,964**	**$28,173,914**	**$28,455,653**	**$28,740,210**	**$29,027,612**	**$29,317,888**	**$29,611,067**	**$29,907,178**	**$30,206,249**	**$30,508,312**	**$30,813,395**	**$31,121,529**	**$31,432,744**	**$31,747,072**
Per Net Square Feet	*$0.00*	*$0.00*	*$2,054.66*	*$2,075.21*	*$2,095.96*	*$2,116.92*	*$2,138.09*	*$2,159.47*	*$2,181.07*	*$2,202.88*	*$2,224.91*	*$2,247.15*	*$2,269.63*	*$2,292.32*	*$2,315.25*	*$2,338.40*	*$2,361.78*
F&B Expenses	$0	$2,986,813	$21,608,127	$22,083,153	$22,570,698	$23,071,120	$23,584,788	$24,112,080	$24,653,390	$25,209,117	$25,779,678	$26,365,499	$26,967,018	$27,584,689	$28,218,976	$28,870,360	$29,539,333
F&B Contribution	**$0**	**-$2,986,813**	**$6,010,650**	**$5,811,811**	**$5,603,216**	**$5,384,533**	**$5,155,422**	**$4,915,531**	**$4,664,498**	**$4,401,950**	**$4,127,499**	**$3,840,750**	**$3,541,293**	**$3,228,706**	**$2,902,552**	**$2,562,384**	**$2,207,739**
In % of Revenues	*na*	*na*	*21.8%*	*20.8%*	*19.9%*	*18.9%*	*17.9%*	*16.9%*	*15.9%*	*14.9%*	*13.8%*	*12.7%*	*11.6%*	*10.5%*	*9.3%*	*8.2%*	*7.0%*
Per Net Square Feet	*$0.00*	*-$222.20*	*$447.15*	*$432.36*	*$416.84*	*$400.58*	*$383.53*	*$365.68*	*$347.01*	*$327.48*	*$307.06*	*$285.73*	*$263.45*	*$240.20*	*$215.93*	*$190.63*	*$164.24*
Income Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
F&B After-Tax Contribution	**$0**	**-$2,986,813**	**$6,010,650**	**$5,811,811**	**$5,603,216**	**$5,384,533**	**$5,155,422**	**$4,915,531**	**$4,664,498**	**$4,401,950**	**$4,127,499**	**$3,840,750**	**$3,541,293**	**$3,228,706**	**$2,902,552**	**$2,562,384**	**$2,207,739**
In % of Revenues	*na*	*na*	*21.8%*	*20.8%*	*19.9%*	*18.9%*	*17.9%*	*16.9%*	*15.9%*	*14.9%*	*13.8%*	*12.7%*	*11.6%*	*10.5%*	*9.3%*	*8.2%*	*7.0%*
Per Net Square Feet	*$0.00*	*-$222.20*	*$447.15*	*$432.36*	*$416.84*	*$400.58*	*$383.53*	*$365.68*	*$347.01*	*$327.48*	*$307.06*	*$285.73*	*$263.45*	*$240.20*	*$215.93*	*$190.63*	*$164.24*

IV. Other RFP Output Pages

IV. a. Pro Forma Assumptions

ELEVATION REVENUES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Annual Attendance	**3,500,000 vis.**	**0.0%**	**Demand analysis based on the conversion of other NYC attractions.** - 9/11 Memorial: Conversion of 50% of an estimated 5.0 million visitors per year (2.5 million) - ESB: Conversion of 15% of an estimated 3.9 million visitors (600,000 visitors per year) - Top of the Rock: Conversion of 25% of an estimated 2.5 million (600,000 vis. per year) **TOTAL: 3.7 million visitors** Without factoring in any conversion from other NYC attractions, we estimate the potential demand for the new WTC observation deck to be between 3.5 and 4.0 million visitors per year. This represents a fairly conservative scenario on our part. We believe that the observatory could in fact reach between 4.5 and 5.0 million visitors per year under a more optimistic scenario. In spite of this possibility, we are using financial forecasts based on a conservative 3.5 million visitors per year in order to ensure long-term sustainability of the business model and to implement an efficient financial structure.
Capacity:			
Opening Days Per Week	7 days	na	Market standard (comparable to ESB and Top of the Rock)
Daily Opening	16 hours	na	Market standard (comparable to ESB and Top of the Rock)
Elevator Capacity (per car)	20 vis.	na	Source: Owner
Number of Cars	5	na	Source: Owner
Round Trip Time	4 minutes	na	Source: Owner
Implied Capacity (per year)	**8,760,000 vis.**	na	
Realized Percentage of Capacity	40.0%	na	
Average Ticket Price:			
Ticket Price - 100 Sights	A: $25.00 / Y: $20.00 / T: $15.00	1.0%	
Ticket Price - 102 Stories	A: $45.00 / Y: $36.00 / T: $27.00	1.0%	Based on a pricing comparable analysis (NYC, US and Canadian comparable towers). See worksheet "Assumptions", section "Investment and Revenue Opportunities" for full details. A: Adult / Y: Youth / T: Tours
Ticket Price - Straight UP 100 Sights	A: $50.00 / Y: $50.00 / T: $50.00	1.0%	
Ticket Price - Straight UP 102 Stories	A: $90.00 / Y: $90.00 / T: $90.00	1.0%	
Ticket Price - Double UP	A: $62.50 / Y: $50.00 / T: $37.50	1.0%	
Weighting	A: 65.0% / Y: 25.0% / T: 10.0%		Assumption based on Proposer's experience in the industry
Average Ticket Price - ALL	**$29.99**	**1.0%**	Revenues inflation of 1% per year / Costs inflation of 3% per year (general prudent rule)
Conversions:			
Conversion to 102 Stories	20.00%	na	Packages proposed in the business plan
Conversion to Straight UP 100 Sights	2.00%	na	
Conversion to Straight UP 102 Stories	2.00%	na	
Conversion to Double UP (access to both exp.)	5.00%	na	
Annual Membership:			
365 360 Annual Membership	$150.00	1.0%	Assumptions based on Proposer's experience in the industry Revenues inflation of 1% per year
Conversion to Annual Membership	0.50%	na	
Fees:			
Credit Card Fee	2.25%	na	Assumptions based on Proposer's experience in the industry
Credit Card Transactions	75.00%	na	

FOOD & BEVERAGE REVENUES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Lounge:			
Seating Cap.	80	na	Assumptions based on Proposer's experience in the industry Revenues inflation of 1% per year
Turnover	0.5 hour(s)	na	
Average Tab	$13.00	na	
Av. Daily Covers	1,845	na	
Average Revenue Per visitor	**$2.50**	**1.0%**	
High-End Restaurant:			
Seating Cap.	140	na	Assumptions based on Proposer's experience in the industry Revenues inflation of 1% per year
Turnover	2 hour(s)	na	
Average Tab	$58.77	na	
Av. Daily Covers	737	na	
Average Revenue Per visitor	**$4.52**	**1.0%**	
Cafeteria-Style:			
Average Tab	$4.00	na	Assumptions based on Proposer's experience in the industry Revenues inflation of 1% per year
Av. Daily Covers	646	na	
Average Revenue Per visitor	**$0.27**	**1.0%**	
Catering:			
Average Tab	$2,893		Assumptions based on Proposer's experience in the industry Revenues inflation of 1% per year
Av. Daily Covers	2	na	
Average Revenue Per visitor	**$0.60**	**1.0%**	
Total Average F&B Revenues Per Visitor	**$7.89**	**1.0%**	

OTHER REVENUES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Average Retail Revenue Per Visitor	$7.50	1.0%	Assumptions based on Proposer's experience in the industry Revenues inflation of 1% per year
Special Events Revenue Per Year	$2,000,000	1.0%	
Average Photo & Video Revenue Per Visitor	$3.00	1.0%	

GUARANTEED AND RECOUPABLE RENT:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Until 2017:			
Guaranteed Rent to Owner (per year)	$20,000,000	0.0%	Minimum rent paid to the owner
Prepaid	1 year	na	Guaranteed rent paid in advance
Additional Rent - Elevations Revenues	35.0% of revenues	na	% of Elevation Revenues paid in additional rent (Guaranteed Rent recouped)
Additional Rent - F&B Revenues	8.0% of revenues	na	% of F&B Revenues paid in additional rent (Guaranteed Rent recouped)
Additional Rent - Retail Revenues	20.0% of revenues	na	% of Retail Revenues paid in additional rent (Guaranteed Rent recouped)
Total Additional Rent Paid in 2015	$27,371,408	0.0%	Result of the 3 preceding assumptions
Total Rent in 2015	**$47,371,408**		
Post-2017:			
Guaranteed Rent to Owner increased to:	70% of prior year total rent	na	Guaranteed Rent is increased after 3 years to facilitate Owner's refinancing
Guaranteed Rent to Owner in 2018:	$33,491,586	0.0%	
Additional Rent - Elevations	31.5% of revenues	na	
Additional Rent - F&B	7.2% of revenues	na	Additional rent is slightly reduced after 3 years
Additional Rent - Retail	18.0% of revenues	na	
Total Additional Rent Paid in 2018:	$10,434,542.76	na	
Total Rent in 2018:	**$43,926,128.49**		
Total Value to Owner Over 15 Years:			
NPV of Guaranteed Rent Payments - WACC of 7.5%	$260,549,022	na	Net Present Value of Guaranteed Rent paid to owner over the term of the project
NPV of Additional Rent Payments - WACC of 10.0%	$120,690,402	na	Net Present Value of Additional Rent paid to owner over the term of the project
Total Present Value to Owner Over 15 Years:	**$381,239,424**	na	Total Net Present Value Paid to Owner

COSTS OF GOOD SOLD:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Retail COGS (% of Revenues)	40.0%	na	Assumptions based on Proposer's experience in the industry
F&B COGS (% of Revenues)	29.7%	na	
Photo & Video COGS (% of Revenues)	50.0%	na	
Special Event Rental (% of Revenues)	25.0%	na	

HUMAN RESOURCES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Full-time Employees	31 employees		Permanent team to be put in place (See worksheet "Assumptions" for full list and details)
Total Full-Time Salaries per Year	$3,209,204	3.0%	Costs inflation of 3% per year
Hourly Employees	300 employees		100 employees / functions working at all times x the number of shifts
Number of Shifts per Day	3 shifts		Market standard
Total Hourly Salaries per Year	$14,792,301	3.0%	Costs inflation of 3% per year
Payroll Taxes and Fringe	35.0%		Market standard
Total Number of Employees	**331 employees**		
Total HR Costs	**$24,302,032**		See worksheet "Assumptions", section "Operations and Staffing" for full details

IV. a. Pro Forma Assumptions

OPERATING EXPENSES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Observatory:			
Marketing and Advertising	$7,500,000	3.0%	
Management Fee - Observatory	$500,000	3.0%	
Insurances	$1,500,000	3.0%	
Leasehold Improvements	$500,000	3.0%	
Professionnal Services	$500,000	3.0%	Budget based on Proposer's experience in the industry Costs inflation of 3% per year
Security	$250,000	3.0%	
Utilities	$600,000	3.0%	
Maintenance and Repair	$1,000,000	3.0%	
Others	$500,000	3.0%	
Food & Beverages:			
Marketing - F&B	$500,000	3.0%	Budget based on Proposer's experience in the industry Costs inflation of 3% per year
Management Fee - F&B	$1,000,000	3.0%	
Retail:			
Marketing - Retail	$500,000	3.0%	Budget based on Proposer's experience in the industry Costs inflation of 3% per year
Management Fee - Retail	$1,000,000	3.0%	
Content:			
Content Development Direct Costs	$500,000	3.0%	
Content Licensing	$540,000	3.0%	Budget based on Proposer's experience in the industry Costs inflation of 3% per year
Management Fee - Content Dev.	$500,000	3.0%	

ALLOCATED BUILDING EXPENSES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
PILOT	$7.50	3.0%	PSF, increasing at 3% annual growth rate
Sitewide Common Area Maintenance	$3.00	3.0%	PSF, increasing at 3% annual growth rate
Business Improvement District (BID)	$0.15	3.0%	PSF, increasing at 3% annual growth rate

OTHER EXPENSES:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Corporate Income Taxes	0.0%	na	Fiscally-transparent structure to be put in place. Taxation at Partners / Owner level.
Amortization Period - Infrastructure	15 years	na	Market standard
Amortization - Equipment and Other	5 years	na	Market standard

FINANCING:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Common Shares	**$0**	**na**	5.0 million promoter shares issued to gsmprjct° as project promoter.
Preferred Shares A	**$20,000,000**	**na**	
gsmprjct	$5,000,000	na	$20.0 million raised from the 4 partners in the project in Preferred Shares A **Detailed shareholding assumptions presented in the III.e. CapStructure worksheet**
BASE	$5,000,000	na	
USHG	$5,000,000	na	
Condé Nast	$5,000,000	na	
Preferred Shares B	**$10,000,000**	**na**	$10.0 million raised from a 5th equity partner in Preferred Shares B
TOTAL EQUITY	**$30,000,000**	**na**	**Approx. 1/3 of the financing raised in equity**
Revolving Facility (plug)	$15,724,750	na	$40.0 milllion of Senior Debt is being raised. Discussions undergoing with various partners. Indications of interest expected very shortly. **Detailed assumptions presented in the I. Assumptions worksheet**
CL / Senior Debt A	$25,000,000	na	
CL / Senior Debt B	$0	na	
SENIOR DEBT	**$40,724,750**	**na**	$25.0 million raised in Subordinated Debt or Mezzanine Debt. Again, discussions with various partners are being held. Indications of interest expected very shortly. **Detailed assumptions presented in the I. Assumptions worksheet**
Sub. Debt / Mezz.	$25,000,000	na	
TOTAL DEBT	**$65,724,750**	**na**	
TOTAL	**$95,724,750**	**na**	

DISTRIBUTIONS:	VALUE:	INFLATION:	SOURCE / DESCRIPTION OF ASSUMPTIONS:
Dividends:			
Common Shares	0.0%	na	No dividend to promoter shares
Preferred Shares A	12.0%	na	Dividend to Preferred Shares A holders
Preferred Shares B	8.0%	na	Dividend to Preferred Shares B holders
Excess Cash Flows Distributions:			
Total Distrinutions	75.0%	na	Distribution of the excess cash-flows (post CAPEX and payments to Owner, debt holders and preferred dividends) made to shareholders pro-rata their participation. **Full details presented in the II. SUMMARY and III. PROFORMA worksheets.**

IV. b. Fitout Costs

		Observation Deck		
		Budget	**per GSF**	**Description**
Hard Costs				
Trade Costs				
Foundations		$1,386,779		Modifications to Concrete Slabs and Addition of Mezz at 102
Interior Construction		$4,780,103		Interior fitout and finishes
Conveyor		$360,577		Conveyor system at 102
Mechanical				
Plumbing		$120,433		Additional Washrooms and F&B
Fire Protection		$327,043		
HVAC		$1,329,577		
Electrical		$910,667		
Equipment		$126,923		Various Equipment
Escalator relocation at 100		$132,692		
Other		$86,538		
Total Trade Costs		**$9,561,332**		
Contingency at [x]%	15.00%	$1,434,200		
Total Hard Costs		**$10,995,532**		

FF&E	**Budget**	**per GSF**	**Description**
AV Equipment	$3,262,844		
Exterior Signage	$86,538		
Ticketing and counter	$429,923		Ticketing system and B2 ticketing counter
Retail	$621,635		Retail Fitout
AV retail	$41,683		Audio-Visual Equipment in Retail Area
Security & Scanning Equipment	$2,957,827		At B2
Elevator Cabs Fitout	$497,596		Interior Fitout of cabs
Elevator Cabs AV Equipment	$730,788		Multimedia System in Cabs
Exhibit Components	$5,863,673		
F&B	$9,370,385		Complete (F.O.H and B.O.H.) Fitout
AV Content Production	$5,120,490		
Tell:scopes™	$1,846,154		Electronic Telescopes
Contingency at [x]% 15.00%	$4,624,430		
Total FF&E	**$35,453,966**		

Soft Costs	**Budget**	**per GSF**	**Description**
Pre-Construction Services Fee			
Architect	$769,687		
MEP	$268,772		
Structural	$22,000		
Interior Design	$717,015		
ContentExhibit Design	$1,759,102		
Elevator Consultant	$62,000		
Acoustic Consultant	$97,000		
Code Consultant	$93,000		
AV/Sound Consultant	$605,297		
Security Consultant	$87,000		
Network Integrator Consultant	$58,000		
LEED Program	$275,000		
Project Management	$1,161,237		
O.H. and Administration	$1,677,499		
Marketing & Advertising	$869,565		
Art Installation at B2	$869,565		
Soft Cost Contingency at [x]% 15.00%	$1,408,761		
Total Soft Costs	**$10,800,501**		

TOTAL COSTS	**$57,250,000**

One WTC Observation Deck

IV. c. Sources and Uses of Funds

SOURCES	2013	2014	TOTAL	%
Common Shares	**$0**	**$0**	**$0**	**0.0%**
Preferred Shares A	**$20,000,000**	**$0**	**$20,000,000**	**20.9%**
gsmprjct°	$5,000,000	$0	$5,000,000	5.2%
BASE	$5,000,000	$0	$5,000,000	5.2%
USHG	$5,000,000	$0	$5,000,000	5.2%
Condé Nast	$5,000,000	$0	$5,000,000	5.2%
Preferred Shares B	**$0**	**$10,000,000**	**$10,000,000**	**10.4%**
TOTAL EQUITY	**$20,000,000**	**$10,000,000**	**$30,000,000**	**31.3%**
Revolving Facility (plug)	$4,827,000	$10,897,750	**$15,724,750**	16.4%
CL / Senior Debt A	$0	$25,000,000	**$25,000,000**	26.1%
CL / Senior Debt B	$0	$0	**$0**	0.0%
SENIOR DEBT	**$4,827,000**	**$35,897,750**	**$40,724,750**	**42.5%**
Sub. Debt / Mezz.	$0	$25,000,000	**$25,000,000**	26.1%
TOTAL DEBT	**$4,827,000**	**$60,897,750**	**$65,724,750**	**68.7%**
Total Sources	**$24,827,000**	**$70,897,750**	**$95,724,750**	**100.0%**

USES	2013	2014	TOTAL	%
Obs. Deck - Infrastructure	$17,680,000	$26,520,000	$44,200,000	46.2%
Obs. Deck - Equipment	$4,420,000	$6,630,000	$11,050,000	11.5%
Marketing, PR, Website, etc.	$400,000	$600,000	$1,000,000	1.0%
Art Installation	$400,000	$600,000	$1,000,000	1.0%
Total Investment	**$22,900,000**	**$34,350,000**	**$57,250,000**	**59.8%**
Reserve	$1,500,000	$2,000,000	$3,500,000	3.7%
Prepaid Rent	$0	$20,000,000	$20,000,000	20.9%
Pre-Op. OPEX	$0	$13,500,000	$13,500,000	14.1%
Transaction Expenses	$427,000.00	$1,047,750.00	$1,474,750	1.5%
Total Uses	**$24,827,000**	**$70,897,750**	**$95,724,750**	**100.0%**

IV. d. Financial Partners:

Equity and Debt Providers:

7.10

EQUITY PARTNERS:	INVESTMENT:	KEY PERSON & CONTACT DETAILS:
gsmprjct° (backed by XPND Capital)	**$5 million Preferred Shares A 35.3% shareholding** (including 5 million promoter shares)	**Yves Mayrand, Co-President:** +1 514 288 4233 / yves.mayrand@gsmprjct.com **Vincent Brie, Co-President:** +1 514 288 4233 / vincent.brie@gsmprjct.com 777, de la Commune Street West, Suite 200, Montreal, Quebec, H3C 1Y1, CANADA
XPND Capital		**Alexandre Taillefer, Managing Partner:** +1 514 569 0696 / ataillefer@xpnd.com **Dominic Becotte, Partner:** +1.514.802.0453 / dbecotte@xpnd.com 777 de la Commune Street West, Suite 130, Montreal, Quebec, H3C 1Y1, CANADA
Claridge Investment		**Pierre Boivin, CEO:** +1 514 878 5200 / PBoivin@claridgeinc.com **Frederic Martel, Vice President:** +1 514 878 5200 / FredericMartel@claridgeinc.com 1170 Peel Street, Montreal, QC H3B 4P2, CANADA
BASE Entertainment	**$5 million Preferred Shares A 17.6% shareholding**	**Scott Zeiger, Co-CEO:** +1 212 812 3850 / scott@baseentertainment.com **Brian Becker, Co-CEO:** +1 212 812 8340 / brian@baseentertainment.com 156 West 56th street, Suite 1102, New York, New York, 10019, USA
Union Square Hospitality Group	**$5 million Preferred Shares A 17.6% shareholding**	**Ronald Parker, Managing Partner:** + 1 646 747 7223 / rparker@unionsquareevents.com 640 West 28th Street, 8th Floor, New York, New York 10001, USA
Condé Nast	**$5 million Preferred Shares A 17.6% shareholding**	**John Bellando, CFO:** +1 212 286 2860 / John_Bellando@condenast.com 4 Times Square, New York, New York, 10036, USA
Fonds Capital Culture Québec	**$10 million Preferred B Shares 11.8% shareholding**	**André Provencher, CEO:** +1 514 940 6820 / andre.provencher@me.com 215, Saint-Jacques Street, Montreal, Quebec, H2Y 1M6, CANADA
Investissement Québec **In discussion**		**Andre Petitclerc**, Senior Vice-President, Business Development +1 514 876 9399 / andre.petitclerc@invest-quebec.com 600 de la Gauchetiere Ouest, suite 1500, Montreal, Quebec, H3B 4L8, CANADA
Caisse de Dépôt et Placement du Quebec **In discussion**		**David Petrie, Director - Private Equity:** +1 514 847 2863 / dpetrie@lacaisse.com 1000, Place Jean-Paul-Riopelle, Montreal, Quebec, H2Z 2B3, CANADA

BANK:	INVESTMENT:	KEY PERSON & CONTACT DETAILS:
HSBC **In advanced discussion**	**$40 million Senior Debt + $25 million Sub. Debt**	**Jean Gagne, Senior Account Manager:** +1 514 285 8617 / jean.x.gagne@hsbc.ca 2001, McGill College, Suite 200, Montreal, Quebec, H3A 1G1, CANADA
City National Bank **In discussion**		**Boris L. Gluzberg, Vice President:** +1 917 322 5255 / boris.gluzberg@cnb.com 400 Park Ave, Seventh Floor, New York, New York, 10022, USA
Business Development Bank of Canada **In discussion**		**Benoit Mignacco, Sub. Debt Director:** +1 514 283 1709 / Benoit.MIGNACCO@bdc.ca 5 Place Ville Marie #300, Montreal, Quebec, H3B 5E7, CANADA
Other Institutions Approached **Waiting for feedback**		**In Canada:** CIBC, Bank of Montreal, TD Group, and Scotia Bank **In the US:** Bank of America and Fortress

Project Promoters Investment

	Investment			Equity / PF:			Debt / Mezz.:		Total Financing:		Enterprise Value:	
	Equity / PF:	Debt / Mezz.:	Per Share Value:	Basic Shares:	Equity / PF Value:	%	Debt / Mezz.:	%	Total	%	Total	%
gsmprjct°	$0	$0	$0.00	5,000,000	$0	100.0%	$0	na	$0	na	$0	na
BASE	$0	$0	$0.00	0	$0	0.0%	$0	na	$0	na	$0	na
Condé Nast	$0	$0	$0.00	0	$0	0.0%	$0	na	$0	na	$0	na
USHG	$0	$0	$0.00	0	$0	0.0%	$0	na	$0	na	$0	na
Equity Investor	$0	$0	$0.00	0	$0	0.0%	$0	na	$0	na	$0	na
Senior Debt Holder	$0	$0	$0.00	0	$0	0.0%	$0	na	$0	na	$0	na
Mezz. / Sub. Debt Holder	$0	$0	$0.00	0	$0	0.0%	$0	na	$0	na	$0	na
Total	**$0**	**$0**		**5,000,000**	**$0**	**100.0%**	**$0**	**na**	**$0**	**na**	**$0**	**na**

Partners Investment

	Investment			Equity / PF:			Debt / Mezz.:		Total Financing:		Enterprise Value:	
	Equity / PF:	Debt / Mezz.:	Per Share Value:	Basic Shares:	Equity / PF Value:	%	Debt / Mezz.:	%	Total	%	Total	%
gsmprjct°	$5,000,000	$0	$1.00	10,000,000	$10,000,000	40.0%	$0	na	$5,000,000	25.0%	$10,000,000	40.0%
BASE	$5,000,000	$0	$1.00	5,000,000	$5,000,000	20.0%	$0	na	$5,000,000	25.0%	$5,000,000	20.0%
Condé Nast	$5,000,000	$0	$1.00	5,000,000	$5,000,000	20.0%	$0	na	$5,000,000	25.0%	$5,000,000	20.0%
USHG	$5,000,000	$0	$1.00	5,000,000	$5,000,000	20.0%	$0	na	$5,000,000	25.0%	$5,000,000	20.0%
Equity Investor	$0	$0	$1.00	0	$0	0.0%	$0	na	$0	0.0%	$0	0.0%
Senior Debt Holder	$0	$0	$1.00	0	$0	0.0%	$0	na	$0	0.0%	$0	0.0%
Mezz. / Sub. Debt Holder	$0	$0	$1.00	0	$0	0.0%	$0	na	$0	0.0%	$0	0.0%
Total	**$20,000,000**	**$0**		**25,000,000**	**$25,000,000**	**100.0%**	**$0**	**na**	**$20,000,000**	**100.0%**	**$25,000,000**	**100.0%**

Equity Investor

	Investment			Equity / PF:			Debt / Mezz.:		Total Financing:		Enterprise Value:	
	Equity / PF:	Debt / Mezz.:	Per Share Value:	Basic Shares:	Equity / PF Value:	%	Debt / Mezz.:	%	Total	%	Total	%
gsmprjct°	$0	$0	$3.00	10,000,000	$30,000,000	35.3%	$0	na	$5,000,000	16.7%	$30,000,000	35.3%
BASE	$0	$0	$3.00	5,000,000	$15,000,000	17.6%	$0	na	$5,000,000	16.7%	$15,000,000	17.6%
Condé Nast	$0	$0	$3.00	5,000,000	$15,000,000	17.6%	$0	na	$5,000,000	16.7%	$15,000,000	17.6%
USHG	$0	$0	$3.00	5,000,000	$15,000,000	17.6%	$0	na	$5,000,000	16.7%	$15,000,000	17.6%
Equity Investor	$10,000,000	$0	$3.00	3,333,333	$10,000,000	11.8%	$0	na	$10,000,000	33.3%	$10,000,000	11.8%
Senior Debt Holder	$0	$0	$3.00	0	$0	0.0%	$0	na	$0	0.0%	$0	0.0%
Mezz. / Sub. Debt Holder	$0	$0	$3.00	0	$0	0.0%	$0	na	$0	0.0%	$0	0.0%
Total	**$10,000,000**	**$0**		**28,333,333**	**$85,000,000**	**100.0%**	**$0**	**na**	**$30,000,000**	**100.0%**	**$85,000,000**	**100.0%**

Debt Financing

	Investment			Equity / PF:			Debt / Mezz.:		Total Financing:		Enterprise Value:	
	Equity / PF:	Debt / Mezz.:	Per Share Value:	Basic Shares:	Equity / PF Value:	%	Debt / Mezz.:	%	Total	%	Total	%
gsmprjct°	$0	$0	$3.00	10,000,000	$30,000,000	35.3%	$0	0.0%	$5,000,000	5.3%	$30,000,000	20.0%
BASE	$0	$0	$3.00	5,000,000	$15,000,000	17.6%	$0	0.0%	$5,000,000	5.3%	$15,000,000	10.0%
Condé Nast	$0	$0	$3.00	5,000,000	$15,000,000	17.6%	$0	0.0%	$5,000,000	5.3%	$15,000,000	10.0%
USHG	$0	$0	$3.00	5,000,000	$15,000,000	17.6%	$0	0.0%	$5,000,000	5.3%	$15,000,000	10.0%
Equity Investor	$0	$0	$3.00	3,333,333	$10,000,000	11.8%	$0	0.0%	$10,000,000	10.5%	$10,000,000	6.7%
Senior Debt Holder	$0	$40,000,000	$3.00	0	$0	0.0%	$40,000,000	61.5%	$40,000,000	42.1%	$40,000,000	26.7%
Mezz. / Sub. Debt Holder	$0	$25,000,000	$3.00	0	$0	0.0%	$25,000,000	38.5%	$25,000,000	26.3%	$25,000,000	16.7%
Total	**$0**	**$65,000,000**		**28,333,333**	**$85,000,000**	**100.0%**	**$65,000,000**	**100.0%**	**$95,000,000**	**100.0%**	**$150,000,000**	**100.0%**

IV. e. Capacity Assumptions

WEEKEND DAILY THROUGHPUT

	%	*Projected Demand*	*Accommodated Demand*	*Excess Demand*
8am - 9am	3.0%	604 vis.	622 vis.	00 vis.
9am - 10am	5.0%	1,007 vis.	1,037 vis.	00 vis.
10am - 11am	8.0%	1,611 vis.	1,659 vis.	00 vis.
11am - 12pm	10.0%	2,014 vis.	2,074 vis.	00 vis.
12pm - 1pm	12.0%	2,416 vis.	2,488 vis.	00 vis.
1pm - 2pm	12.0%	2,416 vis.	2,488 vis.	00 vis.
2pm - 3pm	10.0%	2,014 vis.	2,074 vis.	00 vis.
3pm - 4pm	8.0%	1,611 vis.	1,659 vis.	00 vis.
4pm - 5pm	7.0%	1,410 vis.	1,452 vis.	00 vis.
5pm - 6pm	6.0%	1,208 vis.	1,244 vis.	00 vis.
6pm - 7pm	5.0%	1,007 vis.	1,037 vis.	00 vis.
7pm - 8pm	4.0%	805 vis.	829 vis.	00 vis.
8pm - 9pm	4.0%	805 vis.	829 vis.	00 vis.
9pm - 10pm	3.0%	604 vis.	622 vis.	00 vis.
10pm - 11pm	2.0%	403 vis.	415 vis.	00 vis.
11pm - 12am	1.0%	201 vis.	207 vis.	00 vis.
Total	**100.0%**	**20,137 vis.**	**20,736 vis.**	**00 vis.**
10am - 4pm	60.0%	12,082 vis.	12,442 vis.	00 vis.

WEEKDAY DAILY THROUGHPUT

	%	*Projected Demand*	*Accommodated Demand*	*Excess Demand*
8am - 9am	3.0%	161 vis.	622 vis.	00 vis.
9am - 10am	5.0%	268 vis.	1,037 vis.	00 vis.
10am - 11am	8.0%	430 vis.	1,659 vis.	00 vis.
11am - 12pm	10.0%	537 vis.	2,074 vis.	00 vis.
12pm - 1pm	12.0%	644 vis.	2,488 vis.	00 vis.
1pm - 2pm	12.0%	644 vis.	2,488 vis.	00 vis.
2pm - 3pm	10.0%	537 vis.	2,074 vis.	00 vis.
3pm - 4pm	8.0%	430 vis.	1,659 vis.	00 vis.
4pm - 5pm	7.0%	376 vis.	1,452 vis.	00 vis.
5pm - 6pm	6.0%	322 vis.	1,244 vis.	00 vis.
6pm - 7pm	5.0%	268 vis.	1,037 vis.	00 vis.
7pm - 8pm	4.0%	215 vis.	829 vis.	00 vis.
8pm - 9pm	4.0%	215 vis.	829 vis.	00 vis.
9pm - 10pm	3.0%	161 vis.	622 vis.	00 vis.
10pm - 11pm	2.0%	107 vis.	415 vis.	00 vis.
11pm - 12am	1.0%	54 vis.	207 vis.	00 vis.
Total	**100.0%**	**5,370 vis.**	**20,736 vis.**	**00 vis.**
10am - 4pm	60.0%	3,222 vis.	12,442 vis.	00 vis.

THRESHOLD ASSUMPTIONS

Elevator Capacity:

Opening Days Per Week	7 days
Daily Opening	16 hours
Elevator Capacity (per car)	20 vis.
Number of Cars	5
Round Trip Time	4 minutes
Elevator Capacity per Hour	**1,500 vis.**
Elevator Capacity per Day	**24,000 vis.**
Elevator Capacity per Year	**8,760,000 vis.**

Security Capacity:

Number of X-ray Machines	4 machines
Processing Time (sec per visitor)	10 seconds
Visitors per minute per machine	6 visitors
Visitors per hour per machine	360 visitors
Security Capacity per Hour	**1,440 vis.**
Security Capacity per Day	**23,040 vis.**
Security Capacity per Year	**8,409,600 vis.**

Physical Capacity:**

	100th Floor	102nd Floor*
Maximum Instant Capacity	480 visitors	140 visitors
Avg Visitor Length of Stay (mins)	30 minutes	25 minutes
Physical Capacity per Hour	**960 vis.**	**336 vis.**
Physical Capacity per Day	**15,360 vis.**	**5,376 vis.**
Physical Capacity per Year	**5,606,400 vis.**	**1,962,240 vis.**
Percentage	74.1%	25.9%

TOTAL Physical Capacity per Hour	**1,296 vis.**
TOTAL Physical Capacity per Day	**20,736 vis.**
TOTAL Physical Capacity per Year	**7,568,640 vis.**

Notes:
* 102nd floor is the 102 Stories Experience. Capacity is limited by the number of visitors of the experience.
** 101st floor is the F&B area. It does not affect throughput as the visitors are the same as the 100th and 102nd visitors.

SUMMARY

Accommodated Demand - Weekends		20,736
Weekend days per week		2 days
Accommodated Demand - Weekdays		20,736
Weekdays per week		5 days
Assumed Visitors Per Year		**3,500,000 vis.**
Weekend Visits	60.0%	**2,100,000 vis.**
Weekday Visits	40.0%	**1,400,000 vis.**
	100.0%	

Av. Daily Visitors (linear)	**9,589 vis.**
Av. Daily Visitors per Weekend	**20,137 vis.**
Av. Daily Visitors per Weekday	**5,370 vis.**

IV. g. Stacking Plan

Use			Height		Area			
Floor #	Elevat. Bank	Program	Floor Heights	Floor to Floor	(G) Gross Floor Area (GSF)	(D) Core Deduction	(U) Useable Area U=G-D	(E) Efficiency E=U/G
102	J	102 Stories	1268'-4"	25'-0"	26,569	5,418	21,151	79.6%
101	J	Food and Beverage Area	1254'-2"	14'-2"	19,755	5,408	14,347	72.6%
100	J	100 Sights	1241'-8"	12'-6"	27,744	5,397	22,347	80.5%
Total Observation Deck Area					**74,068**	**16,223**	**57,845**	78.1%
Ground		Lobby and Retail Area	311'-2"	55'-2"	9,938	2,684	7,254	73.0%
B-2		Entrance	284'-0"	14'-0"	35,790	9,663	26,127	73.0%
Total Lobby & Back-of-House Area					**45,728**	**12,347**	**33,381**	73.0%
TOTAL					**119,796**	**28,570**	**91,226**	76.15%

V. Calculation Worksheets

V. a. Financing

Equity

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
SHAREHOLDING:																	
Common Shares (#)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Common Shares (%)	20.0%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Preferred Shares A (#)	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000
Preferred Shares A (%)	80.0%	70.6%	70.6%	70.6%	70.6%	70.6%	70.6%	70.6%	70.6%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
gsmprjct° (#)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
gsmprjct° (%)	20.0%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
BASE (#)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
BASE (%)	20.0%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
USHG (#)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
USHG (%)	20.0%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Condé Nast (#)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Condé Nast (%)	20.0%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	17.6%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Preferred Shares B	0	3,333,333	3,333,333	3,333,333	3,333,333	3,333,333	3,333,333	3,333,333	3,333,333	0	0	0	0	0	0	0	0
Preferred Shares B (%)	0.0%	11.8%	11.8%	11.8%	11.8%	11.8%	11.8%	11.8%	11.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	25,000,000	28,333,333	28,333,333	28,333,333	28,333,333	28,333,333	28,333,333	28,333,333	28,333,333	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000
COMMON SHARES:																	
Opening		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Issuance in 2013	$0	$0															
Issuance in 2014	$0	$0															
Additional Issuance / Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ending:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Dividends - Starting in 2015	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Cash Dividends	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Accrued Dividends	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Accrued Payments	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Share of Excess Cash Distributions	**$0**	**$0**	**$1,787,857**	**$4,411,843**	**$3,307,503**	**$5,483,289**	**$6,051,367**	**$6,855,430**	**$7,033,930**	**$3,203,309**	**$7,419,040**	**$8,262,794**	**$8,359,291**	**$8,261,147**	**$8,107,150**	**$7,931,974**	**$12,774,122**
PREFERRED SHARES A:																	
Opening		$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000
Issuance in 2013	$20,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Issuance in 2014	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Additional Issuance / Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ending:	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$20,000,000**
Dividends - Starting in 2015	**$0**	**$0**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**	**$2,400,000**
Cash Dividends	*$0*	*$0*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*	*$2,400,000*
Accrued Dividends	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Accrued Payments	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Share of Excess Cash Distributions	**$0**	**$0**	**$7,151,429**	**$17,647,374**	**$13,230,013**	**$21,933,156**	**$24,205,468**	**$27,421,719**	**$28,135,719**	**$12,813,235**	**$29,676,159**	**$33,051,176**	**$33,437,164**	**$33,044,590**	**$32,428,600**	**$31,727,897**	**$51,096,487**
PREFERRED SHARES B:																	
Opening		$0	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$0	$0	$0	$0	$0	$0	$0
Issuance in 2013	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Issuance in 2014	$0	$10,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Repayment / Repurchase in 2022	$0	$0	$0	$0	$0	$0	$0	$0	$0	($10,000,000)	$0	$0	$0	$0	$0	$0	$0
Ending:	**$0**	**$10,000,000**	**$10,000,000**	**$10,000,000**	**$10,000,000**	**$10,000,000**	**$10,000,000**	**$10,000,000**	**$10,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Dividends - Starting in 2015	**$0**	**$0**	**$800,000**	**$800,000**	**$800,000**	**$800,000**	**$800,000**	**$800,000**	**$800,000**	**$400,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Cash Dividends	*$0*	*$0*	*$800,000*	*$800,000*	*$800,000*	*$800,000*	*$800,000*	*$800,000*	*$800,000*	*$400,000*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Accrued Dividends	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Accrued Payments	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Share of Excess Cash Distributions	**$0**	**$0**	**$1,191,905**	**$2,941,229**	**$2,205,002**	**$3,655,526**	**$4,034,245**	**$4,570,287**	**$4,689,287**	**$2,135,539**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Buyback Added-Value Above Nominal (DCF)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$22,784,274**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

V. a. Financing

Valuation

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
FCF and PROJECT IRR:																	
Net Operating Profit	**-$427,000**	**-$16,611,249**	**$47,471,071**	**$47,050,914**	**$46,599,708**	**$50,997,021**	**$50,529,144**	**$50,027,253**	**$49,490,128**	**$48,916,510**	**$48,305,100**	**$47,654,558**	**$46,963,503**	**$46,230,510**	**$45,454,108**	**$44,632,781**	**$43,764,964**
Less: D&A	$0	$0	-$5,856,600	-$6,165,531	-$6,483,731	-$6,811,476	-$7,149,053	-$4,645,758	-$4,755,664	-$4,868,868	-$4,985,467	-$5,105,564	-$5,229,265	-$5,356,676	-$5,487,910	-$5,623,080	-$5,762,306
EBIT	**-$427,000**	**-$16,611,249**	**$41,614,471**	**$40,885,382**	**$40,115,978**	**$44,185,545**	**$43,380,091**	**$45,381,495**	**$44,734,464**	**$44,047,642**	**$43,319,632**	**$42,548,994**	**$41,734,239**	**$40,873,834**	**$39,966,199**	**$39,009,701**	**$38,002,658**
Less: Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Add Back: D&A	$0	$0	$5,856,600	$6,165,531	$6,483,731	$6,811,476	$7,149,053	$4,645,758	$4,755,664	$4,868,868	$4,985,467	$5,105,564	$5,229,265	$5,356,676	$5,487,910	$5,623,080	$5,762,306
Plus: Changes in Working Capital	$35,096	-$19,122,688	-$377,717	$43,889	-$13,446,102	$47,130	$48,828	$50,580	$52,387	$54,251	$56,174	$58,158	$60,204	$62,315	$64,492	$66,738	$33,560,639
Less: Investment and CAPEX	-$22,900,000	-$34,350,000	-$2,089,000	-$2,151,670	-$2,216,220	-$2,282,707	-$2,351,188	-$2,421,724	-$2,494,375	-$2,569,206	-$2,646,283	-$2,725,671	-$2,807,441	-$2,891,665	-$2,978,414	-$3,067,767	-$3,159,800
UNLEVERED FREE CASH FLOWS	**-$23,291,904**	**-$70,083,937**	**$45,004,354**	**$44,943,133**	**$30,937,387**	**$48,761,444**	**$48,226,784**	**$47,656,109**	**$47,048,140**	**$46,401,554**	**$45,714,991**	**$44,987,045**	**$44,216,266**	**$43,401,161**	**$42,540,186**	**$41,631,752**	**$74,165,804**
In % of Gross Revenues	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*	*na*
NPV of Remaining Cash-Flows Assuming:			**$425,039,309**	**$405,598,534**	**$398,997,060**	**$374,175,440**	**$348,399,182**	**$321,647,023**	**$293,897,705**	**$265,130,013**	**$235,322,823**	**$204,455,147**	**$172,506,190**	**$139,455,400**	**$105,282,539**	**$69,967,739**	**$69,967,739**
Previous Year Debt:			($65,777,091)	($41,428,571)	($32,857,143)	($24,285,714)	($15,714,286)	($7,142,857)	($3,571,429)	($0)	($0)	($0)	($0)	($0)	($0)	($0)	
Previous Year Cash:			$250,000	$3,627,064	$8,583,482	$6,497,506	$10,607,324	$11,680,360	$13,199,145	$13,536,312	$6,300,694	$12,615,066	$14,021,323	$14,182,152	$14,018,579	$13,761,917	
Equity Value:	**$0**	**$0**	**$359,512,217**	**$367,797,027**	**$374,723,399**	**$356,387,231**	**$343,292,220**	**$326,184,526**	**$303,525,422**	**$278,666,325**	**$241,623,517**	**$217,070,213**	**$186,527,513**	**$153,637,552**	**$119,301,118**	**$83,729,656**	**$69,967,739**

V. a. Financing

Debt

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
SENIOR DEBT A:																	
Opening		$0	$25,000,000	$20,000,000	$15,000,000	$10,000,000	$5,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Borrowing in 2013	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Borrowing in 2014	$0	$25,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Amortization starting 2015	$0	$0	($5,000,000)	($5,000,000)	($5,000,000)	($5,000,000)	($5,000,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bullet repayment in 2020	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ending:	**$0**	**$25,000,000**	**$20,000,000**	**$15,000,000**	**$10,000,000**	**$5,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Interests	**$0**	**$656,250**	**$1,181,250**	**$918,750**	**$656,250**	**$393,750**	**$131,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Cash Interests	*$0*	*$656,250*	*$1,181,250*	*$918,750*	*$656,250*	*$393,750*	*$131,250*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Capitalized Interests	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Capitalized Interests Payment	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
SENIOR DEBT B:																	
Opening		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Borrowing in 2013	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Borrowing in 2014	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Amortization starting 2015	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bullet repayment in 2020	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ending:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Interests	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Cash Interests	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Capitalized Interests	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Capitalized Interests Payment	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
SUB. DEBT / MEZZ.:																	
Opening		$0	$25,000,000	$21,428,571	$17,857,143	$14,285,714	$10,714,286	$7,142,857	$3,571,429	$0	$0	$0	$0	$0	$0	$0	$0
Borrowing in 2013	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Borrowing in 2014	$0	$25,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Amortization starting 2015	$0	$0	($3,571,429)	($3,571,429)	($3,571,429)	($3,571,429)	($3,571,429)	($3,571,429)	($3,571,429)	$0	$0	$0	$0	$0	$0	$0	$0
Bullet repayment in 2022	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ending:	**$0**	**$25,000,000**	**$21,428,571**	**$17,857,143**	**$14,285,714**	**$10,714,286**	**$7,142,857**	**$3,571,429**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Interests	**$0**	**$1,500,000**	**$2,785,714**	**$2,357,143**	**$1,928,571**	**$1,500,000**	**$1,071,429**	**$642,857**	**$214,286**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Cash Interests	*$0*	*$1,500,000*	*$2,785,714*	*$2,357,143*	*$1,928,571*	*$1,500,000*	*$1,071,429*	*$642,857*	*$214,286*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Capitalized Interests	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Capitalized Interests Payment	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*

V. b. Working Capital

Working Capital

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
RECEIVABLES:																	
F&B	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Retail	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
All Others	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
INVENTORY:																	
F&B	$0	$0	$157,161	$158,732	$160,320	$161,923	$163,542	$165,177	$166,829	$168,498	$170,183	$171,884	$173,603	$175,339	$177,093	$178,864	$180,652
Retail	$0	$0	$3,452,055	$3,486,575	$3,521,441	$3,556,656	$3,592,222	$3,628,144	$3,664,426	$3,701,070	$3,738,081	$3,775,461	$3,813,216	$3,851,348	$3,889,862	$3,928,760	$3,968,048
All Others																	
Total	**$0**	**$0**	**$3,609,215**	**$3,645,308**	**$3,681,761**	**$3,718,578**	**$3,755,764**	**$3,793,322**	**$3,831,255**	**$3,869,568**	**$3,908,263**	**$3,947,346**	**$3,986,819**	**$4,026,687**	**$4,066,954**	**$4,107,624**	**$4,148,700**
PAYABLES:																	
F&B	$0	$0	$714,642	$721,788	$729,006	$736,296	$743,659	$751,096	$758,607	$766,193	$773,855	$781,593	$789,409	$797,303	$805,276	$813,329	$821,462
Retail	$0	$0	$863,014	$871,644	$880,360	$889,164	$898,056	$907,036	$916,106	$925,267	$934,520	$943,865	$953,304	$962,837	$972,465	$982,190	$992,012
All Others	$35,096	$912,408	$2,566,251	$2,630,455	$2,696,458	$2,764,312	$2,834,071	$2,905,791	$2,979,530	$3,055,346	$3,133,302	$3,213,459	$3,295,882	$3,380,638	$3,467,796	$3,557,425	$3,649,600
Total	**$35,096**	**$912,408**	**$4,143,906**	**$4,223,887**	**$4,305,825**	**$4,389,772**	**$4,475,786**	**$4,563,923**	**$4,654,243**	**$4,746,807**	**$4,841,677**	**$4,938,917**	**$5,038,595**	**$5,140,778**	**$5,245,537**	**$5,352,945**	**$5,463,074**
PREPAID MINIMUM RENT:																	
Rent Expense	$0	$0	$20,000,000	$20,000,000	$20,000,000	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586
Rent Payment	$0	$20,000,000	$20,000,000	$20,000,000	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$33,491,586	$0
Total Prepaids	**$0**	**$20,000,000**	**$20,000,000**	**$20,000,000**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$33,491,586**	**$0**
DEFERRED INCOME TAXES:																	
Opening		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Income Taxe Expenses (Credit)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Income Taxes Paid	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Income Taxes	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

V. c. CAPEX and Investments

CAPEX, Fixed Assets and Depreciation

Numbers in US dollars	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
INFRASTRUCTURE INVESTMENTS:																	
Opening Book Value		$17,680,000	$44,200,000	$42,078,400	$39,922,618	$37,731,630	$35,504,379	$33,239,777	$30,936,704	$28,594,005	$26,210,492	$23,784,940	$21,316,088	$18,802,638	$16,243,250	$13,636,548	$10,981,111
New Investments	$17,680,000	$26,520,000	$884,000	$910,520	$937,836	$965,971	$994,950	$1,024,798	$1,055,542	$1,087,208	$1,119,825	$1,153,419	$1,188,022	$1,223,663	$1,260,373	$1,298,184	$1,337,129
Depreciation	$0	$0	($3,005,600)	($3,066,301)	($3,128,824)	($3,193,222)	($3,259,552)	($3,327,872)	($3,398,241)	($3,470,722)	($3,545,377)	($3,622,271)	($3,701,473)	($3,783,050)	($3,867,075)	($3,953,621)	($4,042,763)
Ending Book Value	**$17,680,000**	**$44,200,000**	**$42,078,400**	**$39,922,618**	**$37,731,630**	**$35,504,379**	**$33,239,777**	**$30,936,704**	**$28,594,005**	**$26,210,492**	**$23,784,940**	**$21,316,088**	**$18,802,638**	**$16,243,250**	**$13,636,548**	**$10,981,111**	**$8,275,477**
EQUIPMENT AND OTHERS INV.:																	
Opening Book Value		$5,220,000	$13,050,000	$11,404,000	$9,545,920	$7,469,398	$5,167,880	$2,634,616	$2,713,654	$2,795,064	$2,878,916	$2,965,283	$3,054,242	$3,145,869	$3,240,245	$3,337,453	$3,437,576
New Investments	$5,220,000	$7,830,000	$1,205,000	$1,241,150	$1,278,384	$1,316,736	$1,356,238	$1,396,925	$1,438,833	$1,481,998	$1,526,458	$1,572,252	$1,619,419	$1,668,002	$1,718,042	$1,769,583	$1,822,671
Depreciation	$0	$0	($2,851,000)	($3,099,230)	($3,354,907)	($3,618,254)	($3,889,502)	($1,317,887)	($1,357,423)	($1,398,146)	($1,440,090)	($1,483,293)	($1,527,792)	($1,573,626)	($1,620,835)	($1,669,460)	($1,719,543)
Ending Book Value	**$5,220,000**	**$13,050,000**	**$11,404,000**	**$9,545,920**	**$7,469,398**	**$5,167,880**	**$2,634,616**	**$2,713,654**	**$2,795,064**	**$2,878,916**	**$2,965,283**	**$3,054,242**	**$3,145,869**	**$3,240,245**	**$3,337,453**	**$3,437,576**	**$3,540,703**

V. c. CAPEX and Investments

Infrastucture Investment Amortization Schedule

Numbers in US dollars		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Amortization Period	**15 years**																	
Starting in:	**2015**																	
	New CAPEX																	
2013	$17,680,000			$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667	$1,178,667
2014	$26,520,000			$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000	$1,768,000
2015	$884,000			$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933	$58,933
2016	$910,520				$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701	$60,701
2017	$937,836					$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522	$62,522
2018	$965,971						$64,398	$64,398	$64,398	$64,398	$64,398	$64,398	$64,398	$64,398	$64,398	$64,398	$64,398	$64,398
2019	$994,950							$66,330	$66,330	$66,330	$66,330	$66,330	$66,330	$66,330	$66,330	$66,330	$66,330	$66,330
2020	$1,024,798								$68,320	$68,320	$68,320	$68,320	$68,320	$68,320	$68,320	$68,320	$68,320	$68,320
2021	$1,055,542									$70,369	$70,369	$70,369	$70,369	$70,369	$70,369	$70,369	$70,369	$70,369
2022	$1,087,208										$72,481	$72,481	$72,481	$72,481	$72,481	$72,481	$72,481	$72,481
2023	$1,119,825											$74,655	$74,655	$74,655	$74,655	$74,655	$74,655	$74,655
2024	$1,153,419												$76,895	$76,895	$76,895	$76,895	$76,895	$76,895
2025	$1,188,022													$79,201	$79,201	$79,201	$79,201	$79,201
2026	$1,223,663														$81,578	$81,578	$81,578	$81,578
2027	$1,260,373															$84,025	$84,025	$84,025
2028	$1,298,184																$86,546	$86,546
2029	$1,337,129																	$89,142
Total		**$0**	**$0**	**$3,005,600**	**$3,066,301**	**$3,128,824**	**$3,193,222**	**$3,259,552**	**$3,327,872**	**$3,398,241**	**$3,470,722**	**$3,545,377**	**$3,622,271**	**$3,701,473**	**$3,783,050**	**$3,867,075**	**$3,953,621**	**$4,042,763**

Equipment and Other Investments Schedule

Numbers in US dollars		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Amortization period	**5 years**																	
Starting in:	**2015**																	
	New CAPEX																	
2013	$5,220,000			$1,044,000	$1,044,000	$1,044,000	$1,044,000	$1,044,000										
2014	$7,830,000			$1,566,000	$1,566,000	$1,566,000	$1,566,000	$1,566,000										
2015	$1,205,000			$241,000	$241,000	$241,000	$241,000	$241,000										
2016	$1,241,150				$248,230	$248,230	$248,230	$248,230	$248,230									
2017	$1,278,384					$255,677	$255,677	$255,677	$255,677	$255,677								
2018	$1,316,736						$263,347	$263,347	$263,347	$263,347	$263,347							
2019	$1,356,238							$271,248	$271,248	$271,248	$271,248	$271,248						
2020	$1,396,925								$279,385	$279,385	$279,385	$279,385	$279,385					
2021	$1,438,833									$287,767	$287,767	$287,767	$287,767	$287,767				
2022	$1,481,998										$296,400	$296,400	$296,400	$296,400	$296,400			
2023	$1,526,458											$305,292	$305,292	$305,292	$305,292	$305,292		
2024	$1,572,252												$314,450	$314,450	$314,450	$314,450	$314,450	
2025	$1,619,419													$323,884	$323,884	$323,884	$323,884	$323,884
2026	$1,668,002														$333,600	$333,600	$333,600	$333,600
2027	$1,718,042															$343,608	$343,608	$343,608
2028	$1,769,583																$353,917	$353,917
2029	$1,822,671																	$364,534
Total		**$0**	**$0**	**$2,851,000**	**$3,099,230**	**$3,354,907**	**$3,618,254**	**$3,889,502**	**$1,317,887**	**$1,357,423**	**$1,398,146**	**$1,440,090**	**$1,483,293**	**$1,527,792**	**$1,573,626**	**$1,620,835**	**$1,669,460**	**$1,719,543**

Output Tables

RFP Document Output

7.4

PROJECT INVESTMENTS:

	Net Area:	Investment Per Sq. Ft. :	Total Investment:
Lobby Area #1	12,057 sq.ft.	$844.43	$10,181,300
Lobby Area #2	1,167 sq.ft.	$1,500.00	$1,750,500
Retail Area (Lobby)	4,310 sq.ft.	$600.00	$2,586,000
100 Sights (100th floor)	16,012 sq.ft.	$850.00	$13,610,200
F&B Area (101st floor)	13,442 sq.ft.	$1,000.00	$13,442,000
102 Stories Area (102nd floor)	15,200 sq.ft.	$900.00	$13,680,000
Area Investments	**62,188 sq.ft.**	**$888.44**	**$55,250,000**
Marketing, PR, Website, etc.			$1,000,000
Art Installation			$1,000,000
Other Investments			**$2,000,000**
Total Project CAPEX:			**$57,250,000**
Reserve			$3,500,000
Prepaid Rent			$20,000,000
Pre-Opening Operating Expenses			$13,500,000
Transaction Expenses			$1,474,750
Prepaid Expenses			**$38,474,750**
TOTAL PROJECT INVESTMENT			**$95,724,750**

7.5

NYC & NON-NYC COMPARABLE TOWERS:

Ticketing Packages:	UP at the WTC	Empire State Building	Top of the Rock	Space Needle (Seattle)	CN Tower (Toronto)	Willis Tower (Chicago)	Chicago J. Hancock
Adult - 100 Sights	**$25.00**	$23.00	$25.00	$19.00	CAD 23.99	$17.50	$16.80
Youth - 100 Sights	**$20.00**	$17.00	$16.00	$12.00	CAD 21.99	$11.00	$11.20
Tours - 100 Sights	**$15.00**	na	na	$17.00	na	na	$0.00
Adult - 102 Stories	**$45.00**	$40.00	na	$34.00	CAD 35.99	$23.00	na
Youth - 102 Stories	**$36.00**	$34.00	na	$20.00	CAD 35.99	$16.50	na
Tours - 102 Stories	**$27.00**	na	na	$11.00	CAD 35.99	na	na
Adult - Straight UP 100 Sights	**$50.00**	$47.50-64.50	na	na	na	$35.00	$34.72
Youth - Straight UP 100 Sights	**$50.00**	$47.50-64.50	na	na	na	$35.00	$34.72
Tours - Straight UP 100 Sights	**$50.00**	$47.50-64.50	na	na	na	$35.00	$34.72
Adult - Double UP*	**$62.50**	na	$38.00	$26.00	na	na	$24.64
Youth - Double UP*	**$50.00**	na	$20.00	$17.00	na	na	$19.04
Tours - Double UP*	**$37.50**	na	na	na	na	na	$0.00
Visitors:	**3,500,000 vis.**	**3,900,000 vis.**	**2,500,000 vis.**	**1,450,000 vis.**	**1,400,000 vis.**	**1,300,000 vis.**	**550,000 vis.**

* Note: Hardly comparable to other multiple access packages as Double UP also includes access to 102 Stories

7.2

POTENTIAL DEMAND:

	Visitors:	G.A. Pricing:	ntial Conversion:	
9/11 Memorial	5.0 million	Vol. Donation	50.0%	2.5 million
Empire State Building	3.9 million	$23.00	15.0%	0.6 million
Top of The Rock	2.5 million	$25.00	25.0%	0.6 million
Times Square	37.6 million	Free		
Central Park	37.0 million	Free		
Metropolitan Museum	5.2 million	$25.00		
American Museum of Natural Hist.	5.0 million	$19.00		
Museum of Modern Art	3.1 million	$22.50		
Statue of Liberty	3.8 million	$13.00		
Guggenheim Museum	1.1 million	$18.00		
TOTAL				**3.7 million**

Also potential targets for additional conversion

7.9

SOURCES OF FUNDS:

	2013	2014	TOTAL
Common Shares	**$0**	**$0**	**$0**
Preferred Shares A	**$20,000,000**	**$0**	**$20,000,000**
gsmprjct*	$5,000,000	$0	$5,000,000
BASE	$5,000,000	$0	$5,000,000
USHG	$5,000,000	$0	$5,000,000
Condé Nast	$5,000,000	$0	$5,000,000
Preferred Shares B	**$0**	**$10,000,000**	**$10,000,000**
TOTAL EQUITY	**$20,000,000**	**$10,000,000**	**$30,000,000**
Revolving Facility (plug)	$4,827,000	$10,897,750	$15,724,750
CL / Senior Debt A	$0	$25,000,000	$25,000,000
CL / Senior Debt B	$0	$0	$0
SENIOR DEBT	**$4,827,000**	**$35,897,750**	**$40,724,750**
Sub. Debt / Mezz.	$0	$25,000,000	$25,000,000
TOTAL DEBT	**$4,827,000**	**$60,897,750**	**$65,724,750**
TOTAL SOURCES OF FUNDS	**$24,827,000**	**$70,897,750**	**$95,724,750**

USES OF FUNDS:

	2013	2014	TOTAL
Obs. Deck - Infrastructure	$17,680,000	$26,520,000	$44,200,000
Obs. Deck - Equipment	$4,420,000	$6,630,000	$11,050,000
Marketing, PR, Website, etc.	$400,000	$600,000	$1,000,000
Art Installation	$400,000	$600,000	$1,000,000
Total Investment	**$22,900,000**	**$34,350,000**	**$57,250,000**
Reserve	$1,500,000	$2,000,000	$3,500,000
Prepaid Rent	$0	$20,000,000	$20,000,000
Pre-Op. OPEX	$0	$13,500,000	$13,500,000
Transaction Expenses	$427,000.00	$1,047,750.00	$1,474,750
TOTAL USES OF FUNDS	**$24,827,000**	**$70,897,750**	**$95,724,750**

7.6

REVENUES OPPORTUNITIES:

	Average Pricing:	Visitors:	First Year Revenues:	%:
Total Visitors		**3,500,000**		
100 Sights	$22.75	2,485,000	$56,533,750	32.5%
102 Stories	$40.95	700,000	$28,665,000	16.5%
Straight UP 100 Sights	$50.00	70,000	$3,500,000	2.0%
Straight UP 102 Stories	$90.00	70,000	$6,300,000	3.6%
Double UP	$56.88	175,000	$9,953,125	5.7%
Annual Memberships	$150.00	17,500	$2,625,000	1.5%
Ticketing Revenues			**$107,576,875**	**61.8%**
	ARPV*:			
Retail Revenues	$7.50		$26,250,000	15.1%
Food and Beverage	$7.89		$27,618,777	15.9%
Special Events Rental			$2,000,000	1.1%
Photo and Video	$3.00		$10,500,000	6.0%
Total Gross Revenues			**$173,945,652**	**100.0%**
Total ARPV*			$49.70	

**Average Revenue Per Visitor*

7.7

FINANCIAL PROPOSITION TO OWNER:

FINANCIAL PROPOSAL TO OWNER:	Until 2017	Post-2017
Total Net Area (sq. ft.)	62,188 sq.ft.	Guaranteed Rent adjusted to
Rent per sq.ft.	$321.61	70% of previous year total rent
Guaranteed Rent*	**$20,000,000**	**$33,491,586**
Additional Rent - % of Ticketing Revenues	35.0%	31.5%
Additional Rent - % of F&B Revenues	8.0%	7.2%
Additional Rent - % of Retail Revenues	20.0%	18.0%

FIRST 4 YEARS' PAYMENTS:	2015	2016	2017	2018
Guaranteed Rent	$20,000,000	$20,000,000	$20,000,000	$33,491,586
Additional Rent	$27,371,408	$27,845,122	$28,323,574	$10,434,543
Total Payment to Owner	**$47,371,408**	**$47,845,122**	**$48,323,574**	**$43,926,128**

15-YEAR TOTAL PAYMENTS (NOMINAL VALUES):		
Guaranteed Rent	$461,899,029	
Additional Rent	$238,734,333	
Total Payment to Owner	**$700,633,361**	

15-YEAR TOTAL PAYMENTS (NET PRESENT VALUE):		
Guaranteed Rent	$260,549,022	NPV discounted at 7.5%
Additional Rent	$120,690,402	NPV discounted at 10.0%
Total Payment to Owner	**$381,239,424**	

** Guaranteed Rent prepaid 1-year in advance, recouped by Additional Rent*

ANNEX VI
ATTACHMENT D

COMPANY PROFILE

COMPANY PROFILE

–

gsmprjct°

ATTACHMENT D – COMPANY PROFILE

1. FULL LEGAL NAME
   gsmprjct°creation inc.

2. NUMBER OF YEARS IN BUSINESS
   53 years

3. NAMES OF OFFICERS AND DIRECTORS OF CORPORATION
   Yves Mayrand – President – Owner
   Vincent Brie – Strategy Director – Owner
   Alexandre Taillefer – Chairman of the Board – Owner
   Vivianne Morin – Chief Operations Officer
   (Incorporated in Canada)

4. PRIMARY CONTRACTUAL CONTACT
   Vincent Brie
   777 de la Commune West, suite 200
   Montreal, Quebec H3C 1Y1
   Canada
   Email: vincent.brie@gsmprjct.com
   Cell: 514-965-0202

5. WEB PAGE ADDRESS
   Main: *www.gsmprjct.com*
   Tellscope proprietary technology: *www.tellscope.com*

6. FINANCIAL INFORMATION

a) The work will be done from our Montreal office until we establish a US Entity.

b) Canadian Federal tax ID number : [redacted]

c) Credit References

HSBC Bank Canada
Jean Gagné, MBA, CMA
Senior Relationship Manager, Business Banking
2001, McGill College, Suite 200
Montreal, Quebec H3A 1G1
Email: jean.x.gagne@hsbc.ca
Tel: 514-285-8617

RBC Royal Bank
Louie Porco, MBA
Senior Account Manager, Commercial Financial Services
1, Place Ville-Marie
Montreal, Quebec H3C 3B5
Email: luigi.porco@rbc.com
Tel: 514-874-7980

Export Development Canada
Bruno Chaput
Account Manager
800 Victoria Square, Suite 4520
P.O. Box 124, Tour de la Bourse
Montreal, Quebec H4Z 1C3
Email: bchaput@edc.ca
Tel: 514-876-7130

d) Dunn & Bradstreet Reports

-

gsmprjct°

NOTE: DO NOT close this window before you print & save the reports below. Once you close this window you will not be able to view the reports again

Qty	Company	Report Name	Price
1	Legal Name: GSMPrjct Création Inc	Business Information Report	$114.95
1	Legal Name: GSMPrjct Création Inc	Payment Profile Report	$59.95
1	Legal Name: GSMPrjct Création Inc	D&B CreditCheck	$29.95

Business Information Report

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IN DATE

20-693-4957

LAST FULL REVISION: OCT 26 2010
MOST RECENT UPDATE: NOV 01 2011

GSMPrjct Creation Inc

RATING ER6

777 rue de la Commune O bureau 200
Montreal PQ H3C 1Y1

SUMMARY

CONTROL YR 1977
EMPLOYS 13
RECORD Clear
OPERATION Comm&ind design
SIC 7399

TEL: 514 288-4233
FAX: 514 288-3820

Yves Mayrand, Pres

PAYMENTS

D&B Canada receives millions of payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. Below is a summary of the company's payments, segmented by the amount of credit extended.

				% TOTAL HIGH CREDIT AMOUNT				
		NUMBER	AMOUNT	DISCT	---- DAYS SLOW ----			
IN FILE:		OF EXP	($)	PROMPT	1-30	31-60	61-90	91+
				%	%	%	%	%
12 months ending Nov 2011		15	4945	96	2	2	0	0
3 months ending Nov 2011		5	375	80	0	20	0	0
Credit extended:	$100.+	0	0	0	0	0	0	0
($000)	$50-99.9	0	0	0	0	0	0	0
	$15-49.9	0	0	0	0	0	0	0
	$5-14.9	0	0	0	0	0	0	0
	$1-4.9	2	4000	100	0	0	0	0
	less than $1.0	13	945	84	8	8	0	0
Trade at net terms		5	4195	100	0	0	0	0
Trade at discount		0	0	0	0	0	0	0
Cash Experiences		0	0					
Placed for Collection		0	0					
Unfavourable Comments		0	0					

Note: In some instances, payments beyond terms can be the results of overlooked invoices or disputed accounts. Remember that accounts are sometimes placed for collection even though the existence of debt, or the amount, is disputed.

INDUSTRY PAYMENTS

Below is a summary of the company's dollar-weighted payments, segmented by the suppliers' primary industries:

	TOTAL RCV'D	TOTAL DOLLAR AMOUNTS	LARGEST HIGH CREDIT	% W/IN TERMS %	---- DAYS SLOW ---- 1-30 %	31-60 %	61-90 %	91+ %
Total in D&B's file	16	4945	2000					
Payment By Industry:								
1 RET PERSNL COMPUTER	5	4195	2000	100	0	0	0	0
2 WHL COMMERCL EQUIP	5	375	75	100	0	0	0	0
3 WHL SEMI-FINSHD PDT	1	0	0	0	0	0	0	0
4 INTERNATIONAL TRADE	5	375	75	80	20	20	0	0
Other Payment Categories:								
Cash experiences	0	0	0					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collection								
with D&B	0	0						
other	0	N/A						

The highest "Now Owes" on file is $75.
The highest "Past Due" on file is $ 0.

DETAILED PAYMENT EXPERIENCES

DATE REPORTED	PAYMENT RECORD	HIGH CREDIT	NOW OWING	PAST DUE	SELLING TERMS	LAST SALE
11-2011	Ppt	75	75			4-5 mos
10-2011	Ppt	75	75	0		1 mo
	Ppt	75	75			2-3 mos
09-2011	Ppt	75	75	0		1 mo
	Slow 60	75	75			2-3 mos
08-2011	Ppt	75	75	0		1 mo
	Slow 30	75	75			1 mo
07-2011	Ppt	75	75	0		1 mo
	Ppt	75	75			1 mo
	Ppt		0	0		4-5 mos
06-2011	Ppt	75	75	0		1 mo
	Ppt	65	0	0	N30	6-12 mos
05-2011	Ppt	2000	0	0	N30	6-12 mos
	Ppt	65	0	0	N30	6-12 mos
04-2011	Ppt	2000	0	0	N30	6-12 mos
	Ppt	65	0	0	N30	6-12 mos

FINANCE

10-26-2010 Yves Mayrand, Pres, was absent.

HISTORY

Corporation registered federal law 12-19-1977. Business commenced 12-19-1977. Present control succeeded 1977.

Mayrand, Yves, Pres, director. Active with subject since 1986. In current position since 2003.

RELATED CONCERNS

GSM Production Inc
3236170 Canada Inc
GSM Design Exposition Inc
Laurent Marquart Inc
GSM Design Exhibits (Singapore) Inc

OPERATION
7399 0153 Engaged in design, commercial and industrial.
Part of the work subcontracted.
Principal clients: commercial concerns, governments, institutions.
Principal territory: international. Exports. Principal selling terms: contract basis 100%. 5 active accounts (5 active accounts last year).
Employs 13. (Employed 13 last year).
FACILITIES: Rents 312 sq.m, brick building.
LOCATION: Residential section.

/** (119//135/000) F F 1 **/

Royal Bank, 1 Place Ville-Marie Ste 4E, Montreal, PQ.,
Tel: 514 874 2258.

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Payment Profile Report

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BUSINESS SUMMARY

GSMPrjct Création Inc
777 rue de la Commune O bureau 200
Montréal PQ H3C 1Y1
Tel: (514) 288-4233

DUNS 20-693-4957
SIC 7399
Engaged in design, commercial and industrial

Employees: 13

Year Started: 1977

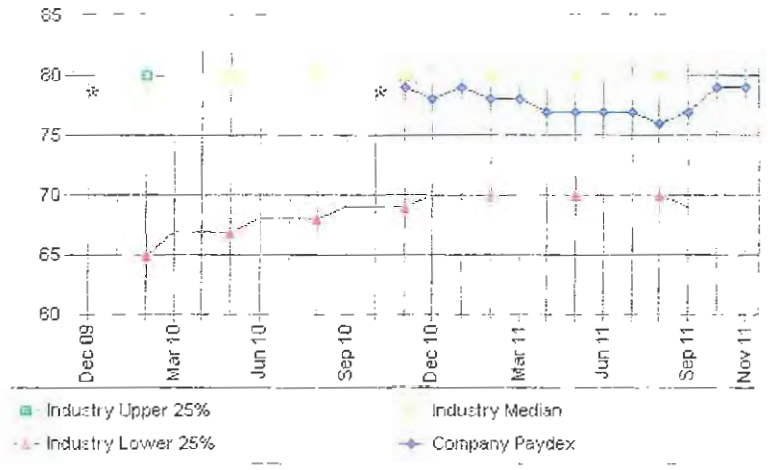
Executive: Yves Mayrand

Payment Index: 79
Prompt - Slow 5 days beyond terms

Litigation
Suit(s) 0 Lien(s) 0 Judgement(s) 0

PAYMENT TREND

PAYMENT TREND



Payment Index
100 = Anticipated
90 = Discount
80 = Prompt
70 = Slow 15 days beyond terms
60 = Slow 20 - 25 days beyond terms
50 = Slow 30 days beyond terms
40 = Slow 60 days beyond terms
30 = Slow 90 days beyond terms
20 = Slow 120 days beyond terms
10 = Slow 120 + days beyond terms
1 = Slow 120 + days beyond terms

Based on 33276 firms in 7399

PAYMENT SUMMARY

In File:	Number of Exp	Amount ($)	% Total High Credit Amount Disct Prompt	---- Days Slow ---- 1-30	31-60	61-90	91+
12 months ending Nov 2011	15	4945	96%	2%	2%	0%	0%
3 months ending Nov 2011	5	375	80	0	20	0	0
Credit Extended: $100.+	0	0	0	0	0	0	0
($000) 50-99.9	0	0	0	0	0	0	0
15-49.9	0	0	0	0	0	0	0
5-14.9	0	0	0	0	0	0	0
1-4.9	2	4000	100	0	0	0	0
less than 1	13	945	84	8	8	0	0
Trade at net terms	5	4195	100	0	0	0	0
Trade at discount	0	0	0	0	0	0	0
Cash Experiences	0	0					
Placed for Collection	0	0					
Unfavourable Comments	0	0					

* In some instances, payments beyond terms can be the result of overlooked invoices or disputed accounts. Remember that accounts are sometimes placed for collection even though the existence of debt, or the amount, is disputed.

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Total in D&B's file	16	4945	2000					
Payment By Industry:								
1 RET PERSNL COMPUTER	5	4195	2000	100	0	0	0	0
2 WHL COMMERCL EQUIP	5	375	75	100	0	0	0	0

3 WHL SEMI-FINSHD PDT	1	0	0	0	0	0	0
4 INTERNATIONAL TRADE	5	375	75	60	20	20	0

Other Payment Categories:

Cash experiences	0	0	0
Payment record unknown	0	0	0
Unfavorable comments	0	0	0
Placed for collection			
with D&B	0	0	
other	0	N/A	

The highest "Now Owes" on file is $75.
The highest "Past Due" on file is $ 0.

CURRENT PAYMENT EXPERIENCE

Payment Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within
2011 Nov	PPT	75	75	0		4-5 MOS
2011 Oct	PPT	75	75	0		1 MO
2011 Oct	PPT	75	75	0		2-3 MOS
2011 Sep	PPT	75	75	0		1 MO
2011 Sep	SLOW -60	75	75	0		2-3 MOS
2011 Aug	PPT	75	75	0		1 MO
2011 Aug	SLOW -30	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	0	0	0		4-5 MOS

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D&B CreditCheck

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BUSINESS SUMMARY

GSMPrjct Création Inc
777 rue de la Commune O bureau 200
Montréal PQ H3C 1Y1

Tel: (514) 288-4233

Fax: (514) 288-3820

DUNS: 20-693-4957

SIC: 7399
Engaged in design, commercial and industrial

Total Payment Experiences: 15

Litigation
Suit(s): 0
Lien(s): 0
Judgement(s): 0

PAYMENT DETAILS

Payment Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within
2011 Nov	PPT	75	75	0		4-5 MOS
2011 Oct	PPT	75	75	0		1 MO
2011 Oct	PPT	75	75	0		2-3 MOS
2011 Sep	PPT	75	75	0		1 MO
2011 Sep	SLOW -60	75	75	0		2-3 MOS
2011 Aug	PPT	75	75	0		1 MO
2011 Aug	SLOW -30	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	0	0	0		4-5 MOS

PAYMENT SUMMARY

In File:		Number of Exp	Amount ($)	% Total High Credit Amount Disct Prompt	---- Days Slow ---- 1-30	31-60	61-90	91+
12 months ending Nov 2011		15	4945	96%	2%	2%	0%	0%
3 months ending Nov 2011		5	375	80	0	20	0	0
Credit Extended:	$100.+	0	0	0	0	0	0	0
($000)	50-99.9	0	0	0	0	0	0	0
	15-49.9	0	0	0	0	0	0	0
	5-14.9	0	0	0	0	0	0	0
	1-4.9	2	4000	100	0	0	0	0
	less than 1	13	945	84	8	8	0	0
Trade at net terms		5	4195	100	0	0	0	0
Trade at discount		0	0	0	0	0	0	0
Cash Experiences		0	0					
Placed for Collection		0	0					
Unfavourable Comments		0	0					

* In some instances, payments beyond terms can be the result of overlooked invoices or disputed accounts. Remember that accounts are sometimes placed for collection even though the existence of debt, or the amount, is disputed.

PUBLIC RECORD

There are currently no Public Record filings for this business

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e) Financial Reports

gsmprjct°

ATTACHMENT D – COMPANY PROFILE

PROJECT TEAM

ATTACHMENT D – COMPANY PROFILE

7. KEY PROPOSED PROJECT PERSONNEL

a) Principals

YVES MAYRAND – President

8. RESUME

e) Worked for gsmprjct° for over 27 years

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *The Viewing Galleries* – Visitor Center and Observation Decks at the Shard London Bridge (2011)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *Ajax Football Club* – Visitor's Experience Center, Amsterdam (2011)
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)
- *Montreal Canadiens Hockey* Club – Hall of Fame, Montreal (2010)
- *Canadian Pavilions* – World Expo 2010, Shanghai, China
- *National Museum of Singapore* – Singapore (2006)
- *Asian Civilisation Museum* – Singapore (2003)
- *Montreal Science Center* – Montreal (2000)

g) 20 hours a week during the design phase

h) Upcoming projects:

Projects under development are confidential

ATTACHMENT D – COMPANY PROFILE

7. KEY PROPOSED PROJECT PERSONNEL

a) Executives

VIVIANNE MORIN – Chief Operations Officer

8. RESUME

e) Worked for gsmprjct° since 2012

f) Selected projects:

- *Cavalia* – Travelling equestrian and performance arts show (2011)

g) 20 hours a week

h) Upcoming projects:

N/A

7. KEY PROPOSED PROJECT PERSONNEL

c) Management

ANDERS NYBERG – Proposed General Manager

8. RESUME

e) Worked for gsmprjct° since 2009

f) Selected projects:

- *The Viewing Galleries* – Visitor Center and Observation Decks at the Shard London Bridge (2011)
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)
- *The Skydeck* – Willis Tower (formely Sears Tower), Chicago, USA (2008)

g) 100% dedicated to the project

h) Upcoming projects:

The Shard London Bridge set to open 2012 – further to this date, Anders Nyberg will be fully dedicated to operations of the One WTC Observation Deck.

7. KEY PROPOSED PROJECT PERSONNEL

c) Management

DANIEL THOMAS – Proposed Advisor to the General Manager

8. RESUME

e) Worked for gsmprjct° since 2011

f) Selected projects:

- The John Hancock Observatory – Visitor Center and Observation Decks, Chicago, USA (2011)
- The Sky Tower – Visitor Center and Observation Deck , Auckland, New Zealand (2007)

g) 50% dedicated to the project

h) Upcoming projects:

Business development of our Tellscope technology business

7. KEY PROPOSED PROJECT PERSONNEL

c) Management

PATRICK HODE-KEYSER – Project Manager

8. RESUME

e) Worked for gsmprjct° since 1998

f) Selected projects:

- *The Viewing Galleries* – Visitor Center and Observation Decks at the Shard London Bridge (2011)
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)
- *National Museum of Singapore* – Singapore (2006)
- *Asian Civilisation Museum* – Singapore (2003)
- *Portugal Telecom Pavilion* – World Expo 1998, Lisbon, Portugal

g) 100% dedicated to the project during design and construction phases

h) Upcoming projects :

Follow-up and additional work at Burj Khalifa

ATTACHMENT D – COMPANY PROFILE

7. KEY PROPOSED PROJECT PERSONNEL

c) Management

JAMES STEWART – Production Director

8. RESUME

e) Worked for gsmprjct° since 2005

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *Canadian Pavilion* –World Expo 2010, Shanghai, China
- *National Museum of Singapore* – Singapore (2006)

g) 100% dedicated to the project during design and construction phases

h) Upcoming projects:

Indiana Jones and *Star Wars* tour management

7. KEY PROPOSED PROJECT PERSONNEL

d) Others

GENEVIÈVE ANGIO-MORNEAU – Content Developer

8. RESUME

e) Worked for gsmprjct° since 2005

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)
- *Montreal Pavilion* –World Expo 2010, Shanghai, China
- *National Museum of Singapore* – Singapore (2006)

g) 100% dedicated to the project during design phase

h) Upcoming projects:

Projects under development are confidential

7. KEY PROPOSED PROJECT PERSONNEL

d) Others

NATHANAËL MEYER – Designer

8. RESUME

e) Worked for gsmprjct° since 2000

f) Selected projects:

- *Ajax Football Club* – Visitor's Experience Center, Amsterdam (2011)
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)
- *Tellscope* – Interactive cityscape viewing device (2010)
- *National Museum of Singapore* – Singapore (2006)

g) 100% dedicated to the project during design phase

h) Upcoming projects:

Projects under development are confidential

7. KEY PROPOSED PROJECT PERSONNEL

d) Others

ÉRIC DEMAY – Interaction Designer

8. RESUME

e) Worked for gsmprjct° since 2006

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *Ajax Football Club* – Visitor's Experience Center, Amsterdam (2011)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)

g) 100% dedicated to the project during design phase

h) Upcoming projects:

Projects under development are confidential

7. KEY PROPOSED PROJECT PERSONNEL

d) Others

MARTIN DIGNARD – Producer

8. RESUME

e) Worked for gsmprjct° since 2009

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *Montreal Cosmodome* – Astronautics and space exploration museum, Canada (2011)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *Canadian Pavilion* – World Expo 2010, Shanghai, China
- *Natal Experience Imagined by Cirque du Soleil* – Xbox Kinect system product launch, Los Angeles, California (2010)

g) 100% dedicated to the project during design and construction phases

h)Upcoming projects:

Indiana Jones and *Star Wars* adaptation for European and Asian Markets

7. KEY PROPOSED PROJECT PERSONNEL

d) Others

LUC DÉSILETS – AV/IT Technical Director

8. RESUME

e) Worked for gsmprjct° since 2007

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *Canadian Pavilion* – World Expo 2010, Shanghai, China
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)

g) 100% dedicated to the project during design and construction phases

h) Upcoming projects:

Indiana Jones and *Star Wars* touring

7. KEY PROPOSED PROJECT PERSONNEL

d) Others

ANDRÉ LAVALLÉE – Technical Director

8. RESUME

e) Worked for gsmprjct° since 2002

f) Selected projects:

- *Star Wars Identities* – Travelling exhibition in partnership with Lucasfilm (2012)
- *Indiana Jones and the Adventure of Archaeology* – Travelling exhibition in partnership with Lucasfilm (2011)
- *Canadian Pavilion* – World Expo 2010, Shanghai, China
- *At The Top* – Visitor Center and Observation Deck at the Burj Khalifa, Dubai (2010)
- *National Museum of Singapore* – Singapore (2006)

g) 100% dedicated to the project during design and construction phases

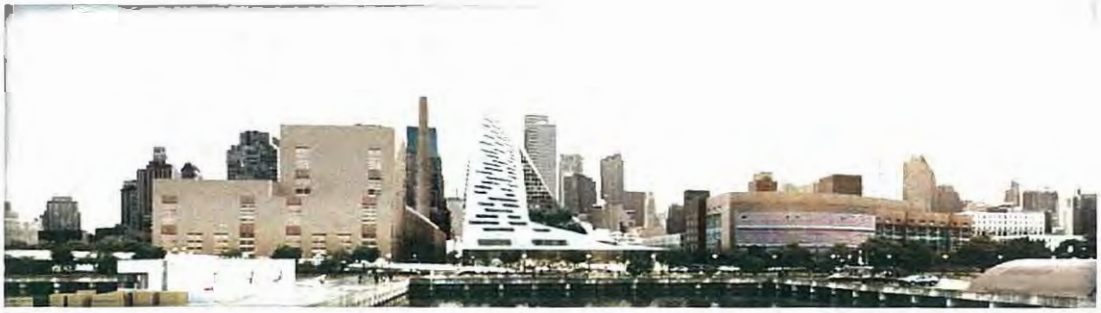
h) Upcoming projects:

Indiana Jones and *Star Wars* touring

9. RESUMES OF KEY CONSORTIUM MEMBERS

Please note: Consulting Architect, Anthony S. Di Properzio, AIA, stated in the RFQ has been replaced by Buro Happold, a Professional Engineering and Sustainability Consulting Firm that has been in New York since 1985 and is proud to be a part of some of the city's most iconic projects, such as the High Line.

THE HUNTER ROBERTS DIFFERENCE



QUICK FACTS

- Founded in 2005
- Offices in New York, New Jersey and Philadelphia
- 475 construction processionals and direct labor construction staff
- Over 400 projects completed
- $3.2 billion in revenues to date
- ENR New York Top Contractors #5
- Crain's New York Area's Largest Construction Companies #8

Hunter Roberts Construction Group brings to the market the expertise of construction industry veterans with the mentality of an entrepreneurial, progressive start-up company. Cofounded by James McKenna in 2005, the firm's 12 original employees are senior level preconstruction and construction executives, each with 20 to 30 years of building experience. Our team of more than 260 construction professionals offer the most qualified industry credentials and experience with many of the most renowned and technically-complex projects across the metropolitan area. We listen and truly understand our clients' needs and goals better than any other construction services firm, while regularly exceeding expectations.

THE BEST PEOPLE PROVIDE THE BEST SERVICES

We hire every employee as if he/she is our first employee. As our company grows, we will maintain the same diligence in hiring employee number 500 as we did in the beginning, seven years ago. Our clients benefit from the best in-class staffing combined with the active involvement of senior management, all professionals who have been hand-picked for their records of success at leading construction management firms.

Hunter Roberts empowers its employees. Our project teams take responsibility for making day-to-day decisions with the full support of senior management. For our clients, this means that the person closest to your project is actively helping you solve your construction challenges in the most efficient and effective means possible.

We understand the budget constraints our clients are dealing with today. But we also know that limited resources can inspire creativity. We constantly challenge our project teams to make smart choices as if they were operating with limited resources. When our teams work within budget limits, they are forced to develop creative solutions for our clients without compromising quality, safety, or the integrity of the design.

Hunter Roberts was founded by a core group of builders and preconstruction experts who believed there was a need for a firm with a better way to meet client needs and build great projects.

We are flexible and will make every effort to listen to our clients
in order to promptly and effectively respond to their needs. Our entire organization is designed to understand our clients' goals and concerns and help them achieve their dreams.

LOCATIONS, MARKETS AND SERVICES

Headquartered in New York City at 2 World Financial Center, Hunter Roberts operates full services offices in New Jersey, Pennsylvania and Connecticut. We currently offer expertise in a variety of market sectors including interiors, higher education, K-12, healthcare, transportation, residential, commercial, retail, public/government, cultural/preservation, and hospitality. We provide a broad range of construction services including preconstruction, construction management, program management, and general contracting.

We firmly believe that a strong preconstruction effort will lead to a project's overall success. Our preconstruction staff includes experts in estimating, scheduling, purchasing, BIM, cost control, mechanical/electrical/plumbing, structural, civil, risk management, safety, value engineering, and project management.

CONSTRUCTION MANAGEMENT AND GENERAL CONTRACTING

Approximately 50 percent of our work is negotiated; the other 50 percent is hard bid. Our construction management clients benefit from our at-risk contracting experience. We have excellent relationships with trade contractors and we are in the market on a daily basis, allowing us to price aggressively.

WE CARE

Hunter Roberts enthusiastically implements the Incident & Injury-Free safety initiative on every Hunter Roberts construction site. This revolutionary and personal approach towards accident prevention is based on the unwavering belief that the only acceptable commitment in safety is the complete elimination of worker injury.

FINANCIAL STRENGTH

Despite one of the most difficult economic times in world history, Hunter Roberts retains the same financial strength we possessed when we were founded in 2005. With a strong balance sheet we are capable of offering our clients a wide range of bonding and insurance programs, including:

- Contractor Controlled Insurance Programs (CCIP)
- Owner Controlled Insurance Programs (OCIP)
- Bonding capacity of approximately $1 billion
- Subcontractor Default Insurance (SDI/guard)

THANK YOU

Thank you for your interest in the Hunter Roberts Construction Group. We are optimistic that our passion and enthusiasm for what we do, our collaborative approach, our flexibility, entrepreneurial spirit, and, most importantly, our talented builders and in-house experts, will prove that Hunter Roberts is the company you need for your next construction project.

JAMES MCKENNA
PRESIDENT & CEO

EDUCATION
Harvard Business School
Executive Education

Adjunct Professor
Engineering Department and Master's Program at Princeton and Columbia University

Fairleigh Dickinson University
BS, Civil Engineering

AFFILIATIONS (SELECT)
- Columbia University's School of Engineering, Advisory Board
- Legacy Circle of Civic Builders
- Building Trades Congress

PROFESSIONAL PROFILE
In 2005, Jim McKenna co-founded the Hunter Roberts Construction Group (HRCG) with a team of experienced construction personnel seeking to build a high service construction alternative to existing options. As President and CEO, he is responsible for establishing and maintaining the quality of individualized services delivered to our clients. He has set precedents for hands-on management and senior-level involvement in our clients' projects as well as a high standard of excellence for all HRCG employees. Mr. McKenna has created a company that is small enough to quickly respond to our clients' needs with flexible, forward thinking solutions, yet large enough to attract some of the best talent in the construction industry. Under him, HRCG is positioned to quickly adapt to market trends and demands and has diversifed itself into the following markets: Public (Federal, State, Local), Healthcare, Education, Hospitality, Residential, Interiors, Commercial, Mission Critical / Data Centers, Sports, Cultural, Preservation, and Transportation.

SELECTED RELEVANT EXPERIENCE
- Hudson Greene, Jersey City, NJ
- 30 Hudson Street, Jersey City, NJ
- Hearst Tower, 57th Street, New York, NY
- 450 Lexington Avenue, Historic Grand Central Post Office Annex, New York, NY
- 122 Greenwich Avenue / 1 Jackson Square, New York, NY
- The Solaire, Battery Park City, NY
- The Laurel, New York, NY
- Hudson Rail Yards Platform, New York, NY
- Avalon on the Sound, New Rochelle, NY
- 300 Madison Avenue, New York, NY
- 7 Times Square, New York, NY
- 383 Madison Avenue, New York, NY
- 188 Ludlow, New York, NY
- One Hanson Place, Brooklyn, NY
- 1600 Broadway, New York, NY
- Hudson Park at Yonkers – 200 Units, Yonkers, NY
- Permanent Housing for the Homeless – 75 Units, Bronx, NY
- Permanent Housing for the Homeless (2) – 75 Units, Harlem, NY
- Economic Development Corporation, Various NY locations
- Coney Island Baseball Park & Fulton Fish Market at Hunts Point
- PANYNJ – JFK Green Garage, Vista Hotel, Various NY locations
- WTC Disaster Recovery, Various, NY
- DASNY, John Jay College, Brooklyn College, Medgar Evans College, Various NY
- New York University Hospital – Smilow, New York, NY
- Long Island College Hospital, Long Island City, NY
- New York Hospital – Major Modernization, Queens, NY

JOHN ALICANDRI
CHIEF OPERATING OFFICER

AREAS OF EXPERTISE
- Preconstruction
- Risk Management

EDUCATION
Stevens Institute of Technology
BE, Civil Engineering

AFFILIATIONS
- Building Trade Employer's Association
- Cement League
- New York Building Congress
- New York Landmarks Conservancy

PROFESSIONAL PROFILE
John Alicandri is responsible for managing the preconstruction resources required to deliver a successful project. Mr. Alicandri offers over 20 years experience in the construction industry, where he is well known for his experience in leading the preconstruction of large, complicated projects. Mr. Alicandri has worked successfully on many challenging projects and is known in the industry as a problem solver. His extensive experience allows him to intelligently evaluate the unique requirements of each individual project and to bring to bear all the resources necessary to create a successful outcome. He organizes the preconstruction team so that it is consistent throughout the different phases of the project. In addition, he identifies and engages the appropriate expertise and experience to address the challenges at hand, such as structural analysis, special mechanical system evaluation, building enclosures and state-of-the-art exterior wall systems, and unique logistics and scheduling issues. His strong relationships in the design and trade contractor communities enable him to leverage the appropriate resources necessary for each project he engages in.

SELECTED RELEVANT EXPERIENCE
- Hudson Greene, Jersey City, NJ
- Willets Point Redevelopment Plan, Queens, NY
- Fiterman Hall, New York, NY
- 30 Hudson Street, Jersey City, NJ
- 188 Ludlow, New York, NY
- Hearst Tower, 57th Street, New York, NY
- Avalon on the Sound, New Rochelle, NY
- The Solaire, Battery Park City, NY
- High Line Towers, New York, NY
- 122 Greenwich Avenue / 1 Jackson Square, New York, NY
- One Hanson Place, Brooklyn, NY
- Yankee Stadium Parking Facilities, Garages A, B, & C, Bronx, NY
- Macombs Dam Park, Bronx, NY
- NYCHHC On-Call Services, New York, NY
- NYCSCA Emergency On-Call Services Management, New York, NY
- 300 Madison Avenue, New York, NY
- 7 Times Square, New York, NY
- 450 Lexington Avenue, Historic Grand Central Post Office Annex, New York, NY
- 383 Madison Avenue, New York, NY
- The Kings County Supreme & Family Courthouse, Brooklyn, NY
- Winthrop University Hospital, North Addition, Mineola, NY
- MoMa Swingline, Long Island City, NY

D. ANDREW D'AMICO

DIRECTOR OF
BUSINESS DEVELOPMENT

AREAS OF EXPERTISE

- Preconstruction
- Contract Administration
- Business Development

EDUCATION

Villanova University
BS, Civil Engineering

AFFILIATIONS

- Society for College and University Planning
- Salvadore Foundation, Junior Board Member

PROFESSIONAL PROFILE

Mr. D'Amico ran the Estimating Department at Hunter Roberts for the first three years of the firm's tenure, securing over $1 billion worth of work for the company. Previous to Hunter Roberts, for 10 years he was the Preconstruction Manager for one of the city's largest builders, completing high-profile projects such as the Hearst Headquarters Office Tower in Midtown Manhattan and the Jets proposed Stadium Development on the West Side Hudson Rail Yards.

SELECTED RELEVANT EXPERIENCE

- DFR West 57th Street Development, New York, NY
- The Willow Hotel, New York, NY
- St. Regis Hotel Renovation, New York, NY
- Hudson Greene, Jersey City, NJ
- 122 Greenwich Avenue / 1 Jackson Square, New York, NY
- The Laurel, New York, NY
- 188 Ludlow, New York, NY
- Highgrove Condominiums, Stamford, CT
- The Surrey Hotel, New York, NY
- One Hanson Place, Brooklyn, NY
- World Trade Center Transporation Hub, New York, NY
- Yankee Stadium Parking Facilities, Garages A, B, & C, Bronx, NY
- Gouverneur Hospital, New York, NY
- The Beekman School, New York, NY
- PS/IS 264, New York, NY
- PS/IS 263, Queens, NY
- PS/IS 260, Queens, NY
- Ridge Hill Mixed-Use Facility, Queens, NY
- Bronx Terminal Market, Bronx, NY
- Queens Plaza Office Tower – Preconstruction, Queens, NY
- Hearst Organization, Headquarters Building – Preconstruction, New York, NY
- Hudson Rail Yards – Preconstruction, New York, NY
- John Jay College – Preconstruction, New York, NY

KEVIN M. BARRETT

NEW YORK OPERATIONS MANAGER

AREAS OF EXPERTISE

- Steel Superstructure
- Elaborate Curtain Wall Systems
- Mixed-Use Properties
- High-Rise Buildings

EDUCATION

WidenerUniversity
BS, Mechanical Engineering

AFFILIATIONS (SELECTED)

- Building Trade Employer's Assoc., Executive Committee
- Cement League, Member of Negotiating Committee
- Building Trades Congress

PROFESSIONAL PROFILE

As Senior Vice President and New York Operations Manager, Mr. Barrett is responsible for the successful execution and completion of all construction projects in New York City. He is a trained Engineer with over 30 years of experience in the construction industry, where he is well known for his expertise as a builder. He has a unique understanding of the various trades and is able to rely on his close relationships with the trade contractors to successfully guide our teams to successful purchases. In addition, Mr. Barrett has led the construction of many high profile and extremely complex construction projects. He is known as a problem solver and has worked successfully on projects with complicated structural and curtain wall systems, as well as challenging renovations. Mr. Barrett ensures that Hunter Roberts is providing construction management services that meet or exceed client expectations in all phases of the work.

SELECTED RELEVANT EXPERIENCE

- Hudson Greene, Jersey City, NJ
- 30 Hudson Street, Jersey City, NJ
- 188 Ludlow, New York, NY
- Hines, 1 Jackson Square Condominiums, New York, NY
- Christies, Rockefeller Center, New York, NY
- Chrysler East Renovation, NY, NY
- The Laurel, New York, NY
- Highgrove Condominiums, Stamford, CT
- One Hanson Place, Brooklyn, NY
- The Willow Hotel, New York, NY
- St. Regis Hotel Renovation, New York, NY
- Philip Johnson, Chrysler East Building, New York, NY
- 1177 Avenue of the Americas, New York, NY

About Buro Happold:
Firm Profile

Buro Happold is a global, integrated, multidisciplinary engineering firm able to offer a complete range of services dealing with the built environment.

Originally established as a building engineering consultancy, it continues to offer the full range of engineering services; while expanding the offered services to Urban Design and Planning, Regeneration and Master planning, Transport Planning, Access and Disability Design Consultancy, Sustainability Consultancy, Quantity Surveying, Project Management and Cost Engineering.

International Knowledge

Buro Happold practices from a world wide network of 28 offices located in 12 countries. In addition to our office in New York, we are located in Abu Dhabi, Bath, Beijing, Belfast, Berlin, Birmingham, Boston, Cairo, Chicago, Copenhagen, Dubai, Edinburgh, Glasgow, Hong Kong, Jeddah, Kuwait City, Los Angeles, Leeds, London, Manchester, Milan, Moscow, Munich, Pune, Riyadh, San Francisco, and Warsaw.

Local Knowledge

A strong understanding of the market is fundamental to producing successful local buildings with international design teams. While we strive to utilize the full depth of our international practice knowledge for all of our projects, we recognize the importance of a mobilizing all of our locally based experience to ensure a project's success. We work closely with architects, construction managers, clients representatives, contractors and fabricators to uncover and understand the most economical approach for building procurement and the most efficient ways to realize elegant yet cost-effective solutions for our clients.

United States Institute of Peace, Washington DC

Sperone Westwater Gallery, New York, NY

About Buro Happold:
Firm Profile

A Multidisciplinary Approach

Critical to our success, and significant in our differentiation from other engineering practices, is our commitment to project-wide multidiscipline, technical integration. From this commitment, Buro Happold has been able to help our clients far exceed their initial goals whilst maintaining schedule and budget.

The center of this thinking is Buro Happold's office studio environment that encourages project engineers to work side by side with structural, MEP, fire, geotechnical, access, fire, IT, environmental and computational and simulation specialists, effectively fostering an open dialog and support network between specialists. Using design workshops throughout the life of the project, key conceptual ideas about ecology, energy, water-use, materiality, fabrication, and construction, are incorporated, tested, integrated and implemented on a project-wide basis.

Community Engagement

Engaging local communities and ensuring their meaningful and ongoing participation is a crucial aspect of Buro Happold's philosophy. We seek to build community networks through both 'bottom up' and 'top down', methods focused on listening as well as advising.

Tailored Solutions

We develop carefully tailored and practical solutions for our clients, based on best practice and promotion of high-quality design, environmental responsibility, coherence and local distinctiveness.

With Imagination

We are proud to employ engineers with the ability and confidence to solve challenging design problems in innovative ways if this results in to real, measurable benefit to our clients. Thinking outside of traditional methods can produce substantial savings, specifically when incorporated at the earliest stages of a project.

The High Line, New York, NY

Project Honor, Racine, WI

About Buro Happold:
Firm Profile

Value

We provide focused engineering input to projects through an in-depth understanding of complex building form and a breadth of experience amassed within our practice and archived in our web based intranet system. Through consultation and industry collaboration we can introduce appropriate innovation and value-added solutions at all stages in the design process.

Investing in Expertise and Talent

Our strong reputation for innovation attracts a wide range of experts including some of the best brains in our industry. They lead from the front, with expert technical skills, combined with an ability to assimilate ideas, understand client objectives and communicate effectively.

Buro Happold recognizes each individual's unique abilities, and invests wisely in learning and development, ensuring that the engineers of today and tomorrow are properly prepared for a changing world. Because we provide a creative and stimulating working environment, our culture allows our expert staff to be the best, and our younger team members to learn from the best.

Buro Happold's international network of offices has collectively been awarded the worldwide 'Investors in People' (IIP) accreditation, making the practice the second company to ever receive this prestigious recognition on a worldwide basis, and the first company in the construction industry to be recognized in this way.

Curtis R. Priem Experimental Media and Performing Arts Center
Troy, NY

Crystal Bridges Museum of American Art, Bentonville, AR

Aileron, Dayton, OH

About Buro Happold:
Firm Profile

Practice Resources

Our practice is a privately owned partnership and is organized around multidisciplinary groups of no more than 20 engineers in size. Our organization is horizontal and flexible, allowing our individuals and company to quickly and effectively respond to the demands of complex, global projects.

Staff Numbers - 2012

	North America	Other Offices	Total
Technical	166	1200	1366
Support	30	200	230
Total	196	1400	1596

Buro Happold Corporate Structure

Buro Happold is a Partnership, which was originally established by Professor Sir Ted Happold on 1 May, 1976 and today comprises 52 partners. This partnership model gives us the independence to make clear decisions about the direction of the business, determining the firm's objectives in a way that is socially responsible and corporately sound. The founders chose to create a Partnership because this best reflected the core characteristics of the firm – a pool of people's different talents that as a whole is greater than the parts, and who share any profits and losses made.

As a practice, Buro Happold engages in the engineering, design, management and supervision of construction projects throughout the world. The practice undertakes most aspects of civil and structural engineering, environmental physics and services engineering as well as specialist consulting services.

For operational reasons, the Partnership has created two non-trading services companies, Buro Happold Engineers Ltd (BHEL) and Buro Happold International Ltd. These two operating companies each own subsidiaries that are the trading companies with which our clients engage.

Hawaii Preparatory Academy, Kamuela, HI

Khalifa University of Science, Technology and Research
Abu Dhabi, UAE

About Buro Happold:
Firm Profile

Buro Happold North America

Buro Happold have been practicing structural and MEP engineering and sustainable design in North America since 1985 when we worked on pioneering long-span/ lightweight amphitheaters and sports complexes, including Boston Harborlights Pavilion, AT&T Global Village, Bronx Zoo Aviary, Atlanta Olympics, and the Met-Phil Mobile bandstand.

Since establishing our first North American office in New York 2000 our work has been concentrated in developing more conventional, and large scale building projects, including the RPI Experimental Media and Performing Arts Center in Troy, NY, the Sterling and Francine Clark Art Institute Addition in Williamstown, MA, the Bard Center for Science and Computation in Annandale-on-Hudson, NY, and the Highline in New York City.

In 2006 Buro Happold opened its second North American office in Los Angeles, California. Since its opening, the Los Angeles office has worked in conjunction with the New York office on some of the most high profile and exciting projects in the practice including; the Harvard University Allston Science Complex, various projects at Yale University, the Historic Smithsonian Patent Office in Washington, DC., and the Transbay Transit Center in San Francisco, CA.

In 2007 Buro Happold opened two additional offices in the North American region. Buro Happold Boston and Toronto were established to enable the practice to further extend its geographical reach, and to allow for the best possible service to be provided to our clients based in those regions.

National Great Blacks in Wax Museum, Baltimore, MD

Palava Master Plan, Mumbai, India

Garden Street Lofts, Hoboken, NJ

About Buro Happold:
Company Information

New York

Buro Happold Consulting Engineers, PC
100 Broadway
New York, NY 10005
USA
Tel: 212 334 2025
Fax: 212 334 5528

Los Angeles

Buro Happold Consulting Engineering, Inc.
9601 Jefferson Blvd, Suite B
Culver City, CA 90232
USA
Tel: 310 945 4800

Boston

Buro Happold Consulting Engineers, PC
319 A Street, Suite 5E
Boston, MA 02210
USA
Tel: 617 419 2284

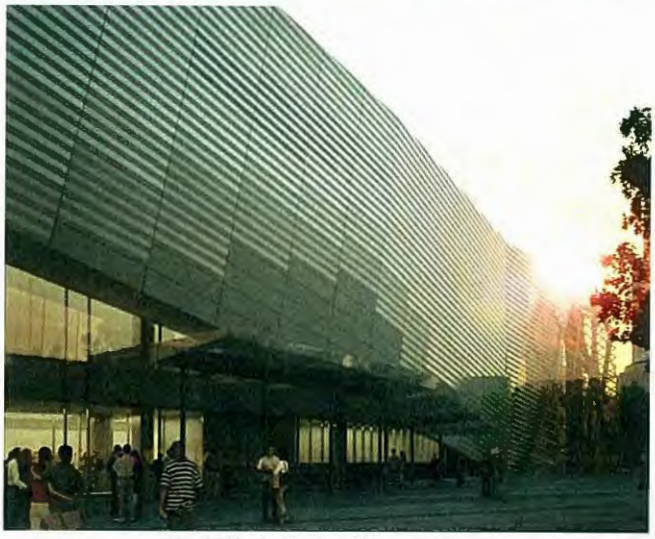
Chicago

Buro Happold Consulting Engineers, PC
801 West Adams Street, Suite 800
Chicago, IL 60607
Tel: 646 785 3261

San Francisco

Buro Happold Consulting Engineers, Inc.
228 Grant Avenue, 4th Floor
San Francisco, CA 94108
Tel: 415 778 2797

Genzyme, Cambridge, MA



World Trade Center Memorial Pavilion, New York, NY

Craig Michael Schwitter PE

Regional Director, North America

Craig Schwitter has over 20 years of experience in the engineering design of complex buildings including educational, performing arts, stadia, transportation and cultural projects. Mr. Schwitter founded the first North American office of Buro Happold in 1998. Since then the region has grown to over 200 staff based in multiple office locations including New York, Los Angeles, Boston and San Francisco. The North American offices offer a full spectrum of engineering services including structural, MEP, and façade, special projects engineering, lighting design, sustainability consulting services, and geo-technical services. With a focus on integrated engineering and the use of appropriate technology, Mr. Schwitter has played a hands-on role in ensuring a high level quality in Buro Happold's projects and breakthrough innovations on recent high profile engineering commissions with the firm.

Discipline	Structural Engineering
Qualifications	BSCE Johns Hopkins University, MSCE Massachusetts Institute of Technology American Society of Civil Engineers, American Concrete Institute, American Institute of Steel Construction, Structural Engineers Association of New York
Buro Happold	1998 - Present

Key Project Information

Genzyme Headquarters
Cambridge, MA USA

World Trade Center Memorial Pavilion
New York, NY USA

Curtis R. Priem Experimental Media and Performing Arts Center, Rennselaer Polytechnic Institute
Troy, NY, USA

Fashion Institute of Technology C2 Building
New York, NY, USA

East River Redevelopment Master Planning Study
New York, NY USA

Crystal Bridges Museum of American Art
Bentonville, AR USA

Governor's Island Master Planning Study
New York, NY USA

Nomadic Museum
New York, NY USA

Abu Dhabi Media Zone
Abu Dhabi, UAE

King Abdullah Financial District
Riyadh, Saudi Arabia

Genzyme Headquarters, Cambridge, MA USA

Curtis R. Priem Experimental Media and Performing Arts Center, RPI, Troy, NY USA

World Trade Center Memorial Pavilion, New York, NY USA
Image Snøhetta

Denzil Gallagher BEng (Hons) CEng MCIBSE MASHRAE MIET

Principal

Denzil Gallagher is responsible for the day to day to operation of Buro Happold's New York office in the North American Region. Mr. Gallagher has spent over eighteen years in the practice working on MEP engineering and sustainable design award winning projects around the world. Mr. Gallagher's success with clients is due to his ability to communicate engineering ideas clearly and effectively, together with his commitment to an integrated approach to design.

Discipline	MEP Engineering
Qualifications	BEng (Hons) University of Northumbria, CEng, MCIBSE ASHRAE, CIBSE, MIET
Buro Happold	1993 - Present

Key Project Information

5 Crescent Drive
Philadelphia, PA USA

The Tower at PNC Plaza
Pittsburgh, PA USA

World Trade Center Memorial Pavilion
New York, NY USA

Guragaon City Center
India

250 East 57th Street
New York, NY USA

Digicel Headquarters
Kingston, Jamaica

Yale University Residential Colleges
New Haven, CT USA

Bard College Center for Science and Computation
Annandale-on-Hudson, NY USA

The Sheila C. Johnson Design Center at Parsons
New York, NY USA

United States Institute of Peace
Washington, DC USA

Garden Street Lofts
Hoboken, NJ USA

King Abdullah Financial District
Riyadh, Kingdom of Saudi Arabia

Curtis R. Priem Experimental Media and Performing Arts Center
Troy, NY USA

Queens Museum
Queens, NY USA

World One Tower
Mumbai, India

5 Crescent Drive, Philadelphia, PA USA

World Trade Center Memorial Pavilion, New York, NY USA

The Tower at PNC Plaza, Pittsburgh, PA USA

Steven Baumgartner PE, CEM, HBDP, LEED AP®

Associate

Steven Baumgartner joined Buro Happold in 2007 as professional engineer and LEED accredited professional with a focus on high-performance building and sustainable master planning design. With a background in mechanical engineering, he has been involved in design and research of various energy simulation/analysis, and sustainable system design through a number of projects in various stages design and construction. Steven provides environmental and energy engineer expertise and is responsible for environmental strategies, conceptual design studies, design review, sustainable design research, and energy/carbon audits and evaluation. Steven has extensive experience with creative partnerships with Energy Service Companies (ESCOs), establishing unique governance and organizational structures to bridge design to implementation. He runs multiple sustainability consultancy projects throughout the world. He is the first ASHRAE High Performance Building Design Professional in New York State, a Certified Energy Manager (CEM) and teaches technical, economic, and political issues associated with environmentally responsive design at schools and universities throughout the country.

Discipline	Sustainability Consulting
Qualifications	BSME Union College, Schenectady, NY, ASHRAE-NY Board of Governors, Chair and founder of ASHRAE-NY Sustainability Committee, USGBC NY Member, LEED Accredited Professional
Buro Happold	2007 - Present

Key Project Information

The Tower at PNC Plaza
Pittsburgh, PA USA

Lynn University, Energy Master Plan
Boca Raton, FL USA

Yale University, School of Management
New Haven, CT USA

The New School, University Center
New York, NY USA

The New School, University Carbon Review
New York, NY USA

Hawaii Preparatory Academy Energy Laboratory
Kamuela, HI USA

Northside Urban Redevelopment Plan
St. Louis, MO USA

The New Stanford Hospital
Palo Alto, CA USA

Yuzhong District Masterplan
Chongqing, China

Lulu Tower
Abu Dhabi, UAE

The Tower at PNC Plaza, Pittsburgh, PA USA

Yale University, School of Management, New Haven, CT USA
Image Foster + Partners

Lynn University Master Plan, Boca Raton, FL, USA

Technical Capabilities:
Structural Engineering

Structural Engineering for Successful Building

Our role as engineers is to match the opportunities and constraints of the site with construction methods that provide the best value to the client. Buro Happold's structural engineers focus on the client and end user to ensure that we provide buildings of lasting value and service. We understand the constraints of challenging time schedules and can provide responsive and fast track solutions for any scale of development.

We have the depth of knowledge needed to tailor our solutions to the specific context of the site and to work with the construction industry to ensure that they are buildable and cost effective. To achieve this goal, we work collaboratively to meet the needs of the clients, architects, specialist consultants, and end users. Our clients are guaranteed the strength and experience of Buro Happold channeled through specific project teams and communication.

Our engineers keep in contact with clients, fellow designers and contractors on a day to day basis, listening, advising on new challenges and contributing to advancing the project at all times. When helpful we set up project teams on site to facilitate communication. We invest in state-of-the-art facilities for computer aided design, BIM modeling and object orientated design. These processes enable us to communicate with the client, the design team and the constructors.

Range of Structural Engineering Areas of Expertise

Our extensive global experience enables us to resolve complex construction issues and find the best value approach to projects.

Our skills range from:
- new build, including mixed use and commercial developments
- conservation
- high-rise and iconic structures
- seismic conditions
- sustainable construction
- hazardous site development
- widespan halls and stadia
- temporary structures with specialized engineering knowledge

United States Institute of Peace, Washington, DC

The High Line, New York, NY

Curtis R. Priem EMPAC

Technical Capabilities:
MEP Engineering

Mechanical Engineering for successful buildings

Our aim is to realize our Client's needs by providing the very best value across the wide range of factors that affect the environmental behavior of the built form. As engineers we seek to place the needs of the occupants and function of each space as an essential goal which must be achieved. As building physicists we work with the whole design team to inform the design solution. This will ensure that the building form, orientation and materials satisfy the external and internal design criteria.

As MEP engineers we seek to provide integrated, efficient and elegant systems to fine tune the internal environment, while providing the appropriate degree of flexibility and future adaptability. As environmental engineers we seek to incorporate a global view of energy consumption, embodied energy and sustainability into the design. The whole of this process is an iterative one where we aim to achieve a total solution that illustrates care, value and elegance.

Using Knowledge

Our spectrum of knowledge encompasses:

- mechanical and electrical systems
- public health
- lighting design
- environmental studies
- building transport systems
- site supervision of M & E installations
- energy reports and advice
- mechanical and electrical systems survey reports
- facilities management

Communications

Our MEP engineers keep in contact with clients, architects and other designers on a day to day basis, listening, advising on challenges and contributing to problem solving technically and efficiently. We define client expectations early in the design process, and by establishing the level of performance required of the end product, we can provide advice on the appropriate procurement route.

King Abdullah Financial Center, Riyadh, KSA

Garden Street Lofts, NJ

Technical Capabilities:
Fire & Life Safety Code Consulting

Fire & Life Safety Code Consulting – The Complete Picture

Buildings are designed for enjoyable use and occupation. It is therefore important that they can be used and occupied in safety and that property and contents are suitably protected. As such, appropriate fire safety design and management form vital parts of the design, construction, operation and maintenance of modern buildings. In developing the fire strategy for a given building, the Fire Code Consulting team will adopt the most efficient and cost-effective mix of prescription and engineering with respect to:

- Means of egress
- Fire resistant compartmentation & external fire spread
- Structural fire resistance
- Fire safety systems – including fire alarm & detection, suppression systems, emergency lighting, escape signage, hydrants & standpipes
- Access and facilities for the Fire Department
- Smoke control design

The application of advanced fire engineering technologies is often required for complex building types. Buro Happold's fire engineering skills have been developed over a 25 year period, this has provided our engineers with the experience to adopt advanced modeling capabilities such as;

Fire and smoke modeling

By using Computational Fluid Dynamics (CFD), it is possible to understand how fire and smoke is likely to spread and flow through a space in order to develop an effective fire and smoke control strategy that removes the need for traditional compartmentation.

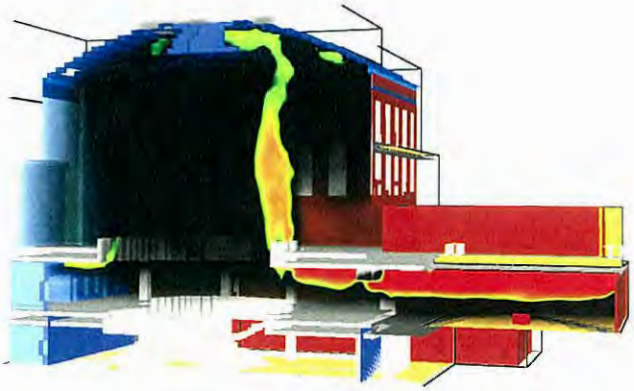
Evacuation modeling

This can be used to demonstrate that occupants are able to evacuate a fire affected zone in a timely and safe manner. Modeling is particularly important where there are large numbers of people or where people are unfamiliar with their surroundings, evacuation routes, and procedures.

The Fire Engineering team are currently engaged in projects throughout North America, Europe (UK, Russia, Germany, Denmark, Bulgaria, Italy), the Middle East (Kuwait, Saudi Arabia, United Arab Emirates, Jordan, Qatar), Africa (Libya, Egypt) and Asia (India, Kazakhstan).

Lourve Museum - Abu Dhabi, UAE

Evacuation model of United Institute of Peace (USIP) - Washington DC



Atrium smoke model at the OLIN Business School - St Louis

Technical Capabilities:
Lighting

Lighting for People

Lighting is part of the ergonomic fabric of the built environment. As lighting designers, we respond to the visual needs of people in their environments. We invest time to interpret how space will be moved through and inhabited, and how lighting can enhance this experience.

Quality and Effectiveness

As a member of the design team from the early programming stages, we can inform and rationalize building geometry, massing and orientation, creating a lighting strategy truly integral to the architecture. Through later design stages we refine fundamental lighting drivers and cement them through solid specification. At project commissioning we ensure these drivers are materialized and that each lighting detail effectively contributes to the building's ultimate persona.

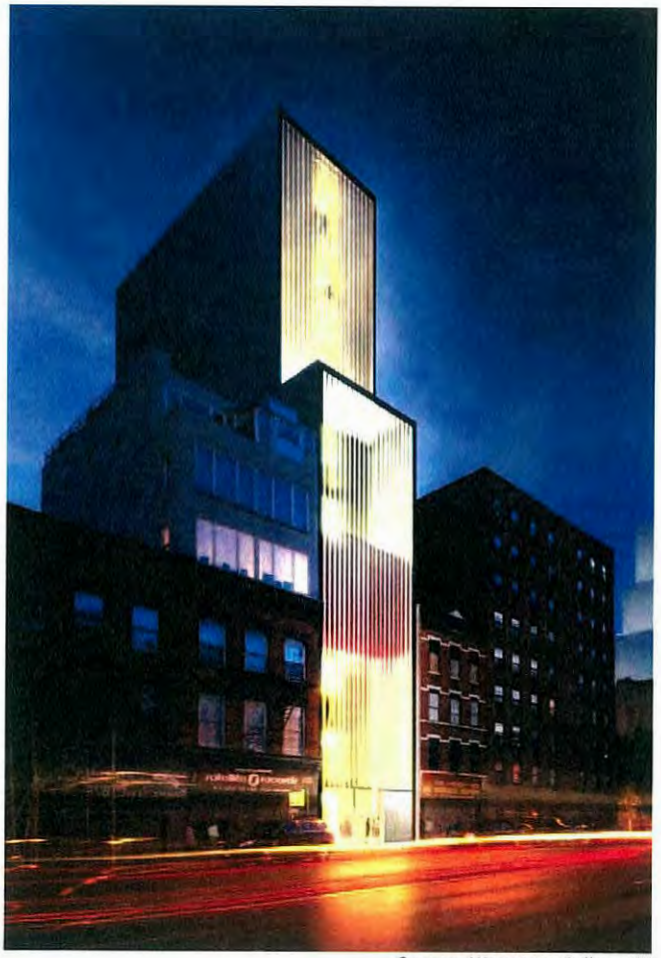
Holistic Design

Our backgrounds in both architecture and engineering give us the opportunity to provide a complete, integrated daylight and electric lighting service for complex projects where creative design is balanced with technical acumen. As part of a multidisciplinary office, we collaborate closely with the mechanical, electrical, façade, security, A/V, IT and sustainability teams to create efficient harmonized building systems.

Happold Lighting offers a full range of lighting design services including:

- Interior Lighting Design
- Exterior Lighting Design
- Lighting Masterplanning
- Custom Luminaire Design
- Dynamic Lighting Installations
- Daylight Consulting for Building Massing
- Daylight Consulting for Interiors
- Lighting for Art Conservation
- Integrated Lighting Controls Design

Abu Dhabi Media Zone, Abu Dhabi, UAE



Sperone Westwater Gallery, NY

Technical Capabilities:
Sustainable Building Design

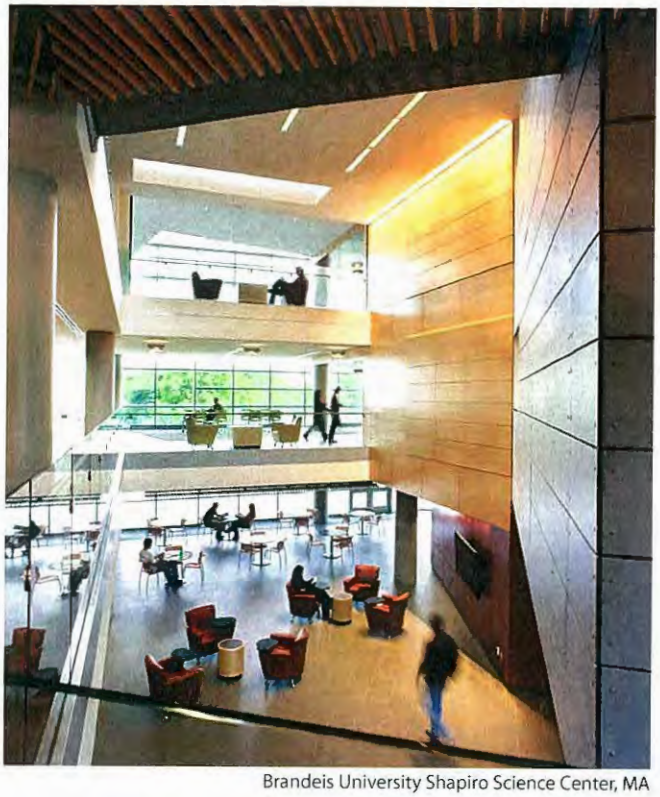
Buro Happold has considerable experience in designing low-energy buildings and we are recognized as one of the worlds leading consultants in the field of sustainability thinking. It was through this commitment that we were awarded the Queen's Award for Sustainable Development in 2001.

Environmental and Sustainable Design Facilitation

Buro Happold has been participating as a sustainable design specialist on a number of projects in the US recently. As an external member of the design team, Buro Happold has been brought in to facilitate a sustainable design ideas generation process to "green" buildings.

The elements of this service include:

- organizing and running design workshops to generate sustainable design ideas by all members of the design team
- diagramming environmental concepts for ecological planning and systems
- encouraging clients and designers to consider alternative ways of achieving appropriate levels of environmental comfort with minimum use of energy and water
- ensuring low maintenance costs
- designing buildings that allow flexibility of use and can be easy to adapt to new uses
- encouraging renewable energy sources
- providing buildings that will maintain their value as governments legislate in favour of green buildings
- reducing the energy embodied in materials in the construction process
- use of recycled materials and materials from renew able sources
- reducing waste to minimize the need for landfill sites
- reducing water use
- specifying locally sourced materials to minimize greenhouse gas emissions (CO2) and pollution arising from transportation



Brandeis University Shapiro Science Center, MA

Genzyme Headquarters, MA

Technical Capabilities:
LEED Consultancy

LEED Advisor to Design Team

Buro Happold has the experience and capability to lead design teams through the LEED certification process from early conceptual advice through the calculation and documentation process. Intimate knowledge of the rating system has been gained through our involvement in a number of LEED certified projects as primary LEED advisor.

Buro Happold has knowledge of all the arenas of sustainable design which allows our staff to advise the many types members of the design team on LEED related issues. Sustainable design encompasses the disciplines of landscape design, building technology, architectural specifications, mechanical engineering, urban planning, project management, construction technology, and many more.

Being the primary LEED advisor to a design team includes: running LEED workshops, assisting team members with LEED calculations, interpreting requirements and rulings, collecting LEED Letter Templates, liasing with the US Green Building Council and coordinating the project submission for LEED certification.

LEED
LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN

Le Varesine, Milan, Italy

CSOB, Prague, Czech Republic

World Trade Center Memorial Pavilion
New York, NY

Buro Happold is designing the Memorial Pavilion, the entrance to the World Trade Center Memorial Museum with Snøhetta. The Memorial Pavilion is a 49,000 square foot multi-story building with an Auditorium, Café, and the Family Room. The building is an organic metal clad form with a glass enclosed atrium and stairs, escalators, and elevators leading to the Memorial Museum. All visitors to the Memorial Museum will pass through security screening after entering the Memorial Pavilion. The Auditorium will provide a space for lectures, movies, and presentations that honor the memory and history of the WTC site.

The project is targeting LEED Gold certification for new construction.

Key project information

Client	Memorial Foundation
Architect	Snøhetta
Project value	$86M
Dates	Completion expected in 2012

Services provided by Buro Happold

Structural engineering, MEP engineering, sustainable design, façade engineering

34 East 51st Street
New York, NY, USA

Buro Happold

The project is to be located within Midtown Manhattan on an interior lot of a block bounded by 51st Street to the north, Park Avenue to the east, 50th Street to the south, and Madison Avenue to the West.

Comprised of a sloping rectangular tower above a podium with a total height of 296'-11", the building rises 21 stories. The podium is a 6 story pure extrusion comprised of a glass curtainwall and architectural fins. The tower is set back from the podium face and slopes from Level 7 through the crown to screen the roof level. A protruding volume begins at level 15 and extends through the crown. The rear façade is a straight extrusion from the second floor up. Operable windows and a screening element for the vertical circulation comprise the rear expression. Total approximate gross floor area above grade is 67,482 SF.

The project is being designed to achieve minimum energy consumption and maximum maintenance efficiency while being environmentally responsible. The Developer has mandated that this project is to achieve LEED Gold as a minimum target for sustainable design. The project is exploring the use of many energy conservation measures including a high performance façade, low flow fixtures, high efficiency fixtures and equipment, HVAC energy recovery, centralized chilled and hot water using high efficiency plant, and an integrated water reuse system through internal collection of storm water for use in toilet flushing.

Balancing design complexity with an aggressive demolition and construction schedule while achieving the LEED Gold rating is one of the largest challenges posed by the project. The developer anticipates the completion of the construction of the project to be in 2013.

Key project information

Client	Sedesco Inc
Architect	Skidmore, Owings, and Merrill Architects
Project value	$40M
Dates	2011 - Present

Services provided by Buro Happold

MEP engineering, sustainability / LEED, security, IT, simulation analysis

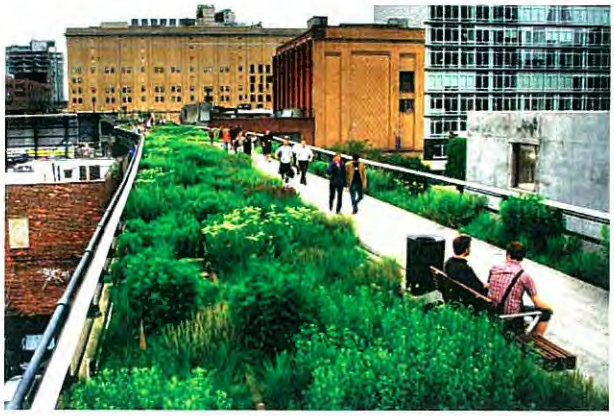
The High Line
New York, NY, USA

The High Line, since its construction in the 1930's and last use in 1980, had fallen into disrepair. The initiative to determine what to do with the elevated railroad line, that spanned 22 blocks from West 34th Street to Gansevoort Street in the Manhattan's meatpacking district, began in 1999 when its demolition seemed imminent. Happold, working with Field Operations, was selected by the Friends of the High Line and the City of New York to create the master plan for the re-use and re-integration of the High Line.

Inspired by the melancholic, unruly beauty of the line, Happold and Field Operations re-imagined this industrial conveyance into a postindustrial instrument of leisure, city life, and nature. The design strategy evolved by challenging the traditional rules of ecological and pedestrian engagement, and combining organic and built materials into a blend of changing proportions that accommodate the wild, cultivated, intimate, and hyper-social.

In stark contrast to the speed of Hudson River Park and the streets below, this parallel linear experience is marked by slowness, distraction and other-worldliness that preserves it's unique character. The design is to remain perpetually "unfinished", sustaining emergent growth and change over time forever creating a place of community engagement, connectivity and inspiration.

The success of the High Line has been reinforced with the redevelopment that has occurred in parallel and is being planned along and around the structure. There is 1.5m square feet of mixed use development completed or under construction with another 2.5m square feet in planning. It is estimated that the City will realize approximately $900m in revenue over the next thirty years with around $4 billion in private investment as a direct result of the High Line project.



Key project information

Client	Friends of the Highline (FHL)
Architect	Field Operations / Diller Scofidio+Renfro
Project value	$52M
Dates	Phase I: completed in 2009 Phase II: completed in 2011

Services provided by Buro Happold

Structural engineering, MEP engineering, sustainability

10. PROJECT EXPERIENCE AND REFERENCES

11. **BURJ KHALIFA**

a) *At the Top*, Visitor experience for Burj Khalifa Observation Deck

b) Dubai, United Arab Emirates

c) - Operations direction and management of observation deck
- including marketing, advertising, PR, staffing, training

- Complete design and production of visitor experience for observation deck
- design of: lobby, ticketing area, adjoining spaces and corridors, 360° observation deck, high speed elevators to the observation deck (3,543 ft/min), integration of all media components of experience (including within elevators)
- concept and content design of visitor experience from start to finish

d) Over 1,000,000

e) Not public

f) January 2010

g) Maintenance contract

h) References:

Thomas M Dempsey
former General Manager, Burj Khalifa
thomasmdempsey@sbcglobal.net
+1 312 550 8935

12. Excellent safety record

13. Web and kiosk ticketing systems – all reporting distribution methods

ATTACHMENT D – COMPANY PROFILE

11. **WILLIS TOWER**

a) *The Skydeck*, The Willis Tower Observation Deck

b) Chicago, IL, USA

c) - Operations direction and management of observation deck
- including marketing, advertising, PR, staffing, training

d) Over 1,000,000

e) Not public

f) June 1974

g) Not involved

h) References:

Thomas M Dempsey
former General Manager, Willis (Sears) Tower
thomasmdempsey@sbcglobal.net
+1 312 550 8935

12. Excellent safety record

13. Web and kiosk ticketing systems – all reporting distribution methods

11. **JOHN HANCOCK CENTER**

a) *John Hancock Observatory*, Visitor experience for John Hancock Observation Deck

b) Chicago, IL, USA

c) - Operations direction and management of 360° observation deck

- including strategy, marketing, sales

d) Over 500,000

e) Not public

f) 1970

g) Not involved

h) References:

Mary Ellen Smith
Marketing Director, Golub & Company LLC
mesmith@goco.com
+1 312 440 8706

12. Excellent safety record

13. Web and kiosk ticketing systems – all reporting distribution methods

11. **SKYCITY**

a) *SkyCity*, Visitor experience for Sky Tower Observation Deck

b) Auckland, New Zealand

c) - Operations direction and management of 360° observation deck

- including strategy, marketing, sales

d) Over 600,000

e) Not public

f) March 1997

g) Not involved

h)References:

David Christian
General Manager, SkyCity Adelaide
david.christian@skycity.com.au
+61 412 455 921

12.Excellent safety record

13.Fully integrated POS (Point Of Sale) ticketing systems that covers retail, ticketing, access control and website sales

11. **SHARD LONDON BRIDGE**

a) *The Viewing Galleries*, Shard London Bridge

b) London, UK

c) - Operations direction and management of viewing galleries
- including strategy, marketing, sales

- Design of visitor experience for viewing galleries
- interior design of: lobby, ticketing area, adjoining spaces and corridors, 360° viewing galleries, elevators to viewing gallery, integration of all media components of experience
- concept and content design of visitor experience from start to finish

d) N/A (not yet open to public)

e) N/A (not yet open to public)

f) Set to open to public in 2012

g) Planning and design stages

h) References:

Charles Mavor
Chief Operating Officer, London Bridge Quarter Sellar Property Group
Charles.Mavor@sellarproperty.com
+44 (0) 20 310 23789

12.N/A (not yet open to public)

13.Web and kiosk ticketing systems

COMPANY PROFILE

-

Union Square Hospitality Group

ATTACHMENT D – COMPANY PROFILE

1. FULL LEGAL NAME
   Hudson Yards Catering LLC

2. NUMBER OF YEARS IN BUSINESS
   7 ½ years

3. NAMES OF OFFICERS AND DIRECTORS OF CORPORATION
   Hudson Yards Catering LLC is a limited liability company, which was formed on October 26, 2004 in the State of New York. Its officers are Daniel H. Meyer (CEO), Jeff Flug (President) and Karen Kochevar (CFO). Hudson Yards Catering has two primary members, Union Square Hospitality Group, LLC and RHO Events LLC. Jeff Flug will serve as the contact for Union Square Hospitality Group, LLC. Peter Peterson will serve as the contact for RHO Events LLC.

4. PRIMARY CONTRACTUAL CONTACT
   Jeff Flug, President

5. WEB PAGE ADDRESS
   www.unionsquareevents.com

6. FINANCIAL INFORMATION

   a) The work will be done from our New York office

   b) Federal tax ID number : [redacted]

   c) Credit References

   JP Morgan Chase
   Vincent Zerilli
   Vice President
   Email: vincent.j.zerilli@chase.com
   Tel: 212-270-1819

ATTACHMENT D – COMPANY PROFILE

d) Dunn & Bradstreet Reports

-

Union Square Hospitality Group

ATTACHMENT D – COMPANY PROFILE

The Dun and Bradstreet reports for Hudson Yards Catering LLC have been ordered and are currently in production. They are expected to be ready by early June, we will forward them as soon as they are complete. Thank you for your understanding.
Please do not hesitate to contact gsmprjct° with any questions you may have on this matter.

e) Financial Reports

–

Union Square Hospitality Group

ATTACHMENT D – COMPANY PROFILE

PROJECT TEAM

RONALD PARKER

rparker@unionsquareevnts.com • Cellular:

OPERATIONS MANAGEMENT

Strategic Planning • Restaurant/Hospitality Branded Concepts • Business Development

Accomplished management professional with demonstrated leadership abilities that include creatively addressing operational problems and devising effective solutions that increase efficiencies and contribute to bottom-line profits. Repeated success developing effective standardized policies and systems to control and improve key operational areas. Extensive technical knowledge facilitates the design and construction of successful hospitality branded concepts, which reduce operational budgets, streamline production levels and improve client services. Strong leader and team player with excellent multitasking skills.

CORE COMPETENCIES

Brand Concept Development	Staff Training	Visionary Leadership
Menu & Marketing Design	P&L Management	Relationship Management
AutoCAD & 3D Design	Loss Prevention	High-Volume Food Production

PROFESSIONAL EXPERIENCE

Union Square Events – New York, NY
Managing Partner 2010-Present, **Managing Director** 2009-2010

Change agent responsible for corporate restructure and rebranding of the events services division of Danny Meyers Union Square Hospitality Group. Actively involved with strategic growth strategies, new business planning, oversight of division heads and concept development.

Key Achievements:

- Attached in Bio Segment of RFP

2004-2008
Union Square Hospitality Group – New York, NY
Operations Manager

Responsible for nine distinct New York restaurant properties in the fine dining and casual segments. Working to centralize design and construction documentation while opening new restaurant locations. Actively involved with concept development and initiatives to streamline new restaurant openings. Own long range hospitality branding through management training programs and daily support.

Key Achievements:

- Joined the organization as part of the opening team to launch NYC Museum of Modern Art operations.
- Designed and managed construction for the opening of our new catering division.
- Developed business continuity programs, regulatory compliance initiatives and group purchasing programs.
- Instrumental in determining new concept development and project feasibility.
- Continually work with General Managers to refine daily operations and corporate support programs.
- Director of Operations for Special Events: featuring the Big Apple BBQ Block Party serving 100 thousand NYC residents in twelve hours.

RESTAURANT ASSOCIATES – Flushing, NY 2003-2004
Director of Operations

Direct daily operations with full responsibility for menu design and development, price points, new concept development, and design projects. Serve as primary liaison and oversee multi-unit service programs for the US Open, Tennis Canada and Indian Well Tennis. Own full accountability for bottom- line factors, including company vision, long-range strategic planning, and program development. Electronically catalogue and organize all aspects of operations including budgets, schedules, inventory, CADS, menus, and set up task lists; incorporated a private computer network and handle maintenance for new LAN IBM server. Organize annual training and seminar materials for over 2500 employees. Develop promotional materials, grab/go merchandising and brand programs.

Key Achievements:

- Responsible for annual business plans and strategic development for each stadium.
- Created a permit matrix to track all health, fire, liquor, and public assembly permits.
- Designed comprehensive CAD archive for all locations and created a digital inventory system for smallwares, warehouse and facility equipment to streamline costs.
- Instituted cross-utilization of core menu items in an effort to simplify food production, which reduced food costs and increased overall production levels.
- Significantly decreased costs associated with ontsourcing construction and design projects.
- Launched new specialty drink initiative in an effort to rejuvenate existing liquor program and consolidate inventory.

NEUMAN & BOGDONOFF New York, NY 1999-2003
Executive Chef, 2000-2003 **Sous Chef,** 1999-2000

Directed food production for over 3000 meals daily; planned menus, estimated food and beverage costs, and purchased inventory. Established strong communications between corporate clients, management teams and production facilities. Coordinated production of 40+ cooks and 4 Sous Chefs in 2 locations. Orchestrated and conducted weekly client contacts and service evaluations. Automated all inventory, purchasing and production systems to ensure streamlined operations.

Key Achievements:

- Redesigned existing production program to accommodate an annual growth of 40%.
- Planned equipment purchases and managed building of satellite kitchen to drive production and revenue growth.
- Reduced production costs and consolidated purchasing by redesigning menu.
- Introduced packing systems that ensured 99% deliverable accuracy.

Continued...

GOTHAM BAR AND GRILL – New York, NY 1998-1999
Tournant
Studied under the direction of three-star acclaimed chef Alfred Portale. Trained new staff members regarding proper cooking techniques and service needs. Personally assisted Chef Portale during Macy's public relations events.

Key Achievements:
- Improved productivity and morale by initiating effective training programs.
- Consistently promoted and trained for all hot production positions due to exceptional quality standards and time management skills.

PASTA JAYS – Fort Collins, CO 1993-1996
General Manager, 1994-1996 **Manager,** 1993-1994

Managed a family restaurant ensuring quality food, exceptional service and family values. Maintained expenses through accurate planning, waste reduction, purchasing, and cost effective operating procedures. Coordinated scheduling and weekly cost controls for staff of 35. Trained new management regarding loss prevention and proper accounting procedures. Investigated and resolved food/beverage quality and service complaints, ensuring customer satisfaction and repeat business.

Key Achievements:
- Instrumental in implementing and maintaining new point of sale systems, which reduced overall operating costs. Decreased beverage costs by 24% within first two weeks.
- Increased revenue by 5% by initiating client evaluations and promotional programs.
- Successfully retrained existing management and established positive cash flow.

EDUCATION
Associate of Science • Culinary Institute of America – Hyde Park, NY
Bachelor of Arts in Social Sciences • University of Colorado – Boulder , CO

Professional Development:
Construction Cost Estimation – New York University, Fall 2006
AutoCad Revit (3D Structure) – New York University, Fall 2006

TECHNICAL PROFICIENCIES
AutoCAD • Adobe Illustrator CS • Adobe Photoshop • MAC & Windows OS HTML • Microsoft Word • Excel • PowerPoiut • Outlook • Filemaker • Sketchup 3D • Smartworks Project Planner Pro •

ATTACHMENT D – COMPANY PROFILE

LIST OF AFFILIATES

Hudson Yards Catering LLC ("*Union Square Events*") has three wholly owned subsidiaries, Hudson Yards Enterprises LLC, Hudson Yards Services LLC and Hudson Yards Sports & Entertainment LLC.

Union Square Events does not have ownership in any other entity.

WRITTEN ACKNOWLEDGMENT

WRITTEN ACKNOWLEDGMENT

Mr. Mayrand,

We hereby confirm awareness of, and agreement to, our participation and role on the proposer's team, our role being food and beverages operations, catering services, special event coordination and servicing, management of café and restaurant for One WTC Observation Deck Request For Proposal.

Date: April 24, 2012

Company : Hudson Yards Catering LLC

Signed :

Name: Jeff Flug

Title: President

COMPANY PROFILE

-

BASE Entertainment

ATTACHMENT D – COMPANY PROFILE

1. FULL LEGAL NAME

BZ Clarity Holdings LLC
D/B/A: BASE Entertainment

2. NUMBER OF YEARS IN BUSINESS

6 years

3. NAMES AND ADDRESSES OF PARTNERS

Clarity Partners
100 N. Crescent Dr. #300
Beverly Hills, CA 90210

Scout Syndicate
3033 W. Alabama St.
Houston, TX 77098

4. PRIMARY CONTRACTUAL CONTACT

Brian Becker, Co-Chief Executive Officer
Scott Zeiger, Co-Chief Executive Officer

5. WEB PAGE ADDRESS

www.baseentertainment.com

6. FINANCIAL INFORMATION

a) The work will be done from our New York office

b) Federal tax ID number :

c) Credit References

City National
Michele Gibbons
Vice President Entertainment Account
Tel: 917-322-0624

d) Dunn & Bradstreet Reports

-

BASE Entertainment

DNBi® Risk Management

ATTN: Keith Jones
Report Printed: April 23, 2012

Live Report : BASE ENTERTAINMENT

D-U-N-S® Number: 82-845-8914
Endorsement/Billing Reference: jonesk3@dnb.com

D&B Address

Address	156 W 56th St Ste 1204 New York,NY - 10019	Location Type	Single Location
Phone	212 812-3900	Web	
Fax			

Endorsement : jonesk3@dnb.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Financial Stress Class	3
Commercial Credit Score Class	3
Lien Found	N
Out of Business Indicated	N
D&B Rating	--
Credit Limit - D&B Conservative	500.00
Credit Limit - D&B Aggressive	1,000.00
Sales	-
PAYDEX®	80
Trade Experiences In File	4
Bankruptcy Found	N
Business Net Worth	-
Employees	UNDETERMINED
Judgment Found	N

D&B PAYDEX®

D&B PAYDEX® 80

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average generally within terms

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	1	02/27/09

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

D&B Company Overview

This is a single location

Manager	SCOTT ZEIGER, PTR
Year Started	2008
Employees	UNDETERMINED
SIC	7929
Line of business	Entertainers and entertainment groups
NAICS	711190
History Status	CLEAR

Financial Stress Score Class

Financial Stress Score Class: 3

Lowest Risk:1;Highest Risk :5

Commercial Credit Score Class

Commercial Credit Score Class:3

Lowest Risk:1;Highest Risk :5

SBRI Origination Lease Score

SBRI Origination Lease Score: 846

Moderate risk of serious delinquency over the next 12 months

Commentaries

- Insufficient trade account information
- Industry classification
- Number of payment references

SBRI Origination Card Score

SBRI Origination Card Score : 825

High Risk of serious delinquency over the next 12 months

Commentaries

- Insufficient trade account information
- Industry classification
- Number of Inquiries last 12 months

SBRI Origination Loan Score

SBRI Origination Loan Score : 848

Moderate risk of serious delinquency over the next 12 months

Commentaries

- Insufficient revolving trade account information
- Industry classification
- Number of Inquiries last 12 months

Key SBRI Attributes

Total Number of Open SBRI Accounts	
Total Balance on all Open SBRI Accounts	
Total Exposure	
Maximum Age of All Open Accounts	Months
Worst delinquent all accounts past 1-3 months	
Worst delinquent all accounts past 1-12 months	
Number Of Total Accounts Ever Cycle 2+	
Time since most recent Cycle 2 on all accounts	0 Months

Predictive Scores

Currency: Shown in USD unless otherwise indicated

Credit Capacity Summary

This credit rating was assigned because of D&Bs assessment of the companys creditworthiness. For more information, see the D&B Rating Key

D&B Rating : --

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.

Below is an overview of the companys rating history since 08-24-2011

D&B Rating	Date Applied
--	08-24-2011

Number of Employees Total:	UNDETERMINED

Payment Activity:	(based on 4 experiences)
Average High Credit:	500
Highest Credit:	750
Total Highest Credit:	1,600

D&B Credit Limit Recommendation

Conservative credit Limit	500
Aggressive credit Limit:	1,000

Risk category for this business : **LOW TO MODERATE**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.
Risk is assessed using *D&Bs* scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.
The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class :

Financial Stress Class : 3

(Lowest Risk:1; Highest Risk:5)

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months.

Probability of Failure:

- Among Businesses with this Class: **0.24 %** (24 per 10,000)
- Financial Stress National Percentile : **51** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1478** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average of Businesses in D&Bs database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- High number of inquiries to D & B over last 12 months.
- UCC Filings reported.
- Limited time in business.
- Higher risk legal structure.

Financial Stress Percentile Trend:

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	51
Region: MIDDLE ATLANTIC	44
Industry: ENTERTAINMENT AND LEISURE	48
Employee range:	UN
Years in Business: 3-5	39

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score predicts the likelihood that a company will pay its bills in a severely delinquent manner (90 days or more past terms), obtain legal relief from creditors or cease operations without paying all creditors in full over the next 12 months. Scores are calculated using a statistically valid model derived from D&B's extensive data files.
The Credit Score class of 3 for this company shows that 18.4% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :

Credit Score Class : 3

Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

- Among Companies with this Classification: **18.40 %**
- Average compared to businesses in D&Bs database: **23.60 %**
- Credit Score Percentile : **53** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **429** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Low proportion of satisfactory payment experiences to total payment experiences.

Credit Score Class Percentile Trend:

Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The Incidence of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average incidence of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	53
Region: MIDDLE ATLANTIC	57
Industry: ENTERTAINMENT AND LEISURE	46
Employee range:	UN
Years in Business: 3-5	43

This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trader references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	80	Equal to generally within terms (Pays same as the average for its industry of generally within terms)
Industry Median is	80	Equal to generally within terms
Payment Trend currently is	⇔	Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	4
Payments Within Terms (not weighted)	100 %
Trade Experiences with Slow or Negative Payments(%)	0.00%
Total Placed For Collection	0
High Credit Average	500
Largest High Credit	750
Highest Now Owing	0
Highest Past Due	0

D&B PAYDEX

D&B PAYDEX® : 80

(Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average generally within terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Entertainers and entertainment groups , based on SIC code 7929 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12	3/12	4/12
This Business	UN	UN	UN	UN	UN	UN	UN	80	80	80	80	80
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	80	.
Median	.	80	.	.	80	.	.	80	.	.	80	.
Lower	.	68	.	.	69	.	.	69	.	.	69	.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The 12-month high is 80 , or equal to GENERALLY WITHIN terms
- The 12-month low is 80 , or equal to GENERALLY WITHIN terms and the D&B PAYDEX® was also unavailable during the period

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Entertainers and entertainment groups , based on SIC code 7929 .

Previous Year	06/10 Q2'10	09/10 Q3'10	12/10 Q4'10	03/11 Q1'11
This Business	UN	UN	UN	UN
Industry Quartiles				
Upper	80	80	80	80
Median	79	80	80	80
Lower	68	68	67	68

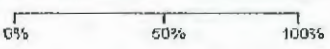
Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The present industry median Score is 80 , or equal to generally within terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	0	0	0%
50,000-100,000	0	0	0%
15,000-49,999	0	0	0%
5,000-14,999	0	0	0%
1,000-4,999	0	0	0%
Under 1,000	3	1,500	100%



Based on payments collected over last 24 months.
All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

- There are 4 payment experience(s) in D&Bs file for the most recent 24 months, with 1 experience(s) reported during the last three month period.
- The highest Now Owes on file is 0 . The highest Past Due on file is 0

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90 (%)	90> (%)
Top Industries								
Telephone communictns	2	1,250	750	100	0	0	0	0
Nonclassified	1	250	250	100	0	0	0	0
Other payment categories								
Cash experiences	1	0	0					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collections:								
With D&B	0	0	0					
Other	0	N/A	0					
Total in D&Bs file	4	1,500	750					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/12	Ppt	750	0	0		6-12 mos
06/11	Ppt	500	0	0		6-12 mos
12/10	Ppt	250	0	0		6-12 mos
04/10	(004) Cash own option .	0	0	0		6-12 mos

Payments Detail Key: red - 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-

Record Type	# of Records	Most Recent Filing Date
Liens	0	-
Suits	0	-
UCCs	1	02/27/09

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC Filings

Type	Original
Sec. Party	A1 ENTERTAINMENT SERVICES, INC., LAS VEGAS, NV
Debtor	BASE ENTERTAINMENT, LLC and OTHERS
Filing No.	2009005068-7
Filed With	SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV
Date Filed	2009-02-27
Latest Info Received	03/03/09

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	NO
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2012)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	BASE ENTERTAINMENT
Street Address:	156 W 56th St Ste 1204 New York , NY 10019
Phone:	212 812-3900
History	Is clear

Present management control	4 years

History

The following information was reported: 04/21/2012

Officer(s):	SCOTT ZEIGER, PTR BRIAN BECKER, PTR

Business started 2008.

SCOTT ZEIGER. Antecedents not available.

BRIAN BECKER. Antecedents not available.

Operations

04/21/2012

Description:	Entertainers and entertainment groups. Territory : Local.
Employees:	UNDETERMINED.
Facilities:	Rents premises in BUILDING.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
7929 9906 Entertainment service
NAICS:

711190 Other Performing Arts Companies

Financials

Currency: Shown in USD unless otherwise indicated

Company Financials: D&B

D&B currently has no financial information on file for this company.
You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the Request Financial Statements button below.

Additional Financial Data

On August 24, 2011, an inside source verified the name and address of this business but declined to give all information. Outside sources confirmed operation and location.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

There is not sufficient reported trading activity to generate 12 month Days Beyond Terms (a minimum of 3 trade experiences from at least 2 companies).

Days Beyond Terms - Past 3 & 12 Months

There is not sufficient reported trading activity to generate 3 month Days Beyond Terms (a minimum of 3 trade experiences from at least 2 companies).

Derogatory Events Last 1 Months from May 11 to May 11

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 1 month trend from May 11 to May 11

Status	May-11
Total	843
Current	843
1-30 Days Past Due	-
31-60 Days Past Due	-
61-90 Days Past Due	-
90+ Days Past Due	-

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DNBi® Risk Management

ATTN: Keith Jones
Report Printed: April 23, 2012

Live Report : BASE ENTERTAINMENT

D-U-N-S® Number: 82-845-8914
Endorsement/Billing Reference: jonesk3@dnb.com

D&B Address

Address	156 W 56th St Ste 1204 New York,NY - 10019	Location Type	Single Location
Phone	212 812-3900	Web	
Fax			

Endorsement : jonesk3@dnb.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Financial Stress Class	3
Commercial Credit Score Class	3
Lien Found	N
Out of Business Indicated	N
D&B Rating	--
Credit Limit - D&B Conservative	500.00
Credit Limit - D&B Aggressive	1,000.00
Sales	-
PAYDEX®	80
Trade Experiences In File	4
Bankruptcy Found	N
Business Net Worth	-
Employees	UNDETERMINED
Judgment Found	N

D&B PAYDEX®

D&B PAYDEX® 80

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average generally within terms

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	1	02/27/09

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

D&B Company Overview

This is a single location

Manager	SCOTT ZEIGER, PTR
Year Started	2008
Employees	UNDETERMINED
SIC	7929
Line of business	Entertainers and entertainment groups
NAICS	711190
History Status	CLEAR

Financial Stress Score Class

Financial Stress Score Class: 3

Lowest Risk:1;Highest Risk :5

Commercial Credit Score Class

Commercial Credit Score Class:3

Lowest Risk:1;Highest Risk :5

SBRI Origination Lease Score

SBRI Origination Lease Score: 846

Moderate risk of serious delinquency over the next 12 months

Commentaries

- Insufficient trade account information
- Industry classification
- Number of payment references

SBRI Origination Card Score

SBRI Origination Card Score : 825

High Risk of serious delinquency over the next 12 months

Commentaries

- Insufficient trade account information
- Industry classification
- Number of inquiries last 12 months

SBRI Origination Loan Score

SBRI Origination Loan Score : 848

Moderate risk of serious delinquency over the next 12 months

Commentaries

- Insufficient revolving trade account information
- Industry classification
- Number of inquiries last 12 months

Key SBRI Attributes

Total Number of Open SBRI Accounts		
Total Balance on all Open SBRI Accounts		
Total Exposure		
Maximum Age of All Open Accounts		Months
Worst delinquent all accounts past 1-3 months		
Worst delinquent all accounts past 1-12 months		
Number Of Total Accounts Ever Cycle 2+		
Time since most recent Cycle 2 on all accounts		0 Months

Predictive Scores

Currency: Shown in USD unless otherwise indicated

Credit Capacity Summary

This credit rating was assigned because of D&Bs assessment of the companys creditworthiness. For more information, see the D&B Rating Key

D&B Rating : --

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.

Below is an overview of the companys rating history since 08-24-2011

D&B Rating	Date Applied
--	08-24-2011

Number of Employees Total:	UNDETERMINED

Payment Activity:	(based on 4 experiences)
Average High Credit:	500
Highest Credit:	750
Total Highest Credit:	1,500

D&B Credit Limit Recommendation

Conservative credit Limit	500
Aggressive credit Limit:	1,000

Risk category for this business : **LOW TO MODERATE**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.
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The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class :

Financial Stress Class : 3

(Lowest Risk:1; Highest Risk:5)

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months.

Probability of Failure:

- Among Businesses with this Class: **0.24 %** (24 per 10,000)
- Financial Stress National Percentile : **51** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1478** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average of Businesses in D&Bs database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- High number of inquiries to D & B over last 12 months.
- UCC Filings reported.
- Limited time in business.
- Higher risk legal structure.

Financial Stress Percentile Trend:

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	51
Region: MIDDLE ATLANTIC	44
Industry: ENTERTAINMENT AND LEISURE	48
Employee range:	UN
Years in Business: 3-5	39

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score predicts the likelihood that a company will pay its bills in a severely delinquent manner (90 days or more past terms), obtain legal relief from creditors or cease operations without paying all creditors in full over the next 12 months. Scores are calculated using a statistically valid model derived from D&B's extensive data files.
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Credit Score Class :

Credit Score Class : 3

Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

- Among Companies with this Classification: **18.40 %**
- Average compared to businesses in D&Bs database: **23.60 %**
- Credit Score Percentile : **53** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **429** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Low proportion of satisfactory payment experiences to total payment experiences.

Credit Score Class Percentile Trend:

Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The Incidence of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average incidence of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

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This Business	53
Region: MIDDLE ATLANTIC	57
Industry: ENTERTAINMENT AND LEISURE	48
Employee range:	UN
Years in Business: 3-5	43

This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
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- Lower risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

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Timeliness of historical payments for this company.

Current PAYDEX is	80	Equal to generally within terms (Pays same as the average for its industry of generally within terms)
Industry Median is	80	Equal to generally within terms
Payment Trend currently is	⇔	Unchanged, compared to payments three months ago

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Total payment Experiences In D&Bs File (HQ)	4
Payments Within Terms (not weighted)	100 %
Trade Experiences with Slow or Negative Payments(%)	0.00%
Total Placed For Collection	0
High Credit Average	500
Largest High Credit	750
Highest Now Owing	0
Highest Past Due	0

D&B PAYDEX

D&B PAYDEX® : 80

(Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average generally within terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Entertainers and entertainment groups , based on SIC code 7929 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12	3/12	4/12
This Business	UN	UN	UN	UN	UN	UN	UN	80	80	80	80	80
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	80	.
Median	.	80	.	.	80	.	.	80	.	.	80	.
Lower	.	68	.	.	69	.	.	69	.	.	69	.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The 12-month high is 80 , or equal to GENERALLY WITHIN terms
- The 12-month low is 80 , or equal to GENERALLY WITHIN terms and the D&B PAYDEX® was also unavailable during the period

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Entertainers and entertainment groups , based on SIC code 7929 .

Previous Year	06/10 Q2'10	09/10 Q3'10	12/10 Q4'10	03/11 Q1'11
This Business	UN	UN	UN	UN
Industry Quartiles				
Upper	80	80	80	80
Median	79	80	80	80
Lower	68	68	67	68

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The present Industry median Score is 80 , or equal to generally within terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	0	0	0%
50,000-100,000	0	0	0%
15,000-49,999	0	0	0%
5,000-14,999	0	0	0%
1,000-4,999	0	0	0%
Under 1,000	3	1,500	100%

0% 50% 100%

Based on payments collected over last 24 months.
All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

- There are 4 payment experience(s) in D&Bs file for the most recent 24 months, with 1 experience(s) reported during the last three month period.
- The highest Now Owes on file is 0 . The highest Past Due on file is 0

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90 (%)	90> (%)
Top Industries								
Telephone communictns	2	1,250	750	100	0	0	0	0
Nonclassified	1	250	250	100	0	0	0	0
Other payment categories								
Cash experiences	1	0	0					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collections:								
With D&B	0	0	0					
Other	0	N/A	0					
Total in D&Bs file	4	1,500	750					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/12	Ppt	750	0	0		6-12 mos
06/11	Ppt	500	0	0		6-12 mos
12/10	Ppt	250	0	0		6-12 mos
04/10	(004) Cash own option .	0	0	0		6-12 mos

Payments Detail Key: red - 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-

Record Type	# of Records	Most Recent Filing Date
Liens	0	-
Suits	0	-
UCCs	1	02/27/09

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC Filings

Type	Original
Sec. Party	A1 ENTERTAINMENT SERVICES, INC., LAS VEGAS, NV
Debtor	BASE ENTERTAINMENT, LLC and OTHERS
Filing No.	2009005068-7
Filed With	SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV
Date Filed	2009-02-27
Latest Info Received	03/03/09

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	NO
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2012)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	BASE ENTERTAINMENT
Street Address:	156 W 56th St Ste 1204 New York , NY 10019
Phone:	212 812-3900
History	Is clear

Present management control	4 years

History

The following information was reported: 04/21/2012

Officer(s):	SCOTT ZEIGER, PTR BRIAN BECKER, PTR

Business started 2008.

SCOTT ZEIGER. Antecedents not available.

BRIAN BECKER. Antecedents not available.

Operations

04/21/2012

Description:	Entertainers and entertainment groups. Territory : Local.
Employees:	UNDETERMINED.
Facilities:	Rents premises in BUILDING.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
7929 9906 Entertainment service
NAICS:

711190 Other Performing Arts Companies

Financials

Currency: Shown in USD unless otherwise indicated

Company Financials: D&B

D&B currently has no financial information on file for this company.
You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the Request Financial Statements button below.

Additional Financial Data

On August 24, 2011, an inside source verified the name and address of this business but declined to give all information. Outside sources confirmed operation and location.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

There is not sufficient reported trading activity to generate 12 month Days Beyond Terms (a minimum of 3 trade experiences from at least 2 companies).

Days Beyond Terms - Past 3 & 12 Months

There is not sufficient reported trading activity to generate 3 month Days Beyond Terms (a minimum of 3 trade experiences from at least 2 companies).

Derogatory Events Last 1 Months from May 11 to May 11

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 1 month trend from May 11 to May 11

Status	May-11
Total	843
Current	843
1-30 Days Past Due	-
31-60 Days Past Due	-
61-90 Days Past Due	-
90+ Days Past Due	-

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e) Financial Reports

-

BASE Entertainment

See notes to consolidated financial statements

See notes to consolidated financial statements

ATTACHMENT D – COMPANY PROFILE

PROJECT TEAM

ATTACHMENT D – COMPANY PROFILE

7. KEY PROPOSED PROJECT PERSONNEL

a) Principals

BRIAN BECKER – Co-Chief Executive Officer
SCOTT ZEIGER - Co-Chief Executive Officer

b) Executives

DAVID COLLINS – Executive Vice President, Finance
FAITH CLARY – Executive Vice President, Administration

c) Management

TBD

8. RESUME

e) Brian Becker worked for BASE for 6 years
Scott Zeiger worked for BASE for 6 years
David Collins worked for BASE since 2011
Faith Clary worked for BASE for 6 years

f) Selected projects:

- *Phantom of the Opera Spectacular* – Las Vegas, NV
- *Peepshow* – Las Vegas, NV
- *Absinthe* – Las Vegas, NV
- *Stomp Out Loud* – Las Vegas, NV
- *Jersey Boys* – Las Vegas, NV
- *Martin Short – Fame Becomes Me* – New York, NY
- *Lion King* – Singapore
- *Wicked* – Singapore
- *Renovation of the Theatre for Performing Arts / Planet Hollywood* – LV, NV
- *Renovation of the Showroom / Planet Hollywood* – Las Vegas, NV
- *Consulting/Design Assistance for 2 Marina Bay Sands theatres* – Singapore
- *Ohtake Theater* – South America
- *Spy Exhibit* – New York, NY

g) 40 hours a week

h) Upcoming projects:

- Multiple exhibits around the world
- Sea Monster Exhibit
- Diner – New York, NY
- Jersey Boys – South Africa / Asia tour
- Rock of Ages – Las Vegas, NV
- Arribal – South America
- New 1400 seat theater in Brazil

Brian E. Becker
Co-Chief Executive Officer

Brian E. Becker is an entertainment industry veteran with more than 20 years of experience building and managing worldwide live entertainment businesses.

From 2000 to 2005 Becker served as Chairman and CEO of Clear Channel Entertainment, the world's leading producer and promoter of live entertainment events, as well as the world's largest owner and operator of event venues, managing acquisitions and operations in the music, theater, motor sports, exhibitions, properties and sports agency businesses. During his tenure, Becker was named one of the 100 Most Powerful People in Entertainment by "Entertainment Weekly" Magazine for four consecutive years.

Prior to SFX Entertainment's sale to Clear Channel Communications in 2000, Becker served as Executive Vice President and Director of SFX Entertainment, and was involved in the development and implementation of corporate strategies and operations, including the acquisition and integration of more than 40 of the world's most successful live entertainment companies.

From 1996 to 1998, Becker served as CEO and President of PACE Entertainment Corporation, which at the time was the largest diversified live entertainment company in the world.

Becker received a Bachelor's degree from Stanford University and his MBA from the University of California, Los Angeles. He serves on the Community in Schools, Gibson Guitar Corporation and the Alpha-1 Foundation boards of directors, as well as other advisory boards.

Under Becker's management, PACE/SFX/CCE: established leading national networks in each of the music (amphitheaters), specialized motor sports, and theatrical (subscription series) industries; produced major rock tours (Madonna, The Rolling Stones and U2) and Tony Award-winning Broadway theater (*The Producers*, *The Who's Tommy*); managed star athletes (Michael Jordan, Andre Agassi and Pedro Martinez); and developed venues (The Boston Opera House, The Tweeter Center of Philadelphia/Camden).

Scott Zeiger
Co-Chief Executive Officer

Scott Zeiger has been producing and presenting live entertainment events and has been an industry leader for over 20 years.

In 2005 Zeiger founded and served as Chairman and CEO of Clear Channel Entertainment's newly formed Productions Group. As head of CCEPG, he developed new intellectual properties and extended the Company's content portfolio; several of these properties are now a part of BASE Entertainment. Prior to

forming this new division, Zeiger served as CEO of CCE's North American Theatrical division from 2000 to 2005.

Prior to its acquisition by Clear Channel Entertainment, Zeiger served as President of SFX Theatrical Group from 1998 to 2000 and managed a period of sustained growth in the Company's international acquisition and producing efforts. During his tenure, SFX Theatrical Group became one of the largest theatrical companies in the world.

As a founding executive of PACE Theatrical Group in 1983 until the Company's acquisition by SFX Entertainment, Zeiger served in several capacities, from Vice President of Marketing to President, and was involved in the formation of the North America's first and largest nationwide circuit of Broadway theatrical subscription programs, through the renovation and operation of legitimate theatres; the acquisition and development of new subscription markets; the formation of partnerships with leading performing arts institutions and the supervision of the company's extensive producing and investment efforts.

Zeiger began his live entertainment career as a regional marketing director for *Ringling Brothers' Barnum & Bailey Circus* and the Walt Disney Ice Shows upon graduation from the University of Florida, where he produced events as an undergraduate and graduate student in the business school.

Zeiger has earned five Tony Awards as a producer and many others for his productions. He sits on the executive committee of the League of American Theatres and Producers and the Tony Management Committee. Zeiger's portfolio of productions includes: *The Who's Tommy, The Producers, Billy Crystal's 700 Sundays, The Music of Andrew Lloyd Webber, Blue Man Group* Toronto, and *Phantom The Las Vegas Spectacular* at The Venetian Resort-Hotel-Casino in Las Vegas; and his legitimate theater venue developments include The Hilton Theater on Broadway in New York, The Boston Opera House, and The Baltimore Hippodrome Theater.

Faith Clary
Executive Vice President, Administration

Faith Clary has more than 17 years of experience in office management, payroll management, benefit plan administration and management of executive corporate offices. Clary joined Clear Channel Entertainment in 2000 to manage the Office of the Chairman. From 1996-2000, Clary managed the Office of the Chairman of Metro Networks. Prior to 1996, Clary worked in the insurance industry, managing a team of claim administrators for Highlands Insurance Company.

David Collins
Executive Vice President, Finance

David Collins is an accomplished financial executive with over 20 years of experience in a broad range of industries. He has significant experience building, strengthening, and leading finance departments of public and private corporations in various start-up, turnaround, and stable situations.

Prior to joining BASE Collins was Senior Vice President / CFO of Sterling Chemicals, a manufacturer of specialty chemicals, where he was responsible for all finance, accounting and business development functions. Under his tenure as CFO, Sterling successfully executed a merger/sale of Sterling to Eastman Chemical. From 2003 to 2009 Collins was the CFO of Petrosearch Energy Corporation, an independent oil and gas exploration and production company, where he was responsible for all accounting, finance and administrative functions of the company. Under his tenure as CFO, Petrosearch raised over $50 million in capital and successfully executed a merger/sale of Petrosearch to Double Eagle Petroleum.

Collins began his career with Ernst and Young in New York City and is a CPA with comprehensive, in-depth experience across all corporate finance, accounting, treasury, and financial management functions.

WRITTEN ACKNOWLEDGMENT

WRITTEN ACKNOWLEDGMENT

Mr. Mayrand,

We hereby confirm awareness of, and agreement to, our participation and role on the proposer's team, our role being ticketing and client service, marketing, advertising, partnerships and PR, security, general maintenance, retail operations and merchandizing management for One WTC Request For Proposal.

Date: 4/19/12

Company: BZClarity Holdings, LLC dba BASE Entertainment

Signed:

Name: Brian E. Becker

Title: CO-CEO

WRITTEN ACKNOWLEDGMENT

Mr. Mayrand,

We hereby confirm awareness of, and agreement to, our participation and role on the proposer's team, our role being ticketing and client service, marketing, advertising, partnerships and PR, security, general maintenance, retail operations and merchandizing management for One WTC Request For Proposal.

Date: 4/19/2012

Company: BZ Clarity Holdings, LLC

Signed:

Name: Scott Zeiger

Title: Co-CEO

COMPANY PROFILE

-

Condé Nast

Attachment D – Company Profile

The following information should be provided for each member of the Proposer's team:

1. Full Legal Name **Advance Magazine Publishers Inc. (AMPI) (a/k/a Condé Nast)**
2. Number of years in business **AMPI – 13 years (Condé Nast – since 1909)**
3. If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.
4. Primary contractual contact **John W. Bellando**
5. Web page address **www.condenast.com**
6. 'Financial statements for the three (3) previous years and interim year to date. *The financial information submitted shall remain confidential.*[*]
    a. If your firm has multiple offices, please provide this information for the office from which your firm will be providing the bulk of the services for this project, and the firm as a whole.
    b. Federal tax ID number **EIN**
    c. Please list three (3) credit references:
        i. Bank Reference
        ii. Name of Bank Reference Contact
        iii. Bank Reference Telephone Number
    d. Submit the following Dunn and Bradstreet Reports for your firm:
        i. Comprehensive Report
        ii. Commercial Credit Scoring Report
    e. Balance Sheet Financials that include the following:
        i. Date of balance sheet
        ii. Retained earnings
        iii. Current assets

[*] **In connection with our lease of approximately 1.2 million square feet of space at One World Trade Center, we underwent an extensive financial review. Please call if you wish to discuss.**

iv. Liquid assets

v. Net profit

vi. Assets/Liabilities ratio

vii. Current liabilities

viii. Total debt

Project Team

7. Please provide the resumes of key proposed project personnel. Key resumes would include:

   a. Principals See attachment

   b. Executives See attachment

   c. Management TBD

   d. Other as required (please enumerate)

8. Please include the following information for each team member:

   e. Number of years employed by the firm.

   f. List of projects completed by this individual and associated project reference(s).

   g. Minimum number of hours per week this individual will be specifically dedicated to this project.

   h. Other projects this individual is scheduled for participation in, from September 2011 through December 2014, as a member of the development team of your firm.

~~9. If the operator is proposing as a team (consortium) inclusive of designers, architechts, and other relevant consultants to deliver a complete Observation Deck design, resumes of key consortium members should be included. Relevant experience, such as projects, key personnel, number of years employed by the firm, etc. should be included as qualifications / references for these firms. It should be noted that New York City expertise and familiarity with local building codes, safety rules and regulations should be taken into account and therefore a New York State licensed Architect of Record and Engineer is suggested.~~

~~10. Project Experience and References~~

~~11. Please provide a description of at least three (3) comparable venues for which your firm provided development, operations and management services (and design, if Proposer intends to provide such services) in the past five years. A comparable venue would be one which is a high quality attraction within the tourism and leisure industry that attracts at least 500,000 visitors per annum and has an annual operating budget of at least $5 million. Description should include, at a minimum:~~

a. ~~Venue / attraction Name~~

b. ~~Project Location~~

c. ~~Services provided / business structure (did proposer participate in the development of the venue?)~~

d. ~~Annual Attendance for the venue / attraction~~

e. ~~Annual revenue / profit from the venue / attraction~~

f. ~~Project Opening Date (Month and Year)~~

g. ~~Current status / involvement~~

h. ~~References (please include: name, title, organization / entity, telephone number and email address)~~

12. ~~Safety Record for these venues/attractions.~~

13. ~~Experience in using large volume ticketing systems (including web based kiosks, etc.)~~

ATTACHMENT 1 of 1
TO
Attachment D – Company Profile

Response to Question 7:

Principals

Name	Title at AMPI
Donald E. Newhouse	Director, VP
S. I. Newhouse, Jr.	Director, President
Steven O. Newhouse	Asst. Treasurer, Asst. Secretary

Executives

Name	Title at AMPI
Thomas S. Summer	Chief Financial Officer
John W. Bellando	VP, Treasurer

John Bellando is Chief Operating Officer and Chief Financial Officer of Condé Nast. He presides over the accounting, finance, treasury, strategic sourcing, real estate/office services and editorial rights and permissions departments. Mr. Bellando also oversees the corporate fiduciary responsibilities for Condé Nast, Fairchild Fashion Media and Parade.

He joined Condé Nast as Senior Vice President of Accounting and Finance in 1999 after holding senior finance roles at Bertelsmann A.G., Random House and Macmillan Inc.

Mr. Bellando has a B.A. from Brooklyn College and is a Certified Public Accountant.

ATTACHMENT D – COMPANY PROFILE

WRITTEN ACKNOWLEDGMENT

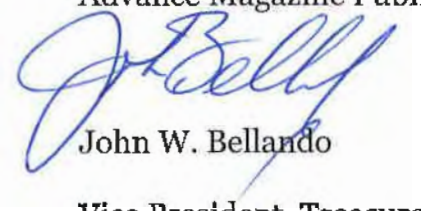
WRITTEN ACKNOWLEDGMENT

Mr. Mayrand,

We hereby confirm awareness of our proposed participation and role on the proposer's team, our role being editorial direction, content development and content licensing for One WTC Observation Deck Request For Proposal.

Date : May 4, 2012

Company : Advance Magazine Publishers Inc.

Signed : 

Name : John W. Bellando

Title : Vice President, Treasurer

Addendum to section 10. Legal Proceedings within main document

The following information is provided in confidence:

Please be advised that Advance Magazine Publishers Inc. (a/k/a Condé Nast) has only one pending litigation with possible exposure that could be material. (For purposes of this response, "material" is defined as possible exposure in excess of $2 million.) That litigation, Brian King v. Condé Nast, was filed in Los Angeles County Superior Court in December 2011 and relates to alleged violation of a California statute. No other pending litigation or administrative or other proceedings against Advance Magazine Publishers Inc. are material. There have been no legal or other proceedings relating to the performance or procurement of a contract that were concluded within the past five years with a material adverse result. Advance Magazine Publishers Inc. submits this information with the requirement that it be considered proprietary information and kept confidential.

ANNEX VII
ATTACHMENT E

COMPANY PROFILE CONTACT INFORMATION

CONTACT INFORMATION

-

gsmprjct°

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

   gsmprjct° creation inc.

2. Business Address (to receive mail for this RFP):

   777 de la Commune West, suite 200

   Montreal, Quebec H3C 1Y1 Canada

3. Business Telephone Number:
   514-288-4233

4. Business Fax Number:
   514-288-3820

5. Firm website:
   www.gsmprjct.com

6. Federal Employer Identification Number (EIN):
   Will be obtained subsequently

7. Date (MM/DD/YYYY) Firm was Established: 12 / 19 / 1977

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

   See next page

9. Officer or Principal of Firm and Title:

Yves Mayrand, President

10. Name, telephone number, and email address of contact for questions:

Vincent Brie

cell: 514-965-0202 email: vincent.brie@gsmprjct.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ¯ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

CONTACT INFORMATION

-

Union Square Hospitality Group

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Hudson Yards Catering LLC
2. Business Address (to receive mail for this RFP):
   640 West 28th Street, 8th Floor
   NY, NY 10001
3. Business Telephone Number:
   212-488-1500
4. Business Fax Number:
   212-239-0745
5. Firm website:
   www.unionsquareevents.com
6. Federal Employer Identification Number (EIN):
7. Date (MM/DD/YYYY) Firm was Established: 10 / 26 / 2004
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   Hudson Yards Enterprises LLC; 26-3840310, same address
   Hudson Yards Services LLC, 26-4487296, same address
   Hudson Yards Sports & Entertainment LLC, 26-2427473

9. Officer or Principal of Firm and Title:

Jeff Flug, President

10. Name, telephone number, and email address of contact for questions:

Ron Parker, Managing Director, Business Development,
rparker@unionsquareevents.com, 646-747-7223

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☑ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

CONTACT INFORMATION

-

BASE Entertainment

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   BZ Clarity Holdings LLC dba BASE Entertainment
2. Business Address (to receive mail for this RFP):
   156 W. 56th St #1102
   ny, ny 10019
3. Business Telephone Number:
   212 812 3900
4. Business Fax Number:
   212 812 3875
5. Firm website:
   www.baseentertainment.com
6. Federal Employer Identification Number (EIN):
7. Date (MM/DD/YYYY) Firm was Established: 4/10/2006
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   See attached #1

9. Officer or Principal of Firm and Title:

Brian E Becker : Scott L. Ziger - Co-CEO's

10. Name, telephone number, and email address of contact for questions:

Faith Clary. faith@baseentertainment.com
718-877-0440

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☑ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

Attachment #1

Subsidiary Name	EIN number
BASE Entertainment Asia, LLC	[redacted]
BZ Clarity Marina Bay Cheetah, LLC	
BASE Las Vegas Jersey Boys LLC	
BZ Clarity Phantom Sub, LLC	
BZ Clarity Cabaret, LLC	
Peepshow Las Vegas II LLC	
Peepshow Las Vegas LP	
BZ Clarity Theatrical LV - LLC	
BZ Clarity Short Sub LLC	
BZ Clarity Mangement Services, LLC	
BASE Brady, LLC	
BASE Cirque Winter, LLC	
BASE Caveman, LLC	
BZ Clarity/Broadway Sub, LLC	
BZ Clarity Tango, LLC	
BZ Clarity Tent Sub, LLC	
BZ Clarity Copperfield Sub, LLC	
BASE Line Staffing, LLC	
BASE Presents, LLC	
BASE Spy Craft, LLC	

CONTACT INFORMATION

-

Condé Nast

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

   Advance Magazine Publishers Inc. (AMPI)

2. Business Address (to receive mail for this RFP):

   Four Times Square

   New York, NY 10036

3. Business Telephone Number:

   (212) 286-2474

4. Business Fax Number:

   (212) 286-6626

5. Firm Website:

   www.condenast.com

6. Federal Employer Identification Number (EIN):

   [redacted]

7. Date (MM/DD/YYYY) firm was Established: **09/18/1998**

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

   AMPI is part of a multinational company with over a hundred affiliated entities.

9. Officer or Principal of Firm and Title:

John W. Bellando, Vice President, Treasurer

10. Name, telephone number, and email address of contact for questions:

John W. Bellando (212) 286-2474

John_Bellando@condenast.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ___ Yes **X** No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web-site – http://www.panynj.gov/business-opportunies/supplier-diversity.html, to receive information and apply for certification.

MetLife
LEGENDS
Hospitality, LLC

Photo: SOM | Silverstein Properties, Inc./ dbox studio

ONE WORLD OBSERVATORY *SEE FOREVER*

ONE WTC OBSERVATION DECK Development and Management RFP
[60 Page RFP Response document]

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COVER LETTER

200 Park Avenue
16th Floor
New York, NY 10166

David W. Checketts
Chairman and CEO

May 3, 2012

WTC Tower 1, LLC
c/o The Durst Organization
One Bryant Park
New York, New York 10036

LEGENDS
Hospitality, LLC

Re: Observation Deck Development and Management Proposal

To Whom It May Concern:

On behalf of Legends Hospitality LLC ("Legends"), I am thrilled to provide you with our response to your RFP for the Observation Deck Development and Management at One World Trade Center. **Legends is a company with a great passion for revolutionizing the Guest experience when they visit any of our venues.** That is why we have engaged a world-class team to design, build and manage this iconic attraction, for which Legends is the single entity proposer. As is Legends' companywide philosophy, we are dedicated to provide and manage the best in customer service and already deliver it to over six million Guests annually in the venues we serve. We are uniquely qualified to design, build and operate this experience, which will be enjoyed by 3 to 5 million Guests annually. We have dubbed the attraction **ONE WORLD OBSERVATORY**; it will celebrate the commonality that links every member of the global community. Destined to be a "must stop" for every tourist, ONE WORLD OBSERVATORY will also become a favorite destination for those who call New York City home.

Beginning the moment our Guests consider making a visit and ending when they complete their experience at ONE WORLD OBSERVATORY, everything about their journey must be first-class. That is why we have retained **The Hettema Group (THG)**, a renowned creator of experiential entertainment and creative projects for museums, theme parks, heritage sites and retail, dining and entertainment destinations across the globe, to develop the Guest experience for ONE WORLD OBSERVATORY. We believe that as you review our proposal, you will agree that the Guests' journey through our attraction will be one of the most memorable activities they partake in New York City. Not only will the views be spectacular, but every Guest will be educated, informed and entertained — from the time they arrive at our front door until they depart the building. The total Guest experience will be more than one hour and will include their time in the queue, where they learn about the resilience of the human spirit that is represented by the rebuilding of World Trade Center; the elevator ride up, where they will travel through space and time to discover how New York City has risen over the past centuries; a dramatic preshow film that will emphasize the global nature of New York City and the global community that visits the World Trade Center, the spectacular view itself, augmented by show elements and informative Tour Ambassadors to help interpret the sights Guests observe all around them; and the elevator ride down — an experience too spectacular to describe. Our Guests will have a chance to enjoy refreshing beverages and freshly made iconic New York City food selections as well as purchase a keepsake of their memorable trip.

The Hettema Group is led by Phil Hettema, an industry veteran with over thirty years experience in the event and attractions industry, with key roles in the production of the L.A Olympic Opening and Closing Ceremonies, Liberty Weekend Statue of Liberty Centennial, and over 14 years at Universal Studios as Sr. VP of attraction development for Universal theme parks worldwide. Since forming The Hettema Group over ten years ago, the firm has been engaged in master planning, concept design and execution of an international menu of projects, including the award winning "Beyond All Boundaries" presentation at the National World War II Museum (Exec. Producer Tom Hanks), Sanrio "Hello Kitty" theme park in Anji, China and the world's largest Observation Wheel (currently under construction in Las Vegas by Caesars Entertainment). THG was selected by the U.S State Department to design and execute the United States Pavilion for the Yeosu Korea World Expo, which will open in May, 2012. THG is composed of a group of creative talent second to none, that have a passion for delivering the absolute best in Guest experience.

While all elements of the attraction's design and fit-out will be executed by THG, the remainder of the facility design will be completed by **Montroy Andersen DeMarco (MADGI)**, a firm whose principals have practiced together in their Manhattan offices for more than 20 years. MADGI's philosophy is that successful projects require strong design and effective execution. In other words, the MADGI team believes that product and process are equally important. Through every phase of a project, the company integrates aesthetics into the practical demands of budget and schedule and provides a comprehensive service that

CONTINUED

LEGENDS

Hospitality, LLC

connects ideas to results. In addition to office designs too numerous to list and Manhattan residential complexes — the largest more than half a million square feet — MADGI has been responsible for the design and construction coordination of projects such as Discovery TSX in Times Square, the Rock and Roll Annex, Daffy's, and Bill's Bar and Burgers in Rock Center.

For all Facility Construction we have engaged **JRM Construction Management, LLC (JRM)**. Headquartered in New York City, JRM provides construction management and general contracting services to a respected client base across the United States. Founded on the principles of trust, integrity and respect, JRM delivers the highest quality products and services to clients that include Fortune 500 corporations, major law firms, leading luxury retailers and financial services firm. In addition to completing hundreds of thousands of square feet of retail space and office renovation and build-out, JRM has been responsible for the build out of Discovery TSX and the renovation of the Minskoff Theatre. MADGI, JRM, and Legends staff have successfully worked together in the past to design, build, and construct within budget and on schedule. Legends will hold individual contracts with THG, MADGI, and JRM for the design, construction and installation of the project.

In addition to being the business owner and providing project management for the design, construction, and installation of the project—which Legends and/or members of our management team have done for $100+ million projects such as the Renovation and Reopening of Radio City Music Hall, major elements of Yankee Stadium and Cowboys Stadium, Rio Tinto Stadium and The Peabody Opera House —Legends will manage and operate all elements of the ONE WORLD OBSERVATORY destination including the core business (Observatory), the Horizons Café, Apogee Lounge, and Skyline Bistro, each with signature food entrées and specialty beverages, and the ONE WORLD gift shop. At Legends we pride ourselves in providing legendary customer service and the highest quality Guest experience. This mantra will guide our every action for the ONE WORLD OBSERVATORY, from the moment our Guests consider a visit, until they leave our care – our aim is to give them the best, and one of the most memorable experiences in New York City. That philosophy guides us as we successfully serve millions of Guests every year at all of our venues and entertainment destinations around the United States.

Legends is a strong, profitable and well-capitalized company. We are owned by a partnership of Goldman Sachs, the Yankees and the Cowboys. As a New York City-based company, we also have a passion for this city equal to our passion to exceed our Guests' expectations. You will learn much more about our company and its management team as you review this proposal. If we are so fortunate as to be entrusted to build and operate what we believe will become a priceless jewel in New York City's crown, we will do it in a way that will make us all very proud.

As you will see from our financial proposal, we plan to invest over $62 million in this project and offer you a NPV return of over $500 million. We believe the resulting attraction will surpass all others of its kind, and the business will provide an extraordinary return on both of our investments in this incredible New York City icon.

Sincerely,

David W. Checketts
Chairman and CEO
Legends Hospitality LLC

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EXECUTIVE SUMMARY

Executive Summary

Synopsis

Legendary customer service and a great Guest experience is Legends companywide philosophy. For **ONE WORLD OBSERVATORY**, Legends proposes to engage a world-class team to execute this vision in this proposal. We will invest in excess of $62 million and complete all work on ONE WORLD OBSERVATORY prior to opening day, now planned in the first quarter of 2015. ONE WORLD OBSERVATORY will be the premier attraction of its kind and a "must stop" for New York City tourists as well as an attractive destination for New York City and the Tri-State Area's residents. As owner, Legends will manage and operate the business by leveraging our executive staff and employing high-caliber personnel dedicated to the operation, sales, Guest experience, marketing and maintenance of ONE WORLD OBSERVATORY, Horizons Café, Apogee Lounge, Skyline Bistro, and the ONE WORLD OBSERVATORY Gift Shops. We will use all of our resources, including relationships with our owners (the New York Yankees, Goldman Sachs and the Dallas Cowboys) to maximize ticket sales, revenues and long-term profitability. Legends will pay a minimum rent of $14.0 million per year to the World Trade Center owners and also share profit with the World Trade Center owners based on a 65/35 percent split in favor of the WTC owner; we estimate the risk adjusted **NPV of all of our payments to the WTC owners to be $513 million.**

Legends is excited and confident in the program and creative experience that has been developed for this RFP submittal, but we are aware that the Owners may have specific preferences or requirements which may be different than the plan presented here. This Creative Proposal may be considered a starting point, and our team looks forward to working with the Owners to mutually arrive at the best possible Observatory experience.

Concept

For New Yorkers and people around the globe, One World Trade Center will be much more than a beautiful new skyscraper in Lower Manhattan. It will stand as a beacon of hope—a monumental icon of renewal and rebirth, and an enduring testament to the resilience of the human spirit. Ascending skyward to a symbolic height of 1,776 feet, this architectural marvel will restore the World Trade Center's original distinction as America's tallest building while also reinventing the New York City skyline for the 21st century. It will reassert New York City's role as a hub of international trade and tourism, while attracting diverse new enterprises to Manhattan's Financial District. And, it will pay homage to America's long tradition of skyscraper construction, while setting new standards for sustainability, security, and life-safety.

Near the top of this rising phoenix, a three-story observatory will restore another famed aspect of the original World Trade Center towers—their phenomenal views. Guests to One World Trade Center will ascend to levels 100, 101, and 102 of the building for an eagle's-eye perspective of New York City and its surroundings. With nearly the entire island of Manhattan to the north, Brooklyn to the east, the Port of New York and New Jersey to the west, and Ellis Island and the Statue of Liberty to the south, this will be the place to enjoy "the biggest" view of the city. However, the observatory will serve an even greater purpose.

This proposal outlines a concept for a state-of-the-art Guest experience that will elevate the One World Trade Center observation deck from a spectacular sightseeing opportunity to an inspirational personal journey. At ONE WORLD OBSERVATORY, a series of cutting-edge multimedia presentations and exhibits will immerse Guests in an uplifting tribute to the new World Trade Center as a global nexus of 21st-century commerce, culture, and community set in the heart of the most dynamic international city in the world. While the adjacent 9/11 Memorial and Museum will honor the individuals who lost their lives on one of the darkest days in U.S. history, ONE WORLD OBSERVATORY will respectfully look ahead, reflecting a new era of hope and optimism for the future.

Guests at ONE WORLD OBSERVATORY will progress through a series of experiential thresholds that will transport them on a journey into the story of this iconic building and city. Along the way, Guests will feel an emotional sense of "rising up" as they become an integral part of that story before physically ascending more than 1250 feet to the one and only place to "see all of New York". Highlights of the Guest journey include:

- A highly engaging preshow that welcomes Guests and provides an immersive background on the creation of the building and the foundations (literally and metaphorically) which it stands upon.

- A unique "Skypod" experience which combines a state of the art virtual technology with the fastest elevators in the world.

- The Observatory and its spectacular view, seamlessly augmented by a dramatic and emotional "reveal", dramatic viewing galleries, highly personalized interpretation and interactive components, and of course, world class food, beverage, and retail opportunities.

- A thrilling "bonus" "Skypod" experience on the return to entry level, which soars dramatically over southern Manhattan to conclude the Guest experience.

The entire Guest experience is designed to create a seamless experience which is far more than a typical Observatory visit. Guests to the ONE WORLD OBSERVATORY will be engaged, educated, and emotionally impacted by their experience and the connections they will feel for this most important building.

Business Plan

Our business has three distinct parts:

Observatory

This is the business associated with selling tickets and fulfilling the Guest experience associated with the ONE WORLD OBSERVATORY. This core business includes the marketing and sales of tickets, the Guest experience and flow through each element of the show, and the management of the facility to support the maximum possible theoretical hour capacity (THC) of the attraction. Each element of the attraction has been designed to support the maximum THC – which is currently determined by the physical size of the space on levels 102, 101, and 100.

Based on internal efforts and research conducted by outside consultants, Legends has concluded that the annual demand will range from 3 to 5 million Guests at a net average ticket price of just under $25. The Observatory's high margin, coupled with building related space and capacity limitations, means it must be the focus of the overall business plan. Ancillary businesses are important, but must not be implemented in a fashion that limits the Observatory. We plan on initial operation of the ONE WORLD OBSERVATORY to be 90 hours per week (four days at 12 hours a day and three days at 14 hours per day). THC is 1,125 yielding a theoretical annual capacity of about 5.3 million Guests. Our first year pro forma has been modeled on 60 percent of capacity and taken into account monthly seasonality— that results in a first year attendance of 3.2 million Guests, and approximately $33.1 million in Operating Profit for the Observatory.

The Marketing and Sales Program will be multifaceted – focusing on groups and individuals, domestic and international tourists, and New York City and Tri-State area residents. There will be a variety of ticket options, encouragement for Guests to buy tickets in advance for a specific day and time, and leveraging of our efforts through all advertising sales, promotion and marketing channels – using traditional, as well as, emerging (social) media and advertising. A state-of-the-art ticketing and point of sale system will be employed that is user friendly and supports purchases on the internet and on mobile devices for single visit tickets, annual passes, and combination offers.

For group sales, we will establish a full time call center in either our New Jersey or New York offices that will focus on both outbound and inbound calls, face to face appointments, international and domestic tour companies, annual conventions, travel and bus companies, faith-based organizations, schools, sporting programs, and hotels and concierges.

Food, Beverage and Merchandise

These businesses include the Food, Beverage, and Merchandise facilities we manage (Restaurants, Bars, Retail, Photos, Audio Rentals) and areas that support them. Consistent with the discussion above, Food, Beverage and Merchandise businesses have been budgeted conservatively. The total combined per capita spending included in the pro forma is $4.32, with these businesses contributing about $1.7 million annually to Operating Profit. Initially, in order not to impact elevator capacity during peak times for the Observatory, Food, Beverage, and Merchandise business will be largely limited to Observatory Guests and building tenants. During non-peak periods (evenings), the restaurants and bars will be open to the public, but priced in a manner that will encourage a combination dining and Observatory experience.

The restaurant's kitchen is designed to accommodate and support an a la carte plated white tablecloth and china menu, and a plated or buffet meal-catered event for up to 500. This kitchen will be state-of-the-art, featuring Energy Star rated equipment.

Guests will have the opportunity to purchase photos, gifts, and souvenir merchandise at two distinct gift shops. One gift shop will be located on the observation deck just before Guests descent from the top, and the other gift shop will be located in the lower lobby after exiting the elevator, but before exiting the experience. Merchandise will be custom designed and sourced by our merchandising department.

Special Events Business

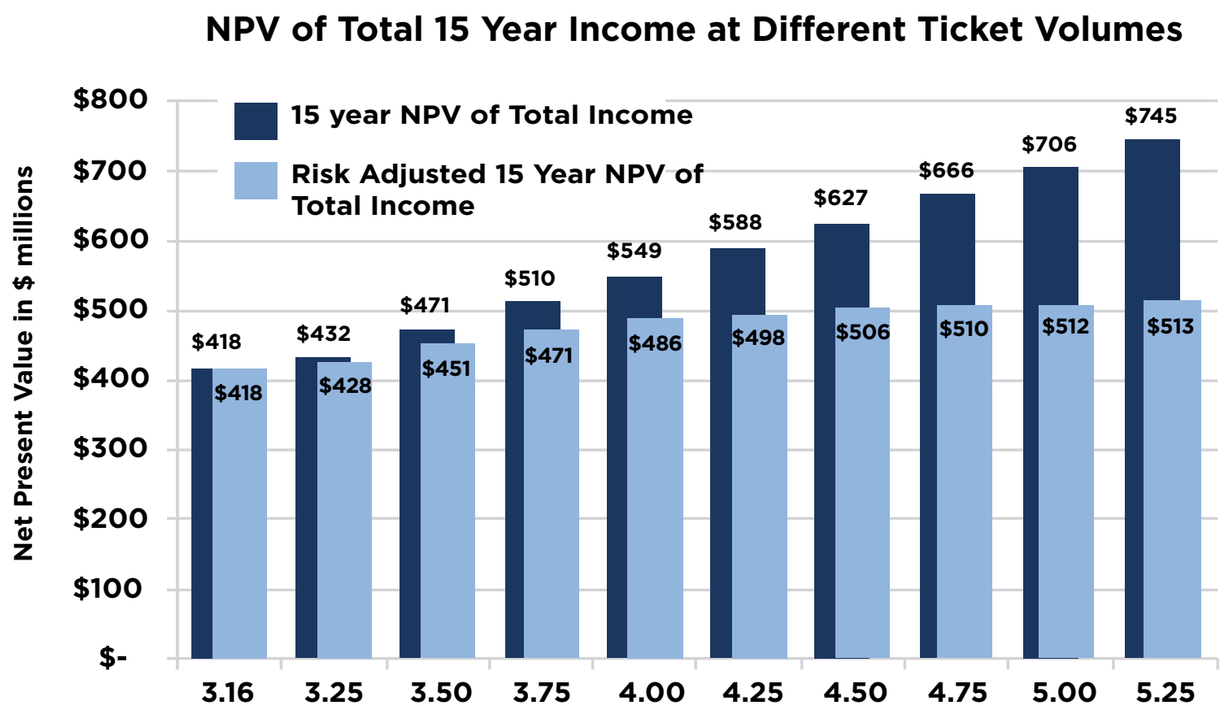
This business is associated with space rentals on levels 100 through 102. In some ways this is a sub-category to the Observatory and the Food, Beverage, and Merchandise businesses because nearly all space rentals for Special Events will have a tie-in with the Observatory Business and/or Food and Beverage (nearly all Special Events are expected to be catered from the on-site kitchen).

Our venue has been uniquely designed to allow for staging events for up to 500 people without impacting the Observatory Business or the Guest experience. This innovative design for the space (discussed in detail later in the proposal), enables a robust Special Events Business primarily on levels 101 and 102. Our pro forma budget is for 100 events, ranging from casual parties to formal affairs, at annual revenue of $7.5 million and Operating Profit of $5.3 million each year.

Financial Proposal

The financial portion of our proposal is very straightforward. Legends will pay for 100 percent of all costs associated with preparing the space for operations and operating the business. In addition, we will pay a minimum annual rent of $14.0 million to the WTC owners and also share annual profits based on an Owner/Legends 65/35 percent split. We expect total payments to the WTC owners to be at least $37.0 million per year. Estimated total payments to the WTC Owners are shown at right.

Legends is very confident of the projected revenue streams in our P&L; that confidence is the basis for our proposed investment of over $62 million dollars—an investment that is sure to result in a long-term successful and sustainable business. There are many ways to structure the payment stream to the WTC owners, some of which may be more attractive than what is reflected in this proposal. We are open to discussing alternate methods of structuring these payments.



Management and Technical Proposal

As stated previously, legendary customer service and a great Guest experience is Legends' companywide philosophy. For **ONE WORLD OBSERVATORY**, we propose to engage two world-class teams to execute the work necessary to bring forth the vision for ONE WORLD OBSERVATORY to fruition. One team, devoted to development, design and construction, will be lead by Dave Kerschner. A second team, devoted to operations, sales and maintenance, will be lead by Dan Smith.

Development, Design, and Construction

Dave Kerschner, Legends Senior Vice President of Facilities and Business Development, has more than 30 years experience in all aspects of project development, construction and management in the entertainment and attraction industry. Most recently, Dave has been responsible for the development, design and construction of the $110 million Rio Tinto Stadium in Salt Lake City and the $76 million renovation of the Peabody Opera House in St. Louis. Dave was also responsible for the $8 million construction of Discovery TSX in Times Square. In addition, Dave spent seven years with Walt Disney Imagineering in the project finance and program management group (during which time Imagineering was building over $250 million of capital projects annually) and 12 years as CFO and COO of Radio City/MSG Entertainment in New York. Dave holds a BSME and a MBA and is a licensed professional engineer.

Three entities will report to Dave to execute this project – The Hettema Group (THG) will be responsible for all Show Development, Design and Installation; Montroy, Andersen, DeMarco (MADGI) will be responsible for all aspects of Facility Design and Permitting, and JRM Construction Management (JRM) will be responsible for all Facility Construction. Both MADGI and JRM are headquartered in New York City and have done countless projects there. THG is located in Pasadena, California; they will complete their design there, but will be on-site for show installation. Legends will directly manage the specification, purchase and installation of all kitchen equipment and FFE associated with the Food, Beverage, Merchandise, and Special Events businesses, and hold prime contracts with THG, MADGI, and JRM. THG will hold the contracts with all vendors related to show production and installation; MADGI and JRM will hold contracts with all MEP Engineers; all construction subcontracts will be held by JRM. Alternatively, instead of holding separate contracts with them, we may opt to negotiate one Design-Build contract with JRM and MADGI.

All the construction work done by JRM will be done through a Guaranteed Maximum Price contract. During the design and construction process Legends will chair weekly project meetings to review and resolve all issues related to project design, budget, schedule, potential change orders, and any other outstanding issues. A critical path schedule will be updated bi-weekly during the design process and weekly during construction. We will be responsible for financial and schedule control, tracking the project budget, and approving all uses of project contingency and schedule float. We will pay our prime contractors directly, and we will pay our vendors via a monthly pay request process. At no time will Legends pay our contractors unless we have in our possession lien waivers for all the work completed and being invoiced.

Legends Operating, Guest Experience, Sales, and Maintenance staff will be involved continuously during the design and construction process – their input will constantly be incorporated into the project. During a 3 – 5 month window before the ONE WORLD OBSERVATORY is opened to our first Guest, various systems and areas of the building will be turned over to the Legends Operating Team. Our Publicity and Marketing staff will be involved during construction in order to leverage construction activity and drive awareness of the project and advance ticket sales.

Operation, Guest Experience, Sales, and Maintenance

Dan Smith, President of Legends Hospitality, has more than 30 years of first hand Guest and hospitality industry experience having been involved in the opening and operation of over 50 entertainment venues across the United States. Under Dan's leadership, Legends has set a new industry standard for customer service, creative thinking and quality product offerings. His unique approach and true "partnership" vision has resulted in record setting per cap revenues for the venues we manage. Dan holds an MBA in Corporate Strategic Planning from Pace University, and a Bachelor of Science Degree in Accounting from St. Francis College.

Upon award of this project, under Dan's direction, Legends will assign key existing staff to the **ONE WORLD OBSERVATORY** management team. Dan will draw on the experience of Marty Greenspun, Legends' Chief Customer Officer. Marty is a 22-year veteran of professional sports operations and management. His focus with Legends is on the Guest experience, customer feedback and customer retention and research. Marty was actively involved in all aspects of the construction of Yankee Stadium and the establishment, marketing, and operations of the Yankee Stadium tour. He draws on his extensive experience as a former CFO for the Yankees and COO of the Los Angeles Dodgers where he was responsible for all aspects of the Dodgers' business operations.

Dan's staff will include Michael Phillips, Legends SVP of Hospitality, who is responsible for all the company's extensive Food, Beverage, and Merchandise Operation at Yankee Stadium, and Mike Ondrejko, Legends COO of Premium Sales. Mike recently joined Legends after serving as the SVP of Corporate Hospitality for Madison Square Garden where he drove over $450 million in Suite Commitments. Prior to joining MSG, Mike was responsible for all ticket sales for a major market NBA team and all associated concerts in that facility.

In consultation with the WTC owner, Legends will hire the Vice President and General Manager of ONE WORLD OBSERVATORY. We have currently identified two strong candidates, each with extensive experience in operating world famous observation decks. The Vice President and General Manager will be responsible for operation, Guest experience, sales, and maintenance of the ONE WORLD OBSERVATORY.

In addition to Marty, Michael, Mike, and the VP/GM, Dan will call on the selected resources of our national staff as he builds the operating and maintenance staff for this attraction. One such resource, Michael Bekolay, is responsible for the company's business at Cowboys Stadium, including the stadium tour. Another resource, Jon Muscalo, has been involved in the management of food service functions for sports and other facilities since 1978, and has over fifteen years of experience with facilities design and capital purchasing success across food and restaurant operations. He has designed and administered the construction efforts of the NHL and NBA arenas, major convention centers, several major league baseball stadiums and more than twenty-five minor league ballparks.

Together with his management team, Dan will select all systems necessary to operate our business. This will include an integrated Point of Sale and ticketing system. We have already evaluated several such systems and have identified our preferred choice – a system with an intuitive user interface, the ability to sell advanced tickets for individual times and dates, handle express passes and VIP ticketing and demand pricing, as well as serve as a state-of-the-art POS for our Food, Beverage, and Merchandise System. They will also select a security company and system. As with the POS system, we have already identified a preferred security system and equipment vendor who has extensive experience in New York City and whom we have worked closely with at Yankee Stadium.

As President of Legends Hospitality, Dan will work with existing Legends management staff to replicate their success as they implement Guest survey and quality assurance programs, implement training and hiring programs, negotiate union contracts, develop equipment maintenance and replacement programs, and document the myriad of processes and procedures that must be in place to successfully operate and maintain ONE WORLD OBSERVATORY. Perhaps most importantly, Dan and his staff will ensure that Legends "Guests First" philosophy, where laser focus is maintained on customer satisfaction and exceeding Guest expectations is considered a priority with every decision made and every process put in place.

BUSINESS CONCEPT

Business Concept

The ONE WORLD OBSERVATORY is comprised of three primary businesses:

The Observatory

The Observatory Business includes every part of the Guest Experience that is related directly to the view from the Observatory. This includes ticket sales, Guest safety and security, time spent in the queue, all elements of the preshow, the Observatory experience, and the ride down. Legends aims to provide a total Guest experience that is much greater than any one element taken alone. From the moment they step inside the door until they complete their visit at **ONE WORLD OBSERVATORY**, Guests will be informed, educated, and entertained. We expect to host between three and five million Guests every year, and plan to operate a long-term successful and sustainable business. Our Mission Statement is simple: provide our Guests with legendary customer service and the absolute best observation deck experience available anywhere in the world.

In addition to providing an extraordinary show, our design permits the operation of ancillary businesses (Food, Beverage and Merchandise, and Special Events) without compromising the quality or capacity of the observatory. Legends will maximize sales by devoting substantial resources to marketing and leveraging existing relationships with other New York City attractions, especially the New York Yankees. We will ensure that the Observatory team embraces our "Guest first" philosophy, that Tour Ambassadors are well informed and trained, and that our Legends staff becomes part of the overall show and Guest experience. We will constantly survey Guests to identify potential for improving their experience and actively consider any and all comments and suggestions Guests may have. Finally, as one element of our sales sustainability program, Legends will reserve nearly one million dollars each year to keep this facility sparkling and the show fresh. In everything we do, there will be an emphasis on the idea that we live in One World, are all connected to one another in a global community, and have a responsibility to sustain that world for each other.

Food, Beverage and Merchandise

Legends will provide our Guests with an internationally inspired variety of fresh, unique, and delicious choices for both food and beverages. Wherever possible, our food and beverage business will be leveraged to sustain and grow our Observation Business. For instance, the bar will be positioned so that compelling nighttime views of the city can be combined with Observatory tickets to increase attendance during times of the day that are normally low. Guests will have the opportunity to enjoy fine dining at a leisurely pace, or if their time is limited, choose from a freshly prepared selection of gourmet items. Our kitchen production facilities have been designed to support fine dining and quick serve options, as well as full banquets for groups as large as 500. Guests will have two opportunities to purchase photos, merchandise and gifts during their visit. The merchandise will be unique, and much of it will feature eye-catching branded items, exclusively available at our on-site Gift shops.

Special Events

The innovative design of the Observatory will accommodate the hosting of large events (for groups as large as 500) with spectacular views even while the Observatory operates at full capacity. This creative design approach enables a robust Special Events Business, mostly confined to areas on levels 102 and 101. We expect to host over 100 events every year. Marketing will be directed toward high-profile clients, and ONE WORLD OBSERVATORY will surely become a very sought-after destination in New York City for both private and business affairs.

DESIGN CONCEPT

Photo: SOM / dbox studio

Introduction

An Icon

For New Yorkers and people around the globe, **One World Trade Center** will be much more than a beautiful new skyscraper in Lower Manhattan. It will stand as a beacon of hope—a monumental icon of renewal and rebirth, and an enduring testament to the resilience of the human spirit.

Ascending skyward to a symbolic height of 1,776 feet, this architectural marvel will restore the World Trade Center's original distinction as America's tallest building, while also reinventing the New York City skyline for the 21st century. It will reassert New York City's role as a hub of international trade and tourism, while attracting diverse new enterprises to Manhattan's Financial District. And it will pay homage to America's long tradition of skyscraper construction, while setting new standards for sustainability, security, and life-safety.

An Opportunity

Near the top of this rising phoenix, a three-story observatory will restore another famed aspect of the original World Trade Center towers—their phenomenal views. Guests to One World Trade Center will ascend to the 100th, 101st, and 102nd levels of the building for an eagle's-eye perspective of New York City and its surroundings. With nearly the entire island of Manhattan to the north, Brooklyn to the east, the Port of New York and New Jersey to the west, and Ellis Island and the Statue of Liberty to the south, this will be the place to enjoy "the biggest" view of the city. However, the observation deck can serve an even greater purpose.

A Vision

Our proposal outlines a concept for a state-of-the-art Guest experience that will elevate the One World Trade Center observation deck from a spectacular sightseeing opportunity to an inspirational personal journey. At ONE WORLD OBSERVATORY, a series of cutting-edge multimedia presentations and exhibits will immerse Guests in an uplifting tribute to the new World Trade Center as a global nexus of 21st-century commerce, culture, and community—set in the heart of the most dynamic international city in the world. While the adjacent 9/11 Memorial and Museum will honor the individuals who lost their lives on one of the darkest days in U.S. history, ONE WORLD OBSERVATORY will respectfully look ahead, reflecting a new era of hope and optimism for the future.

Concept Overview

Guests to **ONE WORLD OBSERVATORY** will progress through a series of experiential thresholds, transporting them on a journey into the story of this iconic building and city. Along the way, Guests will feel an emotional sense of "rising up", as they become an integral part of that story and then physically ascend more than 1250 feet to the one and only place to "see all of New York." Highlights of the Guest journey include:

Queue Experience – Dynamic multimedia elements and elegant displays turn the Queue into an engaging, three-part experience that: 1) welcomes Guests to this international crossroads, 2) introduces them to the remarkable diversity of people who made One World Trade Center a reality, and 3) emphasizes the solid foundations upon which the building was constructed.

Elevator Experience – Immersive media surfaces transform the elevator ride to the Observatory into a stunning, time-lapse ascent through time to witness the evolution of the World Trade Center site and the surrounding city—from the ancient bedrock that made New York's skyscrapers possible to the triumphant completion of One World Trade Center in 2013.

"See Forever" Theater – In an intimate theater on level 102, this brief sensory, multimedia experience culminates in the high point of the Observatory experience… the first reveal each Guest will have of the breathtaking view from the observatory. Celebrating New York City as the most global city in the world, the presentation uses state of the art projection mapping and data streaming technology to highlight not only the diversity of the region, but the diversity and world culture of the Guests visiting ONE WORLD OBSERVATORY.

View & Interpretation – The excitement and anticipation will culminate in an awe-inspiring observatory experience, featuring jaw-dropping views of the eternal skyline of New York City, along with a real-time "status center" where digital heads-up displays and a team of friendly tour ambassadors help interpret the sights Guests observe all around them.

Technology Partner – In seeking out the strongest possible technology partners, Legends has engaged in confidential discussions with some of the world's leading information technology companies. Interest has been strong; if we are is fortunate enough to be chosen to build and operate this attraction, we intend to engage a technology partner that is second to none. Such a partnership will offer an enhanced dimension to the presentation and operation of ONE WORLD OBSERVATORY.

In addition to these key features, ONE WORLD OBSERVATORY will offer the best in Guest amenities, from Horizons Café, a sky-high gourmet café, to Apogee cocktail lounge, and Skyline Bistro, a casual dining and quick serve dining experience to multiple retail venues and beautiful event spaces. Even the elevator descent back to the ground level will be a magical experience in its own right!

At the end of their journey, Guests will return to where they started—the plaza at One World Trade Center. But, as they glance back up at the building, and at the city and people around them, their perspective will have changed. They'll be energized with a new sense of hope for the future and a deeper understanding that they too are a part of this special site, this great city, and our interconnected world.

A PREVIEW OF THE VISITOR JOURNEY

Before You Arrive

For a significant portion of Guests, the **ONE WORLD OBSERVATORY** experience will begin with a visit to the ONE WORLD OBSERVATORY website. There, you can find information about the journey that awaits you, including hours of operation, directions to One World Trade Center and an introduction to the Guest experience.

The website also allows you to purchase tickets in advance of your arrival at the site. Several ticket options will be available on our website including a timed ticket and a standby ticket. A timed ticket will help alleviate excessive queue waits and minimize Guest traffic congestion inside the building. By purchasing a timed ticket, you can select the day of your visit and the time (within 15-minute increments), along with the number of people in your party. A standby ticket option and a combination Observatory and prix fixe dining ticket option will also be available for purchase.

If you arrive at the site without having purchased tickets in advance, you have the opportunity to purchase tickets at one of our automated ticket kiosks located on the plaza or at staffed ticket windows in the Welcome Lobby on the ground level of the building inside the West Entrance. Again, you will have the option of purchasing a variety of ticket options including both a timed ticket and a standby ticket.

Guests who are short on time, or who have already enjoyed the full ONE WORLD OBSERVATORY experience in the past, can pay an additional fee to obtain an Express ticket. This ticketing option allows you to bypass ONE WORLD OBSERVATORY's queue and pre-show experiences and proceed directly to the elevators, also known as the SkyPods.

Welcome Lobby

Your visit to ONE WORLD OBSERVATORY begins in the Welcome Lobby on the ground level of One World Trade Center. This bright, voluminous space sets the tone for your entire journey, as it welcomes Guests from near and far into one of the most anticipated skyscrapers in the world.

Inside the lobby, polished marble walls and a granite floor evoke a sense of strength and permanence, while natural wooden accents and "day lighting" create a warm and inviting ambience. At the same time, a sophisticated air-quality monitoring system ensures that the lobby and every other part of the building are always filled with refreshing, healthy, clean air. These design elements and features add up to a space that feels good to be in—a place filled with an atmosphere of optimism and renewal.

Entry to ONE WORLD OBSERVATORY (Basement Level Concourse)

Upon arriving at the basement level, you enter a concourse leading to the entry portal to ONE WORLD OBSERVATORY. Adorning the wall to your left on the concourse are three carefully selected quotations that offer a thought-provoking introduction to the building and what it symbolizes for America and the world. Some preliminary possibilities:

> "World trade means world peace and consequently the World Trade Center buildings in New York City. . . had a bigger purpose than just to provide room for tenants."
>
> *—Minuro Yamasaki, Chief Architect of the original World Trade Center, 1973*

> "It will be an international icon—an inspiring reminder that freedom is not the product of America's strength, it is the source of it—we are not free because we are strong, we are strong because we are free."
>
> *—New York Governor George E. Pataki, 2006*

> "It's the eighth wonder of the world. It's a statement of fortitude and determination and the absolute best of mankind."
>
> *—Steve Plate, Director of World Trade Center of Construction, 2012*

Together, the three quotations speak to the intent of the original Twin Towers, as well as to the role of One World Trade Center in helping carry their legacy forward into the future.

Entry Gateway

At the end of the concourse, an attractive gateway marks the official entrance to ONE WORLD OBSERVATORY. The gateway consists of a ticket check followed by a security screening. Multiple screening stations, attentive security personnel, and friendly digital signage make this necessary step in your journey as quick and smooth as possible.

ONE WORLD OBSERVATORY
SEE FOREVER

Queue Experience

Here in the queue, the glass pieces reflect your image and those of Guests around you—creating a mosaic of faces representing different genders, ages, and ethnicity.

Queue Part One: Welcome Center

After passing the security screening, you enter the queue for **ONE WORLD OBSERVATORY**. You hardly notice that you're waiting in line, because this queue is designed to keep you engaged and entertained the entire way.

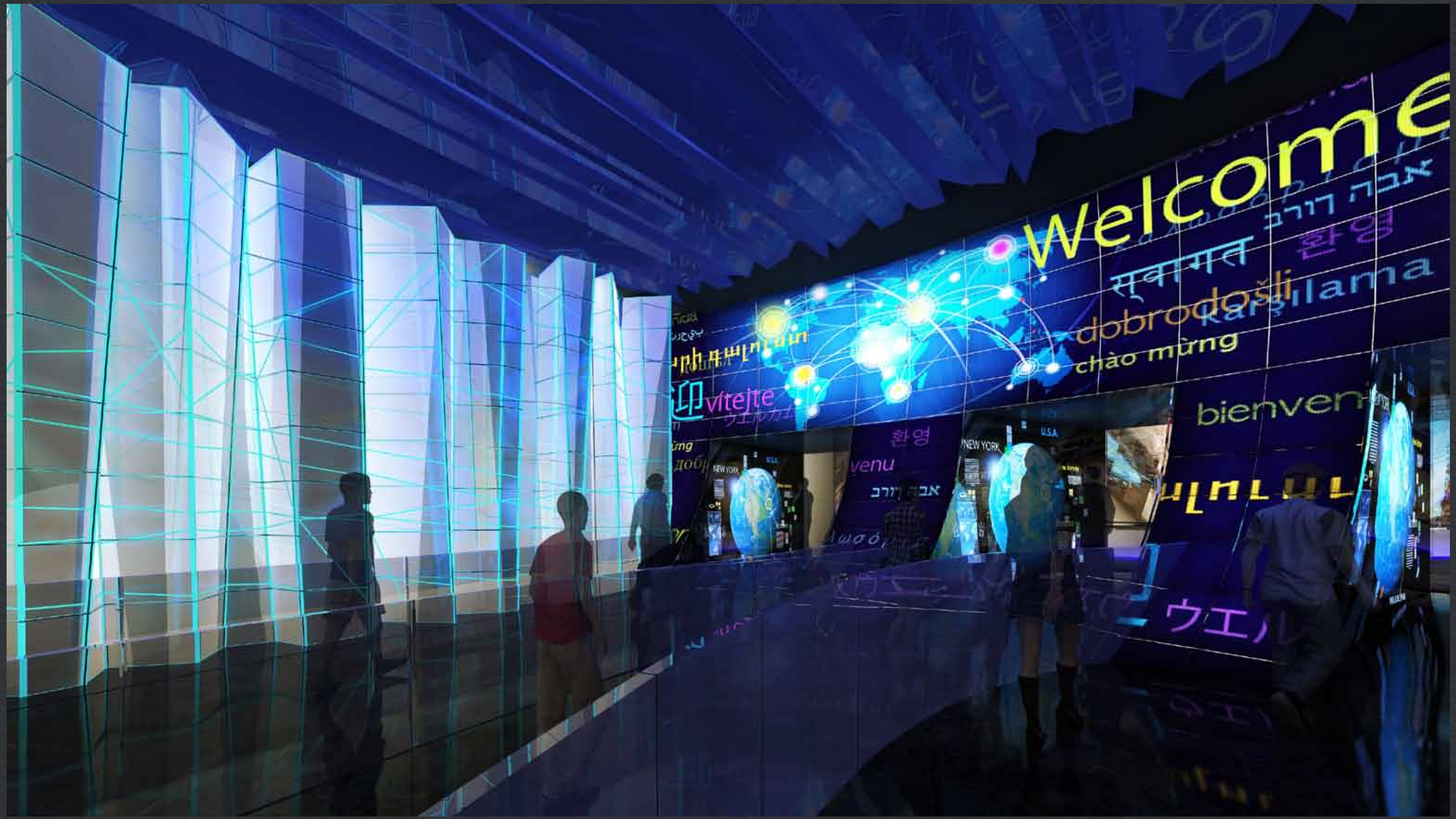
The queue takes you through three distinct story beats, each told through a unique presentation technique.

The first portion of the queue serves as a Welcome Center, celebrating One World Trade Center as a global nexus where people from all over the world converge on a daily basis. The iconic centerpiece here is an enormous digital world map, pulsating with tiny circles of light. You soon discover that these circles are highlighting the hometowns of everyone visiting the World Trade Center today. Layered over the map, the word "Welcome" materializes and then fades from view repeatedly—each time appearing in a different language. (Throughout the entire experience, interpretative information will be available in multiple languages).

As you watch this mesmerizing display, a brief introductory video message from the Mayor of New York City begins to play on an array of smaller monitors in the space. The Mayor extends a warm greeting to all Guests. He then explains that New York has long been a crossroads of commerce and culture, with the original World Trade Center representing the heart of this international exchange. Today, One World Trade Center is helping to carry on the legacy of the site, as an incredible diversity of people visits and works in the building each day. Every one of them contributes to the enduring role of this site and the City of New York as a global nexus. And now you, too, are part of that story.

The Mayor wraps up his video greeting by inviting you to share where you're from at one of several touch screen kiosks in the queue. The touch screens feature an intuitive world map interface that allows you to zoom in on your continent, country, state, and city. When you do, your hometown glows on the panoramic digital map. (NOTE: No names are input into the system, just places. This data will come into play again later in the Guest experience.)

Completing the Welcome Center experience is a beautiful art installation made up of hundreds of reflective glass pieces inspired by the building's exterior cladding. Outside, the glass reflects the surrounding city. Here in the queue, the glass pieces reflect your image and those of Guests around you—creating a mosaic of faces representing different genders, ages, and ethnicities.


Welcome
स्वागत
환영
dobrodošli
chào mừng
bienven
vítejte
환영
NEW YORK
U.S.A.

Queue Part Two: Voices of the Building

In the second portion of the queue, a series of immersive projection screens presents another mosaic of diverse faces. But, this time, the faces are those of the designers, engineers, construction workers, and others who contributed to the making of One World Trade Center. Through cutting-edge digital design, the images come to life one-by-one in a visually captivating way, as the people share their stories of what it was like to play a role in creating this iconic skyscraper. For example . . .

You might hear the story of an American Indian ironworker whose father and grandfather were both in the trade, as well as the story of a third-generation Italian immigrant whose grandfather got a job working high steel on one of New York's historical skyscrapers upon arriving in the city. Others might talk about how their families moved to New York from elsewhere in America, and how the experience of working on One World Trade Center has made them feel more connected than ever to this city and our nation. Likewise, some might speak of the building as a symbol of hope and progress, and how it shows the strength and resilience of the American people, while others speak of the trials and challenges of building the tower, but also of the pride they have in contributing to this amazing collective effort.

These "voices of the building" remind you that One World Trade Center was built by Americans with roots that extend all around the world. That is what the World Trade Center stands for—it is a place where different people and countries are supposed to come together in peaceful world trade and communication.

As you listen to the stories, you're surrounded by some of the materials used in the building's construction. For example, you might encounter segments of steel beams and pieces of glass, all displayed like beautiful works of art. Projected onto the steel and etched into the glass are impressive stats related to the building's construction and its sustainable features, such as: 1,000,000 square feet of glass cladding; 200,000 cubic yards of concrete; 45,000 tons of structural steel; the most environmentally sustainable project of its size in the world; and LEED Gold Certification.

NOTE: Although we are confident that the media presentations throughout the Observatory experience will have ongoing appeal for many years, all of the media systems are designed to allow for updating and refreshing of content and storyline in the future. A significant amount of media data used throughout the welcome preshow, the "See Forever" presentation on level 102, and the interpretive viewing galleries on Level 100 will be streaming data aggregated in real time and presented in a way which continually evolves and changes with the pulse of the city, the visiting population and the surrounding region.

Queue Part Three: Foundations

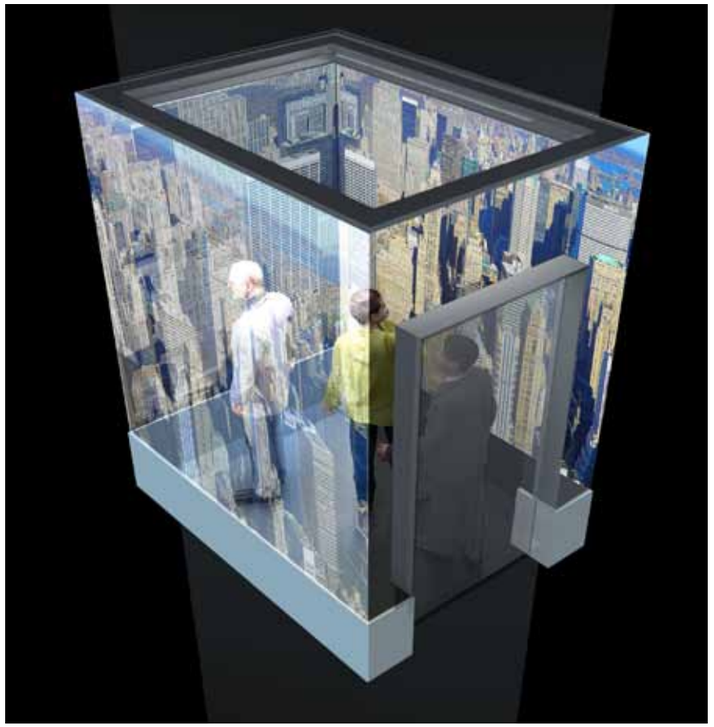
In the final part of the queue, the displays of steel and glass transition to pillars of bedrock. These ancient geological relics stand in dramatic contrast to the contemporary finishes elsewhere in the space around you. In some places, the queue brings you close enough to reach out and touch the bedrock. In other spots, you stand back a bit and watch as interpretive information is projected onto the dark surfaces.

You discover that this type of bedrock anchors the tower deep underground. It dates to about 500 million years ago, when Earth's landmasses were united into one supercontinent, before they drifted apart and formed the continents as we know them. The New York City skyline that you will soon observe owes its existence to bedrock. The city's skyscrapers can only be built where it lies under the surface.

Other interesting facts that speak to the structural integrity and security of One World Trade Center are interspersed among the bedrock information. With the building's foundations in place, you're now ready to step into the elevator and go through the physical experience of rising up to the highest and widest view in New York City.

Elevator Experience: SkyPods

When the doors shut, the walls and ceiling spring to life...



It doesn't take long for you to realize that the SkyPods at **ONE WORLD OBSERVATORY** are like no other elevators you've ridden in. When the doors shut, the walls and ceiling spring to life via high-definition video screens that fill your vision with crystal clear computer-generated imagery (CGI). At first, you appear to be surrounded by bedrock, as if you're underground, below the building. But, as the elevator begins to rise, the imagery changes, to transport you on a dramatic ascent through the birth and growth of Manhattan.

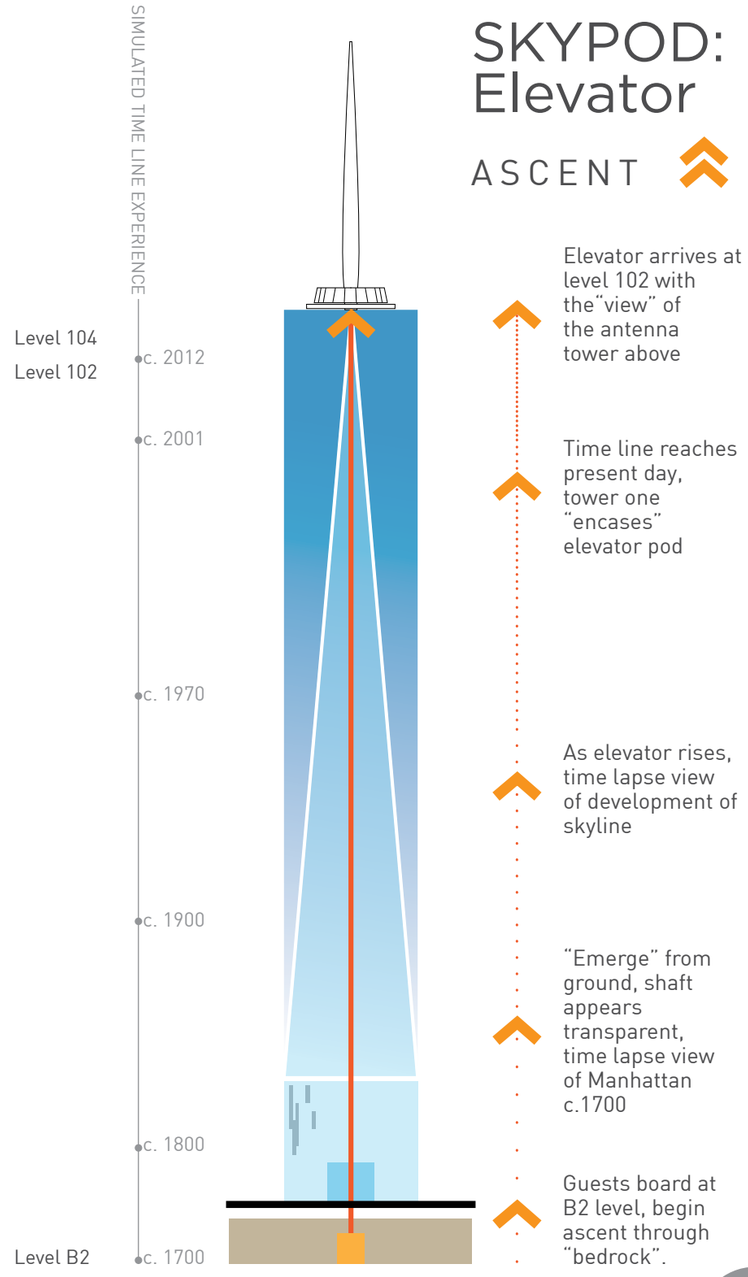
The time-lapse CGI is perfectly choreographed to the movement of the elevator ride, so you watch the city around you rise up from the bedrock and evolve into what it is today—all in just 90 seconds. It's as though you're in a glass elevator, traveling through time and vertical space at once.

When the elevator first "surfaces", you gaze out across the surrounding terrain as it appeared thousands of years ago, stretching to the horizon, with no buildings to be seen. En route, as time progresses, you see early Native American farms (circa 1100) sprout up on the land, followed by the arrival of Dutch ships on the harbor (circa 1609) and the development of the forts, homes, and government buildings of the Dutch settlement of New Amsterdam (circa 1626).

Your journey continues through the 1700's and 1800's, as a more expansive view of the city and its continued development becomes visible due to your rising altitude. When you reach 1835, this relentless growth is interrupted briefly, as you watch the Great Fire level more than 20 square blocks of Lower Manhattan. But, quickly, the city rebuilds and new construction happens everywhere. In 1883, the Brooklyn Bridge pops up across the East River. In 1886, the Statue of Liberty appears. Making your way to the early 1900's, the first era of skyscraper construction kicks into high gear—bringing iconic structures like the Flatiron Building (1901), Woolworth Building (1913), and Empire State Building (1931) into view. Your ascent is so rapid that these individual landmarks arise in a flash, like blips on a radar screen. Seen together, they give you a real sense for how dramatically the city has changed in just a few hundred years.

Nearing the upper levels of ONE WORLD OBSERVATORY, you witness the original Twin Towers rise up next to you as part of this rapidly evolving timescape. But, moments later, they suddenly vanish. The 9/11 airplane attacks and the collapse of the buildings are not depicted in the CGI. (The adjacent 9/11 Museum will tell the story of that day's events in detail.) Instead, the buildings appear one moment and then disappear the next—in quiet acknowledgment of the suddenness of that incomprehensible instant when they were lost forever.

Your ascent continues on, and with it, both time and the city move forward. Approaching your destination on level 102, you see the steel structure of One World Trade Center assembled up around you, followed by the outer glass. Then, finally, the top levels get stacked above. You relive the triumphant completion of the building in 2013, as the elevator comes to a halt, and the doors open.



"See Forever" Theater

...a one-of-a-kind multimedia presentation that puts you in the right frame of mind to take in the view you are about to experience

Observing New York City from 1250 feet would be a breathtaking experience even if you knew nothing at all about the city. Just the sheer size and density of the skyline is truly overwhelming. But, if you really understand what it is you're seeing—a city where . . .

- More than 8 million people live
- More than 1/3 of the population is foreign born and as many as 800 different languages are spoken
- Around 2,600 international businesses employ more than 275,000 people
- Close to 5,000 cargo ships might enter its harbor in a single year
- More than 20,000 restaurants give diners a choice of cuisines from anywhere on the planet
- Three airports serve 105 million airline passengers a year
- And almost 10 million international Guests were welcomed in 2010

. . . Then, you begin to truly "see" New York.

"See Forever" is a one-of-a-kind multimedia presentation that puts you in the right frame of mind to take in the view you are about to experience. In an intimate theater on level 102, this brief sensory, multimedia experience culminates in the high point of the Observatory experience... the first reveal each Guest will have of the breathtaking view from the observatory. Celebrating New York as the most global city in the world, the presentation uses state of the art projection mapping and data streaming technology to highlight not only the diversity of the region, but the diversity and world culture of the Guests visiting **ONE WORLD OBSERVATORY**.

When you enter the theater, a host welcomes you and tells you that in just three short minutes, you will experience one of the most awe-inspiring views on Earth . . . "But what exactly will you see? One World Trade Center has invited a few folks—some of whom you may recognize—to give you a little preview."

With that, an uplifting original soundtrack kicks in, and the presentation gets underway. The montage unfolds as a series of brief "testimonials", where different people share what it is they see when they look at the New York skyline. Some of these people are famous—politicians, sports figures, actors, musicians, etc. Others are "ordinary" folks who are either visiting or living in the city. Here again the theme of diversity resounds, and not just ethnic diversity, but diversity in every sense of the world—gender, age, class, ethnicity, interests, etc.

Some examples:

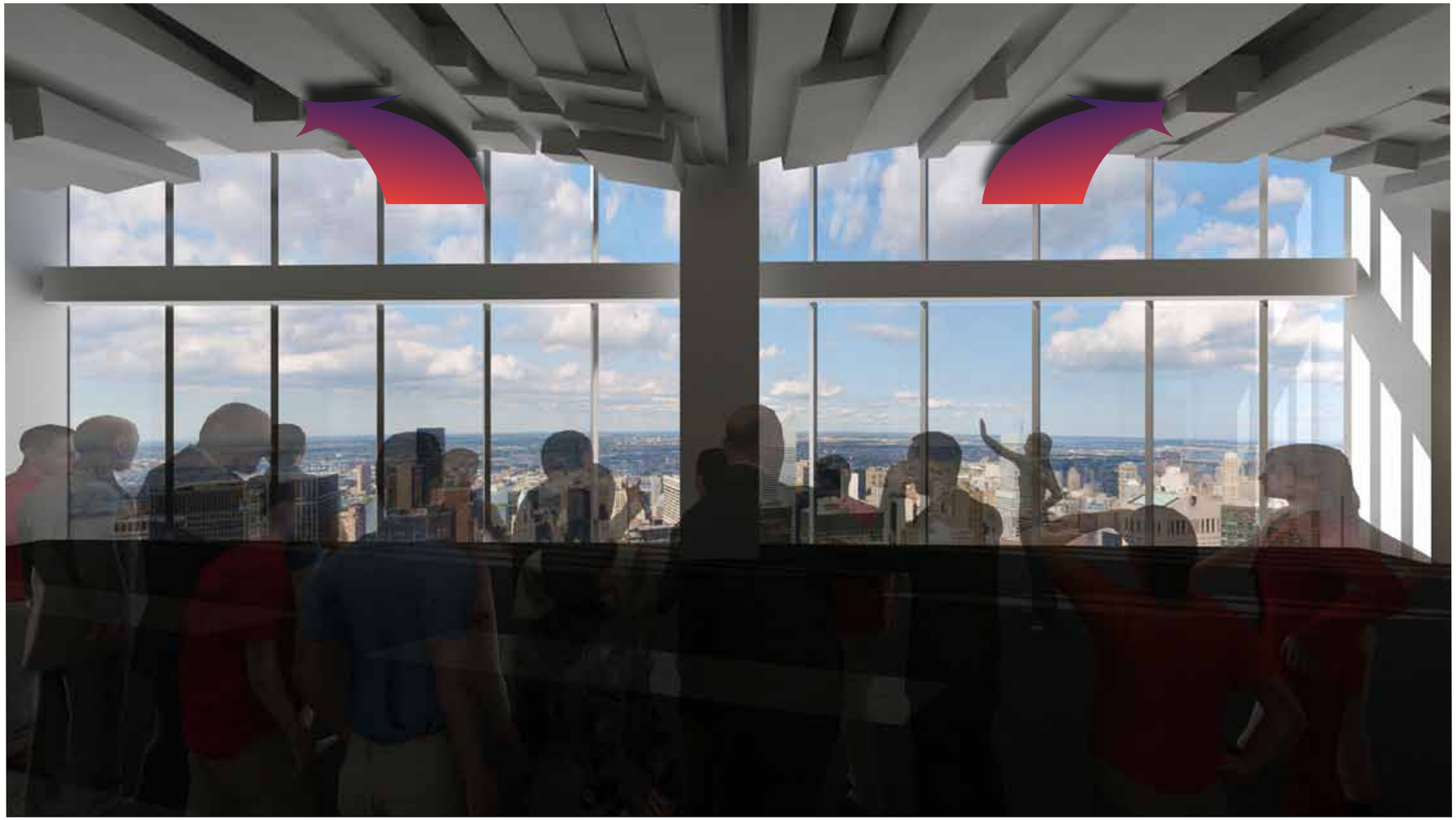
- A famous Korean-American chef says, "I see food from every country on the planet."
- An African-American Port Authority worker says, "I see the busiest port on the East coast."
- A young Hispanic Yankees fan says, "I see the world's greatest baseball team."
- The Mayor of New York City says, "I see more than 8 million people who call this place home."
- A Pakistani taxi driver says, "I see faces from all over the globe."

Each testimonial is supported by images and data that support the story. There's even a moment where the audience becomes part of the presentation, as the General Manager of One World Trade Center says, "I see Guests arriving to this special place from near and far."

To your surprise, a live image of the audience appears on screen, along with real-time facts and stats about where everyone has come from (aggregated from the data collected in the Welcome Center preshow).

The show culminates in a rapid-fire succession of a few final, inspiring testimonials: I see . . . change . . . hope . . . optimism . . . the future. All of the faces you've been introduced to along the way then return to the screen in one final assemblage of images and simultaneously ask, "What do YOU see?"

With that, the musical score swells to a climax, the projection screen at the front of the theater literally parts and, in a dramatic "wow" moment, the skyline of New York appears before you. You are now invited to explore the city at your leisure from observation galleries on this level and Level 100.



Observation Experience

ONE WORLD OBSERVATORY promises views unlike any other observatory in New York City. Not only does it offer the highest view of Manhattan, it's also the best place to see the Statue of Liberty, Ellis Island, the Brooklyn Bridge, and so much more.

Level 102

The Big Picture

On Level 102, two elegant, gallery-like observation areas maximize your appreciation of the epic "masterpiece" outside the windows. Here, the viewing experience is all about forging an emotional connection to what you are seeing. You'll have an opportunity to learn about the specific features of the skyline in detail two levels down. But, for now, you're encouraged to absorb the "big picture" and the significance of the view before you.

Of course, if you want to begin to delve deeper into the details now, you can do so via ONE WORLD OBSERVATORY mobile app or audio guide, both available in multiple languages. When you're ready to head down to Level 100, you walk to the escalators that transport you down to your next experience.

Level 101

Mezzanine Dining & Lounge

At any point during your exploration of the Observatory, you can take a brief escalator ride to the Mezzanine on Level 101 to relax and refuel. The Mezzanine features two dining options and a cocktail lounge, all with eternal views of the skyline:

Horizons Café

Enjoy a delicious meal in this gourmet café in the sky. Contemporary furnishings and sustainable finishes create an upscale, yet relaxed atmosphere. The café will feature an international inspired menu of gourmet offerings, entrées and desserts.

Apogee Lounge

Stunning vistas and fashionable lounge décor add up to New York City's most stylish new cocktail lounge. Unwind with friends or business colleagues over a glass of fine wine, an imported cold beer, or one of our world famous creative cocktails that puts a new spin on a classic mixed drink.

Skyline Sandwich Bistro

If your time is limited, you can pick up a quick bite to eat or have a casual lunch at this quick serve bistro. Choose from a selection of healthy wrapped sandwiches, soups, salads, snacks and gourmet treats. Stand-up bistro tables—and the exquisite views—make this the perfect eatery for those craving a fast, but still memorable meal.

City Pulse

Level 100 offers another new and groundbreaking way to experience the New York City skyline. On this level, advanced information technologies combine with the authentic view out the windows to create a high-tech "status center" that brings the architectural landmarks, other sites, and even the city infrastructure that you see, vividly to life.

Two different presentation modalities are utilized to deliver this data-enhanced observation experience:

Heads-Up Displays

In the upper windows in the North, South, East and West quadrants, heads-up display (HUD) technology projects a medley of information that appears to float above the skyline. Some of this information is real-time data—such as the current temperature, wind speed, and precipitation outside, or current traffic alerts, or breaking news tied to specific boroughs and neighborhoods of the city. Other information is more general in nature, providing interesting facts about the skyline features that Guests ask about most often—for example, the Statue of Liberty and Ellis Island.

Live Tour Ambassadors with Mobile Screens

A friendly, entertaining and well informed Tour Ambassador is stationed in each quadrant of Level 100. With the assistance of a mobile video monitor that tracks along with his or her movements, the Ambassador interacts with you and other Guests to help you make discoveries about specific aspects of the city you'd like to know more about. For instance, looking uptown, you might ask the Ambassador about another iconic building that you see in the distance. The host identifies the structure as the Chrysler building and then uses a handheld device to draw up information about the Chrysler building on the moving video monitor. You can even find out how late the building's lobby (the only part of the building accessible to Guests) is open. In this way, the host not only helps interpret the view, but also acts as your personal concierge to help you plan your next activities in the city.

Another great thing about the observation experience on Level 100 is that it can help you "see" parts of the city that are obscured if you happen to visit on a gloomy day. Images and data can "fill" in the view to reveal the sites hiding behind the clouds.

Level 100 Virtual Portals

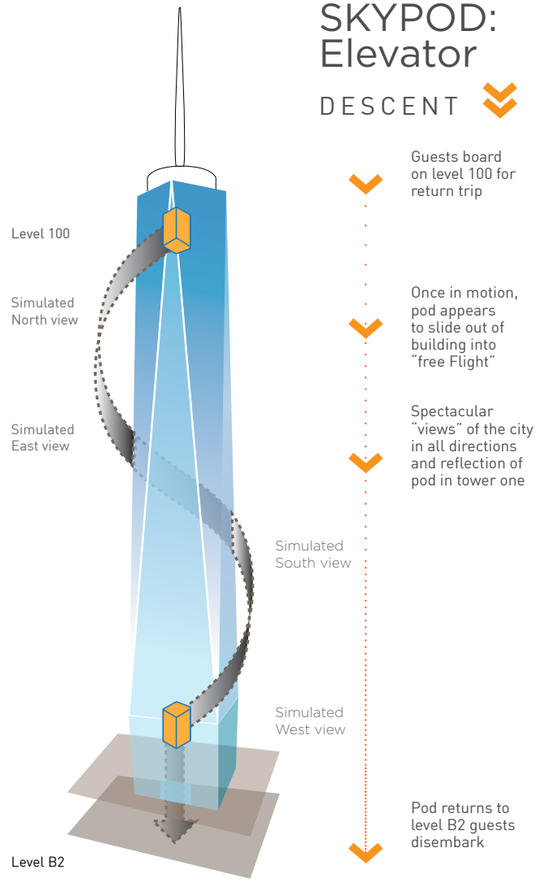
As if the magnificent views and status center experience weren't enough, Level 100 also gives you the opportunity to walk onto one of the eight-foot "portals" in each of the building's four quadrants. If you dare, you can stand on top of these circular portals and look down 100 stories to the street level outside. These "views" are in reality video screens, showing live footage captured by cameras positioned outside the building, giving you the sense that you're floating "above it all".

Elevator Down: A Ride to Remember

At **ONE WORLD OBSERVATORY,** even the ride back down to the ground is one of a kind. When the doors close, the video walls around you again become activated with computer-generated imagery (CGI). Only this time, you're not looking out at the city. Instead, the CGI creates the illusion that the SkyPod itself is breaking out of One World Trade Center, so you're hovering in mid-air next to the building!

As the elevator descends, the CGI takes you spiraling around the exterior of the building. This time, the imagery is perfectly matched to the real floors of the building that you are descending through in actuality. Along the way, you see the "reflection" of your SkyPod in the building's shimmering glass cladding, as you marvel over the building's elegant lines and angles. The result is an experience that is, at once, a thrill-ride and a dazzling celebration of this glorious architectural icon.

When the elevator slows down in preparation for stopping, the media screens surround you with CGI suggesting that the SkyPod is reentering the building. The elevator doors open, delivering you to the Basement Level Concourse.



Guest Services

Gift Shops

For convenience, **ONE WORLD OBSERVATORY** offers two physical gift shops, as well as a virtual online store—all stocked with an exciting assortment of World Trade Center books, videos, apparel, souvenirs, and other merchandise. One of the shops is located near the elevator lobby on Level 100, enabling you to purchase a memento of your visit before boarding an elevator for your return trip "back to Earth." If you miss the opportunity to shop at this location, you'll find the second store on the ground level next to the building exit.

Audio Tours

ONE WORLD OBSERVATORY offers an informative and emotionally fulfilling experience for all Guests. However, if you'd like to dive deeper into the facts and stories of this breakthrough building, you can do so via an audio tour. A variety of tours is available in several different languages and tailored to the needs and interests of adults, children, and specific interest groups.

For example, the children's tour would star an engaging, youthful host who explores the building from a child's perspective. Likewise, an architect's tour would delight architecture buffs with the fine details of the building's design, construction, and eco-friendly features.

The audio tours can be enjoyed via smart phone by purchasing a ONE WORLD OBSERVATORY tour app, or Guests can rent audio guides at the ticket booths inside the building.

Photo Capture

The Observatory experience design includes a photo capture moment in which all observatory Guests will be invited to participate. A special photo capture area has been designated on level 100 (midway through their observatory experience) which will photograph Guests and place them in front of a dynamic image of WTC Tower One and the accompanying skyline view. Printed souvenir photos will be available on exit in the basement retail gallery. In addition, additional copies, digital dispatch of images to friends and relatives, and other souvenir items containing personalized images will be made available through the ONE WORLD OBSERVATORY app and website.

Special Events

The story and significance of One World Trade Center—along with the unparalleled views afforded at the top—will make this building one of the most sought after event venues in all of New York City.

ONE WORLD OBSERVATORY will stand out as the most meaningful and inspiring location to host virtually any special event. Whether the occasion is an engagement party, a wedding reception, a corporate gala, a cocktail party, or some other type of celebration, the setting is sure to make for an uplifting experience.

The Observatory has been designed for maximum flexibility to allow for multiple simultaneous events without disrupting the core observatory business. During normal (non-event) operations, the entire 102nd level will be available to regular Observatory patrons for maximum enjoyment of the 360º view (in addition to the interactive and interpreted 360º view opportunities on level 100). When events are scheduled, the east, west and south quadrants of level 102 as well as the level 101 mezzanine can be used in any combination for single or multiple private functions, while observatory Guests will proceed uninterrupted via a separate dedicated escalator path from the 102nd level "See Forever" observatory entrance experience to the continuation of the observatory experience on level 100.

Each space features programmable media that can be customized for the occasion. Meanwhile, a highly trained staff of event planners, coupled with a world-class catering service, will ensure a sensational experience for Guests and hosts alike.

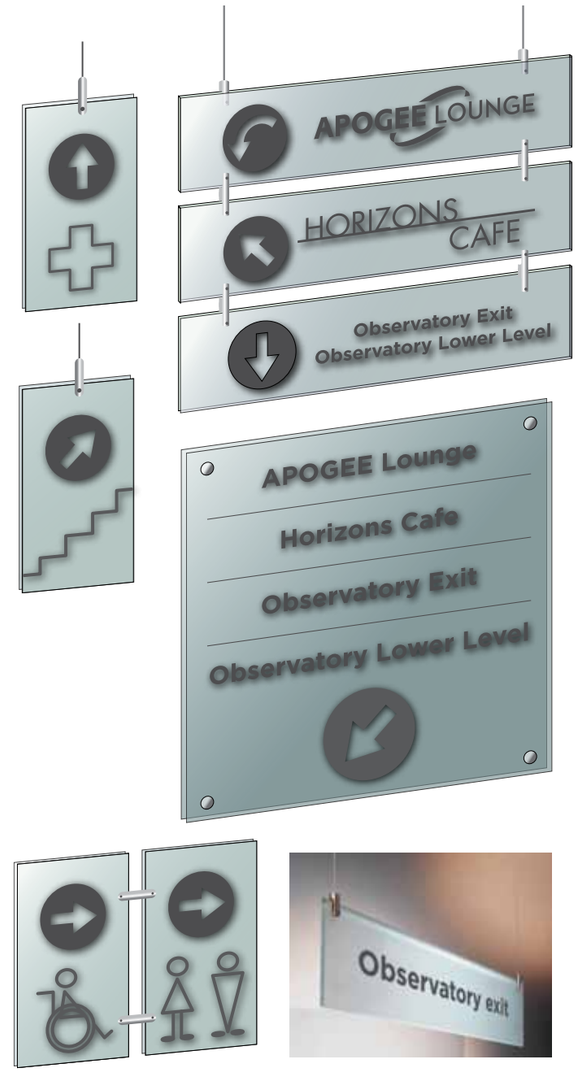
Exclusive "Skywalk" Catwalk tours

As an additional optional experience, we believe there is strong potential for an exclusive, personally guided, limited capacity "Top of the World Catwalk View Experience", which would take small groups of Guests up to the outdoor catwalks for a guided open air 360º walk around the base of the Tower One spire. This experience could be similar to other specialty tours such as the Sydney Harbor Bridge Cable Walk, which involve Guests screening, orientation, and outfitting in cabled safety harness (in addition to all other security concerns.) At other venues, the cost per ticket of such tours command ranges into the hundreds of dollars, and the demand for such an exclusive option can be significant. Obviously, the financial upside of such an ancillary tour experience can be significant as well.

While not included in the pro forma accompanying this proposal, if selected to be the operator of the WTC Observatory, we would be interested in pursuing this as an additional opportunity.

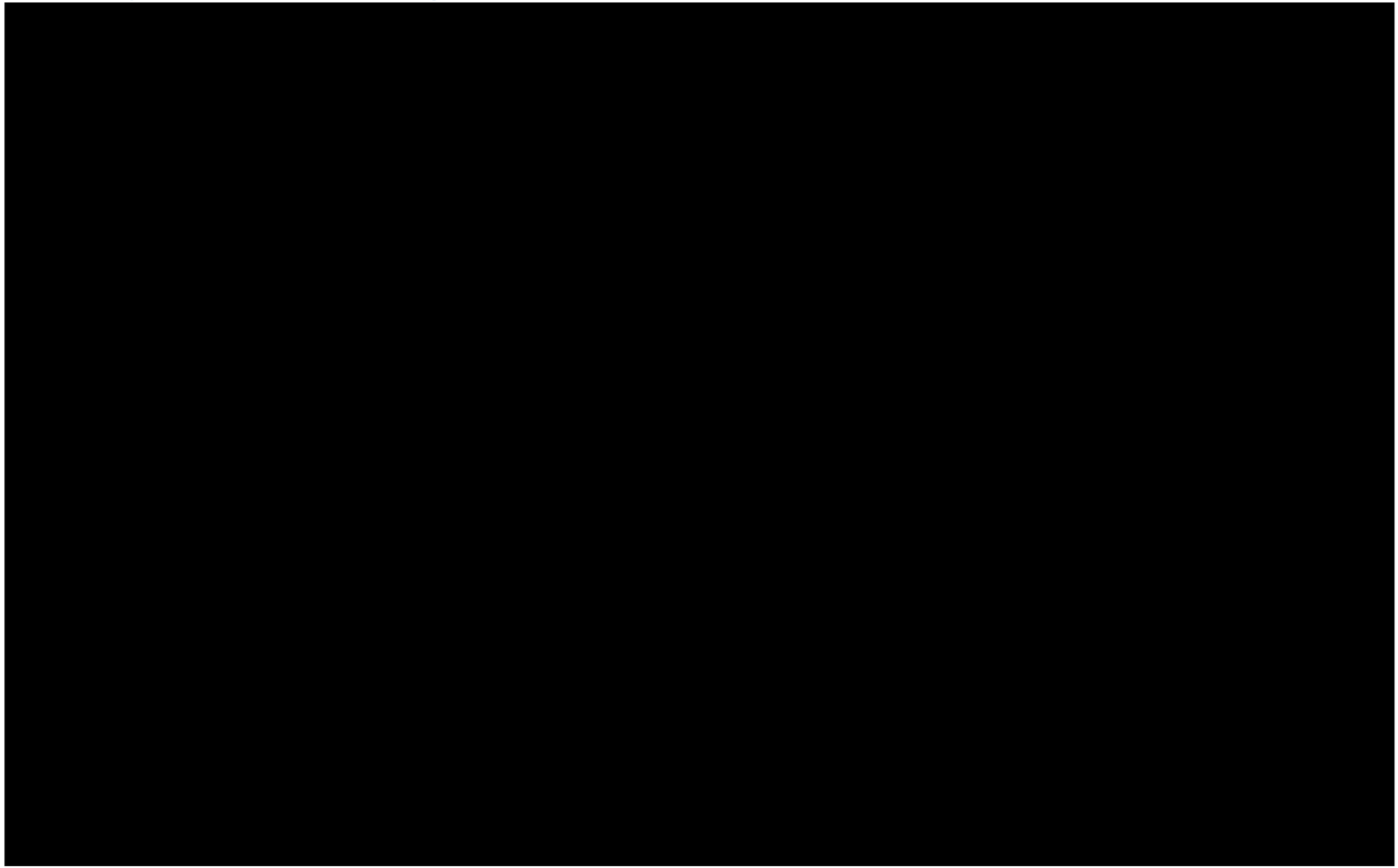
Wayfinding and Signage

Wayfinding signage used throughout the experience is intended to be clean, simple and elegant, clearly providing all necessary information without overpowering the environment. The One World Observatory experience is designed to be as intuitive as possible for guests, guiding them through the experience while allowing them their own sense of discovery. Throughout, simple following the organic flow of the Observatory will lead guests easily through the entire experience.



- Frosted glass signage.
- Surface etching or printing.
- Stainless steel hardware accents.
- Suspended with aircraft cables from ceiling or mounted to wall.

Experience Flow Diagram



Program

Street Level Plaza:	Exterior Ticketing Kiosks, Signage
Welcome Lobby:	Ticketing, Transition (Escalator) to Basement Level
Basement Level:	Entrance, Security, Exhibit Queuing Area, Retail and Exit Transition, Back of House, Operations, Restrooms
Elevators:	One-minute “SkyPod” Video Ascent and Descent Experiences
Level 102:	Arrival Theater, Observatory Views, Event Space, Restrooms
Level 101:	Dining, Lounge, Kitchen, Observatory Views, Restrooms
Level 100:	Observatory Views, Sky Portals with Street Views, Interpreted Viewing, Restrooms

Construction Information

Legends has assembled a first-class, hands-on team who are as comfortable on a construction site as they are producing high-design. Frequent site visits by both Legends and our team during construction assures that construction moves along quickly and on schedule. A hands-on, hands-dirty mentality keeps the team solution-focused building partners throughout the construction phase of the project. Submittals are electronically circulated and secure FTP hosted for contractor access. By handling submittals electronically, our team can increase construction efficiency and reduce the need for more printed material. By partnering with NYC's premier commercial interior builders, we are confident that the quality of the project will endure for years of public enjoyment.

Materials and Finishes

To complement the proposed visual and graphic media, the design approach is to finish the project fit-out with materials that speak to everyday elegance. Sustainable hard surface flooring, such as terrazzo, stone or porcelain is our intended flooring materials for the majority of the project's public areas. We are anticipating daylight harvesting fixture control lighting systems, and have required that kitchen equipment be Energy Star rated. Use of local, sustainable materials for accent and decoration is intended to highlight the richness of the area. A clear glass and recycled content steel have been proposed as two of the primary materials for installation of exhibit elements.

Sustainability

To compliment the new One World Trade Center's core sustainable systems, We have approached this proposal from the viewpoint that sustainability should be built-in. To this end, the proposed design team has included three LEED Accredited professionals. This design team has substantial experience on LEED projects, including the 2004 Gold Rated Solaire just three blocks from the One WTC. Their roles in design, project management and construction administration serve to assure this project is not only built better now, but built better for the future as well.

Specifically, We are proposing sustainable materials, with high-post-consumer recycled content, low-consumption fixtures, and fully independent commissioning and monitoring of tenant mechanical systems and equipment. The anticipated project budget includes necessary LEED consultants, daylight harvesting and material costs for sustainable materials.

We believe that with ownership cooperation, this project will meet or exceed the base building LEED certification level.

Systems Upgrade Info

This project will include new ticketing kiosks and sales counters at the ground level. The Basement Level includes security queuing and pre-show installations. Base building systems would remain with minor modifications to accommodate our installation. The dedicated elevators would undergo media installation upgrades to include video wall technology as part of the ascent and descent experiences.

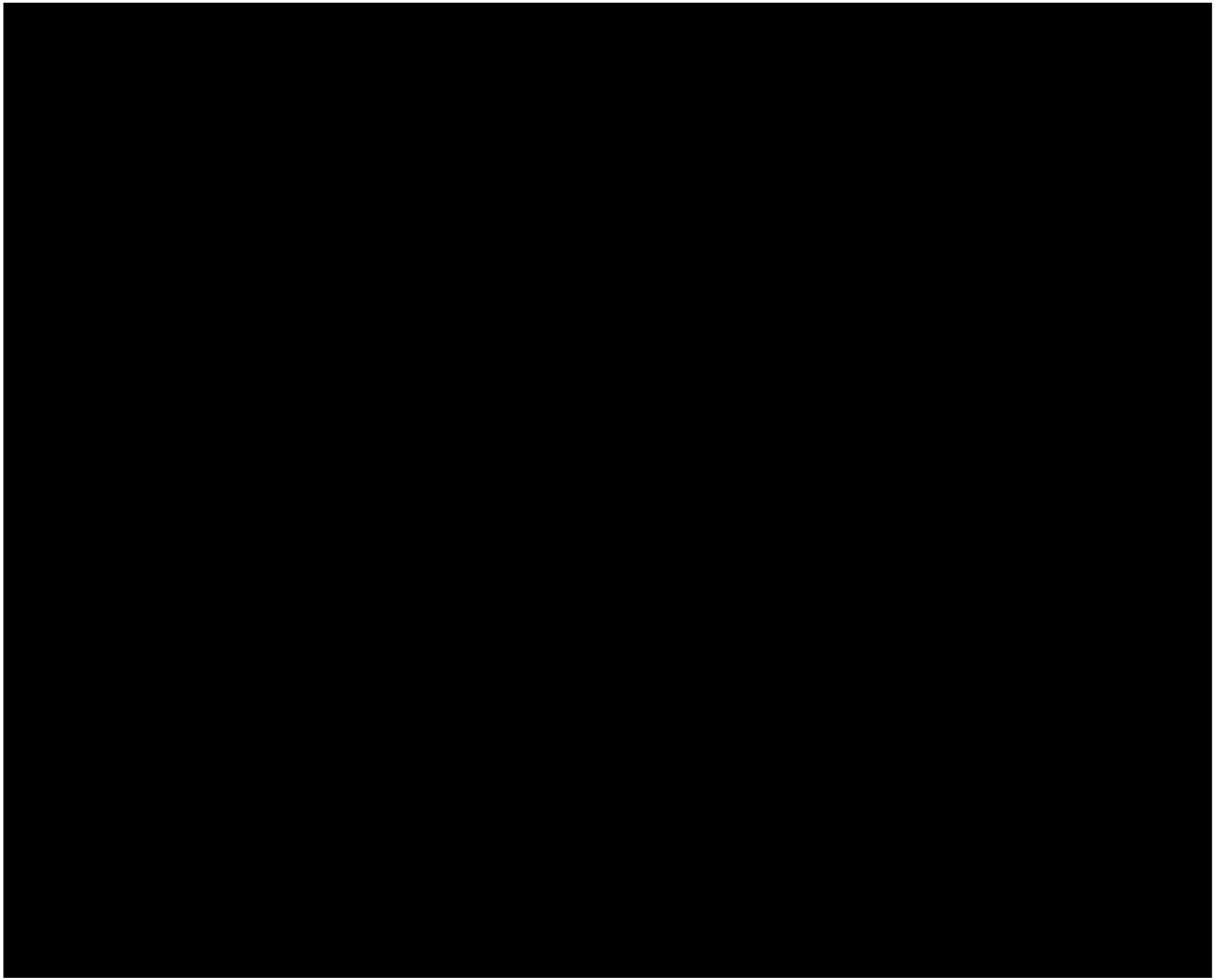
At Level 102, a Guest experience theater and high end panoramic viewing experience will be installed. Portions of the floor can be separated as high-end event space with support provided to the floor during those times from the proposed Level 101 kitchen. The installation of escalators is proposed between levels 101 & 102 to meet circulation needs.

At Level 101 there will be several dining venues to compliment the ever-present views. High-end grab-and-go dining will be available, as well as a themed lounge area and our food-service and fine-dining kitchen.

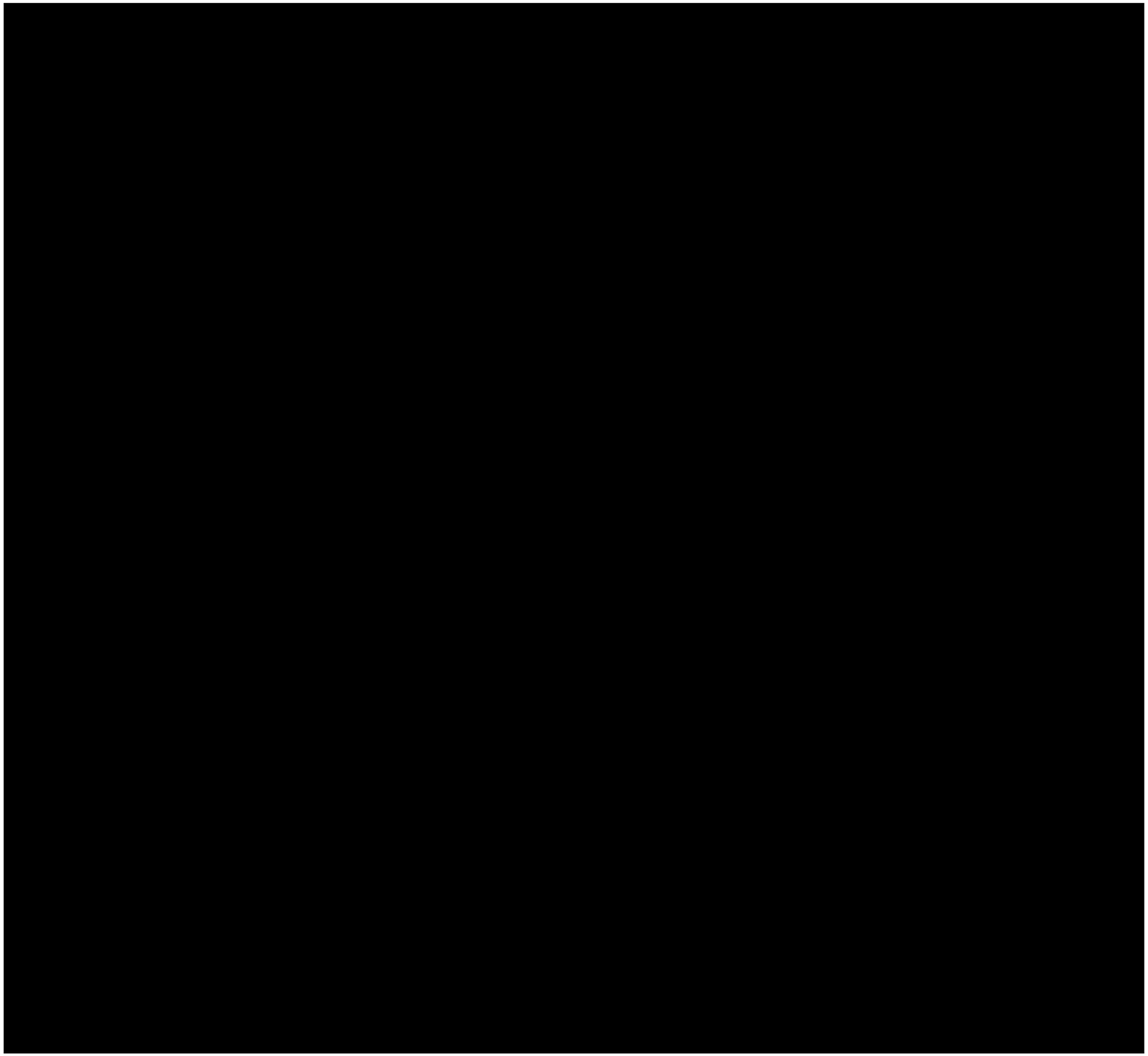
At Level 100 the viewing experience continues and the multimedia experience becomes more personal. Viewing portals and toe-to-edge viewing enhance and punctuate the minimally built environment. As Guests approach the elevators to begin their departure we will have a small retail sales environment. Each level will have the necessary compliment of restrooms to accommodate the Guests.

Architectural Plans

Basement Level Concourse



Welcome Lobby

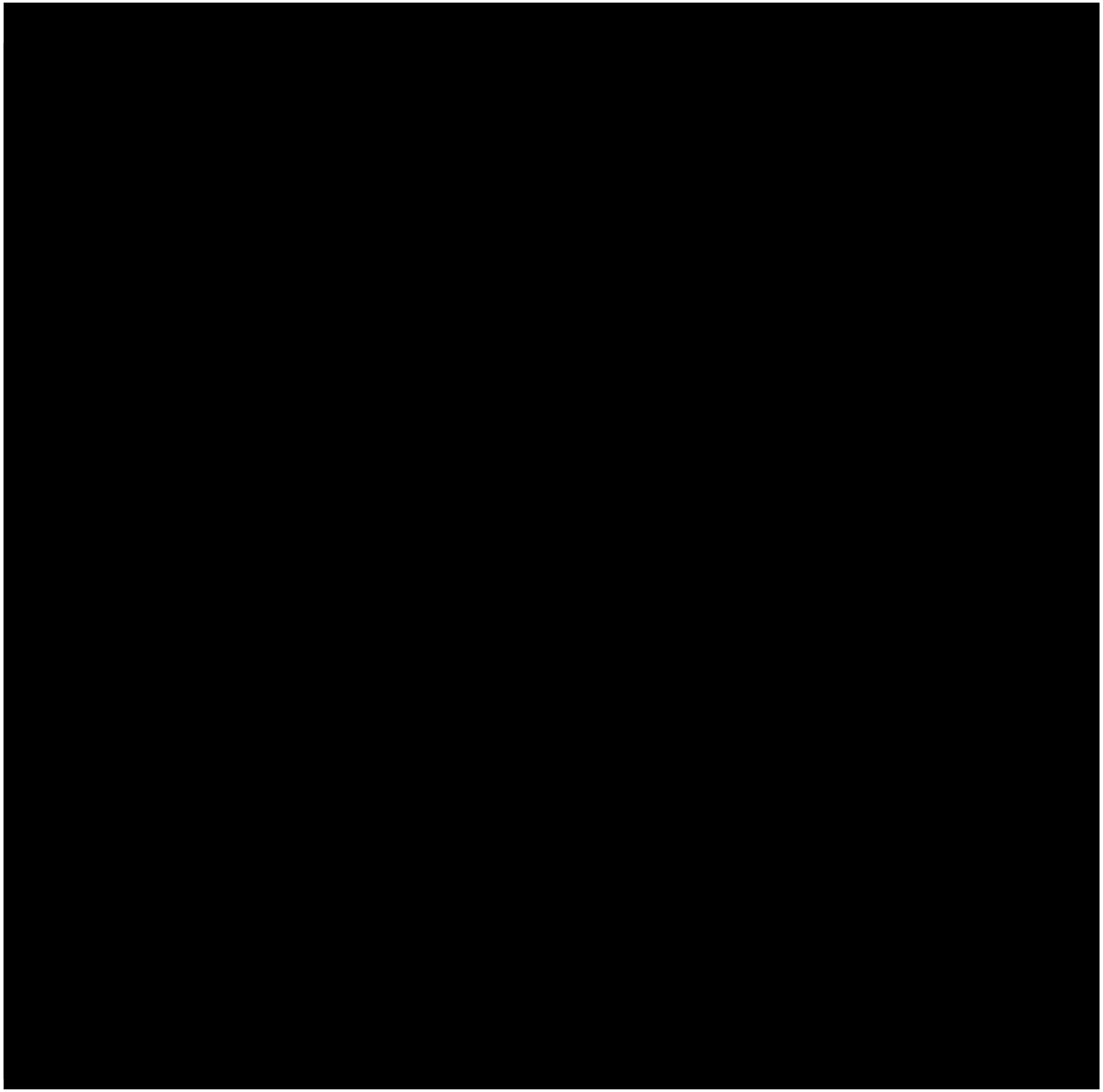


Level 100

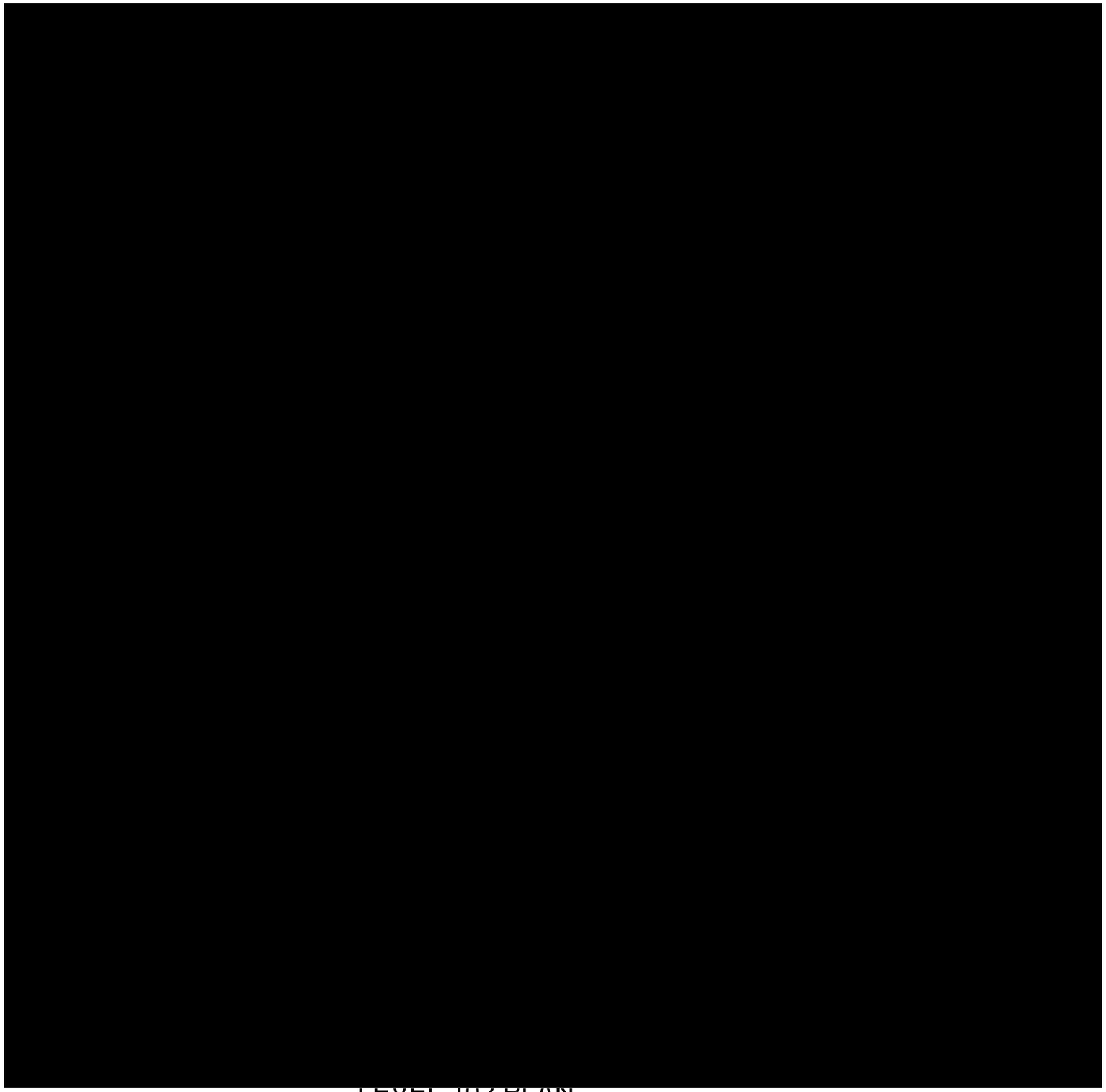
LEVEL 100 PLAN

120420 SCALE: NTS

Level 101



Level 102

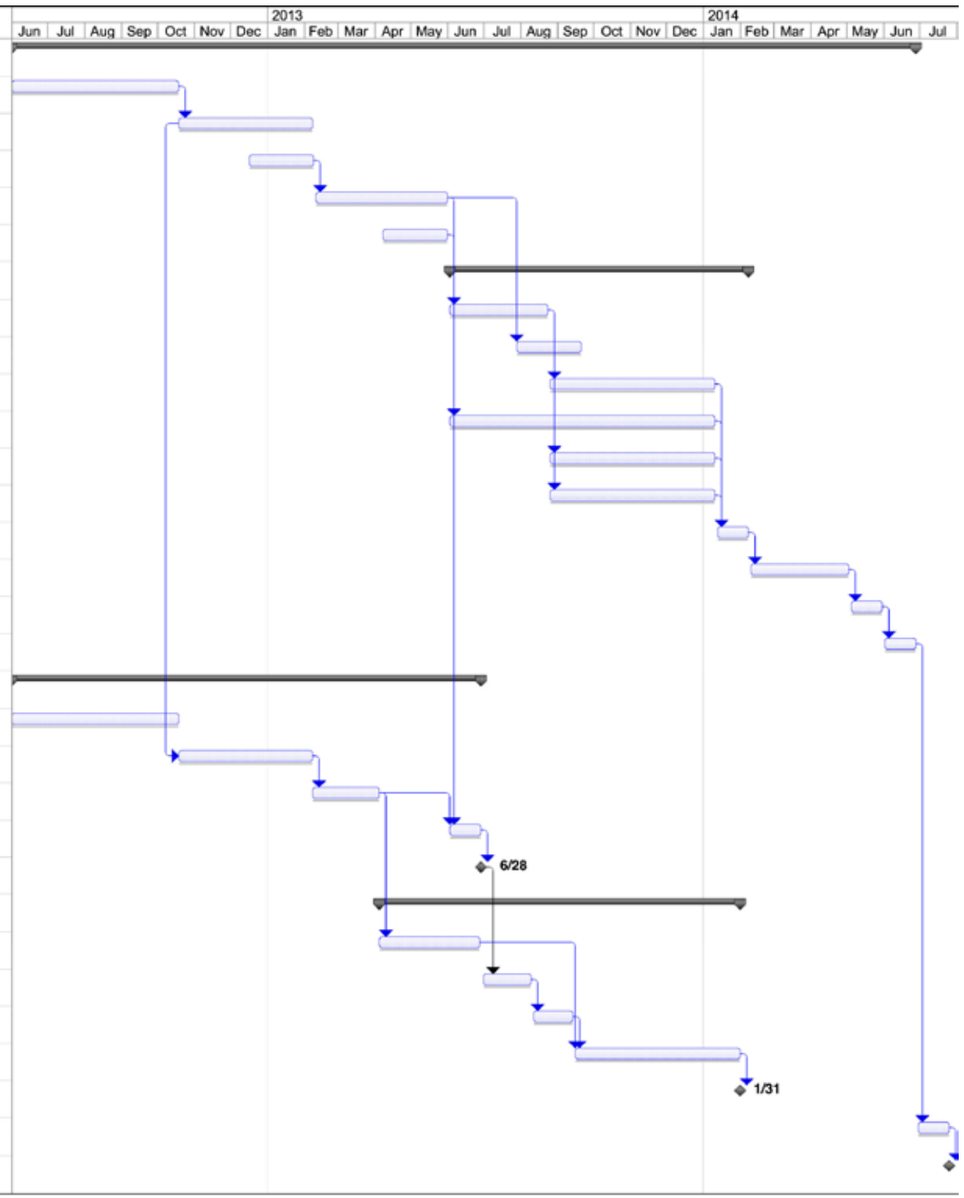


LEVEL 102 PLAN

120420 SCALE: NTS

Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Show/Exhibits**	**541 days**	**Fri 6/1/12**	**Fri 6/27/14**
2	Complete Conceptual Design	5 months	Fri 6/1/12	Thu 10/18/12
3	Schematic Design	4 months	Fri 10/19/12	Thu 2/7/13
4	Facility Impact Design Information	2 months	Mon 12/17/12	Fri 2/8/13
5	Design Development	4 months	Mon 2/11/13	Fri 5/31/13
6	Preliminary Facility Impact Report	2 months	Mon 4/8/13	Fri 5/31/13
7	**Production**	**180 days**	**Mon 6/3/13**	**Fri 2/7/14**
8	Production Planning/shop Drawings	3 months	Mon 6/3/13	Fri 8/23/13
9	Final Facility Impact Report	2 months	Mon 7/29/13	Fri 9/20/13
10	Exhibit/Show Sets	5 months	Mon 8/26/13	Fri 1/10/14
11	Media Production	8 months	Mon 6/3/13	Fri 1/10/14
12	Audio-video Sytstems	5 months	Mon 8/26/13	Fri 1/10/14
13	Lighting Systems	5 months	Mon 8/26/13	Fri 1/10/14
14	Shipping	1 month	Mon 1/13/14	Fri 2/7/14
15	Installation	3 months	Mon 2/10/14	Fri 5/2/14
16	Test and Adjust	1 month	Mon 5/5/14	Fri 5/30/14
17	Programming	1 month	Mon 6/2/14	Fri 6/27/14
18	**Facility Design**	**281 days**	**Fri 6/1/12**	**Fri 6/28/13**
19	Complete Conceptual Design	5 months	Fri 6/1/12	Thu 10/18/12
20	Schematic Design	4 months	Fri 10/19/12	Thu 2/7/13
21	Coordination with Show/Exhibits	2 months	Fri 2/8/13	Thu 4/4/13
22	Final CD Development	1 month	Mon 6/3/13	Fri 6/28/13
23	Construction Documents	0 days	Fri 6/28/13	Fri 6/28/13
24	**Construction**	**216 days**	**Fri 4/5/13**	**Fri 1/31/14**
25	Plan Check/ Permits Acquisition	3 months	Fri 4/5/13	Thu 6/27/13
26	Bidding	6 weeks	Mon 7/1/13	Fri 8/9/13
27	Award	5 weeks	Mon 8/12/13	Fri 9/13/13
28	Construction Period	5 months	Mon 9/16/13	Fri 1/31/14
29	Dust Free	0 days	Fri 1/31/14	Fri 1/31/14
30	**Ready for Soft Opening**	1 month	Mon 6/30/14	Fri 7/25/14
31	**Ready for Grand Opening**	0 days	Fri 7/25/14	Fri 7/25/14



We anticipate the freight elevator and loading dock will be needed by the project for up to 20 hours per week during the construction period. JRM and THG will work with the Owner to coordinate our usage so as not to disrupt other building functions.

We anticipate no problem meeting the project schedule barring building-related delays or labor strikes/disruptions, none of which we expect to occur.

Based on our current construction plan, we can be prepared to open as early as July 2014. If the owner wishes, we can easily accommodate a later opening date.

BUSINESS PLAN

Business Plan

Overview of Tourism in New York City

Despite the 9/11 terrorist attacks and the recent global economic crisis, tourism in New York City has continued to grow. According to NYC & Company, New York City's official marketing, tourism and partnership organization, approximately 48.7 million international and domestic Guests explored New York City's museums, attractions, restaurants, hotels, theaters, entertainment and shopping in 2010, an increase of 6.8 percent over 2009. The following table highlights the number of domestic and international Guests to New York City from 2001 – 2010:

Total Visitors to New York City (millions)

Year	Domestic	International	Total
2001	29.5	5.7	35.2
2002	30.2	5.1	35.3
2003	33.0	4.8	37.8
2004	33.8	6.2	39.9
2005	35.8	6.8	42.6
2006	36.5	7.3	43.8
2007	37.1	8.8	46.0
2008	37.5	9.5	47.0
2009	37.0	8.6	45.6
2010	39.0	9.7	48.7

Source: NYC & Company

There were 39 million domestic Guests in 2010, an increase of 5.4 percent over 2009; meanwhile, there were 9.7 million international Guests in 2010, an increase of 12.8 percent over 2009. The number of total Guests to New York City has increased approximately 38.4 percent since 2001, or an average of 3.3 percent annually. Direct Guest spending totaled approximately $31.5 billion in 2010, an increase of 11.2 percent over 2009. Direct Guest spending has increased approximately 70.4 percent since 2001, or an average of 5.4 percent annually.

The operations of the proposed One World Trade Center observation deck will be affected, to some degree, by the number and type of New York City attractions that could compete for the limited supply of Guests and entertainment dollars within the marketplace.

Within New York City, there are a variety of existing landmarks and other attractions. The following table highlights some of New York City's most popular attractions in terms of three-year attendance averages and current average ticket price:

Based on a comprehensive study of New York City landmarks and attractions, an analysis of growth trends and Guest spending in New York City's tourism industry, an understanding of the World Trade Center's position as a major tourist attraction prior to September 11, as well as the likely iconic status of the new One World Trade Center, it is reasonable to project that an average ticket price of $23, net of all taxes and discounts, is supportable at the new One World Trade Center observation deck upon opening in 2015, and that such a landmark could be expected to attract approximately three million to five million Guests annually.

Summary of Popular New York City Attractions
(Sorted by Current Average Ticket Price)

Attraction	Three-Year Attendance Average	Current Average Ticket Price
Broadway Theater Productions	12,190,000	**$83.00**
Beacon Theater	261.000	**73.00**
Radio City Christmas Spectacular	1,026,000	**71.00**
Radio City Music Hall Shows (Excl. Radio City Christmas Spectacular)	513,000	**69.00**
Theater at Madison Square Garden	376,000	**59.00**
New York Yankees / Yankee Stadium	3,713,000	**59.00**
Bodies: The Exhibition	n/a	**25.00**
Empire State Building	3,500,000	**20.00**
Statue of Liberty / Ellis Island	3,804,000	**16.00**
Top of the Rock	2,500,000	**15.00**
Metropolitan Museum of Art	5,180,000	**11.00**
Central Park	36,000,000	**n/a**

***This information, analysis and recommendation was provided by Convention Sports & Leisure (CSL)**

Business Model

We look at this business as having three distinct parts:

The Observatory Business is associated with selling tickets and fulfilling the experience associated with the **ONE WORLD OBSERVATORY**. This Observatory Business includes the marketing and sales of tickets, the Guest flow through each element of the show, and the management of the facility to support the maximum possible theoretical hour capacity (THC) of the attraction. Each element of the attraction has been designed to support the maximum THC – which is currently determined by the physical size of the space on levels 102, 101 and 100.

Food, Beverage and Merchandise business includes the food, beverage and merchandise facilities in the building (Restaurants and Bars, Audio Tours and Photo Ops) and areas that support them.

Special Events Business is associated with space rentals on levels 102 through 100. In some ways this is a sub-category to the Core Business and the Food, Beverage, and Merchandise businesses because nearly all space rentals for Special Events will have a tie in with the ONE WORLD OBSERVATORY and/or Food, Beverage (we expect nearly all Special Events will be catered from our on-site kitchen) and Merchandise.

The Observatory

As is indicated in CSL's executive summary (their complete report is included in the accompanying Creative Presentation), they believe ONE WORLD OBSERVATORY can be expected to attract between three and five million Guests per year and achieve an average ticket price as high as $25.00. Legends has conducted other independent research on the business dynamics of other Observation Decks, both in New York City and throughout the world, and concurs with CSL's projection. Therefore, due to space and overall capacity limitations, the strong conclusion is that Legends must focus on the Observatory Business. Although ancillary businesses are important, they must not be implemented in a fashion that limits the capacity for the Observatory Business. Initial operation of the ONE WORLD OBSERVATORY is planned for 90 hours per week (four days at 12 hours a day and three days at 14 hours per day). Our THC is 1,125, yielding a theoretical annual capacity of about 5.3 million Guests. We have modeled our first year pro-forma on 60 percent of capacity and taken into account monthly seasonality – resulting in a first year pro-forma attendance of 3.1 million Guests, and approximately $33.2 million in Operating Profit for the Core Business.

ONE WORLD OBSERVATORY will offer a variety of different ticket options and opportunities - all with the focus of offering the best Guest experience. Individual Guest tickets, group tickets, private tours, VIP Observatory tickets, express-pass tickets, and annual Guest/family memberships will all be offered. In addition, combination experience tickets and packages with other New York City experiences will also be offered, e.g. Lunch at the Horizons, ONE WORLD OBSERVATORY/ Yankee stadium tour package and association with aggregators like New York City pass are just a few examples. The $23 average net ticket price represents a blend of the standard price of a ticket bought at the box office, the up-charge for an "express pass" ticket (likely to be sold to approximately ten percent of our Guests) and the range of ticket prices charged on-line based on differing demand for particular time (dynamic pricing), VIP prices, and discounts offered group buyers (which can be as high as thirty percent).

A full time marketing and ticket sales director will be employed to manage and develop individual and group ticket sales initiatives, premium offerings and VIP experiences. In addition, our pro forma reflects an annual investment of approximately four percent of individual ticket revenue ($3 million per year) to fund advertising and marketing programs across all traditional channels (print, television, radio, internet), as well as create a strong presence in social media. $1.5 million will also be invested in a pre-opening launch marketing plan, and depending on demand, preparations can be made to offer a variety of promotional opportunities. In addition to marketing efforts, our New York based publicity group will create constant buzz around our venue before, during, and after opening week.

For group sales a call center will be established in the Legends offices (in either our New Jersey or New York offices) that will focus on both outbound and inbound calls, face to face appointments, annual conventions, international tour operators, travel and bus companies, faith based organizations, schools, sporting programs, and hotels and concierges.

Food, Beverage and Merchandise

Consistent with the discussion above, Food, Beverage and Merchandise businesses have been budgeted conservatively. The total combined per capita spending included in the Legends pro forma is $4.32, with these businesses contributing about $1.7 million annually to Operating Profit. Food and beverage choices will include:

- **Horizons Café:** The Horizons Café, with its contemporary furnishings and sustainable finishes will create an upscale, yet relaxed dining experience. The café will feature an international inspired menu of gourmet offerings, entrées and desserts.
- **Apogee Lounge:** for the Guest who wants to sit down and relax with a cocktail, this bar and lounge will feature the traditional adult beverages as well as a selection of cask aged cocktails and in-house aged fruit-infused liquors. Warm Sake and other favorites will be offered for international Guests. Of course, a great selection of popular imported beers from around the world will be offered. Three types of frozen cocktails that will be served in a ONE WORLD souvenir container have been planned. In the mornings, the bar will serve an international coffee, espresso and cappuccino café, offering freshly prepared breakfast sandwiches and pastries prepared in the onsite pastry kitchen.
- **Skyline Bistro:** Guests looking for a quick bite to eat or to have a casual lunch can visit the Skyline bistro and choose from a selection of healthy wrapped sandwiches, soups, salads, snacks and gourmet treats. We will have a New York style hand carved to order deli sandwich section, featuring Corned Beef, Pastrami, and Brisket as well as a New York hot dog. A variety of custom packaging will be utilized, always appropriate to the product being served: Sushi will be served in Bento boxes, while hot dogs will be placed in a plastic container replica of a New York street cart. A kid's lunch pack in a souvenir school lunch box will be available, as well as a hero sandwich in a replica of a NYC subway car, and so on.

All of these offerings will be produced on an as needed program with an RFID time sensing function that will alert the kitchen when a product has timed out, ensuring that only the freshest product at the proper temperature will be offered. The support kitchen will be state-of-the-art, featuring Energy Star-rated equipment. The kitchen is designed to accommodate and support an Al a Carte plated white tablecloth and china menu, and plated or buffet meal-catered event for up to 500. The prep line for the Café will be electronically connected to the serving displays allowing our culinary staff to manage the production on an as needed basis insuring that only the freshest product will be offered. Our pastry kitchen will produce a full line of dessert offerings. For sanitation we will employ a garbage pulping system that removes ninety percent of the liquid from solid waste reducing it to a compostable pellet.

One World Gift Shops: Our Guests will have the opportunity to purchase gifts, photos and souvenir merchandise from one of our two One World Gift shops. One gift shop will be located on the observation deck just before Guests descent from the top, and the other gift shop will be located in the lower lobby after exiting the elevator, but before exiting the experience. Merchandise will be custom designed and sourced by Legends merchandising department. Existing relationships will be leveraged to assure the best possible quality while achieving the lowest possible cost.

Special Events

The venue has been uniquely designed to allow for the staging of events for up to 500 people without impacting the ONE WORLD OBSERVATORY Guest experience or limiting the attraction's capacity. Our innovative design for the space enables a robust Special Events Business mostly confined to areas on levels 102 and 101.

Legends will offer a wide variety of event catering – including many gourmet options for our Guests. We will offer catering packages for functions of various sizes up to 500, and for various time frames ranging from appetizers for 30 minutes to complete dinner packages. We are budgeting 100 events at an annual revenue of $7.5 million and Operating Profit of $5.0 million each year.

For a more detailed discussion of the Sales and Marketing Plan to build and sustain all aspects of the ONE WORLD OBSERVATORY business model, please see the Management Proposal section of this proposal.

FINANCIAL PROPOSAL

Financial Proposal

We believe it is important to the success of ONE WORLD OBSERVATORY that our business interests are aligned with those of the WTC Owner. Partnership is the cornerstone of all our relationships, and we expect that our business practices will mutually benefit each other. We pledge to be completely transparent in all of our dealings with you and maintain a spirit of cooperation. Our financial proposal reflects these commitments.

As shown in the charts below and in our pro-forma, we propose the following terms:

- Annual Guarantee of $15.3 million including rent ($14.0mm) and allocated building expenses ($1.3mm). This annual payment is subject to a 3 percent annual increase.
- Annual Profit Participation of $21.8 million dollars based on our budgeted first year attendance of 3,163,291. The profit participation is based on a 65-35 percent split in favor of the Owner and will increase as revenue increases. This results in a total first year payment of $37 million for year 2015.
- The above income results in an NPV of $418.3 million calculated over 15 years, discounted at 6 percent. We believe our budgeted attendance forecast is very conservative, and therefore carries no risk adjustment.
- For incremental annual attendance between 3,163,291 and 5,250,000 we have calculated an additional risk-adjusted NPV of $94.3 million. This results in a total expected NPV of $512.6 million for payments made to you over the term.

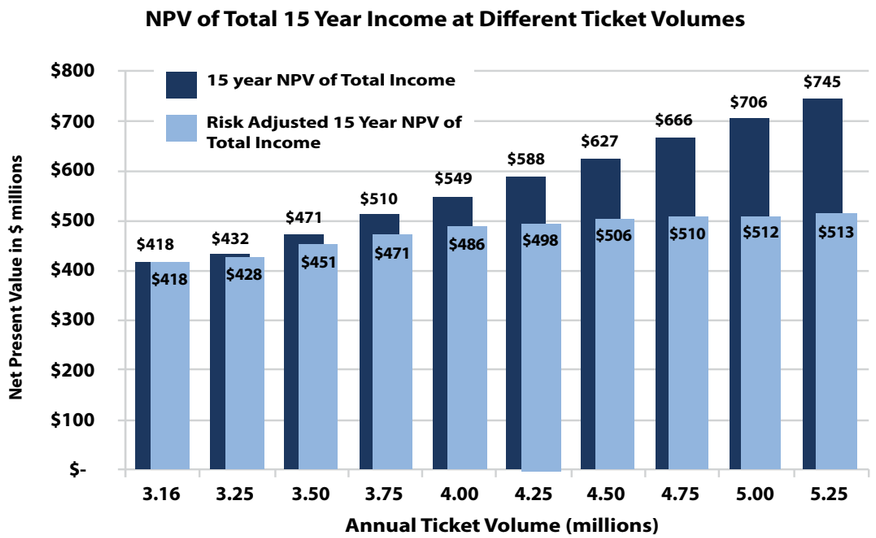
In addition to the above payments, Legends will fully fund all the costs associated with design, construction, preopening, operations, and management of ONE WORLD OBSERVATORY. The two charts at the right represent the annual payments and their NPV to you.

We believe very strongly in our ability to make this project an "off the charts success" – that confidence is reflected in our plan to invest $62 million in the attraction. Our planned investment will allow us to create a Guest experience that is one of the best in New York City, and the absolute best of class as compared to other observations decks. Our design, coupled with our plan to invest as necessary to keep the facility sparkling and the show current, will result in an attraction that will sustain an attendance of well over three million annual Guests per year. We plan to be your partner for the long term and would welcome consideration of a longer lease term, or a renewal optional at the end of the first 15 years.

One World Observatory Owner Income Scenarios

	RENT (INCLUDING COMMON CHARGE)		PROFIT PARTICIPATION		TOTAL OWNER INCOME		TOTAL RISK ADJUSTED NPV	
Volume	Year 1 Rent	NPV of Rent (@6%)	Year 1 Profit Share	NPV of Profit Share (@6%)	Total Year 1 Income	Total NPV of Income (@6%)	Confidence	Cumulative Risk Adjusted NPV of Income
3,163,291	15,287,102	189,004,386	21,762,851	229,277,132	37,049,953	**418,281,518**	100%	418,281,518
3,250,000	15,287,102	189,004,386	22,973,299	242,841,583	38,260,401	431,845,969	70%	9,495,116
3,500,000	15,287,102	189,004,386	26,463,275	281,950,473	41,750,377	470,954,859	60%	23,465,334
3,750,000	15,287,102	189,004,386	29,953,250	321,059,029	45,240,352	510,063,415	50%	19,554,278
4,000,000	15,287,102	189,004,386	33,443,226	360,167,310	48,730,328	549,171,696	40%	15,643,312
4,250,000	15,287,102	189,004,386	36,933,201	399,275,361	52,220,303	588,279,747	30%	11,732,415
4,500,000	15,287,102	189,004,386	40,423,176	438,383,218	55,710,279	627,387,604	20%	7,821,571
4,750,000	15,287,102	189,004,386	43,913,152	477,490,910	59,200,254	666,495,296	10%	3,910,769
5,000,000	15,287,102	189,004,386	47,403,127	516,598,461	62,690,230	705,602,847	5%	1,955,378
5,250,000	15,287,102	189,004,386	50,893,103	555,705,890	66,180,205	744,710,276	2%	782,149
								512,641,840

NOTE: Base Case Attendance = 3,163,291; **Owner Income** = $418MM
Risk adjusted **Owner Income** for all Scenarios = $512.6mm



Legends is very confident of the projected revenue streams in our P&L; that confidence is the basis for our proposed investment of over $62 million dollars—an investment that is sure to result in a long-term successful and sustainable business. There are many ways to structure the payment stream to the WTC owners, some of which may be more attractive than what is reflected in this proposal. We are open to discussing alternate methods of structuring these payments.

PERSONAL AND CONFIDENTIAL

April 26, 2012

David Hammer
Legends Hospitality Management
400 Broadacres Drive
Suite 260
Bloomfield, NJ 07003

Ladies and Gentlemen:

You have advised Goldman, Sachs & Co ("GS&Co. and together with its affiliates, "Goldman Sachs") and Wells Fargo Bank, National Association ("Wells" and together with GS&Co., collectively, "us" or "we") that Legends Hospitality Management ("Legends") is submitting a proposal to the Port Authority of New York and New Jersey ("PANYNJ") to construct, build-out, operate, and manage the One World Trade Center Observation Deck ("Observation Deck"). You have advised us that the total cost for the construction, build out and pre-opening operation for the Observation Deck will be approximately $63 million and that the project will be financed from a combination of existing cash, borrowings under Legends' existing $50 million Revolving Loan Facility agented by Wells (the "Wells Revolver"), and additional indebtedness undertaken for the purpose of constructing, building out and initially operating the Observation Deck (the "New Debt Financing"). With respect to the Wells Revolver, Wells hereby confirms that Legends may borrow under the Wells revolver for general corporate purposes (which would include the construction, build out, and operation of the Observation Deck) and that, subject to satisfaction of the conditions precedent to borrowing contained therein, $50 million of capacity is available under the Wells Revolver.

Based on the information that you have provided to us to date, we are pleased to inform you that we are highly interested in working with you on the arranging and structuring of the New Debt Financing. The structure, covenants and terms of the actual New Debt Financing will be determined by Goldman Sachs and Wells in consultation with you based on market conditions at the time of the sale or placement and on the structure and documentation entered into with PANYNJ regarding the construction, build out, operation, and management of the Observation Deck.

This letter is for informational purposes only and is not a commitment by Goldman Sachs or Wells to purchase or place any securities or to provide, arrange or structure the New Debt Financing. Such a commitment would be subject, among other things, to the execution and delivery by Goldman Sachs and/or Wells of a separate written agreement and/or commitment letter. In addition, in light of current market conditions, we cannot assure you that we would be able to arrange and/or structure the New Debt Financing. Any transaction related to the matters contemplated by this letter would be an arm's-length commercial transaction between Legends and Goldman Sachs and/or Wells, and Goldman Sachs and Wells have financial and other interests that differ from those of the Legends. Goldman Sachs and Wells are not, and will not be, acting as a municipal advisor, financial advisor or fiduciary to Legends or any other person or entity. Legends should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

This letter shall be treated as confidential and is being provided to you solely in connection with your proposed financing of the Observation Deck and may not be used, circulated, quoted or otherwise referred to in any document, except with our prior written consent. Notwithstanding the foregoing, this letter may be shown to the PANYNJ provided that PANYNJ agrees to treat the letter as confidential.

In addition, please note that we do not provide accounting, tax or legal advice. Notwithstanding anything herein to the contrary, you are authorized to disclose to any person the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to you relating to that treatment and structure, without us imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

Very truly yours,

Goldman Sachs & Co
(Goldman, Sachs & Co.)

Lynn E. Culbreath SVP
(Wells Fargo Bank, National Association)

ONE WTC OBSERVATION DECK
SOURCES & USES OF FUNDS

Provide a detailed list of all sources and uses of funds during the construction period.

Sources		Uses		Sources Notes
Operating Cash	$15,000,000	Hard Construction Costs	$18,258,585	See Legends Financials
Existing Credit Line	$40,000,000	FF&E	$25,136,329	See Attached Letter
New Debt	$7,585,463	Soft Construction Costs	$13,190,550	
		Interest During Construction	$6,000,000	
Total Sources	$62,585,463	**Total Uses**	$62,585,463	
Equity	*$15,000,000*	*Construction Costs*	*$56,528,386*	
Debt	*$47,585,463*	*Pre-opening Costs*	*$6,057,077*	

Contact to discuss equity investment:
David Hammer
CFO, Legends Hospitality
dhammer@legendshm.com
(973) 707-2808 Phone

Contact to discuss debt financing
Lynn Culbreath
SVP, Wells Fargo
lynn.culbreath@wellsfargo.com
(813) 225-4312 Phone

TECHNICAL PROPOSAL

Project Development, Design and Construction

Project Development

Dave Kerschner, Legends Senior Vice President of Facilities and Business Development, will lead the Project Development, Design and Construction project. Three entities will report to Dave to execute this project – The Hettema Group (THG) will be responsible for all Show Development, Design and Installation; Montroy, Andersen, DeMarco (MADGI) will be responsible for all aspects of Facility Design and Permitting; and JRM Construction Management (JRM) will be responsible for all Facility Construction. Both MADGI and JRM are headquartered in NYC and have done countless projects locally. THG is located in Pasadena, California; they will complete their design there, but will be on-site for show installation. Legends will directly manage the specification, purchase and installation of all kitchen equipment and FFE associated with the Food, Beverage, Merchandise, and Special Events businesses, and hold prime contracts with THG, MADGI, and JRM. THG will hold the contracts with all vendors related to show production and installation; MADGI and JRM will hold contracts with all MEP Engineers; all construction subcontracts will be held by JRM. Alternatively, instead of holding separate contracts with them, Legends may opt to negotiate one Design-Build contract with JRM and MADGI.

All the construction work done by JRM will be done through a Guaranteed Maximum Price contract. During the Design and Construction process Legends will chair weekly project meetings to review and resolve all issues related to project design, budget, schedule, potential change orders, and any other outstanding issues. A critical path schedule will be updated bi-weekly during the design process and weekly during construction. We will be responsible for financial and schedule control, track the project budget, and approve all uses of project contingency and schedule float. We will pay our prime contractors directly, and they will pay their vendors via a monthly pay request process. At no time will we pay our contractors unless we have in our possession lien waivers for all the work completed and being invoiced.

Design (The Hettema Group (THG) and Montroy, Andersen, DeMarco (MADGI))

Phil Hettema (THG) and Dan Montroy (MADGI) will lead their respective firms efforts throughout the project. As has been the case for Concept Design, THG and MADGI will work closely throughout the project to coordinate the design efforts. All designs will be coordinated between the parties and MADGI will be responsible for including the THG design on their documents. As the project moves into Design Development, a status presentation will be prepared for approval by the WTC owners. JRM will be working with the designers to complete progress estimates and schedule analysis throughout the design process. Upon final approval of the design, budget and schedule; construction documents will be completed by MADGI and THG for competitive bidding. However, in the case of THG, we may decide to sole source vendors for specific elements of show production. When production and construction are underway, regular site visits will occur to monitor those processes.

As part of the design process, key Observatory experiential elements will be mocked up, either in model, partial or full scale to fully inform issues of circulation, capacity and clarity of communication.

During production, experiential elements will be divided into three categories:

- **Facility elements** will be incorporated into the workscope of JRM.
- **Show elements** will be contracted to individual vendors, who will fabricate display and exhibit components (including media hardware). Fabrication and installation will be supervised and managed by THG.
- **Media production** will be supervised directly by THG. Each media component (video, audio, interactive) will be developed in the following phases:
  - Written Treatment, a narrative description (developed during the design phase) which specifically defines content, function, duration and display intent.
  - Working Scripts developed in multiple iterations, developing dialogue as required and further developing concept for imager, sound and music. Parallel to this effort, storyboards are developed to visually describe creative intent.
  - Final Script and Animatic (a real-time video composite of storyboards and placeholder dialogue and audio) are developed. This becomes the blueprint for production planning.
  - Pre-Production comprises planning for all live film or video shoots, casting, scheduling, permitting and identification of all production team members (Director, Director of Photography, Post Production, Visual Effect, Scoring, etc).
  - Production includes actual filming, recording, digital rendering, and image acquisition.
  - Post-Production includes the assembly of all assets created or obtained during the production phase into final form. Multiple rough cuts are assembled, evaluated and as appropriate screened or reviewed onsite prior to final rendering and installation.

Construction, Production, and Installation (JRM and THG)

As mentioned, JRM will be involved throughout design and construction. Design review will proceed throughout the entire planning and construction process and JRM will provide ongoing advice and consultation regarding design impact on schedule, budget, efficiency and quality. In addition to JRM's in-house team, they will involve engineering professionals as needed. The design reviews will focus in two areas – achievement of project goals and constructability.

During the pre-construction phase, JRM will review materials prepared by the designers to confirm program and quality requirements, construction schedule and project budget. They will also focus on identifying potentially critical and significant cost elements and feasibility of alternatives, and availability of materials and equipment, especially long-lead items.

JRM's in-house staff of experienced estimators specializes in providing accurate estimates of construction costs from the program phase through detailed design and construction. Their estimating procedures are designed to ensure the project will be successfully completed within Legends budget and that all construction related expenditures will be thoroughly reviewed and documented. JRM's estimators consist of experts in every discipline: civil, mechanical, electrical, architectural and structural. They have a cost database representing years of experience in the construction industry to support all their efforts. A single base-line control estimate will be established for the project by JRM, MADGI, THG and Legends, and used throughout the design process. Although general monitoring will be performed by JRM on an on-going basis, formal reviews will be performed at the completion of schematic design, design development, and construction documents. The estimate will be accompanied by a narrative report which will clarify any assumptions on which it is based and recommend a series of voluntary alternatives which may reduce a project component cost or shorten the project duration.

Project Development, Design, and Construction - cont.

JRM has the ability to format the construction budget in several different ways – breaking it down by construction trade, by level or by functional area. The following outline describes the steps taken in developing the budget:

- Team meeting: Legends, MADGI, engineers, and JRM review the project scope
- THG and MADGI describes the project from line or preliminary drawings
- Engineers describe the HVAC, plumbing, sprinklers and electrical systems
- JRM identifies additional scope information needed
- Various alternates will be discussed and priced separately
- Various allowances are made for undetermined scope items
- JRM prepares a preliminary budget which describes and quantifies the scope of work
- JRM will review with the team, in detail, the scope of work and the budget anticipated. Adjustments are made to the scope as discussed by the project team
- Value engineering is employed to see if there are any areas of cost savings which could be explored through alternate methods or products to those currently in the project scope
- The team works together to modify the level of finishes, quantities, etc. so that the construction budget is maintained
- The budget is updated until Legends is satisfied with the scope of work and the cost

The budget continues to be updated at various times as drawings are developed. The budget form does not change as the project progresses, but the level of detailed back-up may become greater.

JRM will develop an overall schedule using their computer system to calculate and plot a critical path for the project. They will also develop schedules for each of the project components as additional details are determined. They will update these bar chart schedules and actively monitor the progress of each phase of the project based on this initial scheduling effort. They will issue reports that monitor actual costs against budgeted costs and schedules and identify issues affecting cost and timing as they develop – and those issues will be addressed and resolved weekly.

As part of the pre-construction phase, JRM will evaluate construction market factors that could have an impact on the construction of the project, such as manpower availability for required trades or specialties; availability of qualified subcontractors; and competitive conditions in the marketplace, availability of local, minority and female trades-people and subcontractors. Based on this analysis, and in consultation with Legends, MADGI and THG, JRM will develop a contracting plan. One of the major by-products of the plan will be the development of the bid packages. This plan will establish which work will be directly bid out to primes, and which work will be done under general conditions. The scope, size and number of contracts in each trade will be established as part of this plan.

In the preparation of the project schedule, JRM will identify all long lead materials and equipment purchases, as well as any critical activities that may have to be phased or fast-tracked during construction. JRM will coordinate the activities to assure the development of the necessary contract documents to comply with the schedule. Since many long-lead items are identified and purchased during pre-construction, JRM's strategy is based upon sustaining this momentum. Whether materials are purchased directly from a manufacturer or through a subcontractor, JRM tracks the progress of these items from approval through fabrication to delivery and final installation by using our "Material Status Report." This report reflects dates related to the aforementioned process as well as methods of delivery to the job site.

JRM will develop a list of recommended subcontractors to be solicited for bidding, which will be reviewed with the client. Every recommended subcontractor will be pre-qualified based on their past performance with regard to quality of work, experience, ability to meet schedules, manpower, and financial resources and stability. JRM will then prepare an "Invitation to Bid (IB)" that includes architectural and engineering drawings, specifications, construction schedule, building rules and regulations, bid form that includes wage rate-schedule, percent markup on materials and other instructions.

As part of the procurement process JRM develops the general conditions to be included in the bid packages. In addition, they will prepare a set of supplementary conditions which are specific to each trade involved. This identifies the special conditions of the work, the hours of operations, hours of minimal activity due to operational requirements, and identifies means of travel and paths for the movement of construction personnel and material. When the sealed bids are received they are stamped with the time and date, logged and signed by all participants. The logs are distributed with the bids for review at the formal bid opening.

JRM will analyze the bids, meet with the subcontractors to review the bids and negotiate the best price. After meeting with the subcontractors and eliminating any conflicts between trades, JRM will prepare a final analysis and recommendation of the bids for presentation to the project team. JRM will also develop final contracts with the approved subcontractor to ensure that they fully understand and are in compliance with the terms and intent of the contract documents.

JRM will maintain full-time on site representation, with sufficient staff to manage the project. JRM site management will include the following activities:

- Establish lines of authority for on-site project communication
- Ensure that all permits and approvals are received prior to construction
- Work-out conflicts and give early notice to all involved parties of future activities that will impact them
- Seek out and respond to concerns of involved parties on an on-going basis
- Communicate with subcontractors on an on-going basis to ensure compliance with contract documents
- Direct weekly meetings with subcontractors
- Coordinate the activities of all parties to meet the project schedule
- Establish management procedures including reports, contracts, invoicing and disbursements
- Monitor and maintain a critical path management program, bar charts and other necessary detailed schedules
- Attend and provide minutes of weekly progress meetings with the Legends and the project team to assure that all matters are being considered. This is a formal meeting that reviews project schedule, cost, change orders and actions required
- Inspect the work to assure that objectives are being carried out in accordance with the working drawings, specifications, all other contract documents and local laws
- Establish and maintain safety procedures, risk management, OSHA and other programs necessary for the safety of the work
- Establish and maintain procedures for processing shop drawings, material samples, mockups and off-site testing and inspections
- Maintain records covering manpower, work in-progress and field observations
- Establish procedures for processing change orders and scope changes to the work
- Receive all subcontractor, vendor and supplier applications for payment and issue an application for payment to Owner and/or MADGI for approval
- Maintain retention on all subcontractors
- Receive and maintain partial and final Waivers of Lien

Project Development, Design, and Construction - cont.

- Comply with all local codes and ordinances as to methods and means of construction
- Coordinate all testing provided by others, as required by the contract documents and building codes, and maintain an accurate record of all tests and inspections
- Ensure appropriate temporary protection during construction of building components, artwork, computer equipment, etc.
- Anticipate labor issues and work with the construction documents and labor union to minimize them
- Provide close-out documents including guarantees, warranties, as-built drawings, maintenance and procedures manuals for new equipment and sign-offs by authorities having jurisdiction over the project

Legends and JRM have a very strong commitment to site safety. At the onset of the project, a site safety strategy will be developed and implemented and will be an agenda item at each weekly meeting with the subcontractors. All OSHA rules and regulations are adhered to throughout the project. Temporary protection and overall condition of the site (including neatness and cleanliness in both public and construction areas) are designed to ensure public safety.

Site security is evaluated in the beginning of the project and a plan is developed to secure each phase of the project and implemented so as to avoid theft of materials and tools, and vandalism within the building.

JRM's quality control program is a pre-emptive one designed and implemented to ensure not only quality construction, but performance and service. Quality control begins early in the project during the pre-construction phase. It is conducted in the following phases of work: architectural and engineering review, mock-up coordination, shop drawing and sample review, factory & shop visits, site construction observation, final installation assistance punch list & close-out coordination. A designated quality control officer will monitor the work in the field acting as an additional set of eyes. They will oversee the production and installation of millwork, stone, and finishes, such as wall coverings, paints, carpets and special lighting or equipment. The goal of these additional efforts is to maintain our schedule, ensure design conformance and reduce error.

Change orders result from requests for additional work whether as the result of the architect's request, a change in the job condition or a change in the scope of work. If a scope change is requested by Legends, THG or MADGI, they will be analyzed to determine if the change is an addition to the budget or a credit back to the client.

A tracking number is assigned to each change order request. The Estimating Department attaches a dollar value to the change and subcontractors are solicited for prices where applicable. A change order is then prepared and submitted to Legends. Following approval of the estimated amount, a cost compilation on the change order begins.

JRM will establish a shop drawing submittal schedule to guarantee a smooth flow of shop drawings compatible with construction and long lead schedules and will monitor the progress of the shop drawings throughout the approval process by maintaining a log of their status. Drawings may be submitted to all consultants simultaneously to expedite the formal review path if desired.

JRM will review each shop drawing for compliance with design intent, adherence to plans and specifications and for coordination with other trades. Shop drawings are stamped noting review date and applicable specification sections. Comments and coordination are attached to facilitate MADGI's and engineer's review prior to forwarding. When changes are made to shop drawings, they will expedite the subsequent re-submittals to MADGI and/or engineer.

When the project is nearing completion, JRM will coordinate a walk-through with Legends, MADGI and THG to develop a punch list of remaining work that needs to be done to satisfy contract requirements. At the appropriate time, substantial and final completion certifications will be secured by the project team. Final Certification of Occupancy will be obtained prior to issuing final approval and payment.

Upon acceptance of a system, equipment and facilities, all operating manuals, instruction manuals, guarantees and warranties, as required by the contracts, will be obtained by JRM and turned over to Legends.

Retention amounts on all payments will be recommended and agreed to by Legends and JRM. All releases of claims, as required, will be received prior to the release of any approvals and/or payments. JRM will develop a schedule of all punch list work and monitor it so that it is completed in a timely fashion.

The building protection plan addresses the concerns of working in an occupied commercial building. JRM has significant experience completing phased construction projects for many of New York's most prestigious firms. At the pre-construction stage, we will submit the final site-protection plan to the Owner per Legends' approval.

JRM post-construction phase includes the following steps to assure Legends and the Owner a problem-free occupancy. JRM will review all as-built drawings provided by the subcontractors with THG and MADGI prior to issuing them, all warranties, guarantees, instruction information, etc. will be collected and issued to Legends for their future use; JRM will prepare a final cost report for the Project Final Certificate of Payment and other closing items that will be part of our Agreement. This will include final waivers of lien from all the sub-contractors, and would follow general AIA format and generally acceptable accounting principles, and a final review is made by JRM to make sure that all outstanding items in the project are brought to closure.

Business Operations, Sales and Maintenance

Business Operations

The Business Operation, Sales and Maintenance for **ONE WORLD OBSERVATORY** will be lead by Dan Smith, President of Legends Hospitality. Dan is an expert at providing unparalleled Guest experiences in high volume venue environments. In addition to a highly qualified and experienced staff, as described in other parts of this proposal, Dan will rely on several technical systems as outlined below.

Technology Partner – In seeking out the strongest possible technology partners, Legends has engaged in confidential discussions with some of the world's leading information technology companies. Interest has been strong; if we are fortunate enough to be chosen to build and operate this attraction, we intend to engage a technology partner that is second to none. Such a partnership will offer an enhanced dimension to the presentation and operation of ONE WORLD OBSERVATORY.

Ticketing and Point of Sale Systems

Our ticketing and POS systems will be integrated for the entire operation, will be state of the art, and will be capable of satisfying all the most current best practices related to food, beverage, merchandise and attraction ticket sales. At ONE WORLD OBSERVATORY we will offer a variety of different ticket options and opportunities, all with the focus of offering the best Guest experience. While a final selection of the ticketing and POS system has not yet been determined, the system utilized will have the following:

- Highly configurable features for the management, redemption, and tracking of coupons, vouchers, and discounts
- Ability to purchase via web, mobile device, kiosk, or ticket window
- Built-in group and account sales functionality with virtually unlimited accounts
- Full-featured, detailed reporting including financial and performance reports that can be viewed, customized, and exported as needed
- Access to admissions and sales information in real time from any reporting station on the network
- Specific role-based security with individual password protected logins
- Audit capabilities to assist with reconciliation of cash over/short situations

The chosen ticketing system will include a dynamic pricing and sales module giving us the ability to specify different prices based on:

- The specific location of the sale
- For same day sales, the date, time, or day of the week of the sale
- For advance sales, the requested time slot for the ticket
- Specific customized modifiers

The POS system will support mobile POS devices so that we can:

- Increase sales opportunities by offering tickets, food, drinks, merchandise and more, in areas where no point of sale existed previously
- Add a point of sale terminal on the fly, alleviating lines and crowds
- Improve Guest service by bringing sales to the Guest — wherever they are at the moment
- Expedite on-location payment through the use of prepaid tickets, cards and wristbands
- Train operators quickly and easily using a familiar, easily deployed handheld platform
- Expand the total number of sales points with limited investment in equipment and space

The POS will support purchases by our Guests through the web and/or their mobile devices offering them:

- More and faster places and ways to pay, including via credit card, gift card or debit card
- Freedom and flexibility, with the convenience of taking care of transactions in advance
- An opportunity to skip the sales point queuing process and head straight for the action

The POS retail operations module will allow us to:

- Maintain control over inventory
- Create purchase orders
- Find vendor lists
- View complete reporting of our retail operations

The POS Food Service module will allow Legends to:

- Save tickets to a table, split checks, and maintain multiple tickets per table
- Allow Guests to modify menu selections for custom preparation
- Use quick discounting (based on a pass swipe) that applies only to specific items on the check, such as employee discounts and membership programs
- Access central Guest databases, which allows tracking for VIP Guests and their purchases
- Integrate with property management systems, credit and gift card processing

Reporting

For **ONE WORLD OBSERVATORY** we will provide sales reporting similar to reporting provided for other attraction tours we operate. This will include:

- A Summary Sales Report aggregating total sales information (attendance, per-cap, total revenue) by week and month compared to budget and prior year
- A Summary Sales Report breaking out sales by major category (Individual v. Group, Walk-up v. Advance, etc) by day, week, month, and year
- A Detailed Sales Report showing ticket sales information by promotion, detailed ticket type, etc., and aggregated for any period desired (week, month, year, etc.)
- An Advanced Sales report aggregating ticket sales information by promotion, ticket type, etc. for any period desired (week, month, year etc.)
- In addition, there will be an ability to produce reports based on any dimension captured in our ticketing system (time of day, promotion, Guest demographics, etc.)

We have developed a suite of management reports for our Food, Beverage, and Merchandise Business and will provide that comprehensive reporting for ONE WORLD OBSERVATORY.

We will provide monthly and annual financial statements for the ONE WORLD OBSERVATORY business in a form and format acceptable to the Owner; such reporting will include monthly and year-to-date performance, will be compared against budget and prior year, and will include a current full-year projection.

Security and Access

Elevator Maintenance

We expect to work with the Owner and their Elevator Maintenance Contractor with respect to the elevator maintenance program. Based on knowledge of the cost of other such elevator maintenance programs and the information provided in addendum 13, We have conservatively included $1.1 million in the annual expense estimate for the elevator maintenance program.

Construction Schedule

Please refer to Tab 4

ONE WTC OBSERVATION DECK Fitout Costs

ONE WTC OBSERVATION DECK
FITOUT COSTS

		Observation Deck		
Hard Costs		**Budget**	**per GSF**	**Description**
Trade Costs		$0	-	
Foundations		$0	-	
Superstructure		$0	-	
Façade		$0	-	
Roofing		$0	-	
Interior Construction		$7,528,680	62.85	Primarily by JRM and THG
Conveying		$682,647	5.70	Primarily by JRM
Mechanical		$0	-	
Plumbing		$175,000	1.46	Primarily by JRM
Fire Protection		$258,949	2.16	Primarily by JRM
HVAC		$1,278,778	10.67	Primarily by JRM
Electrical		$3,783,066	31.58	Primarily by JRM
Equipment		$172,025	1.44	Primarily by JRM
		$0	-	
Sitework		$0	-	
Special Construction		$0	-	
Other		$191,500	1.60	Primarily by JRM
Total Trade Costs		**$14,070,645**	**117.46**	
General Conditions		$803,899	6.71	Primarily by JRM
Construction Management (CM) Fee		$453,881	3.79	Primarily by JRM
Commercial General Liability (CGL) Insurance		$149,796	1.25	Primarily by JRM
Contractor Controlled Insurance Program (CCIP)		$0	-	By Legends
Subguard		$0	-	
Testing & Inspection		$38,500	0.32	Primarily by JRM
Other		$22,500	0.19	Primarily by JRM
Contingency at 17.5 %		$2,719,364	22.70	
Total Hard Costs		**$18,258,585**	**152.41**	

FF&E		**Budget**	**per GSF**	**Description**
Pre-Opening Expenses		$0	-	
All Other		$1,050,000	8.76	By Legends - Opening Event, Liquor License, Other Costs
Allocated Building Expense		$1,275,827	10.65	As per Owner
Staffing		$2,231,250	18.63	By Legends - key Pre-Opening Staff, schedule available
Show - THG		$13,706,575	114.42	By THG
Lighting Design		$0	-	Included in THG estimate
Kitchen Equipment		$1,152,248	9.62	By Legends, detailed schedule available
Dining FFE		$472,500	3.94	By Legends - Tables, chairs, smallwares
Security		$382,220	3.19	By Legends, per MASASI detailed estimate - 5 stations
Other OSE		$250,000	2.09	By Legends, lockers, radios, etc
Bar		$200,000	1.67	Casework for back bar
Ticketing and POS		$392,000	3.27	By Legends, per Siriusware detailed estimate
Graphics Design		$0	-	Included in THG estiamte
Consultant Reimbursable		$0	-	Included in travel - soft cost
Graphics Material / Installation		$0	-	Included in THG
Exterior Signage		$0	-	Included in THG estimate
Warehousing / Installation		$0	-	Included in equipment costs
Public Space		$0	-	Included in THG and JRM estimates
Equipment		$0	-	Included in items above, below
Other		$150,000	1.25	By JRM
Sales Tax at [x]%		$0	-	Does not apply
Freight at [x]%		$130,000	1.09	Kitchen equipment- other included in line items - FOB WTC
Contingency at 17.5 %		$3,743,709	31.25	
Total FF&E		**$25,136,329**	**209.83**	

Soft Costs		**Budget**	**per GSF**	**Description**
Pre-Construction Services Fee		$75,000	0.63	Various Consultants
Architect		$725,000	6.05	MADGI
Show Design		$2,250,000	18.78	THG
MEP		$300,000	2.50	Edwards & Zuck (E&Z)
Elevator		$12,000	0.10	TBD
Structural		$100,000	0.83	Severud
Interior Design Consultant		$0	-	Included in MADGI estimate
Elevator Consultant		$0	-	Included above
Acoustic Consultant		$30,000	0.25	MADGI
Code Consultant		$25,000	0.21	MADGI
AV/Sound Consultant		$100,000	0.83	MADGI
Security Consultant		$50,000	0.42	MADGI
Network Integrator Consultant		$0	-	W/security estimate
Expeditor		$0	-	W/ code consultant estimate
LEED Program		$79,000	0.66	JRM/MADGI
Permits and Fees		$80,000	0.67	
Commissioning		$0	-	
Owner's General Liability / Property Insurance		$0	-	With Builder's Risk
Builder's Risk Insurance		$335,000	2.80	
Consultant Disbursements		$75,000	0.63	Construction Inspection - bank
Marketing & Advertising		$1,500,000	12.52	Pre-Opening Expense
Legal & Accounting		$500,000	4.17	
Developer Expenses		$240,000	2.00	$8kper month - 30 months
Project Manager		$500,000	4.17	$16.5 per month - 30 months
Development Fees		$3,000,000	25.04	$100k per month - 30 months
Misc. - Consultant Fees		$250,000	2.09	
Misc. - Travel, mostly THG		$1,000,000	8.35	
Soft Cost Contingency at 17.5%		$1,964,550	16.40	
Total Soft Costs		**$13,190,550**	**110.11**	

TOTAL COSTS	**$56,585,463**	**472.35**
Pre-opening	*$6,057,077*	

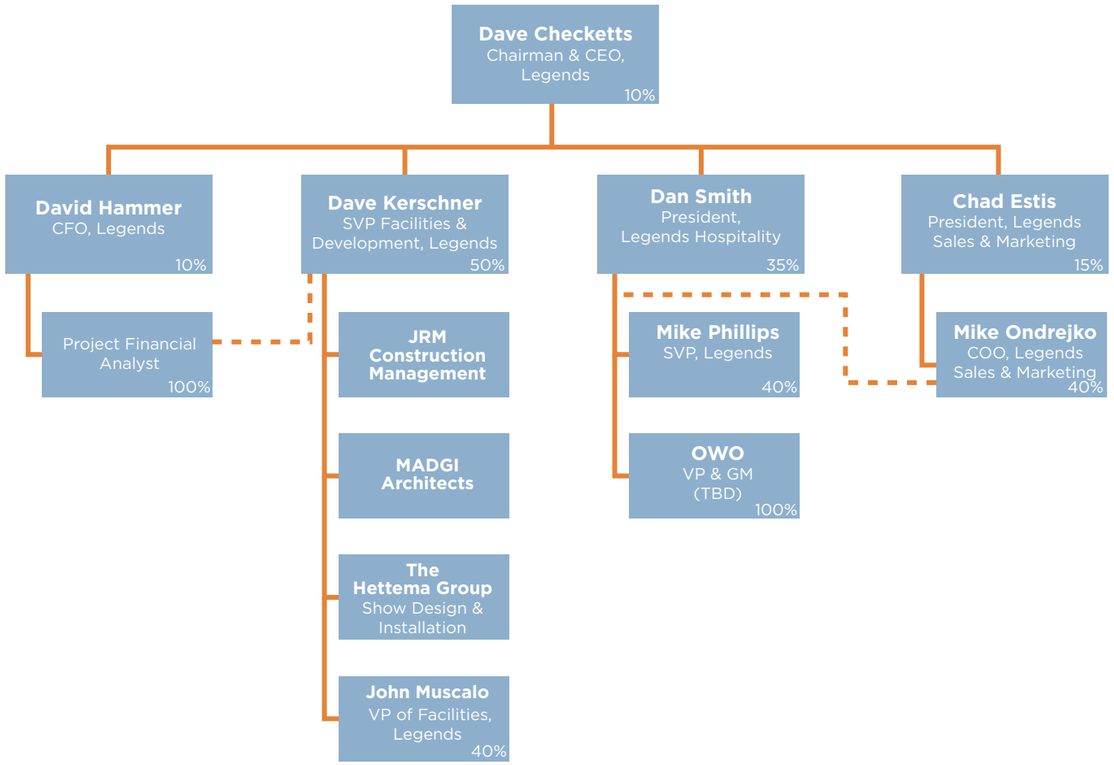
MANAGEMENT PROPOSAL

Management Proposal

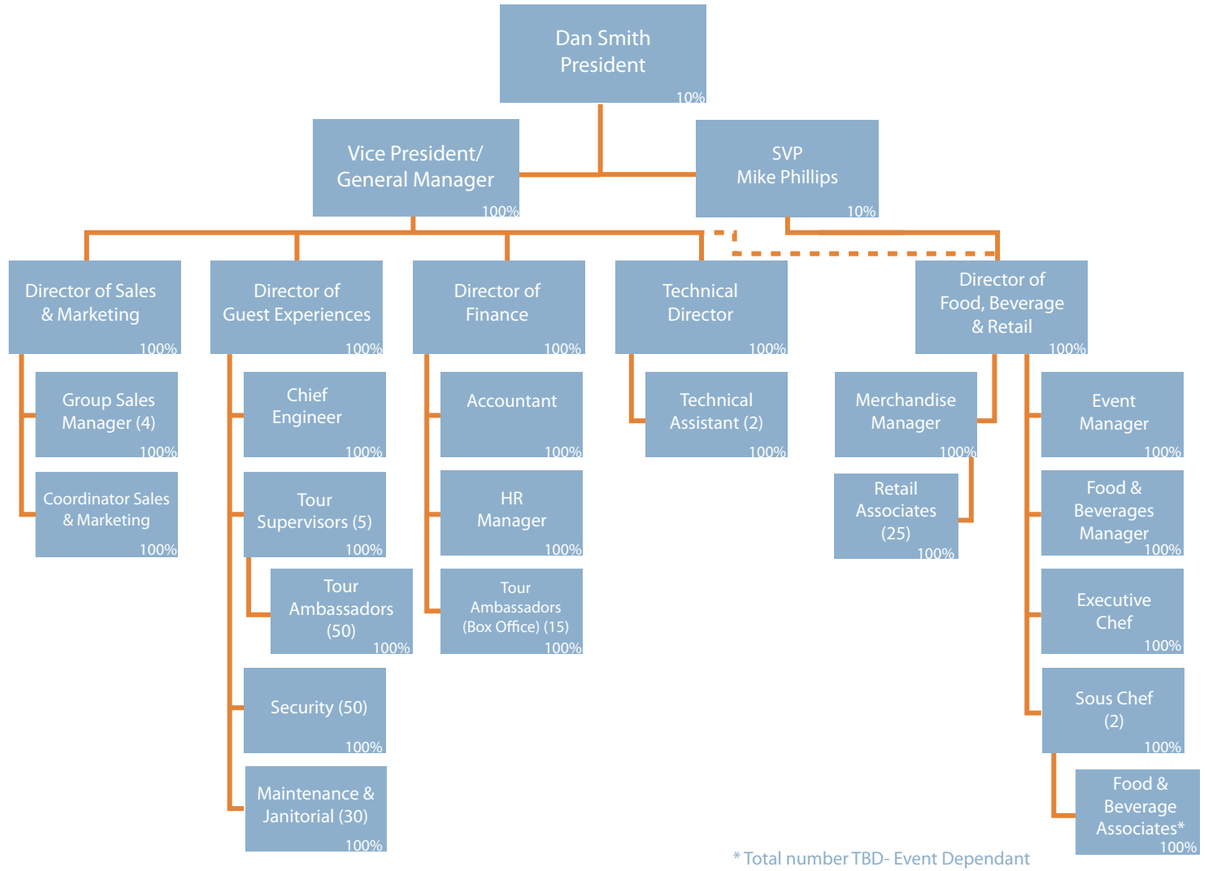
SPECIFIC QUALIFICATIONS AND EXPERIENCE OF PROPOSERS STAFF

LEGENDS

ONE WORLD OBSERVATORY
PRE-OPENING EXECUTIVE MANAGEMENT ORGANIZATION CHART



ONE WORLD OBSERVATORY
POST OPENING ORGANIZATIONAL CHART
OPERATION, SALES, AND MAINTENANCE



*Total number TBD- Event Dependant

Overview

As discussed more completely in our Technical Proposal, we are planning to put in place a dedicated organization to Develop, Design and Construct **ONE WORLD OBSERVATORY**. This organization will be led by a Legends executive, but will be primarily staffed by external designers, architects, engineers, and construction professionals. At the same time, we will immediately put in place an organization for the Operation, Guest Experience, Sales, and Maintenance of the business. After consultation and approval, we propose to immediately hire a VP and General Manager. As mentioned earlier, two potential candidates, both with extensive observation deck executive management experience, have been screened and a recommendation will be given promptly upon acceptance of this proposal. We will leverage existing executive staff and relationships to guarantee the success of this business. Food, Beverage, Merchandise and Special Events will report to Michael Phillips – a seasoned professional currently responsible for all of those operations at Yankee Stadium. Mike Ondrejko, who has a strong record of success, will build the Marketing and Sales programs. Mike's experience ranges from managing individual and group tickets sales for large events, to selling hyper-exclusive premium products. In the long term, the Sales and Marketing function will report to Dan Smith through the business's VP/GM, but Mike and his team will remain available to provide technical assistance and direction.

Training Programs

We are committed to creating winning employee teams—and cheering on star associates as they win points with Guests through exceptional customer service. We have invested in a comprehensive training program for their employees, and have successfully implemented these programs for both the Dallas Cowboys and the New York Yankees. That experience will be used to implement "best of team" training programs for all ONE WORLD OBSERVATORY staff members.

Operating Business Key Staff

Efforts will be directed toward providing the best possible experience for the Guests. The venue's VP/GM and our Tour Ambassadors will be the primary touch points that make the Guest experience extraordinary. Summary job descriptions for those positions are provided below:

The Vice-President/General Manager provides leadership that mirrors the mission and core values of Legends with a focus on 1) Guest experience 2) Trust, Integrity & Fairness, 3) Open Communications, 4) Employee Development & Positive Work Environment, 5) Innovation, Speed & Execution, and 6) Social Responsibility. The VP/GM is responsible for working with Legends management to execute the business plan to meet or exceed annual budget objectives.

- The VP/GM carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities will include interviewing, hiring and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- The VP/GM manages all operational functions of ONE WORLD OBSERVATORY. They will supervise, motivate and develop skills of staff and be responsible for all operations. They will develop and manage the implementation of initial and long range operational plans and ensure compliance with all government regulations and international industry standards.
- The VP/GM incumbent will set up the business of ONE WORLD OBSERVATORY including systems and procedures, staff hiring and training, sub-contractor sourcing and tendering as well the development of operations manuals and strategy development for the future direction and growth of the business.
- The VP/GM ensures that the entire range of management processes is in place to facilitate the achievement of business plans. This includes marketing, sales, operations and maintenance, quality assurance, and Guest satisfaction.

Most importantly, the VP/GM will focus his staff on providing legendary Guest experiences and consistently exceeding Guest expectations.

The Tour Ambassador provides an engaging guest service experience to all ONE WORLD OBSERVATORY guests, promotes One World Trade Center as a Guest destination while ensuring the Guest experience exceeds expectations in every way – every time. This role involves Ticket Sales, Guided Touring, Elevator Operations, Crowd Control and interaction with all ONE WORLD OBSERVATORY Guests. Major responsibilities include:

- Meeting and greeting Guests and responding to all Guests needs
- Adapting tours and hosting activities to individual Guest needs
- Following through to ensure all Guest needs are met and that they feel valued
- Ensuring the delivery of ONE WORLD OBSERVATORY brand, vision, culture, and values to all Guests and colleagues
- Communicating effectively with difficult Guests; providing solutions to problems, keeping them informed regarding the progress of an issue and escalating the problem to management when needed

Every Ambassador Will:

- Complete training programs for ongoing relevance and updates qualifications as necessary, specifically in the areas of Customer Service and Guest Relations, Ticketing, Crowd Control, Guided Touring, Hosting and Lift Operations
- Report problems to management so that they may be resolved
- Have an active understanding of all aspects (landmarks, attractions, Guest activities) of New York City as a Guest destination and proactively promote and impart this knowledge to **ONE WORLD OBSERVATORY** Guests
- Act as an ambassador of the New York City to promote the very best we have to offer as a tourist destination
- Proactively promote ONE WORLD OBSERVATORY and/or its other products and services to increase our brand awareness within New York City and the world
- Maintains a current working knowledge of ONE WORLD OBSERVATORY Policy (including grooming, health & safety regulations, building evacuation procedures & emergency plans, regulations, and innovations affecting ONE WORLD OBSERVATORY operations

Attributes/Knowledge - Mandatory:

- High level of competency in the English language
- Sound verbal and written communication and conflict resolution skills
- Customer service experience
- Retail/Sales and/or Hospitality experience
- Physically fit and be able to be on their feet for extended periods of time

Attributes/Knowledge - Preferred:

- Proficiency in Spanish, Japanese, German, Mandarin, Chinese, Korean, or another language other than English
- Cash handling experience

Quality Control

We are committed to the highest standards in the industry for both customer service and quality Guest experiences; quality is part of everything we do. We have stringent product and guest experience excellence guidelines that are monitored on an ongoing basis.

Food Service

We have implemented stringent product excellence guidelines, which are monitored internally and externally, from raw base ingredients to finished menu items, on an ongoing basis. We follow HACCP compliancy guidelines in operations every day—and our health and safety record speaks for itself. We work closely with the local health agencies to obtain proactive information regarding health processes, in addition to participating in their voluntary food safety audits. All our staff members, from cashiers to cooks to upper management, are and will continue to be trained in Safe Food Preparation and Handling, as determined by state and local authorities. All full-time management and supervisors are certified in Food Preparation Management. Further, a minimum of two certified "Train the Trainer" associates are always on staff, to provide up-to-date and continual training.

Our People

Our professionally trained staff members are fully committed to the Guest-centric service we model, which is driven by excellence. We are proud to feature qualified chefs in every food service outlet. Our chefs are internationally acclaimed, as are our management team members. We spare no expense in acquiring the best of the best for the people who represent our company. The evidence of our commitment to quality resounds in every one of our vehicles of performance feedback.

Guest Feedback

We currently use a series of forums to collect impartial feedback to evaluate our performance, and we will employ the same system at the ONE WORLD OBSERVATORY. These forums include the following:

- Independent Third-Party Surveys
- Independent Consultant Evaluation
- Secret Shopper Reports
- Customer Focus Groups
- iPad Surveys

We retain the services of a private third-party company, Global Strategy Group, to conduct independent surveys at our operations. Through questionnaires, we are provided with specific areas of praise and opportunities for improvement. We also hire independent consultants, such as the California think tank IDEO, to provide insight into current strategy effectiveness and to help further enhance the Guest experience. During this process, We have gained valuable information regarding how best to deliver a quality Guest experience. We have also hired the consumer research polling company Word Doctors to conduct independent surveys of our Guests. We are proud to report that customer service scores are at the highest range of expectation.

Summary Sales And Marketing Plan

ONE WORLD OBSERVATORY will offer a variety of different ticket options and opportunities - all with the focus of offering the best Guest experience. We will offer individuals Guest tickets, group tickets, private tours, VIP Observatory tickets and annual Guest/family memberships. In addition, combination experience tickets and packages with other New York City experiences will be offered e.g. Lunch at Horizons; ONE WORLD OBSERVATORY /Circle Line cruise combo package, ONE WORLD OBSERVATORY /Yankee stadium tour package and association with aggregators like New York City Pass are just a few examples.

Individual Guest Ticket Purchases

Individual Guest tour tickets may be purchased in advance or on the day of a ONE WORLD OBSERVATORY visit, online at the designated website, at the ONE WORLD OBSERVATORY ticket office, from automated ticket kiosks located at One World Trade center, via a smart phone mobile app, or at one of our select marketing partners ticket locations.

The initial plan is to offer two different types of individual ONE WORLD OBSERVATORY tickets; a "designated times" ticket and a "stand by" line ticket. As is expressed throughout this RFP, the intended goal is to offer the very best experience for each Guest, thus the focus will be to encourage Guests to purchase timed tickets in advance online. Special ticket prices and special promotions will be offered for those that purchase ONE WORLD OBSERVATORY tickets online in advance.

Other observation tour ticket prices and features may include but not be limited to:

- Dynamic ticket pricing to further encourage Guests to plan ahead and purchase in advance
- Express pass/Express elevator entry
- VIP Experience**

Marketing Plan: Individuals

Promotional efforts will significantly leverage and multiply marketing spending pre- and post-launch, to announce the ONE WORLD OBSERVATORY experience and brand in order to compete with other New York City attractions. Advertising will include new tourism ads - airport, transport centers, local radio spots and contests, in-hotel room/ concierge publication ads, taxis, subways and bus wraps/billboards, etc. Special events will be held for concierge, tourism industry representatives, and referral sources. Bundling with other attractions is also a necessity e.g., The New York Pass/GoCard, CityPASS, etc. Public relations efforts will generate pre-, and post-opening media visits, outreach into secondary markets and stimulate enormous buzz for the grand opening. The website and its incorporated ticketing and group sales platform will be a key sales driver in the timed-ticketing environment, which will be optimized for mobile device usage.

Individual tour ticket prices*	Advanced	Stand-by
Adult ticket	$24.00	$26.00
Child ticket (6-12)	$16.00	$16.00
Senior ticket (62+)	$20.00	$20.50
Early morning/Early evening	$15-$20.00	$20.00
Fast Pass Premium		$20.00
*All prices exclude sales tax.		
** VIP program and pricing not yet determined		

Annual membership/Family Annual membership tickets:

An annual membership pass will be offered which will allow Guest families the ability to visit ONE WORLD OBSERVATORY unlimited times over the course of the year.

- Single Membership: $100.00 per year
  - Unlimited admission for one adult.
  - 20% discount on all purchases in the See Forever Shop.
  - 10% discount on select food purchases at the See Forever restaurant.
  - 25% discount on guest passes (limit two guests per day).
  - Discounted rental fee for a special event, based on availability
  - Special events and other opportunities (e.g. twilight dining experiences).
- Family Membership: $175.00 per year
  - Unlimited admission for two adults and up to four children plus all above benefits.

Marketing Objectives

- Initiate and maintain awareness of ONE WORLD OBSERVATORY as the first stop/must-see attraction for individual tourists and groups
- Be visible at the time of decision making - most Guests decide to visit the day before or day of their visit to similar attractions

Media Strategies

- Maximize relevance by focusing resources on web and publications with New York City editorial and/or tourist focus
- Use the strongest and most cost effective media within each category to gain the broadest reach
- Focus on social media to create buzz and awareness
- Maximize bundling opportunities

Target Audience

- Leisure Tourists
- Group travel decision makers: tour operators, motor coach operators, teachers

Geography

- New York
- East Coast
- National
- Targeted international (research specific)

Timing/Placement

- Web: website take-overs initial, various: year-round
- Publications: Year-round
- Outdoor (billboard, taxi & bus wraps): Summer/Peak Tourist Season
- Bundle: Year-round
- Radio: standard radio ads promoting ONE WORLD OBSERVATORY
- Social Media: constant presence on Facebook, Twitter and other social media
- Schedule publications around travel/editorial content, planning season, and trade show participation

Marketing: Group Sales

Another strategy to ensure long term demand and revenue maximization will be to establish a group sales program to create a base of annual buyers. Part of the group sales process is targeting a champion within an organization who will coordinate the effort for the organization. The Legends sales team will proactively call the traditional group categories focused on finding internal champions and building relationships with them. The group sales staff will be located in our New Jersey call centers.

Department Objectives

- Generate New Business Opportunities
- Promote interest and maximize ticket sales by:
  - Focusing on the "Group Sales Big Six"
  - Incentivizing customers for renewals, referrals, and repeat business
  - Executing detailed and targeted prospecting efforts
- Ensure that all of our employees exemplify Legends Culture by:
  - Actively participating in comprehensive and ongoing training
  - Imparting a thorough Product Knowledge and legendary Guest service practices
  - Demonstrating accountability and actively participating in regular reporting procedures
  - Are goal oriented and receive incentives and encouragement for exemplary results

How We Reach Prospective Clients

- Direct Guest Interaction
  - Daily outbound cold calls
  - Face-to-face appointments
  - Participation in annual conventions and trade shows
  - Attendance at monthly Event Industry events (ABA, MPI, PCMA, ASAE, HSMAI)
  - Active customer relationship management
  - SID-Code Prospecting
- Creating a Presence
  - Become an asset to the local Visitor's Bureau and Chamber of Commerce
  - Establish joint sales plans with hotels and concierge services, bus and transportation companies, and tourism bureaus
  - Develop relationships with Destination Management Companies (DMC's): Entities that are experienced in the organization and logistics of destination events and are experts at finding the perfect venues and suppliers to suit the vision and travel / transportation needs. These companies often utilize 3rd Party Planners (Experiment, Helms Briscoe, Conference Direct, BI) who we will develop working relationships with as well.
  - Partner with other local attractions and venues to create dual-ticket packages
  - Creating customer events and theme days within the venue to cater to various groups and organizations

Potential Clients and Groups

- Visiting Guest Groups
  - Business Conferences/Conventions
  - Tourism Groups
  - Youth Organizations and Schools
- Local Guest Groups (NYC's "Group Sales Big Six")
  - Corporate/Professional Entities
  - Public Associations
  - Special Interest Groups
  - Faith-Based Organizations
  - Schools and Educational Groups
  - Youth Organizations and Youth Sports

Specialized Tours (with Tour Ambassador)

Several Group Tours will be available in complement to our Audio Tours program. These tours can be tailored to fit the interests and needs of any specific group, providing a truly unique Guest experience.

Some examples may include:

- Educational Tours, based on grade specific State requirements
- Engineering Tours, focusing on the architecture and engineering aspects of the building and its creation
- Sustainability Tours, focusing on the environmental aspects of construction and maintenance of the building

Theme Days

- Corporate/Professional Entities: Business Professionals of America, Young Presidents Organization, IBOC, Marketing Professionals
- Volunteer Organizations: American Red Cross, National Charity League, Young Men's Service League
- Special Interest Groups: Faith-Based Organizations, Environmental Awareness Fair Tour, American Diabetes Association, American Cancer Society
- Youth Organizations and Educational Groups: Girl Scouts, Boy Scouts, Future Farmers of America, Youth Sports, Home School day, DECA, Student Councils, YMCA/YWCA
- Public and Civil Service: Armed Forces, Police/NYPD, Fire/NYFD, MTA Staff/Family/Friends, Teacher Appreciation Day
- Other Themes and Events: Kids Day, Speed Dating, Flash Mob, Low-Income Days, Birthday Parties

Corporate Event Sales

The location of **ONE WORLD OBSERVATORY**, in the heart of the Financial District, makes it a premier space to host Corporate Events at night throughout the year. Our focus will be on making event planners aware of the opportunity, build demand, leverage key dates, and only release a select number of dates to build demand and maximize revenue. We will target major Manhattan corporations and event planners.

The initial strategy will be to make the targeted organizations aware of an opportunity that exists – to place an initial deposit so as to get preference on a waiting list for priority dates. As demand is evaluated, a decision may be made to require companies looking for a premium date to commit to a second date during a slower point in the year. Once a substantial waiting list has been secured, a conversion campaign will begin. Our sales team will begin setting face-to-face meetings with companies to educate them on the experience and secure their commitment. Meeting face-to-face is a crucial initial step in looking to build long-term relationships with this audience.

Once the initial waiting list has been completed, we will continue to cold call on the corporate marketplace. This effort will be evaluated by call volume, appointments set, deals closed, and revenue generated. We will build three tiers of packages based on the type of event the client wants to host. When the top companies look to host a top tier event, their focus is on providing their Guests an unforgettable experience, regardless of the cost. We will work with these clients to help them develop the concepts and find solutions to create a memorable experience that will create a long-term partnership.

Publicity

We will work closely with both the WTC Owners to strategically develop a multi-tiered publicity campaign. The plan will be designed to properly unveil the project in phases enabling it to maintain visibility over a sustained period of time, build significant momentum and awareness leading up to the official opening which will carry throughout ONE WORLD OBSERVATORY's operation.

We will hire an outside, New York-based, PR Agency with deep media contacts and expertise who will assist us in planning and execution, and who will round out what will be a strong publicity team. Most likely, this PR Agency will be retained to help oversee the daily PR needs of ONE WORLD OBSERVATORY going forward helping to build and maintain ongoing publicity efforts through creative, sustainable initiatives.

The preliminary campaign is envisioned as a five-phased plan that will effectively tell the story of ONE WORLD OBSERVATORY and penetrate local, national and international outlets through every medium (print, radio, television, social media and internet).

Phase One: Legends Announcement: formal announcement of Legends being selected as Observation Deck operators.

Phase Two: ONE WORLD OBSERVATORY: SEE FOREVER Press event to unveil ONE WORLD OBSERVATORY name, logo, show concept and design. In addition, We will look to fill in with back stories that will help to complete the picture of the experience as the production phase moves forward.

Phase Three: Previews: guided tours.

Phase Four: Grand Opening - Red carpet extravaganza to commemorate the opening.

Phase Five: Seeing Forever: continued publicity efforts to keep ONE WORLD OBSERVATORY in the news (for example):

- Guest milestones (1,000,000th Guest)
- Celebrity visits
- Annual "Champions" visits (U.S. Open Champions, NYC Marathon winners, etc.)
- The Making Of: Behind the scenes stories on the production of the show experience.

These preliminary initiatives, combined with a comprehensive publicity plan, will become the backbone and one of the main drivers to help gain awareness, build the brand and ultimately sell tickets to what will become one of the most popular destinations in the world.

SPECIFIC QUALIFICATIONS AND EXPERIENCE OF PROPOSER

Legends Hospitality, LLC (Legends) is the single entity proposer and will develop, design, construct, operate and manage **ONE WORLD OBSERVATORY**. For efforts related to this proposal it has engaged The Hettema Group, Inc. (THG) for Concept Design and Development; Montroy, Andersen, DeMarco, LLC (MADGI) for facility design; and JRM Construction, LLC (JRM) for construction planning, estimating, and scheduling; and C&G Partners, LLC (C&G) for logo development and graphics consulting. Should Legends win this proposal, the above named firms will be members of the project team to complete the design and construction of ONE WORLD OBSERVATORY.

Legends Hospitality, LLC (Legends)

Legends was created with one thing in mind: the Guest. In September 2008, the affiliates of the New York Yankees, Dallas Cowboys, and Goldman Sachs Direct formed this business enterprise to serve as a broad provider of business and Guest services to entertainment destinations and attractions. Currently, these offerings include tour development and operation, catering, event planning and execution, merchandise services facility management and design. Operated by a strong management team, we seek to help venue operators offer the best Guest experience and maximize revenue through its business offerings. We provide our partners with innovative ways to create an atmosphere that is unique to their venue. For Guests, it means unparalleled customer service, exceeded expectations and a memorable experience. For venue operators, it means increased attendance, better returns and greater loyalty. Those goals are achieved through a laser-like focus on the experience of our Guest and the quality of the service and merchandise they receive, and a commitment to creating a positive work environment in which staff members are recognized for going the extra mile.

As part of its formation, we were asked to work with both the Yankees and Cowboys management on the development, design, construction, Guest queuing and line flow, technology integration, and theming of the new Yankee and Cowboys stadiums. We currently develop and provide premium food and beverage, general concessions, catering, retail, merchandising, and tour services in the state-of–the-art Yankee and Cowboys stadiums. In less than three years our business has quickly grown to include the management of over 15 entertainment venues across the United States.

As part of our long term growth plan, we launched a sales and marketing division, Legends Sales & Marketing ("LSM") in 2009. LSM's mission is to assist entertainment venues in maximizing their attendance and ticket sales, as well as sponsorship and ancillary revenue. A critical element of the Legends Sales & Marketing model is the strategic implementation of social media, the ongoing integration of new technologies, CRM and database management, and sales and marketing via the Internet. In 2011, we expanded our sales and marketing division with the acquisition of Conventions Sports and Leisure ("CSL") and CSL Marketing Group ("CSLM"). CSL is a leading advisory and planning firm specializing in providing consulting services to the convention, sports, entertainment and Guest experience industries. CSL's services include destination master planning, feasibility studies and industry benchmarking.

In 2012 Legends hired Dave Checketts as its Chairman and CEO. Checketts Partners Investment Fund also purchased a significant ownership interest in Legends. Dave has over 35 years of experience in the entertainment and sports industries, many of which included development and construction of significant new facilities. Projects that were concluded under Dave's leadership include the historic renovation of Radio City Music Hall in New York City; the development, design and construction of the 20,000 seat Rio Tinto Stadium (home of the Real Salt Lake MLS team); and renovation and reopening of the historic Peabody Opera House in St. Louis Missouri – all these projects were larger than the proposed ONE WORLD OBSERVATORY project, and were completed on time and on budget. Under Dave's leadership, We are committed to selectively develop, build and operate entertainment facilities and venues as part of our long term growth strategy.

At Yankee Stadium and Cowboys Stadium, where more than 6 million Guests are served annually, We have helped design two iconic structures, built a first-class food and beverage operation, developed and operate a high volume tour business, marketed and run special events, and priced and sold over one billion dollars of premium seating. Additionally, the San Francisco 49ers new stadium development and the historic Rose Bowl Stadium renovation have selected us to maximize revenue and provide a first-class Guest experience based on our proven model of success. These projects, combined with our unparalleled industry experience, uniquely position us to be able provide an array of services – all with an emphasis on exceeding our Guests expectation.

We bring a wealth of experience doing exactly what is necessary to make ONE WORLD OBSERVATORY project a success. As a New York-based company, we understand the importance of the World Trade Center to the New York City landscape and skyline, and can appreciate the historic nature of this project. Our New York presence is reinforced by our leadership team. That team collectively has been accountable for management, development, marketing and sales at Yankee Stadium and MetLife Stadium, the management of Madison Square Garden, the New York Knicks, New York Rangers, MSG Networks, and Radio City Music Hall (including the famed venue's multi-million dollar renovation) and construction of Discovery Times Square Exposition space. Additional executive team management and development experience includes St. Louis' Scottrade Center and adjacent Peabody Opera House, Salt Lake City's Rio Tinto Stadium, and Disneyland Paris, MGM Studios Tour in Orlando, and a host of other Theme Park projects.

Project	Scope	Contact
Rio Tinto Stadium	Design and Development of this $110mm Facility	Gary Reimer, CFO – Real Salt Lake (801) 727-2711 greimer@realsaltlake.com
Peabody Opera House	Design and Renovation of Peabody Opera House	Mike McCarthy, CEO Scottrade Center and Peabody Opera House (314) 622-2503 mmccarthy@stlblues.com
Disney Imagineering Projects	Financial Control of $500mm annual portfolio of projects	Andy Mandel, former CFO – Walt Disney Imagineering (818) 737-2659 amandell@valleycrest.com
Radio City Renovation	Executive Management of Renovation	Dave Checketts, former CEO-MSG (212) 490-1407 dwchecketts@legendshm.com
Yankee Stadium Operations	Management of all food and beverage related services	Randy Levine – President NY Yankees (718) 579-4408 RLevine@akingump.com
Cowboy Stadium Operations	Management of all food and beverage related services and the stadium tour business	Stephen Jones – COO Dallas Cowboys (972) 556-9950 sjones@dallascowboys.net

The Hettema Group Inc.

In a career that spans 30 years including over a decade as Sr. VP of Creative for Universal Studios, Phil Hettema has overseen the design and production of leisure destinations, live shows, global events, and themed attractions that have been experienced live by millions of people around the world. He has achieved recognition for projects ranging from museums to theme parks that combine creative design with innovative technology to tell compelling stories that entertain and inspire. THG's signature brand of authentic, engaging design results in award-winning master plans, immersive environments, shows, exhibitions and attractions that focus on outstanding Guests experiences. Phil and his dedicated team of talented professionals push the limits of what is possible, to create places where imagination comes to life and to tell stories that you can touch.

In 2002, Phil founded The Hettema Group, where he has assembled a team of top tier design professionals in the world of experiential entertainment for Guest centers, resort destination developments, museums and theme parks. Highly experienced in world-class projects from concept through production, THG provides innovative and original solutions to all of its design work. THG's team consists of designers, writers, architects, illustrators, engineers, project managers, and producers. The Hettema Group provides full design and production services including program development, concept development, detailed design, project management, production and on-site installation supervision.

Project	Scope	Contact
Beyond All Boundaries (Immersive presentation at the National WWII Museum)	Design through production and installation	Dr. Gordon "Nick" Mueller President and CEO of the National WWII Museum (504) 527-6012 Phone (504) 527-6088 Fax nick.mueller@nationalww2museum.org
Expo 2012 – Yeosu Korea, USA Pavilion	Design through production and installation	Philippe Cousteau – Co-founder and President Andrew Snowhite - CEO Earth Echo International (202) 349-9828 Phone (202) 355-1399 Fax info@earthecho.org
Museum of Science and Industry – Exploration Mars Exhibit	Design, schematic design and design development	Kurt Haunfelner Vice President, Exhibits and Collections Museum of Science and Industry Chicago, IL (773) 684-9844 x2324 (773) 368-9721 Fax (773) 368-9721 cell Kurt.haunfelner@msichicago.org

Montroy Andersen DeMarco (MADGI)

Montroy Andersen DeMarco (MADGI) is an architectural and interior design firm headed by three recognized industry leaders with over 20 years of experience. Founded in New York City in 2005, MADGI offers a contemporary philosophy while offering award winning design. The firm or its principals have completed several high-profile projects in Manhattan including the renovation and restoration of a major food and beverage venue near the top of Rockefeller Center and The Top of the Rock; the New York City Rock & Roll Hall of Fame Annex and the Discovery Times Square Exposition space: Manhattan's first large scale exhibition hall. The firm consists of architects, designers, project managers and support. MADGI's staff also consists of four licensed registered architects who are members of the American Institute of Architecture and several LEED AP, BD+C certified designers and project managers. MADGI and its principals are members of the U.S. Green Building Council, the Real Estate Board of New York, the National Association of Real Estate and the National Fire Protection Association. Daniel Montroy, AIA of Montroy DeMarco, LLP will serve as Architect of Record for work performed by Montroy Andersen DeMarco on this project.

Project	Scope	Contact
Top of the Rock & 65th Floor at Rockefeller Center	Responsible for the planning and code compliance to operational and event design management. Including increasing the base egress capacity by over 75 percent through a phased egress plan. With all this, the real challenge of the project was the retrofit, upgrade and new installation of elevators in (2) banks to allow for higher capacity and roof top access.	Orrin Main Tishman Speyer Properties (212) 902-8931 Phone (212) 256-4656 Fax omain@tishmanspeyer.com
New York City Rock & Roll Hall of Fame Annex – Soho, NY	Provided project management and architectural services for the 25,000-square-foot Rock & Roll Hall of Fame Annex in Soho's historic Cast Iron District.	Jim Arnemann – Director TSX Operating Company, LLC (646) 619-8900 Phone (646) 368-6750 Fax jimarnemann@tsxnyc.com
Discovery Times Square Exhibition at the former New York Times Building	This 60,000 square-foot, multi-level space at the former New York Times Building contains two major exhibit halls, learning centers, a special event space, a retail shop and a café.	Jim Arnemann – Director TSX Operating Company, LLC (646) 619-8900 Phone (646) 368-6750 Fax Ijimarnemann@tsxnyc.com

JRM Construction Management, LLC

Founded in 2007 by its Managing Principals, David G. McWilliams, Joseph Romano and Jim Connolly Romano, collectively have 80+ years in the Construction Industry. JRM has steadily grown as a leader in the Construction Management / General Contracting Industry. Our Founding Partners are well known in the industry for their professionalism, construction expertise and integrity.

JRM Construction Management is a full-service Construction Management/General Contracting firm with its headquarter's offices in Manhattan. JRM offers a vast range of services to a wealth of clients in many industries inclusive of Corporate Interiors (Law Firms, Financial Service Firms, Communications/Media Firms), Retail, Educational, Hospitality, and Theaters, as well as infrastructure upgrades/new installations. Our in-house professionals are comprised of a group of hand-selected Construction Professionals that have each progressed through varying levels of the construction business providing our clients with a rare "hands on" depth of construction knowledge. Our team of professionals (and Principals) have achieved their status in the industry by earning it through hard work, honesty and the ability to complete even the most challenging projects while achieving and/or exceeding our clients goals at all times. We understand and maintain a sense of urgency from the minute we are awarded an assignment.

Our development and success has been attributed to not only the depth and savvy of our Founding Partners, it is also due to the strict adherence and implementation of our Company's Philosophy which embraces four precepts: Personal attention (beginning with the Principal in Charge through the laborers on site), technical /cutting edge competency, budgetary discipline and the highest levels of quality construction.

A few of our JRM's noteworthy assignments include:

Project	Scope	Contact
Discovery Times Square Exhibition at the former New York Times Building	60,000 SF Interior Fit Out – Exhibition Space inclusive of the installation of a Grand Staircase (and 3 additional interconnecting stairways), Box Office Selling Areas, new elevator and 2 new escalators as well as new infrastructure.	Mr. David Kerschner SVP Facilities - Legends (212) 490-1414 Phone Dkerschner@lgendshm.com
National Dance Institute Center for Learning & The Arts 217 West 147th Street New York, NY	Construction of a new facility for National Dance Institute consisting of offices, dance studios/performance space along with ancillary spaces located in the ground floor and cellar of the PS-90 condominium building.	Ms. Kathy Landau Executive Director NDI (212) 226-0083 Phone Klandau@nationaldance.org.
TopShop TopMan Flagship Store 830 N. Michigan Avenue Chicago, IL	Interior Fit Out of Flagship Store (UK Retailer) – 3 selling floors totaling 48,000 SF – Installation of 3-story Storefront Glass 45' in height. High end finishes, extensive structural steel to accommodate moving 3 escalators 20' to allow more selling area. Feature elements included a floating ceiling. The lighting design was cutting edge / streamline with the use of LED's throughout.	MMr. Paul Taylor Executive Director, UK Paul.taylor@arcadiagroup.co.uk Mr. Stephen Wood Director Gardiner & Theobald, Inc. (212) 661-6624 Phone S.wood@gardinerusa.com
Nokia Theater 1511 Broadway New York, NY	Interior Fit out of 50,000 SF 2,100 Seat Theater - Auditorium with state-of-the-art lighting and sound systems, the installation of all new MEPS, two VIP Mezzanines with lounge seating and VIP Lounges	Mr. Blake Henry General Manager (212) 930-1950 Phone

MANAGEMENT PROPOSAL

SPECIFIC QUALIFICATIONS AND EXPERIENCE OF PROPOSERS STAFF

We will employ two teams reporting to common management to execute the work necessary to bring forth the vision for ONE WORLD OBSERVATORY to fruition. One team, devoted to Development, Design, and Construction, will be lead by Dave Kerschner. A second team, devoted to Operation, Sales, and Maintenance will be lead by Dan Smith. The attached organizational charts show the Pre-Opening Organization (including the team devoted to Development, Design, and Construction) and the Post-Opening Organization. The following key Legends executives who appear on the organizational charts at the beginning of this section will have shared responsibility for this project:

David W. Checketts – Chairman and CEO

David W. Checketts is the Chairman and CEO of Legends. He is one of the most seasoned and well known sports, media and entertainment executives in the industry with a heralded career that has spanned over four decades. Previously, David founded SCP Worldwide in 2006. Under his direction and leadership, SCP has owned and operated an impressive stable of assets including: the St. Louis Blues, Scottrade Center, Peabody Opera House, the 2009 Major League Soccer (MLS) champions Real Salt Lake, Rio Tinto Stadium and ESPN 700 Sports talk radio. David oversaw the development, construction, and opening of facilities such as Rio Tinto Stadium (home of Real Salt Lake), the renovated Peabody Opera House in St. Louis, and the renovated Radio City Music Hall in New York City.

David created his sports media company after a successful ten-year career at Madison Square Garden (MSG). As President and Chief Executive Officer for seven years, David oversaw all operations of "The World's Most Famous Arena" and its three sports franchises: the New York Knickerbockers of the NBA, the New York Rangers of the NHL, and the New York Liberty of the WNBA – along with the award winning MSG Network and FOX Sports Network. He was also responsible for the acquisition and restoration of New York's historic Radio City Music Hall. Under his leadership, MSG was named "Arena of the Year" for six straight years. Prior to joining the Knicks, David spent one year as General Manager of NBA International, working with NBA Commissioner David Stern on building a presence for the league in broadcasting and licensing around the world. In 1983, he was named President and General Manager of the Utah Jazz. At 28 years old, he became the youngest chief executive in the history of the NBA. During his six-year tenure, the team captured two Midwest Division titles and enjoyed a multi-million dollar economic turnaround. David serves on the Board of Directors of Republic Mortgage and JetBlue Airways, where he serves as the Chairman, Compensation Committee. He is also the founder and Managing Partner of the Checketts Partners Investment Fund (CPIF), one of the equity participants in Legends.

Legends One World Observatory Leadership Team

Name	Position	Position Held Since	Industry Experience
David W.Checketts	Chairman, Chief Executive Officer	2011	35
Dan Smith	President, Chief Operating Officer	2008	33
Chad Estis	President, Legends Premium Sales	2010	17
Dave Kerschner	SVP Facilities and Business Development	2012	33
David Hammer	Chief Financial Officer	2010	16
Mike Ondrejko	COO, Legends Premium Sales	2011	14
Michael Philips	SVP, Yankee Stadium	2008	26
Jon Muscalo	VP, Facilities	2008	30
Michael Bekolay	VP, Cowboys Stadium	2010	25
Eric Gelfand	SVP, Communications	2012	20
Marty Greenspun	Chief Customer Officer	2008	21

Dan Smith – President and CEO

Dan Smith, President of Legends Hospitality, has more than 30 years of first hand Guest and hospitality industry experience having been involved in the opening and operation of over 50 entertainment venues across the United States. Under Dan's leadership, we have set a new industry standard for customer service, creative thinking and quality product offerings. His unique approach and true "partnership" vision has resulted in record setting per cap revenues for the venues we manage. Dan holds an MBA in Corporate Strategic Planning from Pace University, and a Bachelor of Science Degree in Accounting from St. Francis College.

Chad Estis, President – Legends Sales & Marketing

As President of Legends Sales & Marketing, Chad Estis is responsible for sales strategy and client development for the Legends Marketing division. Under his role as President, Chad successfully created and implemented the highest-grossing and most-visited stadium tour business in all of professional sports at the Cowboys Stadium. Critical components to the success of the Cowboys stadium tour was the successful launch of the first and only self-guided tour of a facility in all of sports. In addition, as part of Chad's tour strategy, he implemented unique sales and marketing strategies, an outbound travel and tourism call center, catering packages, and event planning into the highly successful tour operation.

Dave Kerschner, Senior VP of Facilities and Business Development

In his role of SVP Facilities and Business Development, Dave is responsible for Legends new projects and business development efforts involving new facilities. Dave recently joined Legends and has over 30 years experience in all aspects of Project Development, Construction and Management in the entertainment industry. Most recently Dave has been responsible for the Development, Design, and Construction of the $110 million Rio Tinto Stadium in Salt Lake City and the $76 million Renovation of the Peabody Opera House in St. Louis. Dave was also responsible for the $8 million construction of Discovery TSX in Times Square. For seven years Dave was with Walt Disney Imagineering in the Project Finance and Program Management Group. While with Disney he was a member of the management team responsible for the development and construction of MGM Studio Tour Theme Park, Disneyland Paris, and a host of other attractions at Disney Theme Parks throughout the world. In addition, Dave spent 12 years as CFO and COO of Radio City/MSG Entertainment in New York; during such time Dave had executive management responsibility for all aspects of the Radio City Music Hall Grand Tour and the retail store. Dave holds a BSME, an MBA and is a Licensed Professional Engineer.

David Hammer – Chief Financial Officer

David Hammer has recently joined Legends Hospitality as the Chief Financial Officer. He brings to Legends more than 15 years of food and beverage, and consumer products experience. Prior to joining Legends, David spent almost ten years with PepsiCo in a number of finance leadership roles in the North American beverage business, including Chief Financial Officer for the Foodservice Division, Vice President of Strategy and Business Development, and Vice President of Financial Planning and Analysis. Before joining PepsiCo, David spent three years in Field Finance of the Pepsi Bottling Group in Boston, Massachusetts. In addition to working within the Pepsi system, David led strategic planning for the Derby Cycle Corporation, the world's largest branded bicycle company, and he served as a consultant with Mercer Management Consulting. He is a graduate of the Wharton School of the University of Pennsylvania.

Mike Ondrejko, Legends COO of Premium Sales

Mike Ondrejko is responsible for developing new platforms to employ Legends sales strategy to help properties, facilities, and franchises maximize their value though training, process development, and sales execution. Mike recently joined Legends after serving as the SVP of Corporate Hospitality for Madison Square Garden. In this role he was responsible for driving over $450 million in Suite Commitments in selling the newly created inventory to help fund MSG's ongoing renovation. Prior to joining MSG, Mike worked for the Cleveland Cavaliers, most recently as their Vice President of Ticket Sales and Service. During his 7 year tenure, the Cavaliers organization built and sold-out three new premium seating clubs and experienced a 320 percent growth in revenue. Prior to joining the Cavaliers, Mike was involved in developing and selling corporate marketing and hospitality for Palace Sports & Entertainment and ISP. Mike is a 1998 graduate from LeMoyne College.

Michael Phillips – Senior Vice President

Michael Phillips brings more than 25 years of experience to Legends. He has been an important player in the Guest service business for major sporting events, including the World Series, All Star Games, NBA Playoffs, NCAA Regionals, and NFL Playoffs. Michael was previously involved in the direction of Sportservice as Regional Vice President, and also served as Chairman of the California Business Council for Delaware North's lodging, airport and sports divisions. During that time, he handled accounts for the San Diego Padres, the Los Angeles Dodgers retail operations, and the Texas Rangers. Michael formed and served as President of Excel Foodservices Company and has worked in every region of the United States. Additionally, as an independent consultant, Michael worked with the state of Maine, the Maryland National Park and Planning Commission, and Stanford University developing operational plans and financial goals for retail and dining operations. Michael holds a Master's Degree in Business Administration in Accounting Curriculum from Keller Graduate School and a Bachelor of Arts Degree in Business Administration from Baker University.

Jon Muscalo, Vice President – Facilities

Jon Muscalo has been involved in the management of foodservice functions for sports and other facilities since 1968. He has over 30 years of experience with facilities design and capital purchasing success across food and restaurant operations. Jon has designed and administered the construction efforts of several MLB and NFL stadiums, NHL and NBA arenas, major convention centers, and more than 25 minor league ballparks. Most recently, Jon administered the foodservice design and oversaw the construction for the new Yankee Stadium. Before becoming a Vice President of Legends Hospitality, Jon held the role of Vice President of Facility Design and Capital Purchasing for Centerplate, beginning in 1991. There, he managed the equipment division and directed the design of all foodservice facilities, including the specification of foodservice equipment, small wares, point-of-sale equipment, infrastructure design, and the selection of architects, designers and general contractors. Previously, Jon managed foodservice functions for four movie theater circuits, the sports facilities of nine major universities, and two 20,000-seat amphitheaters. He has also held foodservice management positions throughout the United States and the Caribbean. Jon has been responsible for much of our efforts at Yankee Stadium and Cowboys Stadium openings and the project references sited are familiar with this work.

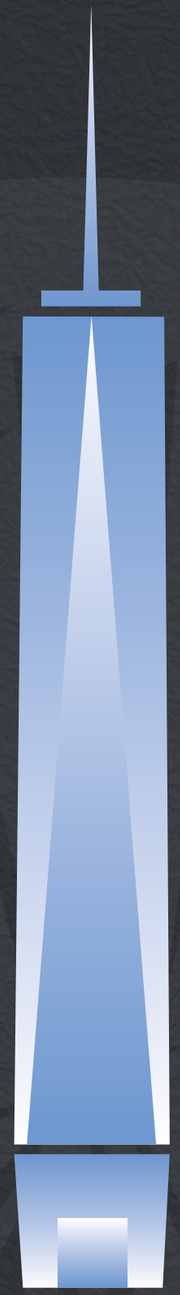
Additional Executive Support

In addition to those included above, other key Legends executives will lend support to this project. Among them is Marty Greenspun, Legends Chief Customer Officer. Marty is a 22-year veteran of professional sports operations and management. His focus with Legends is on the Guest experience, customer feedback and customer retention and research. Marty draws on his extensive experience as a former CFO for the Yankees and COO of the Los Angeles Dodgers where he was responsible for all aspects of the Dodgers' business operations. Marty was integrally involved in the opening of the new Yankee Stadium and management of its tour.

Two other key resources are, Michael Bekolay, who is responsible for the company's business at Cowboys Stadium including the stadium tour and Eric Gelfand, who is responsible for all of the company's communications, publicity and promotions.

Finally, we have identified two very strong candidates for the position of Vice President and General Manager of ONE WORLD OBSERVATORY; both with substantial executive management experience in other well know observation decks. In consultation with the Owner, and with approval, we are prepared to immediately hire one of these candidates, and will continue to add to our operating staff between now and opening day in 2014.

As you can see, our management team is comprised of key personnel who have had hands-on involvement with the development and operation of some of the largest tour operations and entertainment attractions across the United States, including Yankee Stadium, Cowboys Stadium, Walt Disney World, and other high traffic tourist destinations. We are very confident in our ability to deliver a world-class project on budget and on time, operate the business in a manner that will always exceed our Guests' expectations, provide a strong return to its owners, and make us all proud to call **ONE WORLD OBSERVATORY** our own.



ONE WORLD OBSERVATORY

SEE FOREVER

LEGENDS

Hospitality, LLC

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LEGENDS
Hospitality, LLC

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ONE WORLD OBSERVATORY *SEE FOREVER*

ONE WORLD OBSERVATORY Creative Presentation
An Expanded Presentation of the Proposed Observatory Experience

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PHOTO: ©2005 SOM

Photo: SOM / dbox studio

Introduction

An Icon

For New Yorkers and people around the globe, **One World Trade Center** will be much more than a beautiful new skyscraper in Lower Manhattan. It will stand as a beacon of hope—a monumental icon of renewal and rebirth, and an enduring testament to the resilience of the human spirit.

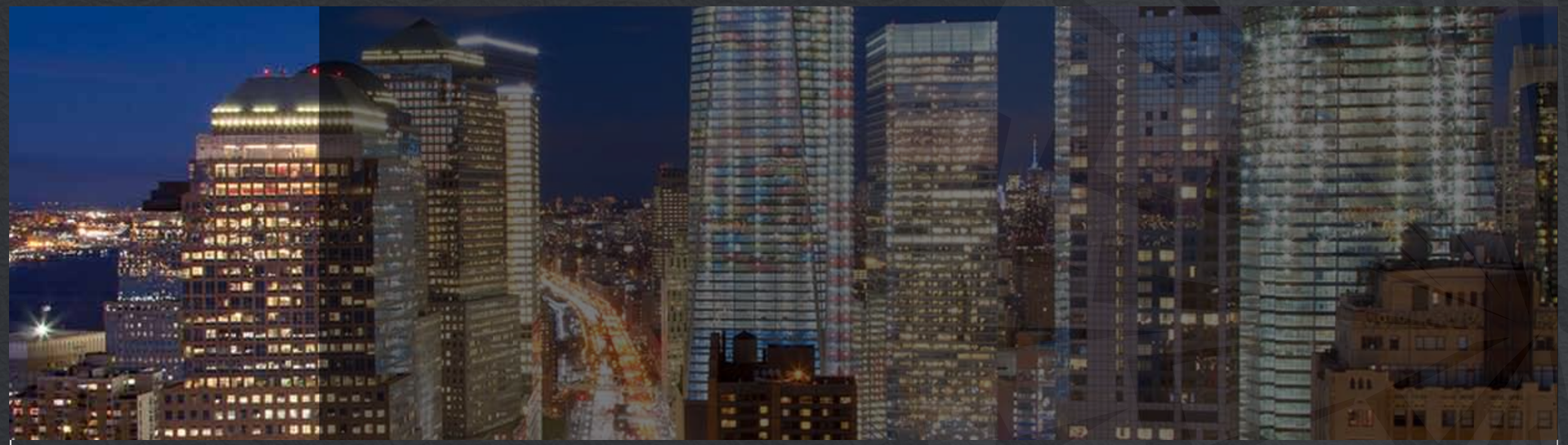
Ascending skyward to a symbolic height of 1,776 feet, this architectural marvel will restore the World Trade Center's original distinction as America's tallest building, while also reinventing the New York City skyline for the 21st century. It will reassert New York City's role as a hub of international trade and tourism, while attracting diverse new enterprises to Manhattan's Financial District. And it will pay homage to America's long tradition of skyscraper construction, while setting new standards for sustainability, security, and life-safety.

An Opportunity

Near the top of this rising phoenix, a three-story observatory will restore another famed aspect of the original World Trade Center towers—their phenomenal views. Guests to One World Trade Center will ascend to the 100th, 101st, and 102nd levels of the building for an eagle's-eye perspective of New York City and its surroundings. With nearly the entire island of Manhattan to the north, Brooklyn to the east, the Port of New York and New Jersey to the west, and Ellis Island and the Statue of Liberty to the south, this will be the place to enjoy "the biggest" view of the city. However, the observation deck can serve an even greater purpose.

A Vision

Our proposal outlines a concept for a state-of-the-art Guest experience that will elevate the One World Trade Center observation deck from a spectacular sightseeing opportunity to an inspirational personal journey. At ONE WORLD OBSERVATORY, a series of cutting-edge multimedia presentations and exhibits will immerse Guests in an uplifting tribute to the new World Trade Center as a global nexus of 21st-century commerce, culture, and community—set in the heart of the most dynamic international city in the world. While the adjacent 9/11 Memorial and Museum will honor the individuals who lost their lives on one of the darkest days in U.S. history, ONE WORLD OBSERVATORY will respectfully look ahead, reflecting a new era of hope and optimism for the future.



GUEST EXPERIENCE

Concept Overview

Guests to **ONE WORLD OBSERVATORY** will progress through a series of experiential thresholds, transporting them on a journey into the story of this iconic building and city. Along the way, Guests will feel an emotional sense of "rising up", as they become an integral part of that story and then physically ascend more than 1250 feet to the one and only place to "see all of New York." Highlights of the Guest journey include:

Queue Experience – Dynamic multimedia elements and elegant displays turn the Queue into an engaging, three-part experience that: 1) welcomes Guests to this international crossroads, 2) introduces them to the remarkable diversity of people who made One World Trade Center a reality, and 3) emphasizes the solid foundations upon which the building was constructed.

Elevator Experience – Immersive media surfaces transform the elevator ride to the Observatory into a stunning, time-lapse ascent through time to witness the evolution of the World Trade Center site and the surrounding city—from the ancient bedrock that made New York's skyscrapers possible to the triumphant completion of One World Trade Center in 2013.

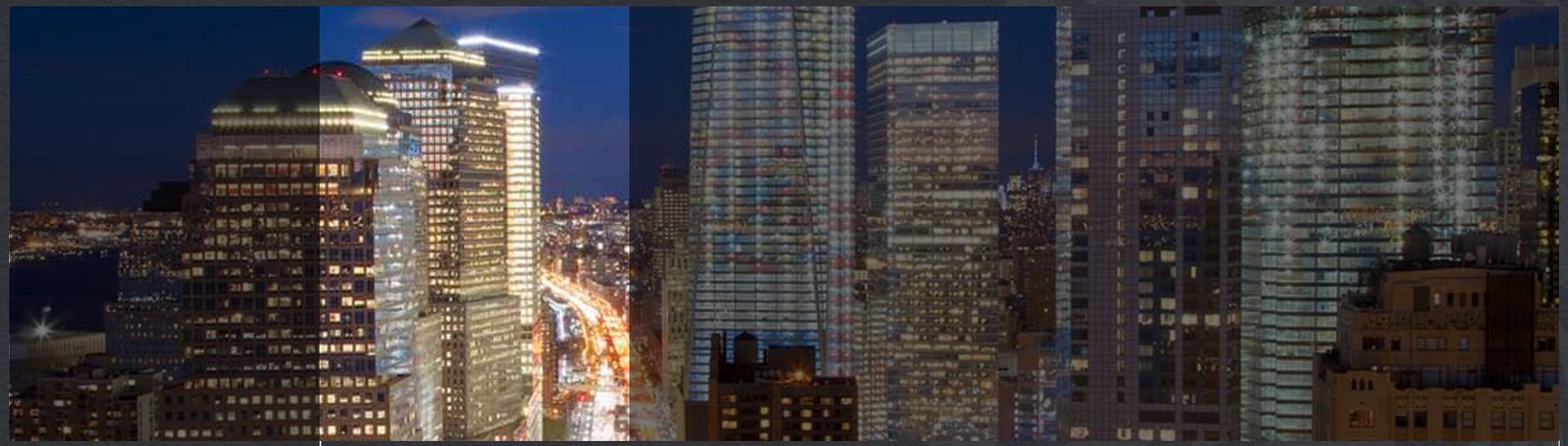
"See Forever" Theater – In an intimate theater on level 102, this brief sensory, multimedia experience culminates in the high point of the Observatory experience... the first reveal each Guest will have of the breathtaking view from the observatory. Celebrating New York City as the most global city in the world, the presentation uses state of the art projection mapping and data streaming technology to highlight not only the diversity of the region, but the diversity and world culture of the Guests visiting ONE WORLD OBSERVATORY.

View & Interpretation – The excitement and anticipation will culminate in an awe-inspiring observatory experience, featuring jaw-dropping views of the eternal skyline of New York City, along with a real-time "status center" where digital heads-up displays and a team of friendly tour ambassadors help interpret the sights Guests observe all around them.

Technology Partner – In seeking out the strongest possible technology partners, Legends has engaged in confidential discussions with some of the world's leading information technology companies. Interest has been strong; if we are is fortunate enough to be chosen to build and operate this attraction, we intend to engage a technology partner that is second to none. Such a partnership will offer an enhanced presence to the presentation and operation of ONE WORLD OBSERVATORY.

In addition to these key features, ONE WORLD OBSERVATORY will offer the best in Guest amenities, from Horizons Café, a sky-high gourmet café, to Apogee cocktail lounge, and Skyline Bistro, a casual dining and quick serve dining experience to multiple retail venues and beautiful event spaces. Even the elevator descent back to the ground level will be a magical experience in its own right!

At the end of their journey, Guests will return to where they started—the plaza at One World Trade Center. But, as they glance back up at the building, and at the city and people around them, their perspective will have changed. They'll be energized with a new sense of hope for the future and a deeper understanding that they too are a part of this special site, this great city, and our interconnected world.



EXPERIENCE PLAN

A Preview of the Visitor Journey

Before You Arrive

For a significant portion of Guests, the **ONE WORLD OBSERVATORY** experience will begin with a visit to the ONE WORLD OBSERVATORY website. There, you can find information about the journey that awaits you, including hours of operation, directions to One World Trade Center and an introduction to the Guest experience.

The website also allows you to purchase tickets in advance of your arrival at the site. Several ticket options will be available on our website including a timed ticket and a standby ticket. A timed ticket will help alleviate excessive queue waits and minimize Guest traffic congestion inside the building. By purchasing a timed ticket, you can select the day of your visit and the time (within 15-minute increments), along with the number of people in your party. A standby ticket option and a combination observation deck and dining prix fixe ticket option will also be available for purchase.

If you arrive at the site without having purchased tickets in advance, you have the opportunity to purchase tickets at one of our automated ticket kiosks located on the plaza or at staffed ticket windows in the Welcome Lobby on the ground level of the building inside the West Entrance. Again, you will have the option of purchasing a variety of ticket options including both a timed ticket and a standby ticket.

Guests who are short on time, or who have already enjoyed the full ONE WORLD OBSERVATORY experience in the past, can pay an additional fee to obtain an Express ticket. This ticketing option allows you to bypass ONE WORLD OBSERVATORY's queue and pre-show experiences and proceed directly to the elevators, also known as the SkyPods.

Welcome Lobby

Your visit to ONE WORLD OBSERVATORY begins in the Welcome Lobby on the ground level of One World Trade Center. This bright, voluminous space sets the tone for your entire journey, as it welcomes Guests from near and far into one of the most anticipated skyscrapers in the world.

Inside the lobby, polished marble walls and a granite floor evoke a sense of strength and permanence, while natural wooden accents and "day lighting" create a warm and inviting ambience. At the same time, a sophisticated air-quality monitoring system ensures that the lobby and every other part of the building are always filled with refreshing, healthy, clean air. These design elements and features add up to a space that feels good to be in—a place filled with an atmosphere of optimism and renewal.

If you haven't purchased your ticket already, you can do so at a bank of ticket windows in the lobby. You then proceed down an escalator to the entry to ONE WORLD OBSERVATORY located on the basement level to begin your journey.

Entry to ONE WORLD OBSERVATORY

Entry to ONE WORLD OBSERVATORY (Basement Level Concourse)

Upon arriving at the basement level, you enter a concourse leading to the entry portal to ONE WORLD OBSERVATORY. Adorning the wall to your left on the concourse are three carefully selected quotations that offer a thought-provoking introduction to the building and what it symbolizes for America and the world. Some preliminary possibilities:

"World trade means world peace and consequently the World Trade Center buildings in New York City. . . had a bigger purpose than just to provide room for tenants."

—Minuro Yamasaki, Chief Architect of the original World Trade Center, 1973

"It will be an international icon—an inspiring reminder that freedom is not the product of America's strength, it is the source of it—we are not free because we are strong, we are strong because we are free."

—New York Governor George E. Pataki, 2006

"It's the eighth wonder of the world. It's a statement of fortitude and determination and the absolute best of mankind."

—Steve Plate, Director of World Trade Center of Construction, 2012

Together, the three quotations speak to the intent of the original Twin Towers, as well as to the role of One World Trade Center in helping carry their legacy forward into the future.

Entry Gateway

At the end of the concourse, an attractive gateway marks the official entrance to ONE WORLD OBSERVATORY. The gateway consists of a ticket check followed by a security screening. Multiple screening stations, attentive security personnel, and friendly digital signage make this necessary step in your journey as quick and smooth as possible.

ONE WORLD OBSERVATORY
SEE FOREVER

Queue Experience

Here in the queue, the glass pieces reflect your image and those of Guests around you—creating a mosaic of faces representing different genders, ages, and ethnicity.

Queue Part One: Welcome Center

After passing the security screening, you enter the queue for **ONE WORLD OBSERVATORY**. You hardly notice that you're waiting in line; because this queue is designed to keep you engaged and entertained the entire way.

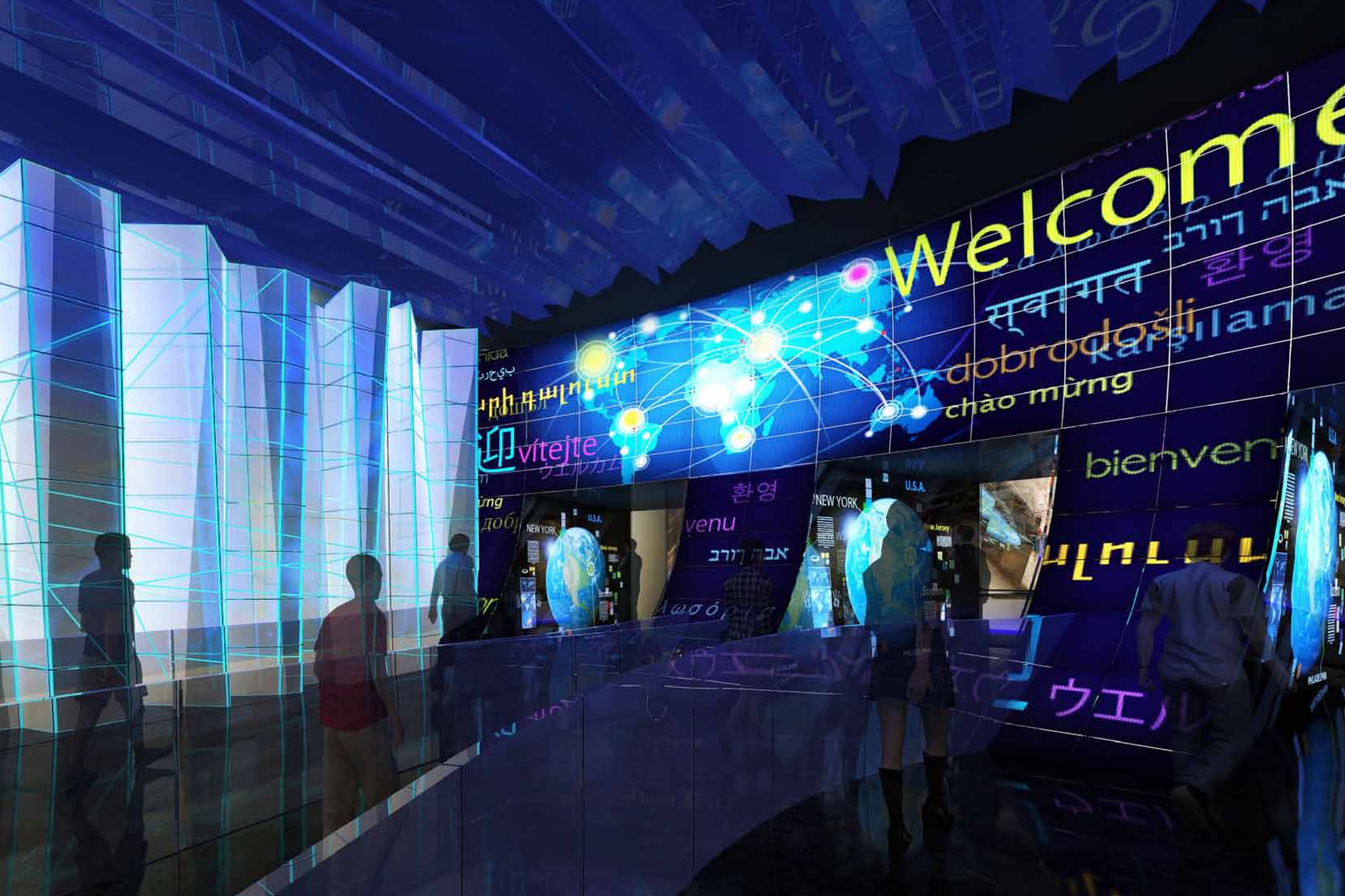
The first portion of the queue serves as a Welcome Center, celebrating One World Trade Center as a global nexus where people from all over the world converge on a daily basis. The iconic centerpiece here is an enormous digital world map, pulsating with tiny circles of light. You soon discover that these circles are highlighting the hometowns of everyone visiting the World Trade Center today. Layered over the map, the word "Welcome" materializes and then fades from view repeatedly—each time appearing in a different language. (Throughout the entire experience, interpretative information will be available in multiple languages.)

As you watch this mesmerizing display, a brief introductory video message from the Mayor of New York City begins to play on an array of smaller monitors in the space. The Mayor extends a warm greeting to all Guests. He then explains that New York has long been a crossroads of commerce and culture, with the original World Trade Center representing the heart of this international exchange. Today, One World Trade Center is helping to carry on the legacy of the site, as an incredible diversity of people visits and works in the building each day. Every one of them contributes to the enduring role of this site and the City of New York as a global nexus. And now you, too, are part of that story.

The Mayor wraps up his video greeting by inviting you to share where you're from at one of several touch screen kiosks in the queue. The touch screens feature an intuitive world map interface that allows you to zoom in on your continent, country, state, and city. When you do, your hometown glows on the panoramic digital map. (NOTE: No names are input into the system, just places. This data will come into play again later in the Guest experience.)

Completing the Welcome Center experience is a beautiful art installation made up of hundreds of reflective glass pieces inspired by the building's exterior cladding. Outside, the glass reflects the surrounding city. Here in the queue, the glass pieces reflect your image and those of Guests around you—creating a mosaic of faces representing different genders, ages, and ethnicities.

"Where Are You From"
touch screen kiosk


Welcome
dobrodošli
환영
vítejte
NEW YORK
U.S.A.

Queue Experience

Queue Part Two: Voices of the Building

In the second portion of the queue, a series of immersive projection screens presents another mosaic of diverse faces. But, this time, the faces are those of the designers, engineers, construction workers, and others who contributed to the making of One World Trade Center. Through cutting-edge digital design, the images come to life one-by-one in a visually captivating way, as the people share their stories of what it was like to play a role in creating this iconic skyscraper. For example . . .

You might hear the story of an American Indian ironworker whose father and grandfather were both in the trade, as well as the story of a third-generation Italian immigrant whose grandfather got a job working high steel on one of New York's historical skyscrapers upon arriving in the city. Others might talk about how their families moved to New York from elsewhere in America, and how the experience of working on One World Trade Center has made them feel more connected than ever to this city and our nation. Likewise, some might speak of the building as a symbol of hope and progress, and how it shows the strength and resilience of the American people, while others speak of the trials and challenges of building the tower, but also of the pride they have in contributing to this amazing collective effort.

These "voices of the building" remind you that One World Trade Center was built by Americans with roots that extend all around the world. That is what the World Trade Center stands for—it is a place where different people and countries are supposed to come together in peaceful world trade and communication.

As you listen to the stories, you're surrounded by some of the materials used in the building's construction. For example, you might encounter segments of steel beams and pieces of glass, all displayed like beautiful works of art. Projected onto the steel and etched into the glass are impressive stats related to the building's construction and its sustainable features, such as: 1,000,000 square feet of glass cladding; 200,000 cubic yards of concrete; 45,000 tons of structural steel; the most environmentally sustainable project of its size in the world; and LEED Gold Certification.

NOTE: Although we are confident that the media presentations throughout the Observatory experience will have ongoing appeal for many years, all of the media systems are designed to allow for updating and refreshing of content and storyline in the future. A significant amount of media data used throughout the welcome preshow, the "See Forever" presentation on level 102, and the interpretive viewing galleries on Level 100 will be streaming data aggregated in real time and presented in a way which continually evolves and changes with the pulse of the city, the visiting population and the surrounding region.

Queue Experience

Queue Part Three: Foundations

In the final part of the queue, the displays of steel and glass transition to pillars of bedrock. These ancient geological relics stand in dramatic contrast to the contemporary finishes elsewhere in the space around you. In some places, the queue brings you close enough to reach out and touch the bedrock. In other spots, you stand back a bit and watch as interpretive information is projected onto the dark surfaces.

You discover that this type of bedrock anchors the tower deep underground. It dates to about 500 million years ago, when Earth's landmasses were united into one supercontinent, before they drifted apart and formed the continents as we know them. The New York City skyline that you will soon observe owes its existence to bedrock. The city's skyscrapers can only be built where it lies under the surface.

Other interesting facts that speak to the structural integrity and security of One World Trade Center are interspersed among the bedrock information. With the building's foundations in place, you're now ready to step into the elevator and go through the physical experience of rising up to the highest and widest view in New York City.

The granite bedrock
under this building
is more than
500 million years old
buried un
45,000 tons
of structural steel
anchor Tower One to
its bedrock foundations
This site was
buried under a glacier
20,000 years ago

Elevator Experience: SkyPods

When the doors shut, the walls and ceiling spring to life...

It doesn't take long for you to realize that the SkyPods at **ONE WORLD OBSERVATORY** are like no other elevators you've ridden in. When the doors shut, the walls and ceiling spring to life via high-definition video screens that fill your vision with crystal clear computer-generated imagery (CGI). At first, you appear to be surrounded by bedrock, as if you're underground, below the building. But, as the elevator begins to rise, the imagery changes, to transport you on a dramatic ascent through the birth and growth of Manhattan.

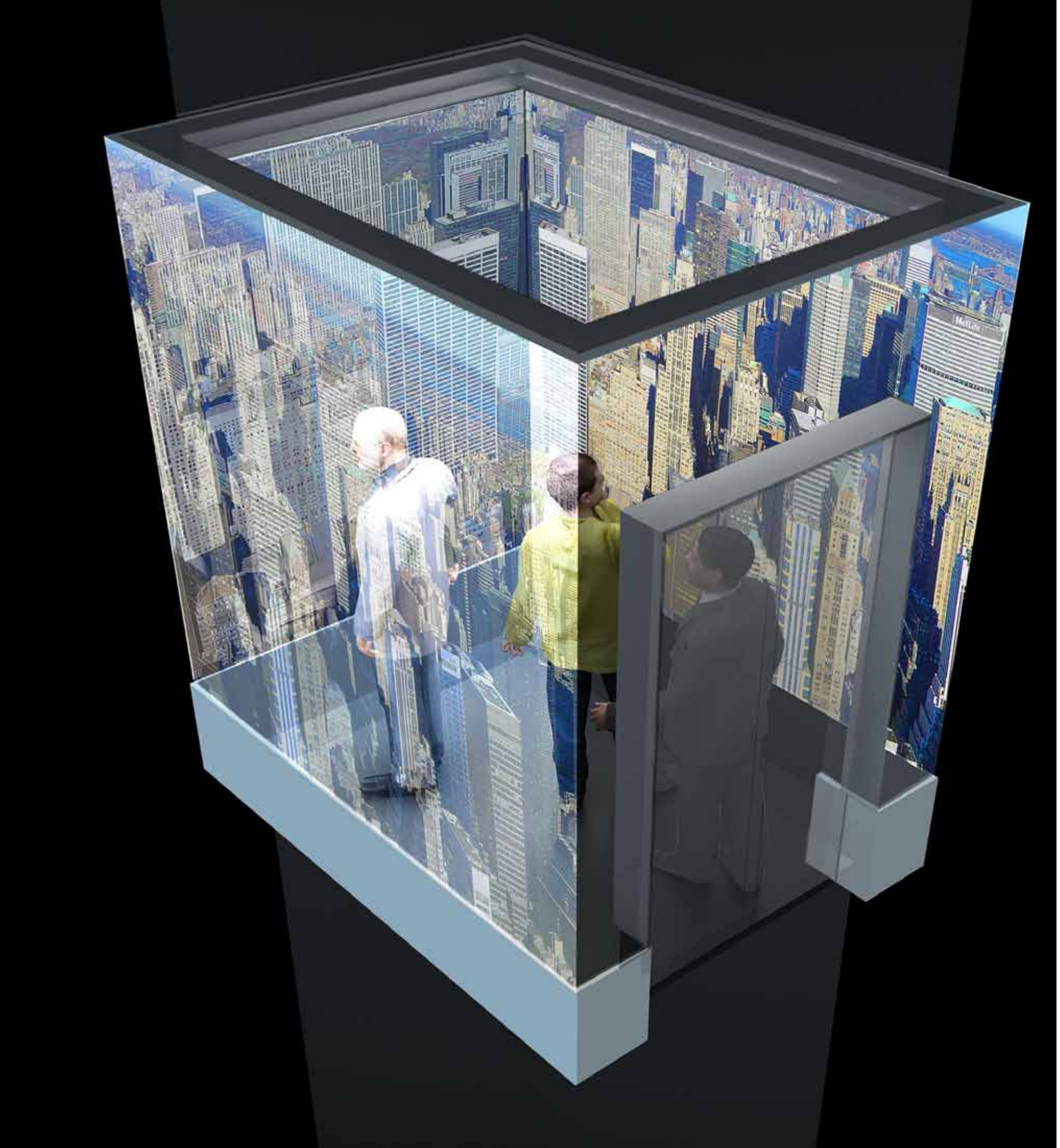
The time-lapse CGI is perfectly choreographed to the movement of the elevator ride, so you watch the city around you rise up from the bedrock and evolve into what it is today—all in just 90 seconds. It's as though you're in a glass elevator, traveling through time and vertical space at once.

When the elevator first "surfaces", you gaze out across the surrounding terrain as it appeared thousands of years ago, stretching to the horizon, with no buildings to be seen. En route, as time progresses, you see early Native American farms (circa 1100's) sprout up on the land, followed by the arrival of Dutch ships on the harbor (circa 1609) and the development of the forts, homes, and government buildings of the Dutch settlement of New Amsterdam (circa 1626).

Your journey continues through the 1700's and 1800's, as a more expansive view of the city and its continued development becomes visible due to your rising altitude. When you reach 1835, this relentless growth is interrupted briefly, as you watch the Great Fire level more than 20 square blocks of Lower Manhattan. But, quickly, the city rebuilds and new construction happens everywhere. In 1883, the Brooklyn Bridge pops up across the East River. In 1886, the Statue of Liberty appears. Making your way to the early 1900's, the first era of skyscraper construction kicks into high gear—bringing iconic structures like the Flatiron Building (1901), Woolworth Building (1913), and Empire State Building (1931) into view. Your ascent is so rapid that these individual landmarks arise in a flash, like blips on a radar screen. Seen together, they give you a real sense for how dramatically the city has changed in just a few hundred years.

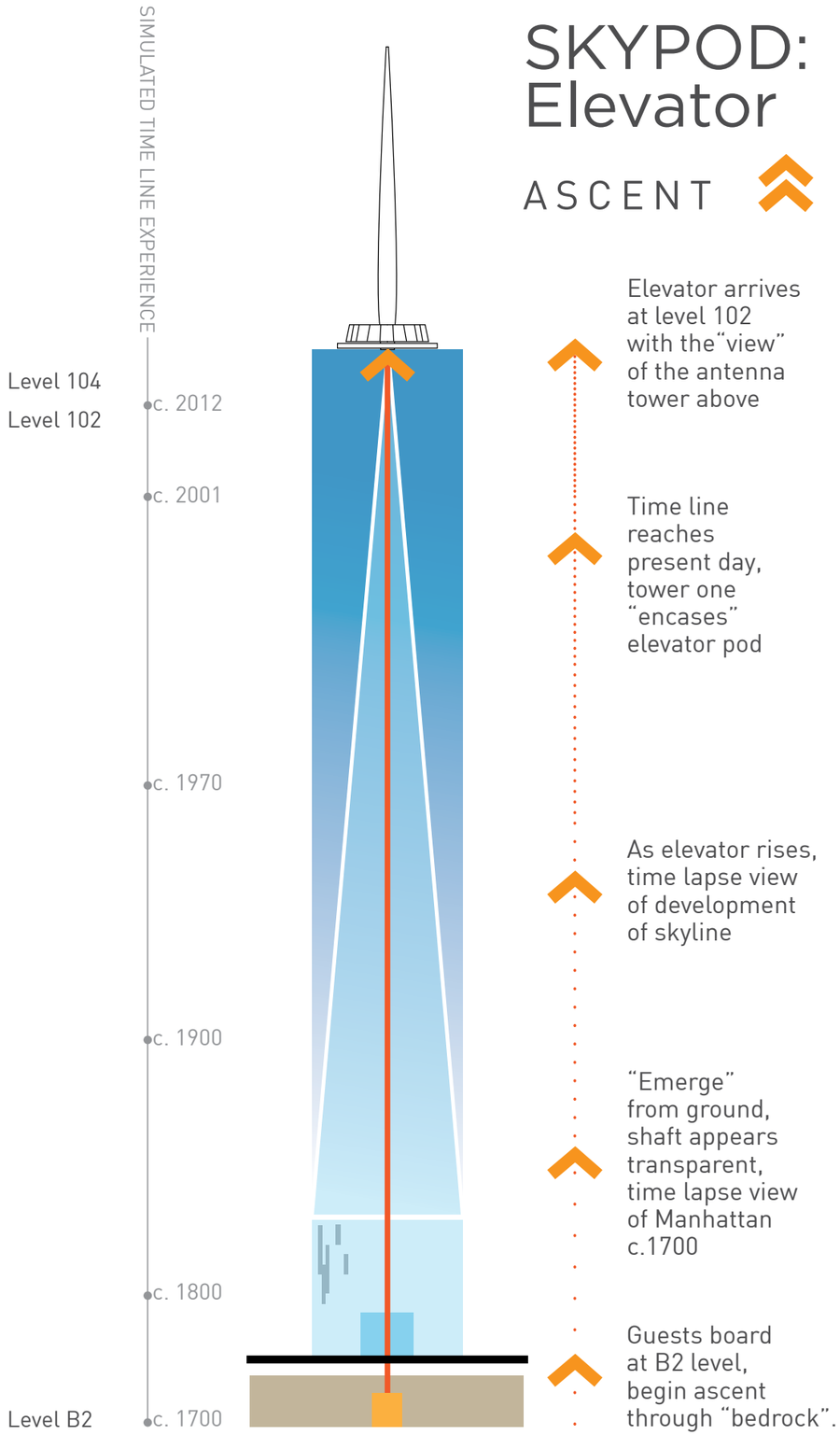
Nearing the upper levels of ONE WORLD OBSERVATORY, you witness the original Twin Towers rise up next to you as part of this rapidly evolving timescape. But, moments later, they suddenly vanish. The 9/11 airplane attacks and the collapse of the buildings are not depicted in the CGI. (The adjacent 9/11 Museum will tell the story of that day's events in detail.) Instead, the buildings appear one moment and then disappear the next—in quiet acknowledgment of the suddenness of that incomprehensible instant when they were lost forever.

Your ascent continues on, and with it, both time and the city move forward. Approaching your destination on the 102nd level, you see the steel structure of One World Trade Center assembled up around you, followed by the outer glass. Then, finally, the top levels get stacked above. You relive the triumphant completion of the building in 2013, as the elevator comes to a halt, and the doors open.



SKYPOD: Elevator

ASCENT



"See Forever" Theater

...a one-of-a-kind multimedia presentation that puts you in the right frame of mind to take in the view you are about to experience

Observing New York City from 1250 feet would be a breathtaking experience even if you knew nothing at all about the city. Just the sheer size and density of the skyline is truly overwhelming. But, if you really understand what it is you're seeing—a city where . . .

- More than 8 million people live
- More than 1/3 of the population is foreign born and as many as 800 different languages are spoken
- Around 2,600 international businesses employ more than 275,000 people
- Close to 5,000 cargo ships might enter its harbor in a single year
- More than 20,000 restaurants give diners a choice of cuisines from anywhere on the planet
- Three airports serve 105 million airline passengers a year
- And almost 10 million international Guests were welcomed in 2010

. . . Then, you begin to truly "see" New York.

"See Forever" is a one-of-a-kind multimedia presentation that puts you in the right frame of mind to take in the view you are about to experience. In an intimate theater on level 102, this brief sensory, multimedia experience culminates in the high point of the Observatory experience... the first reveal each Guest will have of the breathtaking view from the observatory. Celebrating New York as the most global city in the world, the presentation uses state of the art projection mapping and data streaming technology to highlight not only the diversity of the region, but the diversity and world culture of the Guests visiting **ONE WORLD OBSERVATORY**.

When you enter the theater, a host welcomes you and tells you that in just three short minutes, you will experience one of the most awe-inspiring views on Earth . . . "But what exactly will you see? One World Trade Center has invited a few folks—some of whom you may recognize—to give you a little preview."

With that, an uplifting original soundtrack kicks in, and the presentation gets underway. The montage unfolds as a series of brief "testimonials", where different people share what it is they see when they look at the New York skyline. Some of these people are famous—politicians, sports figures, actors, musicians, etc. Others are "ordinary" folks who are either visiting or living in the city. Here again the theme of diversity resounds, and not just ethnic diversity, but diversity in every sense of the world—gender, age, class, ethnicity, interests, etc.

Some examples:

- A famous Korean-American chef says, "I see food from every country on the planet."
- An African-American Port Authority worker says, "I see the busiest port on the East coast."
- A young Hispanic Yankees fan says, "I see the world's greatest baseball team."
- The Mayor of New York City says, "I see more than 8 million people who call this place home."
- A Pakistani taxi driver says, "I see faces from all over the globe."

Each testimonial is supported by images and data that support the story. There's even a moment where the audience becomes part of the presentation, as the General Manager of One World Trade Center says, "I see Guests arriving to this special place from near and far."

To your surprise, a live image of the audience appears on screen, along with real-time facts and stats about where everyone has come from (aggregated from the data collected in the Welcome Center preshow).

The show culminates in a rapid-fire succession of a few final, inspiring testimonials: I see . . . change . . . hope . . . optimism . . . the future. All of the faces you've been introduced to along the way then return to the screen in one final assemblage of images and simultaneously ask, "What do YOU see?"

With that, the musical score swells to a climax, the projection screen at the front of the theater literally parts and, in a dramatic "wow" moment, the skyline of New York appears before you. You are now invited to explore the city at your leisure from observation galleries on this level and Level 100.

Observation Experience

ONE WORLD OBSERVATORY promises views unlike any other observatory in New York City. Not only does it offer the highest view of Manhattan, it's also the best place to see the Statue of Liberty, Ellis Island, the Brooklyn Bridge, and so much more.

Level 102

The Big Picture

On Level 102, two elegant, gallery-like observation areas maximize your appreciation of the epic "masterpiece" outside the windows. Here, the viewing experience is all about forging an emotional connection to what you are seeing. You'll have an opportunity to learn about the specific features of the skyline in detail two levels down. But, for now, you're encouraged to absorb the "big picture" and the significance of the view before you.

Of course, if you want to begin to delve deeper into the details now, you can do so via ONE WORLD OBSERVATORY mobile app or audio guide, both available in multiple languages. When you're ready to head down to the 100th level, you walk to the escalators that transport you down to your next experience.

Observation Experience

Level 101

Mezzanine Dining & Lounge

At any point during your exploration of the Observatory, you can take a brief escalator ride to the Mezzanine on Level 101 to relax and refuel. The Mezzanine features two dining options and a cocktail lounge, all with eternal views of the skyline:

Horizons Café

Enjoy a delicious meal in this gourmet café in the sky. Contemporary furnishings and sustainable finishes create an upscale, yet relaxed atmosphere. The café will feature an international inspired menu of gourmet offerings, entrées and desserts.

Apogee Lounge

Stunning vistas and fashionable lounge décor add up to New York's most stylish new cocktail lounge. Unwind with friends or business colleagues over a glass of fine wine, an imported cold beer, or one of our world famous creative cocktails that puts a new spin on a classic mixed drink.

Skyline Sandwich Bistro

If your time is limited, you can pick up a quick bite to eat or have a casual lunch at this quick serve bistro. Choose from a selection of healthy wrapped sandwiches, soups, salads, snacks and gourmet treats. Stand-up bistro tables—and the exquisite views—make this the perfect eatery for those craving a fast, but still memorable meal.

Observation Experience

Level 100

Observation Experience: City Pulse

Level 100 offers another new and groundbreaking way to experience the New York skyline. On this level, advanced information technologies combine with the authentic view out the windows to create a high-tech "status center" that brings the architectural landmarks, other sites, and even the city infrastructure that you see vividly to life.

Two different presentation modalities are utilized to deliver this data-enhanced observation experience:

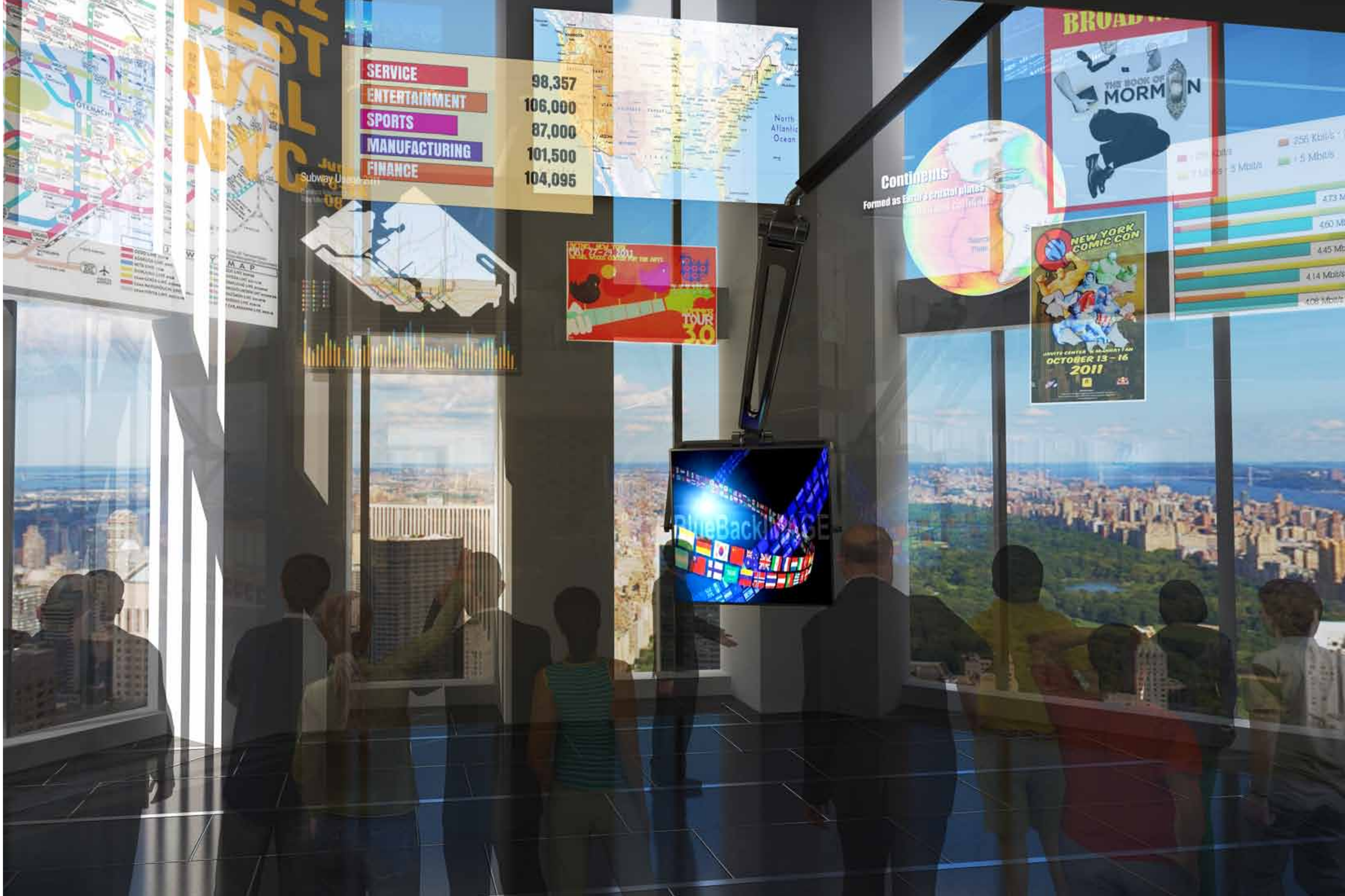
Heads-up Displays

In the upper windows in the North, South, East and West quadrants, heads-up display (HUD) technology projects a medley of information that appears to float above the skyline. Some of this information is real-time data—such as the current temperature, wind speed, and precipitation outside, or current traffic alerts, or breaking news tied to specific boroughs and neighborhoods of the city. Other information is more general in nature, providing interesting facts about the skyline features that Guests ask about most often—for example, the Statue of Liberty and Ellis Island.

Live Tour Ambassadors with Mobile Screens

A friendly, entertaining and well informed tour ambassador is stationed in each quadrant of Level 100. With the assistance of a mobile video monitor that tracks along with his or her movements, the Ambassador interacts with you and other Guests to help you make discoveries about specific aspects of the city you'd like to know more about. For instance, looking uptown, you might ask the Ambassador about another iconic building that you see in the distance. The host identifies the structure as the Chrysler building and then uses a handheld device to draw up information about the Chrysler building on the moving video monitor. You can even find out how late the building's lobby (the only part of the building accessible to Guests) is open. In this way, the host not only helps interpret the view, but also acts as your personal concierge to help you plan your next activities in the city.

Another great thing about the observation experience on Level 100 is that it can help you "see" parts of the city that are obscured if you happen to visit on a gloomy day. Images and data can "fill" in the view to reveal the sites hiding behind the clouds.


SERVICE 98,357
ENTERTAINMENT 106,000
SPORTS 87,000
MANUFACTURING 101,500
FINANCE 104,095
North Atlantic Ocean
Continents
Formed as Earth's crustal plates
THE BOOK OF MORMON
NEW YORK COMIC CON
OCTOBER 13 – 16
2011
TOUR 3.0

Level 100 Virtual Portals

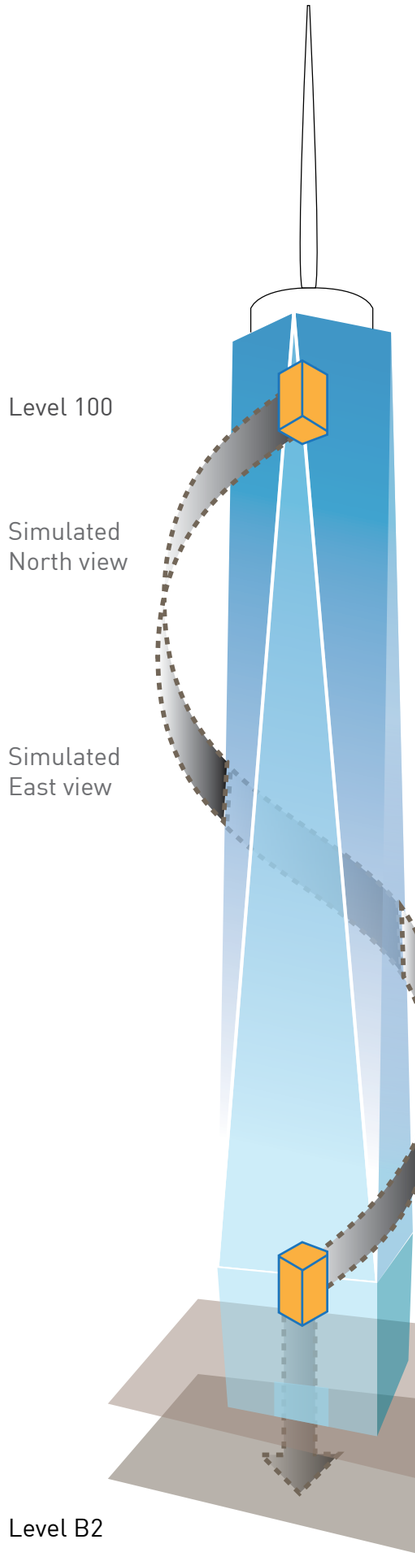
As if the magnificent views and status center experience weren't enough, Level 100 also gives you the opportunity to walk onto one of the eight-foot "portals" in each of the building's four quadrants. If you dare, you can stand on top of these circular portals and look down 100 stories to the street level outside. These "views" are in reality video screens, showing live footage captured by cameras positioned outside the building, giving you the sense that you're floating "above it all."

Elevator Down: A Ride to Remember

At **ONE WORLD OBSERVATORY,** even the ride back down to the ground is one of a kind. When the doors close, the video walls around you again become activated with computer-generated imagery (CGI). Only this time, you're not looking out at the city. Instead, the CGI creates the illusion that the SkyPod itself is breaking out of One World Trade Center, so you're hovering in mid-air next to the building!

As the elevator descends, the CGI takes you spiraling around the exterior of the building. This time, the imagery is perfectly matched to the real floors of the building that you are descending through in actuality. Along the way, you see the "reflection" of your SkyPod in the building's shimmering glass cladding, as you marvel over the building's elegant lines and angles. The result is an experience that is, at once, a thrill-ride and a dazzling celebration of this glorious architectural icon.

When the elevator slows down in preparation for stopping, the media screens surround you with CGI suggesting that the SkyPod is reentering the building. The elevator doors open, delivering you to the basement level concourse.



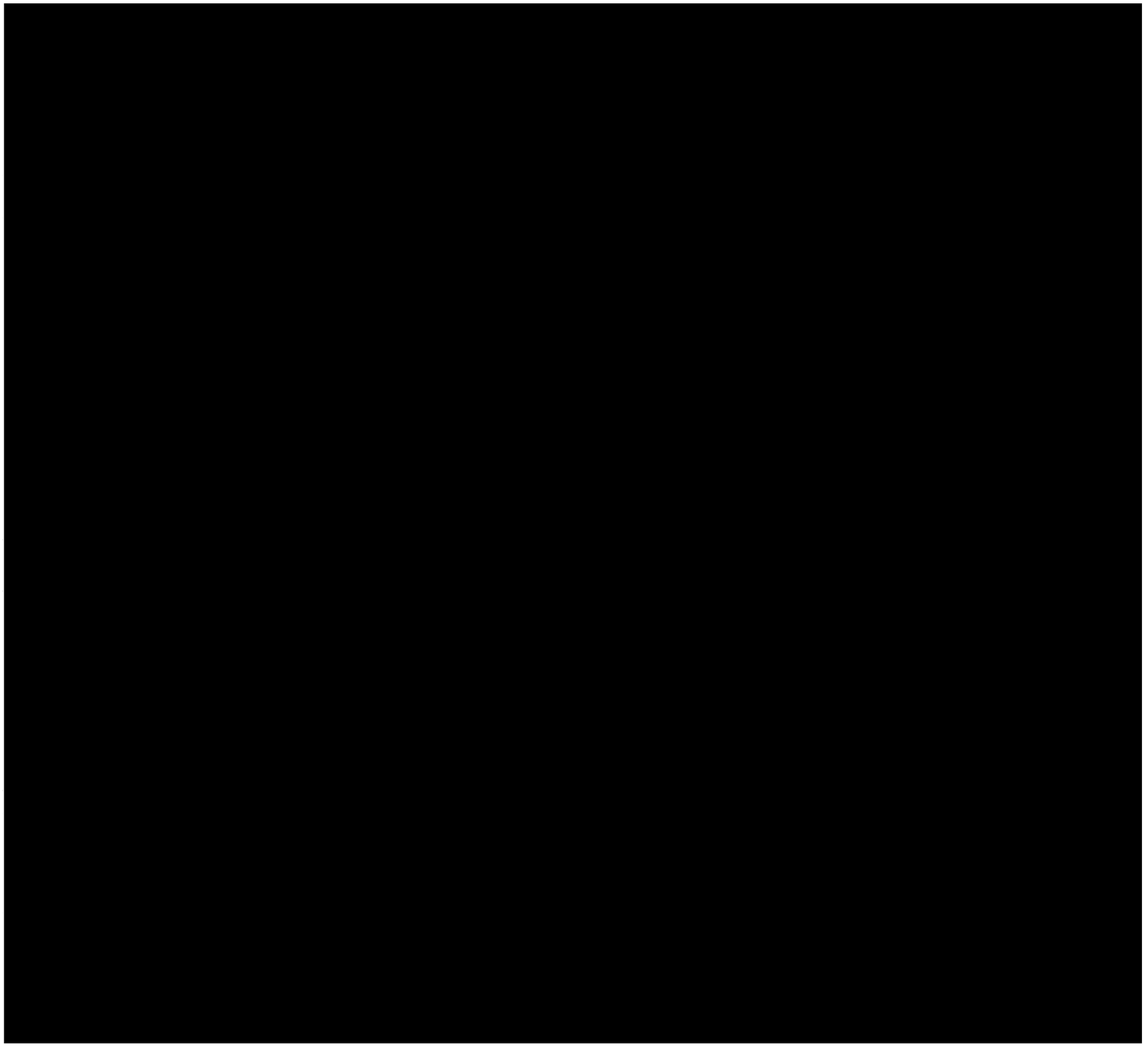
SKYPOD: Elevator

DESCENT

- Guests board on level 100 for return trip
- Once in motion, pod appears to slide out of building into "free Flight"
- Spectacular "views" of the city in all directions and reflection of pod in tower one
- Pod returns to level B2 guests disembark

Experience Flow Diagram

Welcome Lobby



Primary Circulation

Express / VIP Circulation

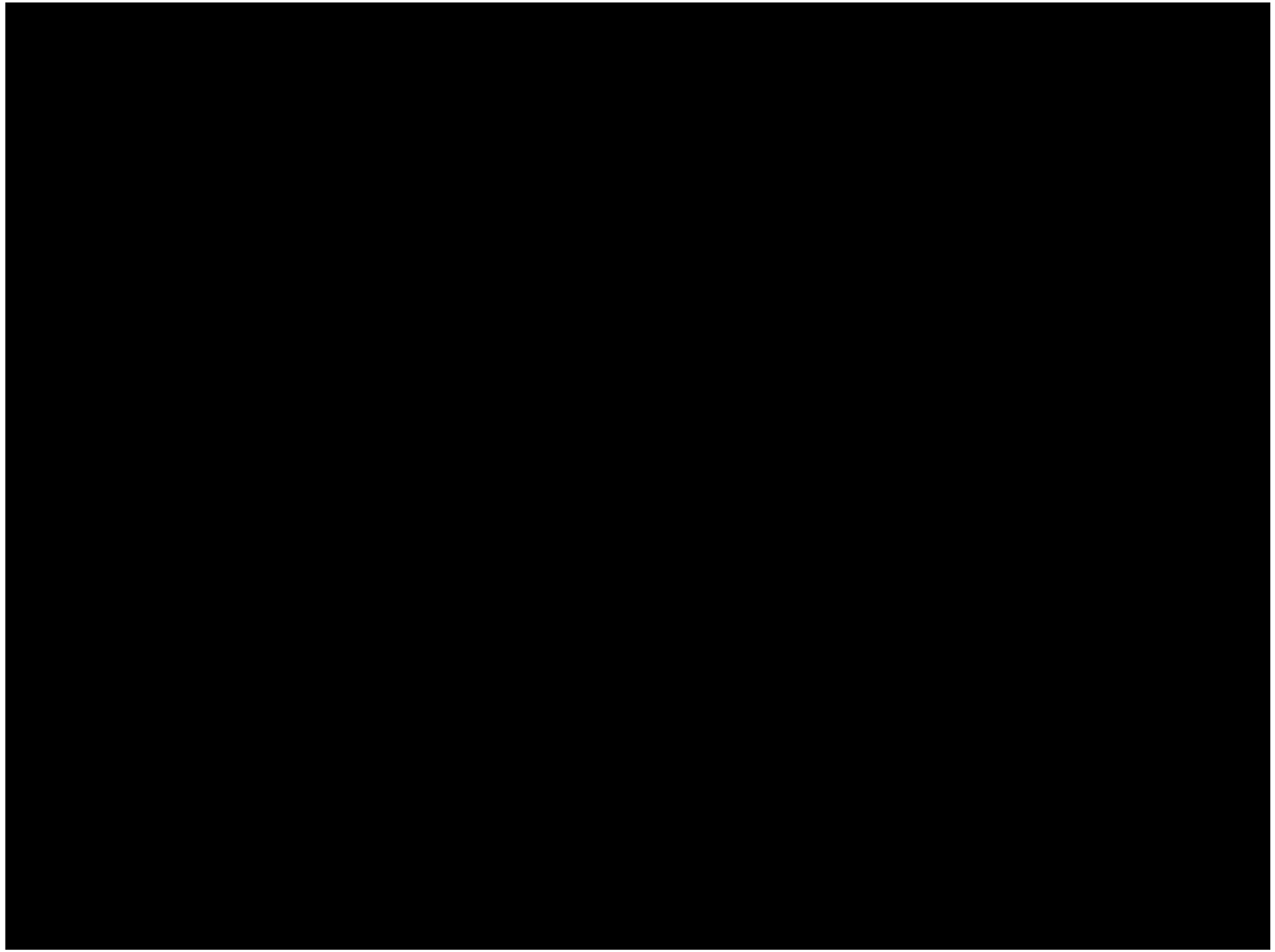
Optional Guest Access to
Food & Beverage During Events

Exit

Public Space

Flexible Public or Event Space

Food & Beverage & Event Space



Experience Flow Diagram

Basement Level Concourse

Primary Circulation

Express / VIP Circulation

Optional Guest Access to
Food & Beverage During Events

Exit

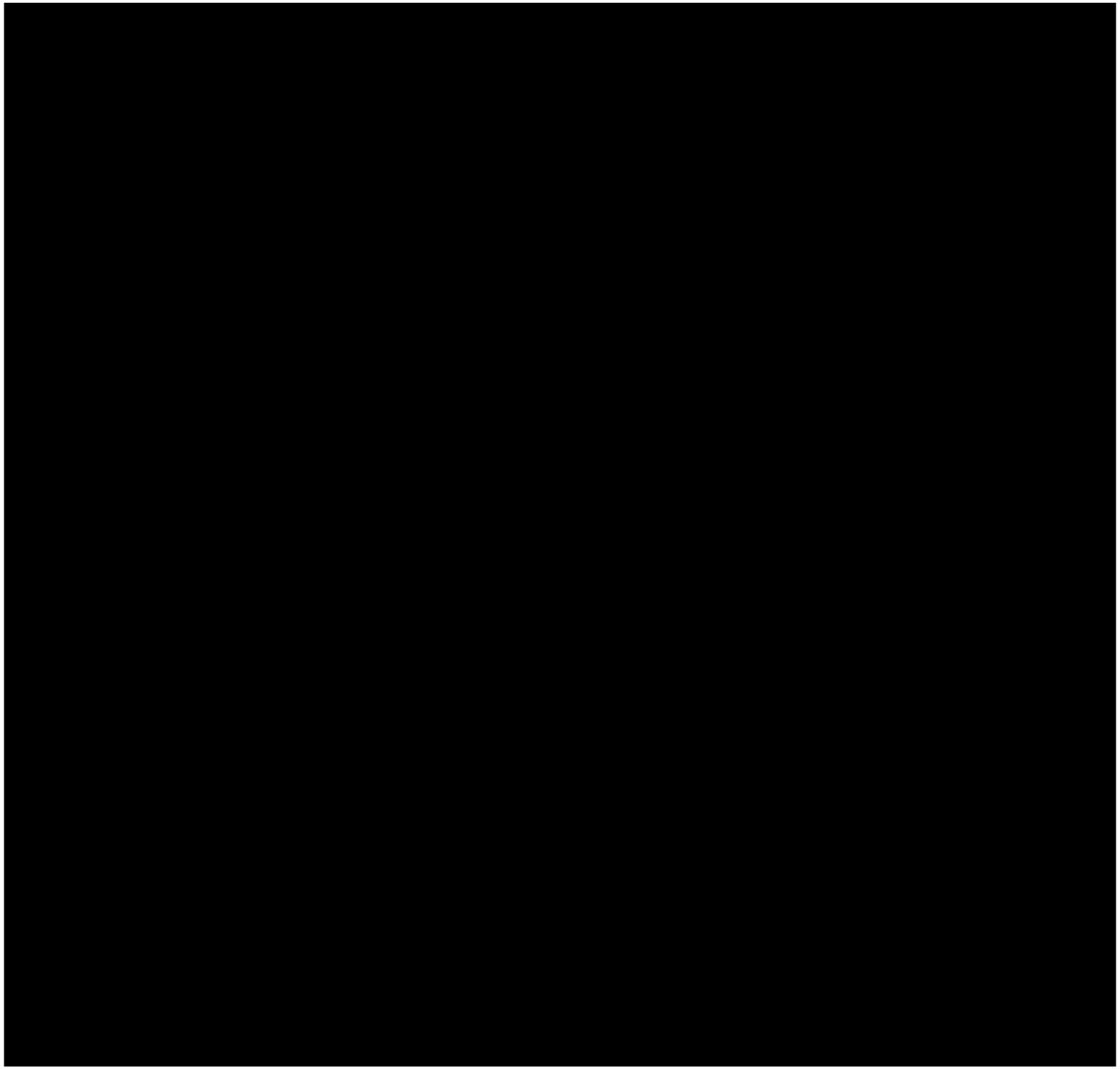
Public Space

Flexible Public or Event Space

Food & Beverage & Event Space

Experience Flow Diagram

Level 102



Primary Circulation

Express / VIP Circulation

Optional Guest Access to
Food & Beverage During Events

Exit

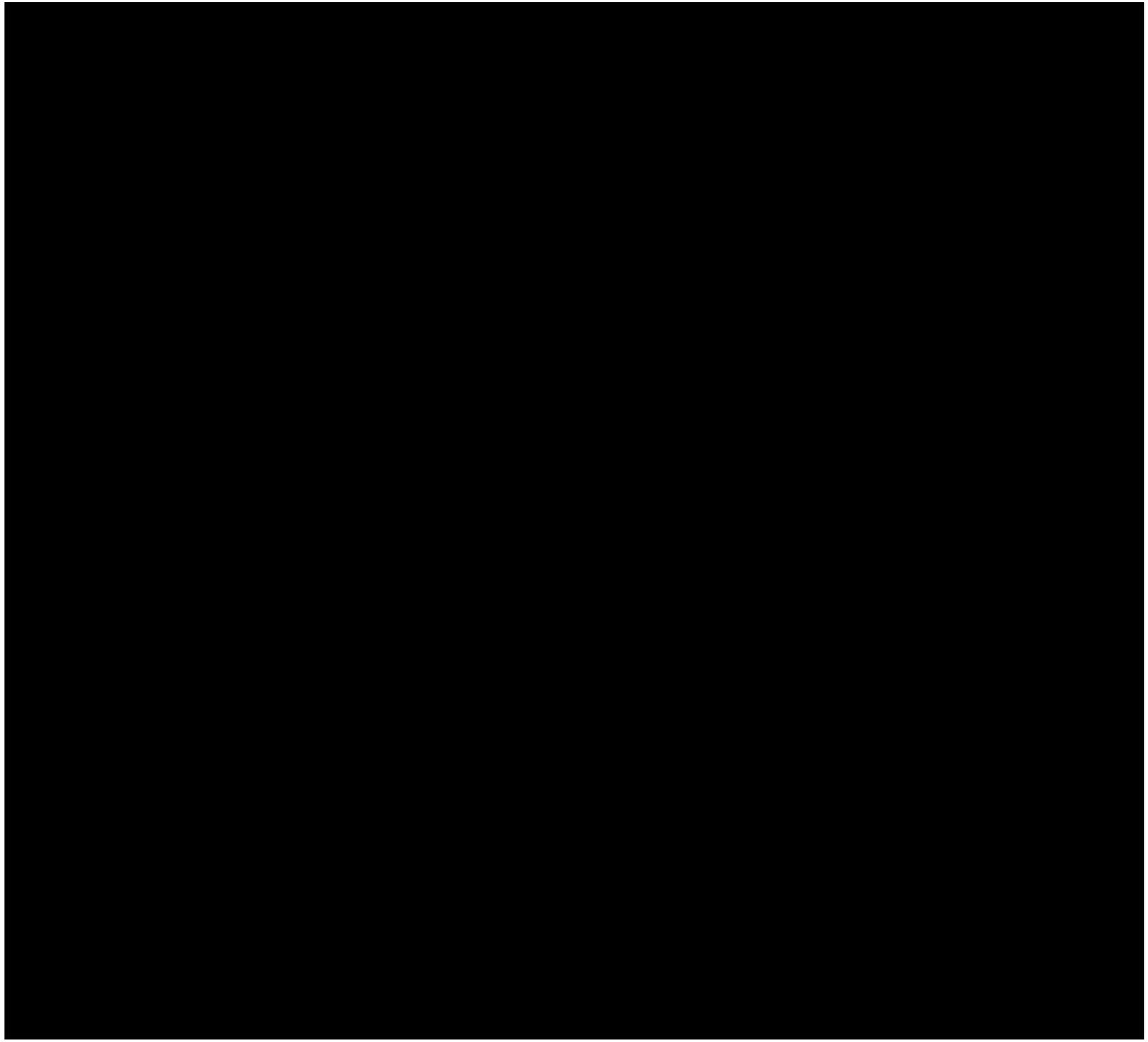
Public Space

Flexible Public or Event Space

Food & Beverage & Event Space

Experience Flow Diagram

Level 101



Primary Circulation

Express / VIP Circulation

Optional Guest Access to Food & Beverage During Events

Exit

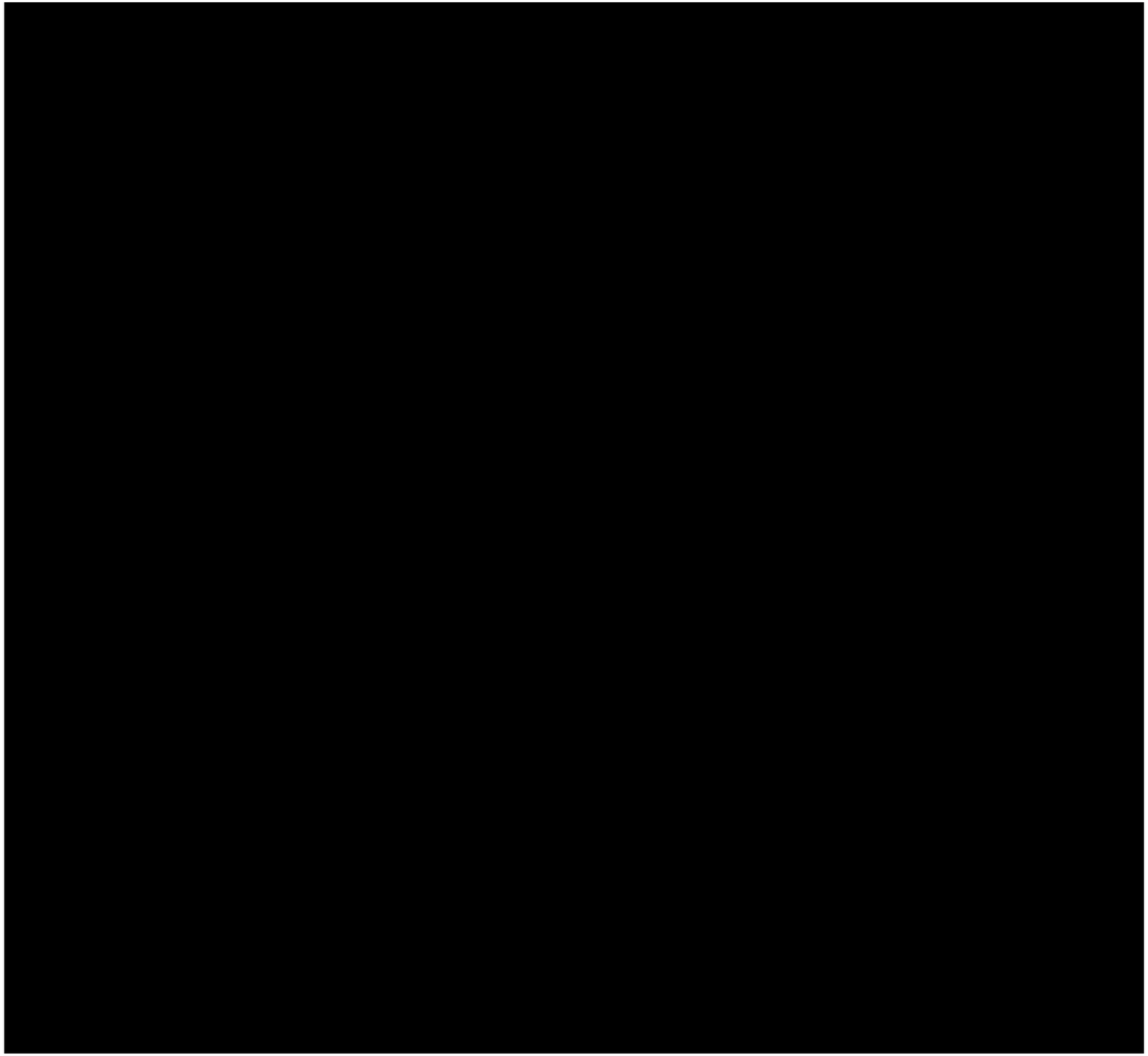
Public Space

Flexible Public or Event Space

Food & Beverage & Event Space

Experience Flow Diagram

Level 100



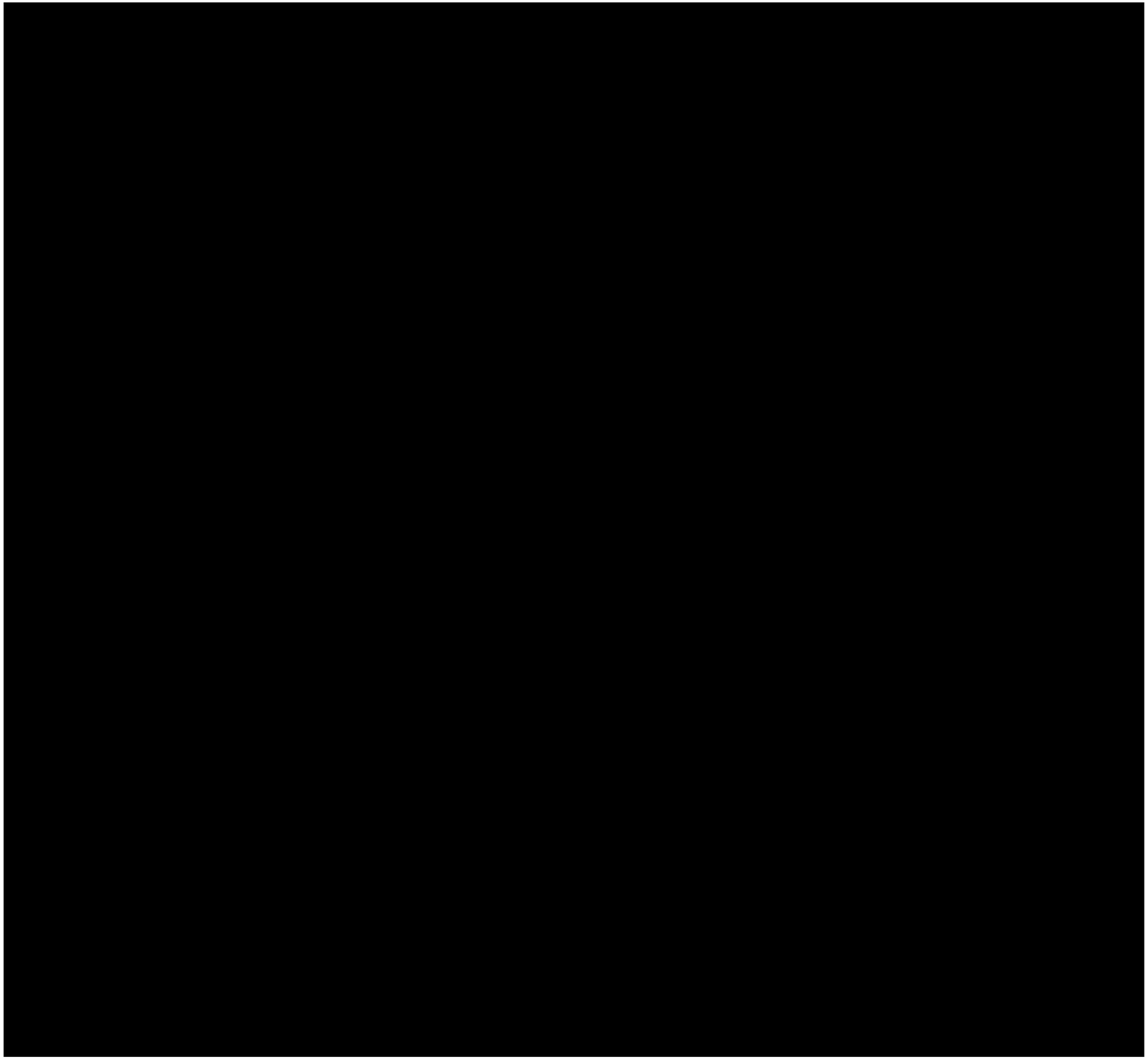
ARCHITECTURAL PLAN

ARCHITECTURAL PLAN

Basement Level Concourse

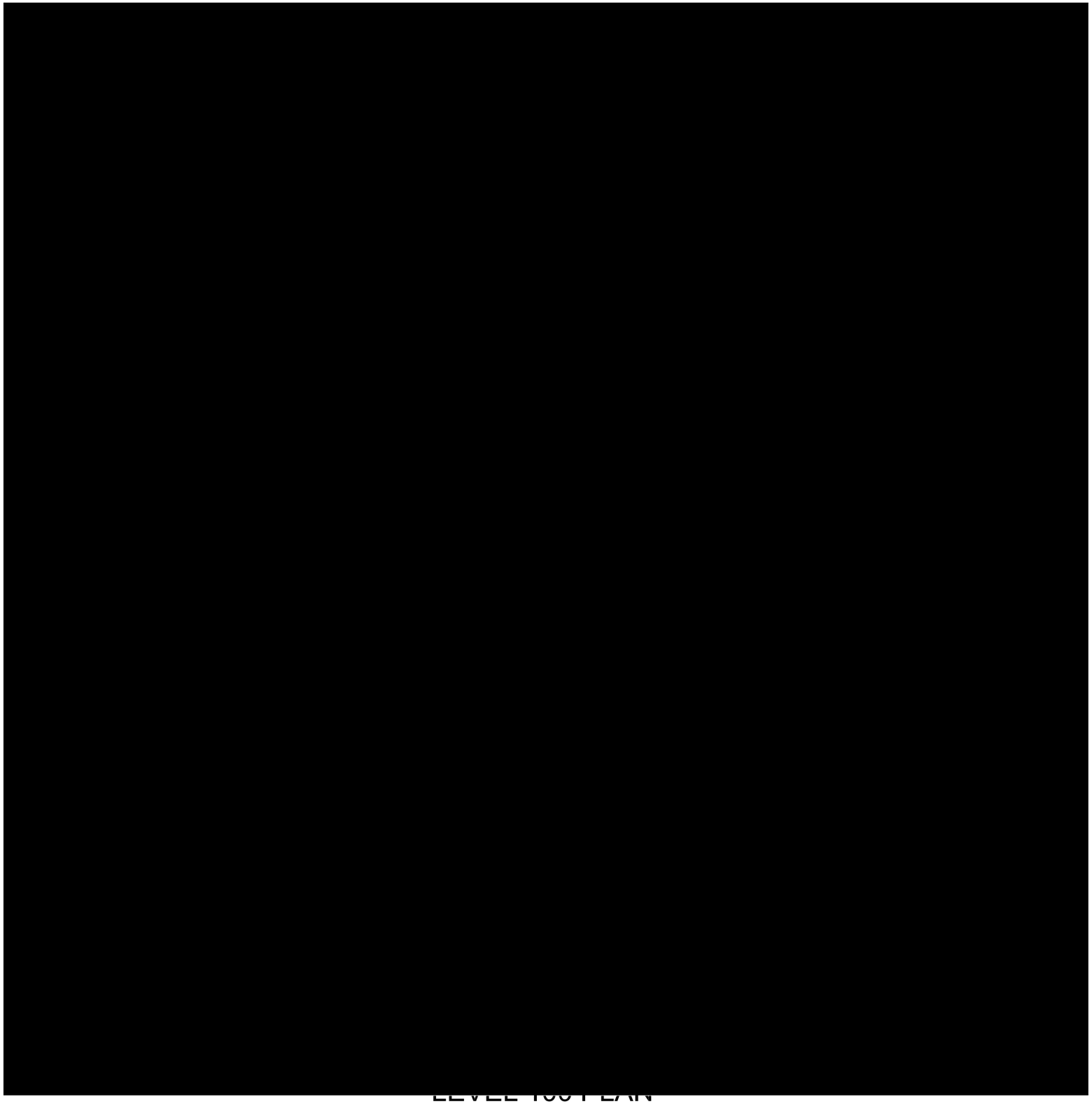
ARCHITECTURAL PLAN

Welcome Lobby



ARCHITECTURAL PLAN

Level 100

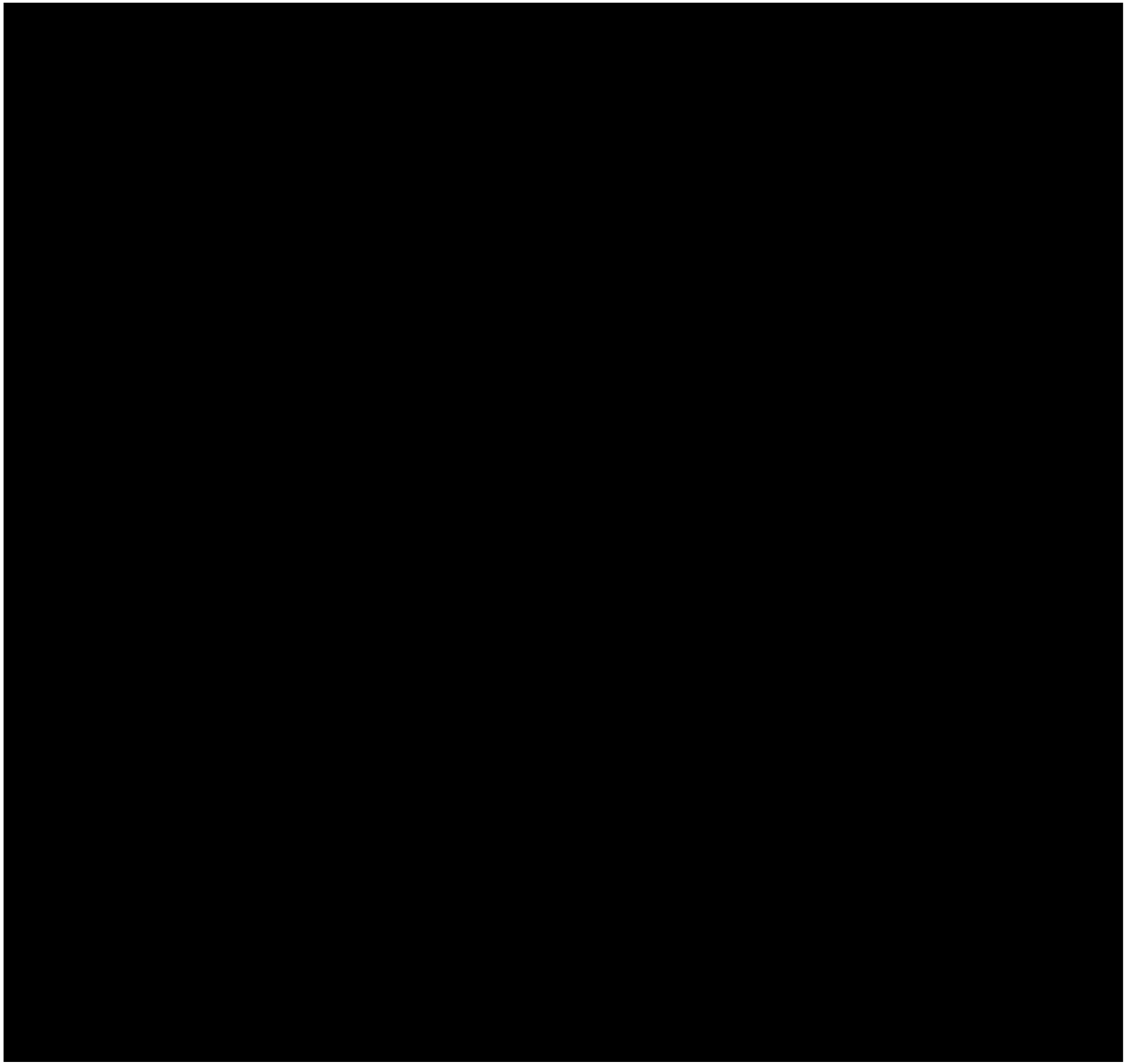


LEVEL 100 PLAN

120420 SCALE: NTS

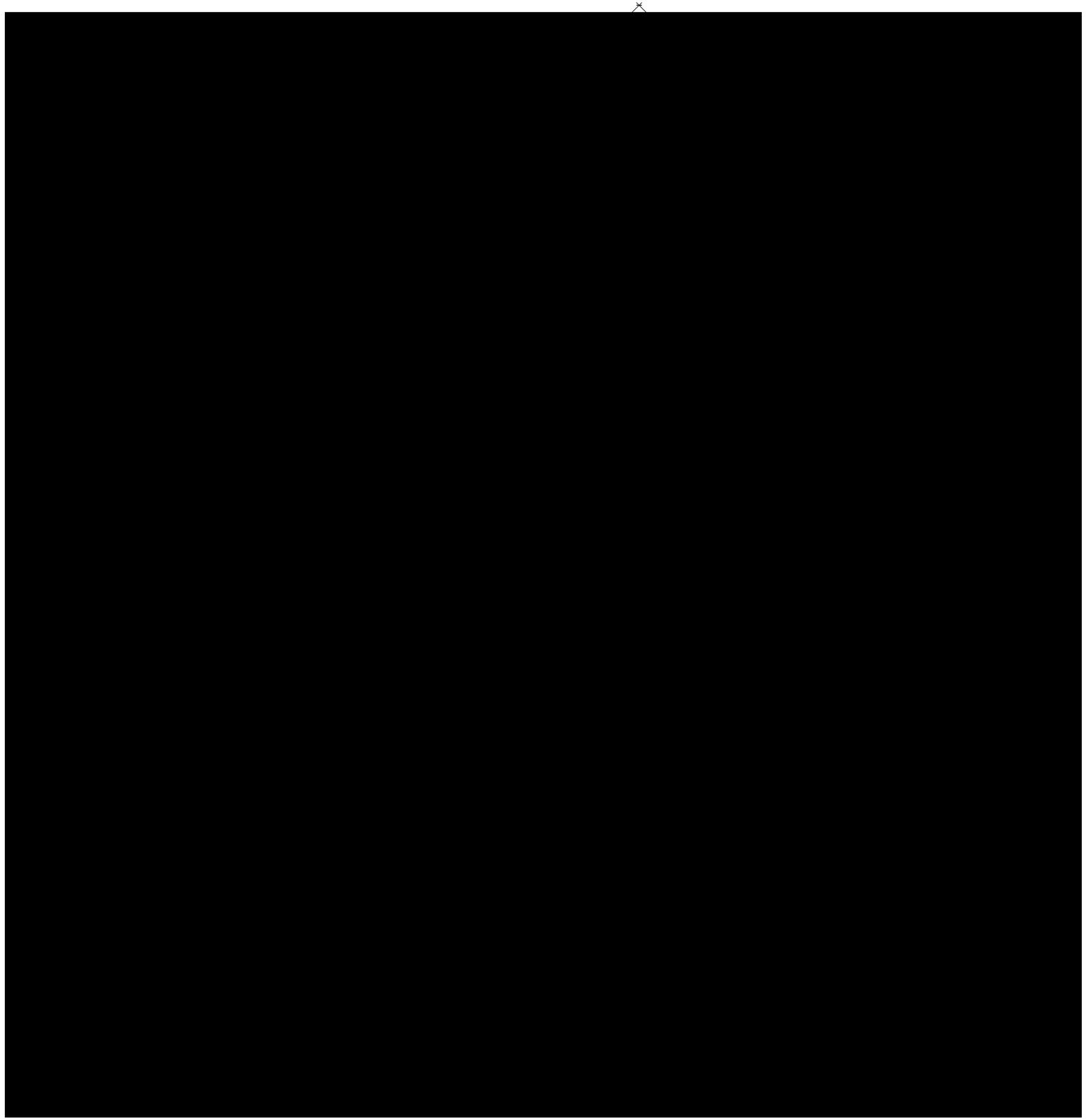
ARCHITECTURAL PLAN

Level 101

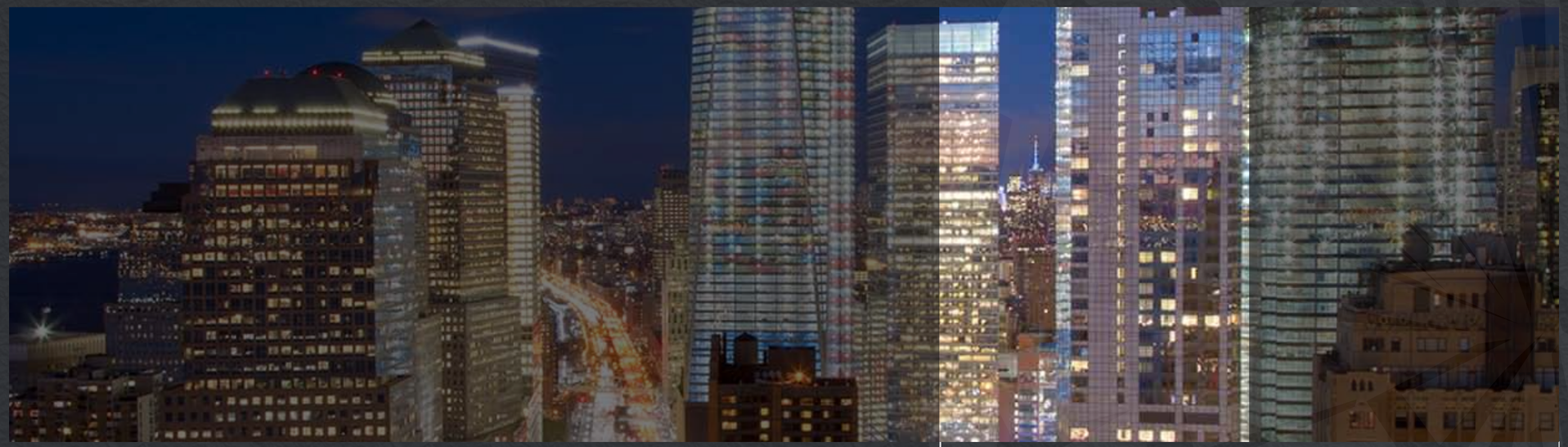


ARCHITECTURAL PLAN

Level 102



120420 SCALE: NTS

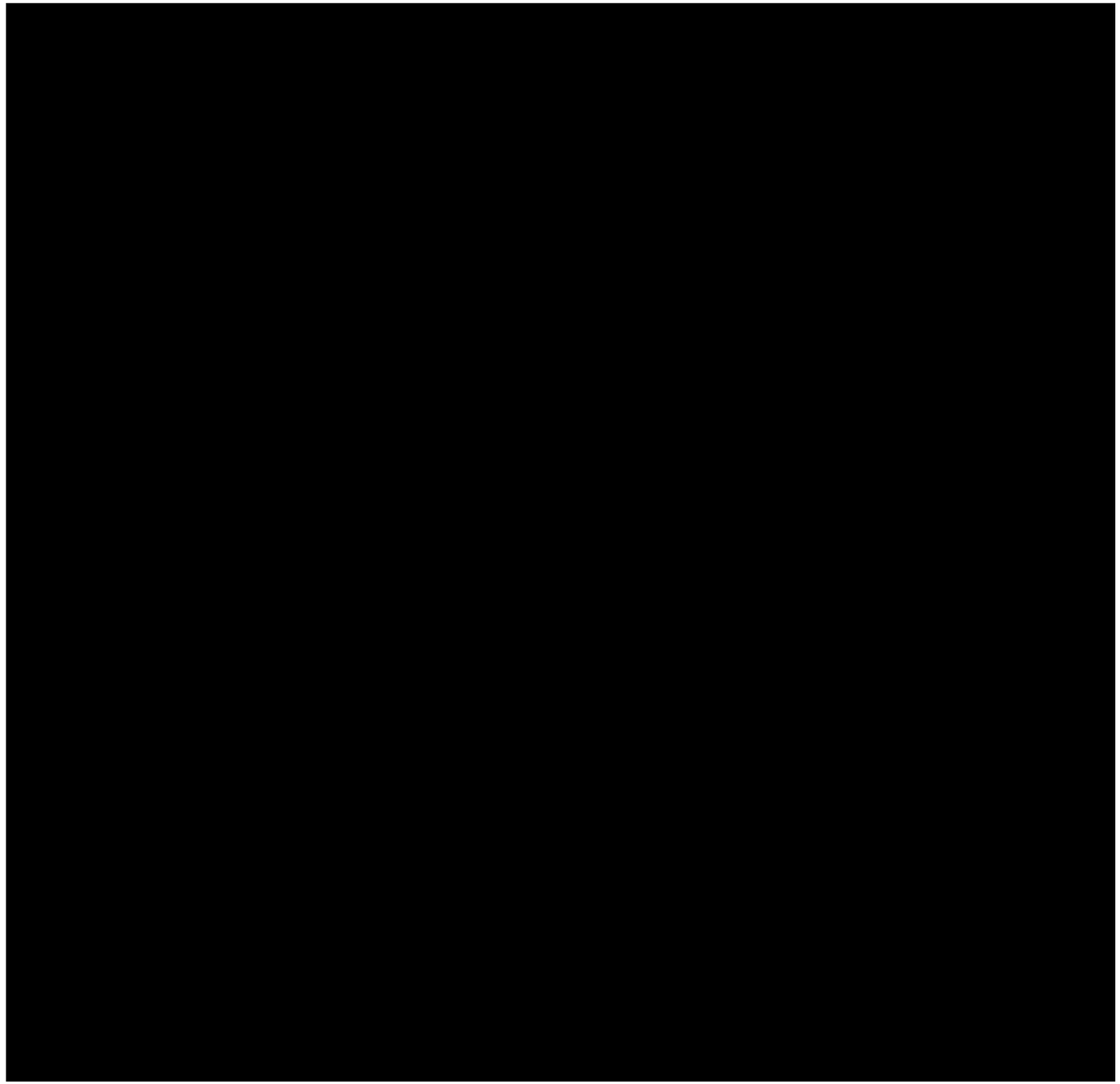


PROGRAM

Program

Welcome Lobby

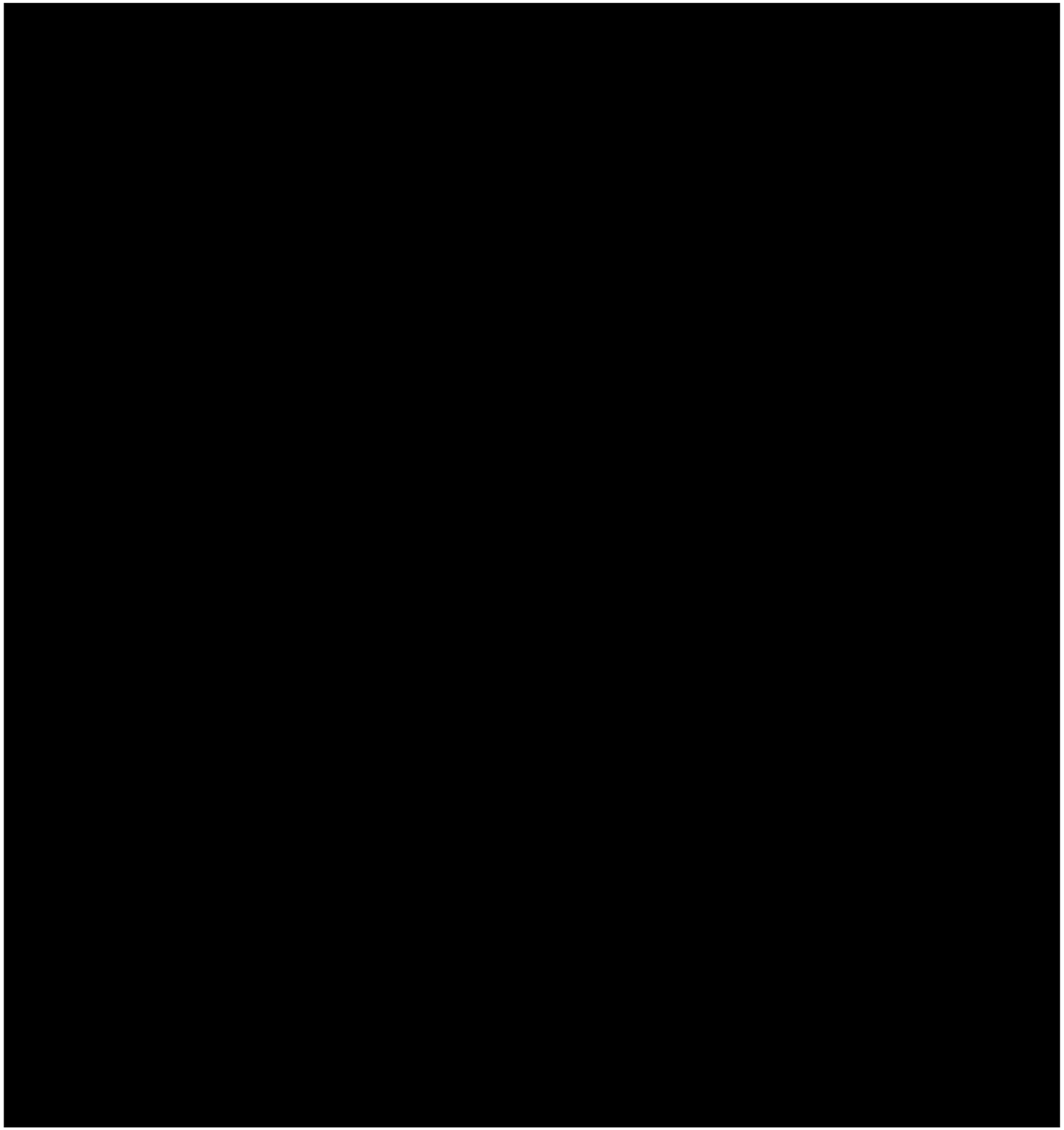
Street Level Plaza:	Exterior Ticketing Kiosks, Signage
Welcome Lobby:	Ticketing, Transition (Escalator) to Basement Level
Basement Level:	Entrance, Security, Exhibit Queuing Area, Retail and Exit Transition, Back of House, Operations, Restrooms
Elevators:	One-minute "SkyPod" Video Ascent and Descent Experiences
Level 102:	Arrival Theater, Observatory Views, Event Space, Restrooms
Level 101:	Dining, Lounge, Kitchen, Observatory Views, Restrooms
Level 100:	Observatory Views, Sky Portals with Street Views, Interpreted Viewing, Restrooms



Ticketing 600 SF

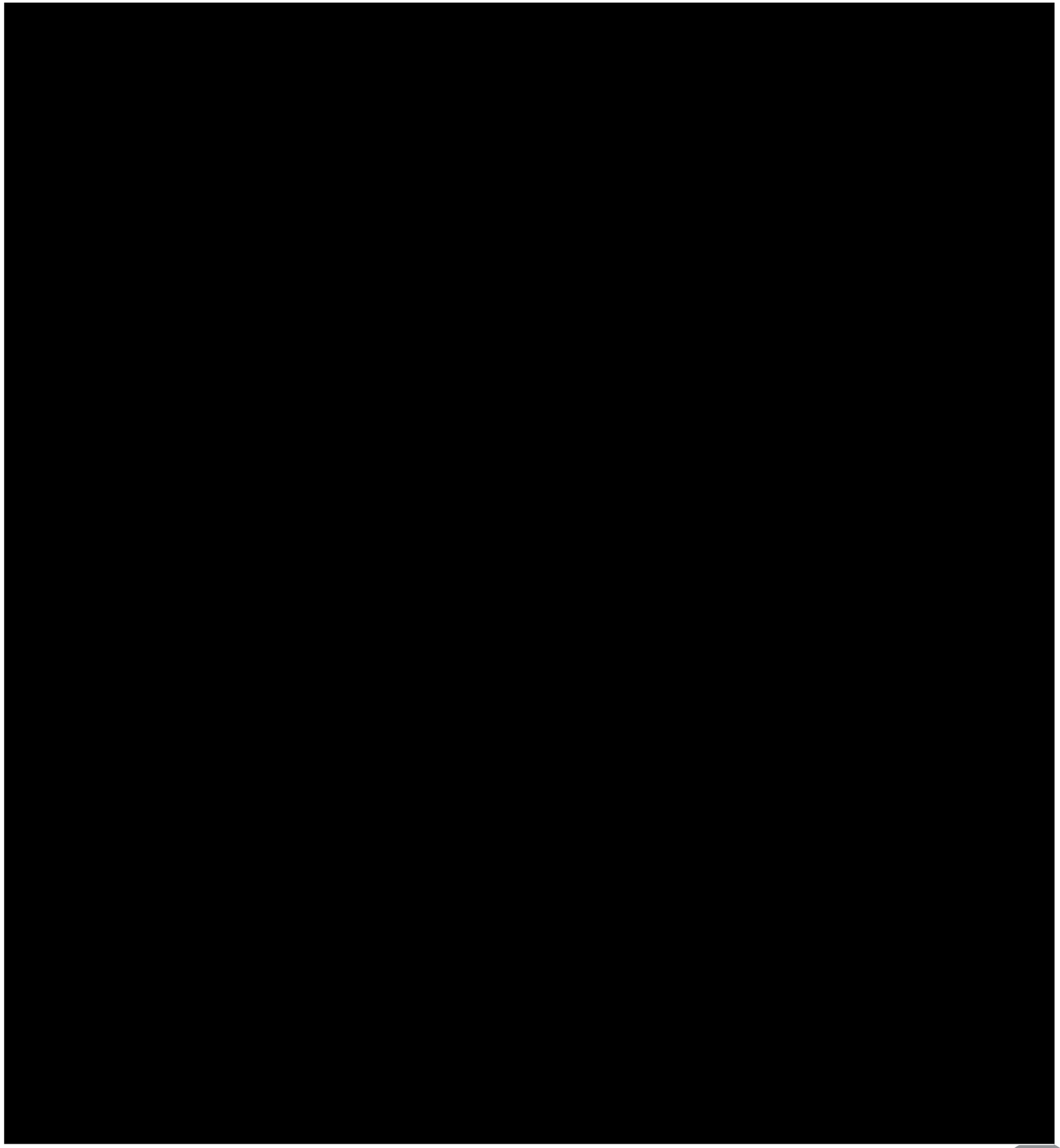
Program

Basement Level Concourse



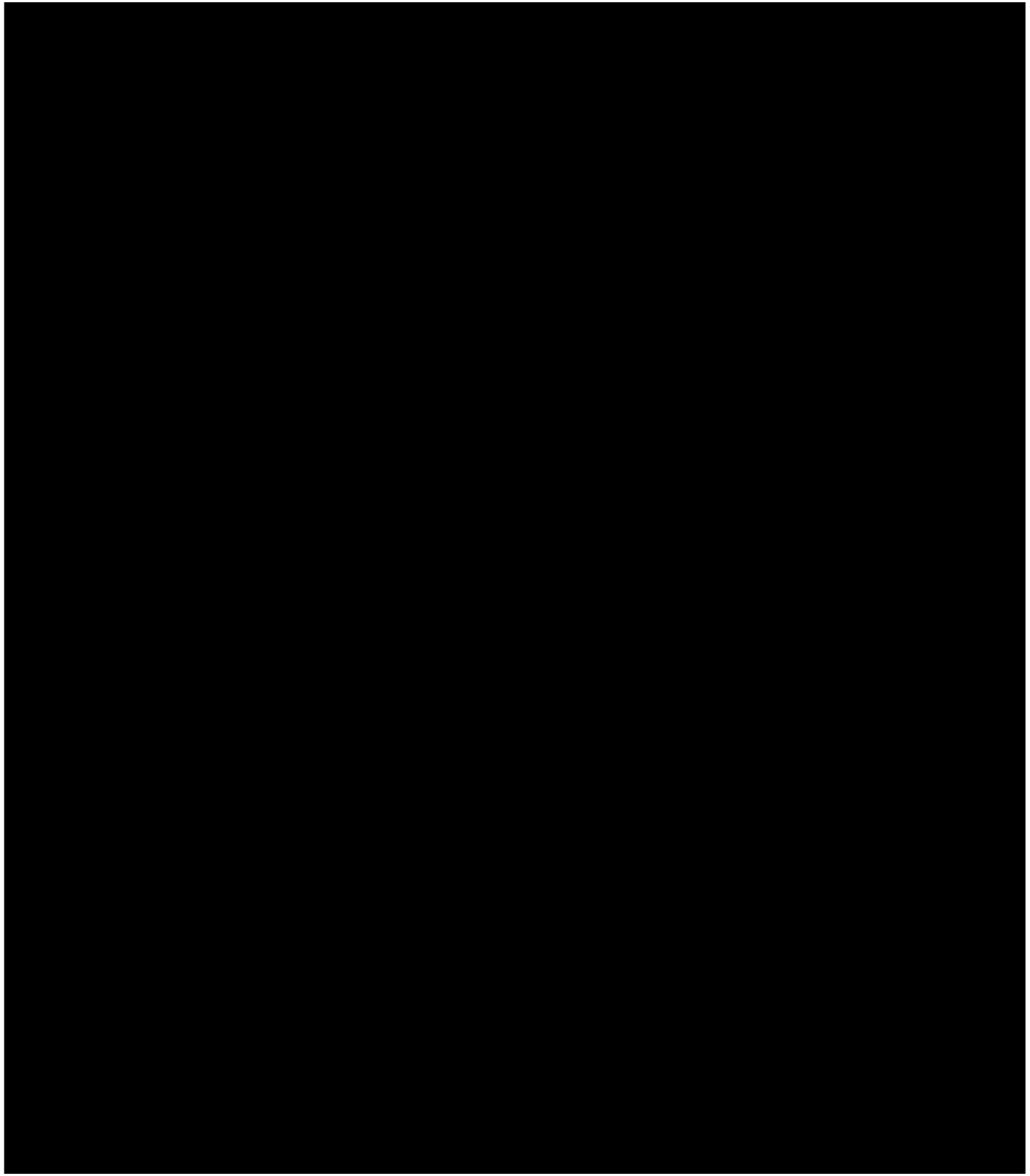
Program

Level 102



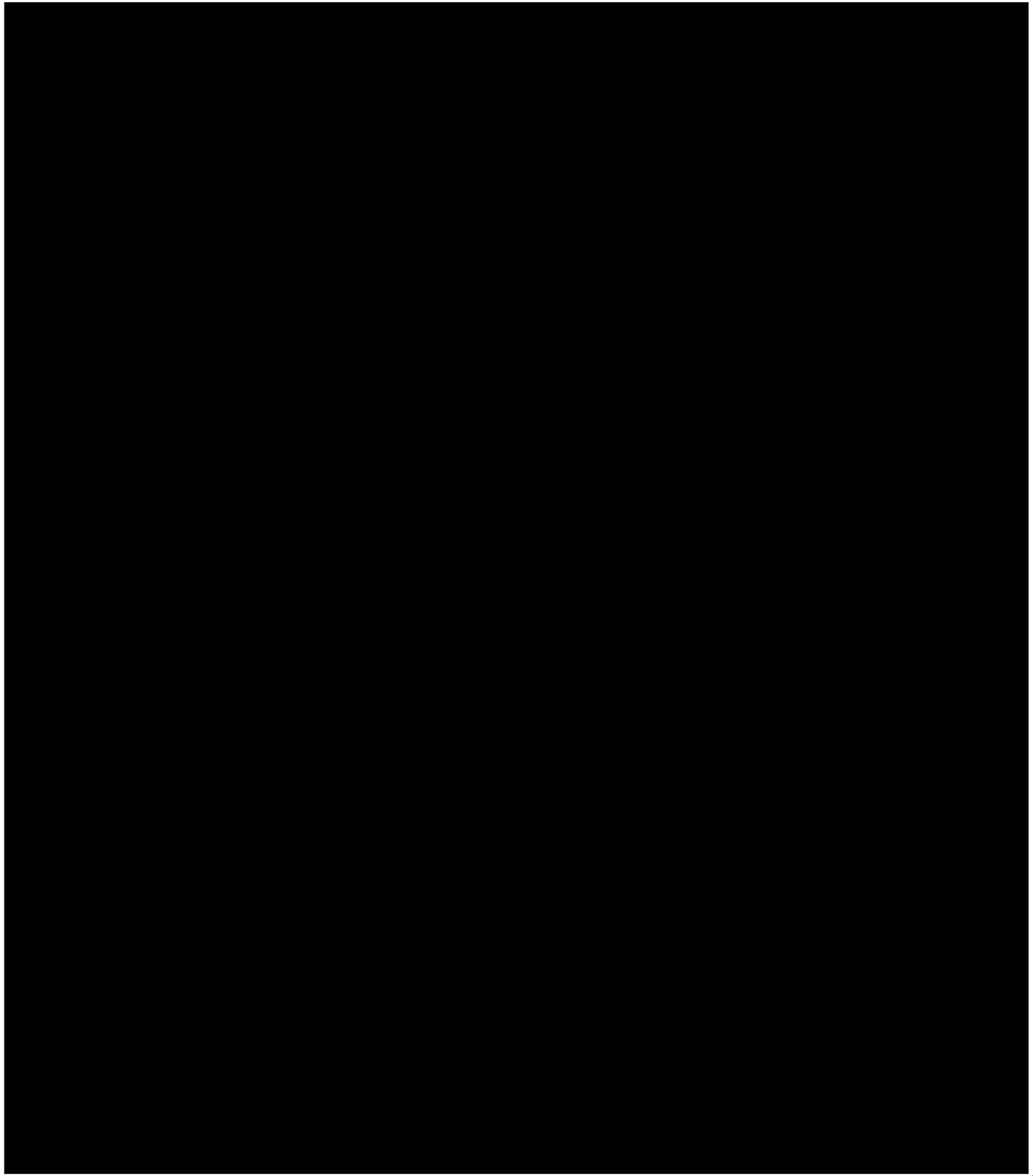
Program

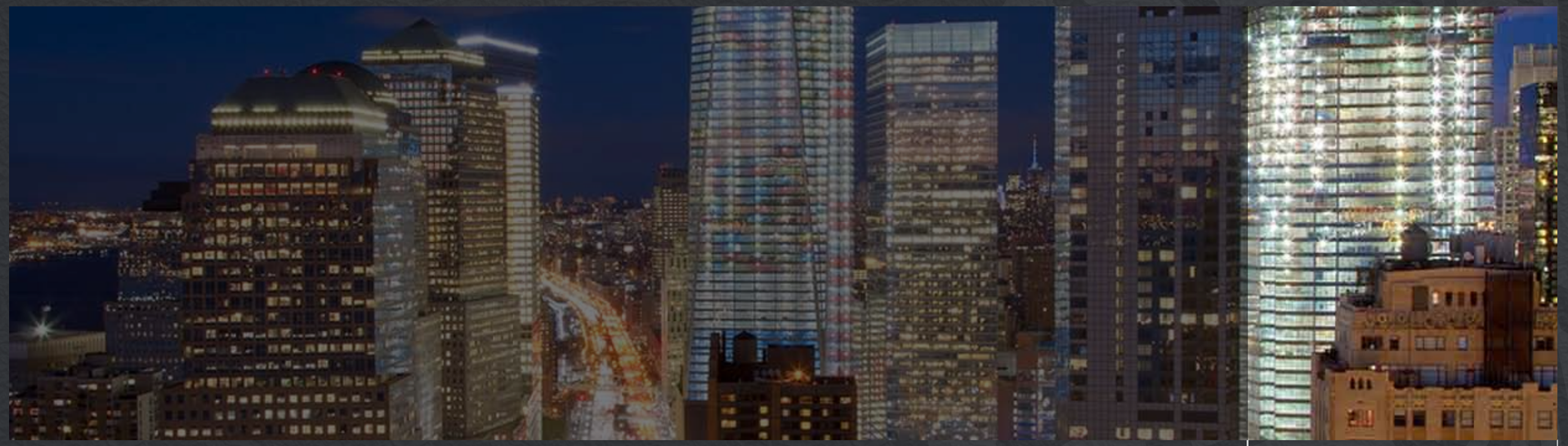
Level 101



Program

Level 100





MARKETING EVALUATION

Executive Summary

Despite the September 11 terrorist attacks and the recent global economic crisis, tourism in New York City has continued to grow. According to NYC & Company, New York City's official marketing, tourism and partnership organization, approximately 48.8 million international and domestic visitors explored New York City's museums, attractions, restaurants, hotels, theaters, entertainment and shopping in 2010, an increase of 7.0% over 2009. The following table highlights the number of domestic and international visitors to New York City from 2001 – 2010:

Total Visitors to New York City (millions)

Year	Domestic	International	Total
2001	29.5	5.7	35.2
2002	30.2	5.1	35.3
2003	33.0	4.8	37.8
2004	33.8	6.2	39.9
2005	35.8	6.8	42.6
2006	36.5	7.3	43.8
2007	37.1	8.8	46.0
2008	37.5	9.5	47.0
2009	37.0	8.6	45.6
2010	39.0	9.7	48.7

There were 39.1 million domestic visitors in 2010, an increase of 5.7% over 2009; meanwhile, there were 9.7 million international visitors in 2010, an increase of 12.8% over 2009. The number of total visitors to New York has increased approximately 38.4% since 2001, or an average of 3.3% annually. Direct visitor spending totaled approximately $31.5 billion in 2010, an increase of 11.2% over 2009. Direct visitor spending has increased approximately 70.4% since 2001, or an average of 5.4% annually.

The operations of the proposed One World Trade Center observation deck will be affected, to some degree, by the number and type of New York City attractions that could compete for the limited supply of visitors and entertainment dollars within the marketplace.

Within New York City, there are a variety of existing landmarks and other attractions. The following table highlights some of New York City's most popular attractions in terms of three-year attendance averages and current average ticket price:

Summary of Popular New York City Attractions
(Sorted by Current Average Ticket Price)

Attraction	Three-Year Attendance Average	Current Average Ticket Price
Broadway Theater Productions	12,190,000	**$83.00**
Beacon Theater	261.000	**73.00**
Radio City Christmas Spectacular	1,026,000	**71.00**
Radio City Music Hall Shows (Excl. Radio City Christmas Spectacular)	513,000	**69.00**
Theater at Madison Square Garden	376,000	**59.00**
New York Yankees / Yankee Stadium	3,713,000	**59.00**
Bodies: The Exhibition	n/a	**25.00**
Empire State Building	3,500,000	**20.00**
Statue of Liberty / Ellis Island	3,804,000	**16.00**
Top of the Rock	2,500,000	**15.00**
Metropolitan Museum of Art	5,180,000	**11.00**
Central Park	36,000,000	**n/a**

Based on a comprehensive study of New York City landmarks and attractions, an analysis of growth trends and visitor spending in New York City's tourism industry, an understanding of the World Trade Center's position as a major tourist attraction prior to September 11, as well as the likely iconic status of the new One World Trade Center, it is reasonable to project that an average ticket price of $25, net of all taxes and discounts, is supportable at the new One World Trade Center observation deck upon opening in 2015, and that such a landmark could be expected to attract approximately 3 million to 5 million visitors annually.

Within New York City, there are a variety of existing landmarks and other attractions.

Existing landmarks and other attractions within the New York City market include but may not be limited to:

Landmarks:

- Empire State Building;
- GE Building / Top of the Rock;
- Ellis Island / Statue of Liberty;
- Central Park; and,
- Times Square.

Other Attractions:

- Metropolitan Museum of Art;
- Broadway theatre productions;
- Radio City Christmas Spectacular at Radio City Music Hall;
- Other Family Shows at Radio City Music Hall;
- Family Shows at the Theater at Madison Square Garden;
- Family Shows at the Beacon Theatre; and,
- Circle Line Sightseeing Cruises.

The remainder of this section provides an overview of the New York City landmarks and other attractions listed above.

(Note: All ticket prices are net of taxes and discounts, except where noted.)

Statue of Liberty / Ellis Island

Year	Attendance	Ticket Price
2009	3,829,483	$16.00
2010	3,833,288	16.00
2011	3,749,982	16.00
3-Year Average	**3,804,251**	**$16.00**

Source: U.S. National Parks Service, Statue Cruises, and LSM research.

Empire State Building

Year	Attendance	Ticket Price
2009	3,500,000	$20.00
2010	3,500,000	20.00
2011	3,500,000	20.00
3-Year Average	**3,500,000**	**$20.00**

Source: New York Times and LSM research.

Central Park

Year	Attendance	Ticket Price
2009	35,000,000	n/a
2010	35,000,000	n/a
2011	38,000,000	n/a
3-Year Average	**36,000,000**	**n/a**

Source: Central Park Conservancy.

Top of the Rock

Year	Attendance	Ticket Price
2009	2,500,000	$15.00
2010	2,500,000	15.00
2011	2,500,000	15.00
3-Year Average	**2,500,000**	**$15.00**

Source: New York Times and LSM research.

Beacon Theatre

Year	Attendance	Ticket Price
2009	317,123	$72.00
2010	100,670	91.00
2011	365,393	68.00
3-Year Average	**261,062**	**$73.00**

Source: Pollstar. Average ticket price is gross.

Metropolitan Museum of Art

Year	Attendance	Ticket Price [1]
2009	4,700,000	$11.00
2010	5,240,000	10.00
2011	5,600,000	10.00
3-Year Average	**5,180,000**	**$11.00**

(1) Revenue from memberships and admissions, divided by attendance.

Source: Metropolitan Museum of Art Annual Reports.

Theater at Madison Square Garden

Year	Attendance	Ticket Price
2009	463,781	$64.00
2010	430,471	58.00
2011	234,257	50.00
3-Year Average	**376,170**	**$59.00**

Source: Pollstar. Average ticket price is gross.

Broadway Theatre Productions

Year	Attendance	Ticket Price
2009	12,150,000	$78.00
2010	11,890,000	86.00
2011	12,530,000	86.00
3-Year Average	**12,190,000**	**$83.00**

Source: The Broadway League.

Radio City Music Hall (All Events)

Year	Attendance	Ticket Price
2009	1,293,404	$67.00
2010	1,477,932	68.00
2011	1,845,438	74.00
3-Year Average	**1,538,925**	**$70.00**

Source: Pollstar. Average ticket price is gross.

New York Yankees / Yankee Stadium

Year	Attendance	Ticket Price
2009	3,719,358	$73.00
2010	3,765,807	52.00
2011	3,653,680	52.00
3-Year Average	**3,712,948**	**$59.00**

Source: Baseball-Reference.com, Team Marketing Report.

Radio City Christmas Spectacular

Year	Attendance	Ticket Price
2009	988,747	$69.00
2010	1,011,088	69.00
2011	1,079,188	74.00
3-Year Average	**1,026,341**	**$71.00**

Source: Pollstar. Average ticket price is gross.

Radio City Music Hall (Excl. Christmas Spectacular)

Year	Attendance	Ticket Price
2009	304,657	$62.00
2010	466,844	63.00
2011	766,250	74.00
3-Year Average	**512,584**	**$69.00**

Source: Pollstar. Average ticket price is gross.

Bodies: The Exhibition

Year	Attendance	Ticket Price
2009	n/a	n/a
2010	n/a	n/a
2011	n/a	25.00
3-Year Average	**n/a**	**$25.00**

Source: bodiestheexhibition.com.

Empire State Building

The Empire State Building is a 102-story landmark skyscraper and American cultural icon at the intersection of Fifth Avenue and West 34th Street. It has a roof height of 1,250 feet, and with its antenna spire included, it stands a total of 1,454 feet high. It stood as the world's tallest building for 40 years, from its completion in 1931 until construction of the World Trade Center's North Tower was completed in 1972. Following the September 11 attacks in 2001, the Empire State Building was again the tallest building in New York (although it was no longer the tallest in the world). Once the new One World Trade Center is completed, the Empire State Building will once again be demoted to second-tallest building in New York.

The Empire State Building is designed in the distinctive Art Deco style, and has been named by the American Society of Civil Engineers as one of the Seven Wonders of the Modern World. The building and its street floor interior are designated landmarks of the New York City Landmarks Preservation Commission, and confirmed by the New York City Board of Estimate. It was designated as a National Historic Landmark in 1986. In 2007, it was ranked number one on the List of America's Favorite Architecture according to the American Institute of Architects (AIA). The building is owned and managed by W&H Properties.

The Empire State Building is currently the third-tallest skyscraper in the United States (after the Willis Tower and Trump International Hotel and Tower, both in Chicago), and the 15th-tallest in the world. It is also the fourth-tallest freestanding structure in the Americas. The Empire State Building is currently undergoing a $550 million renovation, with $120 million spent in an effort to transform the building into a more energy-efficient and eco-friendly structure.

A prospectus recently distributed to partners in the property as part of a proposal to create a $5 billion publicly traded company featuring the building revealed that the Empire State Building observation decks attract approximately 4 million visitors annually and generate an estimated $60 million in net revenue annually.

The observation decks at the Empire State Building are open daily, 365 days/year, from 8 a.m. to 2 a.m. Admission to the Empire State Building's main observation deck on the 86th floor costs $22 for adults, $20 for seniors and $16 for children. An express admission, which allows visitors to skip all the lines on the way to the observation deck and get there faster, costs $45 for all visitors. Tickets for the main observation deck (86th floor) plus the top deck (102nd floor) costs $37 for adults, $35 for seniors and $31 for children. An express admission for the main observation deck plus the top deck costs $60 for all visitors.

Additionally, visitors can access the Empire State Building observation decks with an NY CityPASS or the New York Pass. The NY CityPASS gives cardholders access to the Empire State Building, the American Museum of Natural History, the Metropolitan Museum of Art, the Museum of Modern Art (MOMA), the choice of either Guggenheim Museum or Top of the Rock, and the choice of either the Statue of Liberty and Ellis Island or Circle Line Cruise. CityPASS is valid for 9 days from first day of use and costs $89 for adults and $64 for youths.

The New York Pass gives cardholders access to not only the Empire State Building but also 70 other New York City attractions. A one-day pass is $80 for adults and $60 for children; a two-day pass is $130 for adults and $110 for children; a three-day pass is $140 for adults and $115 for children; and a seven-day pass is $185 for adults and $140 for children.

The proposed One World Trade Center observation deck is expected to directly compete with the Empire State Building for visitors and entertainment dollars in the marketplace.

GE Building / Top of the Rock

The GE Building is a skyscraper that forms the centerpiece of Rockefeller Center in the Midtown Manhattan section of New York. Known as the RCA Building until 1988, it is most famous for housing the headquarters of the television network NBC. At 850-feet tall, the 70-story building is the 10th-tallest building in New York City and the 33rd-tallest in the United States. Some of the building's nicknames include The Slab and 30 Rock. The latter is derived from its address, which is at 30 Rockefeller Plaza.

The building is well known for housing the headquarters of NBC and the New York facilities of NBC Studios. In 1996, NBC bought the 1,600,000-sq. ft. of space it had leased since 1933. The purchase allowed the company to introduce new technologies and renovate the space; it also gave them options to renew the lease on the Today Show studios, broadcast from a nearby building, 10 Rockefeller Plaza. NBC owns floors 1 – 30 and 50 – 59. The office of Jack Welch, former chairman and CEO of General Electric, is located on the 51st floor of the GE Building.

The observation deck atop the skyscraper, dubbed "Top of the Rock," reopened to the public on November 1, 2005, after undergoing a $75-million renovation. It had been closed since 1986 to accommodate the renovation of the Rainbow Room. The deck, which is built to resemble the deck of an ocean liner, offers sightseers a bird's eye view of the city, competing with the 86th floor observatory of the Empire State Building. It is often considered the best panoramic city view, if only because it offers a view of the aforementioned Empire State Building, which obviously cannot be seen from its own observation deck.

Admission to Top of the Rock is $25 for adults, $23 for seniors and $16 for children. Visitors can also purchase a sunrise/sunset ticket that allows them to visit twice in one day; this costs $38 for adults/seniors and $20 for children. Visitors also have the option of paying a premium to purchase a timed ticket to avoid lines. In addition, visitors can take a tour of Rock Center for $15. The tour touches upon works of art and architecture in the Center's buildings and gardens. Tours are hourly beginning at 10 a.m. each morning, seven days a week.

According to a December 24, 2011 article in the New York Times, Top of the Rock now generates 2.5 million visitors a year and a $25-million profit.

The proposed One World Trade Center observation deck is expected to directly compete with Top of the Rock for visitors and entertainment dollars in the marketplace.

Ellis Island / Statue of Liberty

Ellis Island is an island in New York harbor that was the gateway for millions of immigrants to the United States and was the nation's busiest immigrant inspection station from 1892 until 1954. The island was made part of the Statue of Liberty National Monument in 1965, and has hosted a museum of immigration since 1990.

The Statue of Liberty was a gift of friendship from the people of France to the people of the United States and is a universal symbol of freedom and democracy. The Statue of Liberty was dedicated on October 28, 1886, designated as a National Monument in 1924 and restored for her centennial on July 4, 1986.

Visitors can only get to Ellis and Liberty Islands by way of ferry concessionaire Statue Cruises. The ferry transportation fee is $13 for adults, $10 for seniors and $5 for children. Access to the Ellis Island Immigration Museum and the grounds surrounding the main building is free.

Liberty and Ellis Islands are open daily except for December 25; however, weather can influence the ability of the ferries to run. The highest visitation to the island occurs during the months of June through September. Visitation is also during holiday and weekend periods throughout the year.

The two attractions have hosted more than 144 million visitors dating back to the 1930s, with a record high of 5.5 million visitors in 2000. The islands attracted more than 3.7 million visitors in 2011, down approximately 2.2% from 2010 but roughly 3.9% higher than the 10-year average of 3.6 visitors per year.

The proposed One World Trade Center observation deck is expected to directly compete with Ellis Island and the Statue of Liberty for visitors and entertainment dollars in the marketplace.

Central Park

Central Park is a public park at the center of Manhattan in New York City. The park initially opened in 1857, on 843 acres of city-owned land. In 1858, Frederick Law Olmsted and Calvert Vaux won a design competition to improve and expand the park. Construction began the same year, continued during the American Civil War, and was completed in 1873.

Designated a National Historic Landmark in 1963, the park is currently managed by the Central Park Conservancy under contract with the city government. The Conservancy is a nonprofit organization that contributes 85% of Central Park's $37.4-million dollar annual budget, and employs 80% of the park's maintenance staff.

While planting and land form in much of the park appear natural, it is in fact almost entirely landscaped. The park contains several natural-looking lakes and ponds that have been created artificially; extensive walking tracks; bridle paths; two ice-skating rinks (one of which is a swimming pool in July and August); the Central Park Zoo; the Central Park Conservatory Garden; a wildlife sanctuary; a large area of natural woods; a 106-acre billion-gallon reservoir with an encircling running track; and an outdoor amphitheater, the Delacorte Theater, which hosts the "Shakespeare in the Park" summer festivals.

Indoor attractions include Belvedere Castle with its nature center, the Swedish Cottage Marionette Theatre, and the historic Carousel. In addition, there are seven major lawns — the "meadows" — and many minor grassy areas; some of them are used for informal or team sports and some set aside as quiet areas. There are a number of enclosed playgrounds for children.

The six miles of drives within the park are used by joggers, bicyclists, skateboarders, and inline skaters, especially when automobile traffic is prohibited, on weekends and in the evenings after 7 p.m.

The real estate value of Central Park was estimated by the property appraisal firm, Miller Samuel, to be nearly $529 billion in December 2005.

The proposed One World Trade Center observation deck is expected to compete to some degree with Central Park for visitors and entertainment dollars in the marketplace.

Times Square

Times Square is a major commercial intersection in Midtown Manhattan, at the junction of Broadway and Seventh Avenue and stretching from West 42nd to West 47th Streets. Sometimes referred to as "The Crossroads of the World" and the "The Great White Way," Times Square is the brightly illuminated hub of the Broadway theater district, one of the world's busiest pedestrian intersections, and a major center of the world's entertainment industry. According to Travel + Leisure magazine's October 2011 survey, Times Square is the world's most visited tourist attraction, bringing in more than 39 million visitors annually.

Formerly named Longacre Square, Times Square was renamed in April 1904 after The New York Times moved its headquarters to the newly erected Times Building, which is now called One Times Square and is the site of the annual ball drop on New Year's Eve.

The northern triangle of Times Square is technically Duffy Square, dedicated in 1937 to Chaplain Francis P. Duffy of New York City's "Fighting 69th" Infantry Regiment; a memorial to Duffy is located there, along with a statue of George M. Cohan, and the TKTS discount theatre tickets booth. The stepped red roof of the TKTS booth also provides seating for various events. The Duffy Statue and the square were listed on the National Register of Historic Places in 2001.

Times Square is the site of the annual New Year's Eve ball drop. On December 31, 1907, a ball signifying New Year's Day was first dropped at Times Square, and the Square has held the main New Year's celebration in New York City ever since.

Today, Countdown Entertainment and One Times Square handle the New Year's Eve event in conjunction with the Times Square Alliance. A new energy-efficient LED ball, celebrating the centennial of the ball drop, debuted for the arrival of 2008. The ball has become a permanent installation as a year-round attraction, being used for celebrations such as Valentine's Day and Halloween. On average, about 1 million revelers crowd Times Square for the New Year's Eve celebrations. For the millennium celebration on December 31, 1999, published reports stated approximately 2 million people overflowed Times Square, flowing from 6th Avenue to 8th Avenue and all the way back on Broadway and Seventh Avenues to 59th Street, making it the largest gathering in Times Square since August 1945 during celebrations marking the end of World War II.

The proposed One World Trade Center observation deck is expected to compete to some degree with Times Square for visitors and entertainment dollars in the marketplace.

Metropolitan Museum of Art

Established in 1870, the Metropolitan Museum of Art is one of the world's largest art galleries with a permanent collection containing more than two million works. The main building is situated on the eastern edge of Central Park along Manhattan's "Museum Mile," and a much smaller building known as "The Cloisters" is located in Upper Manhattan.

The Metropolitan Museum of Art was founded by a group of American citizens — businessmen and financiers as well as leading artists and thinkers of the day — who wanted to create a museum to bring art and art education to the American people. In 1880, the Metropolitan Museum moved to its current site in Central Park. The original Gothic-Revival-style building has been greatly expanded in size since then, and the various additions (built as early as 1888) now completely surround the original structure. The present facade and entrance structure along Fifth Avenue were completed in 1926. A comprehensive architectural plan for the Museum approved in 1971 was completed in 1991.

The Metropolitan Museum of Art had an operating surplus of $1.3 million in fiscal year 2011. Total operating revenue was $226.2 million, an increase of $18.3 million or 8.8 percent over fiscal year 2010. Higher earned revenue was partly offset by higher compensation costs and by higher exhibition, publication, and general operating costs (partly matched by higher funding).

Earned revenue in fiscal year 2011 was $83.9 million, $6.5 million or 8.4 percent over fiscal year 2010. This growth is attributable to strength in admissions, membership, and merchandise. Total admissions revenue grew by $1.6 million compared to the prior year, reaching $32.2 million and almost 5.7 million visitors.

Members continued to show strong support for the Museum in fiscal year 2011 with renewal rates ahead of fiscal year 2010, and with a record-setting level of Museum members. Membership income reached $25.5 million, a $1.7 million or 7.1 percent increase over fiscal year 2010. Much of this success is attributable to the Museum's special exhibitions; these started with last summer's "Picasso in The Metropolitan Museum of Art" and "Doug and Mike Starn on the Roof: Big Bambú" and ended with "Alexander McQueen: Savage Beauty."

The proposed One World Trade Center observation deck is expected to compete to some degree with the Metropolitan Museum of Art for visitors and entertainment dollars in the marketplace.

Broadway Theatre Productions

Broadway Theatre, often referred to simply as Broadway, refers to theatrical performances presented in one of the 40 professional theatres with 500 or more seats located in the Theatre District centered along Broadway, and in Lincoln Center, in Manhattan in New York City. Along with London's West End theatre, Broadway theatre is widely considered to represent the highest level of commercial theatre in the English-speaking world. The Broadway Theatre District is a popular tourist attraction in New York.

Attending a Broadway show is a common tourist activity in New York. The TKTS booths sell same-day tickets (and in certain cases next-day matinee tickets) for many Broadway and Off-Broadway shows at a discount of 25%, 35% or 50%. The TKTS booths are located in Duffy Square, Times Square, Lower Manhattan and Brooklyn. This service is run by Theatre Development Fund and makes seeing a show in New York more affordable. Many Broadway theatres also offer special student rates, same-day "rush" or "lottery" tickets, or standing-room tickets to help ensure that their theatres are full and that revenue is maximized.

Although there are now more exceptions than previously, generally shows with open-ended runs have evening performances Tuesday through Saturday with a 7 p.m. or 8 p.m. "curtain" and afternoon "matinée" performances on Wednesday, Saturday and Sunday at 2 p.m., making an eight-performance week. On this schedule, shows do not play on Monday, and the shows and theatres are said to be "dark" on that day.

In recent years, some shows have moved their Tuesday show time an hour earlier to 7 p.m. The rationale for the move was that fewer tourists took in shows midweek, so the Tuesday attendance in particular depends on local audience members. The earlier curtain therefore allows suburban patrons time after a show to get home by a reasonable hour. Some shows, especially those produced by Disney, change their performance schedules fairly frequently, depending on the season, in order to maximize access to their targeted audience.

Most Broadway producers and theatre owners are members of The Broadway League, a trade organization that promotes Broadway theatre as a whole, negotiates contracts with the various theatrical unions and agreements with the guilds, and co-administers the Tony Awards with the American Theatre Wing, a service organization. The majority of Broadway theatres are owned or managed by three organizations: the Shubert Organization, a for-profit arm of the non-profit Shubert Foundation, which owns 17 theatres; The Nederlander Organization, which controls nine theatres; and Jujamcyn, which owns five Broadway houses.

According to statistics made available by The Broadway League, approximately 12.5 million spectators viewed Broadway productions in 2011 compared to an estimated 11.9 million in 2010, an increase of about 5%. Broadway shows sold approximately $1.08 billion worth of tickets in 2011 compared to an estimated $1.02 billion in 2010, an increase of roughly 5.9%. The average ticket price for a Broadway production was approximately $86 in 2011.

The proposed One World Trade Center observation deck is expected to compete to some degree with Broadway Theatre productions for visitors and entertainment dollars in the marketplace.

Radio City Christmas Spectacular

The Radio City Christmas Spectacular is an annual musical holiday stage show at Radio City Music Hall in New York City. The show features more than 140 performers, lavish sets and costumes and an original musical score. The 90-minute revue combines singing, dancing and humor with traditional scenes in spectacular stage settings. The star performers are the women's precision dance troupe known as the Rockettes. Since the first version was presented in 1933, the show has become a New York Christmas tradition seen by more than a million visitors annually.

In 2011, the show ran from November 11 until January 2, 2012. Titled "The Rockettes Magical Journey," the show incorporated into the production new production numbers including a new 3D Live scene as well as new scenes and songs.

One of MSG Entertainment's core properties, the Radio City Christmas Spectacular has been performed at 5,931-seat Radio City Music Hall for 78 years. According to data provided by Pollstar, Inc., the Radio City Christmas Spectacular held 215 shows and sold nearly 1.1 million tickets in 2011, resulting in gross ticket revenue of approximately $79.3 million. The average ticket price was $73.

The proposed One World Trade Center observation deck is expected to compete to some degree with the Radio City Christmas Spectacular — in November and December each year — for visitors and entertainment dollars in the marketplace.

Other Family Shows at Radio City Music Hall

Radio City Music Hall is an entertainment venue located in New York City's Rockefeller Center. Its nickname is the "Showplace of the Nation," and it was for a time the leading tourist destination in the city. Its interior was declared a city landmark in 1978. In addition to hosting the Radio City Christmas Spectacular, Radio City Music Hall also hosts other stage shows, movies, concerts and special events, and the venue has hosted more than 300 million people since its opening in 1932.

Radio City has 5,931 seats for spectators, and additional seating can be placed on the pit elevator during events that do not require that space bringing the seating capacity to over 6,000; it became the largest movie theater in the world at the time of its opening.

Radio City Music Hall is currently leased to and managed by Madison Square Garden, Inc. Movie premieres and feature runs have occasionally taken place there such as the Harry Potter film series, but the focus of the theater throughout the year is now on concerts and live stage shows. The Radio City Christmas Spectacular continues to be an important annual event. The Music Hall has presented most of the leading pop and rock performers of the last 30 years as well as televised events, including the Grammy Awards, the Tony Awards, the MTV Video Music Awards and the NFL Draft.

In 2011, according to data provided by Pollstar, Inc., Radio City Music Hall hosted 405 shows, selling more than 1.8 million tickets and generating $136.1 million in ticket revenue for an average ticket price of nearly $74. Excluding the Radio City Christmas Spectacular, Radio City Music Hall hosted 190 events, attracting 766,250 spectators and generating approximately $56.8 million in ticket revenue for an average ticket price of $74. The top show at Radio City Music Hall in 2011, excluding the Radio City Christmas Spectacular, was Cirque du Soleil's "Zarkana," which held 148 shows and attracted 566,852 spectators, grossing $45.2 million in ticket revenue at an average ticket price of nearly $80.

The proposed One World Trade Center observation deck is expected to compete to some degree with other family shows at Radio City Music Hall for visitors and entertainment dollars in the marketplace.

Family Shows at the Theater at Madison Square Garden

Madison Square Garden, The World's Most Famous Arena, is located in Manhattan on Seventh Avenue between 31st and 33rd Streets. Also located at this site is the Theater at Madison Square Garden, which seats between 2,000 and 5,600 for concerts and can also be used for meetings, stage shows, and graduation ceremonies. The theater at MSG was also the traditional home of the NFL Draft until 2005, when it moved to the Jacob Javits Convention Center after MSG management opposed a new stadium for the New York Jets. It also hosted the NBA Draft from 2001 to 2010. The theater also occasionally hosts major boxing matches on nights when the main arena is unavailable. The fall 1999 Jeopardy! Teen Tournament as well as a Celebrity Jeopardy! competition were held at the theater. In 2004, it was the venue of the Survivor: All Stars finale.

No seat is more than 177 feet from the 30' × 64' stage. The theatre has a relatively low 20-foot ceiling at stage level and all of its seating except for boxes on the two side walls is on one level slanted back from the stage. There is an 8,000-sq. ft. lobby at the theater.

When the current Garden opened in 1968, the theater was known as the Felt Forum, in honor of then president Irving Felt. In the early 1990s, at the bequest of then-owner Paramount Communications, the theater was renamed the Paramount after the Paramount Theatre in Times Square had been converted to an office tower. The theater received its next name of The Theater at Madison Square Garden in the mid-'90s, after Viacom bought Paramount, and sold the MSG properties. In 2007, the theater was renamed the WaMu Theater at Madison Square Garden, due to a naming rights deal with Washington Mutual. After Washington Mutual's failure in 2009, the name reverted to The Theater at Madison Square Garden.

In 2011, according to data provided by Pollstar, Inc., the Theater at Madison Square Garden held 71 shows and sold 234,257 tickets, grossing $11.7 million in ticket revenue for an average ticket price of approximately $50. The top family show was "Cathy Rigby Is Peter Pan," which held 32 shows in December, attracting 113,685 spectators and grossing $6,127,985 in ticket revenue at an average ticket price of approximately $54.

The proposed One World Trade Center observation deck is expected to compete to some degree with family shows at the Theater at Madison Square Garden for visitors and entertainment dollars in the marketplace.

Family Shows at Beacon Theatre

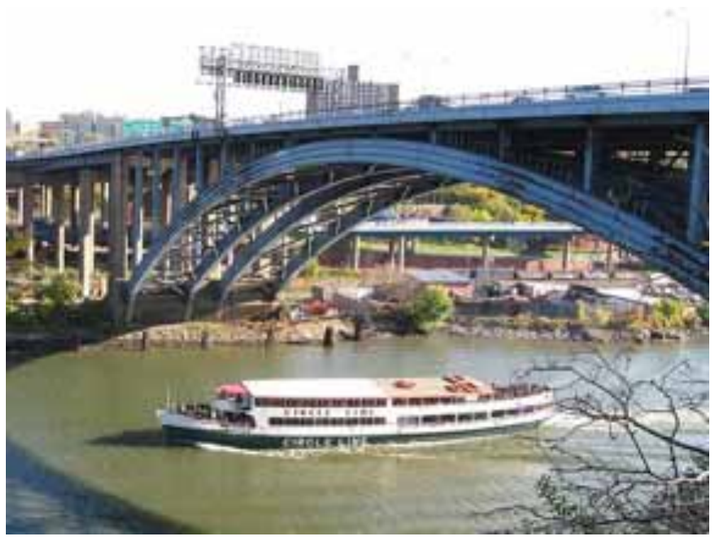
The Beacon Theatre is a historic New York City theater on upper Broadway in Manhattan. A 2,894-seat, three-tiered movie palace, it was designed by Chicago architect Walter W. Ahlschlager and opened in 1929 for motion pictures and vaudeville. Today, it is one of New York's leading live music and entertainment venues, and controlled by Madison Square Garden, Inc. The theater was the site of the 2011 Tony Awards, which were broadcasted on CBS.

In 1979, the Beacon was designated a New York landmark building by the NYC Landmarks Preservation Commission and a national landmark on the National Register of Historic Places. Over its history, the Beacon has been a venerable rock and roll room for some of the greatest names in music, including the Allman Brothers, Steely Dan, Elton John and Elvis Costello. The Beacon has also staged operatic events, including Madame Butterfly in 1988, and has hosted numerous luminaries, including His Holiness the Dalai Lama in 1999 and 2009, and President Bill Clinton in 2006, when the Rolling Stones played a private concert in honor of his 60th birthday.

In August 2008, the Beacon shut down for seven months to undergo a $17-million restoration project to return the theater to its original 1929 grandeur. The restoration of the Beacon focused on all historic, interior public spaces of the building, backstage and back-of-house areas, and was based on extensive historic research, as well as detailed, on-site examination of original, decorative painting techniques that had been covered by decades-old layers of paint. The Beacon Theatre has won several architectural awards recognizing its outstanding restoration. The widely acclaimed, comprehensive restoration was similar to our restoration of Radio City Music Hall, and reflects our commitment to New York City, which we believe should have the world's most iconic venues that provide unforgettable experiences for millions of patrons every year.

In 2011, according to data provided by Pollstar, Inc., the Beacon Theatre hosted 148 shows and sold 365,393 tickets, grossing approximately $24.7 million in ticket revenue for an average ticket price of $68. The Beacon Theatre was the fourth-highest grossing entertainment venue of its size in the world, based on Billboard Magazine's 2011 midyear rankings.

The proposed One World Trade Center observation deck is expected to compete to some degree with family shows at the Beacon Theatre for visitors and entertainment dollars in the marketplace.



Circle Line Sightseeing Cruises

Circle Line Sightseeing Cruises is a sightseeing ferry operation based at Pier 83 in Manhattan with ferries that circle Manhattan.

Construction of the Harlem Ship Canal in 1905 made circumnavigation of Manhattan possible. The first regularly scheduled trip, dubbed the "Tourist," began in 1908 and was captained by John Roberts.

In 1945, Frank Barry, Joe Moran and other partners merged several sightseeing boats to form the Circle Line operating out of Battery Park. In 1955, Circle Line began operating at its current Pier 83 location. In 1962, it bought the Hudson River Day Line. In 1988, Circle Line acquired World Yachts, Inc., operating upscale dining cruises from Chelsea Piers. In 1998, Circle Line launched The Beast, a speedboat ride that goes 45 mph and takes tourists around the Statue of Liberty.

Circle Line Sightseeing Cruises has hosted more than 60 million passengers in New York City and currently offers five different sightseeing options.

The Full Island Cruise is a three-hour cruise that is Circle Line's most popular year-round cruise, allowing passengers a view of more than 101 city sights, including a close-up of the Statue of Liberty; admission is $38 for adults, $33 for seniors and $25 for children.

The Semi-Circle Cruise sets sail on a two-hour cruise down the Hudson offering a stunning panoramic of the famed New York skyline and a close-up view of the Statue of Liberty; admission is $34 for adults, $30 for seniors and $23 for children.

The Liberty Cruise is a 75-minute cruise that includes a trip down the Hudson River to the Statue of Liberty and back, viewing such sights as Ellis Island, the immigration center, the rising Freedom Tower and the World Financial Center; admission is $27 for adults, $24 for seniors and $19 for children.

The Harbor Lights Evening Cruise sails on the same route as the Semi-Circle Cruise — down the Hudson, around the Battery, up the East River, and back to the 42nd Street Circle Line pier — as the sun sets. Admission is $34 for adults, $30 for seniors and $23 for children.

The Beast, introduced in 1998, is a custom-built 70-foot offshore racing powerboat that takes passengers on a 45 mph ride down to the Statue of Liberty; admission is $26 for adults and seniors and $20 for children.

The proposed One World Trade Center observation deck is expected to directly compete with Circle Line Sightseeing Cruises for visitors and entertainment dollars in the marketplace.

Bodies... The Exhibition

Bodies... The Exhibition is an exhibition showcasing preserved human bodies dissected to display bodily systems. It opened in Tampa, Fla., in 2005. It is similar to, though not affiliated with, the exhibition Body Worlds (which opened in 1995). Bodies New York is located at The South Street Seaport, Pier 17 in downtown New York.

The show is operated by Premier Exhibitions, which presents and promotes similar exhibits, including "Bodies Revealed" and "Our Body: The Universe Within," among other entertainment exhibits. Bodies... The Exhibition has made numerous stops in major cities throughout North America. Presently, there are exhibitions in New York, Atlanta and Las Vegas.

Ticket prices in New York are $28.85 for adults, $24.50 for seniors and $22.32 for children.

New York Yankees / Yankee Stadium

The New York Yankees are a professional baseball team based in the Bronx, New York, and compete in the American League's East Division. The Yankees have won 27 World Series championships and 40 American League pennants, both major league records. From 1923 to 2008, the Yankees played at Yankee Stadium, famously known as "The House That Ruth Built"; in 2009, they moved across the street into a new ballpark, also called Yankee Stadium. Much of the 50,291-seat stadium incorporates design elements from the previous Yankee Stadium, paying homage to the Yankees' history.

The Yankees play 81 home games during the regular season, which runs from April through September. Playoffs are held in October with the World Series usually wrapping up by the end of the month. The Yankees have led the majors in attendance in each of their three seasons at the new Yankee Stadium, attracting approximately 3.7 million fans each season.

According to Team Marketing Report, the average ticket price for a Yankees game is approximately $52.

Pricing Recommendation

Based on a comprehensive study of New York City landmarks and attractions, an analysis of growth trends and visitor spending in New York City's tourism industry, an understanding of the World Trade Center's position as a major tourist attraction prior to September 11, as well as the likely iconic status of the new One World Trade Center, it is reasonable to project that an average ticket price of $25, net of all taxes and discounts, is supportable at the new One World Trade Center observation deck, and that such a landmark could be expected to attract approximately 3 million to 5 million visitors annually.

ONE WORLD OBSERVATORY

SEE FOREVER

LEGENDS

Hospitality, LLC

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APPENDIX

One WTC Observation Deck Development and Management RFP

Legends Hospitality, LLC

ATTACHMENT A: AGREEMENT ON TERMS OF DISCUSSION

Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

Legends Hospitality, LLC

(Company)

(Signature)

Chief Financial Officer

(Title)

4/25/12

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE.

ATTACHMENT B: NON-DISCLOSURE AGREEMENTS

Exhibit A and B WTC NDA

Name	Affiliation	Exhibit	Signed	Sent to PA
Andrew H. Choi	Ace Commercial	A		
Andrew H. Choi	Ace Commercial	B		
Jorge Gallaga	Ace Commercial	A		
Juan Garcia	Ace Commercial	A		
Luis Gutierrez	Ace Commercial	A		
Jenny Han	Ace Commercial	A		
Justin Kim	Ace Commercial	A		
Jeff Morgan	Ace Commercial	A		
Tommy Nam	Ace Commercial	A		
Frank Nishimura	Ace Commercial	A		
Gabriel Reyes	Ace Commercial	A		
Jose Reyes	Ace Commercial	A		
Ozzie Vilalobos	Ace Commercial	A		
Brandon Downing	C&G Advisors	A	4/2/12	4/5/12
Keith Helmetag	C&G Advisors	A	4/2/12	4/5/12
Keith Helmetag	C&G Advisors	B	3/12/12	4/5/12
Kendall Tynes	C&G Advisors	A	4/2/12	4/5/12
Thomas Dempsey	Independent contractor	B	2/17/12	2/28/12
Thomas Dempsey	Independent contractor	A	2/26/12	2/28/12
Mike Bisceglia	JRM Construction Mgmt	A	3/29/12	4/4/12
Jim Connolly	JRM Construction Mgmt	A	3/29/12	4/4/12
Cathi Gaglione	JRM Construction Mgmt	A	3/29/12	4/4/12
David B. McWilliams	JRM Construction Mgmt	A	3/29/12	4/4/12
David G. McWilliams	JRM Construction Mgmt	A	3/29/12	4/4/12
David G. McWilliams	JRM Construction Mgmt	B	3/29/12	4/4/12
Ramesh Patel	JRM Construction Mgmt	A	3/29/12	4/4/12
Marc Reissman	JRM Construction Mgmt	A	3/29/12	4/4/12
Dan Robertson	JRM Construction Mgmt	A	3/29/12	4/4/12
Debbie Roig	JRM Construction Mgmt	A	3/29/12	4/4/12
Joseph Romano	JRM Construction Mgmt	A	3/29/12	4/4/12
Christopher Whitley	JRM Construction Mgmt	A	3/29/12	4/4/12
Michael Bekolay	LH	A	2/13/12	2/17/12
David Checketts	LH	A	2/13/12	2/17/12
Chad Estis	LH	A	2/13/12	2/17/12
Amy Ficke	LH	A	2/13/12	2/17/12
Clare Gluck	LH	A	2/15/12	2/17/12
Marty Greenspun	LH	A	2/13/12	2/17/12
Eric Habermas	LH	A	3/5/12	3/7/12
David Hammer	LH	A	2/13/12	2/17/12
Karen Monteros	LH	A	2/13/12	2/17/12
Jon Muscalo	LH	A	2/13/12	2/17/12
Michael Ondrejko	LH	A	2/13/12	2/17/12
Michael Phillips	LH	A	2/13/12	2/17/12
Mark Pizzariello	LH	A	2/13/12	2/17/12

Bill Rhoda	LH	A	2/21/12	2/23/12
Dan Smith	LH	A	2/13/12	2/17/12
Jonathan Tavill	LH	A	2/13/12	2/17/12
Michael Tully	LH	A	2/15/12	2/17/12
Rachel Wolfe	LH	A	2/13/12	2/17/12
Steven Andersen	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Shauna Dack	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Richard DeMarco	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Jason Gottlieb	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Daniel Montroy	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Daniel Montroy	Montroy Anderson DeMarco	B	3/6/12	3/7/12
Dae Young Moon	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Tanya Naumova	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Daniel Terebelo	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Ajay Waghmare	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Maurice Walden	Montroy Anderson DeMarco	A	3/6/12	3/7/12
Christopher Heugle	MSA Security	A	4/10/12	4/12/12
Kenneth McGuire	MSA Security	A	4/9/12	4/12/12
Keith Mulcahy	MSA Security	A	4/9/12	4/12/12
Keith Mulcahy	MSA Security	B	4/9/12	4/12/12
Carlos Alfaro	Scenic Highlights	A	4/19/12	
Marikaye Arensberg	Scenic Highlights	A	4/19/12	
Chris Barnes	Scenic Highlights	A	4/19/12	
Bob Cox	Scenic Highlights	A	4/19/12	
Bob Cox	Scenic Highlights	B	4/19/12	
Kassim Juarez	Scenic Highlights	A	4/19/12	
Adam Lindsey	Scenic Highlights	A	4/19/12	
James McDougald	Scenic Highlights	A	4/19/12	
Marianna Wnorowski	Scenic Highlights	A	4/19/12	
Eric Gelfand	SCP	A	2/21/12	2/23/12
David Kerschner	SCP	A	2/22/12	2/23/12
David Kerschner	SCP	B	2/15/12	2/17/12
Matthew Adams	The Hettema Group	A	3/7/12	3/9/12
Emily Aiken	The Hettema Group	A	3/7/12	3/9/12
Diana Cimadamore	The Hettema Group	A	2/29/12	3/7/12
Seth Cover	The Hettema Group	A	2/29/12	3/7/12
Corinne Cunningham	The Hettema Group	A	2/29/12	3/7/12
Laura Garrett	The Hettema Group	A	2/29/12	3/7/12
Phil Hettema	The Hettema Group	A	3/5/12	3/7/12
Phil Hettema	The Hettema Group	B	3/5/12	3/7/12
Isabel Hunter	The Hettema Group	A	2/29/12	3/7/12
John Kasperowicz	The Hettema Group	A	2/29/12	3/7/12
Margaret Kerrison	The Hettema Group	A	3/7/12	3/12/12
Byron Lee	The Hettema Group	A	4/5/12	4/5/12
Benjamin Lein	The Hettema Group	A	3/7/12	3/14/12

Heather Lindquist	The Hettema Group	A	3/7/12	3/9/12
Erik Neergaard	The Hettema Group	A	3/9/12	3/12/12
Larry Nelson	The Hettema Group	A	3/13/12	3/14/12
Judd Nissen	The Hettema Group	A	3/7/12	3/9/12
Marissa Parr	The Hettema Group	A	3/7/12	3/8/12
Anthony Pruett	The Hettema Group	A	2/29/12	3/7/12
Mark Ramos	The Hettema Group	A	2/29/12	3/7/12
Jodi Roberdes	The Hettema Group	A	3/7/12	3/14/12
Jeff Rosen	The Hettema Group	A	2/29/12	3/7/12
Deb Saale	The Hettema Group	A	2/29/12	3/7/12
Rob Severns	The Hettema Group	A		
Keith Sneider	The Hettema Group	A	2/29/12	3/7/12
Susan Spence	The Hettema Group	A	3/7/12	3/9/12
Gus Stone	The Hettema Group	A	3/21/12	3/23/12
Constance Delzeith	The Warren Group	A		
Nicholas Fierro	The Warren Group	A		
Edgar Mota Garcia	The Warren Group	A		
Daniel Garivay	The Warren Group	A		
Barrett Hamilton	The Warren Group	A		
Nick Lindsey	The Warren Group	A		
Froilan Mercado	The Warren Group	A		
Jeff Morgan	The Warren Group	A		
Luis Ortega	The Warren Group	A		
Raul Reynoso	The Warren Group	A		
Jose Romero	The Warren Group	A		
Mark Song	The Warren Group	A		
Jim Watts	The Warren Group	A		
Jim Watts	The Warren Group	B		
Kimberly Wheeler	The Warren Group	A		
Rafel Zamora	The Warren Group	A		
Dan Beckwith	Wells Fargo	A	4/17/12	4/18/12
Lynn Culbreath	Wells Fargo	A	4/17/12	4/18/12
Lynn Culbreath	Wells Fargo	B	4/17/12	4/18/12
John Watts	Wells Fargo	A	4/17/12	4/18/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Andrew H. Choi ("**Related Party**"), am employed as a(n) COO by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Andrew H. Choi

Date: 4/25/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Andrew H. Choi, is the COO of Ace Commercial, Inc, a California corporation ("**Related Party**"), located at 10310 Pioneer Boulevard, Santa Fe Springs, California 90670, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of production of proposal documents in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed:

Print Name: Andrew H. Choi

Date: 4/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jorge Gallaga ("**Related Party**"), am employed as a(n) Bindery by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Jorge Gallaga

Print Name: Jorge Gallaga

Date: 4-26-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Juan Garcia ("**Related Party**"), am employed as a(n) Production Manager by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Juan Garcia

Date: 4-25-2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Luis Gutierrez (**"Related Party"**), am employed as a(n) Prepress by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Luis Gutierrez

Date: 04/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jenny Han ("**Related Party**"), am employed as a(n) Accounting Department by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Jenny Han

Date: 4/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Justin Kim ("**Related Party**"), am employed as a(n) President by Acc Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Justin Kim

Date: 4/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jeff Morgan ("**Related Party**"), am employed as a(n) Account Executive by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Jeff Morgan

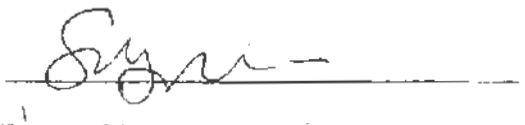
Date: 4/25/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Tommy Nam ("**Related Party**"), am employed as a(n) Shipping Department by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Tommy Nam

Date: 4-25-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Frank Nishimura ("**Related Party**"), am employed as a(n) Customer Service by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Frank Nishimura

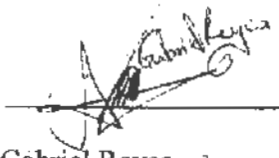
Date: 4-25-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Gabriel Reyes ("**Related Party**"), am employed as a(n) Bindery by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Gabriel Reyes

Date: 4/25/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jose Reyes ("**Related Party**"), am employed as a(n) Die Cut Operator by Ace Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Jose Luis Reyes

Print Name: Jose Reyes

Date: 04-25-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ozzie Vilalobos ("**Related Party**"), am employed as a(n) Prepress Supervisor by Acc Commercial, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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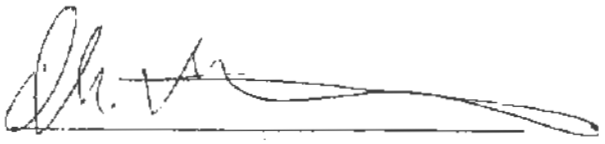
Signed: 

Print Name: Ozzie Vilalobos

Date: 4/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Brandon Downing ("**Related Party**"), am employed as a(n) Content Developer by C&G Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Brandon Downing

Date: 02/02/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Keith Helmetag ("**Related Party**"), am employed as a(n) Stakeholder by C&G Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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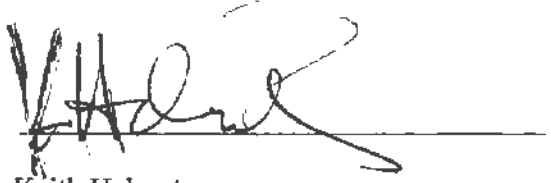
Signed: 

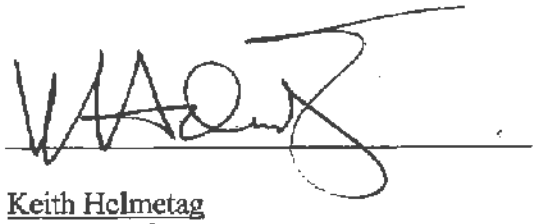
Print Name: Keith Helmetag

Date: 3/9/02/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Keith Helmetag, is the Stakeholder of C&G Partners, LLC, a New York limited liability company ("**Related Party**"), located at 116 East 16th Street, 10th Floor, New York, NY 10003, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of exhibit, sign, logotype, website and media planning and design in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 

Print Name: Keith Helmetag

Date: 03/12/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kendall Tynes ("**Related Party**"), an employed as a(n) Graphic Designer by C&G Partners, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Kendall Tynes

Print Name: Kendall Tynes

Date: 4/2/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Thomas Dempsey ("**Related Party**"), am employed as a(n) Independent Consultant by Platinum F & B Advisors. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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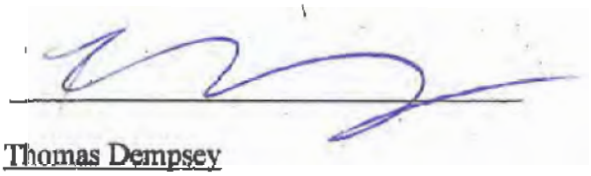
Signed: 

Print Name: Thomas Dempsey

Date: 27 FEB 2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Thomas Dempsey, is the Independent Consultant of Platinum F & B Advisors, a Illinois sole proprietorship ("**Related Party**"), located at 75 North Peck, LaGrange, Illinois 60525, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of a consultant on the project and the proposed General Manager in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Thomas Dempsey

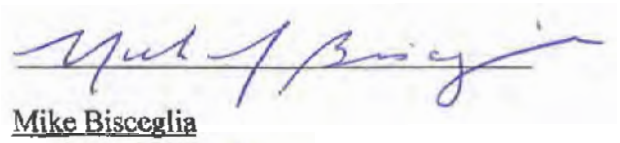
Date: 17 FEB 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Mike Bisceglia ("**Related Party**"), am employed as a(n) Senior Project Estimator by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Mike Bisceglia

Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jim Connolly ("**Related Party**"), am employed as a(n) Principal by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Jim Connolly

Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Cathi Gaglione ("**Related Party**"), am employed as a(n) Maketing/Estimating Administrative Assistant by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Cathi Gaglione

Date: 5/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David B. McWilliams ("**Related Party**"), am employed as a(n) Director of Operations by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: David B. McWilliams

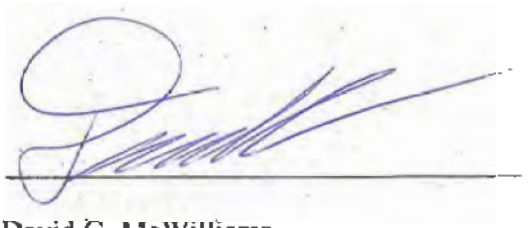
Date: 3/28/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David G. McWilliams (**"Related Party"**), am employed as a(n) Principal by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: David G. McWilliams

Date: 3/29/13

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, David G. McWilliams, is the Principal of JRM Construction Management, LLC, a New York limited liability company ("**Related Party**"), located at 242 West 36th Street, 9th Floor, New York, NY 10018, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of construction planning and management, estimating and scheduling in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: David G. McWilliams

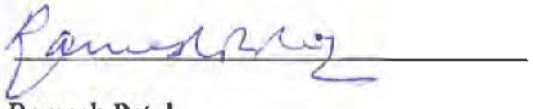
Date: 3/27/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ramesh Patel ("**Related Party**"), am employed as a(n) Project Estimator by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Ramesh Patel

Date: 3/28/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Marc Reissman (**"Related Party"**), am employed as a(n) Director of Estimating/Purchasing by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (**the "Recipient"**) and The Port Authority of New York and New Jersey (**the "Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Marc Reissman

Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dan Robertson ("**Related Party**"), am employed as a(n) Senior Project Manager by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Dan Robertson

Print Name: Dan Robertson

Date: 3/28/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Debbie Roig ("**Related Party**"), am employed as a(n) Estimating Administrative Assistant by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Debbie Roig

Print Name: Debbie Roig

Date: 3/28/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Joseph Romano ("**Related Party**"), am employed as a(n) Principal by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Joseph Romano

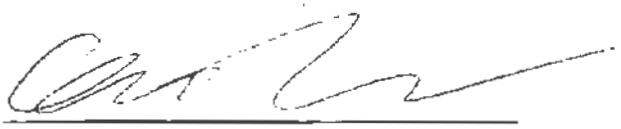
Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Christopher Whitley ("**Related Party**"), am employed as a(n) Project Estimator by JRM Management, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Christopher Whitley

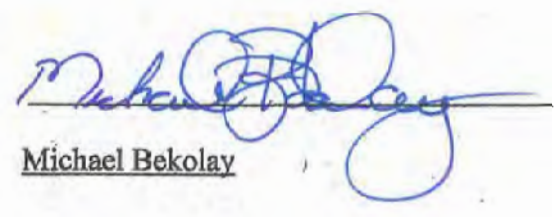
Date: 3/28/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Michael Bekolay ("**Related Party**"), am employed as a(n) Vice President - Operations by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Michael Bekolay

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David Checketts (**"Related Party"**), am employed as a(n) Chairman and Chief Executive Officer by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: David Checketts

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Chad Estis ("**Related Party**"), am employed as a(n) President - Legends Sales and Marketing by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Chad Estis

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Amy Ficke ("**Related Party**"), am employed as a(n) Paralegal by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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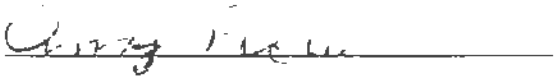
Signed: 

Print Name: Amy Ficke

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Clare Gluck ("**Related Party**"), am employed as a(n) Assistant to the Chairman by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Claire Gluck

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Martin Greenspun ("**Related Party**"), am employed as a(n) Chief Customer Officer by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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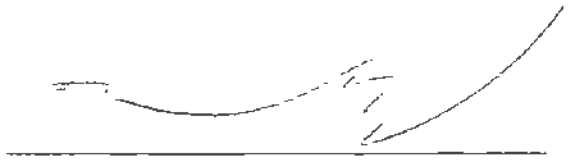
Signed: 

Print Name: Martin Greenspun

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Eric Habermas ("**Related Party**"), am employed as a(n) Director of Analytical Services, Legends Sales & Marketing by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Eric Habermas

Print Name: Eric Habermas

Date: 3/5/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David Hammer ("**Related Party**"), am employed as a(n) Chief Financial Officer by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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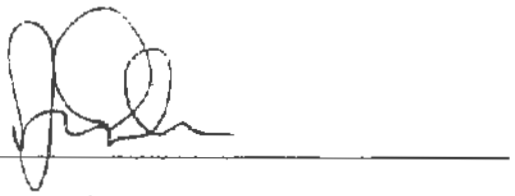
Signed: 

Print Name: David Hammer

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Karen Monteros ("**Related Party**"), am employed as a(n) In-House Counsel by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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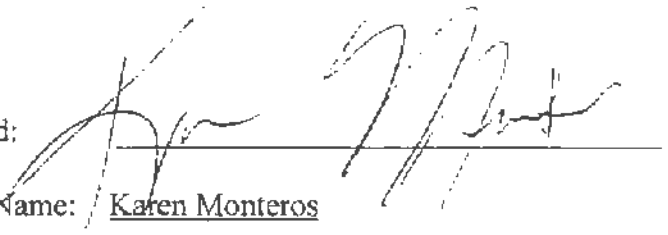
Signed: 

Print Name: Karen Monteros

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jon Muscalo (**"Related Party"**), am employed as a(n) Vice President - Facilities by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Jon Muscalo

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Michael Ondrejko ("**Related Party**"), am employed as a(n) Chief Operating Officer - Legends Sales and Marketing by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Michael Ondrejko

Print Name: Michael Ondrejko

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Michael Phillips ("**Related Party**"), am employed as a(n) Senior Vice President by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures. as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Michael Phillips

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Mark A. Pizzariello ("**Related Party**"), am employed as a(n) Vice President and Corporate Controller by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Mark A. Pizzariello

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Bill Rhoda (**"Related Party"**), am employed as a(n) Executive Vice President of Business Development by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Bill Rhoda

Date: 2/21/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Daniel Smith ("**Related Party**"), am employed as a(n) President by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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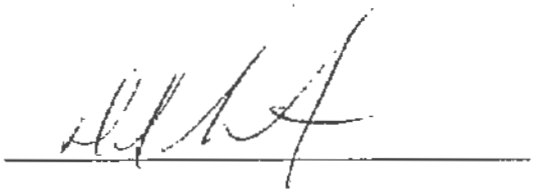
Signed: 

Print Name: Daniel Smith

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jonathan Tavill ("**Related Party**"), am employed as a(n) Manager by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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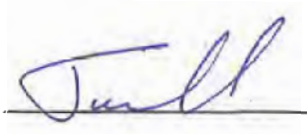
Signed: 

Print Name: Jonathan Tavill

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Michael Tully ("**Related Party**"), am employed as a(n) Director of Business Development by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Michael Tully

Print Name: Michael Tully

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Rachel Wolfe ("**Related Party**"), am employed as a(n) Equipment Purchasing by Legends Hospitality, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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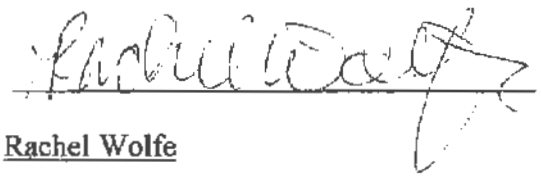
Signed: 

Print Name: Rachel Wolfe

Date: February 13, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Steven Andersen ("**Related Party**"), am employed as a(n) Principal by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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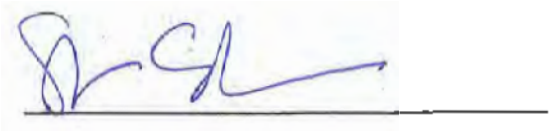
Signed: 

Print Name: Steven Andersen

Date: March 6 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Shauna Dack, LEED ("**Related Party**"), am employed as a(n) Architectural Designer by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Shauna Dack

Date: 3-[illegible]-13

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Richard DeMarco, AIA ("**Related Party**"), am employed as a(n) Principal by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Richard DeMarco

Date: 3/6/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jason Gottlieb ("**Related Party**"), am employed as a(n) Proposal Specialist by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Jason Gottlieb

Print Name: Jason Gottlieb

Date: 3/6/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Daniel Montroy, AIA ("**Related Party**"), am employed as a(n) Principal by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Daniel Montroy

Date: 3/6/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Daniel Montroy, AIA, is the Principal of Montroy Andersen DeMarco Design, Inc, a New York Corporation ("**Related Party**"), located at 99 Madison Avenue, 14th Floor, New York, NY 10016, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of Architectural Design in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Daniel Montroy

Date: 3/6/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dae Young Moon ("**Related Party**"), am employed as a(n) Digital Media Specialist by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Dae Young Moon

Date: March 6th, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Tanya Naumova (**"Related Party"**), am employed as a(n) Architectural Designer by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Tanya Naumova

Date: 03.06.2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Daniel Terebelo, AIA/LEED (**"Related Party"**), am employed as a(n) Project Architect by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Daniel Terebelo

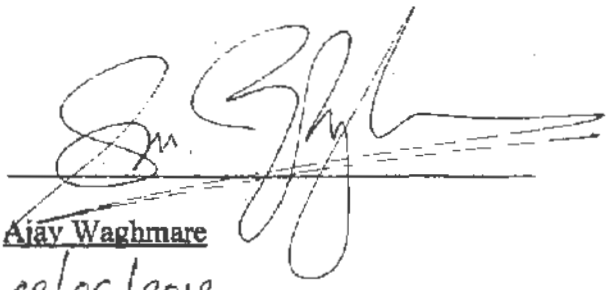
Date: 3/06/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Ajay Waghmare, LEED ("**Related Party**"), am employed as a(n) Architectural Job Captain by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Ajay Waghmare

Date: 03/06/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Maurice Walden, RA ("**Related Party**"), am employed as a(n) Project Architect by Montroy Andersen DeMarco Design, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Maurice Walden

Date: 3.6.12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Christopher Heugle ("**Related Party**"), am employed as a(n) Senior Account Manager by Michael Stapleton Associates, Ltd. d/b/a MSA Security. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Christopher Heugle

Date: 4/10/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kenneth McGuire ("**Related Party**"), am employed as a(n) Director, EOC/SmartTech Sales by Michael Stapleton Associates, Ltd. d/b/a MSA Security. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Kenneth McGuire

Date: 4/30/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Keith Mulcahy ("**Related Party**"), am employed as a(n) Vice President, Sales and Marketing by Michael Stapleton Associates, Ltd. d/b/a MSA Security. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Keith Mulcahy

Date: 4/9/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Keith Mulcahy, is the Vice President, Sales and Marketing of Michael Stapleton Associates, Ltd. d/b/a MSA Security, a Delaware corporation ("**Related Party**"), located at 9 Murray Street, 2nd Floor, New York, NY 10007, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of X-ray, SmartTech, EDC and Systems integration in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Keith Mulcahy

Date: 4/9/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Carlos Alfaro ("**Related Party**"), am employed as a(n) Safety Supervisor by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Carlos Alfaro

Date: 4-19-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Marikaye Arensberg ("**Related Party**"), am employed as a(n) Office Manager by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Marikaye Arensberg

Print Name: Marikaye Arensberg

Date: 4-19-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Chris Barnes ("**Related Party**"), am employed as a(n) Metal Department Supervisor by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Chris Barnes

Date: 4/19/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Bob Cox ("**Related Party**"), am employed as a(n) President by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Bob Cox

Date: 4-24-12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Bob Cox, is the President of Scenic Highlights, Inc., a California corporation ("**Related Party**"), located at 11759 Sheldon Street, Sun Valley, California 91352, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of production and binding of proposal books in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Bob Cox

Date: 4-24-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kassim Juarez ("**Related Party**"), am employed as a(n) Assistant Graphics by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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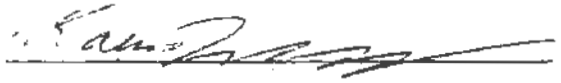
Signed: 

Print Name: Kassim Juarez

Date: 4/19/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Adam Lindsey (**"Related Party"**), am employed as a(n) Shop Foreman by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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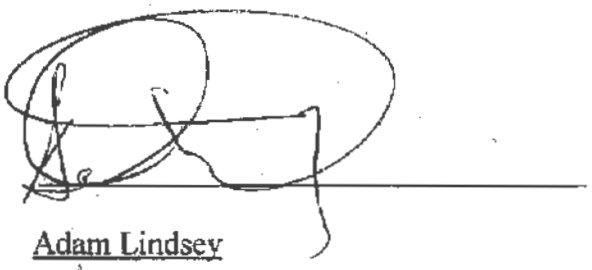
Signed: 

Print Name: Adam Lindsey

Date: 4/19/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, James McDougald ("**Related Party**"), am employed as a(n) Graphics Department Manager by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: James McDougald

Date: 4/19/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Marianna Wnorowski (**"Related Party"**), am employed as a(n) Scenic Painting Manager by Scenic Highlights, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunotive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Marianna Wnorowski

Date: 4/19/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Eric Gelfand ("**Related Party**"), am employed as a(n) Senior Vice President - Communications by SCP Worldwide, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Eric Gelfand

Date: 2/21/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, David Kerschner ("**Related Party**"), am employed as a(n) Senior Vice President - Development by SCP Worldwide, LLC. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: David Kerschner

Date: 2-22-2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, David Kerschner, is the Senior Vice President - Development of SCP Worldwide, LLC, a New York limited liability corporation ("**Related Party**"), located at 200 Park Avenue, 16th Floor, New York, NY 10166, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of designing the construction plan in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: David Kerschner

Date: 2-15-2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Matthew Adams ("**Related Party**"), am employed as a(n) Coordinator by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Matthew Adams

Date: 3/7/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Emily Aiken (**"Related Party"**), am employed as a(n) Branding Consultant by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Emily Aiken

Date: 3/7/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Diana Cimadamore ("**Related Party**"), am employed as a(n) Project Manager by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Diana Cimadamore

Date: 3/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Seth Cover ("**Related Party**"), am employed as a(n) Manager, Design Studio by The Hettema Group, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Seth Cover

Date: 2/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Corinne ~~Cuinningham~~ Cunningham ("**Related Party**"), am employed as a(n) Director, Information Services by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Corinne Cunningham

Print Name: Corinne ~~Cuinningham~~

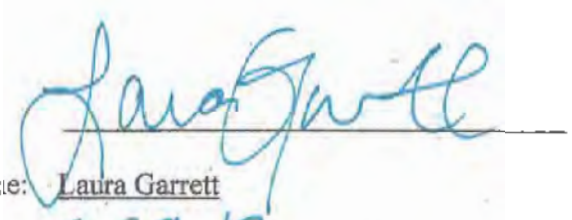
Date: 2/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Laura Garrett ("**Related Party**"), am employed as a(n) Project Coordinator by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Laura Garrett

Date: 2.29.12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Phil Hettema ("**Related Party**"), am employed as a(n) President by The Hettema Group, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Phil Hettema

Date: 3.05.2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Phil Hettema, is the President of The Hettema Group, Inc., a California corporation ("**Related Party**"), located at 67 Valley Street, Pasadena, California 91105, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of design consultants for "show elements" and guest experience in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____

Print Name: Phil Hettema

Date: 3·05·2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Isabel Hunter ("**Related Party**"), am employed as a(n) Manager, Graphics Department by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed:

Print Name: Isabel Hunter

Date: 2012-2-29

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Kasperowicz ("**Related Party**"), am employed as a(n) Director, Architecture and Master Planning by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: John Kasperowicz

Date: 2.29.12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

Margaret
I, ~~Marguerite~~ Kerrison ("**Related Party**"), am employed as a(n) Writer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Margaret
Print Name: ~~Marguerite~~ Kerrison

Date: March 7, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Byron Lee ("**Related Party**"), am employed as a(n) Graphic Designer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Byron Lee

Date: 4/5/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

LEIN

I, Benj ~~Lien~~ ("**Related Party**"), am employed as a(n) Technical Director by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Benj ~~Lien~~ Benjamin LEIN

Date: 03.07.2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Heather Lindquist (**"Related Party"**), am employed as a(n) Content Manager by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Heather Lindquist

Print Name: Heather Lindquist

Date: 3.7.2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Erik Neergaard (**"Related Party"**), am employed as a(n) Designer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Erik Neergaard

Date: 3/9/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Larry Nelson (**"Related Party"**), am employed as a(n) Designer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Larry Nelson

Date: 3/13/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Judd Nissen ("**Related Party**"), am employed as a(n) Technical Coordinator by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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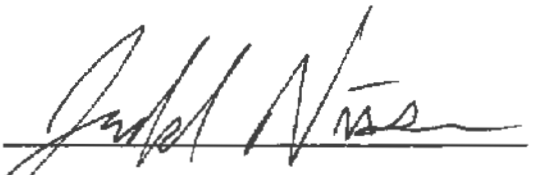
Signed: 

Print Name: Judd Nissen

Date: 3/7/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Marissa Parr ("**Related Party**"), am employed as a(n) Coordinator by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Marissa Parr

Date: 3/7/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Anthony Pruett ("**Related Party**"), am employed as a(n) Project Director by The Hettema Group, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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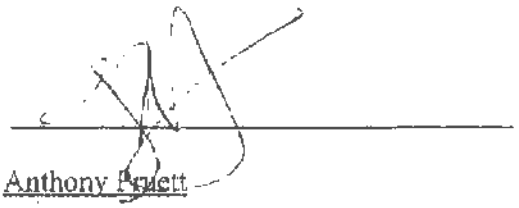
Signed: 

Print Name: Anthony Pruett

Date: 2/24/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Mark Ramos ("**Related Party**"), am employed as a(n) Accountant by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Mark Ramos

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jodi Roberdes ("**Related Party**"), am employed as a(n) Lead Show Architect by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Jodi Roberdes

Date: 3.7.12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jeff Rosen ("**Related Party**"), am employed as a(n) Director, Project Development by The Hettema Group, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Jeff Rosen

Print Name: Jeff Rosen

Date: 2/28/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Deb Saale ("**Related Party**"), am employed as a(n) General Manager by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Deb Saale

Print Name: Deb Saale

Date: Feb 29, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Rob Severns ("**Related Party**"), am employed as a(n) Graphic Designer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Robert Severns

Print Name: Rob Severns

Date: 4/25/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Keith Sneider ("**Related Party**"), am employed as a(n) Accountant by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Keith Sneider

Date: 2/29/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Susan Spence (**"Related Party"**), am employed as a(n) Writer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Susan Spence

Date: 3-1-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Gus Stone (**"Related Party"**), am employed as a(n) Media Designer by The Hettema Group, Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationsbip with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Gus Stone

Date: MARCH 21ST 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Constance Delzeith (**'Related Party'**), am employed as a(n) Accounting Manager by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Constance Delzeith

Date: 4/24/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Nicholas Fierro (**'Related Party'**), am employed as a(n) Graphic Designer by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **'Agreement'**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Nicholas Fierro

Date: 4-25-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Edgar Mota Garcia ("**Related Party**"), am employed as a(n) Structural Designer by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Edgar Mota Garcia

Date: 4/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Daniel Garivay (**'Related Party'**), am employed as a(n) Production by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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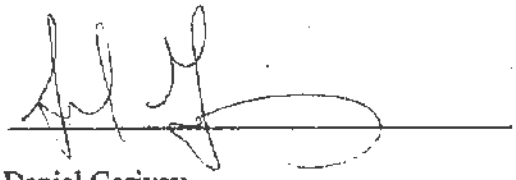
Signed: 

Print Name: Daniel Garivay

Date: 04/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Barrett Hamilton (**'Related Party'**), am employed as a(n) Structural Design Manager by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: B. Hamilton

Print Name: Barrett Hamilton

Date: 4-25-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Nick Lindsey (**'Related Party'**), am employed as a(n) Vice President of Sales by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **'Agreement'**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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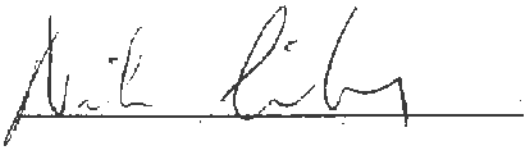
Signed: 

Print Name: Nick Lindsey

Date: 4.24.12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Frolian Mercado (**"Related Party"**), am employed as a(n) Graphic Design Manager by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Frolian Mercado

Date: 4/25/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jeff Morgan ("**Related Party**"), am employed as a(n) Sales Associate by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: Jeff Morgan

Date: 4/25/2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Luis Ortega (**'Related Party'**), am employed as a(n) Production by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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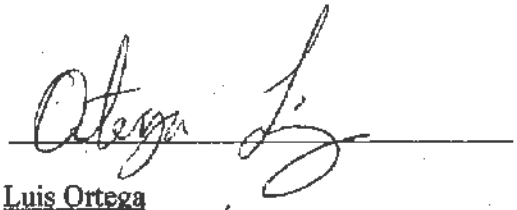
Signed: 

Print Name: Luis Ortega

Date: 4/25/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Raul Reynoso (**'Related Party'**), am employed as a(n) Production by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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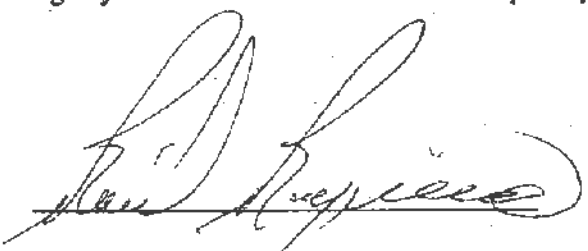
Signed: 

Print Name: Raul Reynoso

Date: 4-24-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jose Romero (**'Related Party'**), am employed as a(n) Production by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**') and The Port Authority of New York and New Jersey (the "**Port Authority**') dated February 13, 2012 (hereinafter the "**Agreement**'), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Jose Luis Romero

Print Name: Jose Romero

Date: 4-24-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Mark Song (**'Related Party'**), am employed as a(n) Production Manager by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: Mark Song

Print Name: Mark Song

Date: 4-25-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jim Watts (**'Related Party'**), am employed as a(n) President/Owner by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Jim Watts

Date: 4-24-12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Kimberly Wheeler (**'Related Party'**), am employed as a(n) Customer Service by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the **'Recipient'**) and The Port Authority of New York and New Jersey (the **'Port Authority'**) dated February 13, 2012 (hereinafter the **'Agreement'**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

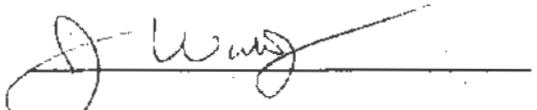
Print Name: Kimberly Wheeler

Date: 4-24-2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Jim Watts, is the President/Owner of The Warren Group Inc, a California corporation ("**Related Party**"), located at 11875 Telegraph Road, Santa Fe Springs, California 90670, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of creating the boxes and custom inserts for the proposal books in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: 

Print Name: Jim Watts

Date: 4-25-2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Rafel Zamora ('**Related Party**'), am employed as a(n) Production by The Warren Group Inc. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**') and The Port Authority of New York and New Jersey (the "**Port Authority**') dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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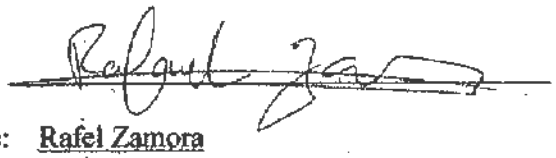
Signed: 

Print Name: Rafel Zamora

Date: April 24, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Dan Beckwith ("**Related Party**"), am employed as a(n) Vice President by Wells Fargo Bank, National Association and all affiliated entities. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Dan Beckwith

Date: 4/17/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Lynn Culbreath ("**Related Party**"), am employed as a(n) Senior Vice President by Wells Fargo Bank, National Association and all affiliated entities. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: Lynn Culbreath

Print Name: Lynn Culbreath

Date: 4/17/12

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Lynn Culbreath, is the Senior Vice President of Wells Fargo Bank, National Association and all affiliated entities, a national banking association ("**Related Party**"), located at 100 South Ashley Drive, MAC Z0307-102, Suite 1000, Tampa, Florida 33602-5341, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of providing project construction financing advice in connection with Observation Deck and Management at One World Trade Center for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated February 13, 2012, between Legends Hospitality, LLC (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Lynn Culbreath

Print Name: Lynn Culbreath

Date: 4/17/12

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, John Watts ("**Related Party**"), am employed as a(n) Senior Vice President by Wells Fargo Bank, National Association and all affiliated entities. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between Legends Hospitality, LLC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 13, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with the Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed: _____

Print Name: John Watts

Date: 4/17/12

ATTACHMENT C: CERTIFICATION OF INFORMATION

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: 4/25/12

Signed:

Name: David Hammer

Title: Chief Financial Officer

Name of Firm: Legends Hospitality, LLC

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation X (LLC) Joint Venture _____

Under the Law of the State of: Delaware

Legal Address: 400 Broadacres Drive, Suite 260

Bloomfield, NJ 07003

Telephone: 973-707-2800

Facsimile: 973-622-0099

Web: www.legendshm.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

ATTACHMENTS D & E: BACKGROUND QUALIFICATIONS

Attachment D - Company Profile

Legends Hospitality, LLC

L E G E N D S

200 Park Avenue, 16th Floor
New York, New York 10166
office 212 490 1414
fax 212 490 1480

200 Park Avenue
Tel: 212-490-1407
16th Floor
Fax: 212-490-1461
New York, NY 10166

David W. Checketts
Chairman and CEO

WTC Tower 1, LLC
C/o The Durst Organization
One Bryant Park
New York, NY 10036

May 3, 2012

Re: Observation Deck Development and Management Proposal

To Whom It May Concern:

On behalf of Legends Hospitality LLC ("Legends"), I am thrilled to provide you with our response to your RFP for the Observation Deck Development and Management at One World Trade Center. **Legends is a company with a great passion for revolutionizing the Guest experience when they visit any of our venues.** That is why we have engaged a world-class team to design, build and manage this iconic attraction, for which Legends is the single entity proposer. As is Legends' companywide philosophy, we are dedicated to provide and manage the best in customer service and already deliver it to over six million Guests annually in the venues we serve. We are uniquely qualified to design, build and operate this experience, which will be enjoyed by 3 to 5 million Guests annually. We have dubbed the attraction **ONE WORLD OBSERVATORY**; it will celebrate the commonality that links every member of the global community. Destined to be a "must stop" for every tourist, ONE WORLD OBSERVATORY will also become a favorite destination for those who call New York City home.

Beginning the moment our Guests consider making a visit and ending when they complete their experience at ONE WORLD OBSERVATORY, everything about their journey must be first-class. That is why we have retained The Hettema Group, a renowned creator of experiential entertainment and creative projects for museums, theme parks, heritage sites and retail, dining and entertainment destinations across the globe, to develop the Guest experience for ONE WORLD OBSERVATORY. We believe that as you review our proposal, you will agree that the Guests' journey through our attraction will be one of the most memorable activities they partake in New York City. Not only will the views be spectacular, but every Guest will be educated, informed and entertained — from the time they arrive at our front door until they depart the building. The total Guest experience will be more than one hour and will include their time in the queue, where they learn about the resilience of the human spirit that is represented by the rebuilding of World Trade Center; the elevator ride up, where they will travel through space and time to discover how New York City has risen over the past centuries;

a dramatic preshow film that will emphasize the global nature of New York City and the global community that visits the World Trade Center, the spectacular view itself, augmented by show elements and informative Tour Ambassadors to help interpret the sights Guests observe all around them; and the elevator ride down — an experience too spectacular to describe. Our Guests will have a chance to enjoy refreshing beverages and freshly made iconic New York City food selections as well as purchase a keepsake of their memorable trip.

The Hettema Group (THG) is led by Phil Hettema, an industry veteran with over thirty years experience in the event and attractions industry, with key roles in the production of the L.A Olympic Opening and Closing Ceremonies, Liberty Weekend Statue of Liberty Centennial, and over 14 years at Universal Studios as Sr. VP of attraction development for Universal theme parks worldwide. Since forming The Hettema Group over ten years ago, the firm has been engaged in master planning, concept design and execution of an international menu of projects, including the award winning "Beyond All Boundaries" presentation at the National World War II Museum (Exec. Producer Tom Hanks), Sanrio "Hello Kitty" theme park in Anji, China and the world's largest Observation Wheel (currently under construction in Las Vegas by Caesars Entertainment). THG was selected by the U.S State Department to design and execute the United States Pavilion for the Yeosu Korea World Expo, which will open in May, 2012. THG is composed of a group of creative talent second to none, and that have a passion for delivering the absolute best in Guest experience.

While all elements of the attraction's design and fit-out will be executed by THG, the remainder of the facility design will be completed by **Montroy Andersen DeMarco** (MADGI), a firm whose principals have practiced together in their Manhattan offices for more than 20 years. MADGI's philosophy is that successful projects require strong design and effective execution. In other words, the MADGI team believes that product and process are equally important. Through every phase of a project, the company integrates aesthetics into the practical demands of budget and schedule and provides a comprehensive service that connects ideas to results. In addition to office designs too numerous to list and Manhattan residential complexes — the largest more than half a million square feet — MADGI has been responsible for the design and construction coordination of projects such as Discovery TSX in Times Square, the Rock and Roll Annex, Daffy's, and Bill's Bar and Burgers in Rock Center.

For all Facility Construction we have engaged **JRM Construction Management**, LLC (JRM). Headquartered in New York City, JRM provides construction management and general contracting services to a respected client base across the United States. Founded on the principles of trust, integrity and respect, JRM delivers the highest quality products and services to clients that include Fortune 500 corporations, major law firms, leading luxury retailers and financial services firm. In addition to completing hundreds of thousands of square feet of retail space and office renovation and build-out, JRM has been responsible for the build out of Discovery TSX and the renovation of the Minskoff Theatre. MADGI, JRM, and Legends staff have successfully worked together in the past to design, build, and construct within budget and on schedule. Legends will hold individual contracts with THG, MADGI, and JRM for the design, construction and installation of the project.

In addition to being the business owner and providing project management for the design, construction, and installation of the project—which Legends and/or members of our management team have done for $100+ million projects such as the Renovation and Reopening of Radio City Music Hall, major elements of Yankee Stadium and Cowboys Stadium, Rio Tinto Stadium and The Peabody Opera House —Legends will manage and operate all elements of the ONE WORLD OBSERVATORY destination including the core business (Observatory), the Horizons Café, Apogee Lounge, and Skyline Bistro, each with signature food entrées and specialty beverages, and the ONE WORLD gift shop. At Legends we pride ourselves in providing legendary customer service and the highest quality Guest experience. This mantra will guide our every action for the ONE WORLD OBSERVATORY, from the moment our Guests consider a visit, until they leave our care – our aim is to give them the best, and one of the most memorable experiences in New York City. That philosophy guides us as we successfully serve millions of Guests every year at all of our venues and entertainment destinations around the United States.

Legends is a strong, profitable and well-capitalized company. We are owned by a partnership of Goldman Sachs, the Yankees and the Cowboys. As a New York City-based company, we also have a passion for this city equal to our passion to exceed our Guests' expectations. You will learn much more about our company and its management team as you review this proposal. If we are so fortunate as to be entrusted to build and operate what we believe will become a priceless jewel in New York City's crown, we will do it in a way that will make us all very proud.

As you will see from our financial proposal, we plan to invest over $62 million in this project and offer you a NPV return of over $500 million. We believe the resulting attraction will surpass all others of its kind, and the business will provide an extraordinary return on both of our investments in this incredible New York City icon.

Sincerely,

David W. Checketts
Chairman and CEO
Legends Hospitality, LLC

Attachment D

1. Full Legal Name: Legends Hospitality, LLC

2. Years in Business: 4

3. Officers of Legends Hospitality, LLC:

David W Checketts	Chairman & CEO
Dan Smith	President & COO
Marty Greenspun	Chief Customer Officer
Anthony Bruno	Vice President & Secretary
David Hammer	Chief Financial Officer

Directors of Legends Hospitality Holding Company, LLC (100% owner of Legends Hospitality, LLC):

Harold Z Steinbrenner – Managing General Partner, Yankee Global Enterprises
Jennifer Steinbrenner Swindal – General Partner & Vice Chairperson, Yankee Global Enterprises
Randy Levine – President, New York Yankee Partnership
Lonn Trost – Chief Operating Officer, New York Yankee Partnership
Stephen Jones – COO, EVP & Director of Player Personnel, Dallas Cowboy Football Club
Jerry Jones, Jr. – EVP & Chief Sales & Marketing Officer, Dallas Cowboy Football Club
Alec Scheiner – SVP & General Counsel, Dallas Cowboy Football Club
David Frey – SVP & Chief Financial Officer, Dallas Cowboy Football Club
Gerry Cardinale – Managing Director, Goldman Sachs & Co.
David W Checketts – Chairman & CEO, Legends Hospitality Holding Company, LLC

State of Incorporation: Delaware

4. Primary Contractual Contact:

David Hammer
Chief Financial Officer, Legends Hospitality, LLC
400 Broadacres Drive, Suite 260
Bloomfield, NJ 07003
973-707-2808
dhammer@legendshm.com

5. Web address: www.legendshm.com

6. Legends Hospitality, LLC is a single member LLC owned by Legends Hospitality Holding Company, LLC. Financial statements are prepared at the consolidated level. Legends Hospitality, LLC makes up the vast majority of the financial statements (well over 95% of Sales). The attached financials are the consolidated Legends Hospitality Holding Company, LLC financials.

6a. Address:

400 Broadacres Drive, Suite 260
Bloomfield, NJ 07003

6b. EIN: [redacted]

6c. Credit References:

Wells Fargo Bank, National Association
Lynn Culbreath, Senior Vice President
(813) 225-4312

Wells Fargo Bank, National Association
Dan Beckwith, Vice President
(813) 225-4306

Goldman, Sachs & Co.
Stacy Sonnenberg, Vice President
(212) 902-6433

6d. DUNS: 82-907-4587 report attached

6e. See detailed Balance Sheet in attached financials

7, 8 9, 10, 11 - Please see materials that follow.

Credit eValuator Plus Report

Legends Hospitality, LLC

634 Frelinghuysen Ave
Newark, NJ 7114
Phone: 862 902-5450
D-U-N-S Number: 82-907-4587

Report as of : April 25, 2012 **

Need more in-depth information and analysis?
Upgrade to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

>Learn more

Credit Information | Payment Trend

**Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

Risk Summary

Lower Risk Higher Risk

Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- No factors available

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Unchanged

Payment Performance Trend

The payment performance trend for this company is Unchanged. The most recent payment information in D&B's files is:

- Payments currently: 8 days beyond terms.
- Payments 3 months ago: 6 days beyond terms.
- Industry average: 5 days beyond terms.

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date: **APR 25 2012**

D&B's Recommendations:

Conservative Credit Limit: **$10,000**

Aggressive Credit Limit: **$20,000**

Risk category for this business: ***LOW***

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See *Help* for details.

Company Profile

Chief Executive: Michael Rawlings, Ceo
Type of business: Partnership
Years in business: 4
Line of business: Eating Places

Legal Filings and Other Important Information

Bankruptcies: None
Judgments: None
Liens: None
Suits: None

Negative Payment Experiences: None
Payments Placed for Collection: None

**Included with this Payment Trend Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

Summary

LEGENDS HOSPITALITY, LLC

634 Frelinghuysen Ave

Newark, NJ 07114

This is a **headquarters (subsidiary)** location.
Branch(es) or division(s) exist.

D-U-N-S Number: 82-907-4587

Primary Industry SIC: 5812

Description: Eating place

PAYMENT ACTIVITY:

Total Payment Experiences in D&B's File:	73
Payments Within Terms: (not dollar weighted)	83%
Total Placed For Collection:	0
Average Highest Credit:	$17,133

Largest High Credit:	$100,000
Highest Now Owing:	$100,000
Highest Past Due:	$25,000

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

PAYDEX Scores - This Business — 3- and 12- Month

Shows the D&B PAYDEX scores as calculated on the most recent 3 months and 12 months of payment experiences.

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 73 payment experiences as reported to D&B by trade references. A detailed explanation of how to read and interpret PAYDEX scores can be found at the end of this report.

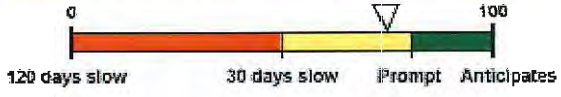
Jump to: How to Read the PAYDEX Score

LEGENDS HOSPITALITY, LLC DUNS 82-907-4587

3-Month D&B PAYDEX: 75
When weighted by dollar amount, payments to suppliers average 8 days beyond terms.

Based on payments collected over last 3 months.

12-Month D&B PAYDEX: 75
When weighted by dollar amount, payments to suppliers average 8 days beyond terms.

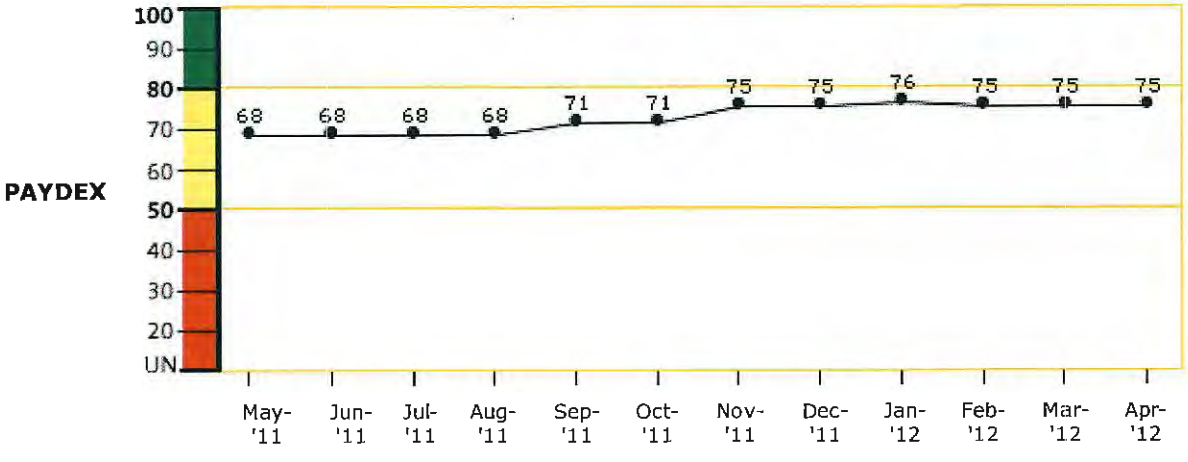


Based on payments collected over last 12 months.

PAYDEX Yearly Trend - This Business — 12 Months

Shows the trend in D&B PAYDEX scoring over the past 12 months.

LEGENDS HOSPITALITY, LLC DUNS 82-907-4587



Based on payments collected over the last 12 months.

- Current PAYDEX for this Business is 75, or equal to 8 days beyond terms
- The 12-month high is **76**, or equal to 6 days beyond terms
- The 12-month low is **68**, or equal to 17 days beyond terms

Back to Top

PAYDEX Score Comparison - Business to Primary Industry — 4 Quarters

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Eating place, based on SIC code 5812.

LEGENDS HOSPITALITY, LLC DUNS 82-907-4587

Based on payments collected over the last 4 quarters.

Score Comparison Key: ▷ This Business ▲ Industry upper quartile ■ Industry median ▼ Industry lower quartile

- Current **PAYDEX** for this Business is **75**, or equal to 8 days beyond terms
- The present industry **median score** is **77**, or equal to 5 days beyond terms.

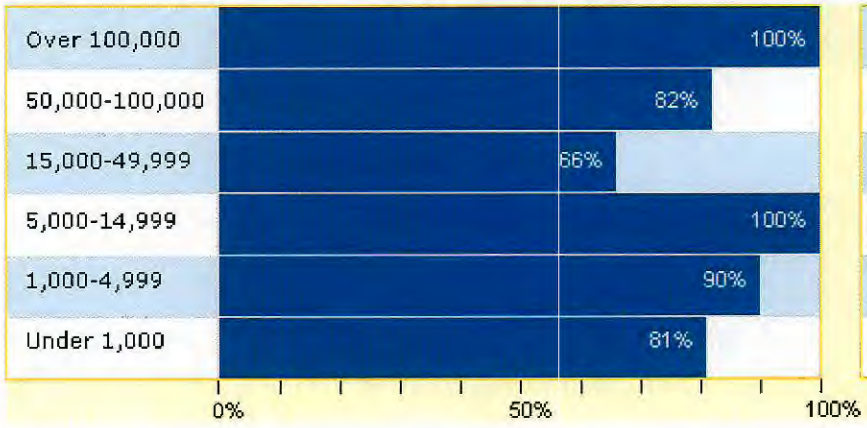
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Back to Top

Business Payment Habit by Amount of Credit Extended — 12 Months

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences used to calculate the percentage, and the total dollar value of the credit extended.

LEGENDS HOSPITALITY, LLC DUNS 82-907-4587



$ Credit Extended	# Payment Experiences	$ Total Dollar Amount
Over 100,000	1	$100,000
50,000-100,000	7	$520,000
15,000-49,999	12	$310,000
5,000-14,999	8	$55,000
1,000-4,999	12	$18,000
Under 1,000	19	$7,900

Based on payments collected over the last 12 months.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

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How to Read the D&B PAYDEX Score

Use this key to help you interpret the D&B PAYDEX Score and meaning.

The D&B PAYDEX is a unique, dollar weighted indicator of a business' payment performance based on the total number of payment experiences in D&B's file.

Score	Payment Habit
100	30 Days sooner than terms
90	20 Days sooner than terms
80	0 Days Due date (on terms)
70	15 Days beyond terms
60	22 Days beyond terms
50	30 Days beyond terms
40	60 Days beyond terms
30	90 Days beyond terms
20	120 Days beyond terms
UN	Unavailable

Risk Interpretation

■	80 - 100	LOW risk of late payment (averages prompt to 30 days within terms)
□	50 - 79	MEDIUM risk of late payment (averages 30 or less beyond terms)
■	0 - 49	HIGH risk of late payment (averages 30 to 120 days beyond terms)

Need more in-depth information and analysis? Upgrade to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

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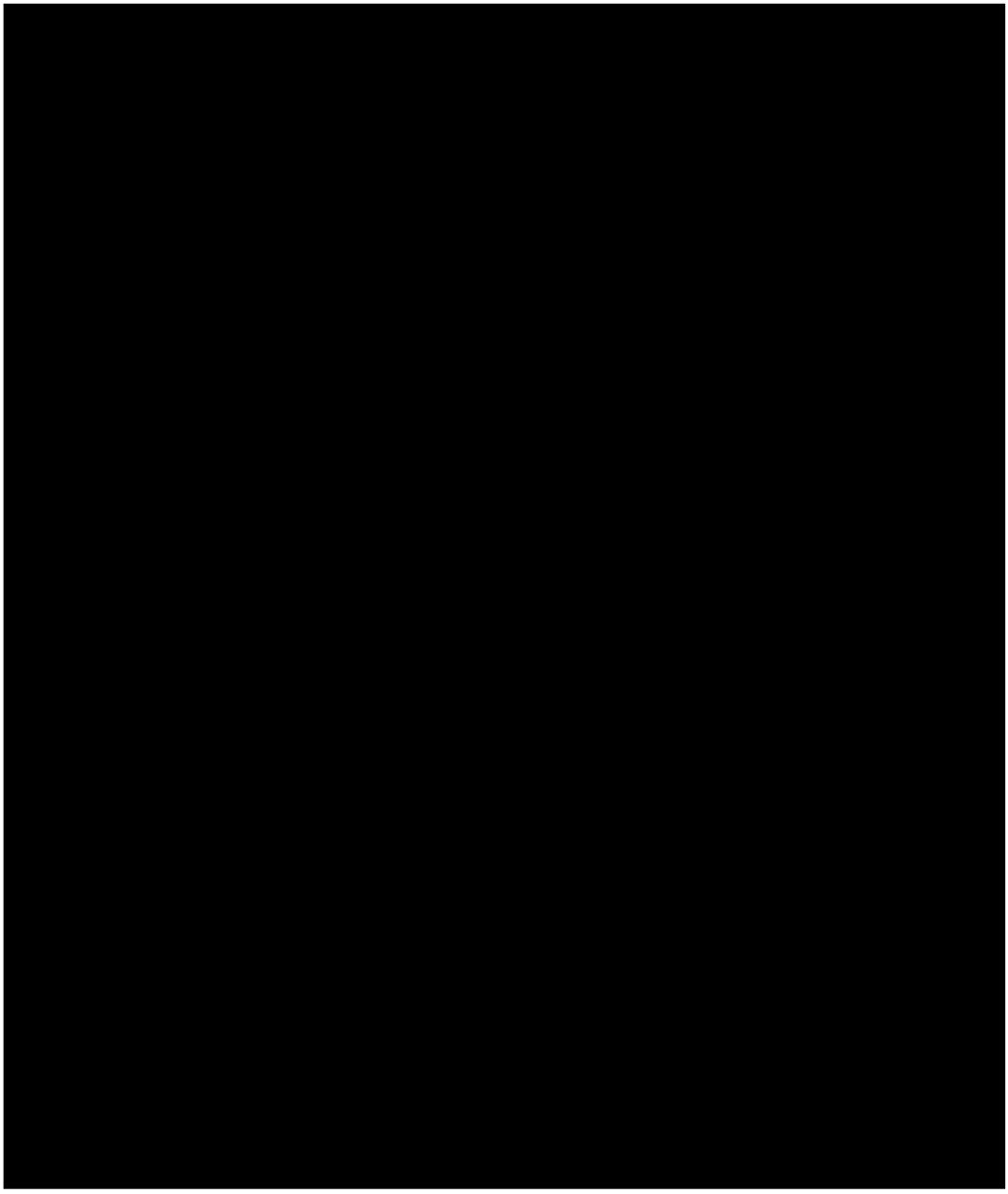

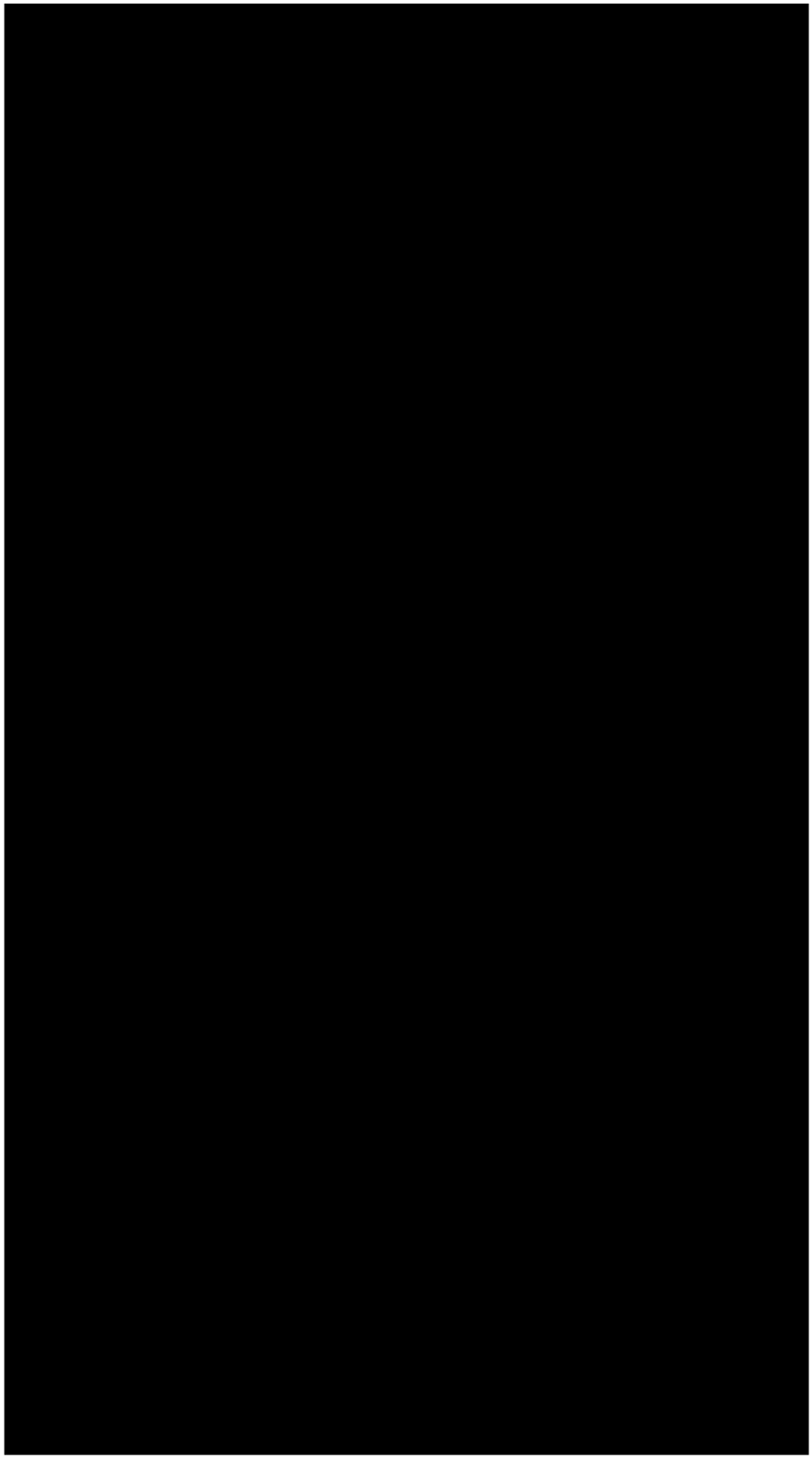

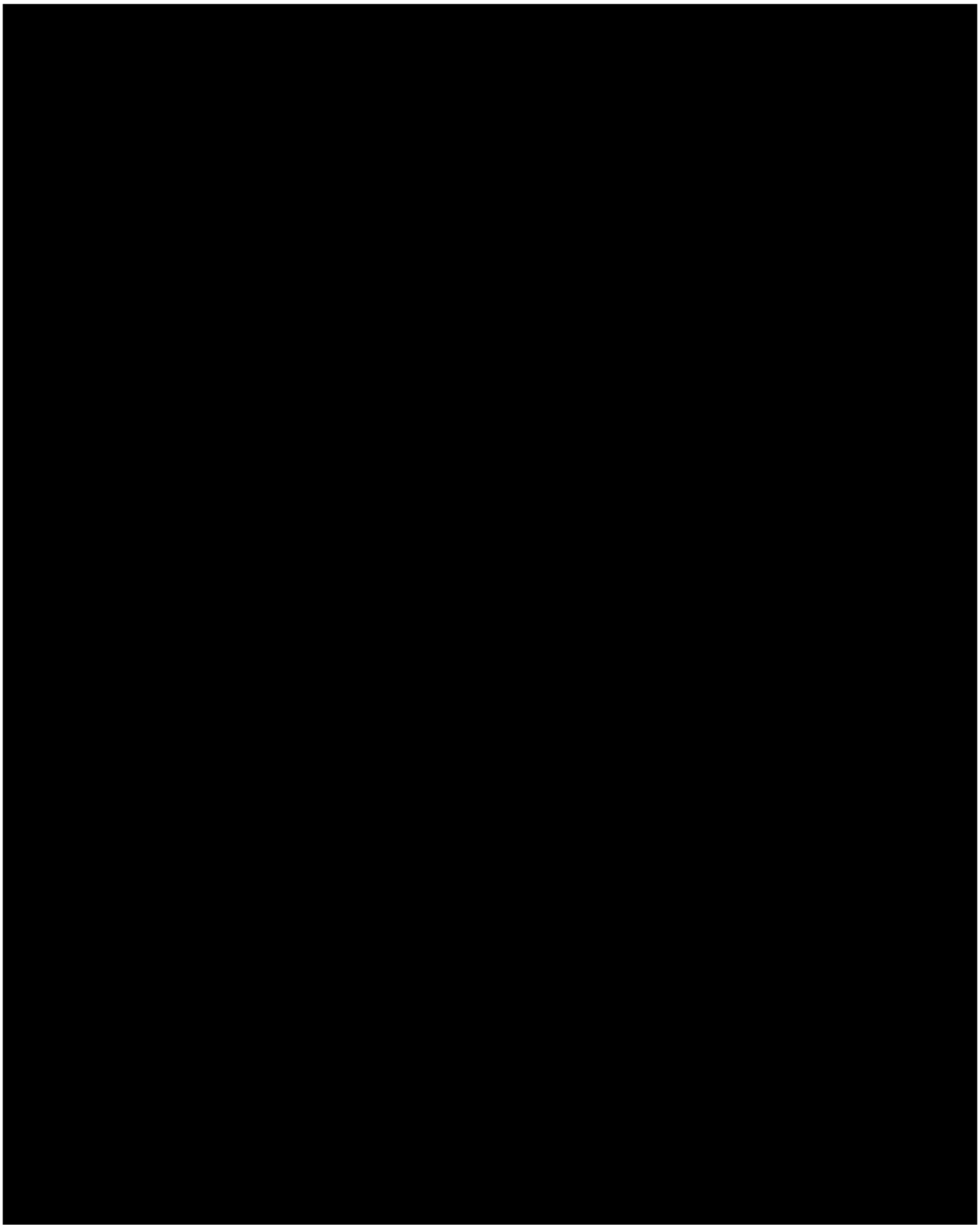

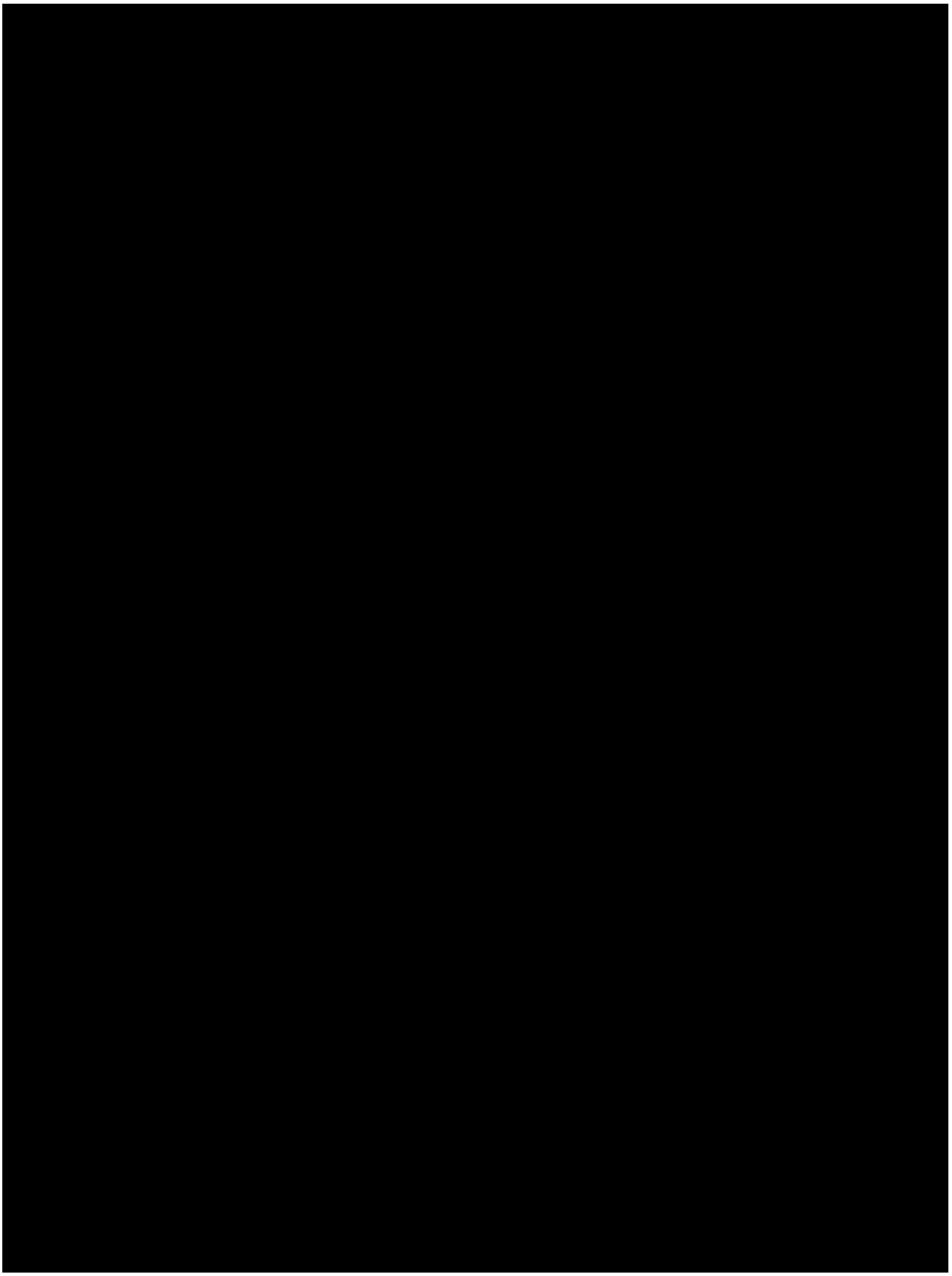

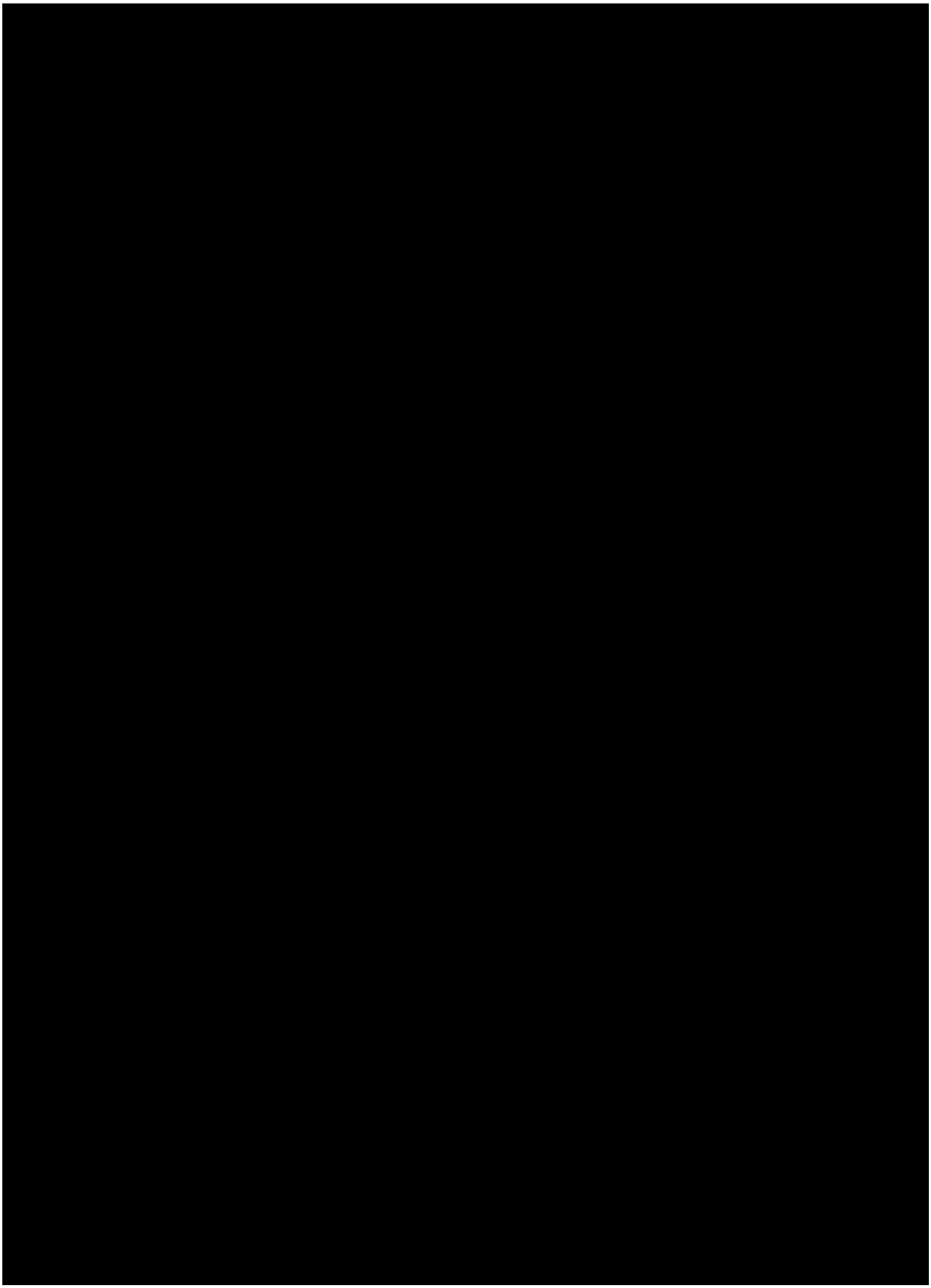

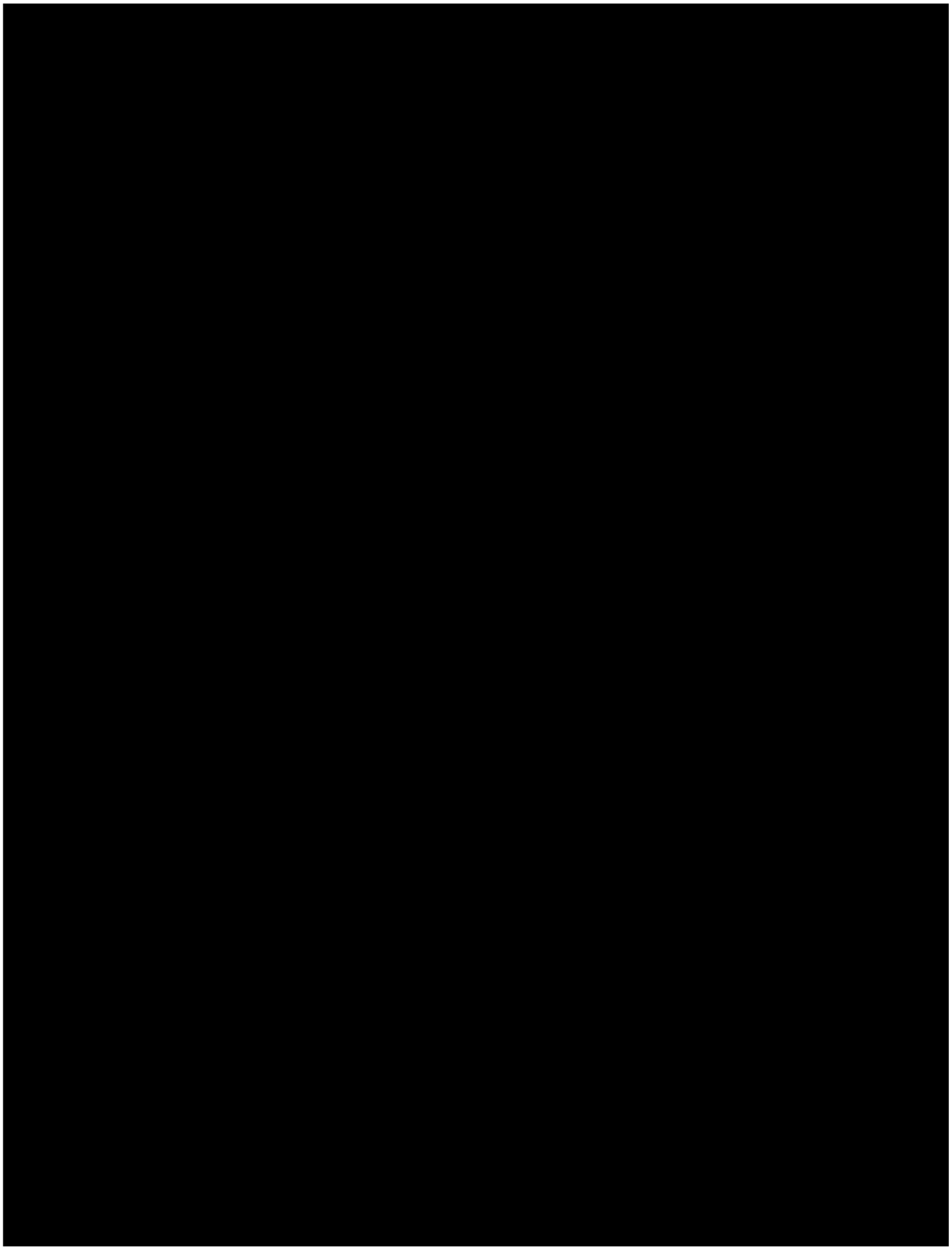

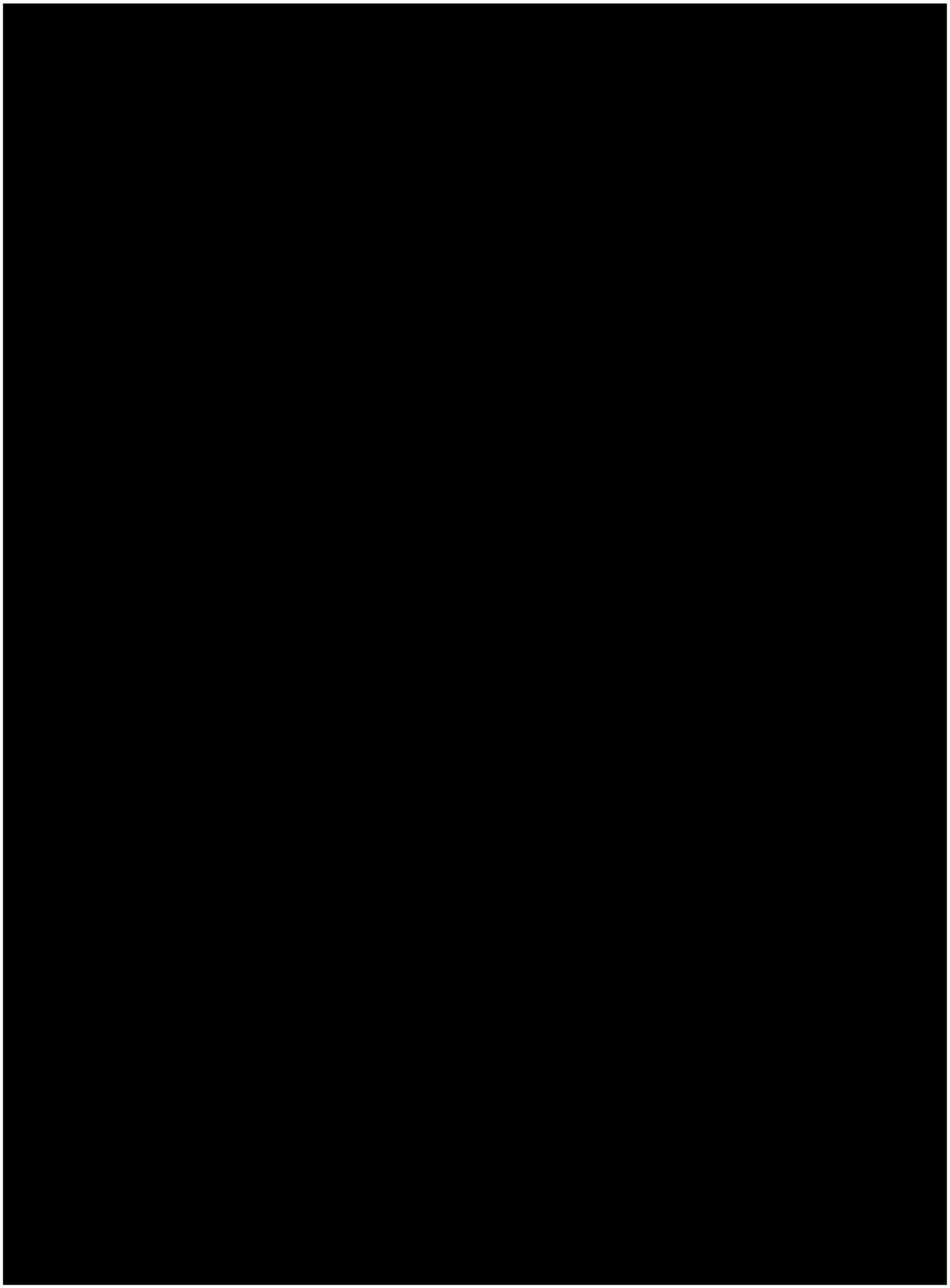

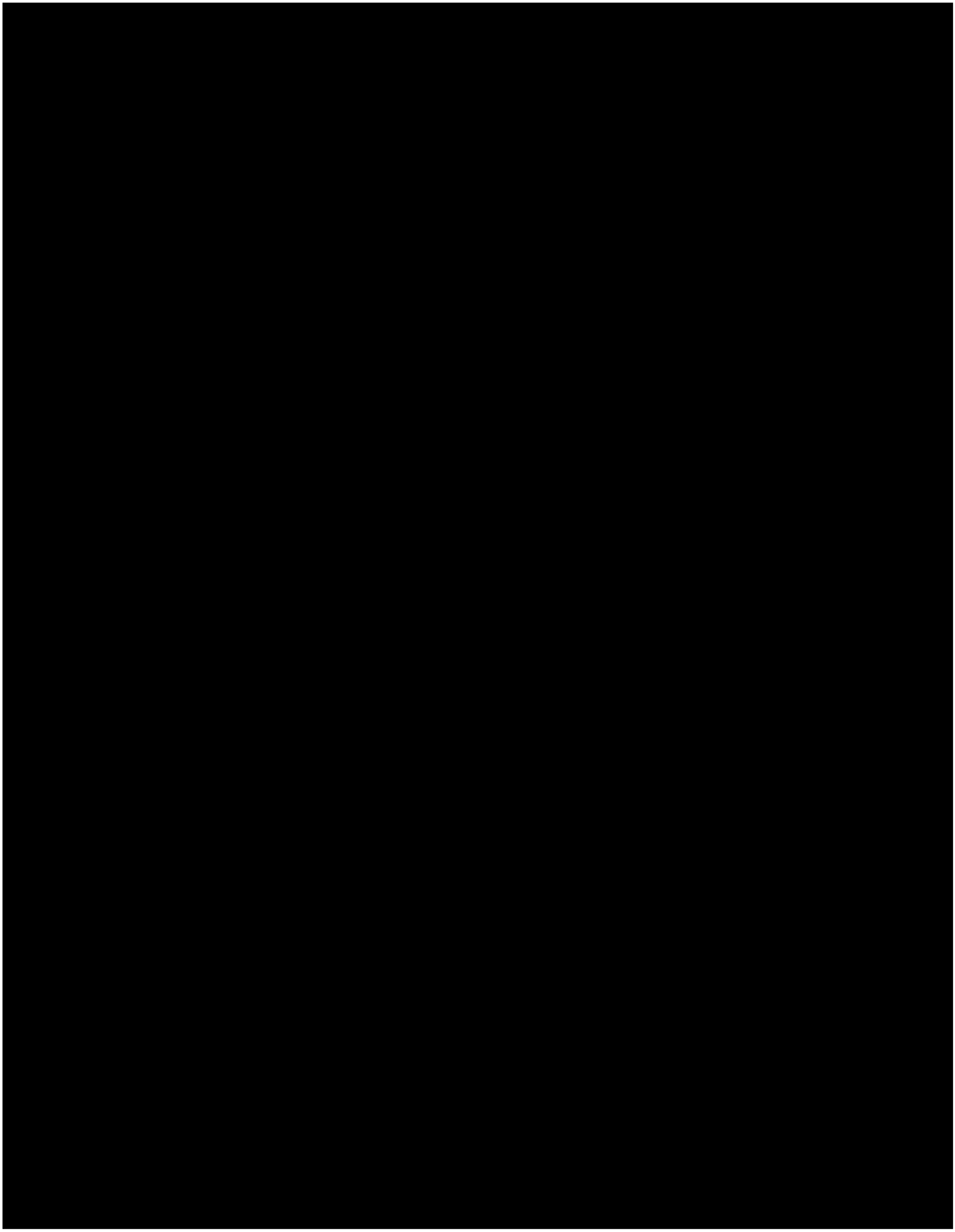

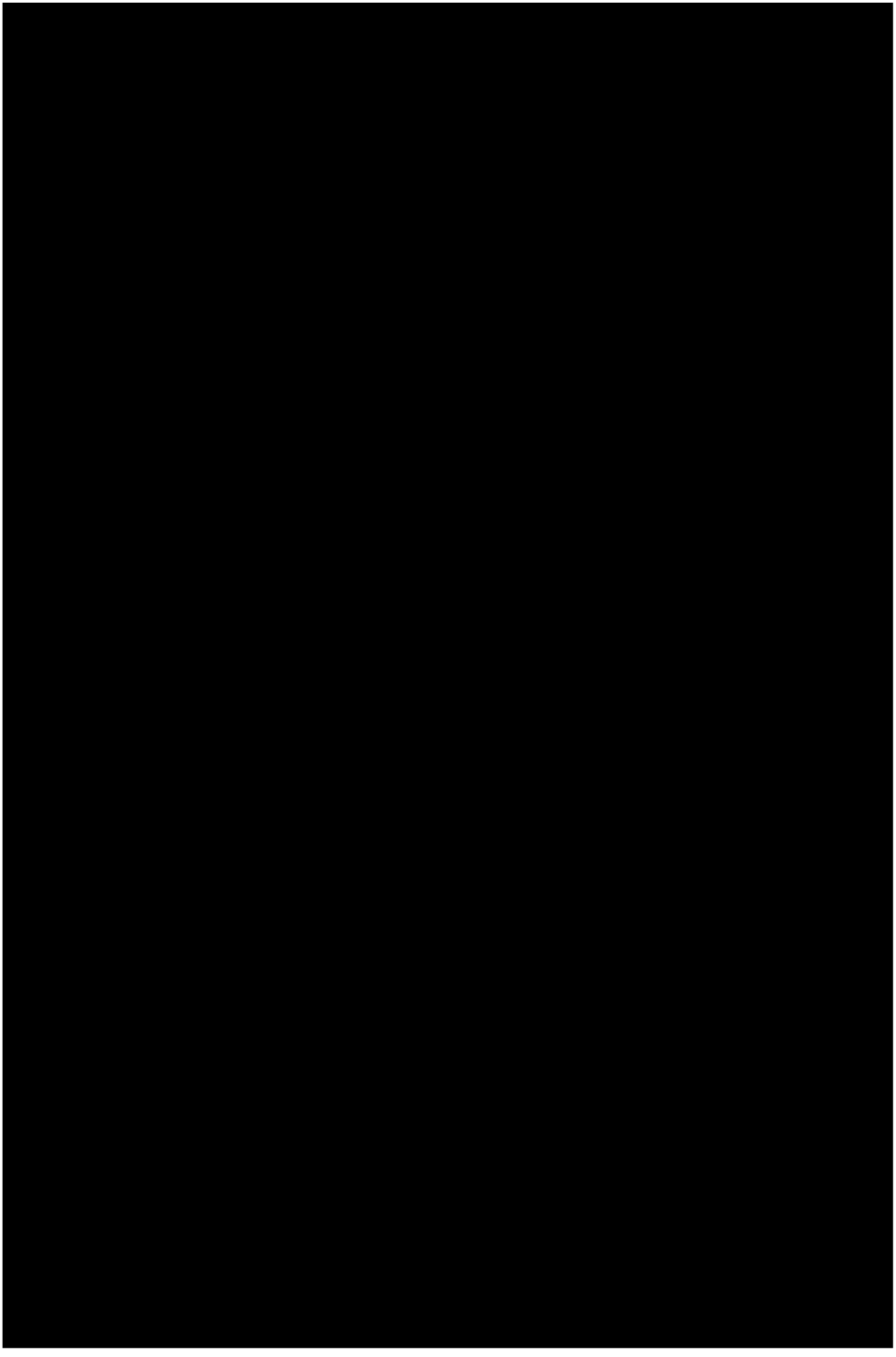

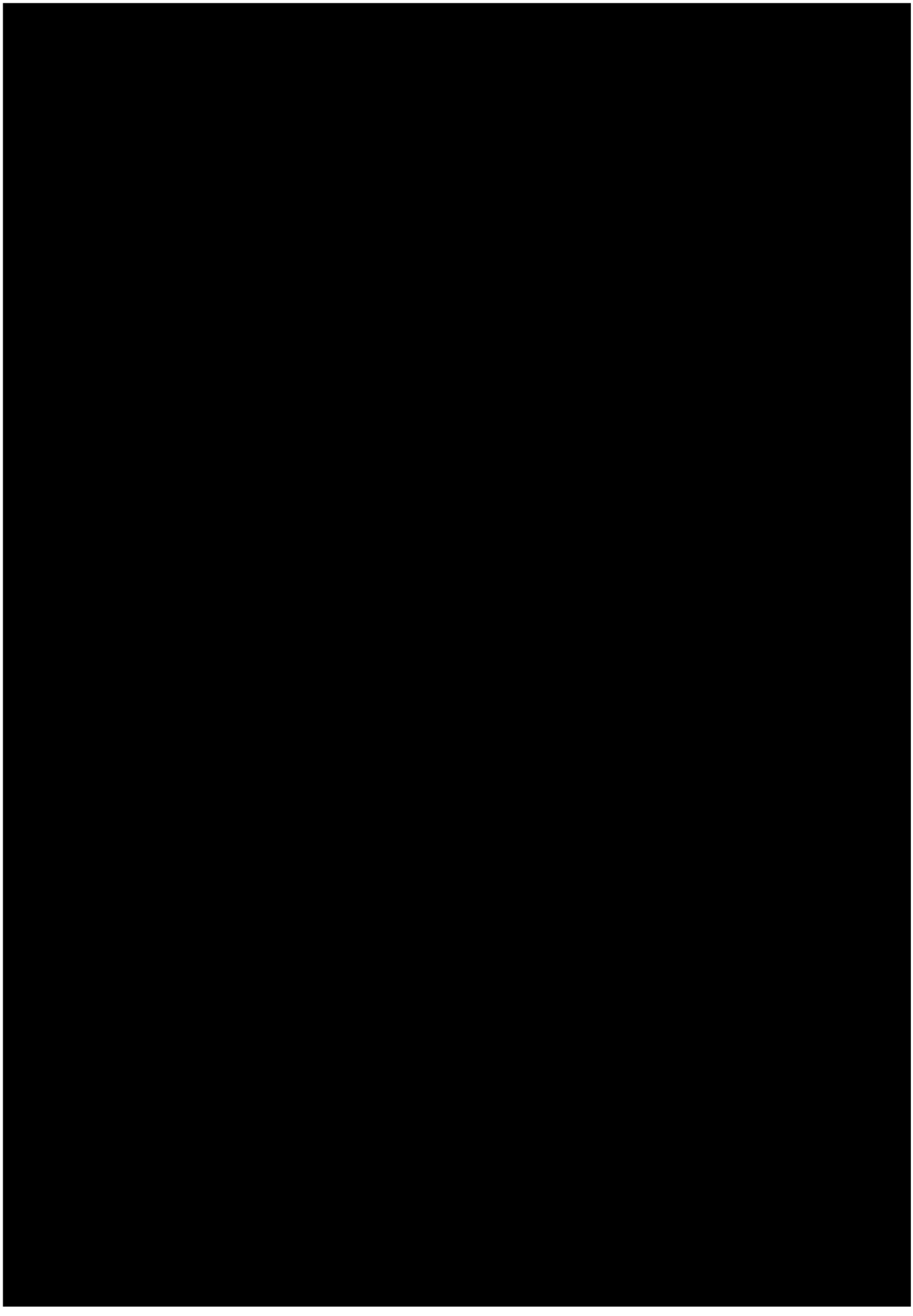

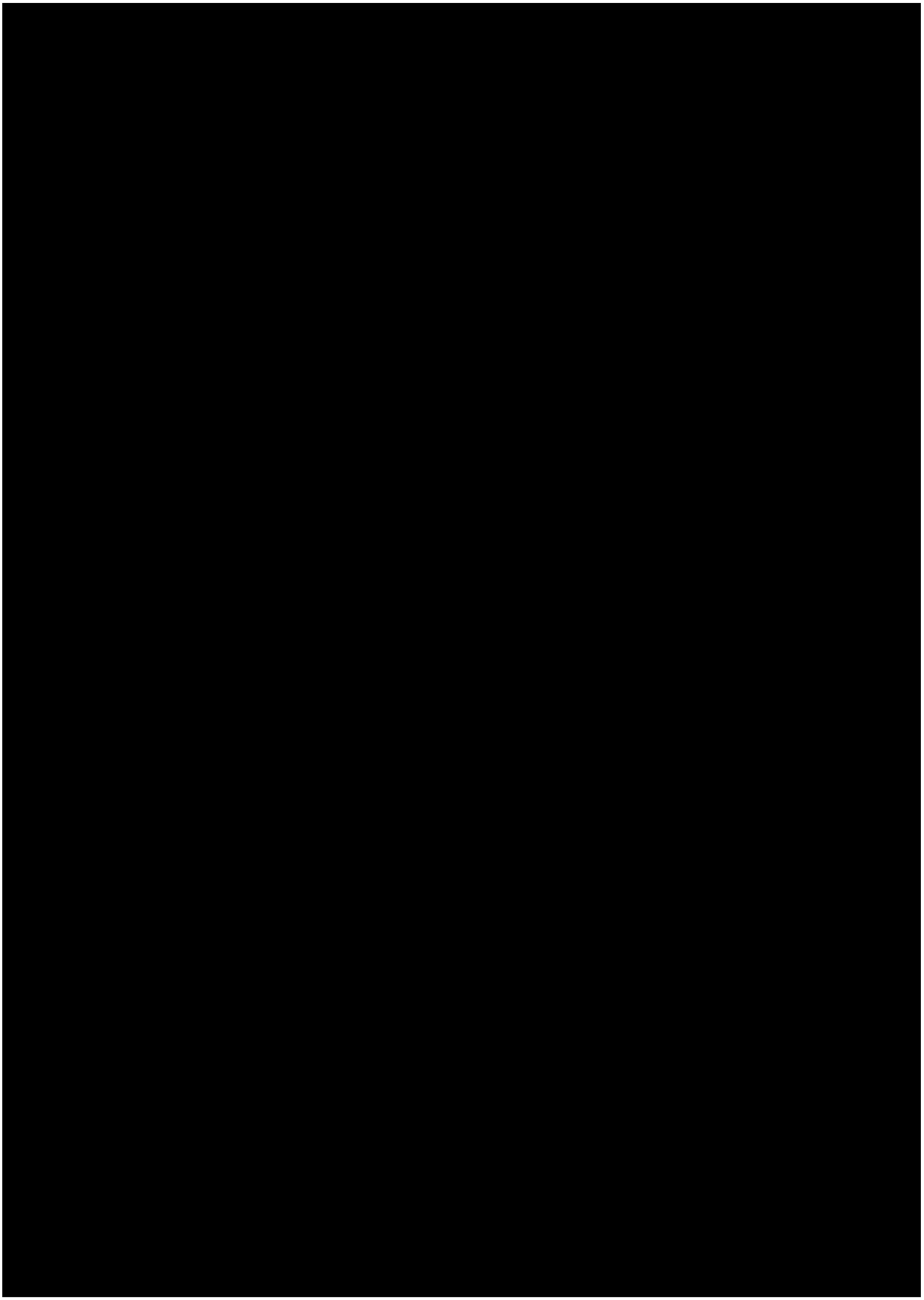

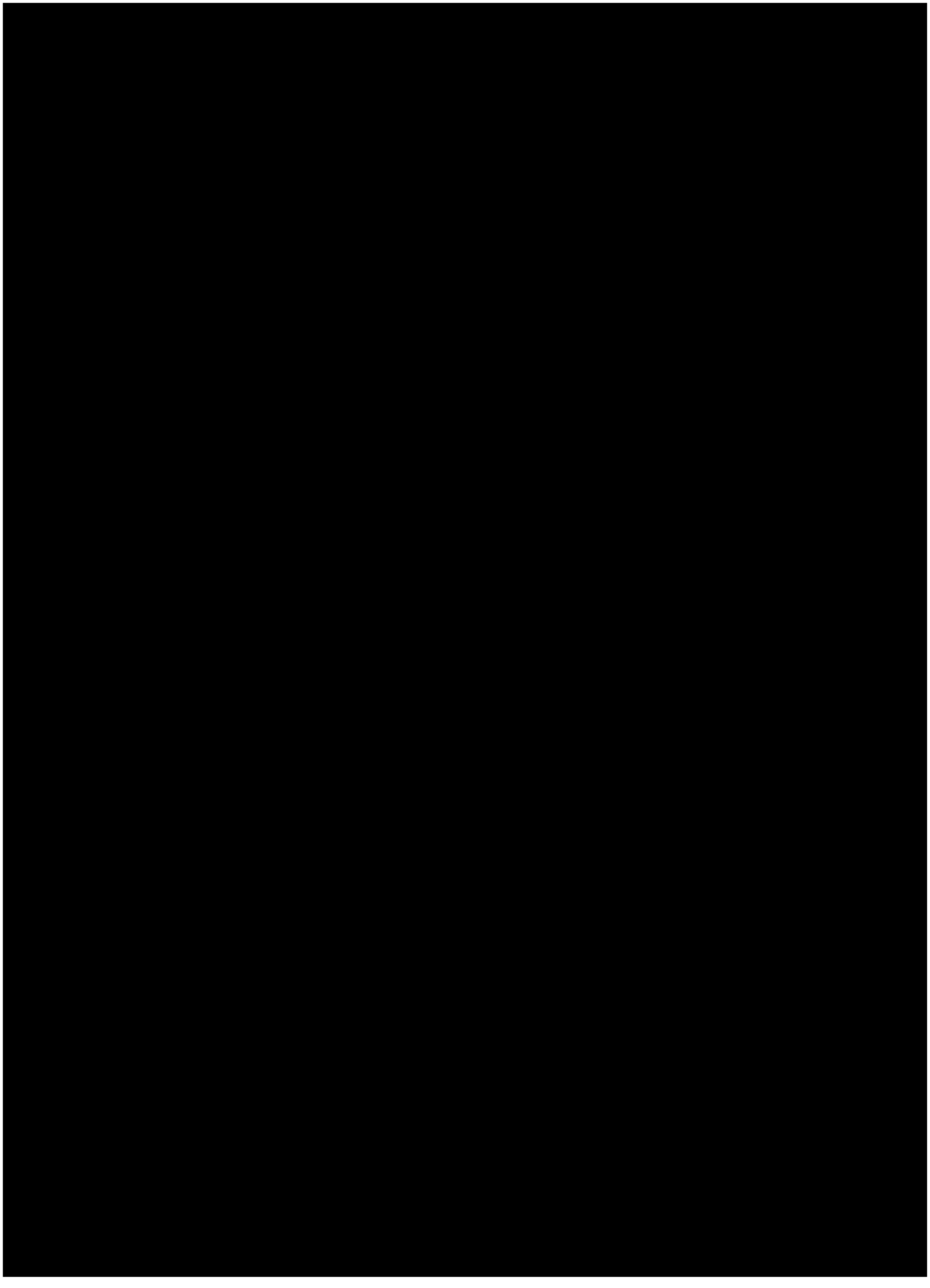

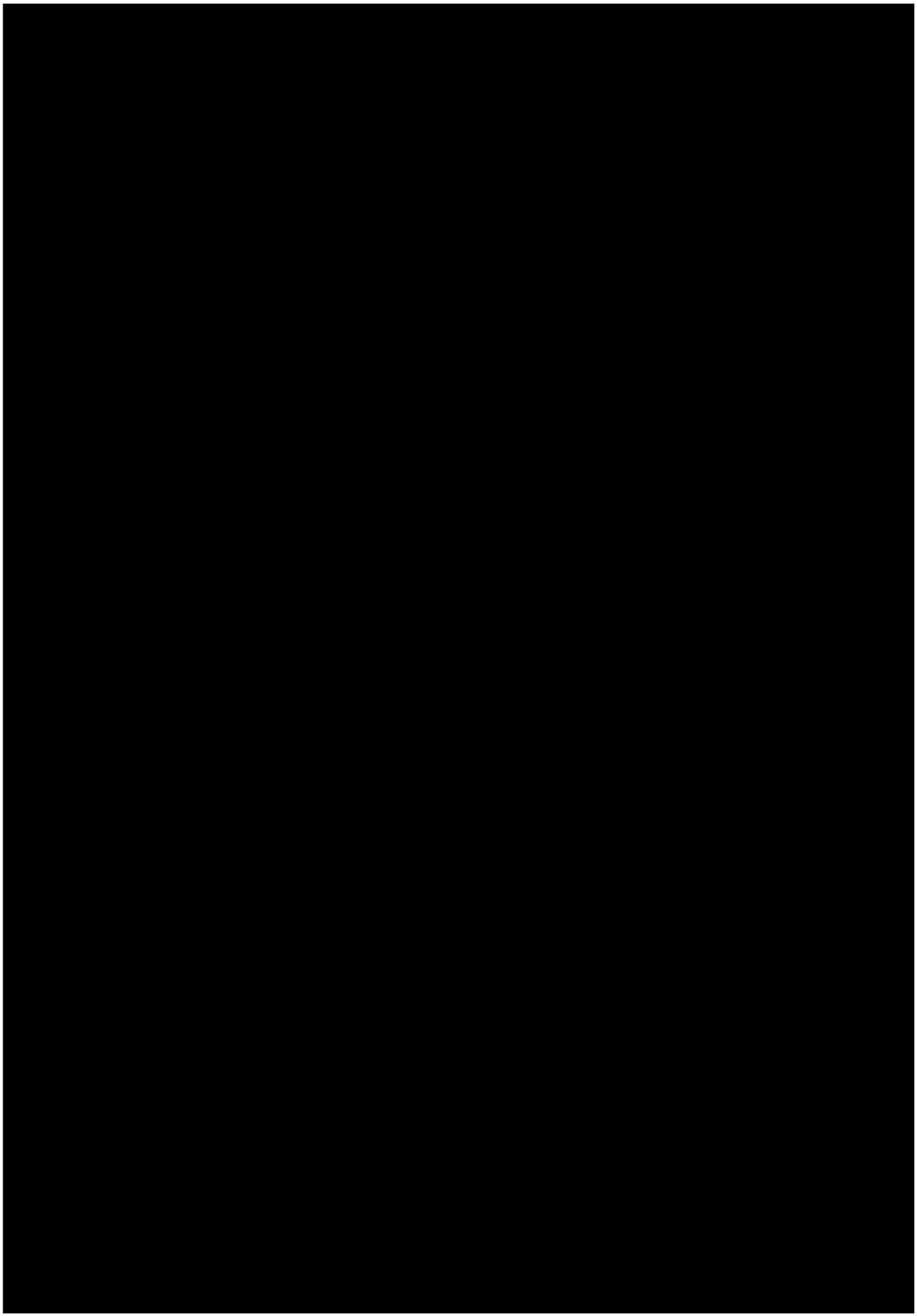

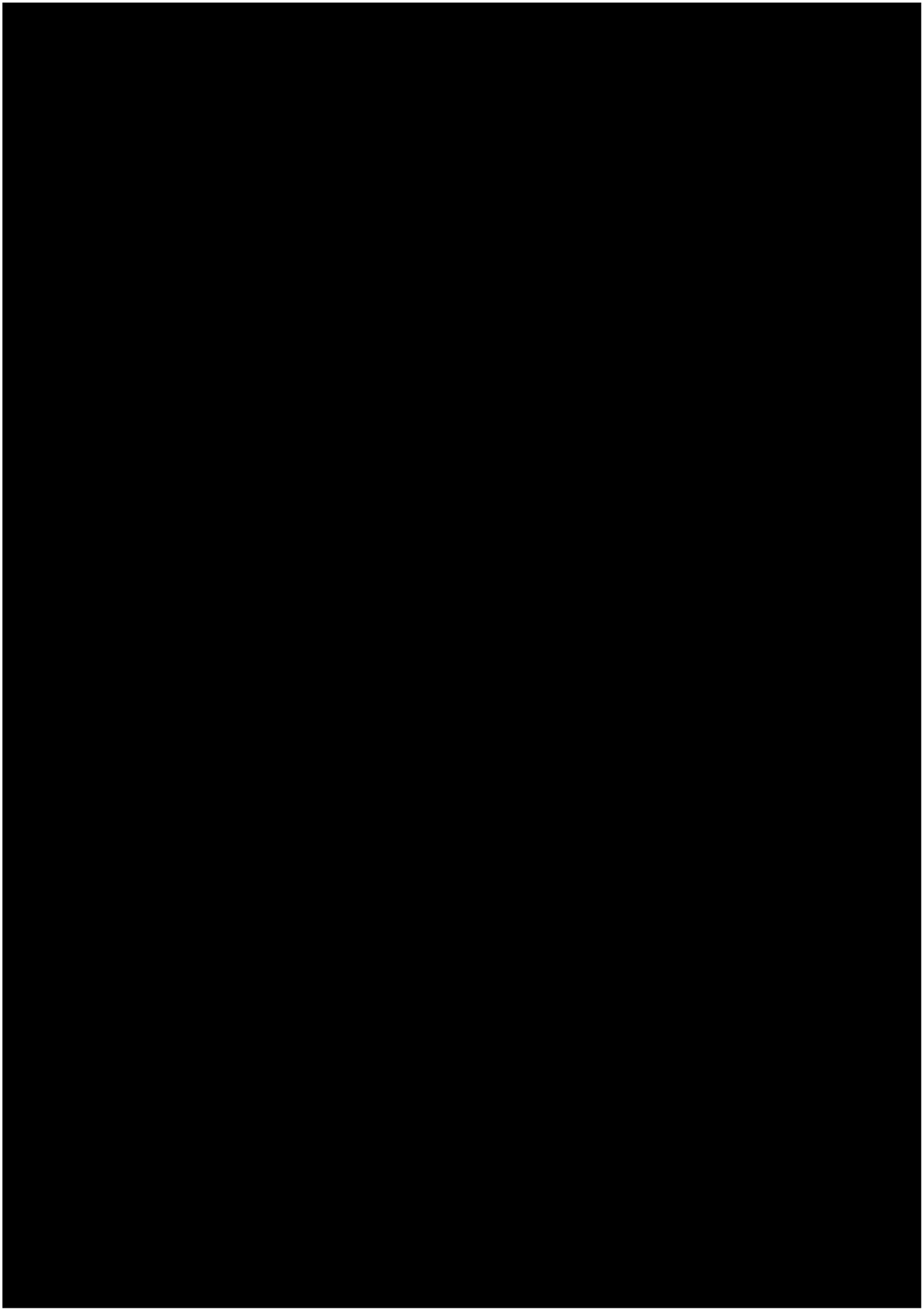

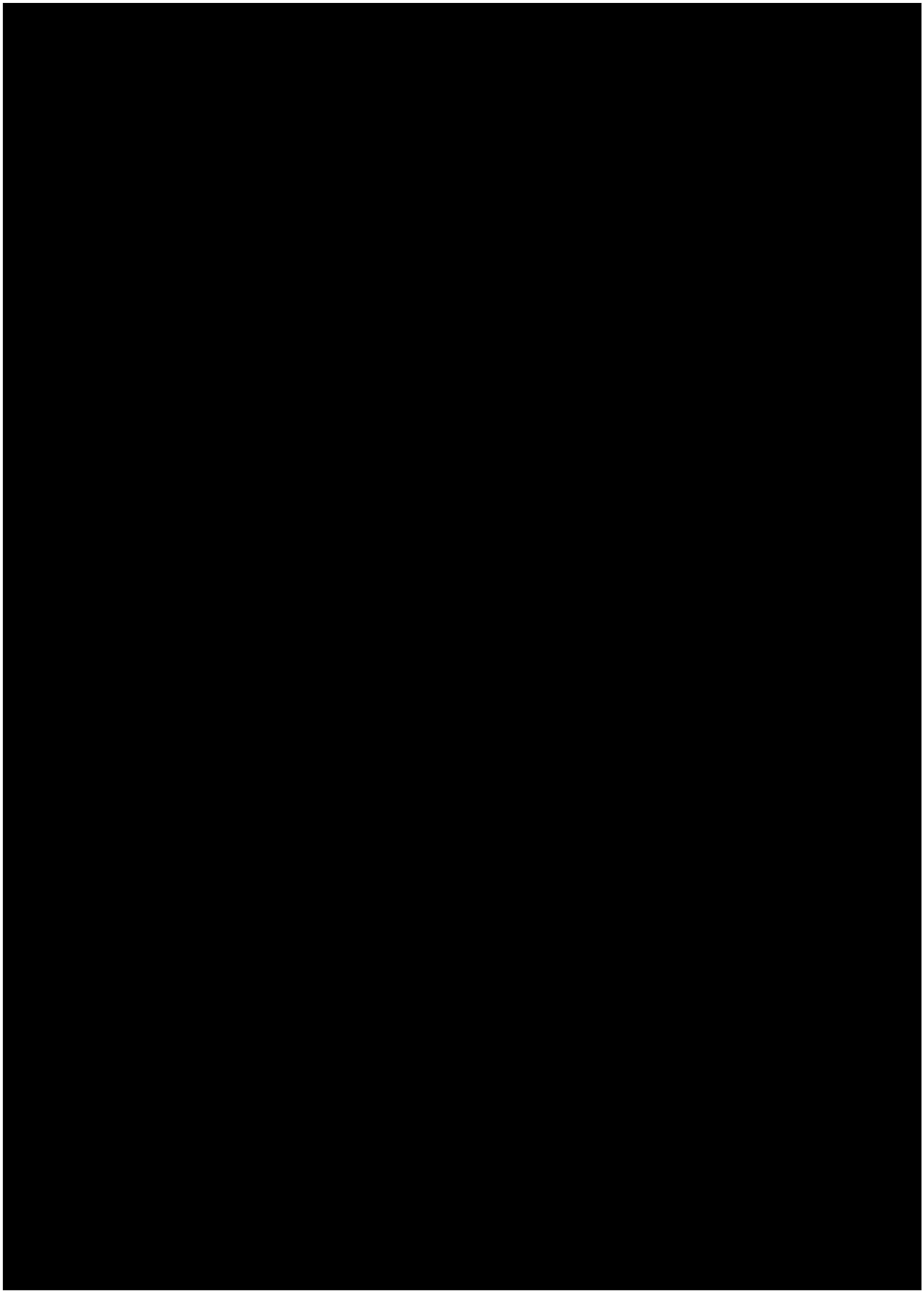

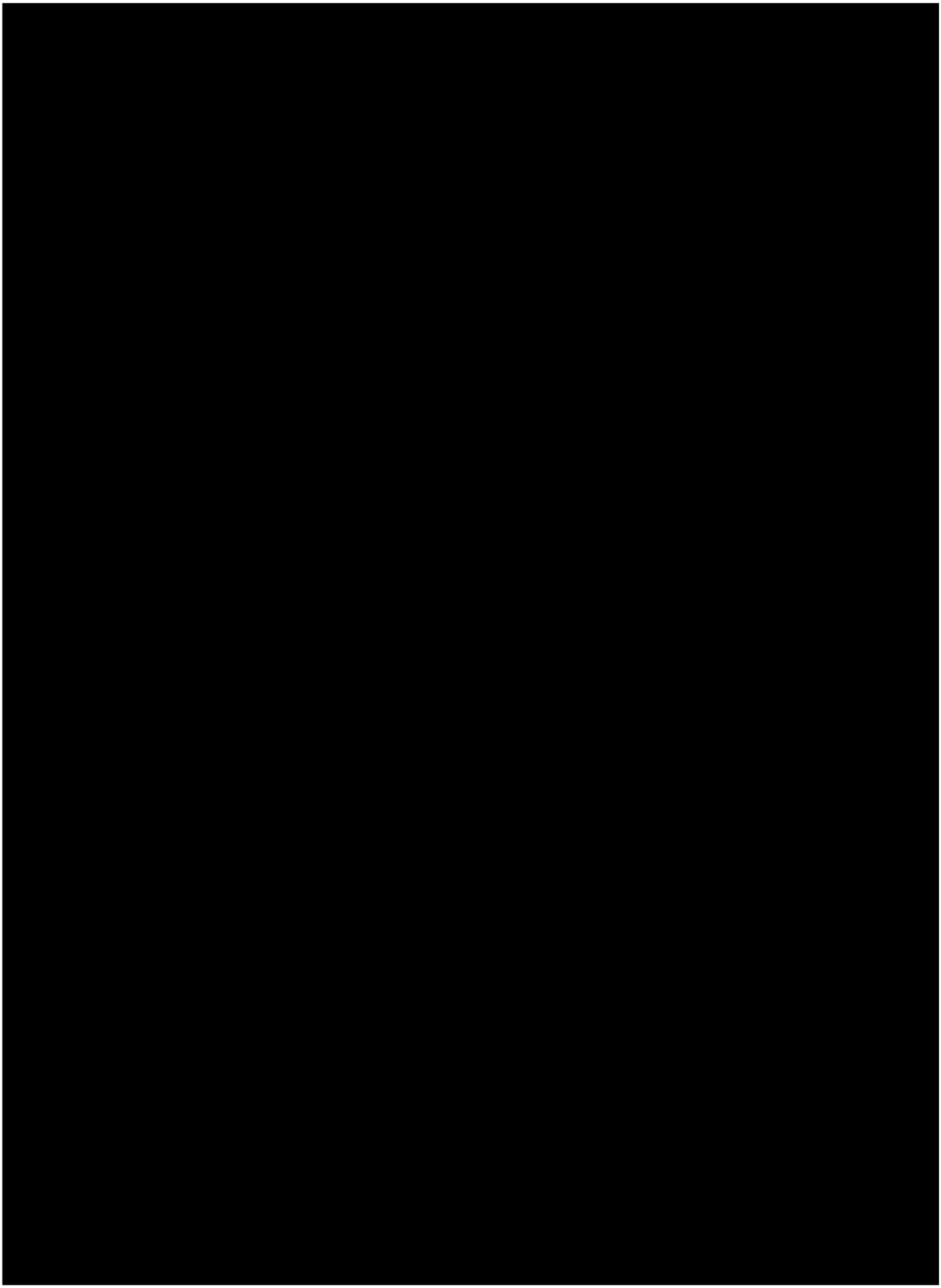

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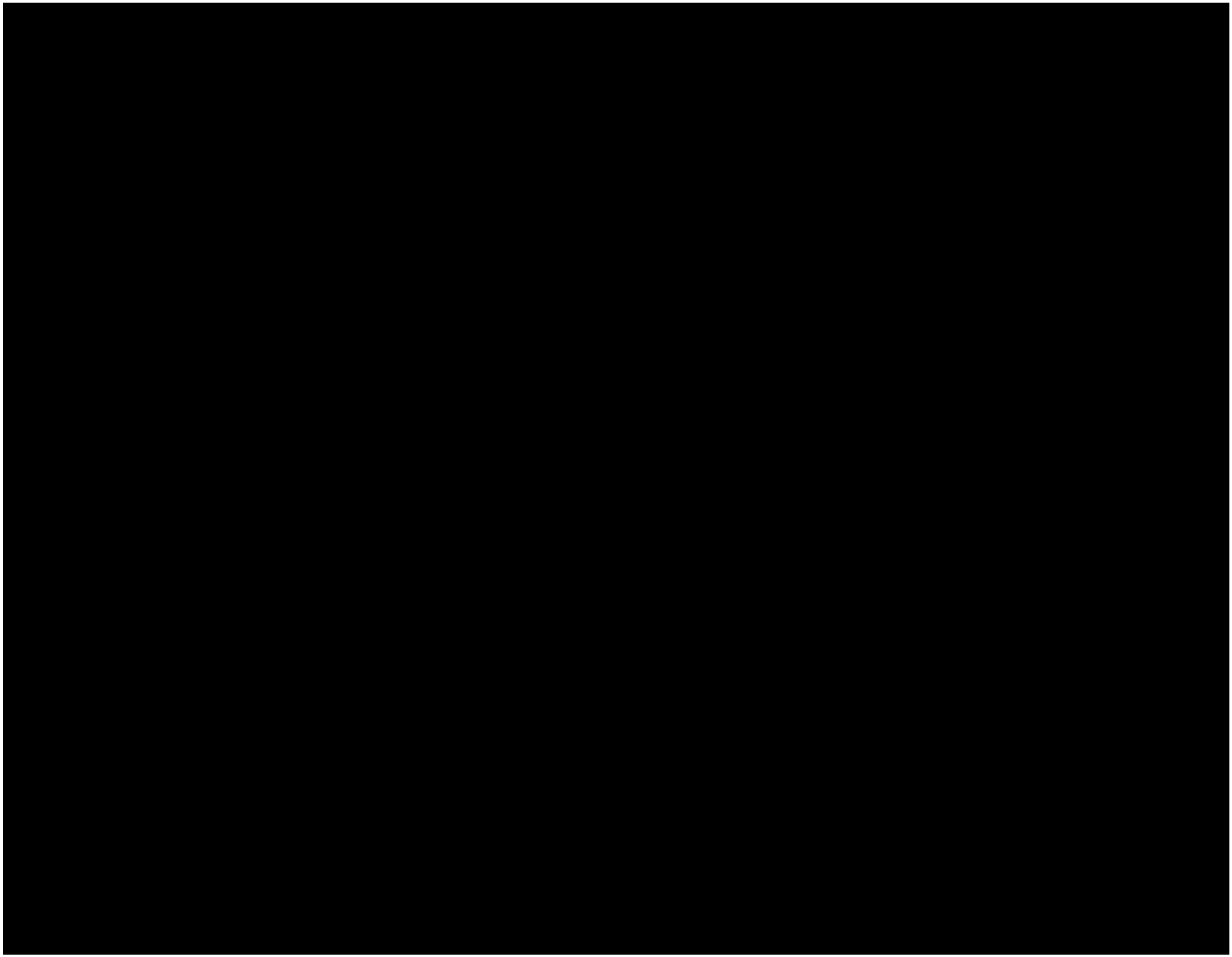

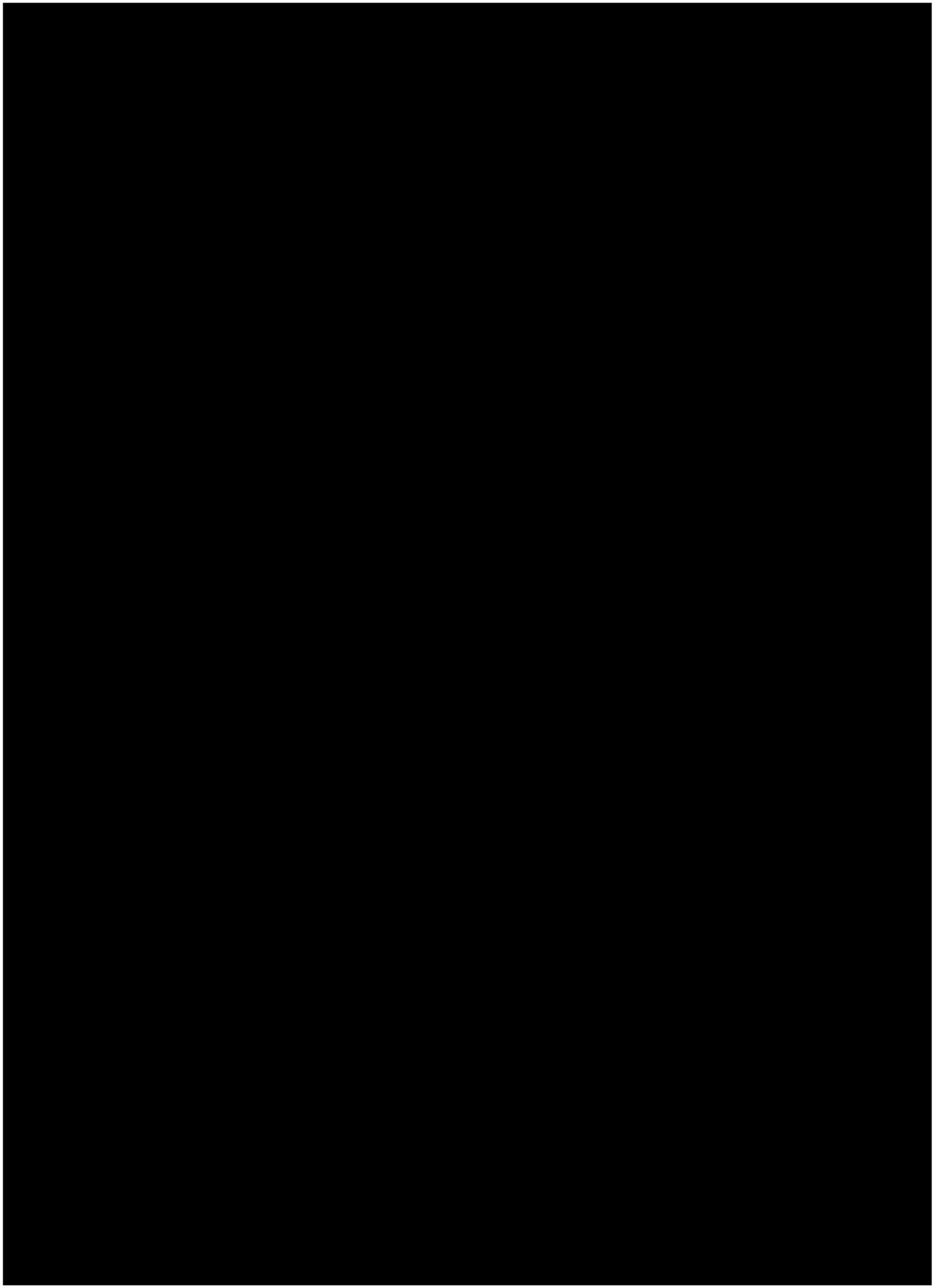

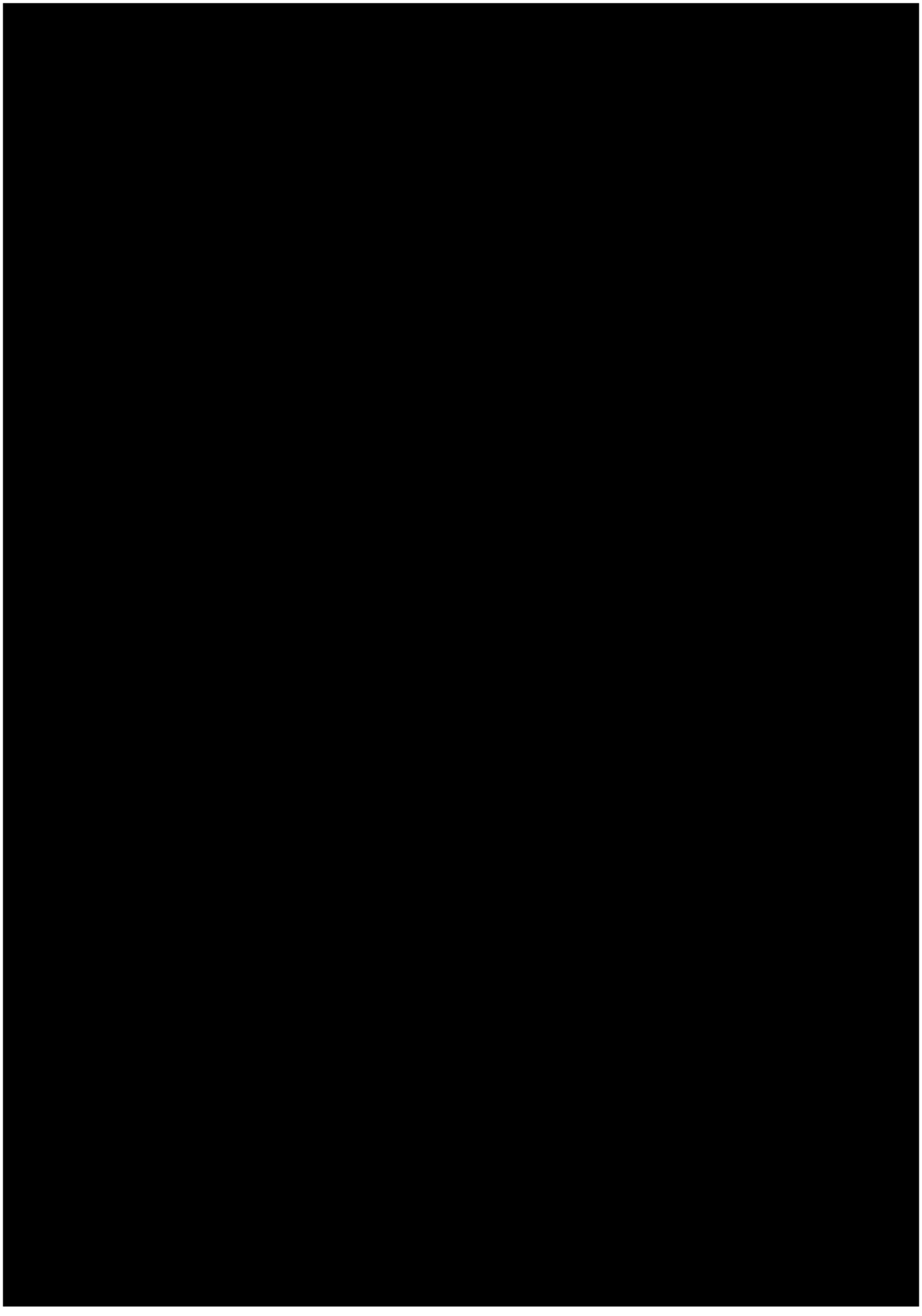

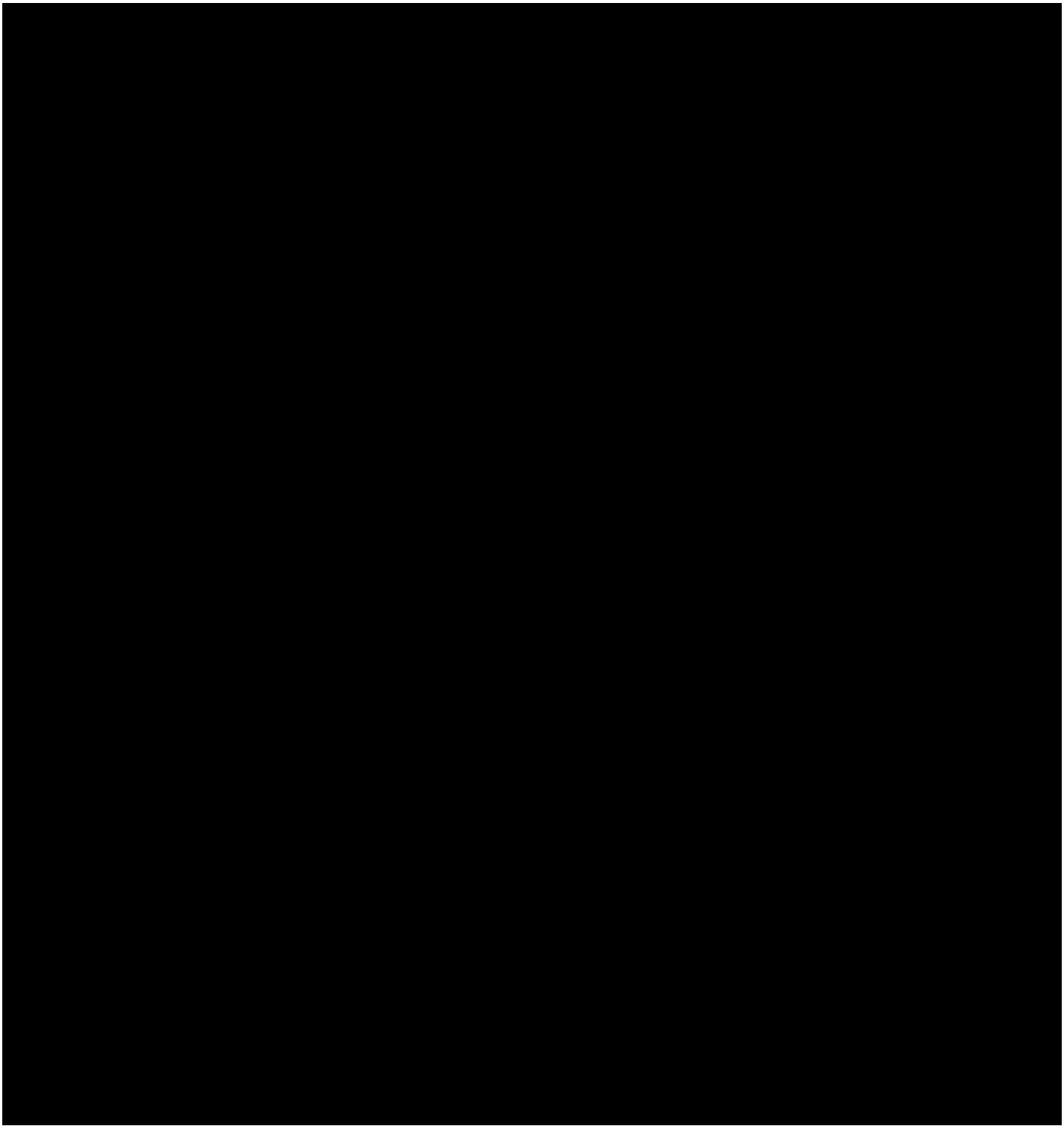

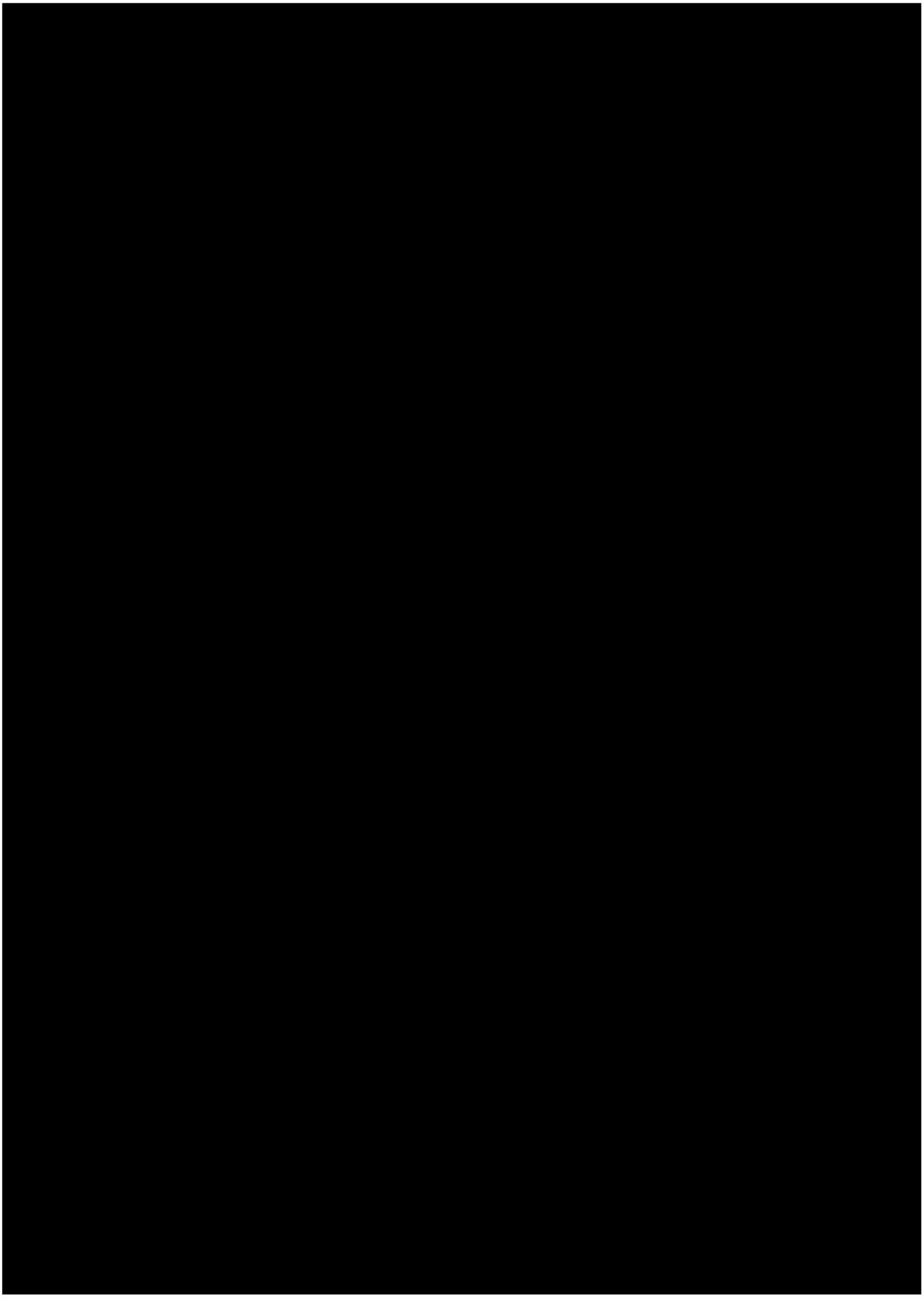

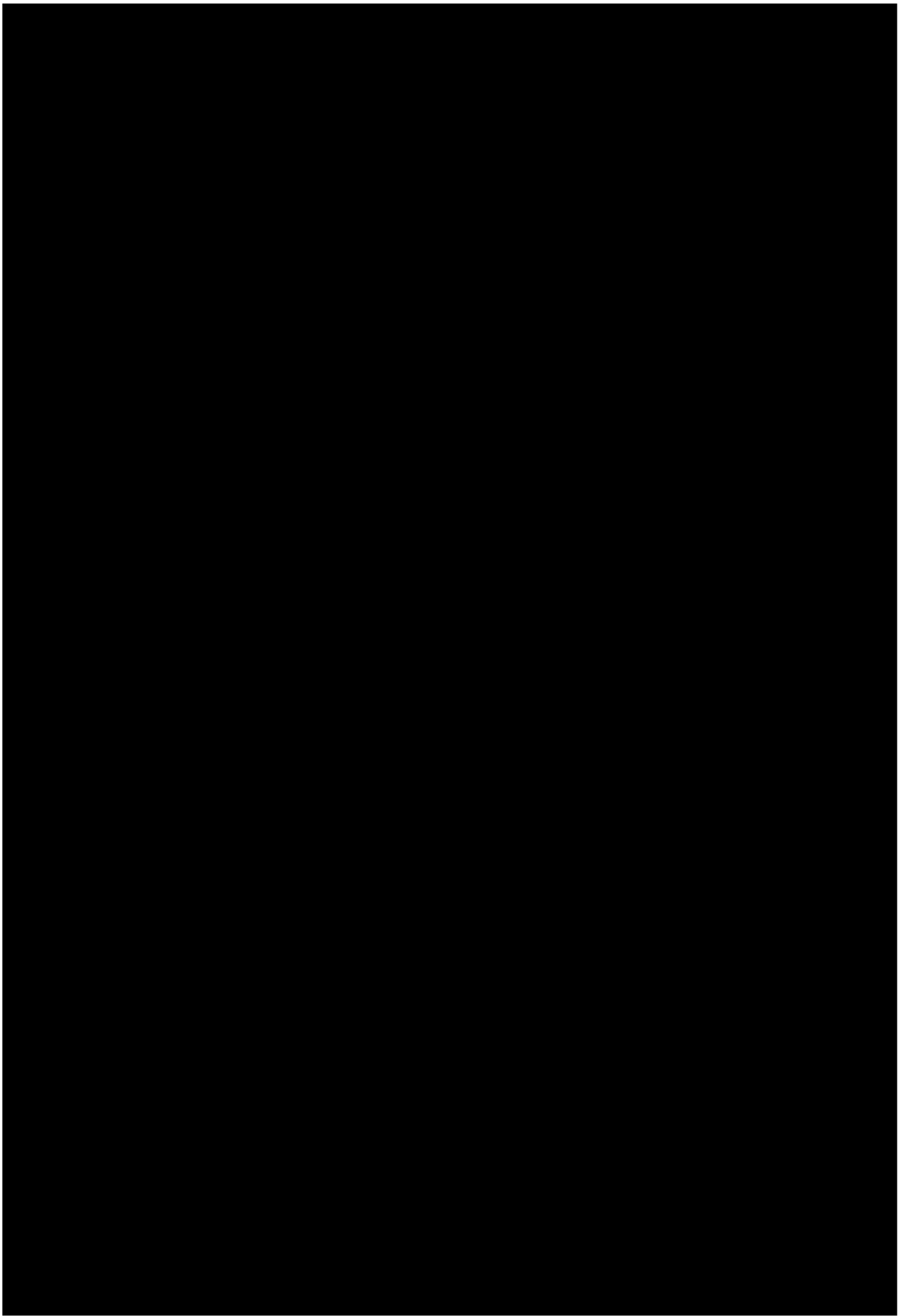

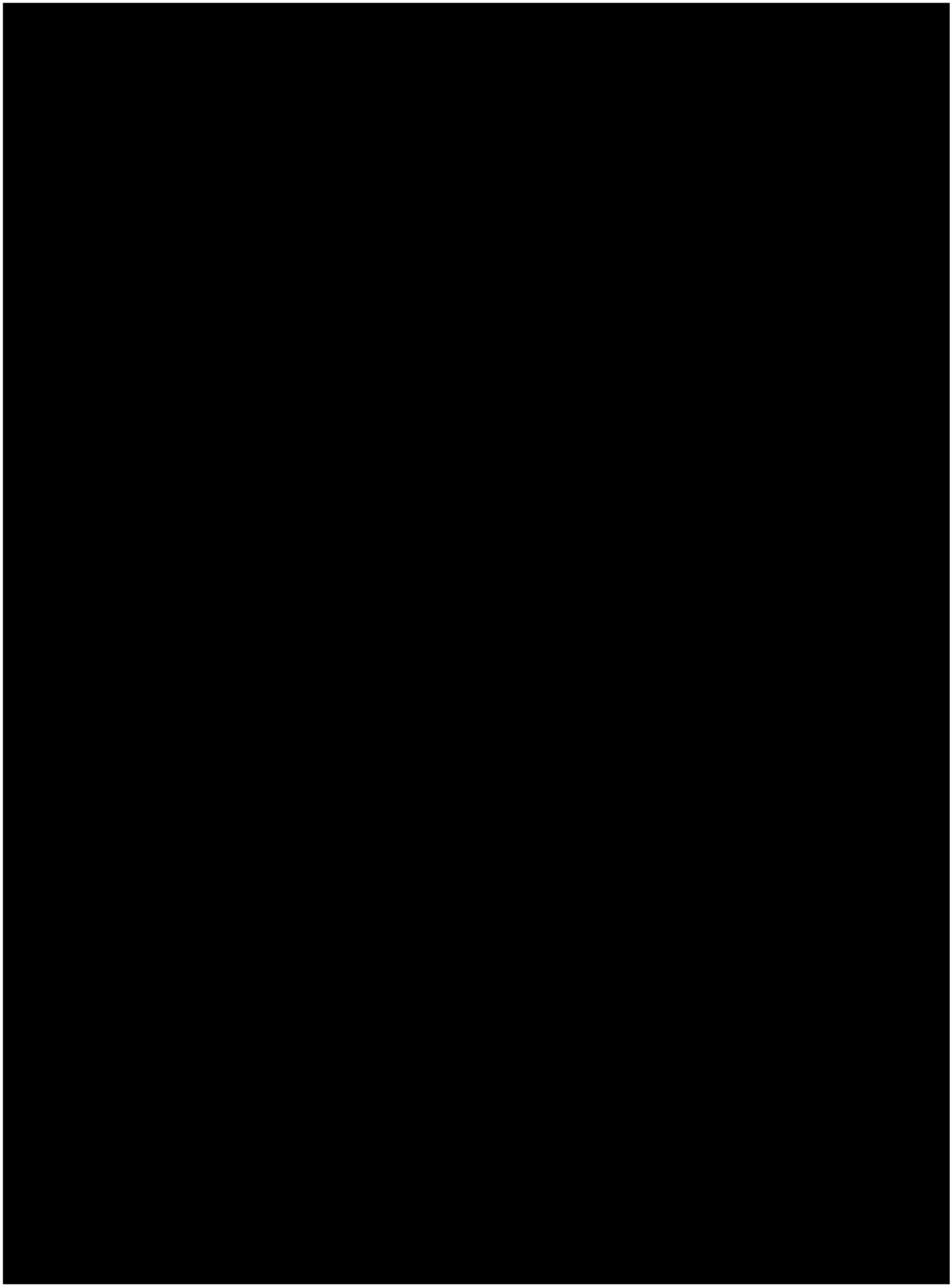

COMPANY PROFILE

Legends Hospitality's (Legends) current management staff is comprised of key personnel who have had hands-on involvement with the development and operation of some of the largest tour operations and entertainment attractions across the United States, including Walt Disney World, Yankee and Cowboy Stadiums, Madison Square Garden, Radio City Music Hall and other high traffic tourist destinations and iconic facilities. Collectively, it's executives been responsible for development, design, and construction of several +$100 million entertainment properties as well as annual sales of millions of tickets to entertainment attractions and events.

Company History

Legends which currently operates in New York City, is a business enterprise that was formed in September 2008 by the affiliates of the New York Yankees, Dallas Cowboys, Goldman Sachs Direct to serve as a broad provider of business and customer services to entertainment destinations and attractions. Currently, these offerings include tour development and operation, facility design, development and construction, catering, event planning, merchandise services, and facility management. Operated by a strong management team, Legends seeks to offer the best Guest experience available anywhere and maximize revenue for its clients and businesses.

Legends management worked with both Yankees and Cowboys management and played an integral role for the development, design, construction, Guest queuing and line flow, technology integration and theming of the new Yankee Stadium and Cowboys Stadium. Legends currently manages tour services, premium food and beverage operations, general concessions operations, catering, and retail merchandising in the state-of-the-art Yankee Stadium and Cowboys Stadium. In less than three years, Legends business has quickly grown to include the management of over 15 entertainment venues across the United States.

As part of a longterm growth plan, Legends launched a sales and marketing division, Legends Sales & Marketing ("LSM") in 2009. LSM's is staffed with professionals who have successfully sold millions of tickets every year – its mission is to assist entertainment venues in maximizing their attendance and ticket revenue, as well as sponsorship and ancillary revenue. A critical element of the Legends Sales & Marketing model is the strategic implementation of social media, the ongoing integration of new technologies, CRM and database management and sales and marketing via the Internet.

In 2012 Legends hired Dave Checketts as its Chairman and CEO; Checketts Partners Investment Fund also purchased as significant ownership interest in Legends. Dave has over 35 years of experience in the entertainment and sports industries, many of which included development and construction of significant new facilities. Projects that were concluded under Dave's leadership include the historic renovation of Radio City Music Hall in New York, the development, design and construction of the 20,000 seat Rio Tinto Stadium (home of the Real Salt Lake MLS team), and renovation and reopening of the historic Peabody Opera House in St. Louis Missouri – all these projects were completed on time and on budget. Under Dave's leadership, Legends has committed to selectively develop, build and operate entertainment facilities and venues as part of its long term growth strategy.

Through a combination of operational excellence, extremely effective sales and marketing, and legendry attention to Guest satisfaction, we provide our partners with innovative ways to create an atmosphere that is unique to their venue. For Guests, it means an unforgettable experience, customized merchandise, regional flavor and cuisine and unparalleled customer service. For our partners, it means increased attendance, better returns and greater loyalty from both Guests and clients.

Thanks to its strong management team, Legends has quickly become the authority on the total Guest experience and is committed to exceeding expectations and providing a legendary experience for each and every Guest.

COMPANY WEBSITE

www.legendshm.com

PROJECT TEAM

Legends has assembled a leadership team with a combination of deep industry experience as well as outside expertise in leading companies to create world-class experiences and maximize revenue for the owner. Our project management team has an average of 24 years in relevant industry experience. Our team is comprised of key personnel who have had hands-on involvement with the development and operation of some of the largest tour operations and entertainment attractions across the United States.

PROJECT MANAGEMENT OVERVIEW – with redacted resume, project experience, and amount of time dedicated to the project

Name	Position	Position Held Since	Industry Experience
Dan Smith	President, Legends Hospitality	2008	33
Chad Estis	President, Legends Sales & Marketing	2010	17
Marty Greenspun	Chief Customer Officer, Legends Hospitality	2008	25
Dave Kerschner	Senior Vice President - Facilities & Business Development	2012	33
David Hammer	Chief Financial Officer	2010	16
Mike Ondrejko	Chief Operating Officer, Legends Sales & Marketing	2011	14
Mike Phillips	Senior Vice President – Yankee Stadium	2008	26
John Muscalo	Vice President - Facilities	2008	30
Michael Bekolay	Vice President – Cowboys Stadium	2010	25
Eric Gelfand	Senior Vice President - Communications	2012	20

Dan Smith – President and Chief Operating Officer – Legends Hospitality

Dan Smith, President of Legends Hospitality, has more than 30 years of first hand Guest and hospitality industry experience having been involved in the opening and operation of over 50 entertainment venues across the United States. Under Dan's leadership, we have set a new industry standard for customer service, creative thinking and quality product offerings. His unique approach and true "partnership" vision has resulted in record setting per cap revenues for the venues we manage. Dan holds an MBA in Corporate Strategic Planning from Pace University, and a Bachelor of Science Degree in Accounting from St. Francis College.

Dan has been responsible for Legends efforts on Yankee Stadium and Cowboys Stadium and the project references sited are familiar with this work. Dan will devote 15 - 20 hours weekly to the project in the Pre-Opening phase and 5 to 10 hours per week thereafter. Dan is not currently scheduled to participate in any other project as a member of the development team between now and December 2014.

Chad Estis – President – Legends Sales & Marketing

As President of Legends Sales & Marketing, Chad Estis is responsible for the sales strategy and client development for the Legends division. Under his role as President, Mr. Estis successfully created and implemented the highest-grossing and most-visited stadium tour business in all of professional sports at Cowboys Stadium. Critical components to the success of the Cowboys Stadium tour was the successful launch of the first and only self-guided tour of a facility in all of sports. In addition, as part of Mr. Estis' Cowboys Stadium tour strategy, he implemented unique sales and marketing strategies, an outbound travel and tourism call center, catering packages and event planning into the highly-successful tour operation at Cowboys Stadium.

Mr. Estis entered his current role following the successful completion of the Cowboys Stadium ticket sales project, where he was responsible for setting record ticket sales levels in the NFL. Before joining the Cowboys, Mr. Estis served as Executive Vice President and Chief Marketing Officer for the Cleveland Cavaliers and Quicken Loans Arena from 2006 to 2007, overseeing all ticketing, sales, marketing, community relations, communications, website development and entertainment operations.

Chad has been responsible for Legends sales efforts and the tour at Cowboys Stadium and the project references sited are familiar with this work. Chad will devote 5 – 10 hours weekly to the project in the Pre-Opening phase. Chad is scheduled to participate in sales efforts related to the Rose Bowl and 49ers Stadium between now and December 2014.

Dave Kerschner, Senior VP of Facilities and Business Development,

In his role of SVP Facilities and Business Development, Dave is responsible for Legends new projects and business development efforts involving new facilities. Dave recently joined Legends and has over 30 years experience in all aspects of Project Development, Construction and Management in the entertainment industry. Most recently Dave has been responsible for the Development, Design, and Construction of the $110 million Rio Tinto Stadium in Salt Lake City and the $76 million Renovation of the Peabody Opera House in St. Louis. Dave was also responsible for the $8 million construction of Discovery TSX in Times Square. For 7 years Dave was with Walt Disney Imagineering in the Project Finance and Program Management Group. While with Disney he was a member of the management team responsible for the development and construction of MGM Studio Tour Theme Park, Disneyland Paris, and a host of other attractions at Disney Theme Parks throughout the world. In addition, Dave spent 12 years as CFO and COO of Radio City/MSG Entertainment in New

York; during such time Dave had executive management responsibility for all aspects of the Radio City Music Hall Grand Tour and the retail store. Dave holds a BSME, an MBA and is a Licensed Professional Engineer.

Dave has been responsible for the Peabody Opera House and Rio Tinto Stadium as well as several Disney projects and the project references sited are familiar with this work. Dave will devote 20 to 30 hours weekly to the project in the Pre-Opening phase and time as needed thereafter. Dave is currently working on Legends' efforts related to a new arena in Las Vegas and may be participating in that project as a member of the development team between now and December 2014.

Marty Greenspun – Chief Customer Officer – Legends Hospitality

Marty Greenspun is a 25-year veteran of professional sports and venue operations and management. As Legends' Chief Customer Officer, he is currently acting as the primary New York Yankees representative for all concessions and retail at the new Yankee Stadium. In addition, Mr. Greenspun focuses on Guest experience, customer feedback and customer retention and research. Mr. Greenspun was actively involved with all aspects of the development of the new Yankee Stadium and the development of its Guest services operating philosophies, including the establishment of the Yankee Stadium tour operating policies, marketing and pricing (for both the original and new Yankee Stadium tour operations).

From 2003 to 2007 Mr. Greenspun was Chief Operating Officer for the Los Angeles Dodgers, where he was responsible for all aspects of the Dodgers' business operations, including ticketing and the development of a stadium tour program and its concession and merchandise operations. During his time there, the stadium reached record levels of attendance and revenue. Mr. Greenspun then rejoined the Yankees as Senior Vice President, Strategic Ventures, and became one of the primary liaisons between the Yankees and Legends. Presently, he is working with Legends and the Yankees on the development of Guest experience concepts, ticket sales and marketing and the overall concessions and merchandise operating plan. Mr. Greenspun and his family currently reside in New York, New York.

Marty was integrally involved in the opening of the new Yankee Stadium and management of its tour. He will devote time as needed to the project in the Pre-Opening phase and thereafter. Marty is not currently scheduled to participate in any other development projects on behalf of the company from now until December 2014.

David Hammer – Chief Financial Officer

David Hammer is Legends' Chief Financial Officer. He brings to Legends more than 15 years of food and beverage and consumer products experience. Prior to joining Legends, Mr. Hammer spent almost ten years with PepsiCo in a number of finance leadership roles in the North American beverage business, including Chief Financial Officer for the Foodservice Division, Vice President of Strategy and Business Development, and Vice President of Financial Planning and Analysis. Before joining PepsiCo, Mr. Hammer spent three years in Field Finance of the Pepsi Bottling Group in Boston, Massachusetts. In addition to working within the Pepsi system, Mr. Hammer led strategic planning for the Derby Cycle Corporation, the world's largest branded bicycle company, and he served as a consultant with Mercer Management Consulting. He is a graduate of the Wharton School of the University of Pennsylvania.

David is involved in all the company's venues including Yankee and Cowboy stadiums. David will devote 5 hours weekly to the project in the Pre-Opening phase and time as needed

thereafter. David is not currently scheduled to participate in another development project between now and December 2014.

Mike Ondrejko – Chief Operating Officer – Legends Sales & Marketing

Mike Ondrejko is responsible for developing new platforms to employ Legends sales strategy to help properties, facilities, and franchises maximize their value thought training, process development, and sales execution. Mike recently joined Legends after serving as the SVP of Corporate Hospitality for Madison Square Garden. In that role he was responsible for driving over $450 million in Suite Commitments in selling the newly created inventory to help fund MSG's ongoing renovation. Prior to joining MSG, Mike worked for the Cleveland Cavaliers most recently as their Vice President of Ticket Sales and Service. During his 7 year tenure, the Cavaliers organization built and sold-out three new premium seating clubs and experienced a 320 percent growth in revenue. While with the Cavaliers Mike's duties included direct responsibility for the box office and ticketing system for all games, concerts, and events. Prior to joining the Cavs, Mike was involved in developing and selling corporate marketing and hospitality for Palace Sports & Entertainment and ISP. Mike is a 1998 graduate from LeMoyne College.

Mike will devote15 to 20 hours per week to the project in the Pre-Opening phase and time as needed thereafter. Mike is scheduled to participate in efforts related to the Rose Bowl and 49ers Stadium between now and December 2014

Mike Phillips – Senior Vice President – Yankee Stadium

Michael Phillips brings more than 25 years of experience to Legends. He has been an important player in the Guest service business for major sporting events, including the World Series, All Star Games, NBA Playoffs, NCAA Regionals, and NFL Playoffs. Mr. Phillips was previously involved in the direction of Sportservice as Regional Vice President, and also served as Chairman of the California Business Council for Delaware North's lodging, airport and sports divisions. During that time, he handled accounts for the San Diego Padres, the Los Angeles Dodgers retail operations, and the Texas Rangers. Mr. Phillips formed and served as President of Excel Foodservices Company and has worked in every region of the United States. Additionally, as an independent consultant, Mr. Phillips worked with the state of Maine, the Maryland National Park and Planning Commission, and Stanford University developing operational plans and financial goals for retail and dining operations. Mr. Phillips holds a Master's Degree in Business Administration in Accounting Curriculum from Keller Graduate School and a Bachelor of Arts Degree in Business Administration from Baker University.

Mike was integrally involved in the opening of the new Yankee Stadium. He will devote time as needed to the project in the Preopening Phase and 5 to 10 hours a week during its operation. Mike is not currently scheduled to participate in any other development projects on behalf of the company from now until December 2014.

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Jon Muscola – Vice President – Facilities

Jon Muscalo has been involved in the management of foodservice functions for sports and other facilities since 1968. He has over 30 years of experience with facilities design and capital purchasing success across food and restaurant operations. Mr. Muscalo has designed and administered the construction efforts of several MLB and NFL stadiums, NHL and NBA arenas, major convention centers, and more than 25 minor league ballparks. Most recently, Mr. Muscalo administered the foodservice design and oversaw the construction for the new Yankee Stadium. Before becoming a Vice President of Legends Hospitality, Mr. Muscalo

held the role of Vice President of Facility Design and Capital Purchasing for Centerplate, beginning in 1991. There, he managed the equipment division and directed the design of all foodservice facilities, including the specification of foodservice equipment, small wares, point-of-sale equipment, infrastructure design, and the selection of architects, designers and general contractors. Previously, Mr. Muscalo managed foodservice functions for four movie theatre circuits, the sports facilities of nine major universities, and two 20,000-seat amphitheaters. He has also held foodservice management positions throughout the United States and the Caribbean.

Jon has been responsible for much of Legends effort on Yankee Stadium and Cowboys Stadium openings and the project references sited are familiar with this work. Jon will devote 15 - 20 hours weekly to the project in the Pre-Opening phase and time as needed thereafter. Jon may participate in the development team for a New York based food service facility between now and December 2014.

Michael Bekolay – Vice President – Cowboys Stadium

Michael Bekolay is Legends Vice President at Cowboys Stadium. His responsibilities include management and operation of the Cowboys Stadium Tour and food, beverage and merchandise operations at the stadium. His twenty-five plus years of industry experience includes management in all four major north American sports leagues as well numerous NCAA division I teams. Prior to Legends, Michael was Vice President of operations with Centerplate and the Boston Culinary Group where he oversaw the food, beverage and merchandise operations for the Miami Dolphins, the Florida Marlins and the University of Miami at Sunlife Stadium. During his career he has been instrumental in the successful operation of two Superbowls, three Orange Bowls, a BCS football championship, two Stanley cup championship series and countless blockbuster concerts. He holds a baccalaureate of Commerce from the University of Guelph Hotel and Food Administration program with minor in accountingç

Michael will devote time as needed to the project and is not currently scheduled to participate in any other development project between now and December 2014.

Eric Gelfand – Senior Vice President – Communications

Eric Gelfand is Senior Vice President, Communications for Legends. Mr. Gelfand is responsible for the company's overall internal and external communications as well as its brand strategy development and implementation. Prior to joining Legends, Mr. Gelfand served as the Senior Vice President, Communications for SCP Worldwide where he was responsible for the strategic media positioning and branding for all of its businesses including the National Hockey League's St. Louis Blues, Major League Soccer's Real Salt Lake, Tupelo Honey Productions and Running Subway Production while also serving as the primary spokesperson for the

Additionally, Mr. Gelfand worked for 12 years at Madison Square Garden in a variety of departments, culminating as the Vice President, Public Relations for MSG Networks and Sports Properties from 2001 to 2006, where he served as the daily media liaison for both divisions. He also played a key role in the growth and development of both, MSG Network and FSN New York as well as the Garden's college basketball and boxing franchises. Mr. Gelfand received his BA in Political Science from the University of Delaware in 1993.

Eric was responsibility for publicity and media relations concerning the openings of the Peabody Opera House and Rio Tinto Stadium and the project references sited are familiar

with this work. Eric is not currently scheduled to participate in any other project as a member of the development team between now and December 2014.

In addition to those management personnel named above, Legends will hire 25 full time management staff, a daily operating staff of approximately 70, and Food and Beverage associates as needed. As mentioned earlier in this proposal, we have identified two very strong candidates for the position of VP and General Manager; both have served in executive management roles for other observation decks and guest tours. With your approval we will select and hire one of those individuals within 30 to 60 days of being awarded this work.

SECELTED DETAILED RESUMES
FOR LEGENDS PROJECT LEADS

212 490 1414 200 PARK AVENUE, NEW YORK, NY 10166 DSMITH@LEGENDSHM.COM

DANIEL SMITH

President – Legends Hospitality, LLC

Qualifications for Executive-Level Management

Accomplished senior management professional with more than 30 years of first hand Guest and hospitality industry experience having been involved in the opening and operation of over 50 entertainment venues across the United States. Instrumental in setting new industry standards for customer service, creative thinking and quality product offerings. His unique approach and true "partnership" vision has resulted in record setting per cap revenues for the venues. Areas of expertise include operations management, start-up operations, business development, budget preparation, and P&L/financial responsibility. Dan takes a hands on approach to management – whether dealing with one Guest's concern or managing the delivery of legendary experiences to the millions of Guests he and his staff serve every year.

KEY CONTRIBUTIONS

Operations Management

- Administered the deployment of over $150M in capital expenditures in the last four years. All projects have been on time and under budget.
- Managed the company's services to millions of Guests, providing legendary quality Guest experiences
- Created Legends Select, a new operating division, implemented Legends quality and training programs and Legends Guest-first philosophy.
- Created HR policy and systems that now accommodate over 6,500 part and full time employees.
- Fulfilled a significant role in start up of Legends and was instrumental in identifying and hiring key executive personnel.

Client Relations/Contract Negotiation

- Successfully negotiated 3 collective bargaining agreements focusing on increasing managerial control to achieve the best Guest services and maintain the highest quality of staff
- Negotiated other labor contracts, which continued to reward employees based on providing quality service. Utilized civic groups to augment the workforce during periods of peak activity.
- Helped develop and establish business at four new locations and integrate them into the Legends culture and philosophy.
- Secured numerous service contracts at new facilities and obtained contract extensions at key facilities, making minimal use of a company's capital expenditure budget and maximized client returns.

CAREER TRACK

LEGENDS HOSPITALITY, LLC 2008 TO PRESENT

President and Chief Operating Officer :

Provide operational oversight for food, beverage, and merchandise and tour operations at the new Yankee Stadium, Cowboys Stadium, and other Legends Select accounts. Duties include new business development, facilities programming and operational planning, including design

consultation. Responsible for training and development of employees, including policy compliance. Serve as main point of contact with service clients and is responsible for contract compliance. Responsible for all new business development functions for food, beverage, and merchandise services.

LEDGESTONE ASSOCIATES 2004 TO 2008

President : Established business consulting firm to assist sports team owners and other recreation facilities secure food and beverage service contracts. Provided design and planning services, support and oversight to clients that prefer to self operate food service. Developed Ordering Systems for stadium and arena concession facilities. Clients included the NY Yankees, LA Dodgers, Milwaukee Brewers, Minnesota Twins, Mandalay Sports and Entertainment, Lakewood BlueClaws, Lancaster Barnstormers, Camden Riversharks.

CENTERPLATE/VOLUME SERVICES AMERICA 1989-2004

Senior Vice President (2002-2004): Maintained P&L responsibility for 52 facilities in an Eastern territory comprised of five separate regions. Developed business and provided operational support for the facilities management division. Secured and renewed service contracts with Yankee Stadium, FedEx Field, Indiana Convention Center, and RCA Dome.

Regional Vice President (1995-2002): Created and implemented operations strategy. Booked and integrated all new business projects within the region; provided operational support to the region's general managers. Maintained client relationships. Evaluated weekly financial data, making adjustments as necessary. Contributed to the development of financial and operating responses to new business proposals.

Regional Controller (1992-1995): Directed all accounting and financial reporting within the region. Consolidated weekly financial reporting by operation. Participated in the development and review of annual budgets. Prepared pro forma income and IRR analyses for new business projects. Conducted onsite internal control evaluations. Provided all operation controllers and office managers within the region with support and training.

Operation Controller, Yankee Stadium (1989-1992): Oversaw all accounting activities within the operation, encompassing financial statement preparation and analysis. Maintained internal controls to ensure the accounting function adhered to generally accepted accounting principles. Developed the annual financial plan. Supported the division vice president in preparing new business proposals.

Previously employed with Canteen Corporation as the Assistant Operation Controller for Yankee Stadium, Accounts Payable Manager, Assistant Merchandise Manager, Concession Supervisor.

ACADEMIC CREDENTIALS

M.B.A., Corporate Strategic Planning, Pace University **B.S., Accounting**, St. Francis College

212 490 1414 200 PARK AVENUE, NEW YORK, NY 10166 DKERSCHNER@LEGENDSHM.COM

DAVE KERSCHNER

Senior Vice President Facilities and Business Development

Qualifications for Executive-Level Management

Seasoned executive with broad experience in all areas of Facility Development, Design and Construction and Business Management with emphasis in the Live Entertainment Industry. Executive experience includes Project and Financial management of large capital projects (16 years) and COO and CFO of entertainment division of major Sports and Entertainment Company (12 years). Career includes over 7 years with Disney and 12 years with Madison Square Garden/Radio City Entertainment.

KEY CONTRIBUTIONS

Development, Design, and Construction

- Project Executive responsible for development, design, and construction related to the renovation and restoration of the 3,000 seat Peabody Opera House in St. Louis, Missouri. Responsibilities included development agreement negotiation with the St. Louis Mayor's office, sourcing and implementation of $76mm project financing package, selection of Architect, Engineers, and Contractor and associated contract negotiations, project and construction management, and project commissioning. Project was completed early and on budget.
- Project Executive responsible for development, design, and construction related to the 20,000 seat Rio Tinto Stadium near Salt Lake City, Utah. Responsibilities included land acquisition, development agreement negotiation with governmental officials, sourcing and implementation of $110mm project financing package, selection of Architect, Engineers, and Contractor and associated contract negotiations, project and construction management, and project commissioning. Project was completed early and on budget.
- Project Executive responsible for $8mm Discovery TSX Exhibit facility in constructed in the former New York Times building in Times Square. Responsibilities included lease negotiation and selection and management of the construction contractor.
- Responsible for project financial control and project reporting for approximately $250mm in annual Disney Theme Park projects including Disneyland Paris design, Disney MGM Studio Tours – Florida, Blizzard Beach and Typhoon Lagoon Water Parks, EPCOT Center's Norway and Wonders of Life Pavilions, and Splash Mountain at Walt Disney World, Disneyland, and Tokyo Disneyland.

Business Management

- Served as interim Division Head of Radio City Entertainment ($240M in revenue, $109M in Operating Income), a division of MSG. RCE presented, promoted, or produced over 121 concerts, 133 family shows, 101 Special Events, and 650 Christmas Shows and entertained over 4 million guests.
- Senior Vice President Business Operations(COO) of Radio City Entertainment
- Senior Vice President of Finance and Controller (CFO) of Radio City Entertainment
- Vice President Finance – Radio City Music Hall – Responsibilities included management and enlargement of the Radio City Grand Tour and opening and Management of the Radio City Retail Store.

CAREER TRACK

LEGENDS 2012 TO PRESENT

Senior Vice President of Facilities and Business Development: Responsible for all development efforts related to new facility design and construction.

SCP WORLDWIDE 2006 TO 2012

Senior Vice President - Development: Serve as Chief Development Officer of SCP Worldwide, a sports and entertainment company that owns and operates the St. Louis Blues NHL Hockey franchise and the Real Salt Lake MLS Soccer franchise. During tenure at SCP, the company built Rio Tinto Stadium, a 20,000 seat, $110mm multipurpose entertainment facility to host its soccer franchise, concerts, and other entertainment events and completed the $76mm historic renovation and restoration of the 3,000 seat Peabody Opera House in St. Louis.

MADISON SQUARE GARDEN 1994 TO 2006

Senior Vice President Business Operations, MSG-Radio City Entertainment, 2004 to July 2006

Serve as Chief Operating Officer of Radio City Entertainment ($240M in revenue, $109M in Operating Income), a division of MSG. In 2005 RCE presented, promoted, or produced over 121 concerts, 133 family shows, 101 Special Events, and 650 Christmas Shows which entertained over 4 million guests.

* Functioned as interim Division Head and led and managed all division activities. During the period spanning 2 fiscal years, financial results were 22% and 4% better than budget.
* Lead and managed the group responsible for producing and presenting the Radio City Christmas Spectacular in 10 markets nation-wide ($130M revenue, $60M Operating Income).
* Improved the profitability of Radio City businesses. Key activities included identifying new revenue streams, increasing existing guest per capita spending, and improving efficiency/reducing costs.
* Provided functional management to Marketing, Events and New Business Development.

Senior Vice President Finance and Controller, MSG-Radio City Entertainment, 2000 to 2004

Vice President Finance, MSG-Radio City Entertainment, 1998 to 2000

Vice President Production Finance – Radio City Music Hall, 1994 to 1997

* Teamed with Operating Management to produce annual plan and deliver results at or above plan.
* Managed and directed the efforts of the division's financial staff (22 professionals).
* Directed P&L analysis for all proposed new ventures and business activity.
* Directed/assisted negotiations with all key business partners (outside venues, etc) and labor groups.
* Directed the annual preparation of the division's budget and strategic 5-year plan.
* Directed the financial close and all financial reporting and control (internal and external).
* Integrated businesses and financial groups when Radio City Productions was acquired by MSG.
* R esponsible for management and operations of Radio City's Grand Tour and Avenue Store.

WALT DISNEY IMAGINEERING 1987 TO 1994

Vice President - Research and Development, 1993

Responsible for the day to day management of Disney's cutting edge east coast division of its Research, Development and Project Support group.

Director-Project/Division Finance, 1989 - 1992; Manager - Project Finance, 1987- 1989

Responsible for cost control, analysis, forecasting, reporting and program management support for Disney's theme park projects worldwide; sphere of responsibility included projects with aggregate budgets of $1B.

ACADEMIC CREDENTIALS

M.B.A. – Eastern Michigan University B.S.M.E – University of Toledo Licensed Professional Engineer

PROJECT EXPERIENCE & REFERENCES

Legends operational and management capabilities are exhibited through our experience with developing and operating successful business streams in iconic venues servicing millions of Guests year-round while maintaining sensitivity to each unique brand being represented. We have the knowledge and qualifications to meet and exceed your goals and at the same time deliver a legendary experience to all Guests.

NEW YORK YANKEES
Yankee Stadium
One East 161st Street
Bronx, NY 10451
50,000 seat stadium

Legends Hospitality provides an array of services to Yankee Stadium, including ticket sales, general concessions, catering, merchandising, Stadium operations, marketing and tour development. While planning the new Stadium, the Yankees organization was especially intent on preserving the total Guest experience and rich history they had provided to millions of fans at the old Stadium. They knew they had to find a way to maintain the loyalty and tradition of everything about the Yankees brand. At the same time, they had to provide a much superior Guest experience and embrace the iconic moments of the past so that fans who were passionate about the old Stadium could embrace the new one. Legends was the perfect fit for all matters considered.

Whether attending a game while visiting New York, looking for a place to entertain clients or needing to take your grandfather, whose first game ever was at the old Stadium, Legends provides all Guests the best experience by creating different businesses to fit Guests' needs. The tour business was built as an historic yet affordable event for visitors. Space was designed and developed to offer the community a location for special events unlike any other on the market. With well over four million year-round visitors, Legends has assisted the organization in running new safe and efficient businesses while embracing the history, tradition and brand name of the Yankees.

Yankee Stadium Tours: Legends and the Yankees' management team cooperatively developed a variety of unique tours of the iconic Yankee Stadium. All Stadium tours are ADA compliant and are offered in both English and Spanish. Both public and private group tours are offered; food, merchandise and catering/private reception options are also available for purchase as part of all Stadium tours. The "Artwork of Yankee Stadium" and Stadium twilight tours are also offered to private groups.

Guests taking Stadium tours get a behind-the-scenes look of the living museum known as Yankee Stadium. All tours include visits to the New York Yankees Museum, Monument Park and the Yankees dugout, batting cage area and clubhouse. Tours run daily, except when the Yankees play at home on weekends or are scheduled to play a weekday day game, and continue during the offseason with modifications. Proceeds from the Yankee Stadium Tours are dedicated to supporting the efforts of the New York Yankees Foundation.

Tour tickets may be purchased online at Yankees.com, at the Yankee Stadium Ticket Office or at all Yankees Clubhouse stores (located around Manhattan).

Services/Current Involvement by LEGENDS and LSM Management staff

Tour Development & Operation
Catering
Ticket Sales & Service
General Concessions
Merchandising
Special Event Catering
Marketing/Promotion

Annual Attendance

In excess of four million Guests annually

Annual Revenue

Annual operating revenue exceeds $5 million

Project Opening Date

Client since 2009

References

Randy Levine, President, New York Yankees
RLevine@akingump.com
718-579-4408

Lonn Trost, Chief Operating Officer, New York Yankees
LTrost@yankees.com
718-579-4420

Safety Record

Safety is Legends' number one priority and is part of Legends' Seven Pillars of Legends employee service training. Legends can provide full records if we are fortunate enough to be selected but prior to approval.

Large Volume Ticketing Systems

Yankee Stadium utilizes several outlets to manage the mass quantity of ticket purchases. These include ticket kiosks, online and telephone purchasing and the use of a high-volume ticketing system.

Legal/Operational Structure

A service agreement is in place between the client and Legends.

Security Procedures

Yankee Stadium employs the latest technology and procedures to ensure the security of our property, personnel and visitors.

Access to the Stadium is controlled at all times. All personnel wear credentials and are screened upon entry. Deliveries are scheduled and all delivery vehicles are inspected upon arrival. The Stadium is staffed and monitored 24 hours a day by licensed security personnel and there are closed-circuit security cameras throughout the venue all with digital recording capabilities.

All Guests and visitors to the Stadium are subject to security screening prior to entry. Screening methods range from bag inspections, physical pat-down, and use of metal detectors. On a daily basis, all Guests and Stadium personnel are subjected to bag inspections when entering and exiting the venue.

On event days and during Stadium tour operations, there is sufficient additional personnel on duty to ensure the safety and security of the venue.

DALLAS COWBOYS
Cowboys Stadium
One Legends Way
Arlington, TX 76011
80,000 seat stadium expandable to 100,000

The Dallas Cowboys challenged Legends to create a new and unique Guest experience while maintaining the history and tradition of "America's Team" in their new home, Cowboys Stadium. The iconic nature of the state-of-the-art facility gave Legends the opportunity to develop innovative experiences that would change the entertainment standard in the industry.

Legends used the established culture and brand of the Dallas Cowboys as a vision to create the ultimate Guest experience through stadium tours, premier special event spaces and unique catering and concession options. With a priority of maximizing revenue for owners and venue operators, Legends successfully created and currently operates a highly-active stadium tour department that brings in excess of 500,000 Guests annually to Cowboys Stadium. Critical components to the success of the Cowboys Stadium tour included the successful launch of the first and only self-guided tour of a facility in all of sports. In addition, as part of Legends' Cowboys Stadium tour strategy, Legends implemented unique sales and marketing strategies, an outbound travel and tourism call center, catering packages and event planning enhancement as part of the highly-successful tour operation at Cowboys Stadium.

Legends successfully developed and executed a product that added value to Cowboys Stadium while maintaining the tradition and history of the high-profile brand of the Dallas Cowboys.

<u>Services/Current Involvement by Legends and LSM Management Staff</u>
Stadium Tour Operation & Development
Special Events
Premium Sales Project Execution/PSL Sales Execution/Ticket Sales
General Concessions
Special Event Catering
Merchandising

<u>Annual Attendance</u>
In excess of two million Guests annually

<u>Annual Revenue</u>
Annual operating revenue exceeds $5 million

<u>Project Opening Date</u>
Client since 2009

References

Stephen Jones, Chief Operating Officer, Dallas Cowboys
Dallas Cowboys Football Club
(972) 556-9950
sjones@dallascowboys.net

Safety Record

Safety is Legends' number one priority and is part of Legends' Seven Pillars of Legends employee service training. Cowboys Stadium has an exceptional safety record overall and Legends can provide full records if we are fortunate enough to be selected but prior to approval.

Large Volume Ticketing Systems

Legends and Cowboys Stadium have experience using large volume ticket systems including the use of online ticket purchasing and printing.

Legal/Operational Structure

A service agreement is in place between the venue and Legends.

Security Procedures

Cowboys Stadium employs the latest technology and procedures to ensure the security of our property, personnel and visitors.

Access to the stadium is controlled at all times. All personnel wear credentials and are screened upon entry. Deliveries are scheduled, and all delivery vehicles are inspected upon arrival. The stadium is staffed and monitored 24 hours a day by licensed security personnel and there are over 300 closed-circuit security cameras throughout the venue all with digital recording capabilities.

All Guests and visitors to Cowboys Stadium are subject to security screening prior to entry. Screening methods range from bag inspections, physical pat-down and use of metal detectors.

On event days and during stadium tour operations, there is sufficient additional personnel on duty to ensure the safety and security of the venue.

RIO TINTO STADIUM
9256 South State, Sandy UT, 84070
20,000 Major League Soccer Stadium and Concert Venue

Services
Development and Design
Financing
Project and Construction Management

Legends executive Dave Kerschner was the Project Executive responsible for the development, design, construction, and commissioning of this 20,000 seat, $110,000,000 Major League Soccer and Entertainment Facility. Mr. Kerschner's responsibilities included:

- Purchasing of the land
- Acquiring project financing
- Selection of the project team including the Architect, Engineers, Contractor and major vendors
- Negotiation of all contract terms for the above team
- Project and Construction management including quality, schedule, and cost control
- Negotiation of the Development Agreement with governmental agencies
- Commissioning for Operations

The project construction commenced in February of 2007 and completed early and on budget in October of 2008

Project Opening Date
October, 2008

References
Gary Reimer
Real Salt Lake Chief Financial Officer
greimer@realsaltlake.com
801 727 2711

Safety Record
Exemplary

PEABODY OPERA HOUSE REOPENING

1400 MARKET STREET | ST. LOUIS, MISSOURI, 63103 | 314-499-7600

3,000 Seat Theater Historic Restoration and Reopening

Services

Development and Design
Financing
Project and Construction Management

Legends executive Dave Kerschner was the Project Executive responsible for the development, design, construction, and reopening of this 3,000 seat, $76,000,000 historic theater in St Louis Missouri. Mr. Kerschner's responsibilities included:

- Acquiring project financing
- Selection of the project team including the Architect, Engineers, Contractor and major vendors
- Negotiation of all contract terms for the above team
- Project and Construction management including quality, schedule, and cost control
- Negotiation of the Development Agreement with governmental agencies
- Commissioning for Operations

The project construction commenced in July of 2010 and and completed early and on budget in September of 2011

Project Opening Date

September, 2011

References

Mike McCarthy
Scottrade and Peabody Opera House Chief Executive Officer
MMcCarthy@StlBlues.com
314 622 2503

Safety Record

Exemplary

CIRCLE LINE SIGHTSEEING CRUISES
Pier 83, West 42nd Street
New York, NY 10036
Seven 500+ passenger vessels, concession stand on the Pier

Since 1945, Circle Line Sightseeing Cruises has been entertaining millions of passengers with the world's most famous boat rides. Providing generations of visitors with magnificent views of the Manhattan skyline and interesting tidbits about the city and its surroundings, Circle Line Sightseeing Cruises is a true New York institution and a "must-see" attraction while in town. Circle Line Sightseeing Cruises has hosted over 60 million passengers in New York City.

In 2011, Circle Line approached Legends to reinvigorate and enhance its current food and beverage and merchandise operation to compliment the fantastic view of the Manhattan skyline. Legends was up to the task and in the first year of operations increased operating profits by more than 30 percent while passenger counts were down by 20 percent. This success is in large part due to the team approach Legends has developed with all of its clients and partners – namely assisting Circle Line's management and sales team in the development of unique opportunities, including the development of special events, an increase in the quality and variety of offerings and an emphasis on exceptional customer service.

Services
Food and Beverage
Merchandising
Special Event Catering and Management

Annual Attendance
In excess of 750,000 passengers annually

Annual Revenue
Accomplished a 30+ percent increase in operating profit over prior year.

Project Opening Date
Client since 2011

References
Sam Cooperman, CEO, New York Cruise Lines - Tel: (212) 563-8101

Safety Record

Currently using large volume ticketing systems

Legal/Operational Structure
A service agreement is in place between the venue and Legends.

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

   Legends Hospitality, LLC

2. Business Address (to receive mail for this RFP):

   400 Broadacres Drive, Suite 260

   Bloomfield, NJ 07003

3. Business Telephone Number:
   973-707-2800

4. Business Fax Number:
   973-622-0099

5. Firm website:
   www.legendshm.com

6. Federal Employer Identification Number (EIN):
   [redacted]

7. Date (MM/DD/YYYY) Firm was Established: 09 / 25 / 2008

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

   Legends Hospitality Holding Company, LLC (26-3393119) - Parent

   Legends Sales & Marketing, LLC (27-3469253) - Affiliate

   Conventions Sports & Leisure International, LLC (45-3340743) - Affiliate

9. Officer or Principal of Firm and Title:

Dan Smith, President

10. Name, telephone number, and email address of contact for questions:

David Hammer 973-707-2808 dhammer@legendshm.com

Dave Kerschner 212-490-1414 dkerschner@legendshm.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

Attachment D - Company Profile

The Hettema Group

THE HETTEMA GROUP
67 VALLEY STREET
PASADENA CA 91105
TEL 626 683 9876
FAX 626 683 9117
THEHETTEMAGROUP.COM

May 7, 2012

Dave Kerschner
Legends Hospitality LLC
200 Park Avenue, 16th Floor
New York, NY 10116

Dear Dave,

Thank you for the opportunity to be on the Legends Team as designer of the visitor experience at the World Trade Center observatory. The Hettema Group is proud to be a part of the team of professionals that have been working together on the submission for Legends.

The Hettema Group has a broad range of experience in the creation and execution of unique and compelling attractions. We recognize the iconic importance of the World Trade Center Tower One Observatory, and your goals to create a world class visitor experience. In our role as designer and producer of the guest experience elements of the Observatory we look forward to working with you and the Legends team to achieve that objective.

If we can be of assistance to you or the Port Authority in clarifying or providing more detail on our qualification materials, we would be happy to do so.

Thank you again.

Sincerely,

Phil Hettema

President and Chief Creative Officer
The Hettema Group

1. Full Legal Name: The Hettema Group, Incorporated

2. Number of Years in Business: 10

3. Philip Hettema, Owner, Incorporated in the State of California

4. Primary Contractual Contact: Philip Hettema

5. Web Page Address: www.thehettemagroup.com

6. Financial Statements for the three (3) previous years and interim year to date (see table):

    a. Office where the services will be performed: The Hettema Group will perform the services from their office in Pasadena, CA. with regular team meetings and project installation supervision in New York.

    b. Federal Tax ID Number: [redacted]

    c. Three (3) credit references:

        i. City National Bank, Pasadena Banking Office
        89 South Lake Avenue
        Pasadena, CA 91101
        Marlen Berghoudian,
        (626) 432-7168
        Marlen.berghoudian@cnb.com

        ii. LA Propoint, Inc.
        PO Box 1279 Sun Valley, CA 91352
        Jim Hartman
        (818) 767-6800
        jimh@lapropoint.com

        iii. Visual Terrain, Inc.
        25217 Avenue Tibbitts
        Santa Clarita, CA 91355
        Lisa Passamonte Green,
        (661) 775-7758
        lisapg@visualterrain.net

d. The Hettema Group does not have a Dunn & Bradstreet number

e. Balance Sheet Financials (see table):

7. The Hettema Group – Resumes of Key Proposed Project Personnel

Phil Hettema
President and Creative Executive

In a career that spans 30 years, Phil Hettema has overseen the design and production of leisure destinations, live shows, global events, and themed attractions that have been experienced live by millions of people around the world. He has achieved recognition for projects ranging from museums to theme parks that combine creative design with innovative technology to tell compelling stories that entertain and inspire. Hettema's signature brand of authentic, engaging design results in award-winning master plans, immersive environments, shows, exhibitions and attractions that focus on outstanding guests experiences. Phil Hettema and his dedicated team of talented professionals push the limits of what is possible to create places where imagination comes to life and to tell stories that you can touch.

In 2002, Hettema founded The Hettema Group, where he serves as Creative Director to a highly collaborative staff of veteran designers and creative artists. As a full-service design firm, The Hettema Group has the power to take the spark of a single concept and drive the entire design process from destination master planning to exhibit design, media production and onsite installation supervision.

Phil Hettema has successfully leveraged the combined talent of the creative design team in numerous projects including "Beyond All Boundaries" a special large format theatrical film production for the National World War II Museum, recipient of the AAM Gold Award. Recent and current projects include the design of the world's largest observation wheel for Caesar's in Las Vegas, design and production of the US Pavilion at Expo 2012, in Yeosu, Korea, for Philippe Cousteau and his non-profit Earth Echo International, the design of a Hello Kitty theme park for Sanrio, and the design of an interactive dark ride for a major theme park. The Hettema Group is also currently developing master plans for a wide variety of mixed-use, retail, entertainment and dining destinations, cultural institutions and resorts around the world.

Prior to founding his own company, Phil Hettema was Senior Vice President, Attraction Development for Universal Studios Theme Parks Worldwide for over a decade. He was responsible for the creative development of attractions and shows, ongoing master planning for all five Universal parks, including concepts for domestic and international expansion for Universal Studios Hollywood, Universal Studios Florida, Universal's PortAventura (Spain), Universal's Islands Of Adventure (Florida), and Universal Studios Japan.

Phil began his career as a designer at Disneyland and Walt Disney World before going on to play a key role as production supervisor for major worldwide events such as the Opening and Closing Ceremonies of the Los Angeles Summer Olympic Games and the Liberty Weekend Statue of Liberty Centennial Celebration. His credits also include projects for Steven Spielberg, the Walt Disney Company, DreamWorks SKG, Sid and Marty Krofft, and David L. Wolper. He has been a guest lecturer at Carnegie Mellon University, USITT, IAAPA, KIN, and SIGGRAPH. Phil holds four patents for entertainment technology solutions and has been honored with numerous THEA awards from the TEA including THEAs for Beyond All Boundaries (2010) T2:3D (1997), FiestAventura (2000), The Amazing Adventures of Spider-Man (2000), and Universal's Islands of Adventure (2000).

8. Additional information for Phil Hettema

i. Number of years with The Hettema Group: 10

ii. List of projects completed: The Hettema Group (THG) is led by Phil Hettema, an industry veteran with over thirty years experience in the event and attractions industry, with key roles in the production of the L.A Olympic Opening and Closing Ceremonies, Liberty Weekend Statue of Liberty Centennial, and over 14 years at Universal Studios as Sr. VP of attraction development for Universal theme parks world-wide. Since forming The Hettema Group over ten years ago, the firm has been engaged in master planning, concept design and execution of an international menu of projects, including the award winning "*Beyond All Boundaries*" presentation at the National World War II Museum (Exec. Producer Tom Hanks), Sanrio "Hello Kitty" theme park in Anji, China, and the worlds largest Observation Wheel (currently under construction in Las Vegas by Caesars Entertainment). THG was selected by the U.S State Department to design and execute the United Stated Pavilion for the Yeosu Korea World Expo, which will open in May, 2012. THG is composed of a group of creative talent second to none, and has a passion for delivering the absolute best in guest experience.

Project References:
Dr. Gordon "Nick" Mueller
President and CEO of the National WWII Museum
(504) 527-6012 Phone
(504)-527-6088 Fax
nick.mueller@nationalww2museum.org

Andrew Snowhite, COO
Earth Echo International
202.349.9828 Phone
202.355.1399 Fax
info@earthecho.org

Kurt Haunfelner, VP Exhibits and Collections
Museum of Science and Industry
1 (773) 684-9844 Office Phone
1 (773) 368-9721 Office Fax
kurt.haunfelner@msichicago.org

iii. Minimum number of hours per week dedicated to this project: Phil Hettema will be overseeing and directing this project as creative executive. It will be his priority until opening. The exact number of hours cannot be determined until a specific scope of work has been defined, however, we anticipate that at least 15 or more hours per week on average minimum will be required through production and installation.

iv. Other projects scheduled for participation in from Sept. 2011 through December 2014: Phil Hettema oversees and manages all projects by THG. All projects are staffed appropriately, and as they develop, the core staff will expand the team with expert talent as needed. At this time, THG is working on media development for the High Roller (Observation Wheel) for Caesar's Entertainment, the production and installation an interactive Dark Ride for Lotte World Theme Park, the concept through design development of a parade spectacular for Chimelong Group LLC, and THG is awaiting commencement of the schematic design and design development for ExplorOcean/Newport Harbor Nautical Museum, scheduled to begin in 2012.

7. (continued) The Hettema Group – Resumes of Key Proposed Project Personnel

John Kasperowicz, AIA
Master Planner and Architect

John Kasperowicz has more than 25 years of experience in the design and development of themed entertainment projects, gaining him international recognition as a leading specialist in the conceptualization and implementation of theme parks, entertainment venues, casinos, resorts, restaurants, and retail centers.

For The Hettema Group, John serves as Director of Architecture and Master Planning. He has played an instrumental role in all key recent architectural and master planning projects including Caesars "High Roller" observation wheel project in Las Vegas, Worlds of Discovery in Dubai, Hello Kitty theme park, Everland theme park and the US Pavilion at Expo 2012, Yeosu – Korea.

During his six years with Walt Disney Imagineering, John helped to develop Epcot's World Showcase and the master plan of Tokyo Disneyland. John was also instrumental in developing many of the designs for Disneyland Paris. He subsequently worked to create the concepts for Disney's Pleasure Island in Orlando in addition to Disneyland's ToonTown. Tarzan's Tree house at Disneyland and theme character finish for Disney's California Adventure also bare John's artistic stamp.

In 1982, John developed the first themed entertainment casino in Las Vegas with volcanoes, roller coasters, a water park, and virtual reality nightclubs. And as principal architect at Knott's Berry Farm, John led expansion efforts that resulted in the development of the popular series of Camp Snoopy Theme Parks.

Kasperowicz established his own design firm, leading a team of architects, show and attraction designers, interior designers and master planners for projects that include LEGOLAND, Warner Bros. theme parks in Spain and England, Ecocentrum entertainment in Manila, Raging Waters Water Park, Disney's Muppet 3-D Theater, and the Starland theme park in Australia. John's firm also designed several casinos, the Roy Rogers themed retail and dining center, as well as a highly themed nightclub/restaurant in Barcelona, and the COSI Children's Museum. In recent years, John oversaw the theme construction of several casinos in Las Vegas as well as Native American casino resorts.

In 2003, the Kasperowicz-designed Toon City in Jeddah, Saudi Arabia was named top FEC in the World by IAAPA. In 2004, Imagination Workshop children's museum in Temecula, California received a THEA award…architecture and theming by John Kasperowicz.

8. Additional information for John Kasperowicz

i. Number of years with the Hettema Group: 10

ii. List of projects completed: High Roller (Observation Wheel), Sanrio's Hello Kitty Theme Park, Worlds of Discovery, Samsungs Everland Theme Park, and The US Pavilion for Expo 2012 in Yeosu Korea. Prior to joining THG, Johns previous master planning work included Legoland,

Knott's Berry Farm, Disneyland Paris, Raging Waters Water Park, Warner Bros. Theme Park (Spain and England) COSI Children's Museum. See resume above for additional projects.

Project References:

Phil Hettema
67 Valley Street
Pasadena, CA 91105
(626) 683 9876 Phone
phettema@thehettemagroup.com

iii. Minimum number of hours per week dedicated to this project: As director of architecture for THG John Kasperowicz will consult as necessary. The exact number of hours cannot be determined until a specific scope of work has been defined. However, John is THG's advisor on issues where interface between THG and our clients' architectural team may be required.

iv. Other projects scheduled for participation in from Sept. 2011 through December 2014: John participates on all THG projects that require architectural services. As the project team includes an architect, we anticipate a minimum number of hours per week on this job.

7. (continued) The Hettema Group – Resumes of Key Proposed Project Personnel

Anthony Pruett
Project Director

Anthony Pruett joined The Hettema Group in 2008 as a Project Director with over 15 years experience managing the design and construction of tourism, hospitality and retail projects with budgets ranging from $1 million to $375 million dollars. Anthony brings extensive on-site project and construction management experience to each project for The Hettema Group for clients that include Sanrio Entertainment, Expo 2012: US Pavilion - Yeosu, Korea, DreamWorks SKG, Boy Scouts of America, Caesar's Entertainment and the award winning National World War II Museum to name a few.

Anthony possesses a rare blend of artistic talent and business savvy that make him a true renaissance man. He received an MFA degree in theatrical design from the California Institute of the Arts, and is also an attorney, graduating from the University of Pittsburgh School of Law in 2006.

Prior to The Hettema Group, Anthony was involved in assignments that include the Ferrari Theme Park in Abu Dhabi (for JRA), the Desert Diamond Hotel and Casino (for DillonWorks), and a wide variety of Las Vegas-based projects for Mirage Builders. Working for Studio CDV, Anthony project managed the Gardens Shopping Mall in Dubai, U.A.E., the Durban Film City in Durban, South Africa, the Exterior Show Pavilion/MS Band of Choctaw Indians in Philadelphia, Mississippi, as well as projects in Taiwan, Saudi Arabia, and the Philippines. Working for the Al Ain Economic Development Authority, Pruett served as technical advisor to the Abu Dhabi government for a range of projects in the region. His career in the entertainment industry began with a stint at Spectra Entertainment where selected clients include the Sands Hotel (Atlantic City), Walt Disney Imagineering, Universal Studios, and Microsoft.

8. Additional information for Anthony Pruett

i. Number of years with The Hettema Group: 3

ii. List of projects completed: High Roller (Observation Wheel), Hello Kitty Theme Park, Samsungs Everland Theme Park, Lotte World, Beyond All Boundaries at The National WWII Museum, The US Pavilion for Expo 2012 in Yeosu Korea, Ferrari World Abu Dhabi, Exploration Mars - The Chicago Museum of Science and Industry, DreamWorks Dubai Theme Park. See resume above for additional projects.

Project references:
Andrew Snowhite, COO
Earth Echo International
202.349.9828 Phone
202.355.1399 Fax
info@earthecho.org

iii. Minimum number of hours per week dedicated to this project: As director of projects for THG Anthony Pruett will oversee the work from concept through production. The exact number of hours cannot be determined until specific scope of work has been defined. However, we anticipate at least 12 hours per week on average will be required through production and installation.

iv. Other projects scheduled for participation in from Sept. 2011 through December 2014: Anthony supervises all THG projects from concept through production. At this time, THG is working on media development for the High Roller (Observation Wheel) for Caesar's Entertainment, the production and installation an interactive Dark Ride for Lotte World Theme Park, the concept through design development of a parade spectacular for Chimelong Group LLC, and THG is awaiting commencement of the schematic design and design development for ExplorOcean/Newport Harbor Nautical Museum, scheduled to begin in 2012.

7. (continued) The Hettema Group – Resumes of Key Proposed Project Personnel

Deborah Saale
General Manager

As General Manager, Debbie brings a wealth of management expertise to The Hettema Group, with an ability to apply real world experience to a wide variety of design challenges that can at times require unconventional management techniques. Throughout her career Debbie has demonstrated a unique ability to jump headfirst into management emergency situations, and quickly sort through the issues to streamline workflow and facilitate the design team to reach target objectives.

Prior to her role as a key member of The Hettema Group, Debbie held two posts at Disney Consumer Products. First, she managed the digital studio, and oversaw character art development, style guide production, large format production and digital photography. She was then the manager of creative operations, in charge of communication and schedules for the retail sales and marketing division of Disney Consumer Products.

Early in her career, her background in print production and advertising led her to forge her own role as director of a design and marketing company specializing in direct marketing, print production, packaging and point of sales materials. There, she managed projects and creative teams and served as the primary account executive throughout the production process. She worked to personally develop relationships with a diverse collection of clients including Ace Hardware, Ethan Allen Furniture, Meguiar's, Nature Watch, and Xerox Medical Systems.

8. Additional information for Deborah Saale

i. Number of years with The Hettema Group: 5

ii. List of projects completed: Deb has been involved in the administrative and operational aspects of every project by The Hettema Group since her addition to the team. Beyond All Boundaries at The National WWII Museum, Newport Harbor Nautical Museum/ExplorOcean, Jurassic Park the Ride, Transformers the Ride, Universal Citywalk Dubai, DreamWorks Theme Park, Exploration Mars for The Chicago Museum of Science and Industry; the US Pavilion for Expo 2012 in Yeosu, Korea, are just a few of the projects Deb has been actively involved in.

Project Reference:

David Codiga
655 Bradford Street
Pasadena, CA 91105
(626) 437 4589 Phone

iii. Minimum number of hours per week dedicated to this project: As general manager of THG Deb Saale manages all creative and administrative employees from concept through production. The exact number of hours cannot be determined until a specific scope of work has been defined. However, we anticipate at least 10 hours per week average will be required through production and installation.

iv. Other projects scheduled for participation in from Sept. 2011 through December 2014: Deb manages all administrative and operations for the Hettema Group. At this time, THG is working on media development for the High Roller (Observation Wheel) for Caesar's Entertainment, the production and installation an interactive Dark Ride for Lotte World Theme Park, the concept through design development of a parade spectacular for Chimelong Group LLC, and THG is awaiting commencement of the schematic design and design development for ExplorOcean/Newport Harbor Nautical Museum, scheduled to begin in 2012.

7. (continued) The Hettema Group – Resumes of Key Proposed Project Personnel

Seth Cover
Director, Creative Services/Show Producer

From initial concept development through opening day, Seth Cover makes projects happen.

As Director of THG's Creative Services and Show Producer, Seth shepherds the creative through the production process. He recruits extraordinary talent, manages every aspect of the production and brings the project to a wildly successful conclusion. This requires disciplines as disparate as client relations, business strategy, media production, and production management.

Throughout his tenure in the industry, Seth has championed many projects for clients like Universal Studios, Disney, Harrah's, 20th Century Fox, Warner Bros., MGM, Ford Motor Company, Sesame Workshop, Nickelodeon, Everland, Fernbank Museum of Natural History, and many more.

Seth holds a B.F.A. in Stage Management from the University of Southern California and has received multiple Themed Entertainment Association Awards.

8. Additional information for Seth Cover

i. Number of years with The Hettema Group: 1

ii. List of projects completed: Seth has worked all over the world and has completed projects for Universal Studios, Disney, Harrah's, 20th Century Fox, Warner Bros., MGM, Ford Motor Company, Sesame Workshop, Nickelodeon, Samsungs Everland, Fernbank Museum of Natural History just to name a few.

Project references:
Cliff Warner
Mycotoo Inc.
909 Highland Ave.
Glendale, CA 91202
PH: 1-310-930-7604

Andrew Snowhite, COO

Earth Echo International
202.349.9828 Phone
202.355.1399 Fax
info@earthecho.org

iii. Minimum number of hours per week dedicated to this project: As Manager of Creative Services, Seth manages the internal creative work process for every project by The Hettema Group. We anticipate at least 15 hours per week (more if necessary), will be required through production and installation.

iv. Other projects scheduled for participation in from Sept. 2011 through December 2014: Seth supervises and manages all creative services performed by The Hettema Group. At this time, THG is working on media development for the High Roller (Observation Wheel) for Caesar's Entertainment, the production and installation an interactive Dark Ride for Lotte World Theme Park, the concept through design development of a parade spectacular for Chimelong Group LLC, and THG is awaiting commencement of the schematic design and design development for ExplorOcean/Newport Harbor Nautical Museum, scheduled to begin in 2012.

7. (continued) The Hettema Group – Resumes of Key Proposed Project Personnel

Corinne Cunningham
Director, Information Services

Corinne Cunningham is an Information Professional with over nine years of experience in the world of experiential entertainment. A member of The Hettema Group team since 2002, she is well versed in the process of acquiring assets for use in any project.

As Director of Information Services, Corinne draws from a wide range of knowledge and experience not only from the field of library science but also media production. As head of the THG research team for "Beyond all Boundaries", she played a vital role in the acquisition of the still images and footage used in the film. Corinne also leads the research process for all THG content and IP-based projects including US Pavilion, Expo 2012 - Yeosu, Korea; Newport Harbor Nautical Museum/ExplorOcean; Boy Scouts of America's 2013 Jamboree, as well as numerous theme park and cultural projects.

Corinne's experience with emerging technologies, including virtual environments and social networking, gives her a unique perspective in how to share content with today's technologically savvy guest.

Corinne holds a Bachelor of Science degree in Communications Media from Indiana University of Pennsylvania and a Masters of Library and Information Science from San Jose State University. She is also a foodie and gourmet cook.

8. Additional information for Corinne Cunningham

i. Number of years with The Hettema Group: 10

ii. List of project completed: Legends Theme Park, Saraya Aqaba Resort Destination, Exploration Mars for the Chicago Museum of Science and Industry, High Roller (Observation Wheel), Sanrio Hello Kitty Theme Park, MGM Studio City in Dubai, Samsungs Everland Theme Park, Lotte World, Beyond All Boundaries at The National WWII Museum, The US Pavilion for Expo 2012 in Yeosu Korea, and many more.

Phil Hettema
67 Valley Street
Pasadena, CA 91105
626 683 9876
phettema@thehettemagroup.com

Jack Soden, President
Elvis Presley Enterprises

Graceland
3734 Elvis Presley Boulevard
Memphis, TN 38116 (USA)
1 (901) 332-3322 Office Phone
jsoden@elvis.com

iii. Minimum number of hours per week dedicated to this project: As THG's director of information services, Corinne works on all THG projects. Corinne will be assigned to this project as required, as we develop the content for the visitor experience in more depth.

iv. Other projects scheduled for participation in from Sept. 2011 through December 2014: Corinne will be assigned to incoming projects as needed. Her priority upon award of this job, will be to provide support throughout the process from concept design through installation and production. At this time, THG is working on media development for the High Roller (Observation Wheel) for Caesar's Entertainment, the production and installation an interactive Dark Ride for Lotte World Theme Park, the concept through design development of a parade spectacular for Chimelong Group LLC, and THG is awaiting commencement of the schematic design and design development for ExplorOcean/Newport Harbor Nautical Museum, scheduled to begin in 2012.

8. Additional information for The Hettema Group Key Proposed Project Personnel (See above)

9. Resumes, Relevant Experience, Years Employed by The Hettema Group (See numbers 7 and 8 above – Project Team – Resumes and additional information)

10. Project Experience and References (See numbers 7 and 8 above – Project Team – Resumes and additional information).

11. Description of at least 3 venues for which The Hettema Group provided design in the last five years.

11.1

a. Venue/attraction Name: Sanrio "Hello Kitty" Theme Park;
b. Project Location: Anji, China;
c. Services provided/business structure: Concept design, schematic design, limited design development, ongoing consultation as requested, as paid consultant;
d. Annual Attendance: Project has not opened;
e. Annual Revenue: Project has not opened;
f. Project Opening Date: TBD;
g. Current Status/Involvement: THG is providing advisory services as requested by client;
h. References:

Nishihata San Masafumi
Sanrio Entertainment, Inc.
21535 Hawthorne Boulevard, Suite 410
Torrance, CA 90503 (USA)
1 (310) 896-3262 Office Phone
1 (310) 792-7363 Office Fax
nishihata@sanrio.com

11.2

a. Venue/attraction Name: US Pavilion at Expo 2012 – Yeosu Korea;
b. Project Location: Yeosu, Korea;
c. Services provided/business structure: Concept design through production and installation, as paid consultant;
d. Annual Attendance: Project has not opened;
e. Annual Revenue: Project has not opened;
f. Project Opening Date: May 12, 2012;
g. Current Status/Involvement: THG is currently in the production and installation phase;
h. References:

Andrew Snowhite, COO
Earth Echo International

202.349.9828 Phone
202.355.1399 Fax
info@earthecho.org

11.3

a. Venue/attraction Name: *Beyond all Boundaries* Theatrical Presentation;
b. Project Location: National WWII Museum, New Orleans, LA;
c. Services provided/business structure: Design through production, as paid consultant;
d. Annual Attendance: As designer and producer of the Beyond All Boundaries theatrical presentation, THG does not have access to our client's visitation numbers;
e. Annual Revenue: As designer and producer of the *Beyond All Boundaries* theatrical presentation, THG does not have access to revenue/profit information from the museum;
f. Project Opening Date: 7/11/2009;
g. Current Status/Involvement: THG is available for technical assistance, as required;
h. References:

Dr. Gordon "Nick" Mueller
President and CEO of the National WWII Museum
(504) 527-6012 Phone
(504)-527-6088 Fax
nick.mueller@nationalww2museum.org

12. Safety record for these venues/attractions

THG has never had an accident or safety violation on a project site to date.

13. Experience in using large volume ticketing systems (including web based kiosks, etc.)

N/A

Attachment D - Company Profile

Montroy DeMarco, LLP

Montroy ■ DeMarco, LLP

April 24, 2012

Dave Kerschner
Legends Hospitality LLC
200 Park Avenue, 16th Floor
New York, NY 10116

Dear Dave,

Thank you for the opportunity to be on the Legends Team as Architect of Record for World Trade Center Observatory. Montroy DeMarco is proud to be a part of the team of professionals that have been working together on the submission for Legends.

Montroy DeMarco has a broad range of experience in the creation and execution of unique public attractions in NYC. We recognize the iconic importance of the World Trade Center Tower One Observatory, and your goals to create a world class visitor experience. In our role as Architect of Record for the Observatory we look forward to working with you and the Legends team to complete this important project.

If we can be of assistance to you or the Port Authority in clarifying or providing more detail on our qualification materials, we would be happy to do so.

Thank you again.

Sincerely,

Daniel Montroy, AIA

99 Madison Avenue 14th floor New York, NY 10016
212 481 5900 www.madgi.com

Attachment D – Company Profile
For
One WTC Observation Deck RFP

1. Full Legal Name: Montroy DeMarco, LLP

2. Number of Years in Business: Five

3. Professional Partnership
Daniel Montroy
11 Michaels Lane
Croton on Hudson, NY 10520

Richard DeMarco
15 Belfast Avenue
Hazlet, NJ 07730

4. Primary Contact
Daniel Montroy
Montroy DeMarco
99 Madison Avenue
New York, NY 10016
212-481-5900

5. Webpage Address: MADGI.com

6A. Financial Statement Attached

6B. Tax ID#: [redacted]

6C. Bank Reference
JP Morgan Chase
1166 Sixth Avenue
New York, NY
Attn: Joseph Aleffi

6D. Dunn & Bradstreet Report Attached

6E. Balance Sheet Attached

7. Project Team Attached

8. Team Information Attached

Decide with Confidence

MONTROY ANDERSEN DEMARCO DESIGN INC.

D-U-N-S® 61-260-8331 | Single | Phone 212 481-5900
99 Madison Ave Fl 14, | Fax 212-481-7481
New York, NY 10016
Website:
www.montroyandersen.com

Comprehensive Report

Purchase Date: 03/30/2012
Last Update Date: 03/24/2012

Executive Summary

Company Info

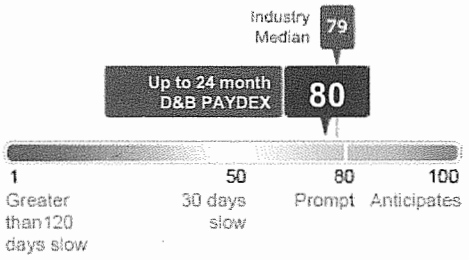
Year Started	1987	Employees	30
Control Year	1992	Trade Styles	MONTROY, ANDERSEN DEMARCO
CEO	DANIEL MONTROY, PRES		

D&B Rating

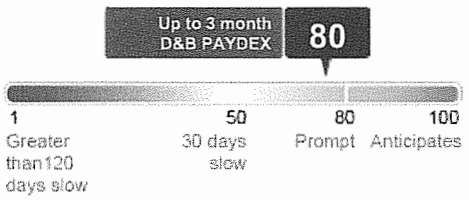
D&B Rating: --

D&B PAYDEX®

Up to 24 month D&B PAYDEX

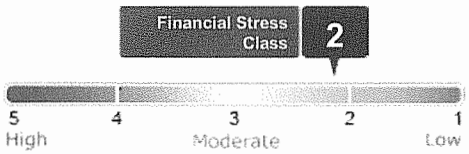


Up to 3 month D&B PAYDEX



Predictive Analytics

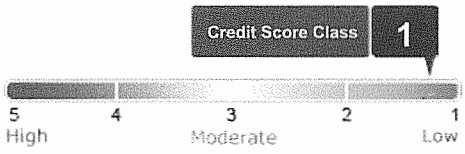
Financial Stress Class



The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000).

Financial Stress Class	2
Financial Stress Score	1,525
Highest Risk	1,001
Lowest Risk	1,875

Credit Score Class



The Credit Score class of 1 for this company shows that 6.00% of firms with this classification paid one or more bills severely delinquent.

Credit Score Class	1
Credit Score	522
Highest Risk	101
Lowest Risk	670

Credit Limit Recommendation

Decide with Confidence

Risk Category

Conservative Credit Limit	$25,000
Aggressive Credit Limit	$45,000

Business Information

Business Summary

SIC	8712 Architectural services, business services
NAICS	541310 Architectural Services
History Status	INCOMPLETE

Credit Capacity Summary

D&B Rating --

Prior D&B Rating	--
Rating Date	01/09/2009

Payment Activity (based on 17 experiences)	USD
Average High Credit	$2,350
Highest Credit	20,000
Total Highest Credit	28,550

Business History

Officers	DANIEL MONTROY, PRES; STEVEN ANDERSEN, V PRES; RICHARD DEMARCO, PRIN
Directors	THE OFFICER(S)

As of 03/24/2012

The New York Secretary of State's business registrations file showed that Montroy Andersen Demarco Design Inc was registered as a corporation on January 30, 1992.

Business started 1987 by Daniel Montroy as a proprietorship. 100% of capital stock is owned by officers.

DANIEL MONTROY born 1959. 1987-present active here.

STEVEN ANDERSEN born 1958. 1990-present active here.

RICHARD DEMARCO. 2005-present active here.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Mar 23 2012:

The following data is not an official record of the Department of State or the State of New York and Dun & Bradstreet is not an employee or agent thereof.

Registered Name	MONTROY ANDERSEN DEMARCO DESIGN INC.	Registration ID	1607569
		Duration	PERPETUAL
		Status	ACTIVE
Business Type	CORPORATION	Where Filed	SECRETARY OF STATE/CORPORATION DIVISION , ALBANY , NY
Corporation Type	PROFIT		

Principals

Name	Title
DANIEL MONTROY	CHAIRMAN OF THE BOARD

160 FIFTH AVENUE, NEW YORK, 100100000,

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State of Incorporation	NEW YORK
Filing Date	01/30/1992

Government Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	YES (2012)
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	N/A		
Contractor	No		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

03/24/2012

Description: Operates as a provider of architectural services and operates business services, specializing in design services.

Has 20 account(s). Terms are on a contractual basis. Sells to commercial and residential concerns. Territory : New York Metropolitan Area.

Nonseasonal.

Employees: 30 which includes officer(s) and 1 part-time.

Facilities: Rents 2,500 sq. ft. on 10th floor of a multi story brick building.

Location: Central business section on main street.

Industry Data

SIC		NAICS	
Code	Description	Code	Description
87120000	Architectural services	541310	Architectural Services
73891800	Design services	541990	All Other Professional, Scientific and Technical Services

Financial Statements

Key Business Ratios (Based on 31 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	2.4	UN
Return on Net Worth	UN	9.9	UN

Decide with Confidence

Current Ratio	UN	1.5	UN
Quick Ratio	UN	1.3	UN
Efficiency			
Assets Sales	UN	35.1	UN
Sales / Net Working Capital	UN	9.5	UN
Utilization			
Total Liabs / Net Worth	UN	113.7	UN

Most Recent Financial Statement

As of 03/24/2012

Repeated attempts to contact business were unsuccessful.

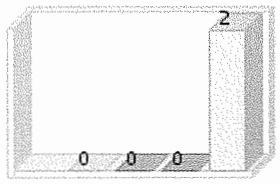
Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records	Most Recent Filing Date
Judgment	0	
Lien	0	
Suit	0	
UCC	2	04/28/2006

Public Filings



The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Full Filings

UCC Filings

Collateral	Business machinery/equipment - Computer equipment	Latest Info Received	12/17/2005
Filing No.	0512086071666	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY	Date Filed	12/08/2005
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., DES MOINES, IA		
Debtor	MONTROY ANDERSEN INC		

Collateral	Leased Communications equipment and proceeds	Latest Info Received	05/09/2006
Filing No.	0604280363678	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY	Date Filed	04/28/2006
Secured Party	BNY LEASING EDGE CORPORATION, WAYNE, PA		
Debtor	MONTROY ANDERSEN, INC.		

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

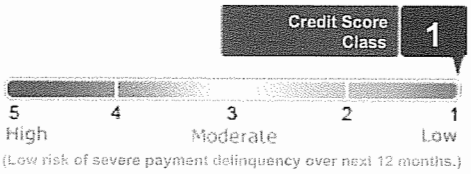
Additional UCC and SLJ filings for this company can be found by conducting a more detailed search in our Public Records Database.

Commercial Credit Score

Decide with Confidence

Summary

Credit Score Class



Incidence of Delinquent Payment

Among Companies with This Class	6.00%
Average Compared to All Businesses	23.50%
Credit Score Percentile	100
Credit Score	522
Number of Payment Experiences	17

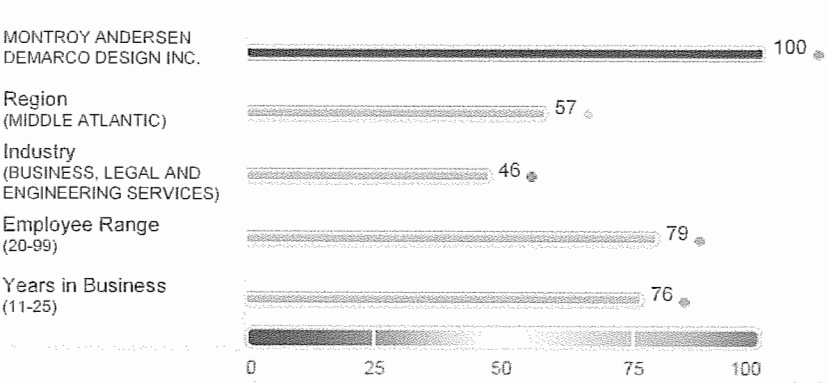
Key Factors

- Business is privately held.
- Low number of satisfactory payments.
- Business is not a subsidiary.
- Low proportion of satisfactory payment experiences to total payment experiences.

Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 90 days past due or more by creditors. The calculation of this value is based on an inquiry weighted sample.
- The Percentile ranks this firm relative to other businesses.For example, a firm in the 80th percentile has a lower risk of paying in a severely delinquent manner than 79% of all scorable companies in D&B's files.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Credit Score Percentile Norms Comparison



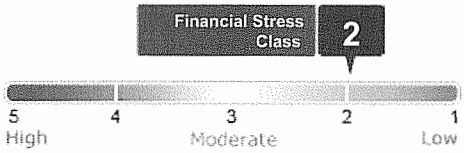
- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Decide with Confidence

Summary

Financial Stress Class



Financial Stress Score Percentile

Financial Stress National Percentile	77
Financial Stress Score	1525
Probability of Failure with This Score	0.09%
Failure per 10K	9/10,000
Average Failure Rate within D&B database	0.48%
Failure per 10K	48/10,000
Number of Payment Experiences	17

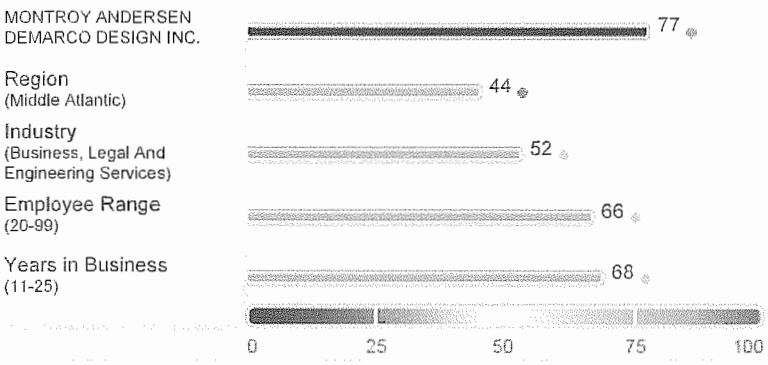
Key Factors

- Low proportion of satisfactory payment experiences to total payment experiences.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Financial Stress Percentile Comparison



- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

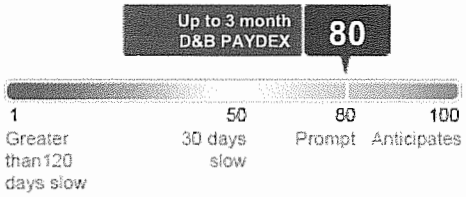
Advanced Paydex + CLR

D&B PAYDEX®

Decide with Confidence

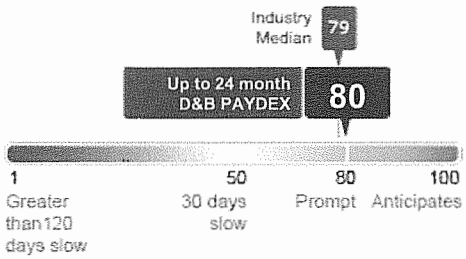
Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

Up to 3 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average Within terms. Based on payments collected over last 3 months.

Up to 24 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average generally within terms. Based on payments collected up to 24 months.

When weighted by dollar amount, the industry average is 2 DAYS BEYOND terms.

- High risk of late payment (average 30 to 120 days beyond terms)
- Medium risk of late payment (average 30 days or less beyond terms)
- Low risk of late payment (average prompt to 30+ days sooner)

Payment Trend	unchanged *	Total Payment Experiences for the HQ	17	Highest Now Owing	$7,500
Payments Within Terms	100%	Total Placed for Collection	0	Highest Past Due	$0
Average High Credit	$2,350	Largest High Credit	$20,000		

* compared to payments three months ago

Credit Limit Recommendation

Risk Category

Recommendation Date	03/30/2012
Conservative Credit Limit	$25,000
Aggressive Credit Limit	$45,000

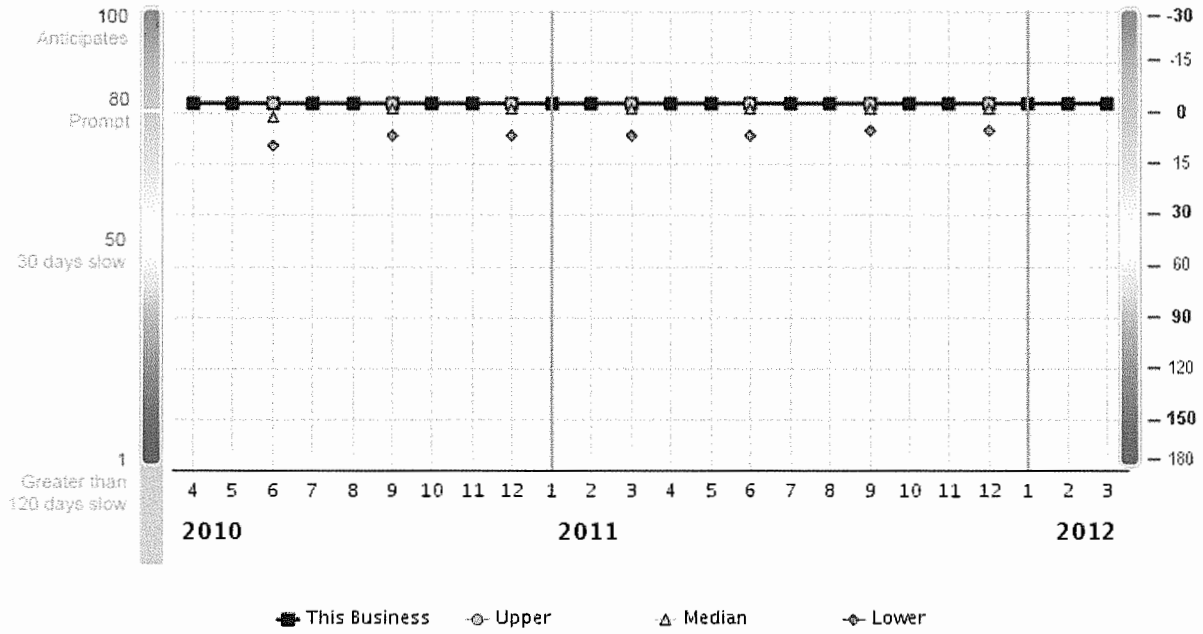
Key Factor

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits

PAYDEX Yearly Trend

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters.
The Primary Industry is Architectural services, business services, based on SIC code 8712.

Decide with Confidence



This Business	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
Industry Quartiles																								
Upper			80			80			80			80			80			80			80			
Median			77			79			79			79			79			79			79			
Lower			71			73			73			73			73			74			74			

Note

- Current PAYDEX® for this Business is 80, or equal to generally within terms.
- The 24 month high paydex is 80.0, or equal to GENERALLY WITHIN terms.
- The 24 month low paydex is 80.0, or equal to GENERALLY WITHIN terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile.
- Industry lower quartile represents the performance of the payers in the 25th percentile.

Payment Habits

Credit Extended	% of Payments Within Terms	No. of Payment Experiences	Total Amount USD
Over $100,000	0%	0	$0
50,000-100,000	0%	0	0
15,000-49,999	100%	1	20,000
5,000-14,999	100%	1	5,000
1,000-4,999	100%	1	1,000
Under 1,000	100%	9	2,200

Based on up to 24 months of payments

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 17 payment experiences in D&B's file, with 8 experiences reported during the last three month period.
The highest Now Owes on file is $7,500. The highest Past Due on file is $0.

All Industries

Decide with Confidence

Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%) 0-30	31-60	61-90	90+
Misc business credit	3	$25,500	$20,000	100	0	0	0	0
Radiotelephone commun	2	1,000	500	100	0	0	0	0
Misc equipment rental	1	1,000	1,000	100	0	0	0	0
Photocopying service	1	250	250	100	0	0	0	0
Arrange cargo transpt	1	250	250	100	0	0	0	0
Public finance	1	50	50	100	0	0	0	0
Short-trm busn credit	1	50	50	100	0	0	0	0
Nonclassified	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Telephone communictns	1	0	0	0	0	0	0	0

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash experiences	4	$350	$250
Payment record unknown	0	0	0
Unfavorable comments	0	0	0
Placed for Collection	0	0	0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
February 2012	Ppt	$0	$5,000	$0	N/A	1
	Ppt	20,000	7,500	0	Lease Agreemnt	
	Ppt	500	500	0	N/A	1
	Ppt	500	500	0	N/A	1
	Ppt	250	250	0	N/A	1
	Ppt	50	0	0	N/A	1
January 2012	(007)	250	0	0	Cash account	1
December 2011	Ppt	50	0	0	N/A	6-12
October 2011	Ppt	500	0	0	N/A	6-12
June 2011	(010)	50	0	0	Cash account	1
April 2011	Ppt	250	0	0	N/A	6-12
	(012)	50	0	0	Cash account	2-3
March 2011	Ppt	1,000	250	0	Lease Agreemnt	
	Ppt	50	0	0	N/A	1
January 2011	(015)Satisfactory	0	0	0	N/A	1
November 2010	Ppt	50	0	0	N/A	2-3
April 2010	(017)Cash own option	0	0	0	N/A	6-12

Lines shown in red are 30 or more days beyond terms

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

MONTROY ANDERSEN DEMARCO DESIGN, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2011

HOROWITZ & ULLMANN, P.C.
Certified Public Accountants

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E-mail: cpas@horowitz-ullmann.com

ACCOUNTANT'S COMPILATION REPORT

The Board of Directors
Montroy Andersen DeMarco Design, Inc.
New York, NY

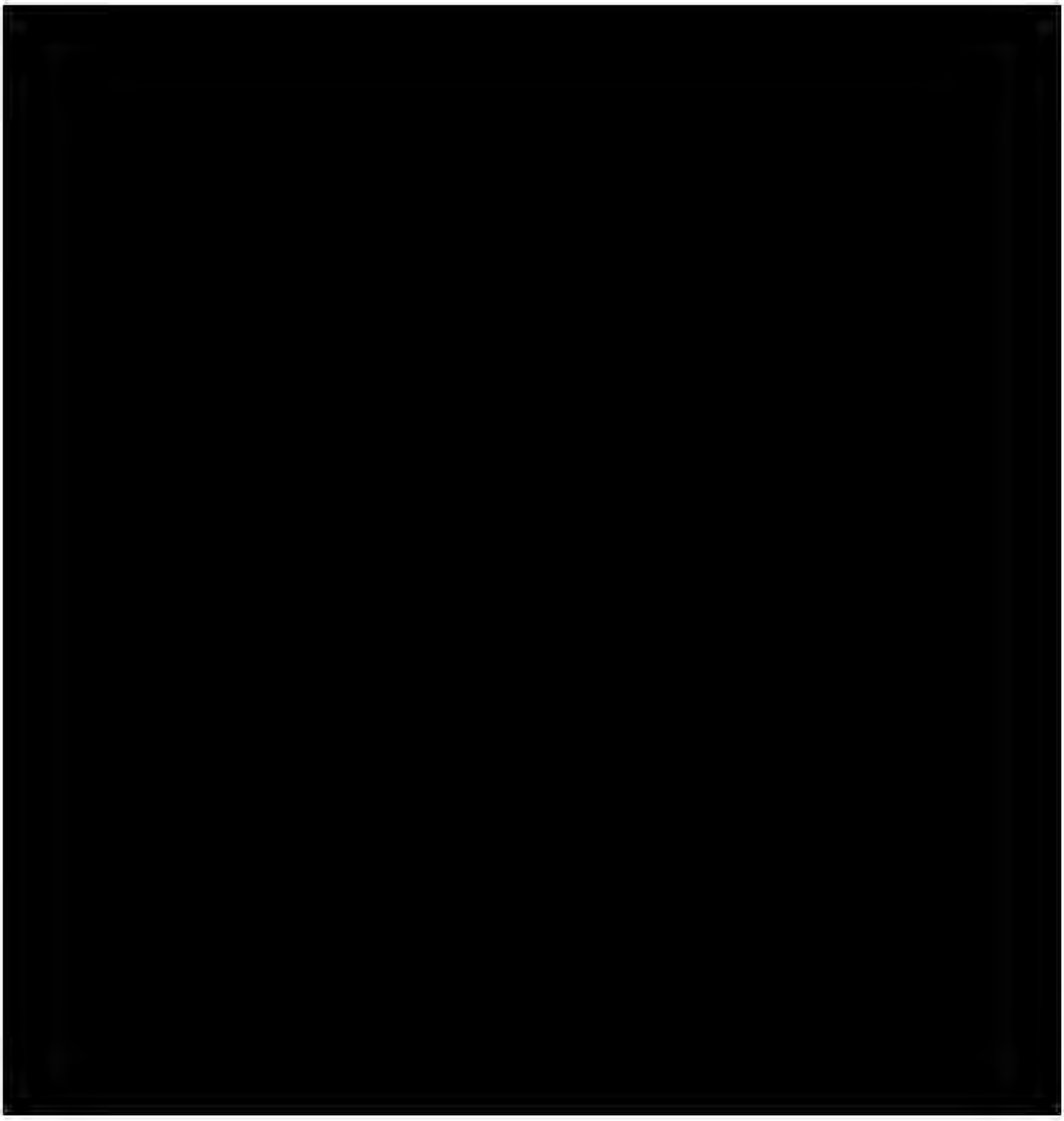
We have compiled the accompanying balance sheet of Montroy Andersen DeMarco Design, Inc. (a New York S-corporation) as of December 31, 2011 and the related statements of income and retained earnings and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Horowitz & Ullmann, P.C.

New York, NY
February 17, 2012



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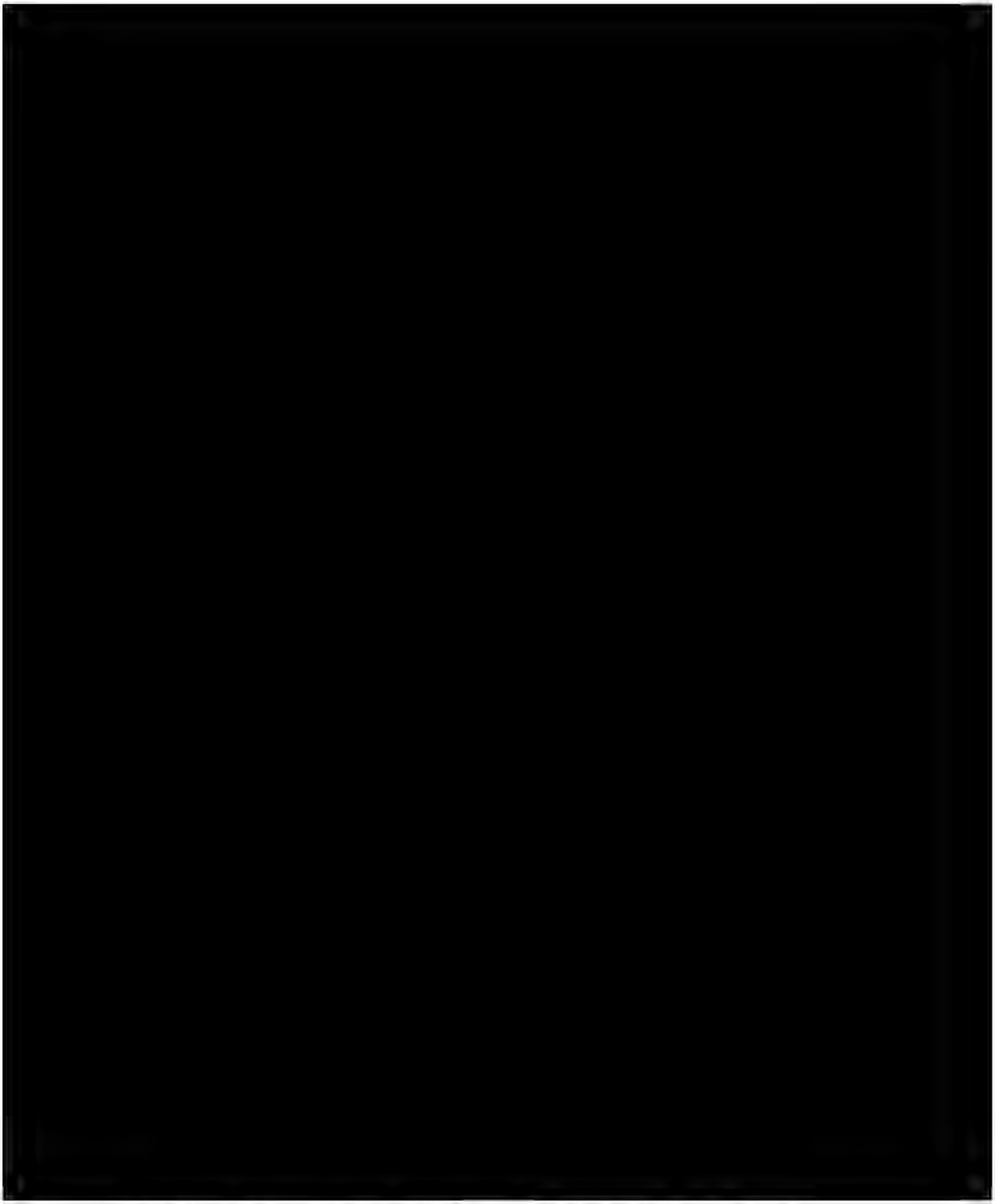

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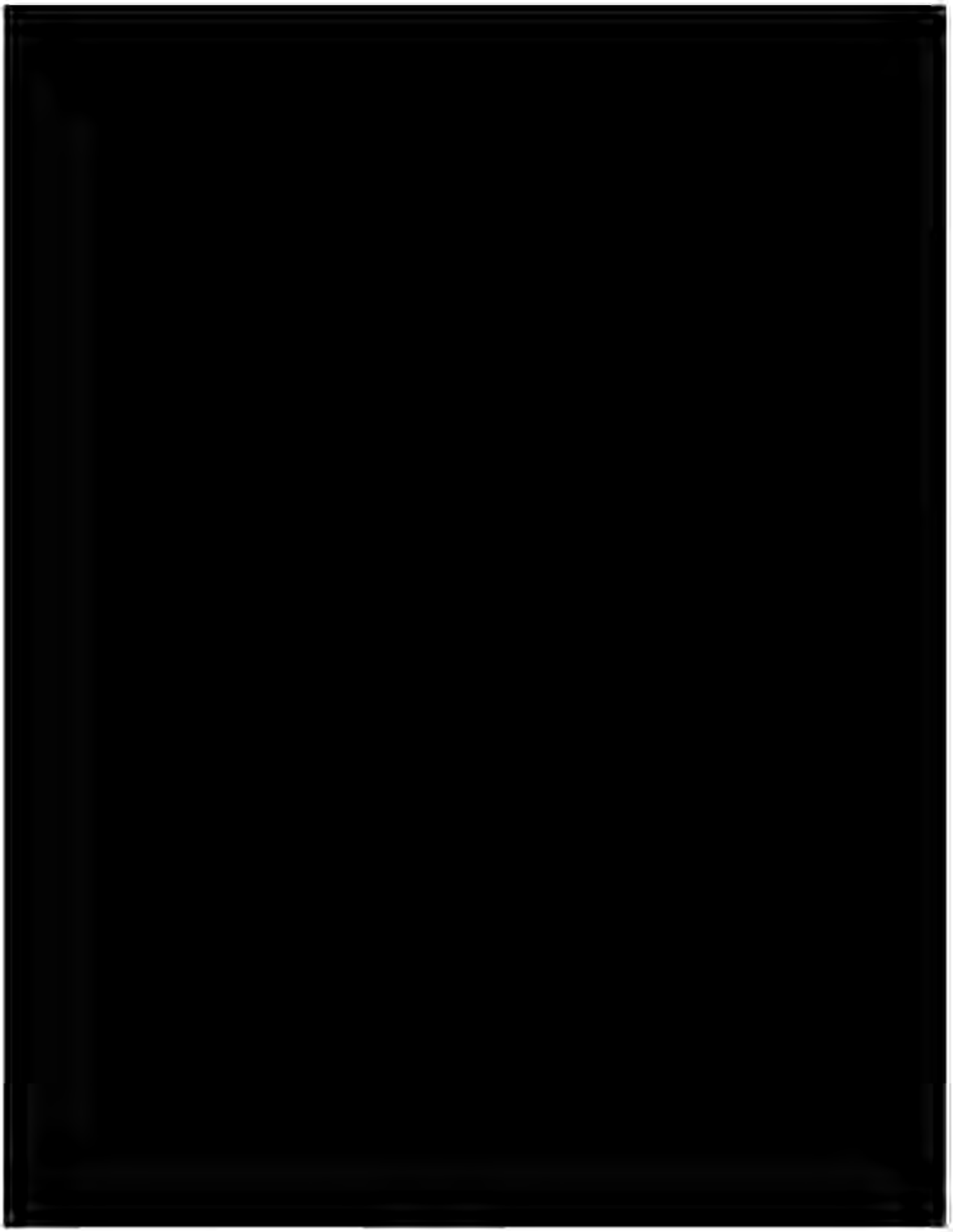

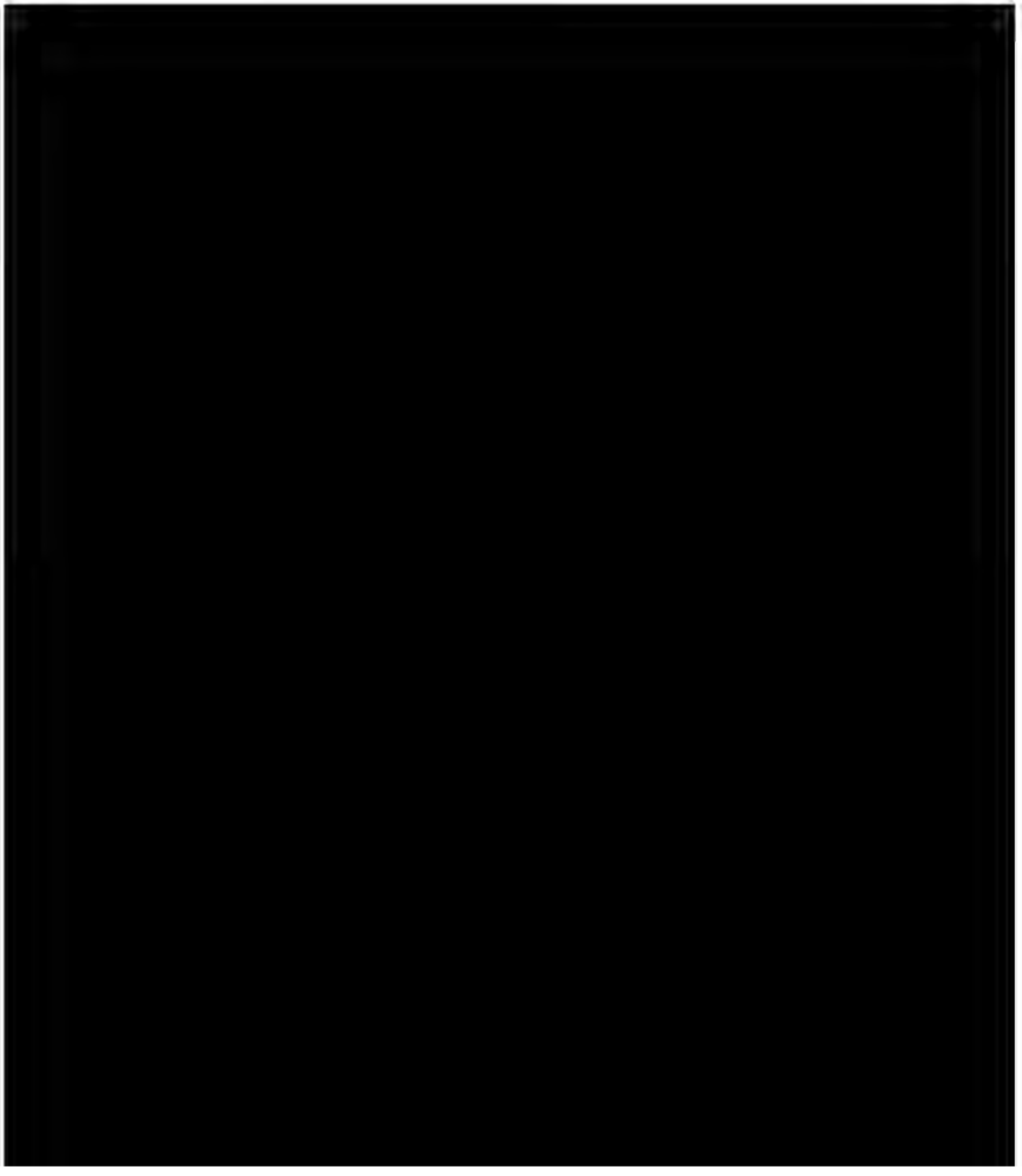

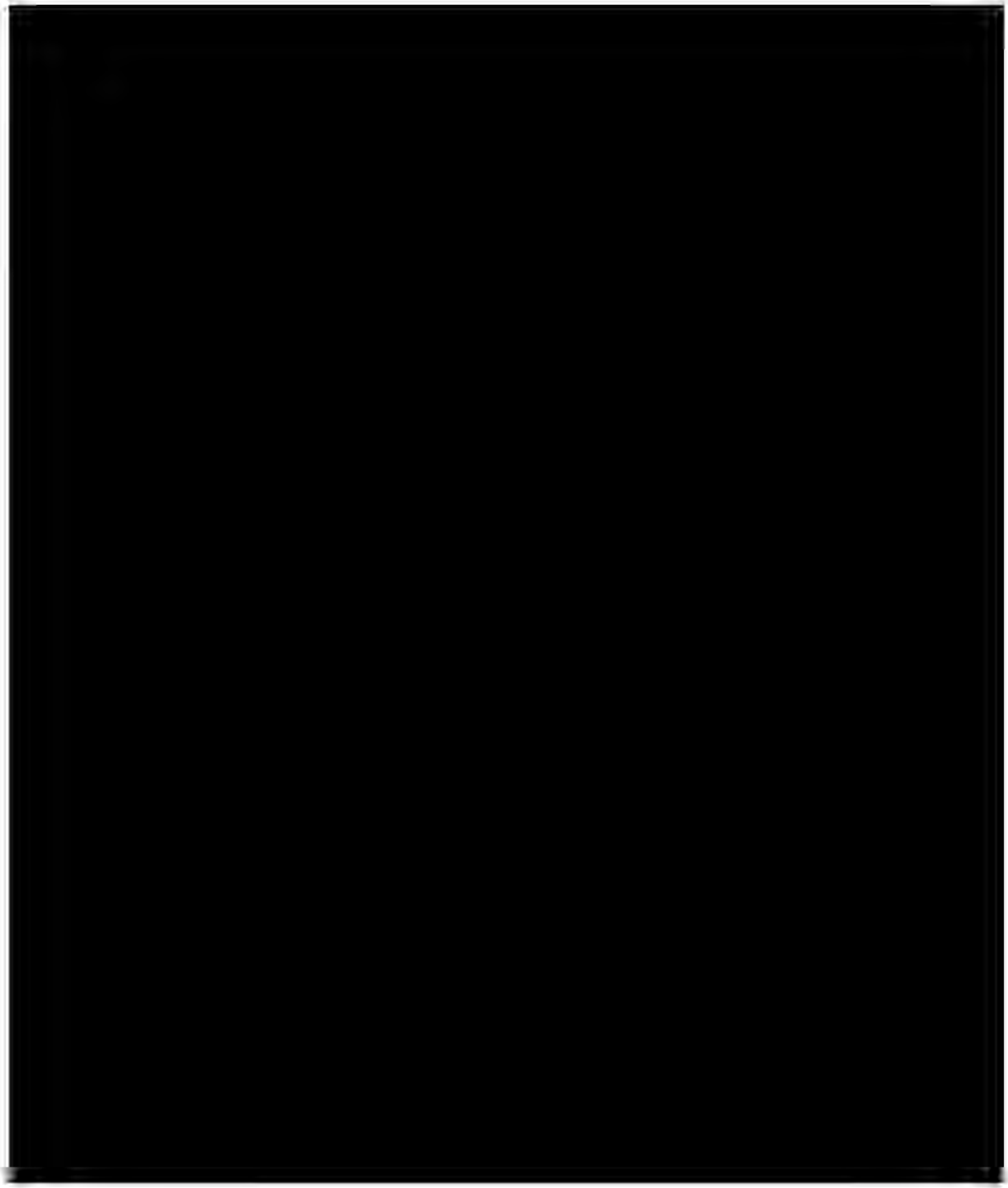

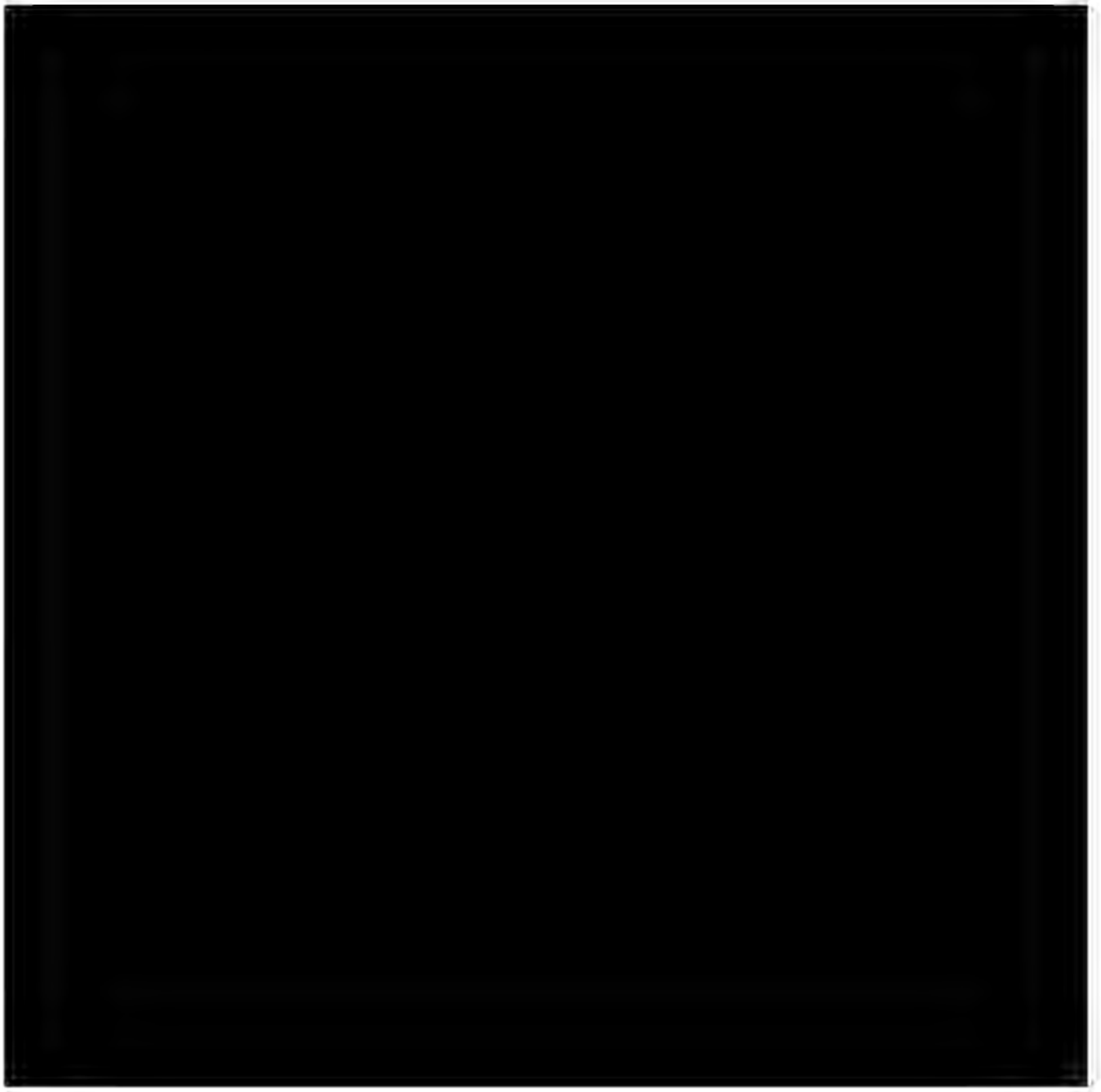

MONTROY ANDERSEN DEMARCO DESIGN, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2010

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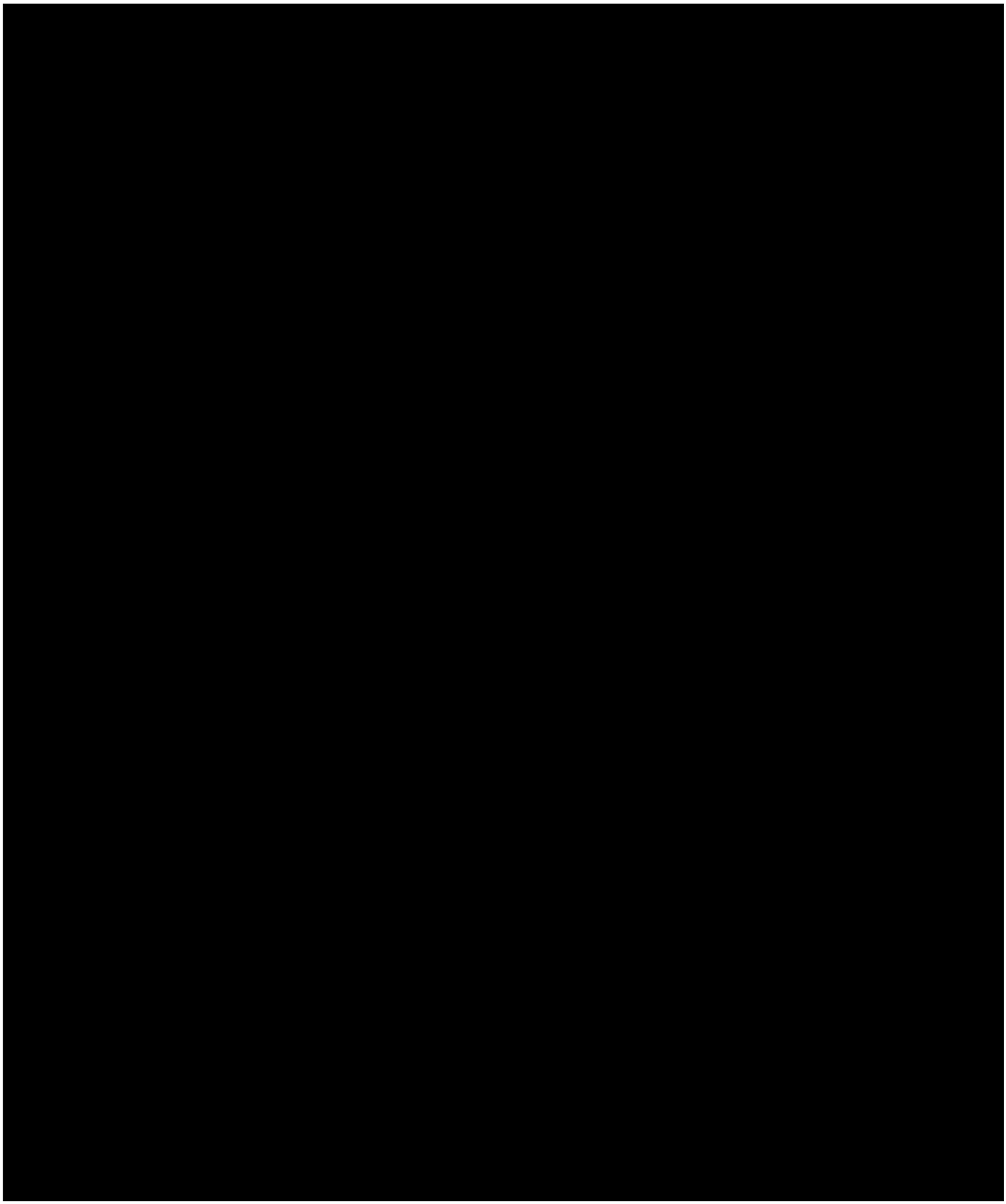
Horowitz & Ullmann, P.C.

New York, NY
March 28, 2011



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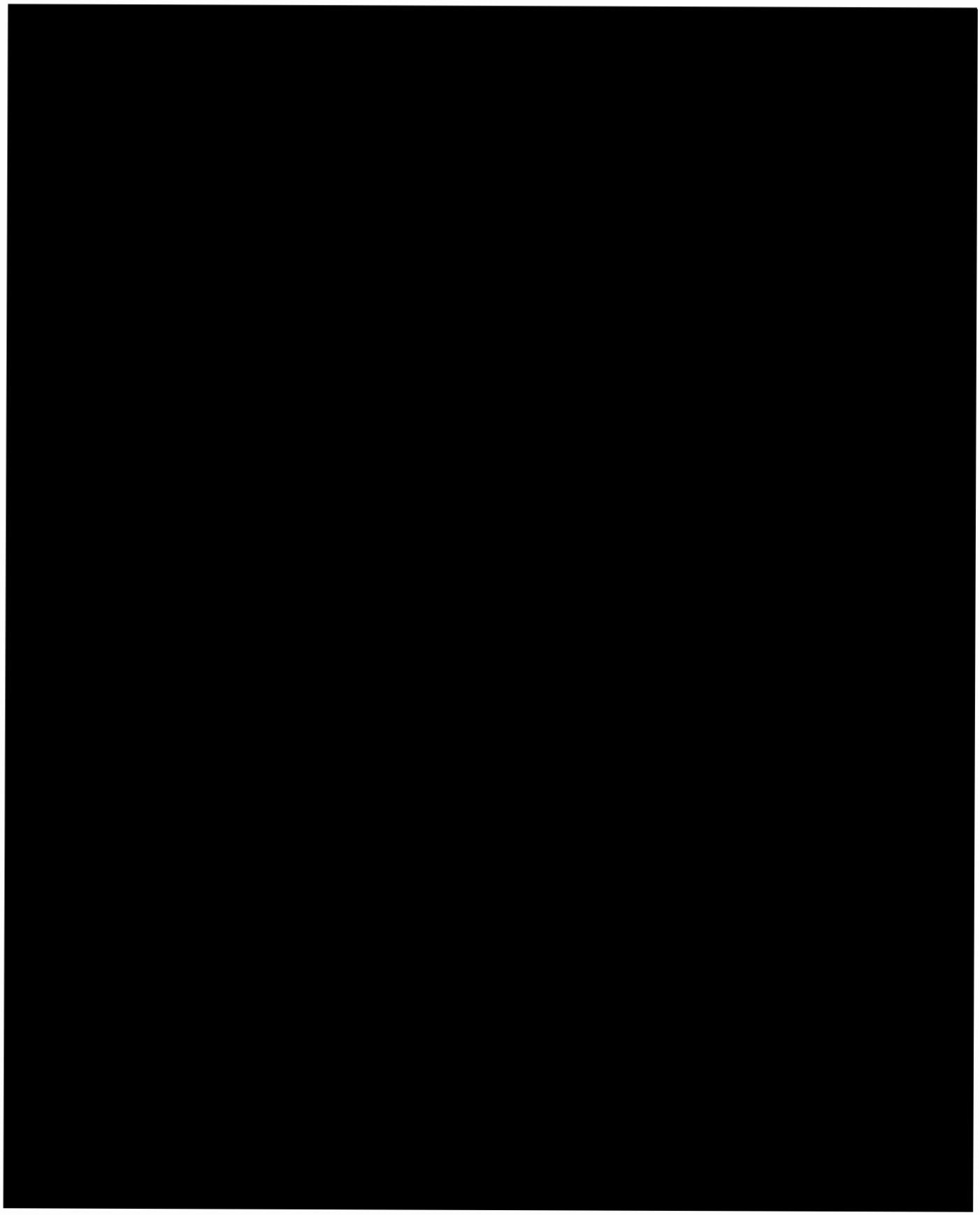

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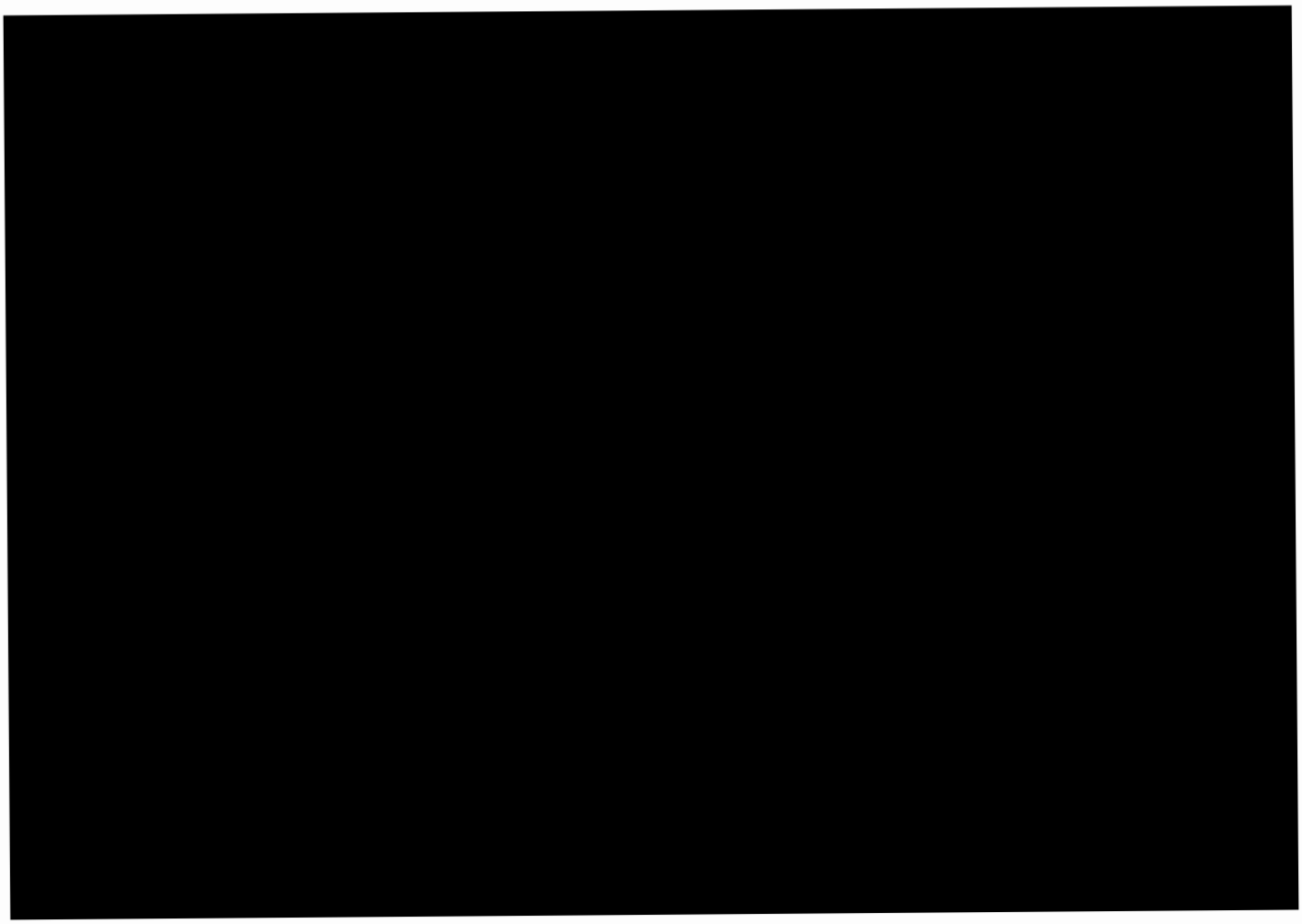

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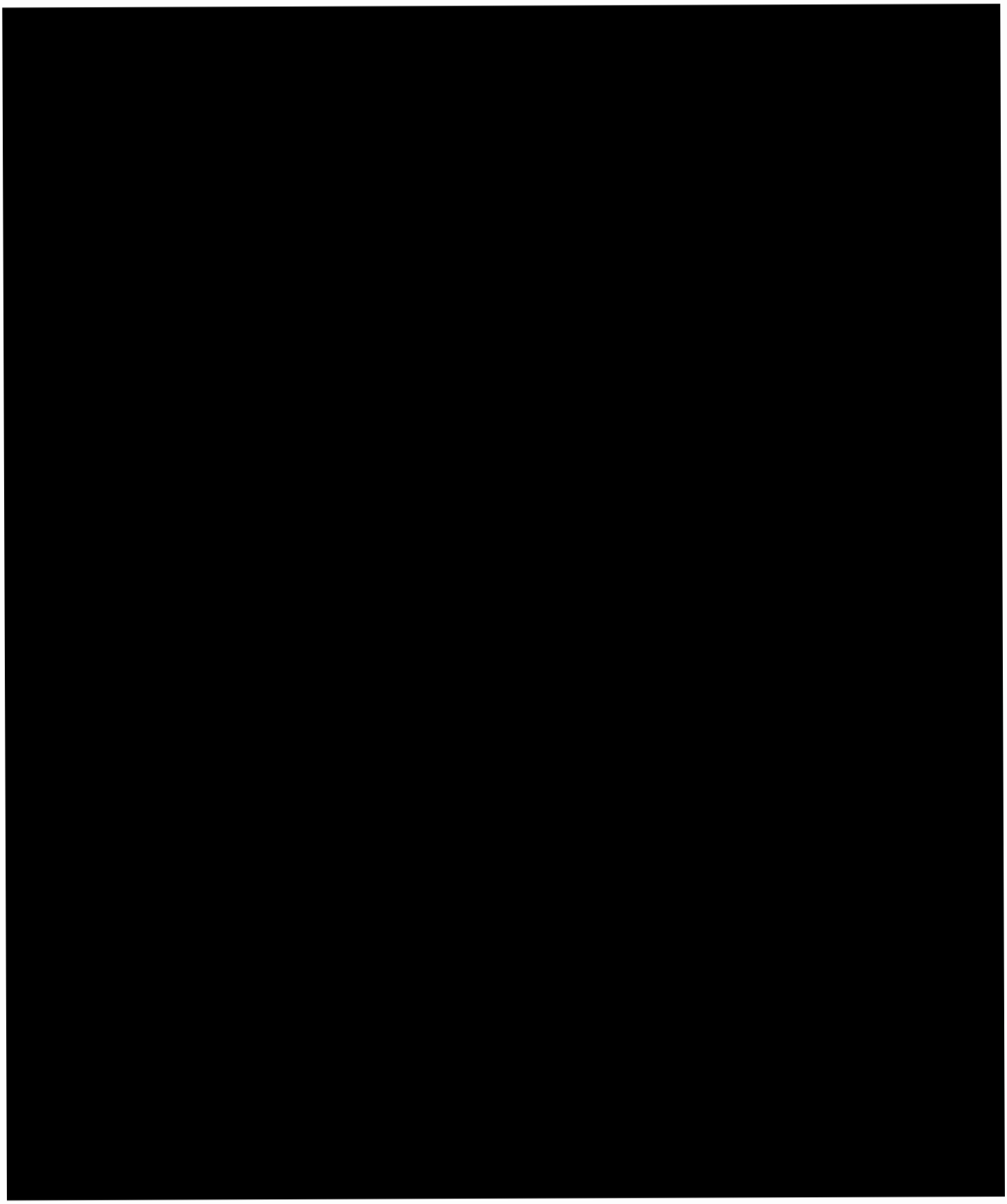

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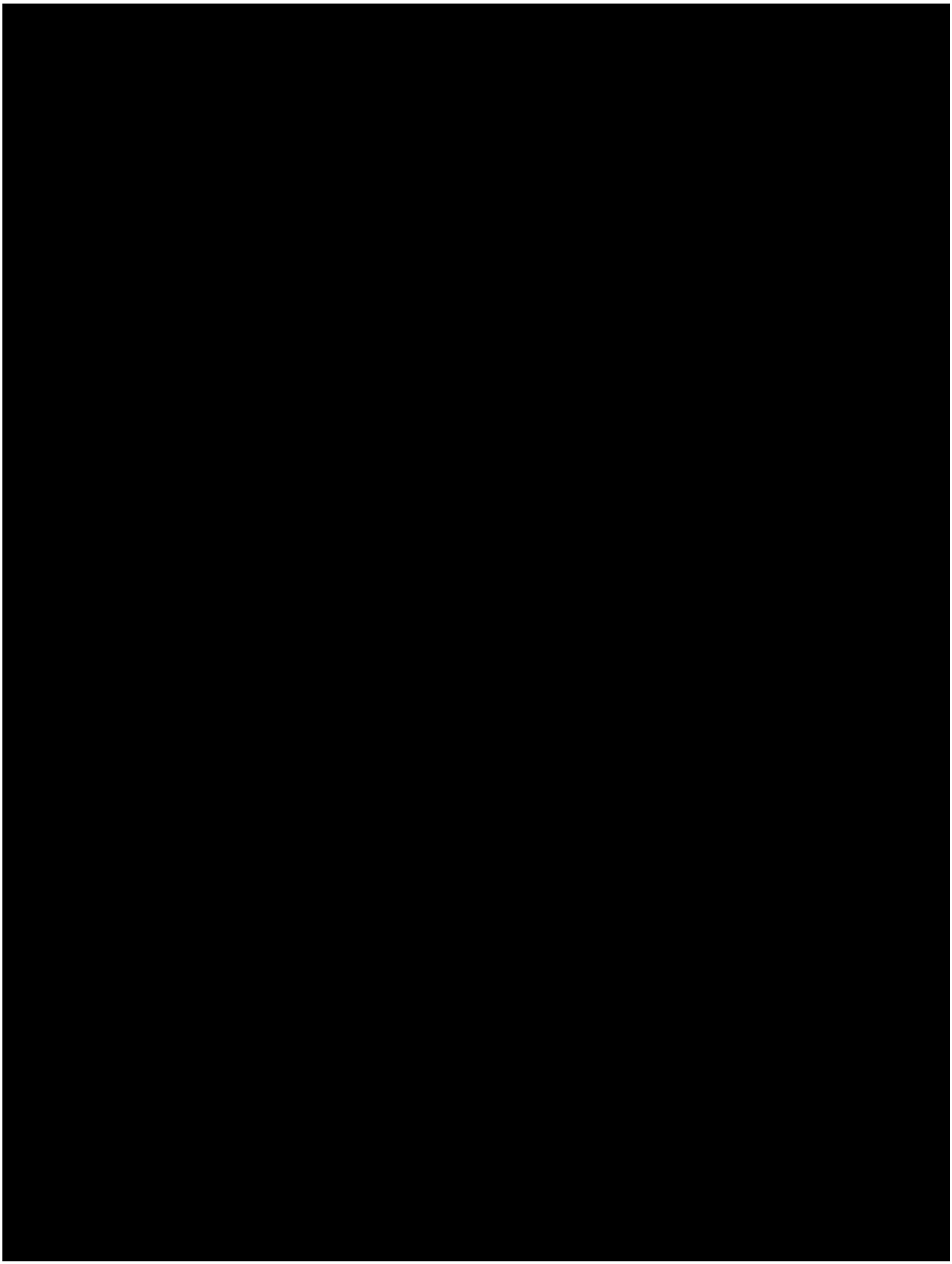

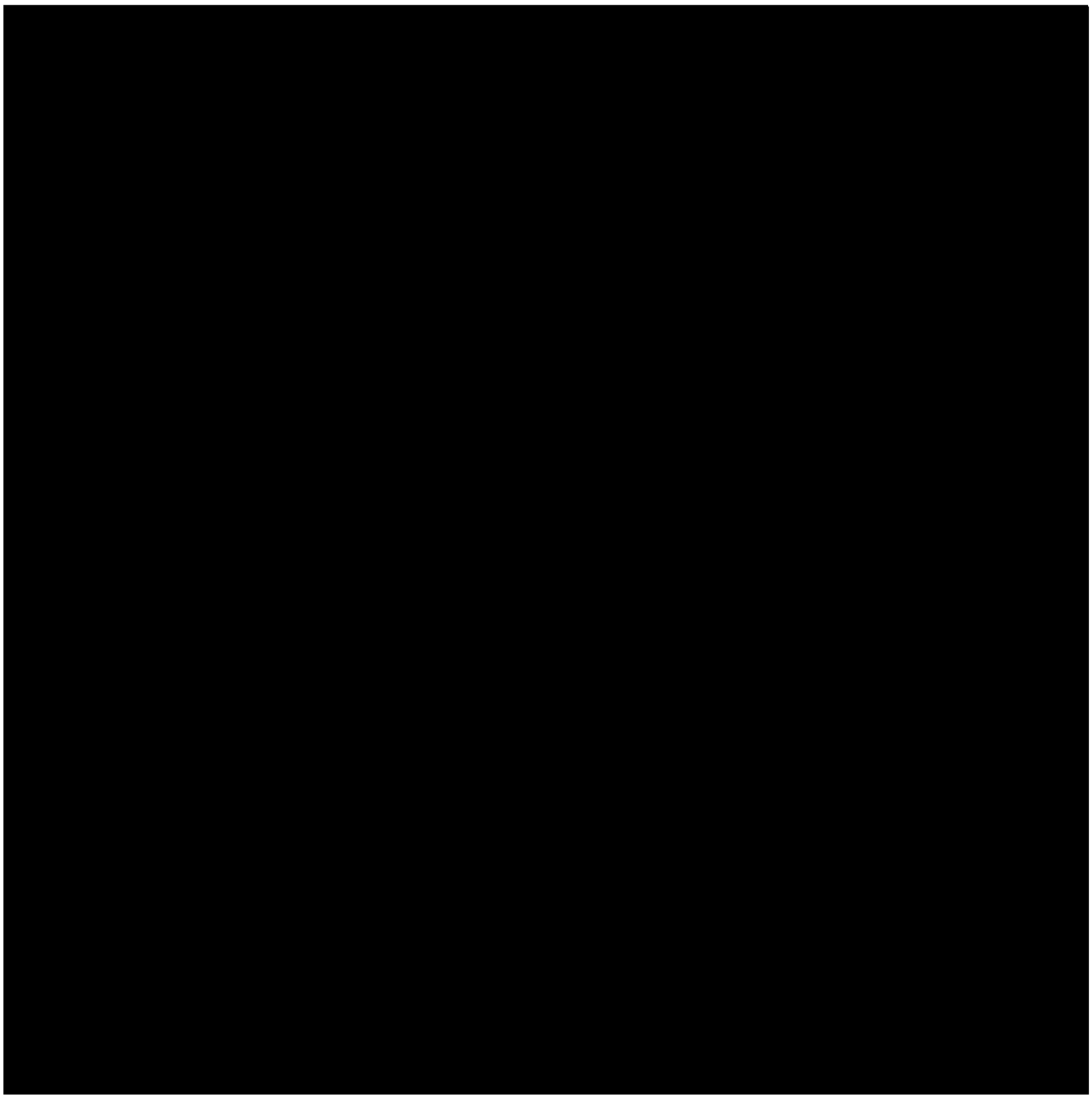

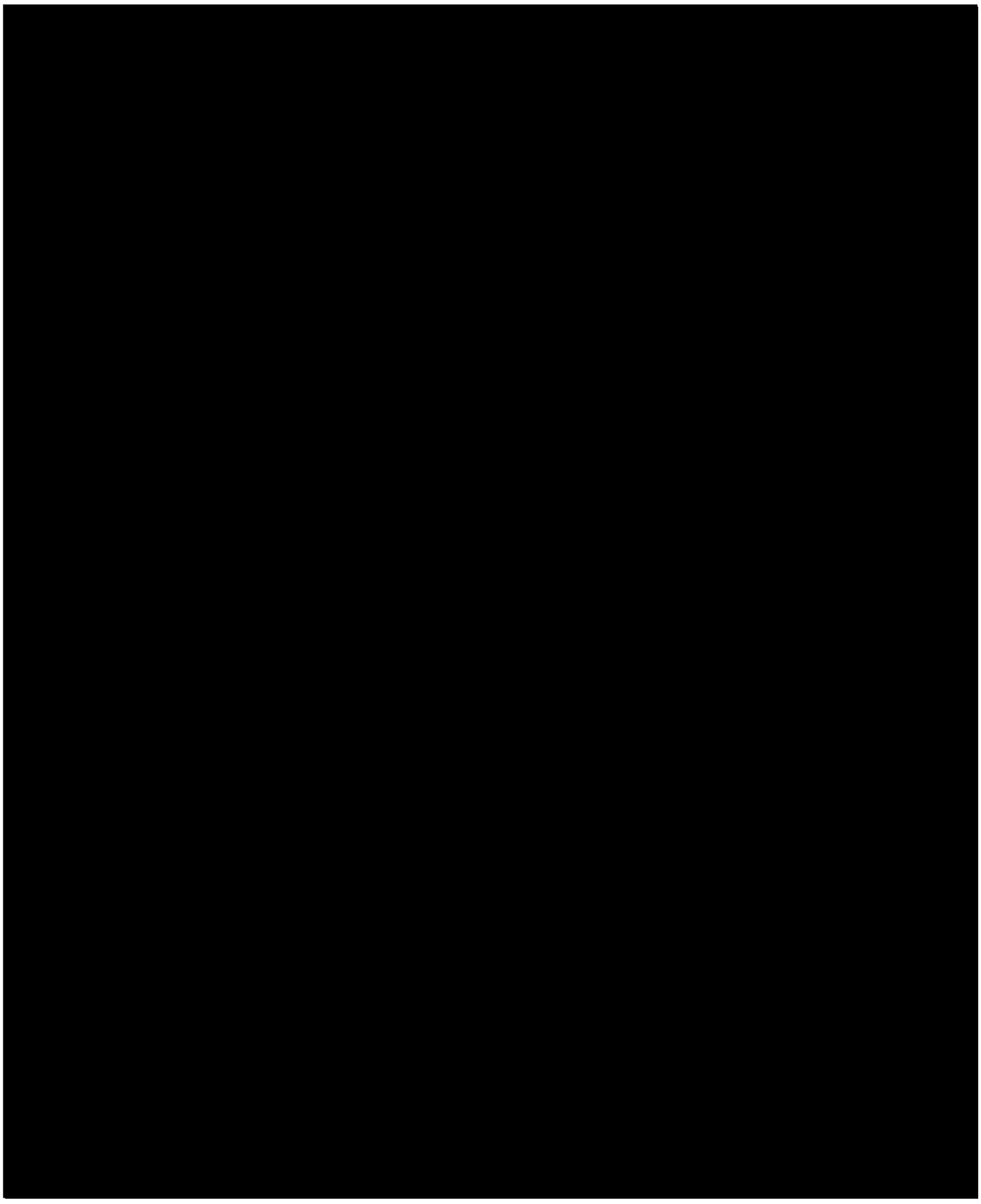

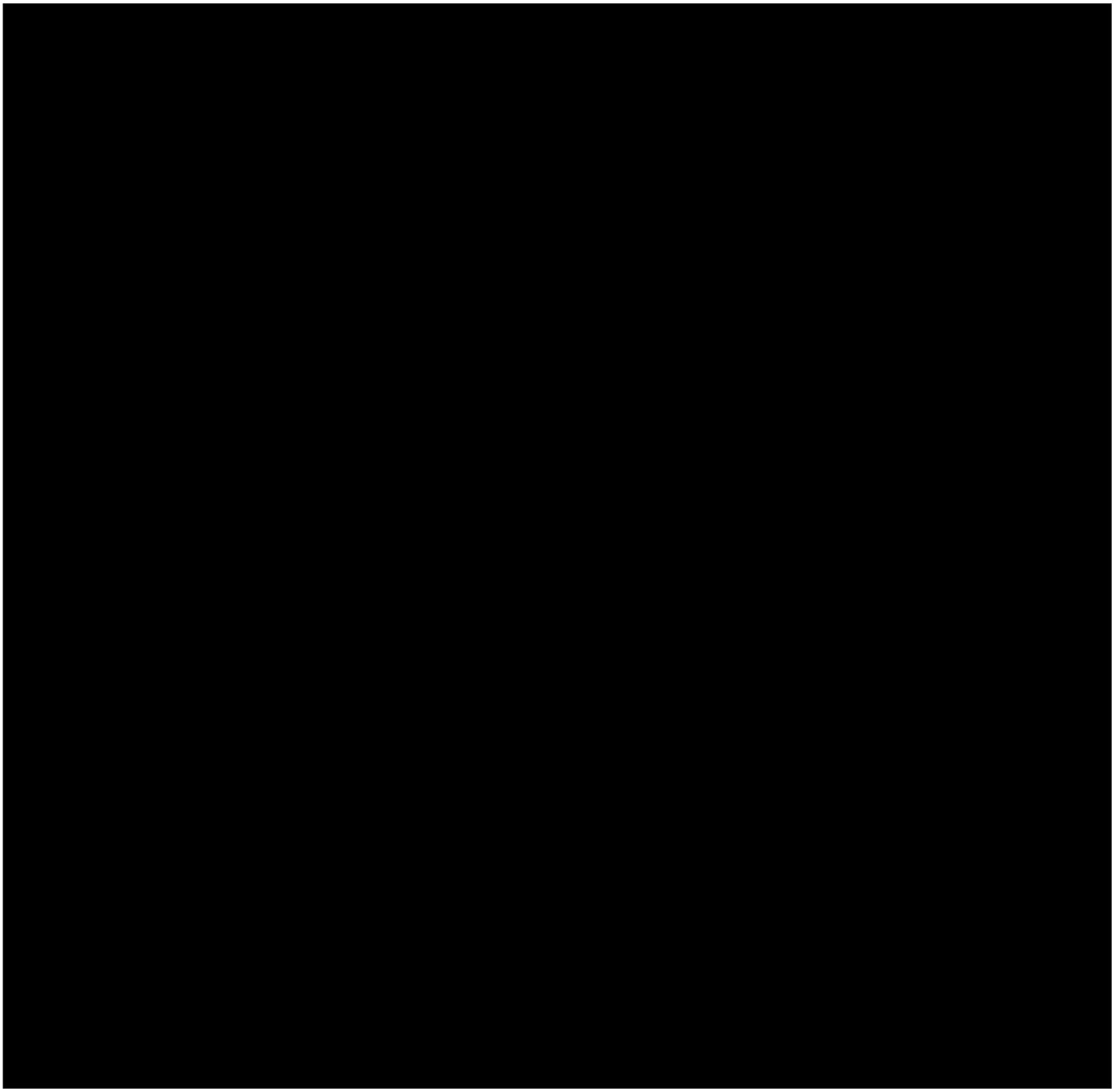

MONTROY ANDERSEN DEMARCO DESIGN, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2009

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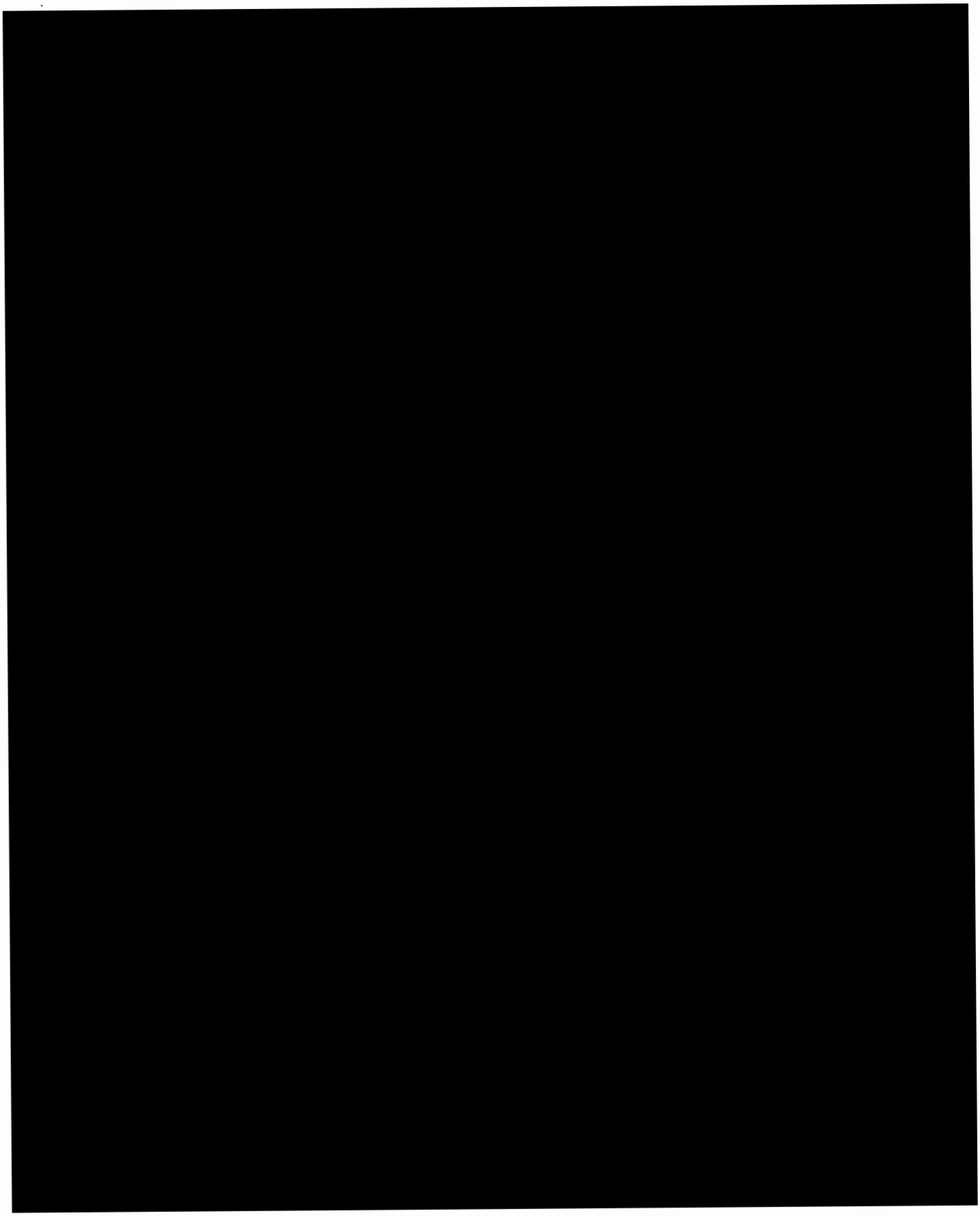
A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an "S" corporation. In lieu of corporation income taxes, the stockholders of an "S" corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements.

Horowitz & Ullmann, P.C.

New York, NY
July 26, 2010



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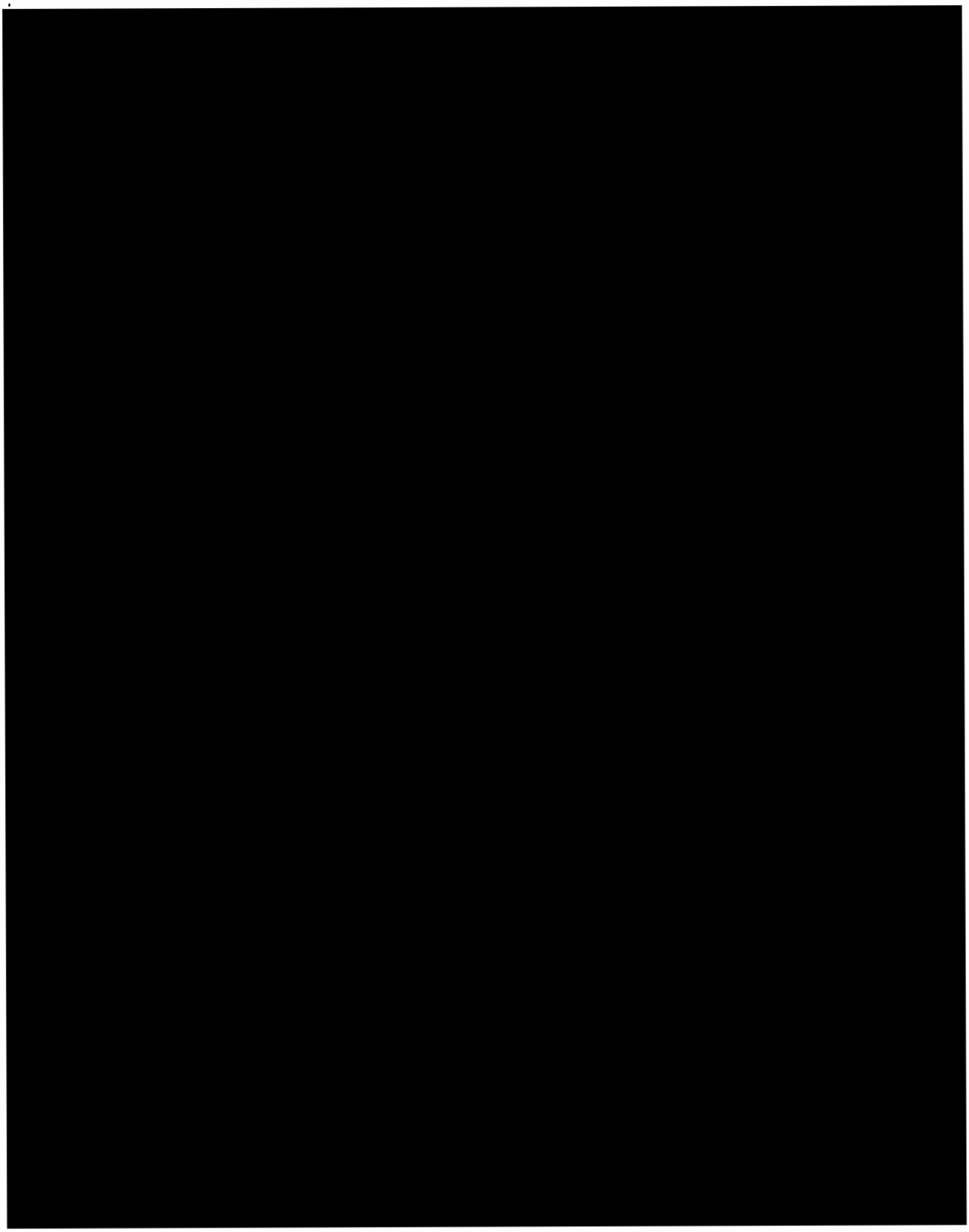

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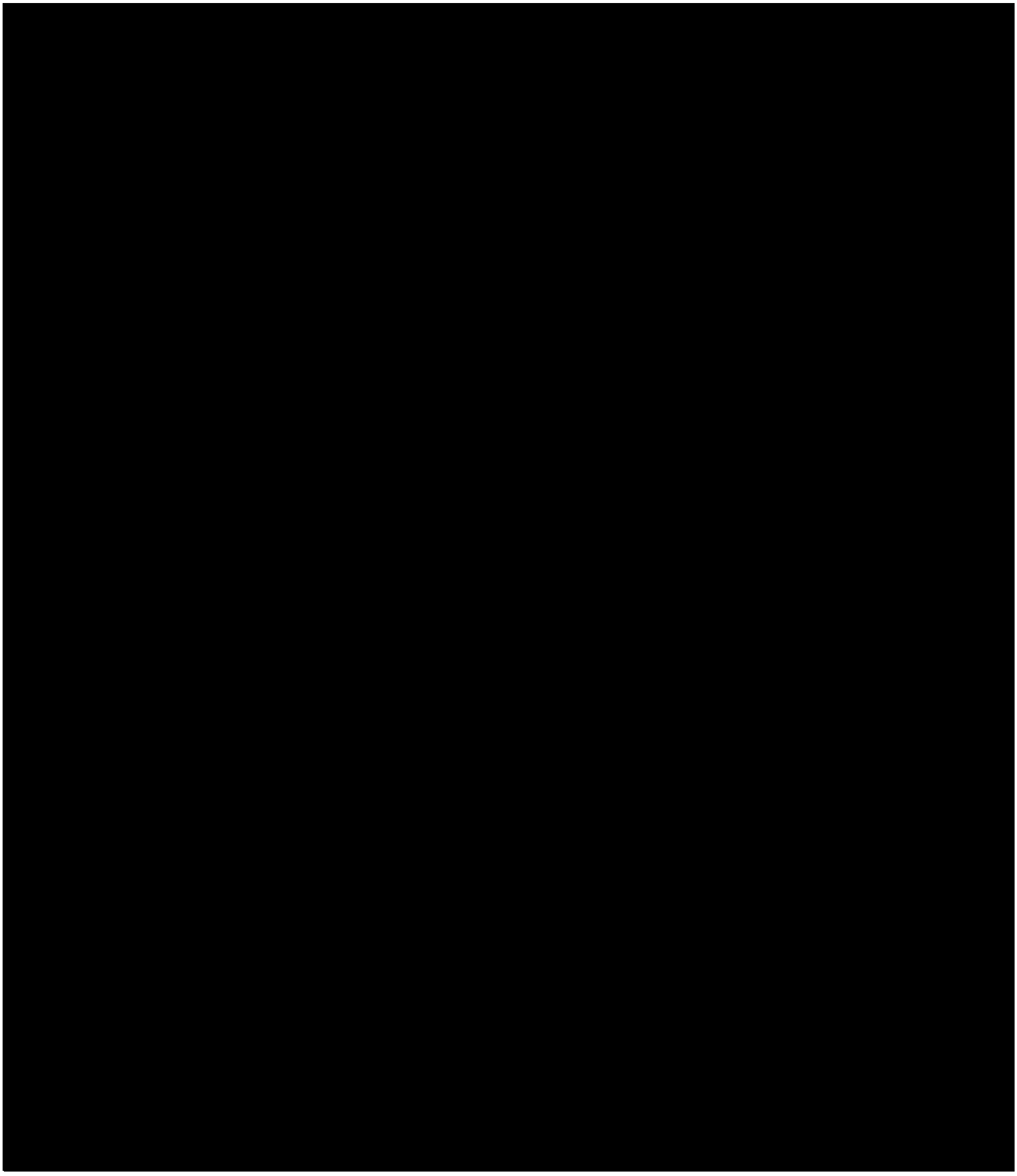

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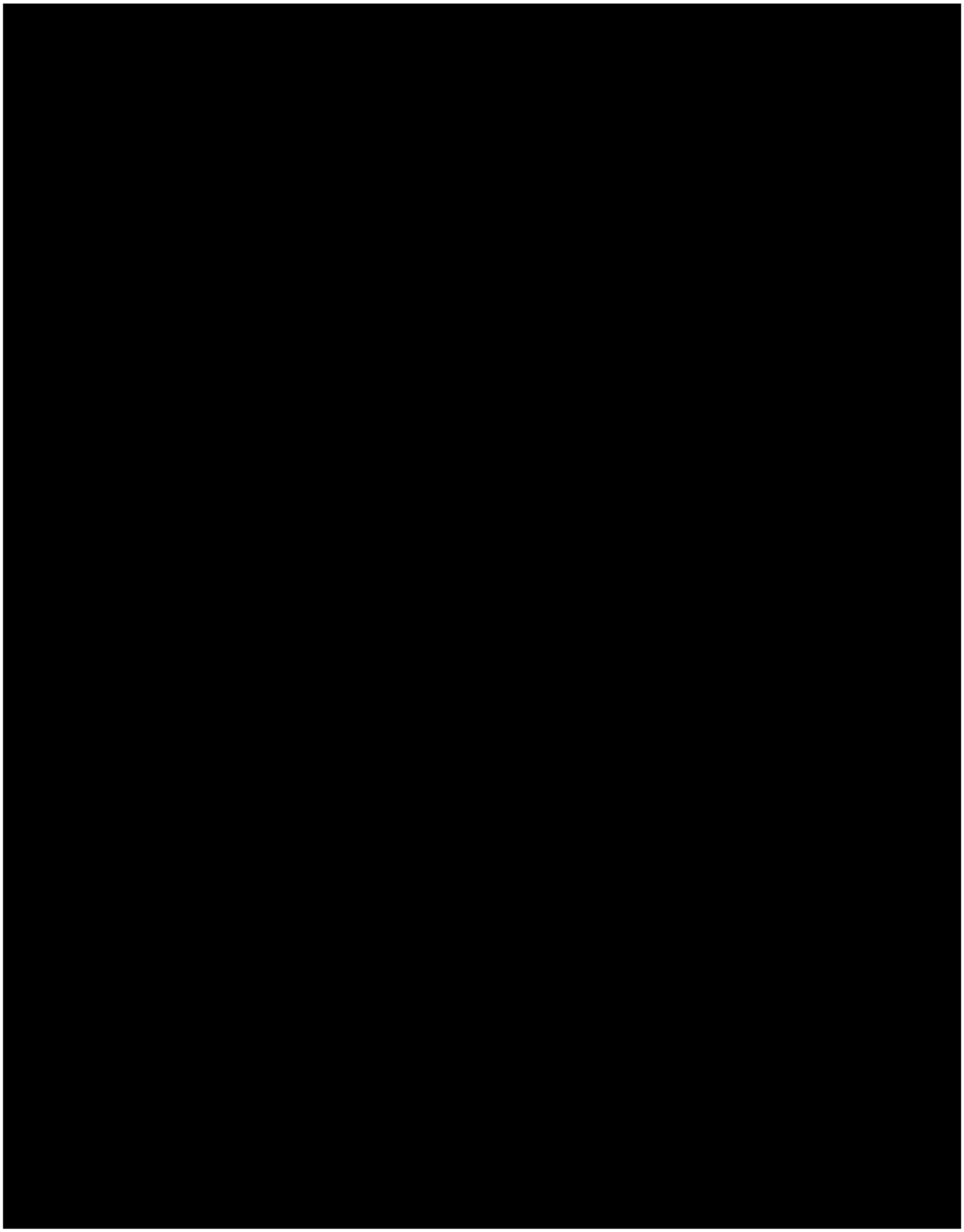
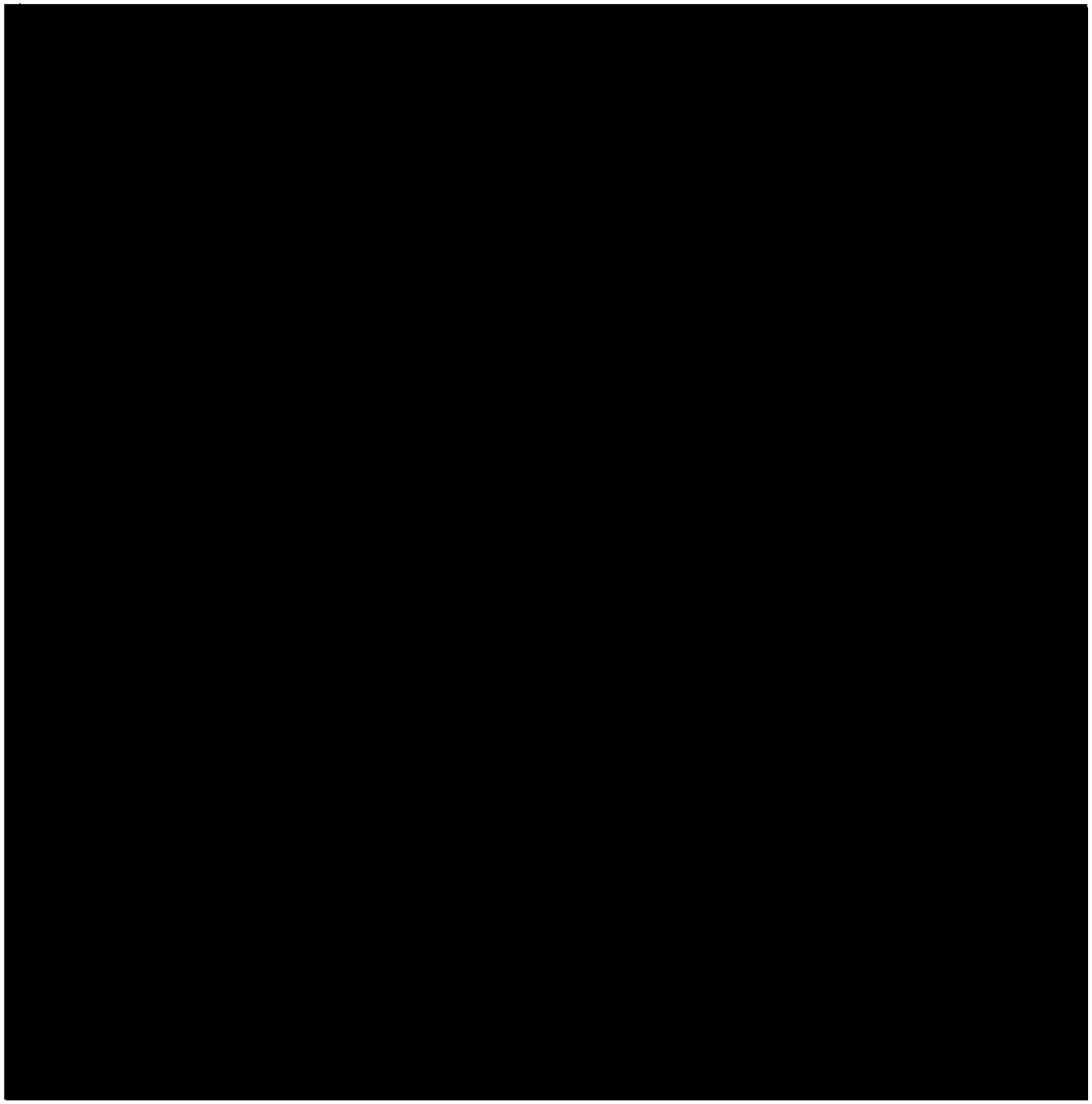
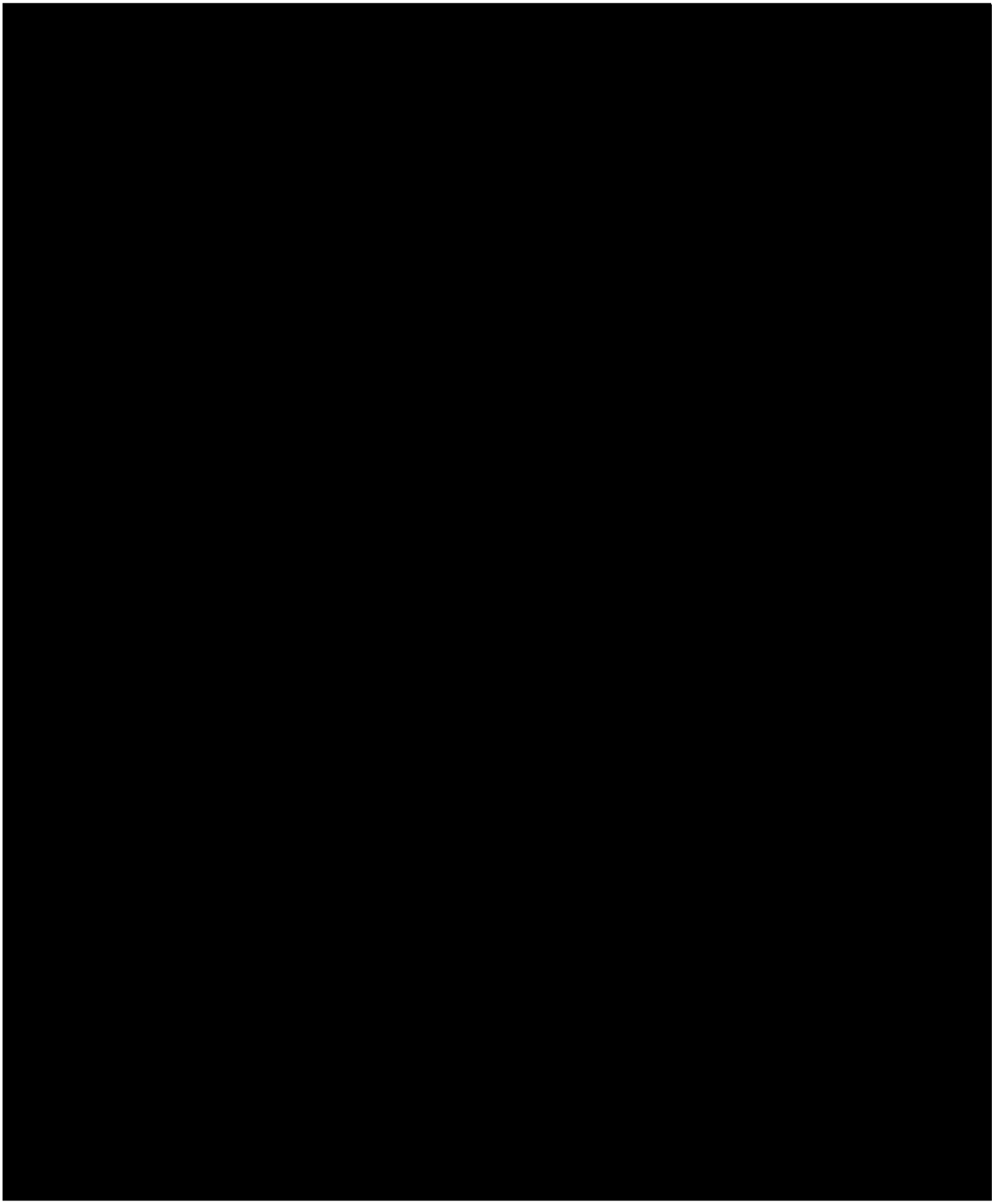
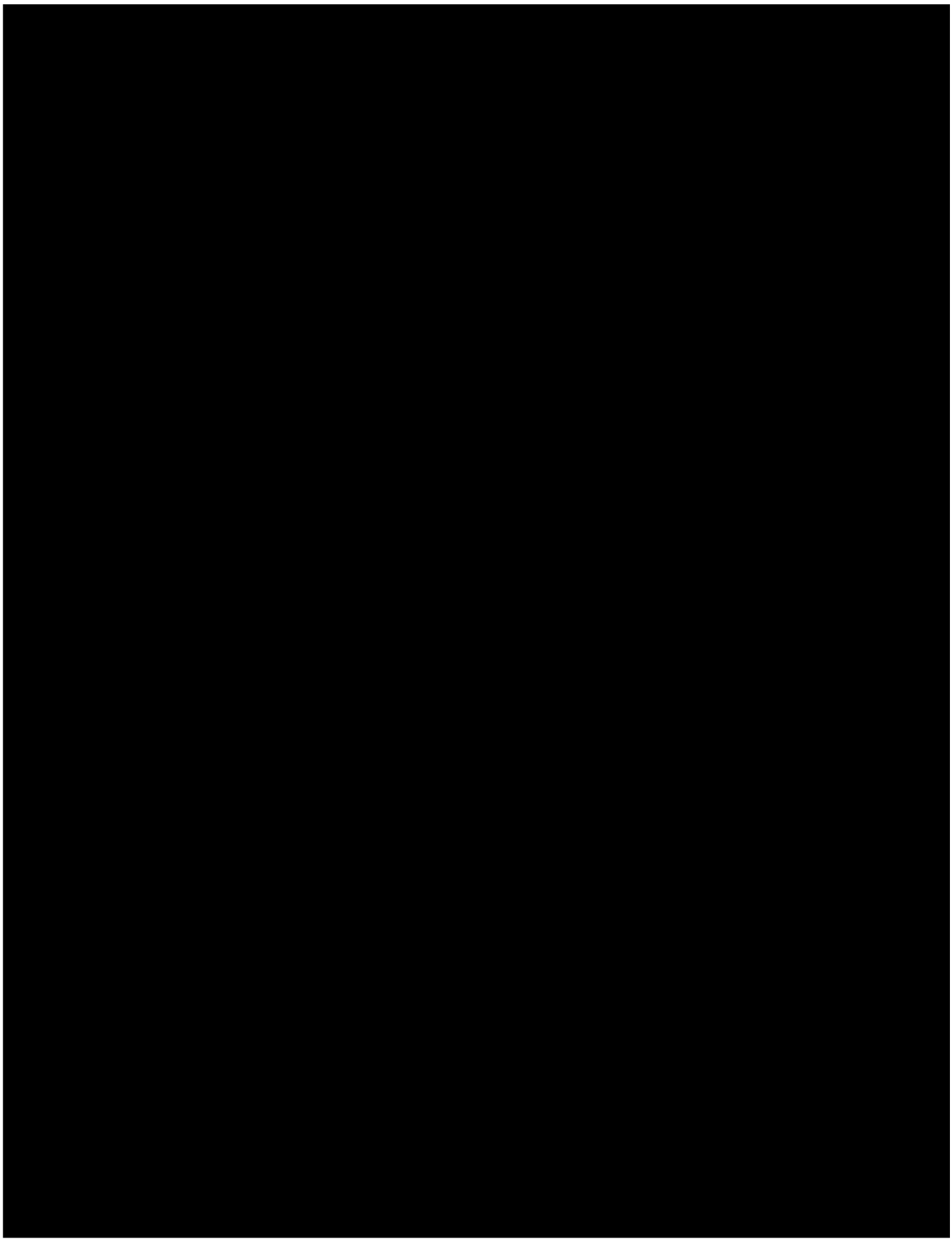
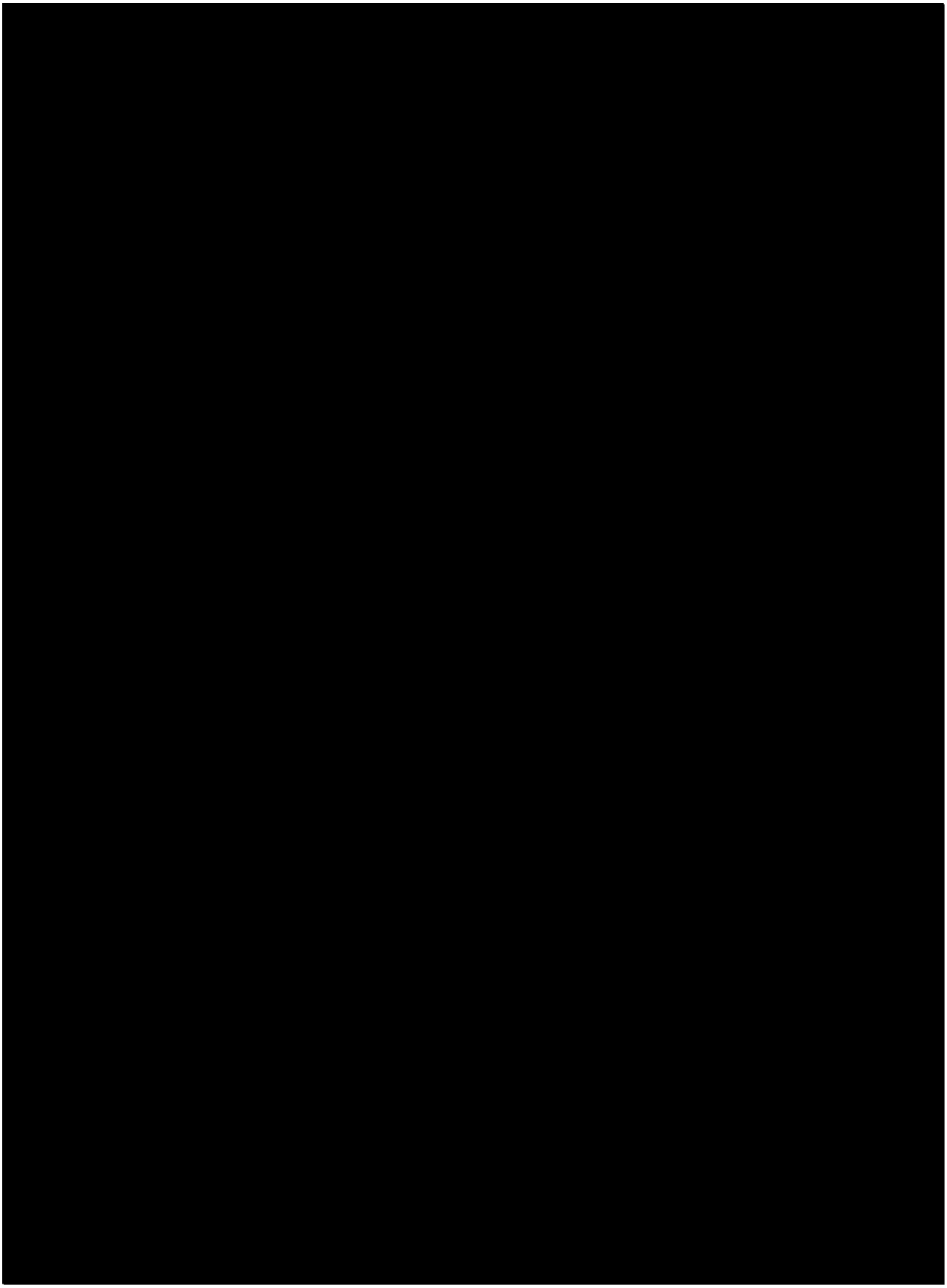










Montroy DeMarco LLP Project Team – Resumes attached.

1. Daniel Montroy, AIA – Principal, Architect of Record
   - 25 years of experience as a licensed Architect.
   - Dan will be the Managing Principal and Architect of Record for the World Trade Center Observation Deck.
   - Hours per week and future project participation TBD.

2. Richard J. DeMarco, AIA – Principal
   - Richard is a registered Architect with over 25 years of experience.
   - Hours per week and future project participation TBD.

3. Daniel Terebelo, AIA, LEED AP, BD+C – Project Manager, Project Architect
   - Daniel is a registered Architect with over 9 years of experience and will serve as Project Architect.
   - Hours per week and future project participation TBD.

4. Ajay Waghmare – Senior CAD Operator, Job Captain
   - 4 years with the firm
   - Hours per week and future project participation TBD.

5. Tanya Naumova – Senior Designer
   - 9 years with the firm
   - Hours per week and future project participation TBD.

6. Shauna Dack, LEED AP – Designer, LEED Designer
   - 4 years with the firm
   - Hours per week and future project participation TBD.

Montroy DeMarco, LLP Project Experience and References:

Project	Scope	Contact
Top of the Rock & 65th Floor at Rockefeller Center – New York City	Responsible for the planning and code compliance to operational and event design management. Including increasing the base egress capacity by over 75% through a phased egress plan. With all this, the real challenge of the project was the retrofit, upgrade and new installation of elevators in (2) banks to allow for higher capacity and roof top access.	Orrin Main Tishman Speyer Properties 212-902-8931 212-256-4656 Fax omain@tishmanspeyer.com
New York City Rock & Roll Hall of Fame Annex – Soho, New York City	Provided project management and architectural services for the 25,000-square-foot Rock & Roll Hall of Fame Annex in Soho's historic cast iron district.	Jim Arnemann – Director TSX Operating Company, LLC 646-619-8900 646-368-6750 Fax jimarnemann@tsxnyc.com
Discovery Times Square Exhibition at the Former New York Times Building – New York City	This 60,000-square-foot, multi-level space at the former New York Times Building contains two major exhibit halls, learning centers, a special event space, a retail shop and a café. The client's objective was to create an immersive and theatrical environment for presenting museum-quality content. We combined contemporary and industrial elements in the design to subtly incorporate some of the landmarked building's history and provide a link to the past in a modern, open and minimalist setting.	Jim Arnemann – Director TSX Operating Company, LLC 646-619-8900 646-368-6750 Fax jimarnemann@tsxnyc.com

DANIEL MONTROY, AIA - PRINCIPAL IN CHARGE

SUMMARY

Dan Montroy believes that service is the linchpin of his company's success. Serving as Principal Architect Dan will provide the hands on service that has built the firm's reputation for delivering a quality design while adhering to a schedule and budget. He brings the experience of working with public projects and hundreds of projects over his 25 years as a licensed architect. He has selected a team of professionals that are committed to client satisfaction.

EDUCATION

NY Institute of Technology
Bachelor of Architecture 1983

University of Rome, Rome Italy 1980

REGISTRATION

Licensed Architect: Connecticut, Florida, Georgia, Massachusetts, Washington D.C. and New York
NCARB certified

SELECTED EXPERIENCE

Rock & Roll Hall of Fame, New York, NY
25,000 SF state-of-the-art museum for the Rock & Roll Hall of Fame in SoHo.

Times Square Exhibit in the Former New York Times Building, New York, NY
60,000 SF space for Titanic Exhibit and currently showing King Tut; includes section which will host visiting exhibits.

160 Fifth Avenue, New York, NY
Complete gut renovation of 130,000 SF landmarks building in Ladies' Mile Historic District; 2 floors of retail space and 7 floors of commercial space.

655 Madison, New York, NY
Extensive modernization and market repositioning program for 193,000 SF 24-story office building in Plaza District.

Amalgamated Bank, New York, NY
As Principal-in-Charge of the bank's move from its historic Union Square location to six floors in a building on Seventh Avenue; he oversaw the entire team through design and construction which included the updating of an existing building's infrastructure to meet the bank's needs.

United Nations Development Programme (UNDP), New York, NY
Principal-in-Charge for new UNDP office and conference space. Fast-paced project of 45,000 s.f. was delivered early and under budget for UNDP. Responsible for project administration including preparation of budgets and schedules, as well as administration of construction process.

RICHARD J. DEMARCO, AIA - PRINCIPAL

SUMMARY

Richard DeMarco leads the firm's new buildings group. With over thirty years of experience spanning the entire design and construction process for new and altered building types. From community facilities to health care and educational facilities, he has successfully completed projects throughout New York City. He has provided architectural and design services to nursing homes, communication centers, laboratories and hospitals. Among educational and community centers his experience includes athletic centers, dormitories, natatoriums, theaters, administration offices and numerous public assemblies. Amongst his professional memberships, he is an AIA Member & US Green Building Council (USGBC) Member.

EDUCATION

HVCC-AAS
Civil Engineering 1979

Renssalier Polytechnic Institute

New York Institute of Technology
Bachelor of Architecture, 1983 (Magna cum Laude)

REGISTRATION

Registration Registered Architect, New York & New Jersey

Membership
- New York, New Jersey, AIA
- United States Green Building Council
- Real Estate Board on New York
- National Fire Protection Association

SELECTED EXPERIENCE

524 West 19th Street, New York, NY
Served as Principal-in-Charge and architect of record for this 11-story, high design residential building commissioned by HEEA Development LLC. Worked closely with design firm Shigeru Ban Architects and with Dean Maltz Architects on this 56,000 SF 8-unit project. Construction cost $20,000,000.

160 Fifth Avenue, New York, NY
Architect of Record for the complete gut renovation of 130,000 SF landmarks building in Ladies' Mile Historic District; 2 floors of retail space and 7 floors of commercial space with Landmarks Preservation Commission review and approval process.

The Dillon, New York, NY
Architect of Record for this seven-story, 205,000-square-foot building. Worked with top design firm Smith-Miller + Hawkinson Architects, Richard served as the executive architect on this AIA Design award winning project. The building's uneven façade is intended to broaden views down either side of the street. Construction cost $60,000,000.

371 Broadway a/k/a Five Franklin Place, New York, NY
Architect and Designer for Five Franklin Place, a condominium complex in Tribeca, As principal in charge Richard DeMarco worked closely with the owner and Marketing Group to enhance the deliver a product the meets the needs of the family Market while balancing the efficiency for the highest and best use for the development.

225 Rector Street, New York, NY
Conversion of 23-story, 240-unit rental building to luxury condominiums

DANIEL TEREBELO, AIA, NCARB - SENIOR PROJECT MANAGER

SUMMARY

Mr. Terebelo brings nine years of architectural experience to this project. He is nationally certified through National Council of Architectural Registration Boards (NCARB) and maintains licenses in NY and NJ. He understands the need for adherence to schedule and budget and has established a reputation for managing successful projects. He works closely with the client and consultant team to make certain the design intent becomes the final outcome.

EDUCATION

Roger Williams University
Bachelor of Architecture

SELECTED EXPERIENCE

United Nations Development Programme (UNDP), New York, NY
Project manager for new UNDP office and conference space. Fast-paced project of 45,000 s.f. was delivered early and under budget for UNDP. Responsible for day-to-day project administration including preparation of budgets and schedules, as well as administration of construction process.

United Nations Women, New York, NY
Project manager for new UNWomen office and conference space. Fast-paced, two-phased project of 80,000 s.f. Project manager and responsible for day-to-day project administration including preparation of budgets and schedules, as well as administration of construction process.

Innovation Interactive Network, New York, NY
Project Manager for 110,000 SF, two floor corporate office in landmarked building. The space features a large open gathering area including coffee bar, game room and employee lounge. The space features raised flooring, double glazed ionized glass, and an extensive A/V system.

MKP Capital Management, New York, NY
Project manager for the design and construction of a 30,000 SF financial services company. The project called for a reception area, trading floor, main conference room, several small breakout conference rooms, executive offices, kitchen and IT room.

Amalgamated Bank, New York, NY
Project Manager for the multi-phased relocation of a major financial institution. He oversaw the design team and the construction of six floors of new space for the bank. He was the day to day contact for all aspects of the project.

Givaudan Fragrance Corp, Parsippany, NJ
Project manager for the design and construction of a new 150,000 SF manufacturing, sales and office facility for an international fragrance company. Project required many aspects of technical competencies as well as faithful adherence to project design aesthetic criteria.

AJAY WAGHMARE, LEED AP - JOB CAPTAIN

SUMMARY

Mr. Waghmare has five years of architectural experience in building design, planning and construction. He has a history of working on commercial interiors project for financial institutions.

EDUCATION

Pratt Institute, New York
M.S. Facilities Management, 2005

University of Mumbai, K.R.V.I School of Architecture, Bombay
Bachelor of Architecture, 1999

SELECTED EXPERIENCE

Innovation Interactive Network, New York, NY
Responsible for preparation of construction documents for 100,000 SF, two floor corporate office in landmarked building. Provided on-site coordination, submittals and shop drawing reviews.

RR Donnelly, New York, NY
Project Architect for a 20,000 SF commercial office renovation project. The project is being constructed while occupied.

Frenkel, New York, NY
Member of the team for a 10,000 SF relocation project for a returning client.

Givaudan Fragrance Corp, Parsippany, NJ
Responsible for preparation construction documents for a new 150,000 SF manufacturing, sales and office facility for an international fragrance company.

Discovery Times Square Exposition, New York, NY
Renovation of lower levels at old New York Times Building for installation of new exhibition/gallery spaces. Provided architectural design services for this 60,000 SF, multi-level space.

Bill's Bar and Burger, New York, NY
Architects of Record for this 10,000 square-foot flagship restaurant and bar located in the heart of Midtown in Rockefeller Center. The new eatery, previously occupied by Tuscan Square, holds up to 475 guests. Innovation Interactive Network, New York, NY included an open pantry and recreation area.

Tanya Naumova - Senior Designer

SUMMARY

Summary Ms. Naumova brings more that 15-years of design experience to the Montroy DeMarco team. Since joining the firm she has designed projects for a diverse client group with spaces ranging from small interior renovations to entire ground-up developments. She is an active participant in the programming process to guide her design to meet the client's vision and expectations.

EDUCATION

Education Moscow University
Masters in Architecture, 1988

SELECTED EXPERIENCE

Discovery TSX, New York, NY
Discovery Times Square Exposition (TSX), New York's first large-scale exhibition center, opened in the former home of the New York Times' printing presses. The 60,000-squarefoot, multi-level space contains two major exhibit halls, learning centers, a special event space, a retail shop and a café. Created an immersive and theatrical environment for presenting museum-quality content. Combined contemporary and industrial elements in the design to subtly incorporate some of the landmarked building's history and provide a link to the past in a modern, open and minimalist setting.

Innovation Interactive Network, New York, NY
Design of 100,000 SF, two floor corporate office in landmarked building. The space features a large open gathering area including coffee bar, game room and employee lounge. The space features raised flooring, double glazed ionized glass, an extensive A/V system and data center.

Givaudan Fragrance Corp., New York, NY
Design of the 75,000 sf of space including new corporate and sales offices, conference and lounge areas, and perfume and testing laboratories. Features include hardwood veneers, hammered Jerusalem stone and stainless steel.

Givaudan Fragrances, Corp., New Jersey
Design of a 150,000 sf new building and corporate campus; containing perfume laboratories, sales offices, corporate offices, reception areas and storage and telecommunication areas.

US Power, New York, NY
Design of 11,000 SF of new open space layout; perimeter offices with connecting walls that open and close, conference rooms, trading area, lounge space, kitchen space and IT room, dramatic views from all floor plate sides through floor to ceiling windows We used floor-to-ceiling steel wall that was sculpted into curved forms projecting strength and fluidity. The steel also serves as a wall between the public reception area and private offices.

International Creative Management, New York, NY
Design of 50,000 sf of creative office space. The two floors containing reception areas, corporate offices, lounge space and open stair between floors. Conference and presentation rooms with telecommunications space were designed to meet the needs the client.

SHAUNA DACK, LEED AP - DESIGNER

SUMMARY

Ms. Dack joined the firm in August of 2007, becoming an active participant in the design process – from conception and planning to execution and finished product. A LEED AP and candidate for the NCIDQ, Shauna brings to the table both a working knowledge of the design profession as well as the sustainable movement therein.

EDUCATION

Cazenovia College
B.F.A. Interior Design 2007, magna cum laude

SELECTED EXPERIENCE

UNDP, 220 East 42nd Street, New York, NY
Responsible for space planning, sustainable finish selection, furniture relocation/new furniture selection, and construction documentation for the new UNDP office and conference space in Manhattan. The 45,000 s.f. project was delivered early and under budget for UNDP.

United Nations Women, 220 East 42nd Street, New York, NY
Provided furniture relocation and new furniture selection as well as construction documentation for the new UNWomen office and conference space. A two-phased project consisting of 80,000 s.f. spread over three floors.

PF Properties, New York, N.Y.
Numerous pre-built office spaces as well as tenant specific spaces
(space planning/ marketing plans, finish and lighting selection, construction documentation, assist in construction management and completion)

Cooper Square, New York, N.Y.
Penthouse, 27 E 62nd St
(assist with design/landmarks presentation, assist with construction documentation)
Office Space, 622 3rd Avenue
(assist with design presentation, assist with furniture selection, construction documentation)

TSX Exhibit Space, New York, N.Y.
Assisted with construction documentation for Discovery Times Square Exposition (TSX), New York's first large-scale exhibition center, opened in the former home of the New York Times' printing presses. The 60,000-square-foot, multi-level space at 226 West 44th Street contains two major exhibit halls, learning centers, a special event space, a retail shop and a café. Combined contemporary and industrial elements in the design to subtly incorporate some of the landmarked building's history and provide a link to the past in a modern, open and minimalist setting.

Bill's Bar & Burger, New York, N.Y.
Assisted with construction documentation for this 10,000 square-foot flagship restaurant and bar located in the heart of Midtown in Rockefeller Center. The new eatery, previously occupied by Tuscan Square, holds up to 475 guests. Worked closely with Tishman Speyer Properties, B.R. Guest Restaurants and SLD Designs.

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):

   MONTROY DEMARCO, LLP

2. Business Address (to receive mail for this RFP):

   99 MADISON AVENUE, 14TH Floor

   NEW YORK, NY 10016

3. Business Telephone Number:

   212. 481-5900

4. Business Fax Number:

   212. 481. 7481

5. Firm website:

   WWW. MADGI. COM

6. Federal Employer Identification Number (EIN):

   [redacted]

7. Date (MM/DD/YYYY) Firm was Established: 06 / ____ / 2007

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

   MONTROY ANDERSEN DEMARCO

   99 MADISON AVENUE, NEW YORK, NY 10016

9. Officer or Principal of Firm and Title:

DANIEL MONTROY - PRINCIPAL

10. Name, telephone number, and email address of contact for questions:

DANIEL MONTROY - dmontroy@madgi.com

212. 481-5900

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

Attachment D - Company Profile

JRM Construction Management, LLC

JRM CONSTRUCTION MANAGEMENT, LLC

242 West 36th Street, 9th Floor | New York, NY 10018 | tel: 212.545.0500 | fax: 212.545.0504 | web: jrmcm.com

April 23, 2012

Dave Kerschner
Legends Hospitality LLC
200 Park Avenue, 16th Floor
New York, NY 10116

Dear Dave,

On behalf of JRM Construction Management, we thank you very much for the opportunity to be included as a key team member on the Legends Team. We look forward to providing our Construction Management/General Contracting Services as well as being the constructor for the World Trade Center Observatory. We look forward to bringing the Design Team's and Legend's (The Hettema Group and Montroy Andersen Design Group) "vision to life". We're extremely proud to be a part of the team of professionals that have been working together on the submission for Legends.

JRM Construction Management has a broad range of experience in planning (budgeting, Bidding & value engineering) and implementing (constructing) unique and compelling attractions. We recognize the iconic importance of the World Trade Center Tower One Observatory, and your goals to create a world class visitor experience. In our role as Construction Manager/Constructor we look forward to working with you and the Legends team to achieve and/or exceed all of your goals and objectives for this assignment.

If we can be of assistance to you or the Port Authority in clarifying or providing more detail on our qualification materials, we would be pleased to do so.

Sincerely,

JRM Construction Management, LLC

David G. McWilliams
Managing Principal

Dgm:clg

Attachment D – Company Profile

The following information should be provided for each member of the Proposer's team:

1. Full Legal Name

   JRM Construction Management, LLC

2. Number of Years in Business

   Five (5) Years

3. If a partnership, list names and address of partners, if a corporation, list names of officers and directors and State of Incorporation, if a joint venture , list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for ach such corporation, partnership and joint venture.

   JRM Construction Management is a limited liability corporation.

Managing Principal / Owner	**David G. McWilliams – 51% Ownership**
Managing Principal / Owner	**Joseph P. Romano – 49% Ownership**

4. Primary Contractual Contact:

   David G. McWilliams
   Managing Principal
   JRM Construction Management, LLC
   242 West 36th Street, 9th Floor
   New York, NY 10018
   Telephone: 212-545-0500
   Email: Dgmcwilliams@jrmcm.com

5. Web Page Address:

   www.jrmcm.com

6. Financial Statements for three (3) previous years and interim year to date. *The financial information submitted shall remain confidential.*

   a. **JRM does not have multiple offices – We are providing information for our main headquarters offices at 242 West 36th Street, 9th Floor, New York, NY 10018**

b. Fed Id@ [redacted]

c. Bank Reference
Capital One Bank
1001 Avenue of the Americas, 2nd Floor
New York, NY 10018
Contact: Mr. Matthew Gallo
Vice President
Telephone: 212-938-2223

d. Balance Sheet – Please refer to attached financials for further details

7. Project Team

Principal in Charge	**David G. McWilliams**
General Superintendent	**Jim Connolly**
Director of Estim/Purchasing	**Marc Reissman**
Project Estimator	**Ramesh Patel**
Senior Project Manager	**Dan Robertson**
Superintendent	**Tommy Miriello**
DOB Coordinator	**Mary Ragazzo**

8. Refer to Section (at the end of this document) for team member resumes which will provide all details (e, f, g & h) to questions posed.

Anticipated Workload & Commitment of Project Team Members

Due to the importance of WTC – Observation Deck Project, we are prepared and anticipate that all JRM personnel assigned to this project must and will be available as required to successfully complete the project at hand within the required timeframe. That is our commitment.

		Pre/Construction Mobilization	Construction
Principal	David G. McWilliams	As Required	As Required
Director of Est./Purchasing	Marc Reissman	As Required	As Required
Project Estimator	Ramesh Patel	100%	As Required
Sr. Project Manager	Dan Robertson	As Required	100%
Superintendent	Tommy Miriello	As Required	100%
Gen Superintendent	Jim Connolly	As Required	As Required
DOB Specialist	Mary Ragazzo	As Required	As Required

Workload/Dedication of Project Team

The workloads of our proposed project team members – currently through December 2014 (as required) are such that the required time will be committed to this installation.

9. All relevant/requested information in this question is presented within this document for JRM Construction Management a team member of Legends (Proposed Operator – submitting a "Team" proposal.

10/11 Project Experience and References

Project	Scope	Contact
Running Subway – Discovery Communications Exhibition Center 229 West 43rd Street New York, NY	80,000 SF Interior Fit Out – Exhibition Space inclusive of the installation of a Grand Staircase (and 3 additional interconnecting stairways) , Box Office Selling Areas, new elevator and 2 new escalators as well as new infrastructure.	Mr. David Kerschner Executive Director / Legends Telephone: 212-490-1414 Email: Dkerschner@lgendshm.com
National Dance Institute Center for Learning & The Arts 217 West 147th Street New York, NY	Construction of a new facility for National Dance Institute consisting of offices, dance studios/performance space along with ancillary spaces located in the ground floor and cellar of the PS-90 condominium building.	Ms. Kathy Landau Executive Director NDI Telephone: 212-226-0083 Email: Klandau@nationaldance.org.
TopShop TopMan Flagship Store 830 N. Michigan Avenue Chicago, IL	Interior Fit Out of Flagship Store (UK Retailer) – 3 selling floors totaling 48,000 SF – Installation of 3-story Storefront Glass 45' in height. High End Finishes, extensive structural steel to accommodate moving 3 escalators 20' to allow more selling area. Feature elements included a floating ceiling along. The lighting design was cutting edge / streamline with the use of LED's throughout.	Mr. Paul Taylor Executive Director, UK Email: Paul.taylor@arcadiagroup.co.uk Mr. Stephen Wood Director Gardiner & Theobald, Inc. Telephone: 212-661-6624 Email: S.wood@gardinerusa.com
Nokia Theater (BEST BUY Theater) 1511 Broadway New York, NY	Interior Fit out of 50,000 SF 2,100 Seat Theater - Auditorium with state-of-the-art lighting and sound systems the installation of all new MEPS, two VIP Mezzanines with lounge seating and VIP Lounges	Mr. Blake Henry General Manager Telephone: 212-930-1950 Email: B.henry@aeg-ny.com

DAVID G. McWILLIAMS
PRINCIPAL

ROLE: EXECUTIVE VICE PRESIDENT – CONSTRUCTION & BUSINESS DEVELOPMENT

As EVP of Construction and Business Development for JRM Construction Management, Mr. McWilliams is responsible for the successful execution and completion of all construction assignments as well as the development of new business. Mr. McWilliams ensures that JRM Construction Management is providing Construction Management/General Contracting Services that meet and/or exceed all of our client's expectations in all phases of the work. Mr. McWilliams is responsible for taking projects from sales to pre-construction to construction. Mr. McWilliams also prides himself with the growth and training of the next generation of builders and construction professionals at JRM Construction Management.

PROFESSIONAL PROFILE:

With more than 25 years of construction experience, Mr. McWilliams has earned a reputation as a pragmatic and knowledgeable construction expert. He has extensive experience in the Tri-State market specifically with Commercial, Residential, and High End Retail stores. Mr. McWilliams has developed an expertise in providing advanced project planning, pre-construction and construction services. Mr. McWilliams began his career in the industry as a carpenter before taking his first significant position as the Director of Field Operations with a well-recognized national construction corporation, overseeing their steady revenue growth. Prior to JRM, he spent ten years as the Director of Construction for a multi-national construction firm where he single-handedly established a Special Services division, composed of mechanical, electrical and structural engineering professionals who assisted clients and the overall project team with invaluable planning and guidance services, providing millions of dollars of savings for clients. During Mr. McWilliams career a noteworthy projects include (but not limited to):

Running Subway – Exhibition Space –
229 West 43rd Street
Interior Fit Out 80-90,000 SF – Exhibition Space – Multi Levels - Ceiling Heights ranging from 12'-37'. Scope of work included interior features such as the installation of two new escalators, new freight and passenger elevator, a handicap lift, an elaborate grand staircase with glass rail (as well as 4 additional staircases throughout the exhibit area, sophisticated stage lighting, moveable partitions (30'Height). Furnish and install all new MEP

National Dance Institute
217 West 147th Street
Construction of a new facility for National Dance Institute consisting of offices, dance studios/performance space along with ancillary spaces located in the ground floor and cellar of the PS-90 condominium building

Nokia Theatre, New York, NY
A 50,000 SF, multi-use theater with seating for 2,100. Two VIP mezzanines with lounge seating, state-of-the-art lighting and sound system, luxury dressing room suites with full bathrooms and VIP lounge

Gucci Flagship Store
725 Fifth Avenue
Single largest retail store in Manhattan – 46,000 SF – 4 floors. The store featured a multitude of imported finishes imported from as far away as Africa and a grand staircase featuring suspended stairs, glass and high polished brass.

Orrick Herrington & Sutcliffe
51 West 52nd Street – 9- Floor Build-out
Floors 11-16 and 21-23
LEED Silver Certification for Corporate Interiors
Approximate SF 213,200 RSF
The scope of work included the complete demolition and fit out of 9 floors as well as the installation of interconnecting staircases. The build out included (5) typical practice floors, Administrative, Mail & Support Floors, Records, Library and Sublease Floor. Café and practice floor, conference floor with multipurpose room, technology rooms and technology closets (IDF's), typical pantries and typical attorney support spaces, as well as ornamental stairs connecting conference center floor and café floor.

JAMES CONNOLLY
GENERAL SUPERINTENDENT

ROLE: GENERAL SUPERINTENDENT
In his role as General Superintendents, Mr. Connolly oversees operations and related personnel for all projects, translating plans into action. His responsibilities include schedule execution, technical support and labor scheduling. In addition, he oversees site safety and quality control. Mr. Connolly is heavily involved in pre-construction planning and logistics. He addresses feasibility, scheduling, and cost efficiency issues. He is responsible for scheduling of the project during the design-development phase. His other responsibilities include site accessibility, delivery logistics, aiding the design team with the scheduling of complex phasing and/or occupancy issues, and analyzing and resolving issues regarding physical site conditions and weighing if these conditions could potentially impact the schedule during the pre-construction phase.

PROFESSIONAL PROFILE
Jim Connolly has over 25 years of exceptional construction experience in the "hands-on" management of major projects throughout the Tri-State Area. He has amassed an impressive portfolio of successfully completed projects. His attention to detail and proven ability to train and motivate staff make him an invaluable member of the JRM Construction Management Team. Mr. Connolly has managed projects from "out of the ground" construction to interior renovations totally up to 1 million SF. Noteworthy projects include (but not limited to:)

Orrick Herrington & Sutcliffe
51 West 52nd Street 9- Floor Build-out
Floors 11-16 and 21-23 - LEED Silver Certification for Corporate Interiors
Approximate SF 213,200 RSF
The scope of work included the complete demolition and fit out of 9 floors as well as the installation of interconnecting staircases. The build out included (5) typical practice floors, Administrative, Mail & Support Floors, Records, Library and Sublease Floor, Café and practice floor, conference floor with multipurpose room, technology rooms and technology closets (IDF's), typical pantries and typical attorney support spaces, as well as ornamental stairs connecting conference center floor and café floor.

TopShop-TopMan
Flagship Store – Michigan Avenue, Chicago IL
Interior fit out of 3 Selling Floors (approx. 45,000 RSF) UK Retailer Opened Chicago Flagship Store – Scope of Work included the interior fit out of 3 selling floors – high end finishes throughout. Extensive structural work to accommodate the moving of 3 escalators 20' feet to the perimeter to allow more selling space; 3-story full glass height storefront. Feature elements of the space included a "floating" ceiling with a "Union Jack" flag highlighted with mirrored laminate as well as the lighting design was extremely streamline with the use of LED's.

Running Subway – Discovery Communications - Exhibition Space
229 West 43rd Street
Interior Fit Out 80-90,000 SF – Exhibition Space – Multi Levels Ceiling Heights ranging from 12'-37'. Scope of work included interior features such as the installation of two new escalators, new freight and passenger elevator, a handicap lift, an elaborate grand staircase with glass rail (as well as 4 additional staircases throughout the exhibit area, sophisticated stage lighting, moveable partitions (30'Height). Furnish and install all new MEPS Systems.

Nokia Theatre, New York, NY
A 50,000 SF, multi-use theater with seating for 2,100. Twn VIP mezzanines with lounge seating, state-of-the-art lighting and sound system, luxury dressing room suites with full bathrooms and VIP lounge

National Dance Institute
217 West 147th Street
Construction of a new facility for National Dance Institute consisting of offices, dance studios/performance space along with ancillary spaces located in the ground floor and cellar of the PS-90 condominium building

MARC REISSMAN
DIRECTOR ESTIMATING/PURCHASING

Marc's experience in the construction industry has enabled him to handle a wide variety of projects. His ability to set realistic goals and follow through with them in a timely manner creates a controlled atmosphere in his Estimating/Purchasing Dept. In this role, Marc will have hands-on responsibility for organizing, tracking and reporting his specific areas of the project. He will work with all concerned parties in assembling the RFP's for sub-contractor bidding and in the review and award recommendation process. He will respond to the requests for estimates from the JRM Principal-in-Charge, and maintain the competitive bid atmosphere with the sub-contractors. Along with the rest of the JRM team, he will translate the estimate parameters developed by the project team to the sub-contractor level, and will work to develop pricing strategies and clearly define itemized scopes of work. Additionally, Marc will maintain an estimate log and generate all reports, change orders and budgets, which, in turn, will be reviewed with the Principal-in-Charge for validity, accuracy and comprehensiveness prior to issue.

The following is a partial list of key projects completed under Marc's guidance:

Orrick Herrington & Sutcliffe
51 West 52nd Street 9- Floor Build-out
Floors 11-16 and 21-23
LEED Silver Certification for Corporate Interiors
Approximate SF 213,200 RSF
The scope of work included the complete demolition and fit out of 9 floors as well as the installation of interconnecting staircases. The build out included (5) typical practice floors, Administrative, Mail & Support Floors, Records, Library and Sublease Floor, Café and practice floor, conference floor with multipurpose room, technology rooms and technology closets (IDF's), typical pantries and typical attorney support spaces, as well as ornamental stairs connecting conference center floor and café floor.

Bank of America – Retail Branches – Renovations w/ADA Requirements
107-26 Continental Avenue, Forest Hills, NY
7011 Myrtle Avenue, Glendale, NY
6901-6903 Fifth Avenue, Bayridge, Brooklyn
792 Atlantic Avenue, Baldwin Harbor, NY
20 Jerusalem Avenue, Hicksville, NY
521 Stewart Avenue, Bethpage, NY
3161 Hempstead Turnpike, Levittown, NY
2851 Horse Block Road, Medford, NY
4420 Veterans highway, Holbrook, NY

Running Subway – Exhibition Space
229 West 43rd Street
New York, NY
Interior Fit Out 80-90,000 SF – Exhibition Space – Multi Levels – Ceiling Heights ranging from 12'-37'. Scope of work included interior features such as the installation of two new escalators, new freight and passenger elevator, a handicap lift, an elaborate grand staircase with glass rail (as well as 4 additional staircases throughout the exhibit area, sophisticated stage lighting, moveable partitions (30'Height). Furnish and install all new MEPS Systems.

Gucci Flagship Store
725 Fifth Avenue
Single largest retail store in Manhattan 46,000 SF 4 floors. The store featured a multitude of imported finishes imported from as far away as Africa and a grand staircase featuring suspended stairs, glass and high polished brass.

DAN ROBERTSON
SR. PROJECT MANAGER

PROFESSIONAL PROFILE:

Dan Robertson is an excellent leader with a proven track record, possessing the drive to take extra steps to assure the highest quality to clients. Proficient at defining objectives and providing direction and support to achieve al the goals of the client as set forth. Prior to Dan joining JRM he began his career (approx. 30 years ago) as an electrical designer with Segner & Dalton P.C. Consulting Engineers for a number of years moving on to his employment with Columbia Presbyterian Medical Center as an Electrical Engineer within their Department and Design and Construction. Dan throughout his career has specialized in the electrical design of various projects inclusive of the design of power distribution and branch circuiting for critical and life safety systems, UPS and Emergency Generator Design. Dan was also a critical member of numerous large Construction Management / General Contracting Firms of which he was the Vice President – Director of Technical Services where he was responsible for the entire Engineering Department (24 in house engineers). His role included overseeing all work in the department frum Pre-Construction through completed Construction inclusive of the review and/or generation of conceptual and progressive budgets, Value Engineering, the Pre-Purchase of major equipment, Bid Packages as well as assisting the operations department with the coordination process and equipment commissioning.

A few of Dan's notable corporate fit outs include:

Media Vest – 1675 Broadway – 85,000 SF

3-Floor fit out Scope of work included the build out of perimeter offices/conference rooms w/ interior cubicles: built out floors 9 & 11 simultaneously with the 10th floor in progress. Existing infrastructure was in place for this build. Pre-purchase of light fixtures and supplemental A/C units were a key to the Phase I schedule. The project included State-of-the-Art A/V in all conference rooms as well as the reception area.

Dickstein Shapiro

1633 Broadway

Interior Renovation to Level C2 and Floors 31 & 31: scope of work includes cosmetic upgrades throughout offices, reception area and partner offices. F& I new supplemental A/C and MEP Upgrades.

Morgan Stanley

1585 Broadway – 11th Floor Incorporating Updated Design Standards

Furnish & install new trading desks on both the east and west side of the floor , approximately 10 glass front support offices built nn the south side of the floor with modular workwall furniture. Amenities and support spaces include video conference rooms, team rooms, opening meeting area (HUB) a trader grab-n-go pantry and numerous copier/printer locations. Updated core included new elevator lobby, and ADA restroom and modifications to existing restrooms. New power and data distribution below the raised floor and new HVAC, electric and light distribution above the ceiling line. Technology and security systems to enhance and support the work in place and finally the build out of the new ER/TER Room.

Wachtell Lipton Rosen & Katz

51 West 52nd Street, 34th Floor conference ruom reconfiguration

MTV Networks – 400,000 SF**

345 Hudson Street

Mixed use office, data center infrastructure and studio space.

Jones Day Reavis & Pogue – 13- Floor Restack**

222 East 41st Street

13-Floor Restack – Partners Offices. Conference Centers, MEPS Upgrades

EDUCATION:

Westchester CC A.A.S Engineering Science

State University of York – Cortland - / Bridgeport Engineering Institute University of Bridgeport, CT

**Completed prior to joining JRM

"Building on Experience, Building with Integity"

TOMMY MIRIELLO
PROJECT SUPERINTENDENT

Tommy's experience in the construction industry (15+ years) has led him to become one of the most competent project superintendents in the industry. As a result of his problem solving capabilities, overall knowledge and realistic approach to directing and coordinating trade activity, he creates a controlled atmosphere on his job sites.

NATURE OF SUPERINTENDENT ROLE:

In his role as superintendent, Tommy will accomplish the following (but not limited to):

- Establish proper site office on site (copy machine, computers/laptups, fax machine, etc.)
- Seamlessly collaborate with all project team members (Client Reps, Architects, Engineers)
- Establishment and maintenance of all construction schedules
- Set Up and Attend weekly client and subcontractor meetings (Relative to the progress of the project as well as Site Safety)
- Represent the company at job meetings with owners, architects, subcontractors and inspectors
- Maintain safety and quality control
- Schedule all trades and deliveries; coordination of all on-site activities. Maintain productivity, harmony
- Work with all trades relative to field layout, daily field reports, extra work orders/back charges, field labor timekeeping/management, quality surveys , cost report reviews
- Review and enforce Rules & Regulations of Building Management with on-site personnel and all subcontractors

Some of Tommy's noteworthy projects include (but not limited to:)

The Newbury
250 East 87th Street
New York, NY
Scope of Work:
Relocate existing building services feeding 32-story Coop building (included 2 new boiler rooms, new gas service, new sewer & storm services, new vacuum pump system, etc.). Provided temp boiler on street to provide hot water & heating throughout construction for entire building. Removal of 30,000 gallon #6 oil tanks for switch over to gas boilers, Erected 3- story concrete foundation walls from Sub cellar thru cellar & first floor to create permanent Easement for MTA 2nd Ave subway work. Also included whitebox build out , storefront, & infrastructure for 6000sqft retail space on ground level.

The Chapin School*
100 East End Avenue
A multi-phased project. The project consisted of four main components: (1) a building addition (atop existing school) consisting of core & shell and interior construction for new science labs, classrooms and administrative offices; (2) a restack of existing classrooms including phased renovations to enable the building extension above; (3) installation of one new elevator and shaft plus the extension and relocation of an existing elevator and rotation of car to meet the new design; and (4) mechanical and electrical infrastructure work required to achieve the overall design of the new school

The Beacon Theatre*
2124 Broadway
Restoration and revitalization of the Beacon Theater ($16 M) – Complex historic phased refurbishment included cosmetic upgrades, new flooring, new sound systems, new auditorium seating, new food venues/bars to restore the traditional look and feel of the theater.

EMI Recorded Music North America
150 Fifth Avenue
Headquarters build-out on nine floors (150,000 SF) at 150 Fifth Avenue including open space work stations, private offices, a boardroom, audio listening rooms and the installation of a rooftop cooling tower.

*Projects completed prior to joining JRM

"Building on Experience,
Building with Integity"

MARY RAGAZZO
DOB COORDINATOR

In Mary's role as the DOB Coordinator (formally an Account Executive at Milrose Consultants), she supports all Project Managers and Field Superintendents with the Pre-filing, filing, research, permits, approvals and variance processes for all projects.

Mary works hand-in-hand with the Client's /Architect's /Ten Rep's, Property Manager's and Permit Expeditors to ensure that all information is filtered through and communicated properly to all project team members. In her role, Mary is able to track, through the DOB Website, information such as permit status, permits issued, sign off status, building violations and variances. Mary also works with all subcontractors to ensure that all required paperwork has been filed with the DOB to ensure timely signs offs.

A few of Mary's noteworthy projects include (but not limited to:)

Running Subway/Discovery Communications
229 West 43rd Street, 60,000 SF
- Change of Use, 3 Place of Assembly Space, New Escalator & Elevator
- Coordinated all required Department of Building sign off's and inspections and obtained TCO and 3 Place of Assembly Permits in 15 weeks
- Coordinated after hour variances

Orrick Herrington
51 West 52nd Street
9 Floors – 215,000 RSF
- Change of Use Filing and Place of Assembly Department of Building Filings
- Coordinated all required Department of Building sign off's and inspections and obtained TCO and Place of Assembly Permit in 15 weeks
- Coordinated after hour variances

National Dance Institute
217 West 147th Street
- Change of Use Filing and Place of Assembly Department of Building Filings
- Coordinated all required Department of Building sign off's and inspections and obtained TCO and Place of Assembly Permit in 15 weeks
- Coordinated after hour variances

League Treatment Center
470 Vanderbilt Avenue 65,000 SF
- Change of Use
- Coordinated all required Department of Building sign off's and obtained TCO in 15 weeks
- Coordinated after hour variances

Beechers Handmade Cheese
900 Broadway
- Change of Use Filing and Place of Assembly Department of Building Filings
- Coordinated all required Department of Building sign off's and inspections and obtained TCO and Place of Assembly Permit in 15 weeks
- Coordinated after hour variances

12. Safety Record

Health & Site Safety Manual – JRM has established a Hazard Assessment and Safety Program in order to provide a means of eliminating and/or controlling hazards and risks associated with the construction industry. The primary objective of our safety program is the protection of JRM Personnel, our clients and others from personal injury. Important secondary objectives are 1) protection of property from damage, 2) maintenance of conditions, which assure the smooth, and uninterrupted operation of the project, and 3) complete, accurate and prompt report of accidents (if required).

One of JRM's main focal points is to insure that all construction work on the project job site be performed in a safe manner and in conformity with all applicable safety and health regulations and standards.

JRM's EMR is .93

13. Experience in using large volume ticketing systems (including we based, kiosks, etc). This question does not pertain to the "constructor".

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NY

1. Company Name:

JRM Construction Management, LLC

2. Business Address (to receive mail for this RFP):

242 West 36th Street, 9th Floor
New York, NY 10018

3. Business Telephone Number:

212-545-0500

4. Business Fax Number:

212-545-0505

5. Firm Website:

www//:jrmcm.com

6. Federal Employer Identification Number (EIN):

[redacted]

7. Date (MM/DD/YYYY) Firm was Established: 04/03/2007

8. Name, Address and EIN of Affiliates or Subsidiaries:

Not Applicable/None

9. Officer or Principal of Firm and Title:

David G. McWilliams, Managing Principal

10. Name, Telephone number and email address of contact for questions:

David G. McWilliams
212-545-0500
Cell: 917-807-3702
Email: Dgmcwilliams@jrmcm.com

11. Is your firm certified by the Port Authority as a Minority-Owned, Woman-owned or Small Business Enterprise (M/W/SBE)?

No

Engineers Qualifications

*Engineering will be contracted for and by MADGI

Company Profile

Edwards & Zuck

While a background questionnaire for Edwards and Zuck Associates has not been completed, they are a qualified structural engineering company and will provide all of their qualifications, resumes and other pertinent information if this project is awarded to Legends.

Edwards & Zuck

History

The Edwards & Zuck heritage dates back more than 80 years to 1929, when the Krey and Hunt Partnership was originally founded. We have continued this uninterrupted tradition of engineering excellence under our current name, Edwards & Zuck, since 1976. Today we remain ever dedicated to our continuing heritage, servicing a list of international clients, and operating offices in New York, Stamford, Miami and Shanghai.

People

Edwards & Zuck is comprised of highly-qualified professionals led by a management team of 10 Principals : Peter J. Sposato-Principal since 1988, Matthew G. Donolli-Principal since 1992, Glenn Giustino- Principal since 2003, Bradley D. Williams- Principal since 2003, Michael Gervasi-Principal since 2005, Charlie Patti-Principal since 2005, since 2007, Joseph Bartels-Principal and Chris Richichi-Principal, Robert Roth joined us as a Principal in 2011 and Jose Baz joined in 2012. The Managing Director of our Shanghai office is Meng Lun Chen, P.E.-Principal.

Philosophy

Our strength is our hands-on approach to every project. The goal: maintain 'design-intent' in all project phases and assure the highest quality results for our clients. We ensure direct Principal involvement and continuity of lead design personnel from project inception right up to final closeout. These procedures give you the benefit of an individualized response for your project's specific needs.

With every design, we strive to keep an eye on your future. The underlying E&Z design philosophy is to assure that your systems have the most built-in flexibility possible. This allows you the ability to integrate new technologies as they emerge, with minimal re-design investment on your part.

And our history is marked by a dedication to exploring and implementing new technologies, many of which have now become industry standards. Just a few examples: access floor electrification, occupancy sensor lighting, electronic submetering, heat recovery, thermal storage water systems, passive solar heating, and underfloor air conditioning.

Services

We have true breadth in our project experience. It ranges from simple general offices to high-tech financial trading floors; from lecture halls to concert halls; from boutiques to multi-media megastores. And there is also breadth in the scope of services we offer. They range from a comprehensive array of the traditional MEP design disciplines to leading edge sustainable design practices; from cost-conscious Value Engineering to resource-conscious Green Engineering; from a full menu of Evaluations and Report Studies that determine what systems you may need to a dedicated Commissioning and Energy Services Group whose mission is to act as your advocate and assure that all your new systems are installed and operate exactly as intended.

Corporate Statistics

Edwards & Zuck, P.C. has offices in New York, Stamford, Miami and Shanghai

Licensed to Conduct Business In: AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IA, IL, IN, KY, ME, MD, MA, MI, MN, MO, NC, NCEES, NE, NH, NV, NJ, NY, OH, OK, PA, RI, TN, TX, VA, WA, WI

Member of U.S. Green Building Council; LEED™ Accredited Professional Certification

Member of the Association of Energy Engineers; Certified Energy Managers (CEM); Certified Building Commissioning Professionals (CBCP); Distributed Generation Certified Professionals (CGCP) and Certified Energy Auditors (CEA) on staff

Principals

Joseph R. Bartels, P.E.
Jose Baz
Matthew G. Donolli, P.E., ESQ
Michael Gervasi, P.E.
Glenn J. Giustino, P.E.
Charlie Patti, P.E.
Chris Richichi, P.E.
Robert S. Roth, P.E.
Peter J. Sposato, P.E.
Bradley D. Williams, P.E.

Size of Firm	- 81
HVAC	- 28
Electrical	- 23
Plumbing/Fire Protection	- 15
Administration/Acct.	- 7
CADD Designers	- 8

Types of Consulting Services:

HVAC- Heating, Ventilation & Air Conditioning Systems; Refrigeration and Boiler Plants
Electrical- Motor Controls; Emergency Power Generator Systems
Plumbing- Medical & Laboratory Services; Backflow Prevention Systems
Fire Protection- Dry & Preaction Sprinkler Systems; Wet Sprinkler Systems
Technology- Voice & Data; Building Management Systems, Life Safety, Security
Lease Negotiation- Building & Site Due Diligence Reports; Lease Audit
Energy Services- Computer Modeling & System Simulation; Free Cooling Systems
Building Commissioning Services- Pre-Functional Checklists Development & Review
Building Evaluations- Purchasing; Refinancing
Master Planning & Studies- Feasibility Studies; System & Needs Assessment
Utilities & Infrastructure- Upgrade, Modernization and Retrofit
Sustainable/Green Building Design- Computational Fluid Dynamics (CFD) Analysis, Integrated A/E Building Systems

Financial Stability - Excellent

Insurance- Furnished upon Request

Edwards & Zuck

We have true breadth in our project experience. It ranges from simple general offices to high-tech financial trading floors; from lecture halls to concert halls; from boutiques to multi-media megastores. And there is also breadth in the scope of services we offer. They range from a comprehensive array of the traditional MEP design disciplines to leading edge sustainable design practices; from cost-conscious Value Engineering to resource-conscious Green Engineering; from a full menu of Evaluations and Report Studies that determine what systems you may need to a dedicated Commissioning and Energy Services Group whose mission is to act as your advocate and assure that all your new systems are installed and operate exactly as intended.

Commissioning Services
- Building Commissioning Services
- LEED® Building Energy System Commissioning Services
- Retro-Commissioning

Electrical
- High, Medium & Low Voltage Electric Distribution Systems
- Motor Controls
- Emergency Power Generation (EPG) Systems
- Uninterruptible Power Supply (UPS)Systems
- Lightning Protection & Grounding Systems
- Lighting Design
- Electronic Submetering
- Computer Room Electrical & Grounding Distribution
- Elevator and Vertical Transportation Systems

Energy Services
- Benchmarking
- Energy Audits
- Energy Modeling, System Simulation & Life Cycle Analysis
- Energy Conservation Designs-New & Retrofits
- Integration of BMS & DDC Controls
- Heat Recovery Systems
- Free Cooling Systems
- Thermal Storage Systems
- Performance Testing of Systems Equipment
- Peak Load, Curtailment and Cogeneration Systems
- Utility Bill Analysis
- Submetering Solutions
- Solar Energy Analysis & Design
- Wind Turbine Analysis & Design
- Rebates & Tax Incentives

Fire Protection
- Fire Protection & Suppression Systems
- Wet Sprinkler Systems
- Dry & Preaction Sprinklers
- Gaseous & Chemical Suppression Systems

Lease Negotiation
- Lease Audit
- Building and Site Due Diligence Reports
- Needs Assessments
- Lease Review of Engineering Provisions
- Lease Drafting Assistance for Engineering Related Items

LEED® Sustainable Design Service
- Building Simulation & Energy Analysis
- Computational Fluid Dynamic (CFD) Modeling
- LEED Certification Analysis
- Geothermal Systems
- Renewable Energy Sources
- IAQ
- Cogeneration and Combined Heat & Power Plants
- Integrated Architectural & Engineering Systems
- High Efficiency MEP Designs
- Black and Grey Water Systems
- Daylighting and Dimming Systems
- Underfloor Air Distribution System
- Commissioning - Fundamental and Enhanced

Master Planning and Studies
- Feasibility Studies
- Life Cycle Studies
- Infrastructure Evaluations
- Due Diligence Reports
- Repair & Restoration of Systems and Equipment
- Replacement & Upgrade of Systems & Equipment
- Capital Expenditures & Budgeting

Mechanical and HVAC
- Heating Systems
- Ventilation Systems
- Air Conditioning Systems
- Refrigeration Plants
- Boiler Plants
- Air Handling & Distribution
- Fluid Handling & Distribution
- Water Treatment Systems
- Computer Room, Clean Room & Laboratory Environmental Systems
- Sustainable/Green Designs

Mission Critical Systems Consulting
- High Availability UPS/Generator Systems
- High Density Cooling Systems
- Green Data Center Design
- Containerized/POD Data Center Design
- Master Plan Studies and Best
- Practices Assessment
- Reliability Studies
- Third Party Reviews
- Energy Analysis and Right Sizing
- Retro-Commissioning and Commissioning

Plumbing
- Hot & Cold Potable Water Systems
- Storm Drainage Systems
- Sanitary and Waste Systems
- Water Treatment & Filtration
- Fuel Storage and Distribution
- Backflow Prevention Systems
- Well Water Systems
- Water Irrigation Systems
- Medical and Laboratory Services
- Gas Distribution Systems
- Compressed Air Systems

Technology Consulting
- Security
- Life Safety
- Building Management System
- Telecommunications

Utilities and Infrastructure Planning for All Disciplines
- Conditions & Capacity Assessment
- Needs Assessment
- Master Planning
- New Designs
- Upgrade, Modernization & Retrofit
- Coordination Planning
- Phasing and Shutdown Coordination

Edwards & Zuck

Our clients are business leaders in every field; consulting and professional service firms, manufacturers, broadcasters, architects, developers, institutions, public agencies, and multinational organizations.

Listed below are but a few of our clients. We value every one of our client relationships, and are committed to bringing the most innovative and practical engineering services to every project we accept.

AB Hotels
Adamson Associates
Advocate Consulting Group
Alliance Capital Management Corporation
AvalonBay Communities, Inc.
Bank of New York
BDM Architects
BFC Partners
Beyer Blinder Belle Architects
BBG-BBGM
BRS+A Architects
Callison
Cappelli Enterprises
Collins Enterprises, LLC
Colgate-Palmolive
Computer Associates
CPG Architects
Credit Suisse
Cushman & Wakefield, Inc.
DASNY
Deloitte.
Dermot Co.
Douglaston Development
Embassy Suites
Empire Resorts
Eurohypo
Foram Group
FXFowle Architects
Gabellini Associates
Gensler and Associates, Architects
Gran Kriegel Associates
H3 Hardy Collaboration
Hilton Hotels
HLW International LLP
HOK International Limited
Hugo Boss
Hyatt
Intercontinental Hotel
Jeter Cook Jepson
Jones Lang LaSalle
JP Morgan Chase
Kronish, Lieb, Weiner & Hellman
LCOR
L'Oreal USA
Lothrop Architects
Mancini Duffy
Meltzer/Mandl Architects
MetLife
Milllennium Partners
New School University
New York Eye & Ear
New York University Tisch School of the Arts
New Yorker Hotel
Nobutaka Ashihara Associates
Nortel Networks, Inc
Papp Architects, P.C.
Pei Cobb Freed & Partners
Pei Partnership Architects
Perkins & Will Architects
Perkins Eastman Architects
Pfizer Inc.
Polshek Partnership Architects
Prudential
RMJM Hillier
Robert A. M. Stern Architects
Rose Associates, Inc
RTKL Associates
Sage Hospitality
Schuman Lichtenstein Claman Efron
SOM
SOSH Architects
Stein, White Nelligan
Stephen B. Jacobs Group
Swanke Hayden Connell Architects
Swire Properties
Sydness Architects
Ten Arquitectos
The Related Properties Company
Thor Equities
Tishman Speyer Properties
TPG Architecture
Trinity Real Estate
Union Bank of Switzerland
Uptown Partners
Vassar Brothers Hospital
Vornado Realty Trust
Walker Group/CNI
WSG Development Company
Yonkers Raceway

EDWARDS & ZUCK RELEVANT PROJECT EXPERIENCE

DISCOVERY TIMES SQUARE

Edwards & Zuck is proud to have been the design engineer for the recently completed Discovery Times Square Exposition (DTX) space located in the heart of Times Square. Housed in the original New York Times Building in the exact location of the original printing presses, the new exhibition hall boasts 60,000 SF of premier space in an industrial setting with state of the art MEP systems for support. DTX has already completed first run events of Lucy's Legacy, Titanic-The Artifact Exhibit, and DaVinci's Workshop to rave reviews. In April 2010, DTX premiers the first ever New York Exhibit of King Tut, with the largest showing of King Tut artifacts ever presented in the US.

The space was designed to comply with the requirements of the AAM Guidelines (Standard Facility report by the Registrars Committee of the American Association of Museums) and has been designed for versatility and flexibility in accommodating the various shows and events. We are proud of our ongoing relationship with DTX.

Discovery Times Square

TOP OF THE ROCK OBSERVATION DECK

Atop the historic 70-story Rockefeller Center with stunning views of Central Park and other NYC Landmarks, the project includes a total interactive experience relying on intense Audio/Visual systems and technology, interactive 300 person theatre, exhibition spaces, art display areas, automatic cuing and ticketing systems, "people-counters", retail spaces, and Point-of-Sale merchandising stations. The experience culminates in an interactive elevator ride up 69 stories to the roof of 30 Rockefeller Plaza for views of New York City from the observation hall which is fully equipped with catering facilities and technology for private functions.

As the equivalent of a small city, 30 Rockefeller Plaza houses 30,000 daily employees. The challenge of the project rested in its completion without any interruption to these tenants. Many of the major building systems required un-interrupted temporary relocation to allow for demolition and new permanent spaces to be constructed. These

system included: upper elevator machine room, upper domestic and fire reserve water storage tanks, concourse kitchen exhaust system, rainbow room kitchen exhaust system and rainbow room air conditioning systems, concourse make-up air systems, upper house power systems, and the entire building toilet exhaust systems.

Top of the Rock

BOWLMOR LANES

Edwards & Zuck is proud to be on the team for this new entertainment venue that is sure to be a hot spot in the city. Spread over two floors, Bowlmor Lanes features 50 lanes divided into 7 bowling lounges- each designed to celebrate different aspects of New York City.

One floor features the Times Square Lanes, the Chinatown Lanes, the Subway Lanes, and the Central Park Lanes and the Stadium Grill Restaurant and Sports Bar with food by Celebrity Chef David Burke and the Tribeca Loft Nightclub. On the "Uptown" floor there are the Art Deco Lanes, the Prohibition Lanes, the Pop New York lanes, the deco themed Uptown Bar & Lounge, and the grand New York Salon Banquet Room.

Bowlmor Lanes

SPORTS MUSEUM OF AMERICA

The Sports Museum of America was designed for a place for visitors to experience history of sports and located a few blocks from the Statue of Liberty & Ellis Island ferry and the World Trade Center memorial site. Because of the numerous one-of-a-kind artifacts on display, Edwards & Zuck had to design carefully to allow for special environmental requirements. Systems are engineered to provide consistent comfort conditions throughout the highly-trafficked public areas while still maintaining constant humidity levels for optimal preservation of the artifacts as well as interactive exhibit displays and complex lighting designs. Edwards & Zuck's challenge was to produce cost effective MEPS design that coordinates with the architecture, minimizes the impact on the exhibits.

Sports Museum of America

Please visit www.edzuck.com for information about our firm and additional project information.

BRADLEY D. WILLIAMS, P.E.
PRINCIPAL

Mr. Williams is a Principal with Edwards and Zuck, P.C. responsible for project management and quality assurance. His approach to projects is hands on involving client communications and project understanding as well as staffing, supervises the financial accounting and office budgeting ensuring that the office is complying with client needs and requirements. Mr. Williams has broad project engineering and management experience including commercial interiors, banking, and specialty projects as well as in design and retrofit of central plants, plumbing, mechanical and HVAC systems and HVAC controls. His project experience covers all phases of engineering services including audits, surveys, studies and design drawings and specifications with particular attention to interdisciplinary coordination and owner communications.

***Education**:*
BS Mechanical Engineering
Colorado State University, May 1990

***Professional Engineering Licenses**:*
Connecticut, Colorado, Idaho, Iowa, Nebraska, New York

Professional Affiliations:
ASHRAE

Career Experience:
2000 -Present
Edwards and Zuck, P.C.
1998 - 2000
Fletcher-Thompson Architects and Engineers
1990 - 1998
Cator, Ruma & Associates Company

PROJECT EXPERIENCE

ROCKEFELLER CENTER OBSERVATION DECK EXPERIENCE-"TOP OF THE ROCK"-NEW YORK CITY
Principal in charge of this project located at 30 Rockefeller Plaza. The project includes a total interactive experience relying on intense Audio/Visual systems and technology, interactive 300-person theatre, exhibition spaces, art display areas, automatic cueing and ticketing systems, "people-counters", retail spaces, and Point-of-Sale merchandising stations. The experience culminates in an interactive elevator ride up 69 stories to the roof of 30 Rockefeller Plaza for views of New York City from the observation hall which is fully equipped with catering facilities and technology for private functions.

BOWLMOR LANES TIMES SQUARE-NY, NY-Principal in charge for this new entertainment venue. Project scope includes full-scale commercial kitchen and sports bar, full-scale nightclub, and private banquet room.

MUSEUM FOR AFRICAN ART-NEW YORK, NY-Principal in charge responsible for the engineering design of this new museum. This 73,000 GSF interior space is located within the lower four floors of a new high rise residential tower. The museum space includes an atrium lobby, secured museum receiving, climate controlled exhibition storage areas and art conservation areas, inter-active educational space and art workshop for community use, auditorium, multiple gallery spaces, and a roof garden with auction area and catering facilities. All infrastructure utilities will be provided as stand-alone systems relative to the residential tower and the museum will include a dedicated electrical service, generator, and environmental controls and monitoring.

INTERNATIONAL GEM TOWER, NEW YORK, NY – Partner-in-charge of this project that includes diamond and jewelry retailers, an auction house, gemological museum and restaurant in the five-story podium. There will be a private club, conference center, and commercial offices in the thirty-five-story tower. 725,000 gsf of mixed-use development located in midtown Manhattan. The space will be comprised of a 550,000-gsf tower above a 125,000-gsf podium and 50,000 gsf of below grade space including parking, retail and some back of house. Design included a new 3,000-ton condenser water system to support water-cooled air conditioning equipment

DISCOVERY TIMES SQUARE NEW YORK, NY – Principal in charge responsible for the design and construction administration of a 40,000 sq. ft. exhibit hall in New York's Time Square. The exhibit space was designed for certification under the AAM guidelines and currently holds the first Titantic exhibit in New York.

229 WEST 43RD STREET-NEW YORK, NY-Principal in Charge of this project, former home of the New York Times, that in the heart of Times Square. The Landmarks Preservation Commission (LPC) designated 229 West 43rd Street as a historical and architectural landmark.
A full-scale redevelopment of the building is underway. The project includes full MEP core and shell upgrades to a Class A office space with provisions for ground level and cellar retail spaces. Engineering design included refurbishment of the existing 2,600-ton chilled water central plant and new pumping and distribution to all new air conditioning equipment.

PETER J. SPOSATO, P.E.
MANAGING PARTNER

Mr. Sposato is the President of Edwards and Zuck, P.C. and is involved in all project phases, particularly in the early decision-making stages during which objectives are defined and systems established. His nearly 30 years of experience have provided him with expertise in the management and coordination of large-scale commercial projects. His design experience with utility power plants provides a strong engineering background to complement the business aspects associated with commercial engineering work. He has extensive experience in lease negotiations representing both landlords and tenants for construction and engineering related issues.

***Education**:*
MBA (Finance)
Iona College, 1984
B.S. in Electrical Engineering
University of Virginia, 1979

***Professional Engineering Licenses**:*
New York, Massachusetts, Connecticut

Career Experience:
1986-Present
Edwards and Zuck, P.C.
1979-1986
Ebasco Services, Inc.

PROJECT EXPERIENCE

EMPIRE CITY AT YONKERS RACEWAY-YONKERS, NY-Partner-in-Charge of this 5,500 VLT, $240 million racino. The projects' mechanical scope of work included new heating and cooling plants to serve the existing renovated clubhouse and expansion building.
Expansion: In 2010, E&Z was called upon for the "Expansion" project that created a building addition of approximately 30,000 square feet to the existing Casino, an 8,000sf restaurant space and an approximately 15,000sf back of house support area. The design team worked with the client to explore the casino expansion, and research, validate and design the exact size of the new addition. The addition will house roughly 500 new video table games.

RESORT WORLD NEW YORK CITY– Partner-in-Charge of this 800,000 GSF entertainment/gaming project in Queens, NY. The project scope consists of the renovation of existing areas within Aqueduct Raceway's Clubhouse and Grandstand building to accommodate a new 4,500 machine Video Lottery Terminal Casino with associated amenity, retail, parking garage and back-of-house spaces.

INTERNATIONAL GEM TOWER-NEW YORK, NY-Partner in charge (electrical) of this mixed-use office-building project that will house commercial tenants. There will be a restaurant in the five-story podium. There will be a private club, conference center, and l offices in the thirty-five-story tower. 725,000 gsf of mixed-use development located in midtown Manhattan. The space will be comprised of a 550,000-gsf tower above a 125,000-gsf podium and 50,000 gsf of below grade space including parking, retail and some back of house.

ROCKEFELLER CENTER OBSERVATION DECK EXPERIENCE- NEW YORK, NY –Partner in Charge of this project that includes a total interactive experience relying on intense Audio/Visual systems and technology, interactive 300 person theatre, exhibition spaces, art display areas, automatic cueing and ticketing systems, "people-counters", retail spaces, and Point-of-Sale merchandising stations. The experience culminates in an interactive elevator ride up 69 stories to the roof of 30 Rockefeller Plaza for views of New York City from the observation hall which is fully equipped with catering facilities and technology for private functions.

JP MORGAN CHASE-NEWPORT OFFICE CENTER V & VI-JERSEY CITY, NJ - Principal in Charge for the MEP and Security Systems of a Best Practice tenant fit-out and infrastructure upgrades for a total of 1,100,000 square feet. Work included typical office spaces, lobbies, branch bank, conference/meeting center, cafeteria/servers and kitchen, daycare center, fitness center, 24,000 square feet of computer rooms, UPS systems, generator and fuel oil systems, boiler plant and hydronic floor heating system.

BRESLIN HOTEL- NEW YORK, NY–Partner-in-Charge for a 200,000 sf Hotel renovation of a landmark building. Supervised the design of the electrical system to economically reuse existing infrastructure with complicated phasing and with historic preservation guidelines. Hotel includes a fitness center; meeting space, barber shop, restaurant, and coffee shop.

VORNADO-4 Union Square South, NY, NY-Principal in Charge of this existing 7-story, 250,000 square foot, single tenant retail space (Bradlees) being converted into a multi-tenant retail space. New core & shell design that incorporates new cooling towers for floors Cellar - 2, utilizing existing chilled water plant for floors 3-6, new HVAC risers, new electric switchgear and associated power risers, new fire water service, new smoke purge systems, new emergency generator and fuel pumping system, new elevator and escalator systems, new Class 'C' fire alarm system, etc.

MOHAMED HAMAD
ASSOCIATE PRINCIPAL

Mr. Hamad is an Associate Principal-Electrical Engineer with Project Manager responsibilities on select projects. He performs the technical development of a project and its associated production activities required to produce the design documents or other product forms. Primary responsibilities include coordinating with the Project team to establish the project's goals and requirements including technical approaches. As a Project Engineer he performs the required project technical tasks such as building surveys and acquiring base building information, performing appropriate calculations, preparing design concepts and sketches, selecting engineering systems and equipment, designing and laying out systems, CADD production, writing specifications, coordinating with other engineering disciplines and consultants, attending construction meetings, performing field observation of construction activities, reviewing shop drawings, reviewing the completed installation and submitting a final punchlist.

Education:

B.S. Electrical Engineering,
Manhattan College, May 2000
B.S. Physical Science
St. John's University, May 2000

Career Experience:.
June 2000 - Present
Edwards and Zuck, P.C.

PROJECT EXPERIENCE

MUSEUM FOR AFRICAN ART-NEW YORK, NY-Project Manager and Electrical Engineer responsible for the engineering design of this new museum. This 73,000 GSF interior space is located within the lower four floors of a new high rise residential tower. The museum space includes an atrium lobby, secured museum receiving, climate controlled exhibition storage areas and art conservation areas, inter-active educational space and art workshop for community use, auditorium, multiple gallery spaces, and a roof garden with auction area and catering facilities. All infrastructure utilities will be provided as stand-alone systems relative to the residential tower and the museum will include a dedicated electrical service, generator, and environmental controls and monitoring.

ROCKEFELLER CENTER OBSERVATION DECK EXPERIENCE-NEW YORK, NY –Project Electrical Engineer of this project that includes a total interactive experience relying on intense Audio/Visual systems and technology, interactive 300 person theatre, exhibition spaces, art display areas, automatic cueing and ticketing systems, "people-counters", retail spaces, and Point-of-Sale merchandising stations. The experience culminates in an interactive elevator ride up 69 stories to the roof of 30 Rockefeller Plaza for views of New York City from the observation hall which is fully equipped with catering facilities and technology for private functions

RESORT WORLD NEW YORK -NEW YORK, NY-Project Manager for the design and coordination of low voltage systems for this 800,000 GSF entertainment/gaming project in Queens, NY. The project scope consists of the renovation of existing areas within Aqueduct Raceway's Clubhouse and Grandstand building to accommodate a new 4,500 machine Video Lottery Terminal Casino with associated amenity, retail, parking garage and back-of-house spaces. Low voltage systems included design of the in-house network cabling and gaming cabling for RWNY, coordination of all power requirements and cabling for the NYS Lottery, Audiovisual systems, Parking Controls, Security Systems and other miscellaneous low voltage systems.

DELOITTE & TOUCHE (VARIOUS LOCATIONS) – Principal in Charge and Project Manager for multiple Deloitte & Touche projects including 250,000 square feet in Atlanta GA, 150,000 square feet in Parsippany NJ, 150,000 square feet in Detroit MI, Each project includes close coordination with Deloitte standards and integration of A/V and Telecommunications requirements. Project highlights include design of a Fitness Center, Chiller Plants, a 500 kW diesel Generator w/ 24 hours fuel back-up, a CommRoom with 80kVA and 40kVA APC ISX UPS, an Emergency HVAC system for a disaster center area.

VORNADO- 4 UNION SQUARE SOUTH, NEW YORK-Project Electrical Engineer and Project Manager for this 7-story, 250,000 square foot, single tenant retail space (Bradlees) being converted into a multi-tenant retail space. The major obstacle of the project was to design and anticipate the mechanical and electrical systems to accommodate future retail tenants on Floors 3-6, while we provided services for tenants that signed leases on the first three floors (Whole Foods and Forever 21).

Company Profile

Severud Associates

While a background questionnaire for Severud Associates has not been completed, they are a qualified structural engineering company and will provide all of their qualifications, resumes and other pertinent information if this project is awarded to Legends.

FIRM DESCRIPTION

GATEWAY MEMORIAL ARCH
ST. LOUIS, MO

DENVER INTERNATIONAL AIRPORT
FABRIC ROOF STRUCTURE
DENVER, CO

MADISON SQUARE GARDEN
NEW YORK, NY

ONE BRYANT PARK
NEW YORK, NY

Severud Associates has been actively engaged in providing structural engineering services since its inception in 1928. Most of the key members of the firm, Principals and Associates, have been with the firm for more than 20 years. As Structural Consultants to architects, Severud Associates has been responsible for the design of many major structures. These structures include office buildings, college and university facilities, high school and elementary schools, residential facilities, sports facilities, museums and libraries, hospitals and research centers, airport terminals, parking structures, municipal, state and federal buildings. We have also been retained by many institutions, major corporations and governmental agencies to assist them in maintaining existing facilities, including designs for renovations, retrofit and repairs and providing condition surveys of their facilities.

Severud Associates offers a full range of Structural Engineering Consulting Services including analysis and design of structures, construction document preparation, construction contract administration, consultations, evaluations and reports. In our many years of practice, we have completed more than 14,000 projects in the United States and abroad. Our long list of awards for excellence attests to the quality of our services, but even more important is the number of our clients who are longstanding and who repeatedly use our services.

Developing and maintaining efficient and cost effective methods is of paramount importance to us. Presented with complex problems, Severud Associates, drawing on its years of experience, can in conjunction with owners, architects, and contractors, produce innovative, reliable and economical solutions.

With a dedicated staff averaging 65 we are able to commit the time and Principal involvement that each project requires. Our staff keeps abreast of current technological advances so that we may provide our clients with appropriate and economical solutions. Our Computers are equipped with the latest technology for engineering analysis and Computer Aided Drafting & Design, allowing our engineers the time to understand the individual needs of each client.

Our clients know that they have not just hired a structural engineer; they have retained a renowned and respected firm with a long history of excellence, reliability, and client service.

PROJECTS FOR THE DURST ORGANIZATION

One Bryant Park
- Development Project
- Durst Offices
- Thru-Block Design Studies

New York, NY

The Helena
New York, NY

4 Times Square
Lighting Pole
New York, NY

655 Third Avenue
Lobby Renovation
New York, NY

675 Third Avenue
- Expansion
- Elevator Installation

New York, NY

733 Third Avenue
Lobby Renovation
New York, NY

Artcraft Strauss Building
New York, NY

BMW
New York, NY

Durst Residence
New York, NY

Durst Residence
Westchester County, NY

Henry Miller Theater
New York, NY

Home Depot
New York, NY

NY Cyber Center
New York, NY

On-Call Services
Various Locations

Paxfood Restaurant
New York, NY

RESTAURANT PROJECTS

The Rainbow Room
30 Rockefeller Center
New York, NY

11 Port Restaurant
New York, NY

Chop't Creative Salad
New York, NY

Eataly
New York, NY

El Torito
New York, NY

LaFonda Del Sol Restaurant
New York, NY

Masal Cafe
Brooklyn, NY

Paxfood Restaurant
New York, NY

Rouge Tomate Restaurant
New York, NY

Rooftop Restaurant
530 Seventh Avenue
New York, NY

Via Quandranno Restaurant
New York, NY

Z10 Restaurant
New York, NY

PORT AUTHORITY WORLD TRADE CENTER PROJECTS

WORLD TRADE CENTER (PRE 9/11)
- 7th Floor Generator Installation (7 WTC)
- Auto Repair Facility Structural Review
- Basement Levels, Shear Head Review
- Brown & Wood (1 WTC)
- Building Code Analysis
- Chiller Plant Addition, Drafting Services
- Exco Relocation (1 WTC)
- Folding Partition Support - 67th Floor
- Harlow Meyer Savage, Inc. (2 WTC)
  - Bracing for Partitions
  - Renovations
- Level B4 & B5 Hoist Evaluation
- Mechanical System Upgrade – Pump House, Intake & Discharge Studies
- Mezzanine
- Nishi-Nippon Bank Ltd. (1 WTC)
- PATH Concourse, Ceiling Replacement
- PATH Station Improvement
- Shiga Bank (1 WTC)
- Vertical Riser Cable Replacement (B1 Level to 41F)

WORLD TRADE CENTER DOWNTOWN RESTORATION PROGRAM (DRP) (POST 9/11)
- Assessment & Consultations (7 WTC)
- Floor Levelling-50th & 51st Floors (7 WTC)
- On Call Services
- PATH Permanent Terminal & Concourse–Stage I
- PATH Temporary Canopy
- PATH Station – Temporary Hudson News Kiosk
- Permanent PATH Station Stages I & II
- Preservation of WTC Artifacts
- Retail Design Oversight
- Site Remediation Perimeter Enclosure System – Stage III & IV
- Vesey Street Elevated Walkway – Stage I

REFERENCES

THE DURST ORGANIZATION

Reference Firm Name:	The Durst Organization
Address:	One Bryant Park, New York, NY
Contact Name (E-Mail):	Jody Durst, President (jody@durst.org)
	Louis Esposito, COO (LEsposito@durst.org)
Telephone:	(212) 257-6600

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

Reference Firm Name:	The Port Authority of New York & New Jersey
Address:	2 Gateway Center, Newark, NJ
Contact Name (E-Mail):	Donald Fram, Chief Architect (dfram@panynj.gov)
	Srinath Jinadassa, Chief Structural Engineer (sjinadas@panynj.gov)
Telephone:	(212) 435-7000

TISHMAN-SPEYER

Reference Firm Name:	Tishman-Speyer
Address:	45 Rockefeller Plaza, New York, NY
Contact Name (E-Mail):	Bruce Phillips, Managing Director – Design & Construction (bphillip@tishmanspeyer.com)
Telephone:	(212) 715-0300

EDWARD M. DEPAOLA, P.E., SECB, F.SEI

PRESIDENT & CEO

EDUCATION

University of Notre Dame, B.S.C.E. 1976
University of Notre Dame, M.S.C.E. 1978
Seton Hall University, J.D. 1981

PROFESSIONAL STATUS:

Licensed Professional Engineer in:

- Arizona
- Colorado
- Connecticut
- Georgia
- Illinois
- Indiana
- Louisiana
- Maryland
- Michigan
- Minnesota
- Mississippi
- New Hampshire
- New Jersey
- New York
- North Carolina
- Ohio
- Oklahoma
- Pennsylvania
- Texas
- Vermont
- Virginia

Member:

- The Structural Engineering Institute
- American Society of Civil Engineers
- American Consulting Engineers Council
- American Concrete Institute
- American Institute of Steel Construction
- International Association of Spatial Structures
- New York Association of Consulting Engineers
- Past President - Structural Engineers Association of New York

Professional and Technical Committees:

- Governor – Structural Engineering Institute Board of Governors
- Chair, ASCE Tension Membrane Structures Standards Committee
- Co-Chair, USGBC – Green Codes Task Force – Materials Committee
- Executive Committee, ASCE/SEI Codes and Standards Division
- Co-Chair, NYC DOB – IBC Revisions to Building Code – Structural Committee
- ASCE Task Committee on Tension Fabric Structures
- ASCE Technical Committee on Special Structures

Publications:

- Tensile Membrane Structures, ASCE/SEI Structures Congress, April 2009
- The New Standard for Tensile Membrane Structures, ASCE/SEI Structures Congress, May 2003
- "World Trade Center Building Performance Study", April 2002
- "Tensile Structures Highlight New Denver Airport," ASCE/IASS International Symposium, April 1994
- "Computer Assisted Design, Analysis and Fabrication of Tensile Membrane Structures," ASCE Seminar, Sixth Annual CECOMP, March 1994
- "The Fabric of AutoCAD and ADS," *CADALYST*, June 1993
- "Fabric Structures of the Built Environment," ASCE Seminar, Innovation in Construction, February 1993
- "Tensile Terminal," *CIVIL ENGINEERING*, November 1992

PROFESSIONAL EXPERIENCE:

Mr. DePaola joined the firm in 1981 as a design engineer and rapidly advanced to Project Engineer in 1982 and Associate in 1985. During this period he worked on a series of projects with increasing complexity. In 1991, Mr. DePaola advanced to Associate Partner and in 1993 became a Principal of the firm. In 2006, he became the President and CEO of the firm. Over the past 30 years, he has designed numerous projects ranging from high-rise buildings to long span facilities and special structures requiring innovative structural solutions. He was principal-in-charge of the enclosure structures for the Jeppsen Terminal at the Denver International Airport, the American Airlines Terminal at JFK International Airport and The Bank of America Tower at One Bryant Park, one of the tallest buildings in New York City.

In addition to his executive responsibilities in project design and management, he is expert in computer programming and has written programs used by Severud Associates in stress analysis and design. He has written articles on Tensile Membrane Structures, High-Rise Structures and Computer Analysis, and many of his projects have been published in magazines world-wide. In addition, he was one of the members of the ASCE/FEMA team that investigated the collapses of the World Trade Center and the surrounding buildings, and was one of the authors of the "World Trade Center Building Performance Study".

EDWARD M. DEPAOLA, P.E.

PRINCIPAL

PROJECTS

One Bryant Park, New York, NY This 51-story office building is the second tallest building in NYC. The building has three basement levels adjacent to the subway lines along 6th Avenue and 42nd Street. Within its podium portion, the building has one of the largest trading facilities for its primary tenant, the Bank of America. The podium houses a first-class Broadway theater that incorporates the landmarked façade of the theater that formerly occupied a portion of the site. The tower portion of the building consists mainly of office space and is topped by a 300-foot-high architectural spire. Floor areas are framed in structural steel with concrete slabs on metal deck. The core was initially constructed of a lightweight structural steel frame that is encased in reinforced concrete shear walls, a system developed by Severud Associates almost 30 years ago. The high recycled materials content (almost 100% of the structural steel and 45% blast furnace slag in all concrete) contributes to the many architectural and mechanical environmental innovations which led to this building becoming the first high-rise office building in the world to obtain a LEED Platinum rating. This project was awarded a LEED Platinum rating and is the recipient of the 2010 CTBUH award.

Reuters Building, Three Times Square, New York, NY As part of the revitalization of Times Square, this 30 story steel frame building will provide 800,000 square feet of column-free retail space for the developer and office space for a major international news and financial services company and other tenants to maximize rentable floor area, the core is extremely compact, resulting in slender braced-frames in the transverse direction. To control drift, the braced frames are stiffened by trusses at the roof level and coupled with perimeter moment-resistant frames.

Financial Square Office Building, New York, NY A 36-story office tower with column free floors that provide one million square feet of space. The column free floors were accomplished with 60'-3" clear spans that are the longest high rise office spans in New York City. Wind bracing is achieved by a combination of perimeter tubes and braced frames. A 45 foot high plaza at the base of the building, constructed of a system of flying beams, "false" columns and truss-supported granite panels, provides an exceptional public space and building lobby.

The World Trade Center, Temporary Entrance Canopy The new Temporary PATH Station at the World Trade Center (WTC) Site opened for service in November 2003. The station was part of the first phase of the program to restore PATH service to Lower Manhattan. Since PATH service was critical to the economic recovery and vitality of Lower Manhattan and the region, it was imperative to develop a design and construction approach that could be implemented quickly to meet an accelerated construction schedule. To accommodate these objectives, as a temporary facility, the station had been constructed in the same location as the original WTC Station and a similar track alignment and platform configuration were maintained. The entrance canopy, which covers approximately 30,000 square feet was constructed of three-chord pipe trusses with long-span metal roof deck. Two prominent A-frame masts support the center spine and cables provide support to the front and back edges. The gull-wing appearance provides a clear directionality to the entrance to the PATH station.

American Airlines Terminal Redevelopment Project, John F. Kennedy International Airport, Jamaica, NY. This project consists of the development of a new $1.3 billion terminal and concourse complex for international and domestic flights. With its 55 gates and 2.2 million square feet, it is the largest terminal complex in the world developed by a single airline. The frames consists of structural steel and composite floor slabs supported on pile foundations. Roofs are supported by architecturally exposed 3-chord pipe trusses spanning up to 210 feet.

Chrysler East Building, New York, NY. This $53 million transformation of the existing Kent Building, add 150,000 square feet of new construction by building "out" from the existing structure. Because of the new load created by the additional space, the building's existing steel columns from the foundations to the 14th floor were reinforced by creating a composite structure. This composite system encased the existing columns with concrete and included the addition of rebar and shear studs to increase the load capacity of the columns to add more than 20 floors. Additionally, what was once a side-core building was transformed to a center-core building. One of the projects biggest design challenges was that it had to be designed so that the work could be done while the building could remain fully occupied during the construction.

Denver International Airport Main Terminal Building, Denver, CO This 350,000 square foot fabric roof over the terminal building is a tensile membrane structure 1,000 ft. long and 330 ft. wide. Two rows of pylons, each spaced 60 feet apart along the length of the structure with a 150 ft. wide center span support the structure. Glass and walls are supported by cable trusses including the 210 foot long south wall which has a vertical cantilever of 60 feet.

The Helena, 601 West 57th Street, New York, NY The structural design of this 38-story, reinforced concrete flat plate residential building involved several challenging tasks. A narrow aspect ratio made this tower's lateral system slender in one direction. Several interior columns were transferred at lower floors by sloping to allow for a large column-free amenity space. The foundation was designed to resist considerable hydrostatic uplift due to the project's proximity to the Hudson River.

MUHAMMAD RAHAL, P.E.

ASSOCIATE

EDUCATION

The Cooper Union, B.S.C.E 2002
The Cooper Union, M.S.C.E 2004

PROFESSIONAL STATUS

Licensed Professional Engineer in the State of New York

Affiliations:
Member, American Society of Civil Engineers
Member, Chi Epsilon

Publications:
"The Design of Steel Structures Under the Influence of Blast Loading", The Cooper Union, 2004

PROFESSIONAL EXPERIENCE

Mr. Rahal joined the firm as a design Engineer in August 2002 and advanced to the position of Associate of the firm as of January 2008. He gained experience in the design and detailing of numerous structures, both large and small. His experience includes the analysis and design of various new steel and cast in place concrete buildings, among other structural systems, as well as design for physical security. In addition, his qualifications include experience in the alteration and rehabilitation of existing structures along with extensive experience in performing controlled inspections.

Mr. Rahal's project experience (in alphabetical order) includes:

31 Garfield Place Park Slope, Brooklyn, New York New 5-story flat slab concrete and pile foundation residential building consisting of approximately 31,500 sq. ft. superstructure and one cellar.

50 West 15th Street, New York, NY New 10 story flat slab concrete and pile foundation residential building of approximately 65,000 square feet with additional 10,000 square foot cellar. The approximate footprint measures 100' x 103'.

125 West 21st Street, New York, NY New 13 story residential building of approximately 77,000 square feet with additional 6,400 square foot cellar. The approximate footprint measures 95' x 98'.

229 West 43rd Street Renovations and Additions, New York, NY The original home of the New York Times Company until 2007 consists of 16 stories of steel-framed structure with concrete floors, and three cellar levels. This historic building was constructed in four sections; in 1912, 1923, 1934, and 1947. The building underwent a renovation to convert the space into 644,000 square feet of modern class A+ office space and 138,000 square feet of retail. Part of the scope of work that required creative structural solutions to implement included the complete or partial demolition of floor framing to make way for a new exhibition space in the cellar, a new lobby with 30 foot high ceilings, two new elevator shafts, and new retail space.

303 E 77th street, New York, NY New 18 story flat slab concrete and mat foundation supported on pile residential building, the approximate footprint measures 100'x50'

462 West 58th Street, New York, NY New 10 story flat slab concrete residential building of approximately 95,000 square feet with additional 9,000 square foot cellar. The approximate footprint measures 125' x 71'.

800 Tenth Avenue, New York, NY New 8 and 6 story flat slab concrete residential buildings of approximately 130,000 square feet with additional 30,000 square foot cellar

839 Sixth Avenue, New York, NY Fronting on Sixth Avenue between 29th and 30th Streets this six hundred and ninety foot high building includes four subterranean garage levels. The foundation wall is two feet from the subway tunnel wall. The floors are cast-in-place concrete flat slabs with no perimeter beams. Primary lateral resistance is attained by a three dimensional system of shear walls and cores and the building has an aspect ratio of 11:1.

SUNY @ Binghamton, Appalachian Collegiate Center at Mountainview College, Binghamton, NY This 55,000 square foot dining hall will serves 2000 students three meals a day and provides interior and exterior assembly spaces. Located on a steep site, part of the building is bermed into a steep site and part is on exposed steel stilts. Raised off the ground, the dining area commands a prominent position and delivers beautiful views of the campus below.

MUHAMMAD RAHAL, P.E.

ASSOCIATE

American Airlines Terminal Redevelopment Project, John F. Kennedy International Airport, Jamaica, NY. This project consists of the development of a new $1.3 billion terminal and concourse complex for international and domestic flights. With its 55 gates and 2.2 million square feet, it is the largest terminal complex in the world developed by a single airline. The frames consists of structural steel and composite floor slabs supported on pile foundations. Roofs are supported by architecturally exposed 3-chord pipe trusses spanning up to 210 feet.

Middlebury College, New Library, Middlebury, VT The new Middlebury College Library is a state-of-the-art research and learning facility. The new 3-story facility provides expansion space for the college's growing collection of printed materials, and accommodates the increasing use of technology in teaching and research. The entrance to the library is at mid-level through a rotunda that opens to middle of the building, and provides clear views of the floors above and below. Major public services are located on the entry level and collection and quiet study zones are above and below. The entry and third-level floors lead to mezzanines equipped with suites of study carrels in distinct, soundproofed groupings.

New York University School of Medicine, Joan & Joel Smilow Research Center, New York, NY This project consists of a 13-story tower on two basement levels. This state-of-the-art facility will provide critical laboratory and support space for a wide variety of research such as programs in Genetics, Infectious Disease, Genomics and Preteomics, Cardiovascular Biology, Neuroscience; as well as a Cancer Center. In addition, the building will contain an animal facility, conference rooms and a number of other highly specialized laboratory functions.

University of Michigan, Biomedical Sciences Research Building, Ann Arbor, MI A complex of four distinct buildings within a 600,000 sq. ft. research facility, the project consists of a sub-grade vivarium with mezzanines framed in concrete, two major laboratory wings, a ribbon office building and an auditorium all framed with structural steel. Both the ribbon building and the auditorium sit on top of transfers over the vivarium. The ribbon balances on a single serpentine row of columns, but is braced back to the laboratory wings by a series of bridges.

World Trade Center, Temporary Entrance Canopy, New York, NY The new Temporary PATH Station at the World Trade Center (WTC) opened for service in November 2003. The station was part of the first phase of the program to restore PATH service to Lower Manhattan. Since PATH service was critical to the economic recovery and vitality of Lower Manhattan and the region, it was imperative to develop a design and construction approach that could be implemented quickly to meet an accelerated construction schedule. The entrance canopy, which covers approximately 30,000 square feet, was constructed of three-chord pipe trusses with long-span metal roof deck. Two prominent A-frame masts support the center spine while cables provide support to the front and back edges. The gull-wing appearance provides a clear directionality to the entrance to the PATH station.

Other projects Mr. Rahal has worked on include:

- 34 East 14th Street, New York, NY
- 36 East 14th Street, New York, NY
- 50 Rockefeller Center, New York, NY
- 56 Spring Street, New York, NY
- 184 Kent Street, Brooklyn, NY
- 189 10th Street, New York, NY
- 199 State Street, Brooklyn, NY
- 206 Front Street, Brooklyn, NY
- 460 Kent Avenue, Brooklyn, NY
- 829 Greenwich Avenue, New York, NY
- 1275 Broadway, New York, NY
- CSHNY Athletic Facility, New York, NY
- American Museum of Natural History, Hall of Ocean Life, New York, NY
- Church of the Sacred Hearts of Jesus and Mary
- Embassy of Republic of Lithuania, Washington DC
- Fuller Building, New York, NY
- Madison Square Garden, New York, NY
- Manhattan Mall, New York, NY
- Newport Office Center VII, Jersey City, NJ
- Daffy's Herald Square, New York, NY

ADDITIONAL BACKGROUND QUALIFICATIONS INFORMATION

LEGENDS

400 Broadacres Drive, Suite 260 office 973 707 2800
Bloomfield, New Jersey 07003 fax 973 622 0099

Date: April 26, 2012

To: Port Authority of NY & NJ
Office of Inspector General
Attn: Fraud Prevention Unit
5 Marine View Plaza
Suite 502
Hoboken, NJ 07030

Ref: Background Qualification Questionnaire

Job: One World Trade Center Observation Deck

Attached, please find a copy of the Legends Hospitality, LLC Background Qualification Questionnaire for your review, approval and use. We have also sent a copy via email to OIGBQQP@panynj.com.

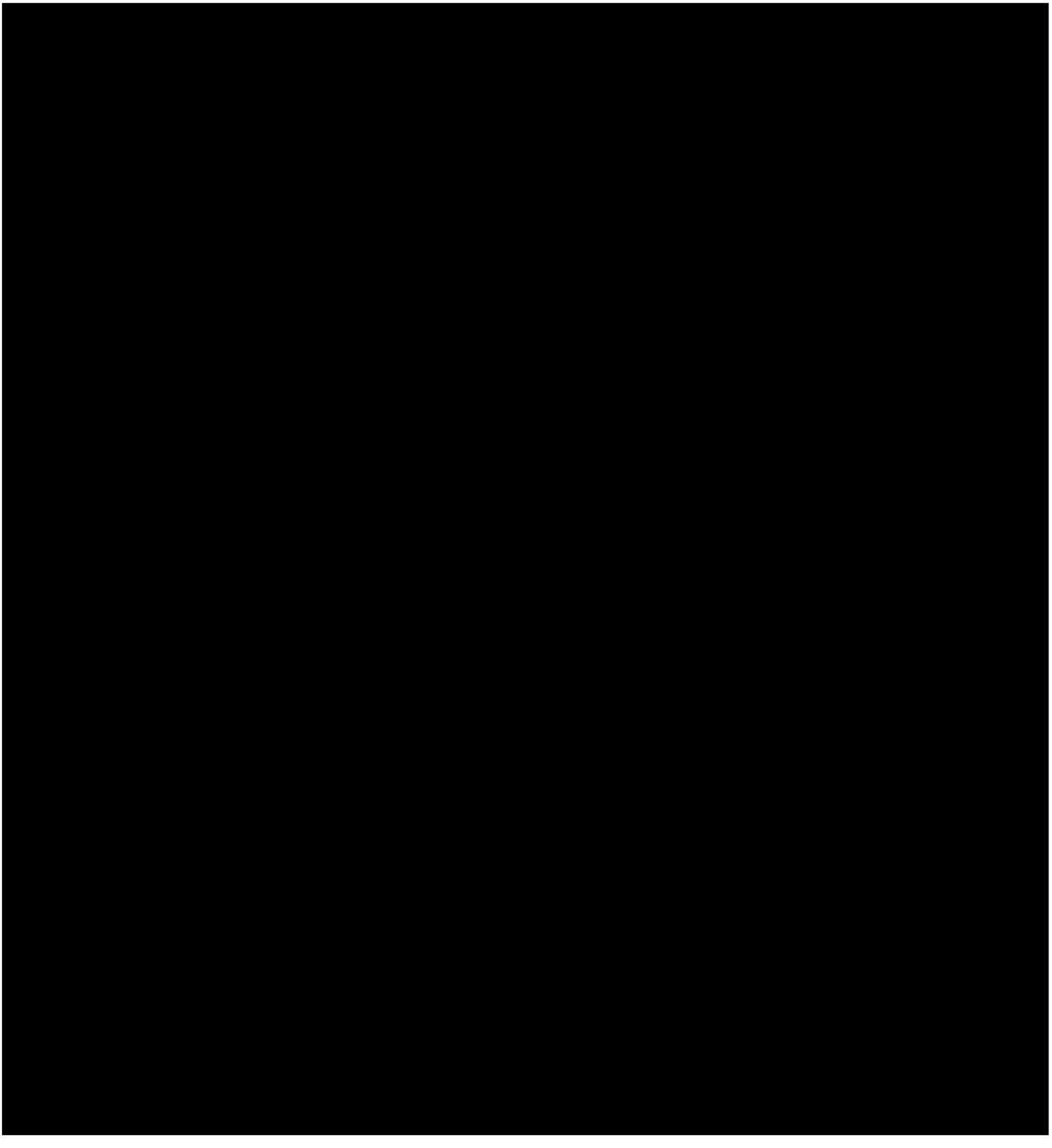
Thank you for your time and consideration.

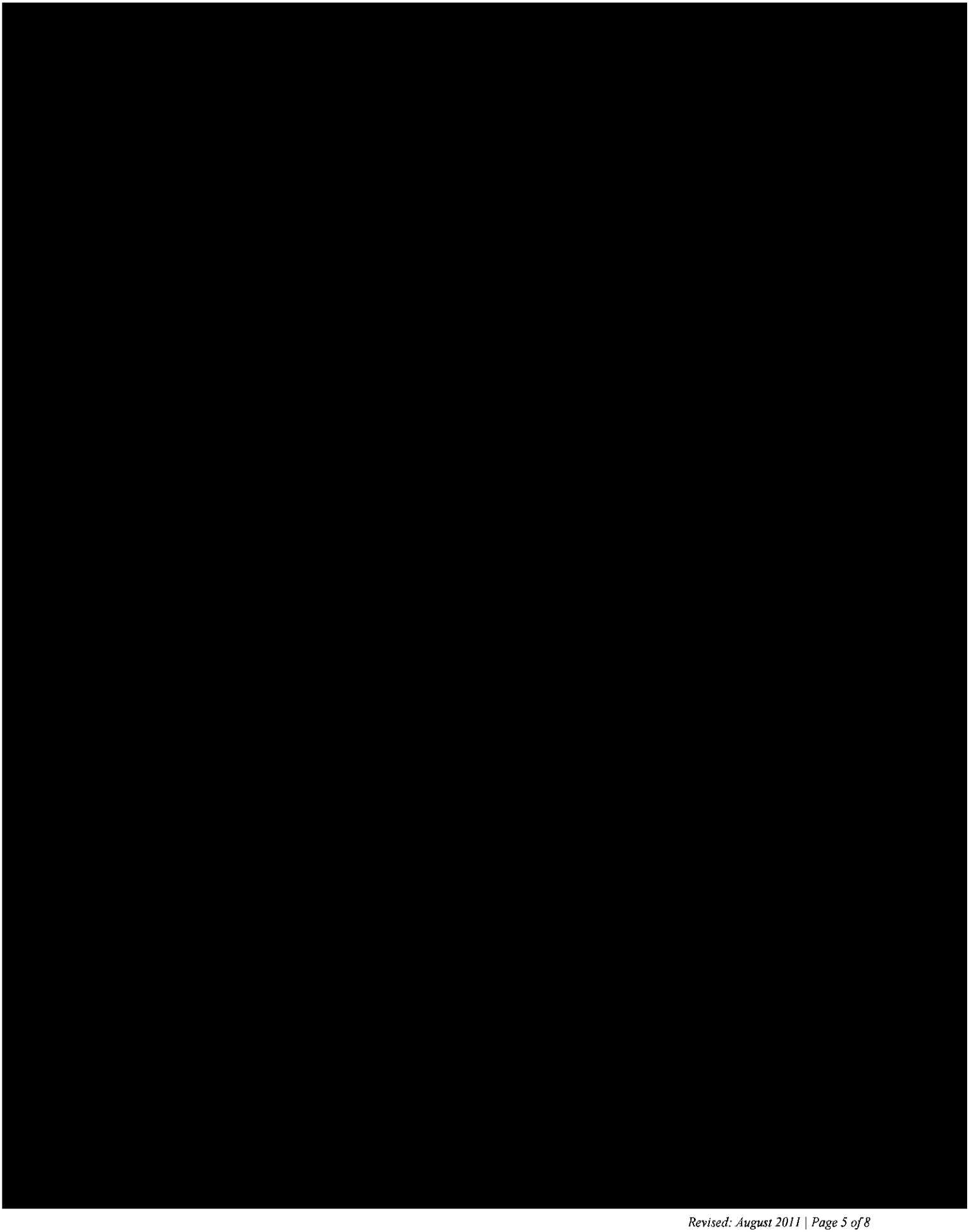
Sincerely,

David Hammer
Chief Financial Officer
Legends Hospitality, LLC

[redacted]

[redacted]





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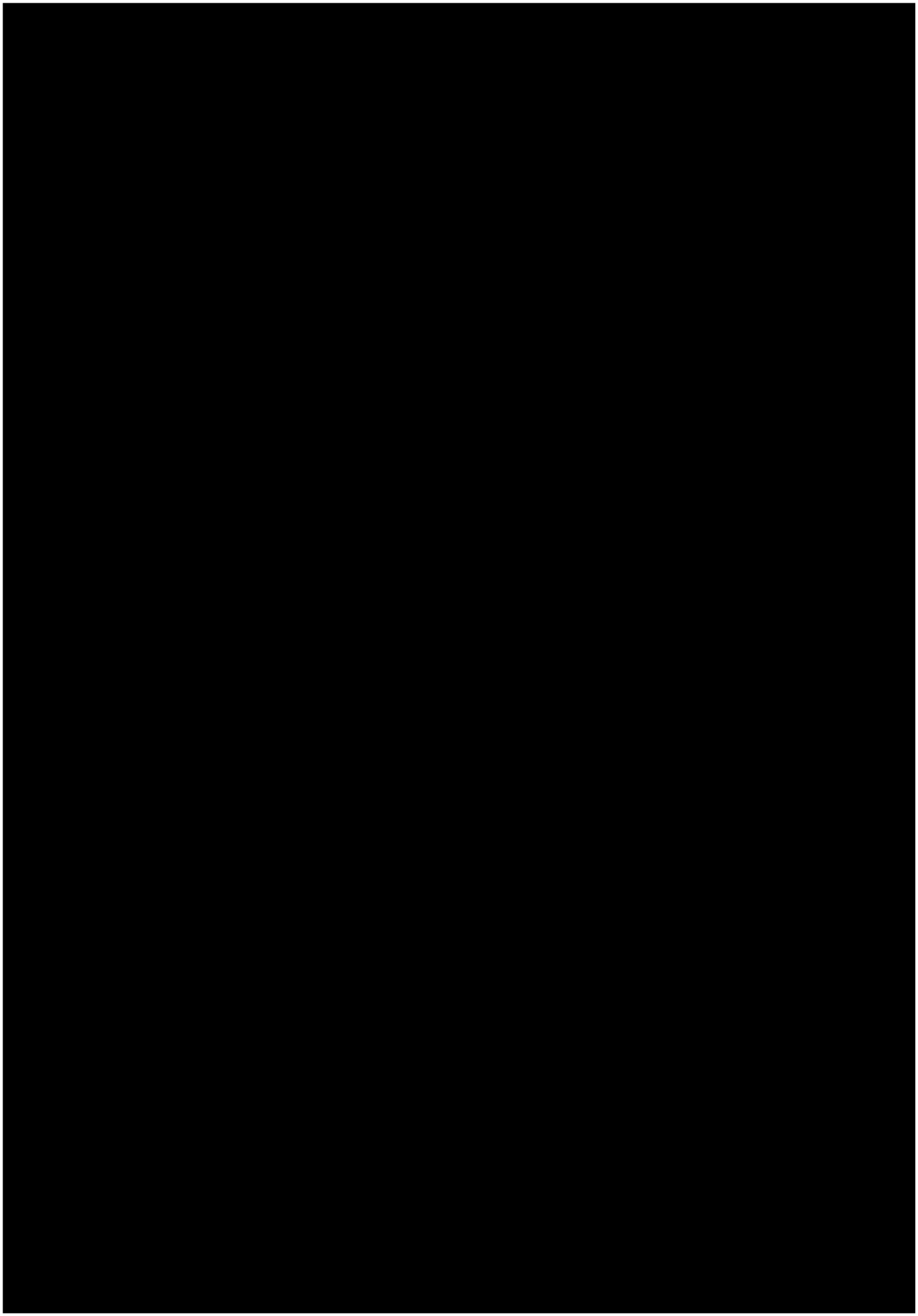

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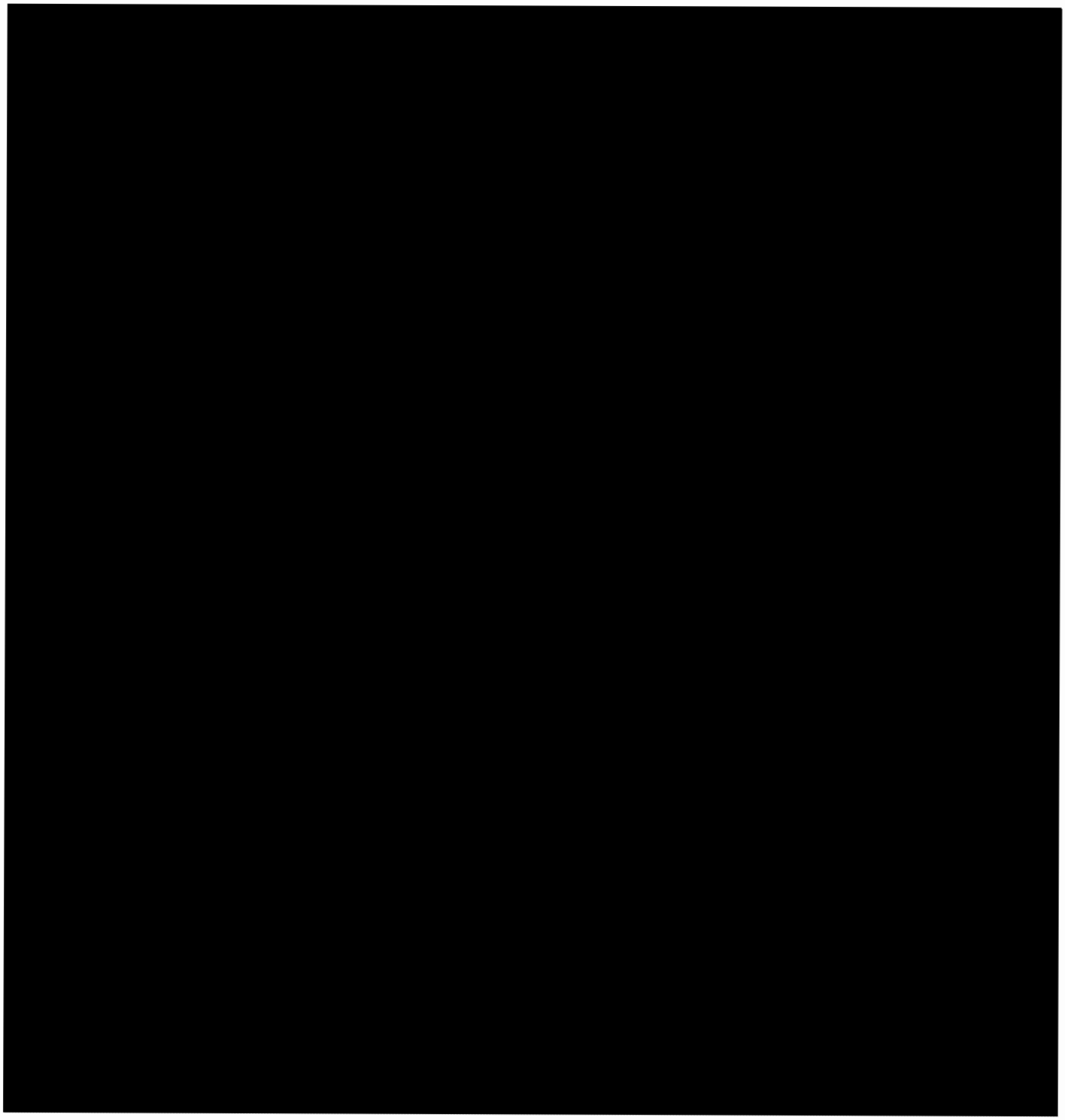

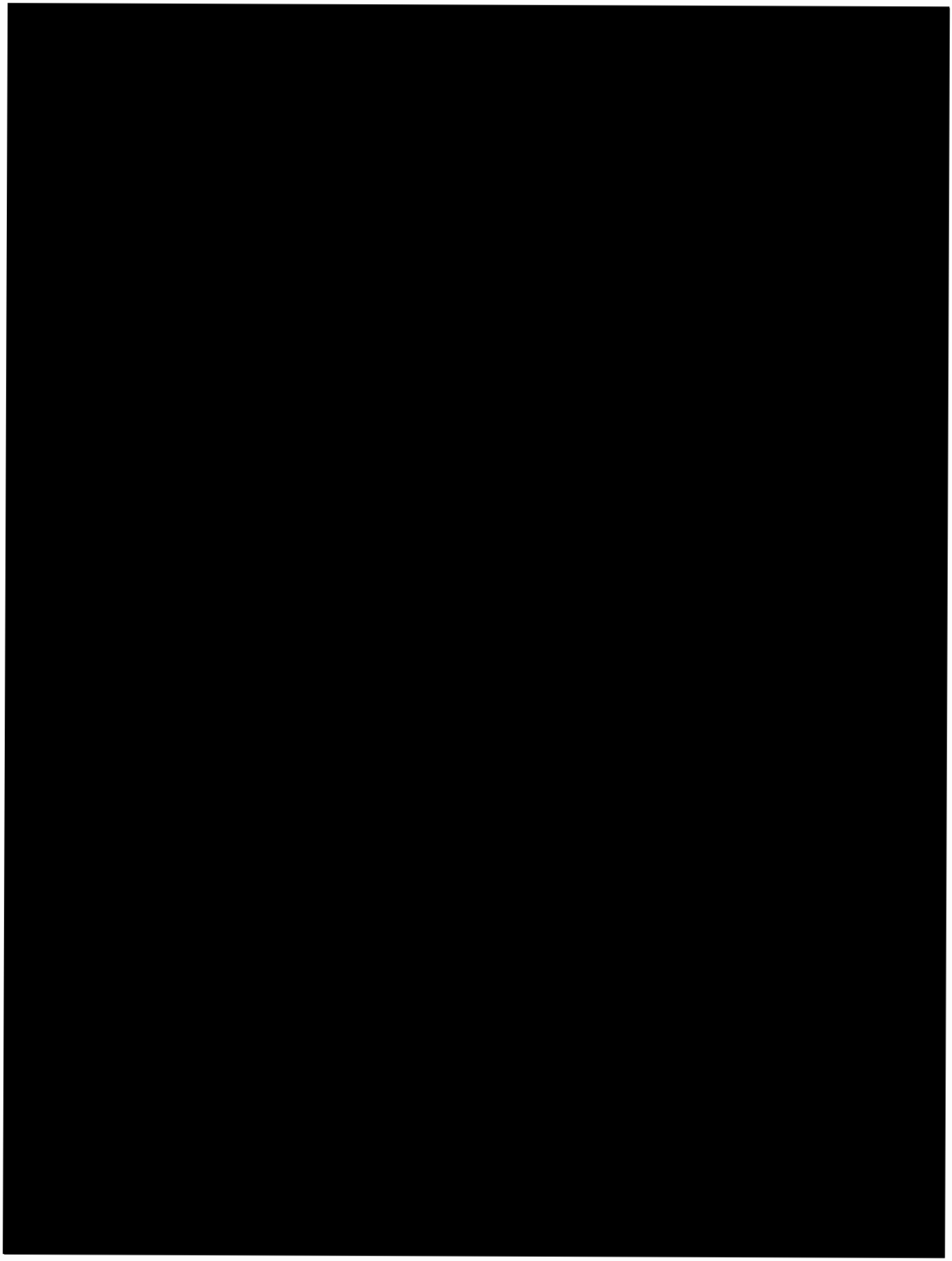

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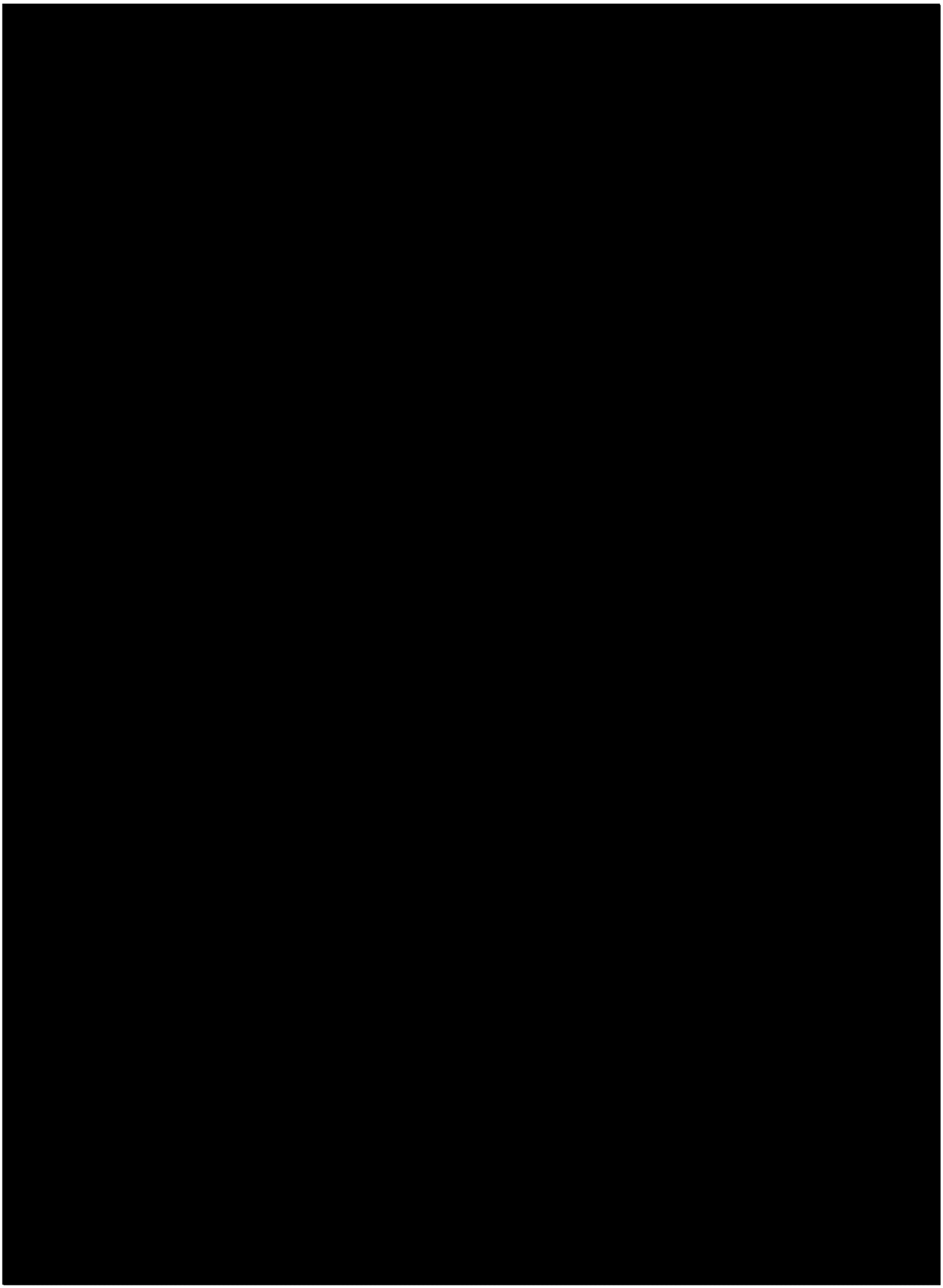

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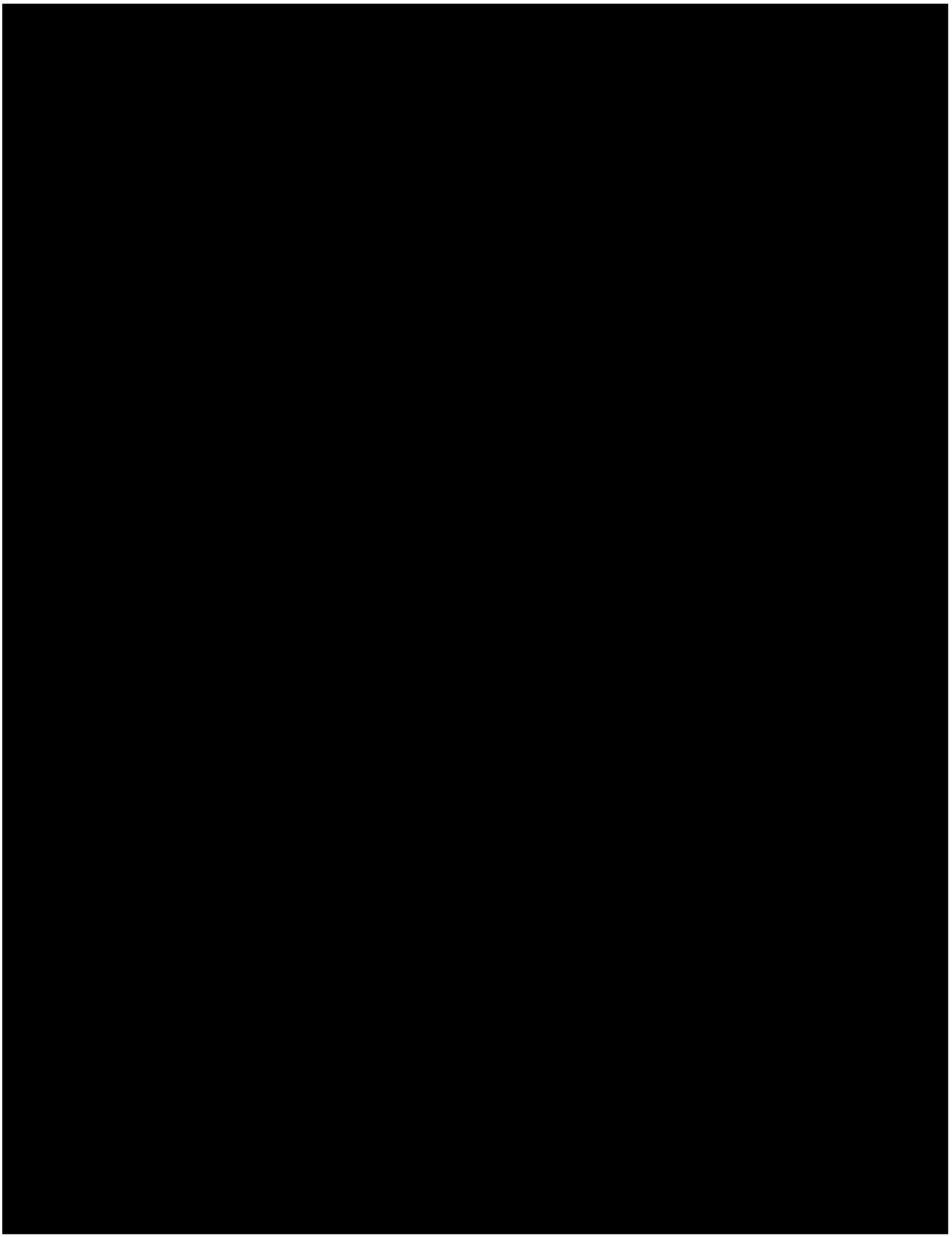

LEGAL PROCEEDINGS

LEGAL PROCEEDING

Legends has no substantive outstanding legal issues. However, we will provide a complete list of any outstanding legal proceedings if we are fortunate enough to be selected but prior to approval.

THE HETTEMA GROUP
67 VALLEY STREET, PASADENA, CA 91105
T. 626 683 9876 . F. 626 683 9117

CLIENT:

LEGENDS
Hospitality, LLC

project:

SEE FOREVER
ONE WORLD OBSERVATORY

NOTICES:

ALL PROJECT ARCHITECTURAL DESIGN, ENGINEERING, CONSTRUCTION, COMMISSIONING, AND COMPLIANCE WITH LOCAL LIFE SAFETY AND BUILDING CODES SHALL BE PROVIDED AND PERFORMED BY LOCALLY LICENSED PROFESSIONALS.

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ISSUE DATE	DESCRIPTION

PHASE:

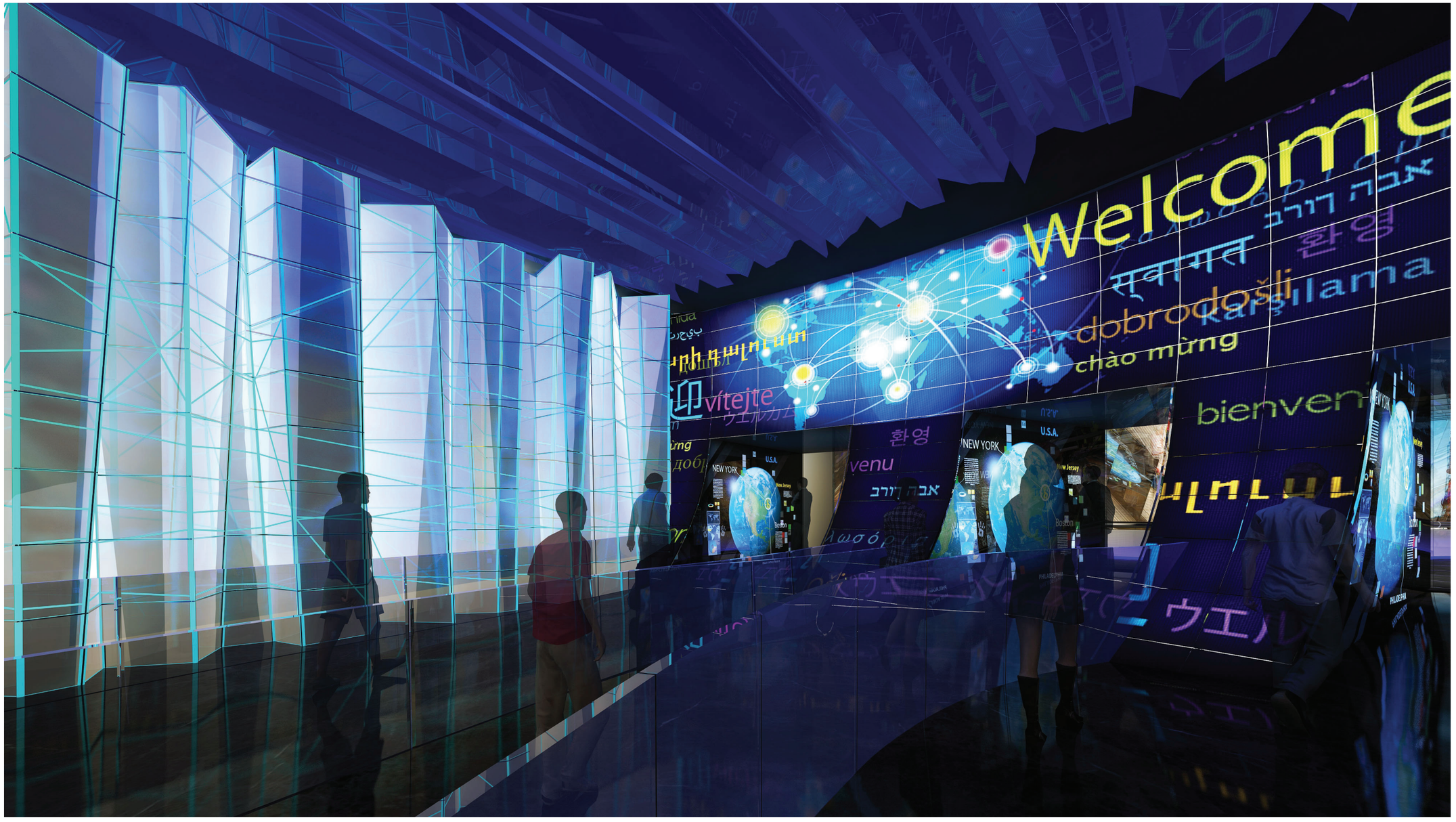
CONCEPT DESIGN

THE HETTEMA GROUP, INC.
PROJECT NO. 4159

DRAWING TITLE:

ENTRANCE MARQUEE

DRAWING NO.



THE HETTEMA GROUP
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ISSUE DATE	DESCRIPTION

PHASE:

CONCEPT DESIGN

THE HETTEMA GROUP, INC.
PROJECT NO. 4159

DRAWING TITLE:

WELCOME LOBBY

DRAWING NO.

THE HETTEMA GROUP
67 VALLEY STREET, PASADENA, CA 91105
T. 626 683 9876 . F. 626 683 9117

CLIENT:

LEGENDS
Hospitality, LLC

project:

SEE FOREVER
ONE WORLD OBSERVATORY

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ISSUE DATE	DESCRIPTION

PHASE:

CONCEPT DESIGN

THE HETTEMA GROUP, INC.
PROJECT NO. 4159

DRAWING TITLE:

WHERE ARE YOU FROM TOUCHSCREEN PANEL

DRAWING NO.

THE HETTEMA GROUP
67 VALLEY STREET, PASADENA, CA 91105
T. 626 683 9876 . F. 626 683 9117

CLIENT:

LEGENDS
Hospitality, LLC

project:

SEE FOREVER
ONE WORLD OBSERVATORY

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PROJECT NO. 4159

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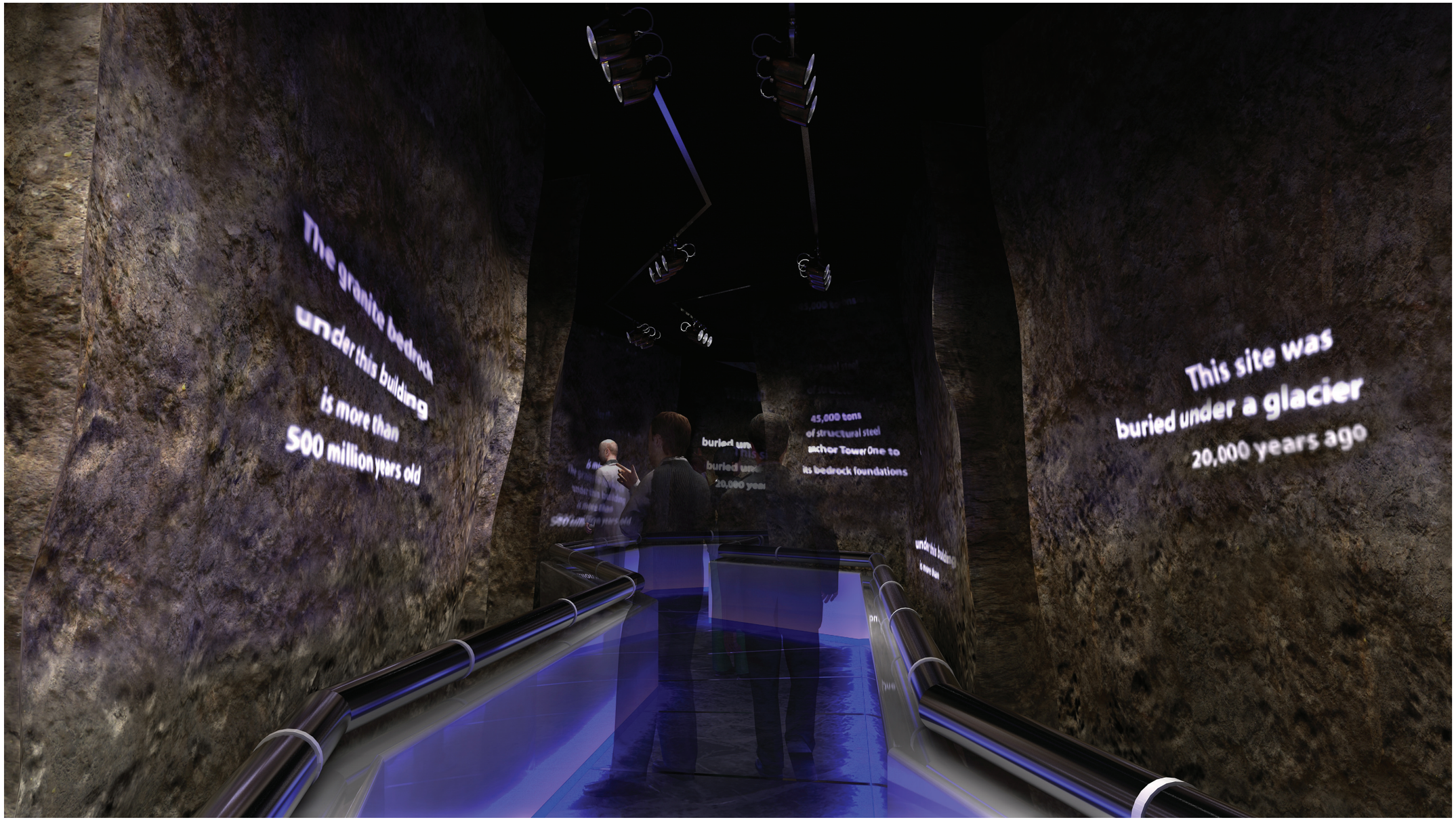

THE HETTEMA GROUP
67 VALLEY STREET, PASADENA, CA 91105
T. 626 683 9876 . F. 626 683 9117

CLIENT:

LEGENDS
Hospitality, LLC

project:

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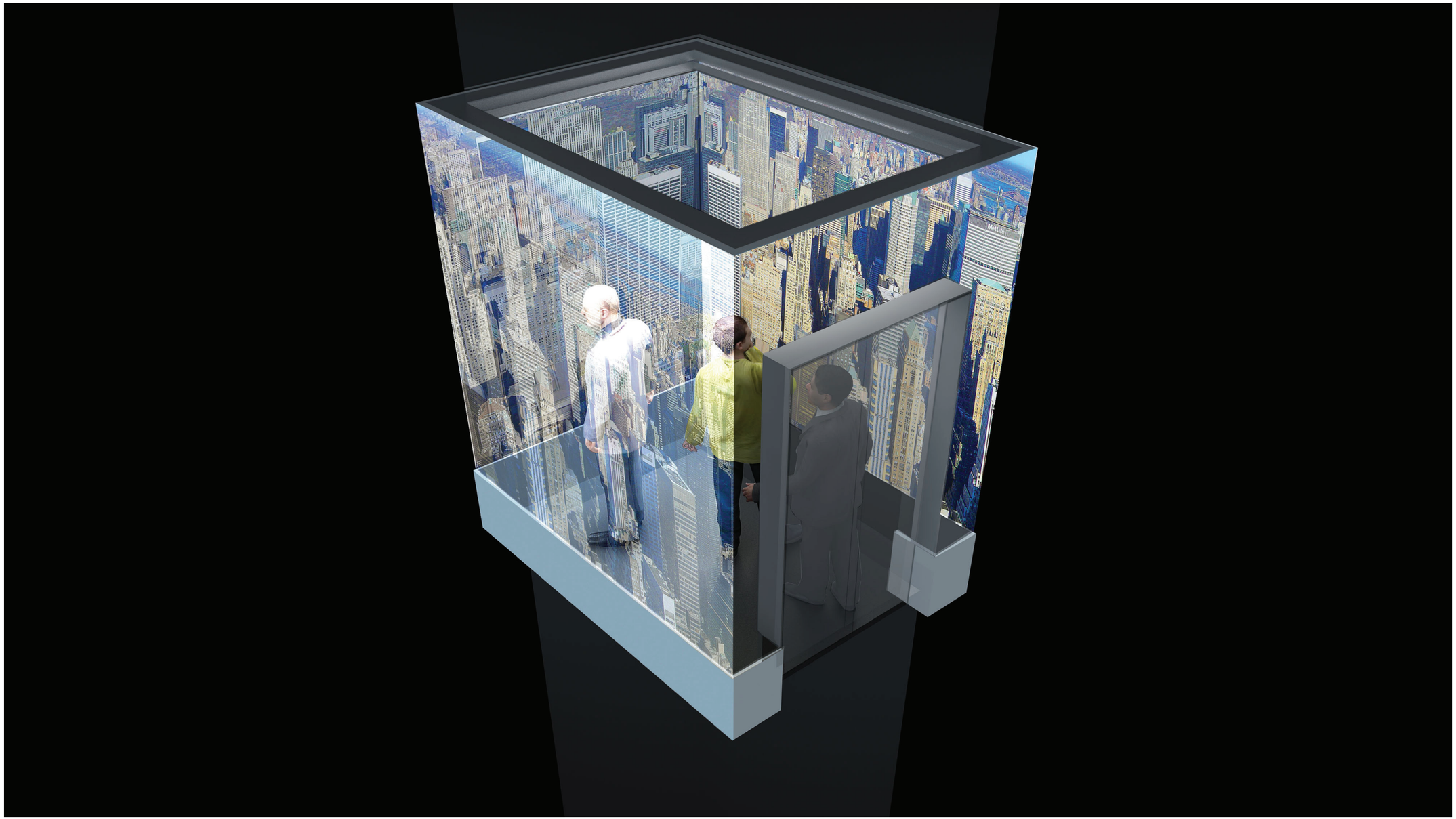

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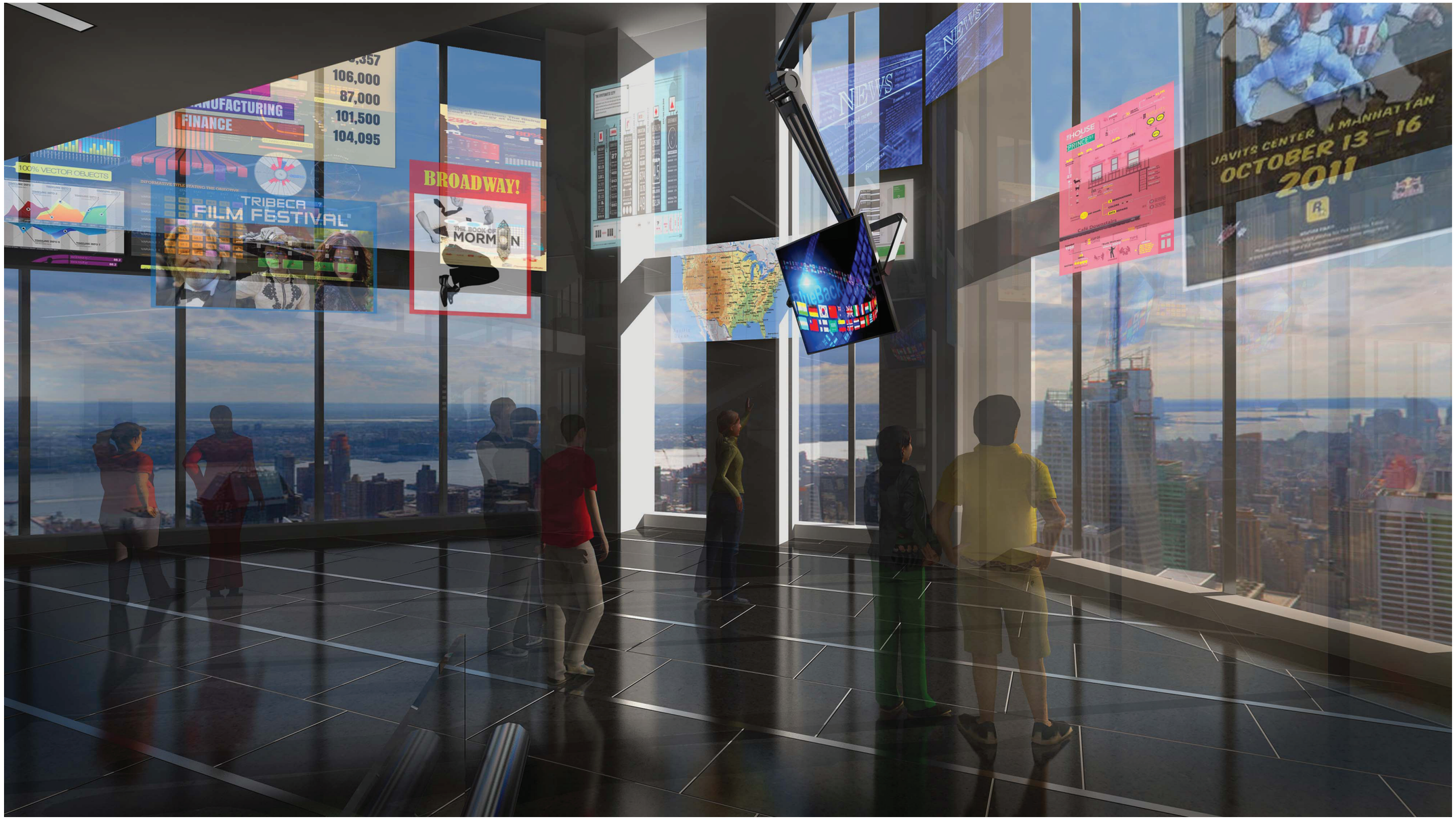

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APPENDIX

One WTC Observation Deck Development and Management RFP

Legends Hospitality, LLC

L E G E N D S

FINANCIAL PROPOSAL TO OWNER

We believe it is important to the success of the *ONE WORLD OBSERVATORY* that Legends business interests are aligned with those of the WTC Owner. Partnership is the cornerstone of all our relationships, and we expect that our business practices will mutually benefit each other. We pledge to be completely transparent in all of our dealings with you and maintain a spirit of cooperation. Our financial proposal reflects these commitments.

As shown in the charts below and in our pro-forma, we propose the following terms:

- **Annual Guarantee of $15.3** million including rent ($14.0mm) and allocated building expenses ($1.3mm). This annual payment is subject to a 3% annual increase.
- **Annual Profit Participation of $21.8** million dollars based on our budgeted first year attendance of 3,163,291. The profit participation is based on a 65%/35% split in favor of the Owner and will increase as revenue increases. This results in a total first year payment of **$37** million for year 2015.
- The above income results in an **NPV of $418.3** million calculated over 15 years, discounted at 6%. We believe our budgeted attendance forecast is very conservative, and therefore carries no risk adjustment.
- For incremental annual attendance between 3,163,291 and 5,250,000 we have calculated an additional risk-adjusted NPV of $94.3 million. This results in a total expected **NPV of $512.6** million for payments made to you over the term.

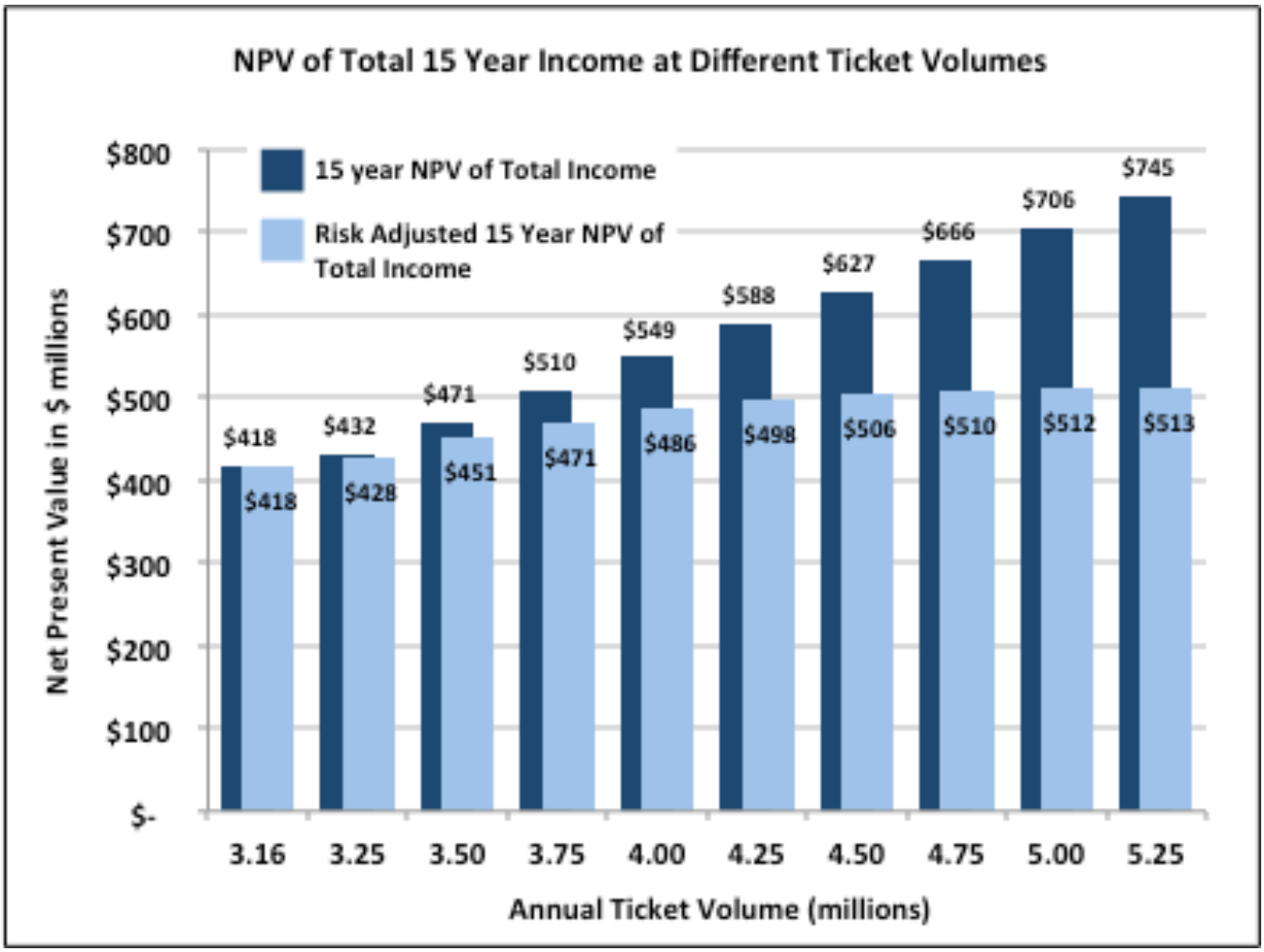
In addition to the above payments, Legends will fully fund all the cost associated with design, construction, preopening, operations, and management of the *ONE WORLD OBSERVATORY*. The following two charts represent the annual payments and their NPV to you:

ONE WORLD OBSERVATORY OWNER INCOME SCENARIOS

	RENT (INCLUDING COMMON CHARGE)		PROFIT PARTICIPATION		TOTAL OWNER INCOME		TOTAL RISK ADJUSTED NPV	
Volume	Year 1 Rent	NPV of Rent (@6%)	Year 1 Profit Share	NPV of Profit Share (@6%)	Total Year 1 Income	Total NPV of Income (@6%)	Confidence	Cumulative Risk Adjusted NPV of Income
3,163,291	15,287,102	189,004,386	21,762,851	229,277,132	37,049,953	418,281,518	100%	418,281,518
3,250,000	15,287,102	189,004,386	22,973,299	242,841,583	38,260,401	431,845,969	70%	9,495,116
3,500,000	15,287,102	189,004,386	26,463,275	281,950,473	41,750,377	470,954,859	60%	23,465,334
3,750,000	15,287,102	189,004,386	29,953,250	321,059,029	45,240,352	510,063,415	50%	19,554,278
4,000,000	15,287,102	189,004,386	33,443,226	360,167,310	48,730,328	549,171,696	40%	15,643,312
4,250,000	15,287,102	189,004,386	36,933,201	399,275,361	52,220,303	588,279,747	30%	11,732,415
4,500,000	15,287,102	189,004,386	40,423,176	438,383,218	55,710,279	627,387,604	20%	7,821,571
4,750,000	15,287,102	189,004,386	43,913,152	477,490,910	59,200,254	666,495,296	10%	3,910,769
5,000,000	15,287,102	189,004,386	47,403,127	516,598,461	62,690,230	705,602,847	5%	1,955,378
5,250,000	15,287,102	189,004,386	50,893,103	555,705,890	66,180,205	744,710,276	2%	782,149
								$12,641,840

Note: Base Case Attendance = 3,163,291; OWNER INCOME = $418MM

Risk adjusted OWNER INCOME for all Scenarios = $512.6mm



We believe very strongly in our ability to make this project an "off the charts success" – that confidence is reflected in Legends' plan to invest $62 million in the attraction. Our planned investment will allow us to create a Guest experience that is one of the best in New York City, and the absolute best of class as compared to other observations decks. Our design, coupled with our plan to invest as necessary to keep the facility sparkling and the show current, will result in an attraction that will sustain an attendance of well over three million annual Guests per year. We plan to be your partner for the long term and would welcome consideration of a longer lease term, or a renewal option at the end of the first 15 years.

We know there are many ways to structure the payment stream to the WTC owners, some of which may be more attractive to you than our proposal. We are open to discussing alternate methods of making these payments.

ONE WTC OBSERVATION DECK
FITOUT COSTS

		Observation Deck		
		Budget	**per GSF**	**Description**
Hard Costs				
Trade Costs		$0	-	
Foundations		$0	-	
Superstructure		$0	-	
Façade		$0	-	
Roofing		$0	-	
Interior Construction		$7,528,680	62.85	Primarily by JRM & THG
Conveying		$682,647	5.70	Primarily by JRM
Mechanical		$0	-	
Plumbing		$175,000	1.46	Primarily by JRM
Fire Protection		$258,949	2.16	Primarily by JRM
HVAC		$1,278,778	10.67	Primarily by JRM
Electrical		$3,783,066	31.58	Primarily by JRM
Equipment		$172,025	1.44	Primarily by JRM
		$0	-	
Sitework		$0	-	
Special Construction		$0	-	
Other		$191,500	1.60	Primarily by JRM
Total Trade Costs		**$14,070,645**	**117.46**	
General Conditions		$803,899	6.71	Primarily by JRM
Construction Management (CM) Fee		$453,881	3.79	Primarily by JRM
Commercial General Liability (CGL) Insurance		$149,796	1.25	Primarily by JRM
Contractor Controlled Insurance Program (CCIP)		$0	-	By Legends
Subguard		$0	-	
Testing & Inspection		$38,500	0.32	Primarily by JRM
Other		$22,500	0.19	Primarily by JRM
Contingency at 17.5 %		$2,719,364	22.70	
Total Hard Costs		**$18,258,585**	**152.41**	

FF&E		**Budget**	**per GSF**	**Description**
Pre-Opening Expenses		$0	-	
All Other		$1,050,000	8.76	By Legends - Opening Event, Liquor License, Other Costs
Allocated Building Expense		$1,275,827	10.65	As per Owner
Staffing		$2,231,250	18.63	By Legends - key Pre-Opening Staff, schedule available
Show - THG		$13,706,575	114.42	By Hettema, not currently broken down By trade
Lighting Design		$0	-	Included in Hettema estimate
Kitchen Equipment		$1,152,248	9.62	By Legends, detailed schedule available
Dining FFE		$472,500	3.94	By Legends - Tables, chairs, smallwares
Security		$382,220	3.19	By Legends, per MASASI detailed estimate - 5 stations
Other OSE		$250,000	2.09	By Legends, lockers, radios, etc
Bar		$200,000	1.67	Casework for back bar
Ticketing and POS		$392,000	3.27	By Legends, per Siriusware detailed estimate
Graphics Design		$0	-	Included in THG estimate
Consultant Reimbursable		$0	-	Included in travel - soft cost
Graphics Material / Installation		$0	-	Included in THG
Exterior Signage		$0	-	Included in THG estimate
Warehousing / Installation		$0	-	Included in equipment costs
Public Space		$0	-	Included in THG and JRM
Equipment		$0	-	Included in items above, below
Other		$150,000	1.25	By JRM
Sales Tax at [x]%		$0	-	Does not apply
Freight at [x]%		$130,000	1.09	Kitchen equip - other included in line items - FOB WTC
Contingency at 17.5 %		$3,743,709	31.25	
Total FF&E		**$25,136,329**	**209.83**	

Soft Costs		**Budget**	**per GSF**	**Description**
Pre-Construction Services Fee		$75,000	0.63	Various consultants
Architect		$725,000	6.05	MADGI
Show Design		$2,250,000	18.78	THG
MEP		$300,000	2.50	Edwards & Zuck
Elevator		$12,000	0.10	TBD
Structural		$100,000	0.83	Severud
Interior Design Consultant		$0	-	Included in MADGI Estimate
Elevator Consultant		$0	-	Included above
Acoustic Consultant		$30,000	0.25	MADGI
Code Consultant		$25,000	0.21	MADGI
AV/Sound Consultant		$100,000	0.83	MADGI
Security Consultant		$50,000	0.42	MADGI
Network Integrator Consultant		$0	-	W/security
Expeditor		$0	-	W/code consultant estimate
LEED Program		$79,000	0.66	JRM/MADGI
Permits and Fees		$80,000	0.67	
Commissioning		$0	-	
Owner's General Liability / Property Insurance		$0	-	With Builders Risk
Builder's Risk Insurance		$335,000	2.80	
Consultant Disbursements		$75,000	0.63	Construction Inspection - bank
Marketing & Advertising		$1,500,000	12.52	Pre-Opening Expense
Legal & Accounting		$500,000	4.17	
Developer Expenses		$240,000	2.00	$8k per month - 30 months
Project Manager		$500,000	4.17	$16.5k per month - 30 months
Development Fees		$3,000,000	25.04	$100k per month - 30 months
Misc. - Consultant Fees		$250,000	2.09	
Misc. - Travel, mostly THG		$1,000,000	8.35	
Soft Cost Contingency at 17.5%		$1,964,550	16.40	
Total Soft Costs		**$13,190,550**	**110.11**	

TOTAL COSTS	**$56,585,463**	**472.35**	
Pre-opening	*$6,057,077*		

ONE WTC OBSERVATION DECK
PRO FORMA ASSUMPTIONS

In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

	Proposer Assumption			
	Unit Value (per ticket)	% Total Sales	Proposer Assumption (Percentage Value)	Proposer Description of Assumptions
Revenue (Net of Sales Tax)				
Annual Attendance		3,163,291	0.25%	Base case ticket volume assumption. Maximum theoretical capacity is 5.3 million. Assume 0.25% volume growth
Average Adult Ticket Price	$ 25.00	84.4%	1.0%	$25.00 Regular adult ticket net price before 8.875% tax; $4.50 senior discount; $9 child discount. Assume 1% per cap sales growth
Global Discount	$ (4.05)	-13.7%	1.0%	20% of tickets will be group sales@$11.50 per ticket; $4.50 senior discount (12.5% of individual ticket mix); $9.00 child discount (12.5% of individual ticket mix). Assume 1% annual growth.
Ancillary Admissions Revenue	$ 2.00	6.7%	1.0%	$20 Fast Pass premium for 10% of tickets. Assume 1% annual growth.
Credit Card and Other Sales Fees	$ (0.56)	-1.9%	1.0%	2.0% of ticket revenue (2.25% fee at 90% mix); 1.5% of other revenue (2.25% fee at 60% mix). Assume 1.0% growth.
Other	$ -	0.0%	0.0%	
	-			
Other Revenue (Net of Sales Tax)				
Food and Beverage	$ 1.75	5.9%	3.0%	$4.00 per guest at lunch with 60% of guests buying; $6.00 per guest at dinner with 60% of guests buying; $2.00 oer guest other times with 25% of guests buying; 3% per cap sales growth
Retail	$ 1.50	5.1%	3.0%	$10.00 average ticket with 15% of guests purchasing; 3% annual per cap sales growth
Photography	$ 0.73	2.5%	1.0%	$10.00 price with 10% of guests buying; 1% annual sales growth
Audio Tours	$ 0.33	1.1%	1.0%	$3.00 price with 15% of guests buying; COGS are 75% of Audio Sales - assumes partnership deal with vendor to provide services; 1% annual sales growth
Special Events	$ 2.37	8.0%	2.0%	100 Events per year; 200 guests per event; $25,000 space usage charge; $25.00 F&B charge per head; COGS are 28.3% of Special Event Sales; 1% annual sales growth
Other	$ -	0.0%		
	-			
Operating Expenses				
Start-up Costs	$ 1.91	6.5%		$6.1M pre-opening costs: $2.2M for labor; $1.7M for Marketing/PR launch costs; $0.9M misc start up costs (liquor license, staff relocation, etc.); $1.3M for full year of building charges
Payroll	$ 5.50	18.5%	2.6%	$17.4M year 1 costs: $9.9M tour operations cost (~190 FTE at avg rate of $20/hr with 25% fringe cost); $4.3M F&B/Retail/Special Events operating cost; $3.2M Management cost; Annual growth ops labor 3.0%; mgmt labor at 2.5%
Marketing & Advertising	$ 1.32	4.5%	1.6%	$4.2M year 1 costs for trade shows, advertising, website, group sales events, etc.; annual growth of 1.6%
Maintenance and Repairs	$ 0.15	0.5%	1.6%	$469k year 1 costs covering all R&M outside of elevator; annual growth of 1.6%
Cleaning	$ 0.15	0.5%	1.6%	$469k year 1 costs for trash removal ... additional janitorial staff in labor costs; annual growth of 1.6%
Utilities	$ 0.34	1.2%	1.6%	$1.1M year 1 costs for electricity, A/C, etc.; annual growth of 1.6%
Insurance	$ 0.15	0.5%	1.6%	$469k in annual insurance premium for liability insurance; annual growth of 1.6%
Professional Services	$ 0.07	0.3%	1.6%	$234k in year 1 professional services for audit, legal, operational consulting, etc.; annual growth of 1.6%
General and Administrative	$ 0.37	1.3%	1.6%	$1.2M in year 1 costs covering employee hiring & training, uniforms, bank fees, ticket system maintenance, paper supplies/ticket stock; annual growth of 1.6%
Security	$ 0.11	0.4%	1.6%	$340M in year 1 for security equipment maintenance, armored car service, annual audit/consulting ... additional security cost in labor; annual growth of 1.6%
Elevators	$ 0.36	1.2%	1.6%	$1.1M in year 1 for elevator maintenance; annual growth of 1.6%
Other	$ 0.37	1.3%	1.6%	$1.2M in year 1 other operating costs/cost contingency; annual growth of 1.6%

	Proposer Assumption		Proposer Assumption	Proposer Description of Assumptions
	Unit Value (per ticket)	% Total Sales	(Percentage Value)	
Allocated Building Expenses				
PILOT	$7.50		3.00%	PSF, increasing at 3% annual growth rate
Sitewide Common Area Maintenance	$3.00		3.00%	PSF, increasing at 3% annual growth rate
Business Improvement District (BID)	$0.15		3.00%	PSF, increasing at 3% annual growth rate
Cost of Goods Sold (COGS)				
Food and Beverage	$ 0.31	1.0%	3.3%	COGS is 17.5% of F&B Sales with Sales mix of 70% non alcoholic beverages (15% COGS); 20% food (25% COGS); 10% alcohol (20% COGS)
Retail	$ 0.60	2.0%	3.3%	COGS is 40% of Retail Sales
Photography	$ 0.55	1.9%	1.3%	COGS are 75% of Photography Sales - assumes partnership deal with vendor to provide services
Audio Tours	$ 0.25	0.8%	1.3%	COGS are 75% of Audio Tour Sales - assumes partnership deal with vendor to provide services
Special Events	$ 0.67	2.3%	2.3%	COGS are 28% of Special event sales
Other	$ -	0.0%	0.0%	
Operator Fee				
Operator Fee (% Cash Flow)	$ 0.77	2.6%	0.0%	$2,450,000 annual management fee flat for life of the contract
Capital Reserves				
Reserves (% Total Revenue)	$ 0.30	1.0%	1.6%	1.0% of Sales deposited into capital reinvestment fund to be jointly directed … unused funds rollover into following year
Other Expenses				
Rent Payments	$ 4.42	14.9%	3.0%	$130 per sq ft for Floors 100-102 & $95 per sq ft for Ground Floor & Basement (inclusive of CAM charges)
[ ]		0.0%		
Financing (A)				
Amortization of Upfront Investment & Startup Costs	$ 1.32	4.4%	0.0%	Straight line amortization of upfront investment & preopening costs
[ ]		0.0%		
Distributions (B)				
OWTC Profit Share	$ 6.88	23.2%		65% of Residual Profit
Legends Profit Share	$ 3.70	12.5%		35% of Residual Profit

Notes
(A) Financing: Indicate what debt structure you propose (if any), and outline major assumptions incl. loan-to-cost % or coverage ratio, term, amortization and interest rate
(B) Distributions: Indicate in what form and to whom excess cash flow will be distributed

ONE WTC OBSERVATION DECK
CAPACITY ASSUMPTIONS

Weekend Daily Throughput

	Projected Demand	*Accommodated Demand*	*Excess Demand*
8am - 9am	-	-	-
9am - 10am	874	874	-
10am - 11am	874	874	-
11am - 12pm	874	874	-
12pm - 1pm	874	874	-
1pm - 2pm	874	874	-
2pm - 3pm	777	777	-
3pm - 4pm	777	777	-
4pm - 5pm	679	679	-
5pm - 6pm	679	679	-
6pm - 7pm	679	679	-
7pm - 8pm	582	582	-
8pm - 9pm	582	582	-
9pm - 10pm	291	291	-
10pm - 11pm	291	291	-
11pm - 12am	-	-	-
Total	**9,707**	**9,707**	**-**

Weekday Daily Throughput

	Projected Demand	*Accommodated Demand*	*Excess Demand*
8am - 9am	-	-	-
9am - 10am	441	441	-
10am - 11am	776	776	-
11am - 12pm	776	776	-
12pm - 1pm	776	776	-
1pm - 2pm	776	776	-
2pm - 3pm	727	727	-
3pm - 4pm	694	694	-
4pm - 5pm	645	645	-
5pm - 6pm	645	645	-
6pm - 7pm	611	611	-
7pm - 8pm	562	562	-
8pm - 9pm	428	428	-
9pm - 10pm	248	248	-
10pm - 11pm	147	147	-
11pm - 12am	-	-	-
Total	**8,251**	**8,251**	**-**

Threshold Assumptions

Elevator Capacity		
Capacity per Hour	225	Assumes 3 stops
Number of Dedicated Elevators	5	
Elevator Capacity per Hour	**1,125**	
Security Capacity		
Number of X-ray Machines	5	
Processing Time per Machine		
Processing Time (sec per visitor)	12	
Visitors per minute	5	
Visitors per hour	300	
Security Capacity per Hour	**1,500**	
Physical Capacity		
Maximum Instant Capacity per Floor	480	
Number of Floors	3	
Average Visitor Stay		
Avg Visitor Length of Stay (mins)	45	
Avg Visitor stay (hours)	0.8	
Physical Capacity per Hour	**1,920**	

Summary

Accommodated Demand - Weekends	9,707
Weekend days per week	2
Accommodated Demand - Weekdays	8,251
Weekdays per week	5

ONE WTC OBSERVATION DECK
SOURCES & USES OF FUNDS

Provide a detailed list of all sources and uses of funds during the construction period.

Sources		Uses	
Operating Cash	$15,000,000	Hard Construction Costs	$18,258,585
Existing Credit Line	$40,000,000	FF&E	$25,136,329
New Debt	$7,585,463	Soft Construction Costs	$13,190,550
		Interest During Construction	$6,000,000
Total Sources	$62,585,463	**Total Uses**	$62,585,463
Equity	*$15,000,000*	*Construction Costs*	*$56,528,386*
Debt	*$47,585,463*	*Pre-opening Costs*	*$6,057,077*

Contact to discuss equity investment:
David Hammer
CFO, Legends Hospitality
dhammer@legendshm.com
973-707-2808

Contact to discuss debt financing:
Lynn Culbreath
SVP, Wells Fargo
lynn.culbreath@wellsfargo.com
813-225-4312

ONE WTC OBSERVATION DECK
PRO FORMA

Assumptions
Annual Revenue Growth Rate
Annual Expense Growth Rate

	CONSTRUCTION PERIOD						
Operating Year	**-2**	**-1**	**1**	**2**	**3**	**4**	**5**
Calendar Year	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**
Revenue							
Admissions Revenue							
Annual Attendance			3,163,291	3,171,199	3,179,127	3,187,075	3,195,043
Average Adult Ticket Price			$ 25.00	$ 25.25	$ 25.50	$ 25.76	$ 26.02
Global Discount			$ (4.05)	$ (4.09)	$ (4.13)	$ (4.17)	$ (4.21)
Effective Ticket Price			$ 20.95	$ 21.16	$ 21.37	$ 21.58	$ 21.80
Net Ticket Revenue			66,270,948	67,100,992	67,941,431	68,792,398	69,654,023
Ancillary Admissions Revenue			6,326,582	6,405,823	6,486,056	6,567,293	6,649,549
Credit Card and Other Sales Fees			-1,778,388	-1,805,999	-1,834,115	-1,862,748	-1,891,909
Other			0	0	0	0	0
Total Admissions Revenue			70,819,142	71,700,815	72,593,372	73,496,944	74,411,663
Other Revenue							
Food and Beverage			5,535,759	5,716,087	5,902,288	6,094,555	6,293,085
Retail			4,744,937	4,899,503	5,059,104	5,223,905	5,394,073
Photography			2,324,347	2,353,460	2,382,937	2,412,783	2,443,003
Audio Tours			1,045,956	1,059,057	1,072,321	1,085,752	1,099,351
Special Events			7,500,000	7,669,125	7,842,064	8,018,902	8,199,729
Other			0	0	0	0	0
Total Other Revenue			21,150,999	21,697,231	22,258,714	22,835,897	23,429,242
Total Revenue			**$91,970,141**	**$93,398,046**	**$94,852,086**	**$96,332,841**	**$97,840,904**
			-	-	-	-	-
Expenses							
Operating Expenses							
Base Rent			$13,973,000	$14,392,190	$14,823,956	$15,268,674	$15,726,735
Start-up Costs		250,000	0	0	0	0	0
Payroll	750,000	1,481,250	17,387,630	17,838,103	18,300,310	18,774,560	19,261,168
Marketing & Advertising		1,500,000	4,178,231	4,243,101	4,309,158	4,376,430	4,444,941
Maintenance and Repairs			468,743	476,020	483,431	490,978	498,664
Cleaning			468,743	476,020	483,431	490,978	498,664
Utilities			1,088,903	1,105,810	1,123,025	1,140,557	1,158,412
Insurance			468,743	476,020	483,431	490,978	498,664
Professional Services			234,371	238,010	241,716	245,489	249,332
General and Administrative			1,173,427	1,191,645	1,210,197	1,229,090	1,248,331
Security			350,000	355,434	360,967	366,603	372,342
Elevators			1,139,517	1,157,209	1,175,225	1,193,572	1,212,257
Other		1,275,827	1,171,857	1,190,051	1,208,578	1,227,445	1,246,660
Total Operating Expenses	750,000	4,507,077	42,103,165	43,139,613	44,203,424	45,295,352	46,416,170
Allocated Building Expenses							
PILOT		898,470	925,424	953,187	981,782	1,011,236	1,041,573
Sitewide Common Area Maintenance		359,388	370,170	381,275	392,713	404,494	416,629
Business Improvement District (BID)		17,969	18,508	19,064	19,636	20,225	20,831
Total Allocated Building Expenses		1,275,827	1,314,102	1,353,525	1,394,131	1,435,955	1,479,034
Cost of Goods Sold (COGS)							
Food and Beverage			968,758	1,000,315	1,032,900	1,066,547	1,101,290
Retail			1,897,975	1,959,801	2,023,642	2,089,562	2,157,629
Photography			1,743,260	1,765,095	1,787,202	1,809,587	1,832,252
Audio Tours			784,467	794,293	804,241	814,314	824,514
Special Events			2,118,750	2,166,528	2,215,383	2,265,340	2,316,423
Other			0	0	0	0	0
Total COGS			7,513,210	7,686,031	7,863,369	8,045,350	8,232,108
			-	-	-	-	-
Operator Fee							
Operator Fee (% Cash Flow)			2,450,000	2,450,000	2,450,000	2,450,000	2,450,000
Operator Fee			2,450,000	2,450,000	2,450,000	2,450,000	2,450,000
			-	-	-	-	-
Capital Reserves							
Reserves (% Total Revenue)			937,485	952,040	966,862	981,956	997,328
Capital Reserves			937,485	952,040	966,862	981,956	997,328
			-	-	-	-	-
Other Expenses			0	0	0	0	0
Total Expenses	**$750,000**	**$5,782,905**	**$54,317,962**	**$55,581,210**	**$56,877,786**	**$58,208,613**	**$59,574,640**
Net Operating Income (NOI)	**-$750,000**	**-$5,782,905**	**$37,652,179**	**$37,816,836**	**$37,974,300**	**$38,124,228**	**$38,266,265**
Financing (A)							
Interest during Construction	3,000,000	3,000,000					
Amort of Investment & Preopening (interest covered out of Legends profit)			4,170,869	4,170,869	4,170,869	4,170,869	4,170,869
Total Financing Costs	**$3,000,000**	**$3,000,000**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**
Net Cash Flow	**-$3,750,000**	**-$8,782,905**	**$33,481,309**	**$33,645,967**	**$33,803,431**	**$33,953,358**	**$34,095,395**
Distributions (B)							
OWTC Profit Share			21,762,851	21,869,878	21,972,230	22,069,683	22,162,007
Legends Profit Share			11,718,458	11,776,088	11,831,201	11,883,675	11,933,388

Notes:
(A) Financing: Indicate what debt structure you propose (if any), and outline major assumptions including loan-to-cost % or coverage ratio, term, amortization and interest rate
(B) Distributions: Indicate in what form and to whom excess cash flow will be distributed

	OPERATING PERIOD								
6 2020	7 2021	8 2022	9 2023	10 2024	11 2025	12 2026	13 2027	14 2028	15 2029
3,203,030	3,211,038	3,219,066	3,227,113	3,235,181	3,243,269	3,251,377	3,259,506	3,267,654	3,275,823
$ 26.28	$ 26.54	$ 26.80	$ 27.07	$ 27.34	$ 27.62	$ 27.89	$ 28.17	$ 28.45	$ 28.74
$ (4.26)	$ (4.30)	$ (4.34)	$ (4.39)	$ (4.43)	$ (4.47)	$ (4.52)	$ (4.56)	$ (4.61)	$ (4.66)
$ 22.02	$ 22.24	$ 22.46	$ 22.69	$ 22.91	$ 23.14	$ 23.37	$ 23.61	$ 23.84	$ 24.08
70,526,439	71,409,783	72,304,191	73,209,801	74,126,753	75,055,191	75,995,257	76,947,098	77,910,860	78,886,694
6,732,834	6,817,163	6,902,548	6,989,002	7,076,540	7,165,173	7,254,917	7,345,785	7,437,791	7,530,949
-1,921,609	-1,951,862	-1,982,679	-2,014,073	-2,046,057	-2,078,645	-2,111,851	-2,145,688	-2,180,171	-2,215,315
0	0	0	0	0	0	0	0	0	0
75,337,664	76,275,084	77,224,060	78,184,730	79,157,236	80,141,719	81,138,323	82,147,195	83,168,480	84,202,328
6,498,083	6,709,758	6,928,328	7,154,018	7,387,061	7,627,694	7,876,166	8,132,732	8,397,656	8,671,210
5,569,785	5,751,221	5,938,567	6,132,016	6,331,766	6,538,023	6,751,000	6,970,913	7,197,991	7,432,465
2,473,602	2,504,583	2,535,953	2,567,716	2,599,877	2,632,440	2,665,412	2,698,796	2,732,598	2,766,824
1,113,121	1,127,063	1,141,179	1,155,472	1,169,945	1,184,598	1,199,435	1,214,458	1,229,669	1,245,071
8,384,632	8,573,706	8,767,043	8,964,740	9,166,895	9,373,608	9,584,983	9,801,124	10,022,140	10,248,139
0	0	0	0	0	0	0	0	0	0
24,039,223	24,666,331	25,311,070	25,973,962	26,655,543	27,356,364	28,076,996	28,818,024	29,580,054	30,363,709
$99,376,887	**$100,941,415**	**$102,535,130**	**$104,158,692**	**$105,812,778**	**$107,498,083**	**$109,215,319**	**$110,965,219**	**$112,748,534**	**$114,566,037**
-	-	-	-	-	-	-	-	-	-
$16,198,537	$16,684,493	$17,185,028	$17,700,578	$18,231,596	$18,778,544	$19,341,900	$19,922,157	$20,519,822	$21,135,416
0	0	0	0	0	0	0	0	0	0
19,760,460	20,272,766	20,798,429	21,337,798	21,891,234	22,459,106	23,041,793	23,639,682	24,253,175	24,882,679
4,514,721	4,585,798	4,658,201	4,731,960	4,807,106	4,883,670	4,961,684	5,041,183	5,122,199	5,204,769
506,492	514,466	522,589	530,864	539,294	547,884	556,636	565,555	574,644	583,907
506,492	514,466	522,589	530,864	539,294	547,884	556,636	565,555	574,644	583,907
1,176,597	1,195,121	1,213,990	1,233,213	1,252,797	1,272,750	1,293,082	1,313,800	1,334,914	1,356,433
506,492	514,466	522,589	530,864	539,294	547,884	556,636	565,555	574,644	583,907
253,246	257,233	261,295	265,432	269,647	273,942	278,318	282,777	287,322	291,953
1,267,928	1,287,889	1,308,223	1,328,938	1,350,042	1,371,544	1,393,454	1,415,781	1,438,534	1,461,723
378,187	384,141	390,206	396,385	402,679	409,093	415,628	422,287	429,074	435,991
1,231,288	1,250,672	1,270,419	1,290,535	1,311,029	1,331,910	1,353,187	1,374,868	1,396,963	1,419,482
1,266,231	1,286,166	1,306,473	1,327,160	1,348,235	1,369,709	1,391,590	1,413,886	1,436,609	1,459,767
47,566,673	48,747,679	49,960,030	51,204,590	52,482,248	53,793,919	55,140,543	56,523,086	57,942,542	59,399,934
1,072,820	1,105,005	1,138,155	1,172,300	1,207,469	1,243,693	1,281,003	1,319,433	1,359,016	1,399,787
429,128	442,002	455,262	468,920	482,987	497,477	512,401	527,773	543,607	559,915
21,456	22,100	22,763	23,446	24,149	24,874	25,620	26,389	27,180	27,996
1,523,405	1,569,107	1,616,180	1,664,665	1,714,605	1,766,044	1,819,025	1,873,596	1,929,803	1,987,698
1,137,164	1,174,208	1,212,457	1,251,953	1,292,736	1,334,846	1,378,329	1,423,228	1,469,590	1,517,462
2,227,914	2,300,488	2,375,427	2,452,806	2,532,706	2,615,209	2,700,400	2,788,365	2,879,196	2,972,986
1,855,201	1,878,438	1,901,965	1,925,787	1,949,908	1,974,330	1,999,059	2,024,097	2,049,449	2,075,118
834,841	845,297	855,884	866,604	877,458	888,449	899,576	910,844	922,252	933,803
2,368,659	2,422,072	2,476,690	2,532,539	2,589,648	2,648,044	2,707,758	2,768,818	2,831,254	2,895,099
0	0	0	0	0	0	0	0	0	0
8,423,779	8,620,502	8,822,423	9,029,690	9,242,456	9,460,879	9,685,122	9,915,352	10,151,741	10,394,468
-	-	-	-	-	-	-	-	-	-
2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000
2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000
-	-	-	-	-	-	-	-	-	-
1,012,985	1,028,933	1,045,178	1,061,728	1,078,588	1,095,767	1,113,272	1,131,109	1,149,287	1,167,814
1,012,985	1,028,933	1,045,178	1,061,728	1,078,588	1,095,767	1,113,272	1,131,109	1,149,287	1,167,814
-	-	-	-	-	-	-	-	-	-
0	0	0	0	0	0	0	0	0	0
$60,976,841	**$62,416,221**	**$63,893,811**	**$65,410,673**	**$66,967,898**	**$68,566,609**	**$70,207,961**	**$71,893,142**	**$73,623,374**	**$75,399,914**
$38,400,046	**$38,525,194**	**$38,641,319**	**$38,748,020**	**$38,844,881**	**$38,931,474**	**$39,007,358**	**$39,072,077**	**$39,125,160**	**$39,166,123**
4,170,869	4,170,869	4,170,869	4,170,869	4,170,869	4,170,869	4,170,869	4,170,869	4,170,869	4,170,869
$4,170,869	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**	**$4,170,869**
$34,229,177	**$34,354,325**	**$34,470,450**	**$34,577,150**	**$34,674,011**	**$34,760,605**	**$34,836,489**	**$34,901,207**	**$34,954,291**	**$34,995,253**
22,248,965	22,330,311	22,405,792	22,475,148	22,538,107	22,594,393	22,643,718	22,685,785	22,720,289	22,746,915
11,980,212	12,024,014	12,064,657	12,102,003	12,135,904	12,166,212	12,192,771	12,215,423	12,234,002	12,248,339

ONE WORLD TRADE CENTER OBSERVATION DECK INCOME SCENARIOS

Volume	Year 1 Rent	NPV of Rent (@6%)	Year 1 Profit Share	Incr Y1 Profit Share to Prior Scen	NPV of Profit Share (@6%)	Incr NPV of Profit Share to Prior Scen	Total Year 1 Income	Incr Y1 Total Income Prior Scen	Total NPV of Income (@6%)	Incr NPV Total Income to Prior Scen	Confidence	Cumulative Risk Adjusted NPV of Income	Likelihood	Risk Adjusted NPV of Income
3,163,291	15,287,102	189,004,386	21,762,851	-	229,277,132	-	37,049,953	-	**418,281,518**	-	100%	418,281,518	25.0%	104,570,379
3,250,000	15,287,102	189,004,386	22,973,299	1,210,448	242,841,583	13,564,451	38,260,401	1,210,448	431,845,969	13,564,451	70%	9,495,116	20.0%	86,369,194
3,500,000	15,287,102	189,004,386	26,463,275	3,489,975	281,950,473	39,108,890	41,750,377	3,489,975	470,954,859	39,108,890	60%	23,465,334	10.0%	47,095,486
3,750,000	15,287,102	189,004,386	29,953,250	3,489,975	321,059,029	39,108,556	45,240,352	3,489,975	510,063,415	39,108,556	50%	19,554,278	10.0%	51,006,342
4,000,000	15,287,102	189,004,386	33,443,226	3,489,975	360,167,310	39,108,281	48,730,328	3,489,975	549,171,696	39,108,281	40%	15,643,312	10.0%	54,917,170
4,250,000	15,287,102	189,004,386	36,933,201	3,489,975	399,275,361	39,108,051	52,220,303	3,489,975	588,279,747	39,108,051	30%	11,732,415	5.0%	29,413,987
4,500,000	15,287,102	189,004,386	40,423,176	3,489,975	438,383,218	39,107,857	55,710,279	3,489,975	627,387,604	39,107,857	20%	7,821,571	5.0%	31,369,380
4,750,000	15,287,102	189,004,386	43,913,152	3,489,975	477,490,910	39,107,692	59,200,254	3,489,975	666,495,296	39,107,692	10%	3,910,769	5.0%	33,324,765
5,000,000	15,287,102	189,004,386	47,403,127	3,489,975	516,598,461	39,107,551	62,690,230	3,489,975	705,602,847	39,107,551	5%	1,955,378	5.0%	35,280,142
5,250,000	15,287,102	189,004,386	50,893,103	3,489,975	555,705,890	39,107,429	66,180,205	3,489,975	744,710,276	39,107,429	2%	782,149	5.0%	37,235,514
												512,641,840	100%	**510,582,359**

ONE WORLD TRADE CENTER OBSERVATION DECK COST BUILD - BUILD OUT/PRE-OPENING COST PROJECTION

Month	Increment Spend	% of Total	Cumulative Spend	% of Total
May-12	897,772	1.59%	897,772	1.59%
Jun-12	497,689	0.88%	1,395,461	2.47%
Jul-12	497,689	0.88%	1,893,150	3.35%
Aug-12	497,689	0.88%	2,390,839	4.23%
Sep-12	697,731	1.23%	3,088,570	5.46%
Oct-12	697,731	1.23%	3,786,301	6.69%
Nov-12	797,751	1.41%	4,584,052	8.10%
Dec-12	797,751	1.41%	5,381,803	9.51%
Jan-13	897,772	1.59%	6,279,576	11.10%
Feb-13	897,772	1.59%	7,177,348	12.68%
Mar-13	897,772	1.59%	8,075,120	14.27%
Apr-13	934,546	1.65%	9,009,666	15.92%
May-13	813,406	1.44%	9,823,072	17.36%
Jun-13	897,110	1.59%	10,720,182	18.95%
Jul-13	980,814	1.73%	11,700,996	20.68%
Aug-13	1,217,629	2.15%	12,918,625	22.83%
Sep-13	1,217,629	2.15%	14,136,254	24.98%
Oct-13	1,774,963	3.14%	15,911,217	28.12%
Nov-13	1,774,963	3.14%	17,686,181	31.26%
Dec-13	1,942,371	3.43%	19,628,552	34.69%
Jan-14	1,942,371	3.43%	21,570,923	38.12%
Feb-14	3,626,551	6.41%	25,197,474	44.53%
Mar-14	4,557,638	8.05%	29,755,112	52.58%
Apr-14	3,750,441	6.63%	33,505,553	59.21%
May-14	4,503,776	7.96%	38,009,328	67.17%
Jun-14	2,566,365	4.54%	40,575,693	71.71%
Jul-14	3,595,598	6.35%	44,171,291	78.06%
Aug-14	3,177,079	5.61%	47,348,370	83.68%
Sep-14	2,856,560	5.05%	50,204,930	88.72%
Oct-14	2,619,745	4.63%	52,824,674	93.35%
Nov-14	1,921,817	3.40%	54,746,491	96.75%
Dec-14	1,838,972	3.25%	56,585,463	100.00%
	56,585,463			
2012	5,381,803	9.51%	5,381,803	9.51%
2013	14,246,748	25.18%	19,628,552	34.69%
2014	36,956,911	65.31%	56,585,463	100.00%
Q2 12	1,395,461	2.47%	1,395,461	2.47%
Q3 12	1,693,109	2.99%	3,088,570	5.46%
Q4 12	2,293,233	4.05%	5,381,803	9.51%
Q1 13	2,693,316	4.76%	8,075,120	14.27%
Q2 13	2,645,062	4.67%	10,720,182	18.95%
Q3 13	3,416,072	6.04%	14,136,254	24.98%
Q4 13	5,492,298	9.71%	19,628,552	34.69%
Q1 14	10,126,560	17.90%	29,755,112	52.58%
Q2 14	10,820,581	19.12%	40,575,693	71.71%
Q3 14	9,629,237	17.02%	50,204,930	88.72%
Q4 14	6,380,534	11.28%	56,585,463	100.00%

ONE WTC OBSERVATION DECK
STACKING PLAN

Fill in programming components in grey cells below.

Use			Height		Area			
Floor #	Elevat. Bank	Program	Floor Heights	Floor to Floor	(G) Gross Floor Area (GSF)	(D) Core Deduction	(U) Useable Area U=G-D	(E) Efficiency E=U/G
102	J	Preshow/Observatory	1268'-4"	25'-0"	26,569	5,418	21,151	80%
101	J	Food & Beverage	1254'-2"	14'-2"	19,755	5,408	14,347	73%
100	J	Observatory	1241'-8"	12'-6"	27,744	5,397	22,347	81%
Total Observation Deck Area					**74,068**	**16,223**	**57,845**	
Ground		Entry & Queue	311'-2"	55'-2"	9,938	2,684	7,254	73%
B-2		Ticketing, Security, Preshow	284'-0"	14'-0"	35,790	9,663	26,127	73%
Total Lobby & Back-of-House Area					**45,728**	**12,347**	**33,381**	

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www.ripleys.com

YOUR TICKET TO WORLDS OF ENTERTAINMENT!

• Ripley's Believe It or Not! Pty. Limited • Ripley's Attractions Inc. • Ripley Entertainment Inc. • Ripley's Aquarium (Gatlinburg) LLC • Ripley's Aquarium (Myrtle Beach) Inc. •
• Ripley Leisure Management Inc. • Louis Tussaud's Wax Museum (Blackpool) A/S • Jim Pattison Entertainment Limited • Jim Pattison U.S.A. Inc. •

Ripley's is a world leader in the design, construction and operation of major aquariums. The company designed, developed, constructed and operated both Ripley's Aquarium in Myrtle Beach, SC and Ripley's Aquarium of the Smokies in Gatlinburg, Tennessee, #1 and #2 family attractions in South Carolina and Tennessee respectively. The company also constructed and operated the $130 million Great Wolf Lodge Water Park Resort in Niagara Falls, Ontario. Currently, the company is building the $130 million Ripley's Aquarium of Canada, at the base of the CN Tower, in Toronto, Ontario with an opening date of June 2013. Ripley's controls all aspects of its projects and is one of the most successful major aquarium developer, owner and operators in the world.

For this project, Ripley Entertainment Inc. will be submitting the request for proposal as a single entity. As a designer, constructor and operator of museums and aquariums, we have a proven track record for creating a world class entertainment experience.

Ripley's will ensure that the One World Trade Center Observation deck will be the cutting edge, world-class example of what an observation deck experience should be. Not only should this experience allow visitors to take in breath taking views of New York City, but this will provide guests with a new, entertaining family experience for them to remember.

In an effort to make the One World Trade Center Observation Deck a unique and entertaining experience, we propose to add an all new Guinness World Records attraction. This attraction, based on one of the world's most credible brands, provides unique family entertainment with a skillful blend of advanced technology and the basic philosophy of recognizing achievements by groups and individuals. In addition, through a unique process approved by Guinness, each visitor to One World Trade Center will participate in a contributory record attempt assuring each and every visitor leaves with the memory of setting a Guinness World Record.

In summary, we are an experienced, world-class attraction operator that will bring a unique and entertaining approach to the Observation Deck, and our strong corporate structure will allow self-financing of the project. We understand and are respectful of the One World Trade Center Tower and what it represents not only to New York City but to The United States of America and the world.

Yours Truly,

Jim Pattison Jr.
President
Ripley Entertainment Inc.

2. Agreement on Terms of Discussion

The Proposal is being submitted by Ripley Entertainment Inc. on behalf of a new wholly owned legal entity to be formed for purposes of this project.

The Proposal is subject to Ripley's negotiation, approval (in Ripley's sole discretion) and execution of all necessary and applicable agreements with respect to the project, including the lease for the premises.

3. Non-Disclosure Agreement

4. Certification of Information

5. Executive Summary

Business Concept

At the heart of the financial center at the tip of Manhattan, The One World Trade Center Observation Deck will be at the forefront as one of the worlds most visited tourist attractions. At Ripley's, with our experience in entertaining families for over 90 years, our expertise in the attractions industry will make a partnership that will offer its guests an enjoyable experience of a life-time.

Not only will we operate a world-class observation deck with plenty of exhibits and interactives that are sure to entertain guests, but we will also offer as an additional attraction to the venue, an all-new Guinness World Records Museum. This highly interactive attraction will feature multiple exhibits that will inform the visitor about amazing world records that are related to the great city of New York as well as offer chances for them to participate in achieving their own world record!

Not only this, but there will also be additional purchasing opportunities for our guests, including a New York themed food and beverage center that will feature cuisine that is famous to New York City. At Ripley's, we have experience and knowledge in the food and beverage industry since we operate two highly popular cafés at both of our world famous Aquariums.

We will also offer a photo op experience for our guests so that they will remember their trip to The One World Trade Center Observation Deck for a lifetime. We currently operate photo businesses at several of our attractions and we know that this business will be a necessity for The Observation Deck. Once our guest has experienced the entire attraction and has taken in all the breath taking views from over one thousand feet up, they will then have the opportunity to purchase their photo at our premium gift shop. Not only will they have an opportunity to purchase their photo but they will get a chance to purchase fun and attractive souvenirs in the gift shop.

Business Plan

New York City attracts over 50 million tourists a year and based on historic capture rates at our attractions, we believe that The World One Trade Center Observation deck will achieve an annual attendance of **three million** visitors and generate revenues of over **$90 million** a year. This will be achieved by an aggressive marketing and advertising budget that we are proposing in order to get recognition for the One World Trade Center Observation Deck. Our specialty is selling tickets and that will be our focus first and foremost.

We realize that the observation deck industry in New York is very competitive as the Empire State Building and the Top of The Rock Observation deck are highly popular tourist draws as well. However, we believe that we can bring a big competitive advantage to the One World Trade Center Observation Deck by featuring attraction style entertainment that includes our Guinness World Records museum and also featuring highly entertaining interactive exhibits throughout.

Furthermore, we have tremendous experience in running retail gift shops, photo opportunities and food and beverage cafés. These businesses alone generate tens of millions in revenue for our company.

Technical Proposal

As a designer, constructor, operator and manager of all of our famous attractions, we control the entire span of the project management process. This ensures that all of our attractions hold up to a premium quality that is synonymous with Ripley Entertainment.

Management Proposal

As a wholly owned subsidiary of the Jim Pattison Group, Canada's third largest privately owned company, we have a tremendous advantage of receiving backing from a large, well respected company. Additionally, our management team has experience in the design, construction and management of our state-of-the-art aquariums. This team will be an integral part in helping develop a world-class attraction at the One World Trade Center Observation Deck.

6. Background Qualification Questionnaire

7. Concept, Business Plan and Financial Proposal for the Venue

A.1- Business Concept

The One World Trade Center Observation Deck will be the frontrunner of observation decks in New York City and the World. Ripley's believes that the guests of the One World Trade Center Observation deck should walk away from the experience with an appreciation for not only the entire New York City Skyline but also with the knowledge that they have experienced what no other observation deck in the world can offer.

Imagine guests entering the main lobby of the One World Trade Center Tower. Directly ahead they notice signage indicating the One World Trade Center Observation Deck and are greeted by a staff member, who instructs them to take the escalators or elevators to the B2 basement level. Upon arrival, guest will queue in line to the ticket counter, where there will be exhibits that entertain guest by giving them historical and informative descriptions of New York City.

As the guests pass through security, they will ride the high-speed elevators, which in itself will be an attraction. It will provide a transparent view through the elevator that will give an exciting and entertaining thrill ride that will make the guest feel like they are riding a glass elevator. LCD screen paneling will be installed on the roof and walls of the elevator, building excitement and anticipation for the One World Trade Center Observation Deck experience. Once the elevator doors open, the very first thing they will see are the breath taking views of the city, which will add to the "wow" factor of the experience. After this, a video hologram of a famous New Yorker will greet viewers and give them an informative presentation for them. We have extensive experience in hologram technology as this feature has been implemented in our museums. Once the hologram presentation is over, there will then be an opportunity to span the entire circumference of the floor, taking in a 360 view of the city below.

In regards to programming, Ripley's would develop a smart phone app that could be installed to users smart phones that would give guests a narrated and visual tour of the New York Sky line as they are on the One World Trade Center Observation Deck looking out at the city. A user of the app would simply point the phone in the direction of the skyline and then informative

descriptions of various landmarks and buildings would be displayed on the device, giving the user a unique and interactive experience of what he or she is viewing in the skyline of the city. Also, this app would be a great educational tool and could be used for school groups touring the One World Trade Center Observation Deck. This would be a great way of advertising as well as enticing school and tour groups to attend the deck.

The app could also be integrated across multiple social network platforms that will enable users to check in and identify their current location and post comments with pictures. Thus, this would be a great form of free advertising for the One World Trade Center Observation Deck.

Since we realize that not all visitors will have the capabilities to use this smart phone app, there will be alternative forms of media and interactive displays that will be available. Brochures will be sold at the main ticket counter on basement level B2. There will be two different brochures that will be sold. First, there will be the One World Trade Center Observation Deck brochure that will give a high level overview of what part or section of town the visitor is viewing as they look out towards the north, south, east and west sections of town. Furthermore, there will be a second brochure used for people wanting to visit the Guinness Museum. Contained in this brochure will be a map that gives a layout of the museum, along with descriptions of the interactive exhibits they will be able to participate and compete in for various record achievement opportunities.

Furthermore, Ripley's feels that there should also be programming exhibits stationed within the observation level that would be placed along some of the windows of the deck. These exhibits would contain flat panel LCD screens that would replicate the real-life views that the visitor would see when looking out onto the city. These exhibits would be interactive and allow the user to operate them as a touch screen information center. The user would simply touch a particular landmark, building or section of town depending on which direction he or she is lookout out from. A pop up window will appear and give detailed information about the user's selection. The site description would give a detailed account of what they are looking at along with historical information pertaining to the particular site. This will be a unique experience for the visitor as this feature will give them a sense of the historical significance surrounding them, thus enhancing the experience and making the occasion more enjoyable.

Additional Revenue

Additionally, there will be ancillary revenue generators in order to maximize profits. One such opportunity, allows visitors to participate in a photo op. Before the visitors embark for the elevators for the One World Trade Center Observation Deck, there will be a photo taken of each group in front of a green screen. When the visitors are done with their tour, they will have an opportunity to purchase their photo showing a backdrop of the New York Cit skyline as they exit through the gift shop.

Also, while visiting the gift shop guest have an opportunity to purchase souvenirs from the various attractions. The location for the gift shop would be strategically placed at the exit of the building on the basement B2 level, so that visitors must pass through before leaving the One World Trade Center.

Since the average guest duration of time at the One World Trade Center Observation Deck and Guinness museum is estimated to be 90 minutes long, there will be food and beverage stations that will give visitors to these areas a chance to relax and enjoy the scenery. The meals provided will be quick order style food that is typical to New York City. Such menus could include but are not limited to New York Style Pizza and vendor style hot dogs, bagels and deli sandwiches, which are synonymous with the city.

A.2 Design Concept

A visit to One World Trade Center's Observation Deck

LEVEL B-2 and 1st Floor

As you exit the 'E' train at the World Trade Center Station and make your way underground towards the lower level it becomes clear that you are entering a different place. The underground concourse and shops are a world of their own and have a clean contemporary feel. As you get closer to the entrance lobby for the One World Trade Center Observation Experience the excitement and the pace becomes more frenetic. You can feel the heartbeat of the City pumping, in this underground level you realize that you are in the heart of a New Yorker's world. That intersection where commuters from the City and the outer boroughs, New Jersey and points far and wide converge generating excitement and a quickened pace of activity at the City's newest icon, its newest symbol for the City that never sleeps, One World Trade Center Tower. You now realize that you are about to experience the City from downtown as few have for over a decade, from the tallest point in the City.

Many have arrived from the from the 2 story escalators descending from the west lobby entrance on the main ground floor of the WTC. The central feature of this arrival experience is a specially commissioned signature New York themed sculpture. This one of a kind art piece becomes a precursor for the one of a kind experience that is just beginning.

Upon entrance to the New York Observation Experience the sights and sounds of New York immediately immerse you. Colorful screens composed of a montage of iconic New York buildings and landmarks surrounds you while a golden age Broadway marquee draws you through the gathering hall to the ticket counter. The traditionally styled ticket counter greets you and it is brimming with the latest technology for ticket sales and guest registration. Here you are invited to plan out your visit to the observation deck as well as the Guinness World Records Attraction. You purchase your ticket and download your optional smart phone and tablet computer app that integrates with the on-site Wi-Fi network.

After passing through the representation of Greenwich Village's Washington Square Arch you are greeted by a self-directed multimedia introduction and event tour of New York City and the construction of the new World Trade Center and One World Trade Center Tower. The science and technology that made the center possible is evident, a children's interactive exhibit and activity center entertains and educates the kids on the significance of this experience. With your newly downloaded custom One World Trade Center smart phone app, you can interact hands-free with the exhibits. Presentation monitors and 3-D representations of the center and downtown provide both a point of reference as well as a tiny introduction of what is to come. A "green screen" photo experience will allow you to insert yourself in one of many backgrounds. Each photograph can be individually modified and manipulated at the Remembrance Station on the Observation deck. As you make your way to the security stations you discover the animated holographic image of famous New Yorkers. You are invited to participate in the Trivia Challenge using you smart phone or the adjacent pouch pad you are tested to discover your NY trivia IQ. Compare your high score against the other guests over the last week to see who may be the New York expert. At the end of the exhibit you pass through to the security checkpoint to make way to the 100th floor.

While waiting in your small groups for your high-speed elevator to the Observation Decks individual monitors along the walls and suspended from the ceiling provides series of changing personal profiles of the people who have made the Freedom Tower Possible. From design architect, engineer, construction laborer, plumber, electrician, firemen, code officials and a mixed group of New York residents, each is briefly profiled and presented placing a human and uniquely New York face on this iconic building.

ELEVATOR

Your time has arrived and you are escorted to the high speed elevator that will take you up to the 100th floor in about 1 minute. You are escorted to the shimmering lobby and enter your group's personal elevator. The doors close and the lights dim a bit. The car begins it steady acceleration to the heavens and 10 seconds into your trip the side and rear walls erupt with a view of the City. The video screens that line the walls provide a synchronized high definition view of your trip up to the 100th floor as if the elevator were encased in a glass tube and the intervening floors have been stripped away to the surface of the tower. The trip and the corresponding views are coordinated not only for speed but by time of day and season of the year. Your dusk or evening return trip to the Observation deck would sport a view of the City as the lights set about providing the memorable nighttime glow that attests to the fact that you are in the "City that Never Sleeps". If you are one of the fortunate few to ravel in our "special car" your experience may be further enhanced. The floor seems to vanish as the images its imbedded video screen adds to the sensation of flight. As you approach your destination and the elevator slows the view fades and you prepare your-self for the next part of your One World Trade Center experience.

LEVEL 100

The car lights brighten and the door opens to the observation floor lobby. The lobby is awash in both light and the sound of falling water from the aqua-graphic waterfall. Set against a stone wall the 3 story automated and interactive water feature provides an intermediate link between the elevator experience and preparation for the observation event spaces.

To the left is a stone framed passageway that is currently closed by 2 translucent glass doors, as you approach the doors open to reveal an unbroken view to midtown. The entire City become open to your gaze as the other New York icons, Empire State, Chrysler, McGraw Hill, Rock Center all stand proudly in the distance, but something seems different, the wall seems too close. The glass wall ends short of the tower's edge. Why could that be? The new glass wall encloses a 2-story north terrace, a space to rival all other open decks in the city. At the apex of the terrace is an extended glass box walkout. 5 sides of structural glass provide a view and an experience like no other in the City. From the terrace and the walkout you can truly experience the City from the 100th floor. Complemented by its sister terrace on the south of the tower these 2 open air features provide added excitement that cannot be generated by looking through a pane of glass.

The clean, neutral background of the floor provides the opportunity for the views and assorted images and associated 3 dimensional design elements to stand out. Your clockwise journey around the 100th floor continues to provide expansive views across the region. Both major and minor landmarks are visible. Central Park, the UN, Manhattan and Brooklyn Bridges, Brooklyn Heights, South Street Seaport, Governor's Island, the Verrazano bridge, Ellis and Liberty Islands with the Statue of Liberty, Staten Island and New Jersey. As you work your way around the building there are strategically located "heads-up" displays at the windows that will highlight locations and provide information about common points of interest. Using your newly Wi-Fi linked smart phone or adjacently located touch control tablets you can control the displays and all other interactive features and monitors. Parametric audio provides private location based audio at "heads-up" observation and video display locations throughout the observation levels. Your RFID chip provides access to the interactive features including coordination of information based upon your interests and any special language or functionality requirements. A series of expansive freestanding Media Wall surrounded by traditional New York street newsstand themed bezels display real time information from both New York and world media sources. Watch WABC, WCBS, WNBC, BBC, CNN and all of the stations that transmit from the tower's antenna array. Bezels reflecting the images and impressions of New York neighborhoods surround and accent the wall mounted information stations that are sited throughout the floor.

As you move around the 100th floor you discover the open south terrace with its views and glass walkout overlooking the 9-11 Memorial. Continuing around the tower you find equally spectacular views to the west including Jersey City and Hoboken as well as the snack bar/cafe and an escalator to the 101th floor overlook. The subway and taxi themed cafe can be described as a 21st century incarnation of the traditional New York Deli. Providing deli fare of fresh sandwiches, salads, and a limited selection of hot dishes this high style café utilizes the stainless steel body of New York IRT and IND cars and classic checker cabs reflect the transit themed aesthetic. The café provides seating located to take advantage of the expansive western views and the two-story interior atrium space.

Across from the café a familiar green subway entrance surrounds the escalator to the 101st floor signaling the continuation of your journey and your New York experience.

LEVEL 101

A short escalator ride to the 101st floor and you begin a counterclockwise path past a series of freestanding and wall mounted New York themed interactive displays and media walls. The display/information displays function like a visitor information resource. Information on neighborhoods, visitor destinations, places of interests, with entertainment options and schedules (an electronic New York or Village Voice) and restaurants. The recessed corner overlooks provide you with the additional opportunity to both take in the expansive views and to people watch as other guests take in the observation experience. In addition the east and west overlooks provide a glass floor walkway that extends to the building edge. This allows you to have the feeling of freely floating above the city for those who could not quite handle the glass box walkout on level 100.

The 101st floor north midtown view provides a spectacular image from the balcony edge especially at dusk as the City becomes bathed in lights. As you walk to the exit at the west you pass a Guinness World Record kiosk. You can experience a small taste of the possibilities that await on the 102nd floor with the rotating world record challenges that are offered. Continuing around the 101st floor you will find the Downtown and Wall Street themed gift

shop. The gift shop displays gifts, memorabilia, books and the Remembrance Station where you can customize and print the green screen photo that you took at the start of your journey. In addition the gift shop provides an opportunity to buy additional tickets to many of the places of interest, events, and entertainment that the City has to offer including and additional opportunity to add the 102 floor Guinness experience if it was not pre-purchased.

Even your visit to any of the upper floor washroom facilities becomes a one of a kind experience. The flamed granite wall tiles in a running bond pattern that contrast with the sleek tile floors found in the public areas foretell of a non-traditional experience. As you fully enter these normally utilitarian spaces you discover that the richness of the wall tile is eclipsed by the translucent obscuring laminated glass toilet stall partitions and doors and the views from the full-length clear glass vision windows to the east. Wire suspended mirrors at each lavatory at the perimeter provide utility while maintaining the ultimate in light and view.

Continue your journey either by using the escalator opposite the gift shop or 101st floor elevator lobby leading to the 102nd floor Guinness World Records Attraction venue. The upper lobby features include the brownstone wall and multi-story open space with the glass edged overlook at the aqua-graphic water-fall feature and built-in video monitors featuring all of the other Ripley Entertainment venues throughout New York and the world.

LEVEL 102

A visit to Guinness World Records

Guinness World Records, the most recognized authority in the world is built on superlatives: biggest, tallest, fastest, strongest. What better location than the tallest structure in the Western Hemisphere and the most iconic and famous building in the world for an all new attraction by Guinness World Records!

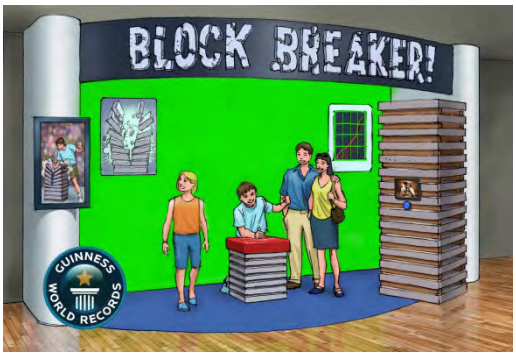
When citizens and tourists visit New York and One World Trade Center they will expect to be entertained by world class companies and the all new Guinness World Records attraction will do just that. In the most famous city in the world, visitors to floor 102 can be immortalized forever through their achievements in the high tech experience based on one of the world's most credible brands.

The all new GWR will feature a number of themed areas based on the most popular sections of the world's best-selling book. Guest will be entertained and amazed, but most of all they will have the chance to set a real Guinness World Record. These will be unique and achievable records, though the facility will also celebrate both daily and all time venue records.

Through a specially approved contributory World Record, each and every guest to One World Trade Center will become a Guinness World Record Holder and so designated.

After buying a ticket, guest will register and receive a customizable tracking device. This will allow guest to engage record breaking stations and have their experience recorded. A proprietary software package will allow the facility to track the guest and shape the experience for their maximum entertainment. This also serves as part of the adjudication system for the record breakers.

Each themed area will include official record breaking attempt stations. Some stations will be traditional physical attempts and others will use cutting edge technology to create virtual record breakers. Special care has been taken in the design to allow for attempts by varied demographics as well as challenges for individuals or families as well as the disabled. Focus group studies have deemed this "perfect family entertainment".



Special attention in record displays will focus on the city of New York and the world's most famous structures including One World Trade Center (most concrete ever used in a building!).

The attraction will also serve as an official embassy and media center for Guinness World Records where achievements can be recognized and celebrated and New Guinness World Records set.

World famous brand, unique high tech family entertainment, and celebrating inclusion and achievement; the all new Guinness World Records Attraction in One World Trade Center!

7. B.1- Business Plan

Demand

With over nine million visitors to lower Manhattan a year, the One World Trade Center Observation Deck will be a premier attraction in an area where people will be drawn to the 9/11 memorial and museum. With an estimated five million people expected to visit these sites annually, having the One World Trade Center Observation Deck within proximity will bring a synergy that has the capability to offer a combination ticket opportunity between all three sites.

Given the strong attendance record of the previous observation deck of nearly two million visitors a year, we at Ripley's predict that the opening of the new Observation Deck at One World Trade Center will surpass this historical figure due to interest from the public because of the absence of an observation deck to lower Manhattan for over 10 years. Furthermore, due to the openings of the 9/11 Memorial and Museum to the area, these sites will draw more tourists to lower Manhattan than pre- 9/11 era, enabling a larger capture rate for the One World Trade Center Observation Deck than the original deck.

The competing observation decks in the area, The Empire State Building Observation Deck and the Top of the Rock, both draw roughly four million and 2.5 million visitors a year respectively. Ripley's believes that we will be capable of drawing visitors to the One World Trade Center Observation Deck within proximity to these respective attractions.

The Empire State Building is one of the older buildings in New York City and has a competitive advantage in its name branding due to its extensive history and general popularity among tourists that are drawn to the city. Meanwhile the Top of the Rock deck does not benefit from a name branding advantage like the Empire state building, thus it brings in less annual attendance compared to the Empire State Building deck.

Given the historical attendance of the above-mentioned decks, Ripley Entertainment believes that it can draw approximately three million visitors a year to the One World Trade Center Observation Deck. It is our belief that through our Guinness Museum, we are providing a unique, highly anticipated, popular, interactive experience unparalleled by other

observation decks in New York City and for that matter the world due to our extensive track record in entertaining groups and families.

Based on historical capture rates for our famous Ripley's Aquariums; in both Myrtle Beach, South Carolina and Gatlinburg, Tennessee; we believe that an annual visitor attendance level of three million will certainly be attainable. Capture rates for our aquariums in these markets are from 7.5% to 10.5% respectively. Attaining a capture rate in this range will almost certainly be attainable for the One World Trade Center Observation Deck as this local attraction should be one of the most visited tourist attractions in the word.

According to nycgo.com, in 2015, total domestic and foreign visitors to New York City are forecasted to draw 43.2 million and 12.7 million people respectively for a total annual tourist forecast of 55.9 million people. In order to attain our forecast of three million visitors to the Observation Deck, the capture rate based on these annual visitation statistics would have to equal 5.4% of the total tourist market in New York City. Typically, attractions in lager markets are expected to attain lower capture rates than compared to attractions in smaller markets as this is the reason why we are expecting a lower capture rate for the Observation Deck compared to our existing aquariums due to our smaller market segments.

Additionally, Ripley's believes that three million visitors is an attainable figure given that in the first four months of operation, the 9/11 Memorial has attracted over one million visitors. With the opening of the 9/11 museum at the end of 2012, there will be even more interest to the One World Trade Center Tower which is expected to increase tourist interest to the site even further. Given that the historical attendance of the original World Trade Center observation deck had an annual attendance close to two million visitors, the new One World Trade Center observation deck will have an advantage over the original since there will be more of a tourist draw to the area from the memorial and museum, thus the observation deck will build upon from these synergies, enabling it to easily achieve attendance of one million more visitors to the new observation deck compared to the original.

Pricing

Considering the prices of the competing observation decks in New York City, namely the Empire State building and the Top of the Rock, that charge $22 and $25 respectively for a general admission adult ticket, the One World Trade Center Observation Deck general adult admission price will be set at $30.

Depending on the demand of the One World Trade Center Observation Deck, there is a potential opportunity for express based ticketing. If demand exceeds the capacity of the deck, this will result in long lines that could take over an hour wait for guests. Given this scenario, there will be an opportunity to charge a premium on an admission to the deck for the guests not willing to wait the long lines. An express admission ticket will be offered to the guest that would be sold at a premium compared to general admission. With this express ticket, the guest would bypass the long lines through security and the queuing to the elevator that will enable them to take the first available lift to the attractions.

Ripley's will also try to arrange a combination ticket arrangement with the 9/11 memorial and museum so that visitors will be able to understand the historical significance of the entire World Trade Center complex. This will enable the visitor to view the history of the old World Trade Center Towers through experiencing the 9/11 memorial and museum and enjoying the success and accomplishment of the new One World Trade Center Tower through the observation deck. Negotiations would have to be made with approval from the foundation in order for a combination deal to work.

Additionally, to be offered, there will be a combination ticket experience for both the One World Trade Center Observation Deck and the Guinness Museum. Since the One World Trade Center Observation Deck will be the main tourist draw to the tower, Ripley's believes that there will be an opportunity for guests to purchase an observation ticket only if they choose to do so without having to experience the Guinness Museum, but if the visitor also wishes to experience the museum they will have an opportunity to purchase an add-on ticket to this venue along with the observation deck. There will not however, be an opportunity to purchase a Guinness Museum only ticket, as this could possibly negatively affect the observation attendance.

The add-on Guinness combo ticket would be set at a $25 general admission price for adults. Guests would purchase this ticket at the main ticket counter on basement level B2. Since Ripley's realizes that visitors who have not previously purchased a Guinness Museum ticket, may be enticed to do so while experiencing the One Trade Center Tower Observation Deck as there would be an opportunity to purchase the additional ticket prior to leaving the deck at a small ticket booth located on Level 101.

Also, as customary with all of our attractions, we will offer discount pricing in order to attract more people, thus maximizing profit. Typical discounts will be offered for military personnel and families, school groups, seniors, etc.

Competition

The main competition that the One World Trade Center Deck will face is other observation decks within Manhattan, including the Empire State Building and the Top of The Rock Observation Deck. However, the World Trade Center complex will offer the additional attractions of the 9/11 Museum and Memorial, located directly across from the One World Trade Center Tower.

The Empire State building will be the largest competing attraction for the One World Trade Center Observation Deck. With its long history as one of the most iconic and famous buildings in New York City, the Empire State building has been a well-known landmark for almost 80 years. It is important to point out that the Malkin Family, which owns the Empire State building, barely breaks even on leasing office space in the building. The main revenue generator to the Malkin's is their Observation Deck, which draws approximately three and half to four million visitors a year.

The Top of the Rock Observation Deck, located in 30 Rockefeller Plaza is also a main tourist draw to the area and is also located in uptown Manhattan. Annual visitation to the deck averages around two and half million visitors a year. Besides the Observation Deck, the Rockefeller plaza features over forty different restaurants and retail stores within the plaza. This multi attraction plaza also has a long history with programming radio and television shows as NBC Studios is located within 30 Rockefeller Plaza. NBC Radio City Studios began operating here in the early 1930's and the first tours of the studios began in 1933.

When comparing observation decks, the One World Trade Center offers superior views of the Brooklyn Bridge and Statue of Liberty, iconic symbols of the city and major tourist attractions in and of themselves. Whereas the Empire State Building is known as a romantic icon and the Top of the Rock as a retailer and restaurant venue, the One World Trade Center complex is the only one of its kind that memorializes a historic event in our nation's history, which unifies us as Americans by including the 9/11 Memorial and Museum, which are both in close proximity to the tower. Since the opening of the memorial alone in September 2011, this site has seen around one million visitors in just the first four months of operation, providing additional potential revenue for the Observation Deck.

Some may believe that the 9/11 Memorial and Museum can be seen as a competitor to the Observation Deck at the One World Trade Center Tower, we believe that there can also be a potential to create a synergy for the Observation deck with these sites. Creating a combination admission ticket for both sites can create this opportunity with a chance to offer visitors to the One World Trade Center complex a chance to experience the 9/11 Memorial and Museum along with the Observation Deck. This combination ticket opportunity would have to be agreed upon between both parties in order for this to be made. We believe this would give the visitor an opportunity to reflect upon the history of this site and also look forward to the future by experience the new One World Trade Center Observation Deck, and provide a greater connection to New York City by appreciating the skyline and a historical perspective of the city, with the additional entertainment of the Guinness World Records Attraction.

As an iconic symbol, the One World Trade Center has the potential to become a leader in the observation deck business not only in New York City but worldwide. At Ripley's, we believe that an aggressive marketing and advertising budget could have the impact of allowing the One World Trade Center Observation Deck to surpass that of the Empire State Building. Given the cultural and historical significance of the World Trade Center complex, these attributes will interest the general public to experience the new tower.

Ticketing

Since 2008, Ripley's has implemented Siriusware ticketing systems to most of its company owned attractions. The use of this advanced point-of-sales ticketing system is able to provide us with:

- Highly configurable features for the management, redemption, and tracking of coupons, vouchers, and discounts
- Built-in group and account sales functionality with unlimited accounts and invoices
- Full-featured, detailed reporting including financial and performance reports that will enable users to view, customize, and export information
- Access to admissions and sales information in real time from any reporting station on the network
- User-designed, role-based security with an operator log-in/password system that limits access to sensitive functions
- Advanced audit capabilities to automatically record cash over/short situations and enter ticket stock start and end numbers to control ticket inventory
- Online ticket purchasing for customers that gives them the option of printing their ticket at home or will-call pickup of ticket at the venue
- A Reservation System

We plan on implementing Sirriusware as the ticketing system for the One World Trade Center Observation deck and Guinness Museum. Through Siriusware's advanced ticketing system, this will ensure that the ticket purchasing process for the guest will be offered efficiently and easily. This system will also make reporting and analyzing sales data more streamlined, offering management with detailed and accurate data that will enable them to make quick and reliable decisions.

Pro Forma Assumptions

Revenue/Expenses

Annual attendance is expected to be 3,000,000 visitors a year at a ticket price of $30 per visitor. However, due to discounting and child admission rates, we believe that total revenue per capita will be $22.50 based on historical performance at our attractions. This will amount to a total of $67,500,000 in revenue from the One World Trade Center Observation Deck alone.

Furthermore, based on our experience with operating retail and food and beverage and photo ops, per capital revenue for these businesses are assumed in the pro forma to be $3.25, $2.00 and $1.00 respectively. This amounts to a total revenue of $18,750,000 in year one alone.

For the Guinness World Records Museum, we are proposing a $25.00 add-on ticket as a combo with the Observation Deck ticket. We assume the Guinness World Records Museum will receive a 10% capture rate of total Observation Deck admissions, or 300,000 visitors. In year one, total admission revenue will amount to $7,500,000.

Based on our expertise in operating attractions, all operating expenses were derived by calculating our historical performance. This was based off of our typical operating expenses, by line item category, as a percentage of total revenue. This is how the figures in the pro forma were derived.

Profit Sharing

We propose to the Owner that they will receive 20% of all One World Trade Center Observation Deck and Guinness Museum ticket revenues for attendance levels at two million or below. If attendance is over two million, then the percentage increases to 25% of Observation Deck and Guinness Museum ticket revenues over the two million attendance threshold. Also, the owner will be responsible for all allocated building expenses that include PILOT, Site wide Common Area Maintenance, and Business Improvement District (BID) expenses. Also, a guaranteed floor income of $5,000,000 would be guaranteed to the owner, if this formula amounts to less.

The payment to the owner would be in the form of a base rent. This total amount in year one equates to over $14,935,898 million with an estimated total income to the owner over the 15-year lease period to be $256,577,151 assuming that attendance for all years is equal to three million. Based on the total useable square footage provided in the pro forma staking plan, the year one base rent payable to the owner will be **$164 per square foot**.

8. Technical Proposal

As a vertically integrated company that develops, designs, constructs, operates and manages all of its attractions, Ripley's has a competitive advantage in presenting deliverables in a timely fashion for all of its projects.

We plan on developing and designing all aspects of the operation by using our own in-house team of creative designers to develop and create a design for the One World Trade Center Observation Deck that is up to World-Class standards, as this has been proven by all of our attractions and aquariums created to date.

Our organization is very well oriented in NYC with two of our parent board directors residing in Manhattan as well as numerous business and financial connections over the last 30 years.

We have maintained a working relationship with builders in New York City over the years, including the builders who have helped build our famous Ripley's Believe It or Not! Museum at Times Square. Our typical bidding process will take approximately 3 months to find a high quality contractor at the most competitive price possible once construction bid drawings are completed. With a proven track record in Project Management, all of our attractions and aquariums have been completed on-time or before the scheduled date for completion.

Our plans for maintaining and operating the One World Trade Center Observation Deck are simple; we are the front runner in this aspect of our businesses as evidence by TripAdvisor.com and many others, in which we constantly receive high guest satisfaction ratings. Below is a project timeline schedule that we are proposing for the entire build-out of the One World Trade Center Observation Deck and Guinness Museum. We estimate the entire develop, design and construction period to last a duration of 24 months.

9. A Management Approach/ Management and Operating Plan

Organization Structure - THE JIM PATTISON GROUP

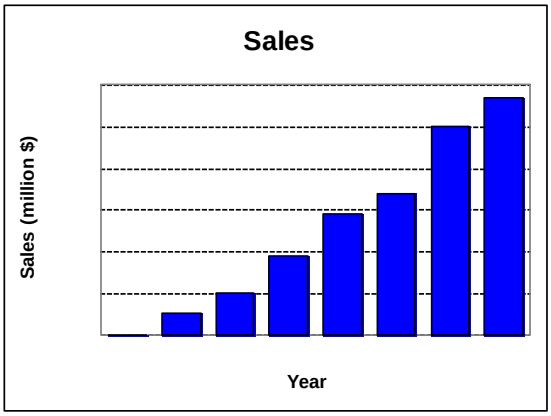
The Jim Pattison Group is Canada's third largest privately held company and, in a recent survey by the Financial Post, The Jim Pattison Group was ranked as Canada's 62nd largest company. Jim Pattison, a Vancouver-based entrepreneur is the Chairman, President, CEO, and sole owner of the Jim Pattison Group. Headquartered in Vancouver BC the Pattison Group of Companies has over 465 locations worldwide, with a strong and positive market reputation in all divisions.

The Jim Pattison Group has more than 34,000 employees, and annual sales of $7.3 billion. With investments in Canada, the U.S., Mexico, Europe, Asia and Australia, operating divisions are in Food Retail / Distribution, Food Processing, Packaging, Illuminated Signs, Media, Automotive, Export Services, Trade, Financial, Real Estate and Family Entertainment & Attractions. We are a very diversified company.

The Jim Pattison Group has a proven track record of corporate growth, even during difficult economic conditions. With extremely competitive situations in most of the divisions operated by the Jim Pattison Group, Mr. Pattison attributes the company's success to his loyal customers and the outstanding employee commitment to Customer Satisfaction.

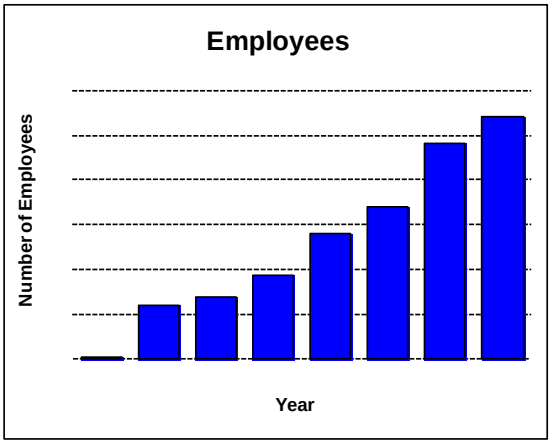
Sales

Year	Sales (million $)
1999	4600
2000	5000
2001	5200
2002	5500
2003	5500
2004	5500
2005	5700
2006	6100
2007	6300
2008	6400
2009	7100
2010	7200
2011	7300



Employees

Year	# of Employees
1999	20000
2000	24000
2001	24000
2002	26000
2003	26000
2004	26000
2005	27000
2006	28000
2007	29000
2008	30000
2009	33000
2010	33000
2011	34000



Entertainment Division

The Jim Pattison Group, primarily through its wholly-owned subsidiary Ripley Entertainment Inc. has been a world leader in family fun and attractions for over 90 years. Built on the foundation of a tiny daily newspaper cartoon, which debuted in 1918, the company now encompasses four major divisions, including Family Attractions, Aquariums, Intellectual Property and Hospitality.

The Jim Pattison Group, primarily through Ripley Entertainment Inc., is the largest and fastest-growing international chain of museum-type tourist attractions in the world. An acknowledged trendsetter in the development of family entertainment, Ripley Entertainment Inc. owns operates and franchises a variety of exciting attractions.

As Ripley Entertainment Inc. has Canadian roots through The Jim Pattison Group, Ripley's is an American company and is managed by American citizens. All of our team is proud to be a part of such a significant and uniquely American project that will inspire patriotism for all visitors to come and experience the One World Trade Center Observation Deck.

Entertainment
- **Ripley Entertainment**
- **Guinness World Records**

Food Processing
- Canadian Fishing Company (Canfisco)

Illuminated Signs
- Pattison Sign Group

Food Retail/distribution
- The Overwaitea food group
- Buy-low foods

Media
- Pattison Outdoor
- The Jim Pattison Broadcast Group

THE JIM PATTISON GROUP operating divisions

The Jim Pattison Packaging Group
- Coroplast
- Genpak LLC
- Genpak Canada
- Montebello Packaging

Periodical Marketing
- The News Group North America
- The News Group, Canada
- The News Group, US

Periodical Logistics & Distribution
- News Group Distribution Services & Prologix Distributions Services (East) LLC
- Prologix distribution Services (West), LLC

Real Estate/Development
- Jim Pattison Real Estate Group
- Jim Pattison Developments

Automotive
- Jim Pattison Auto Group
- Jim Pattison Lease

Financial Services
- Great Pacific Capital Corp.
- Great Pacific Bank Limited

Export Services
- Westshore Terminals

Approach to Ensuring Quality

As a vertically integrated company, Ripley's designs, constructs, operates and manages all of our attractions. This unique, key aspect of our company enables us to control the entire process that will ensure that we deliver a quality product as our attractions are of a world-class caliber.

Ripley Entertainment Inc. and The Jim Pattison Group of companies have a proven track record of success. In all our locations and throughout all divisions, the value and importance of collaboration with informal corporate "partners" is paramount to creating a world-class attraction.

Whether working with City officials, multiple levels of government or community special interest groups and local businesses, our dedication is to not just create a world-class family attraction, but to also help create a world-class family destination.

It is our philosophy of affordable family attractions balanced with strong business sense and expertise that is the foundation to our success. A realistic and achievable business plan with a solid Return on Investment creates opportunities to continually expand and enhance our guest experience. Our victory log is extensive, and we have a proven track record of success.

9.B Specific Qualifications and Experience of the Proposer

Attractions

Ripley Entertainment, headquartered in Orlando, FL, has international attractions in ten countries, including, Thailand, Malaysia, Canada, India, England, Denmark, Mexico, South Korea and Australia. In the United States we have attractions in 14 states, including Wyoming, Wisconsin, Virginia, Texas, Tennessee, South Carolina, Oregon, New York, New Jersey, Missouri, Maryland, Florida and California.

Appealing to families and people of all ages, the company also has a long successful history in book publishing, product licensing, radio and television.

All of the Ripley Entertainment attractions are a great testament to the company's commitment to superior quality and exceptional customer service providing unbelievable and unforgettable experiences for families.

- Believe It or Not! Odditoriums
- Guinness World Record Museums
- Ripley's Aquariums
- Louis Tussaud's Wax Works
- Ripley's Moving Theaters
- Ripley's Haunted Adventures
- Ripley's Marvelous Mirror Mazes
- Ripley's Brand Miniature Golf Courses
- Ripley's Cargo Hold Gift Shops
- Ripley's Candy Factory candy stores
- Ripley's LaserRaces
- Ripley's Sightseeing Trains
- Ripley's Ghost Train
- Ripley's Super Fun Zone Arcades
- Great Wolf Lodge Water Park Resort

Guinness World Records

One of the most recognizable and most popular brands in the world, Guinness World Records is an annually published reference book that contains collections of world records, both human achievements and the extremes of the natural world. The book itself holds a world record, as the best-selling copyrighted book of all time!

Guinness World Records is the universally recognized authority on record-breaking achievement. First published in 1955, the Guinness World Records book is published in more than 100 countries and 25 languages with more than 3 million copies sold annually.

Guinness World Records is a worldwide phenomenon; their books are global bestsellers, their television programming is watched by millions worldwide, and the website receives over 144 million page views a year.

Aside from our world famous books and television programs, there are several interactive and world-class museums that we own, operate and franchise around the world that include locations in Gatlinburg, TN; Hollywood, CA; San Antonio TX; Niagara Falls, Canada and Copenhagen, Denmark. Guinness World Records are brought to life through incredible displays, cool interactive games and trivia, themed galleries and video productions!

Aquariums & Great Wolf Lodge Resort

Ripley Entertainment, as a company, has over 14 years of experience in designing, developing, financing, constructing, stocking and successfully operating world-class aquariums. However, the professional development and operations staff at Ripley Entertainment has combined experience in these areas totaling well over 100 years.

We not only generate admission revenue from our aquarium operations, but we have extensive knowledge and no-how of operating other ancillary businesses within these attractions. In both the Ripley's Aquarium in

Myrtle Beach and the Ripley's Aquarium of the Smokies both of these venues generate additional revenue by offering high standard and premium quality food and beverage, retail and photo opportunities. These additional businesses are an integral part of developing a complete and fantastic experience for the guest.

Ripley's Aquarium – Myrtle Beach, SC

Ripley Entertainment entered the world-class aquarium business in June 1997 when it opened the state-of-the-art *Ripley's Aquarium* in Myrtle Beach, South Carolina. With no previous direct experience with aquariums, Ripley's approached this project with the same drive and attention to detail as we do for our other family attractions. From feasibility studies to extensive market analysis, from facility design using experts to an extensive national marketing campaign, our goal is ALWAYS to create a world-class attraction.

Ripley's realized that large aquariums had been popular for at least a century but sadly they consistently operated in the red and required ongoing government financial support to survive.

Ripley's knew that with our business expertise and family attraction experience we could do better. Our first goal was to put together a team of the "industry's best" in financial feasibility, operations, animal husbandry, construction and marketing, and collectively we tackled the problems that had plagued other aquariums.

Ripley's US $42 million, 86,000 square feet, 1.2 million-gallon salt-water aquarium attracted over 1.4 million visitors in its first year of operation. On September 24, 2000, the Ripley's Aquarium in Myrtle Beach was granted accreditation by the prestigious American Zoo and Aquarium Association. Since opening, Ripley's Aquariums has educated and entertained over 12 million Visitors and is South Carolina's most visited attraction.

Ripley's Aquarium of the Smokies – Gatlinburg, TN

Due to the tremendous success of our aquarium in Myrtle Beach, Ripley's Aquarium of the Smokies followed, opening in December 2000,

and in its first calendar year of operation (2001) entertained just under 2 million visitors, making it the most visited aquarium in all of North America for that year! Ripley's worked with the city of Gatlinburg to bring a world-class aquarium to their town. The Ripley's Aquarium of the Smokies, was the cornerstone of the city's redevelopment plan.

The success of this project was a direct result of an outstanding rapport that the Ripley's team established with the city of Gatlinburg. This collaborative effort ensured the project was ideally located; fit with the overall aesthetics of the City again, would be a world-class attraction.

Ripley's constructed, at its expense, a new Visitor Information Center, and a new Transit Center and hub. Completed in 2000, the Ripley's Aquarium of the Smokies quickly became one of North America's most visited aquariums, and today is ranked as the number one aquarium in the Americas in terms of Visitor Popularity.

Since opening, Ripley's Aquarium of the Smokies has educated and entertained over 11 million visitors. Ripley's Aquarium and the city infrastructure, including the Gatlinburg Transit Center, together represent a US $70 million cooperative project between the city and the entertainment company. The 115,000 square foot, 1.3 million gallon aquarium is home to 10-foot sharks, 10,000 exotic fish and one of the world's longest aquarium tunnels.

Great Wolf Lodge & Water Park Resort – Niagara Falls, ON

Ripley's largest attraction to date is the great Wolf Lodge and Water Park Resort, which opened in Niagara Falls in April 2006. The award winning Great Wolf Lodge is more than just a water park it is an indoor wonderland for the whole family. Deluxe accommodations, restaurants, an arcade, children's activities, a world–class Aveda spa, and five-star service all make a stay at the Great Wolf Lodge a family vacation to remember.

After purchasing a large piece of land in Niagara Falls, Ripley's felt that although a good product, the Great World Lodge was not as good as it could be. This led to a redesign of the entertainment elements and included elements that are unique to the Niagara Falls Great Wolf Lodge. During the initial construction phase, Ripley's added to the capacity of the resort making it

the largest in the chain at the time. The entire $130 million project, and all the enhancements, was completed not only on budget, but also on time.

The lodge features 406 suites and a 103,000 square foot (bigger than a football field) indoor water park where the water temperature is always a comfortable 84 degrees Fahrenheit. Guests enjoy 13 twisting turning slides and other water thrill attractions all day long, all year round. The Great Wolf Lodge has been a winner of several prestigious national awards and was voted as the best resort in Canada by Trip Advisor. The innovation and marketing focus of the Great Wolf Lodge in Niagara Falls has made it a resort icon in Ontario and the upstate New York State region.

Ripley's Aquarium of Canada

Ripley's is currently constructing a world-class aquarium at the base of the CN Tower in the heart of Toronto and are on track to complete and open by the summer of 2013.

The state-of-the-art aquarium will consists of over 135,000 square feet and contain more than 1.5 million gallons of fresh and salt water and more than 15,000 fish. Total project development will cost over $135 million to construct this aquarium.

An estimated two million visitors, a figure based on market capture rates experienced at other Ripley's aquariums and feasibility studies, will be able to cruise through North America's longest acrylic tunnel on a moving glidepath of greater than 300 feet in length. This tunnel will run beneath the water where some of the ocean's most wondrous creatures surround you.

Publishing and Licensing

Ripley's Believe It or Not! Is one of the most recognizable trademarks in the world and "Believe It or Not!" is one of the most widely used modern day catch phrases. Licensing of our high profile trademark to major companies and brand, along with the licensing of our images and stories for television shows and books, have kept the Ripley name in the limelight for over 90 Years.

Robert Ripley's first Believe It or Not! Book was published in 1929 and was met with resounding success. The book sold over 500,000 copies and was on the best-seller list for months! Ripley Entertainment's new and increased publishing initiates, starting with the release of "Believe It or Not!" in 2004 and most recently Strikingly True in 2011, has us aimed at reaching new heights and success in the publishing field. All eight of our "Annuals" since 2004 have reached the New York Times best-seller list, and in 2009-2010 we launched two new publishing lines, including our first-ever fictional series: Ripley Bureau of Investigation (RBI).

Television

Robert Ripley was a television pioneer, broadcasting 13 shows back in 1949. His television legacy has continued through various shows and specials, including the hit show produced by Columbia Pictures from 1980-86, starring host Jack Palance. In January of 2000, a new live-action series, produced by Columbia Pictures, hosted Dean Cain, aired on Turner Broadcasting Service (TBS). There are 88 original episodes of the new Believe It or Not! TV series, now in syndication around the world.

9. C Specific Qualifications and Experience of Proposer's Staff

Our Senior Management are known and respected in the attractions industry. All of our executives at Ripley Entertainment Inc. have a proven track record for success as with their leadership, they have managed to grow Ripley Entertainment Inc. into an international company with continued growth. Below is the list of Senior Management that has been responsible for managing the development, design, construction and operations on all attractions for Ripley Entertainment. Some of our executives may have roots from Canada, but all are American Citizens and have lived in the United States for at least 10 years or more.

Jim Pattison Jr. - ***President***

Jim Pattison Jr., became President and CEO of Ripley Entertainment Inc. on Jan. 1, 2008 after working for the company for 17 years in several high level positions. Most recently, he was Executive Vice President for all Ripley's attractions operations worldwide, including the company's two world-class aquariums. Prior to that, he was Senior Vice President of operations for all Ripley's attractions in North America, Europe and Australia. Jim has a broad range of management experience in the amusement, attraction, aquarium, entertainment and finance fields. He has lived in Canada, Switzerland, and the United States and has traveled extensively throughout the world.

Darren Loblaw - ***Chief Financial Officer***

Darren Loblaw joined Ripley's in 2001 as the Chief Financial Officer. In addition to participating in business development activities, Darren oversees all of the accounting, budgeting and financial analysis of the company. Darren grew up in northern Canada, and earned a Master's degree in economics at Queen's University and a MBA from the Richard Ivey School of Business. Darren worked for the Department of Finance in Ottawa before moving to Calgary, Alberta where he was the Director of Corporate Finance for Canadian Airlines International. With over ten years of experience, Darren has been responsible for a wide variety of finance functions including treasury, strategic planning and debt financing.

Scott Line,
SVP, General Counsel & Franchise Services

Scott Line has served as Ripley's Vice President Legal & Business Development since April 2000. He has been involved with all legal aspects of the company's unprecedented growth and diversification. Scott also focuses on mergers and acquisitions, licensing, franchising, real estate and contract law. From September 1999 to April 2000, Scott was an attorney for Vistana, Inc., a division of Starwood Hotels. From October 1997 to September 1999, Scott served as Director of Legal Services of Ripley Entertainment. Prior to October 1997, Scott was an attorney at Maguire, Voorhis & Wells in Orlando, Florida. Scott received his law degree *cum laude* from Stetson University and his undergraduate degree from Furman University.

Norm Deska - ***Executive Vice President, Intellectual Property***

A chartered accountant with an MBA from York University in Toronto, Canada, Norm Deska has been with the Ripley organization since 1982. During that period, he has been involved with all aspects of this rapidly expanding company. Presently he is the Executive Vice President of Intellectual Property and Franchising. Norm is responsible for licensing of the "Ripley's Believe It or Not!" trademark property, including the very successful television series seen around the world, the publishing and syndication of the daily "Believe It or Not!" cartoon feature, and the worldwide expansion of each attraction concept, through both direct investment and franchise development. Norm is a dual citizen of both Canada and the United States.

Lee Moore – Vice President, Operations

Lee was Director of Onboard Revenue & Operations overseeing a team responsible for themed water parks, island recreation, spas, golf programs, photos, retail shops, port shopping, art sales, and internet cafe for 11 different cruise ships. This included P&L and budget accountability for a department that created significant revenues. He also previously worked for Walt Disney World and Disney Cruise Lines for more than 15 years.

Prior to joining Norwegian he ran his own consulting business for several years including working with the Genting Resorts

World Development Group on their first class, mega resort property, which includes Universal Studios and the Hard Rock Hotel, in Singapore. Genting World Resorts also owns Norwegian Cruise Lines. He also holds a BS from Florida State University and an MBA from Webster University, St. Louis, MO.

John Corcoran - ***Director of Guinness World Records Attraction Development***

Mr. Corcoran started in the attraction business in 1983. He has extensive experience in development and operations. His employment at Ripley Entertainment spans more than 20 years and he previously served as the company's Vice President, Franchise Operations and Managing Director of Attraction Planning and Construction. Mr. Corcoran has also operated his own consulting business and owned his own retail and food and beverage businesses. He is an IAAPA Certified Attractions Executive, the highest certification offered by the industry's trade group.

Robert W. Kirchgessner,
Senior Project Manager

Bob Kirchgessner has been involved in the creation, planning and development of aquariums, themed entertainment facilities, live shows and themed pavilions and exhibits since 1966. He joined the Ripley's team as a consultant in 1994 to develop Ripley's premier aquarium in Myrtle Beach. Bob was the Senior Project Manager for the construction of Ripley's Aquarium of the Smokies in Gatlinburg and has remained with the company as Senior Project Manager. He has a broad range of experience in formulating operational characteristics, facility integration, conceptual and technical design, as well as project management.

Prior to joining Ripley's, Bob managed large entertainment projects at Disney, Universal Studios and built major aquatic projects at Sea World of Florida and Texas.

Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

Ripley Entertainment Inc

(Company)

(Signature)

President

(Title)

5-4-12

(Date)

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DO NOT RETYPE.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

RIPLEY ENTERTAINMENT INC.

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this 20th day of February, 2012, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and RIPLEY ENTERTAINMENT INC. having an office and place of business at 7576 Kingspointe Parkway #188, Orlando, FL 32819 ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with The One World Trade Center Observation Deck (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority:	Phillippe Visser, Director WTC Redevelopment The Port Authority of New York and New Jersey 115 Broadway - 19th Floor New York, NY 10006
with a copy to:	The Port Authority of New York and New Jersey 225 Park Avenue South - 14th Floor New York, NY 10003 Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO
If to the Recipient:	Ripley Entertainment Inc. 7576 Kingspointe Parkway, Suite 188 Orlando, FL 32819 Attn: President
with a copy to:	_____ _____ _____

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

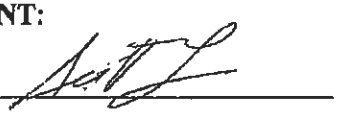
13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient 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.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: Scott Line

Title: SVP, General Counsel & Franchise Services

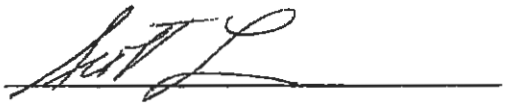
Date: February 20, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Scott Line, (**"Related Party"**), am employed as a(n) SVP, General Counsel & Franchise Services by RIPLEY ENTERTAINMENT INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between RIPLEY ENTERTAINMENT INC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 20, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with The Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 

Print Name: Scott Line

Date: February 20, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Jim Pattison, Jr., (**"Related Party"**), am employed as a(n) President by RIPLEY ENTERTAINMENT INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [RIPLEY ENTERTAINMENT INC] (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 20, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with The Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Jim Pattison, Jr.

Date: February 20, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Darren Loblaw, ("**Related Party**"), am employed as a(n) Chief Financial Officer by RIPLEY ENTERTAINMENT INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between RIPLEY ENTERTAINMENT INC (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated February 20, 2012 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with The Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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Signed:

Print Name: Darren Loblaw

Date: February 20, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Andrew Sfeir, (**"Related Party"**), am employed as a(n) Financial Analyst by RIPLEY ENTERTAINMENT INC.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between RIPLEY ENTERTAINMENT INC (the **"Recipient"**) and The Port Authority of New York and New Jersey (the **"Port Authority"**) dated February 20, 2012 (hereinafter the **"Agreement"**), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with The Port Authority, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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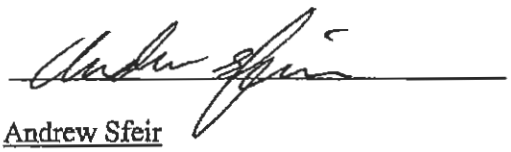
Signed: 

Print Name: Andrew Sfeir

Date: February 20, 2012

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [Bruce Otte] ("**Related Party**"), am employed as a(n) [Independent Contractor] by [RIPLEY ENTERTAINMENT INC.]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [RIPLEY ENTERTAINMENT INC.] (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated [February] [20], [2012] (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with [The Port Authority], both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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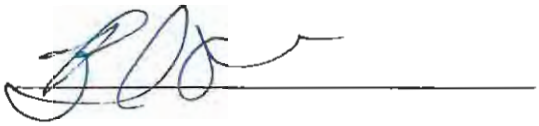
Signed: 

Print Name: [Bruce Otte]

Date: [April 6, 2012]

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Frank Bartus, is the President/Owner of Genesis Studios, Inc., a Florida Corporation ("**Related Party**"), located at 465 Maitland Avenue, Altamonte Springs, FL 32701, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of providing consulting services for RIPLEY ENTERTAINMENT INC. in connection with The One World Trade Center Observation Deck Request for Proposal for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated April 9th, 2012, between RIPLEY ENTERTAINMENT INC. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Frank Bartus

Print Name: Frank Bartus

Date: 4-9-2012

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, Betty Elliott, is the Project Manager of Genesis Studios, Inc., a Florida Corporation ("**Related Party**"), located at 465 Maitland Avenue, Altamonte Springs, FL 32701, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of providing consulting services for RIPLEY ENTERTAINMENT INC. in connection with The One World Trade Center Observation Deck Request for Proposal for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated April 9th, 2012, between RIPLEY ENTERTAINMENT INC. (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: Betty Elliott

Print Name: Betty Elliott

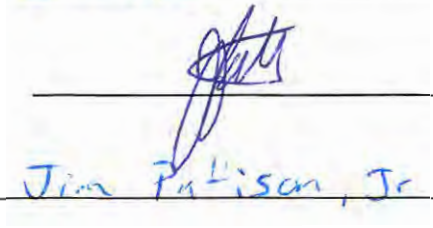
Date: 4-9-2012

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

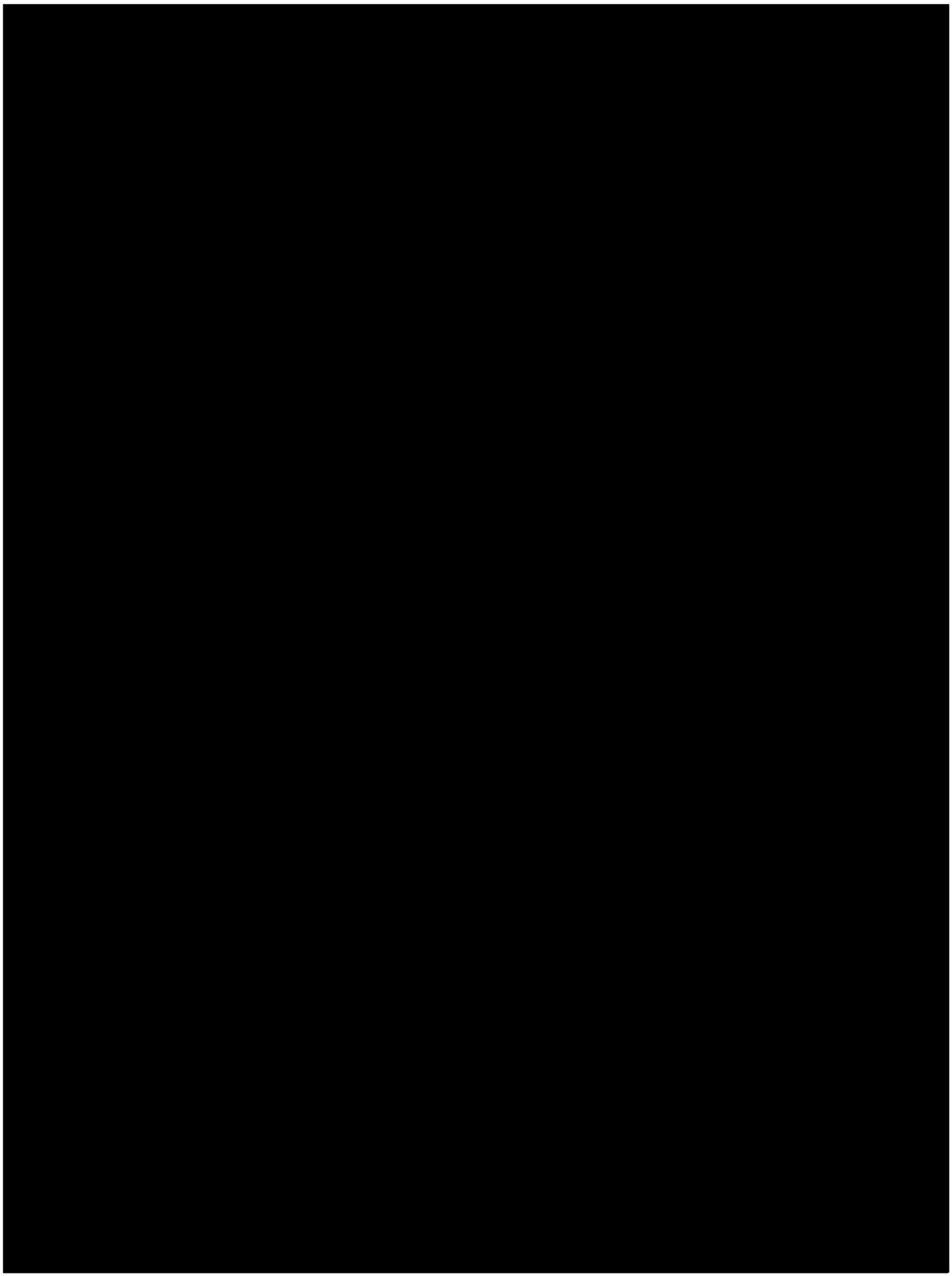
- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

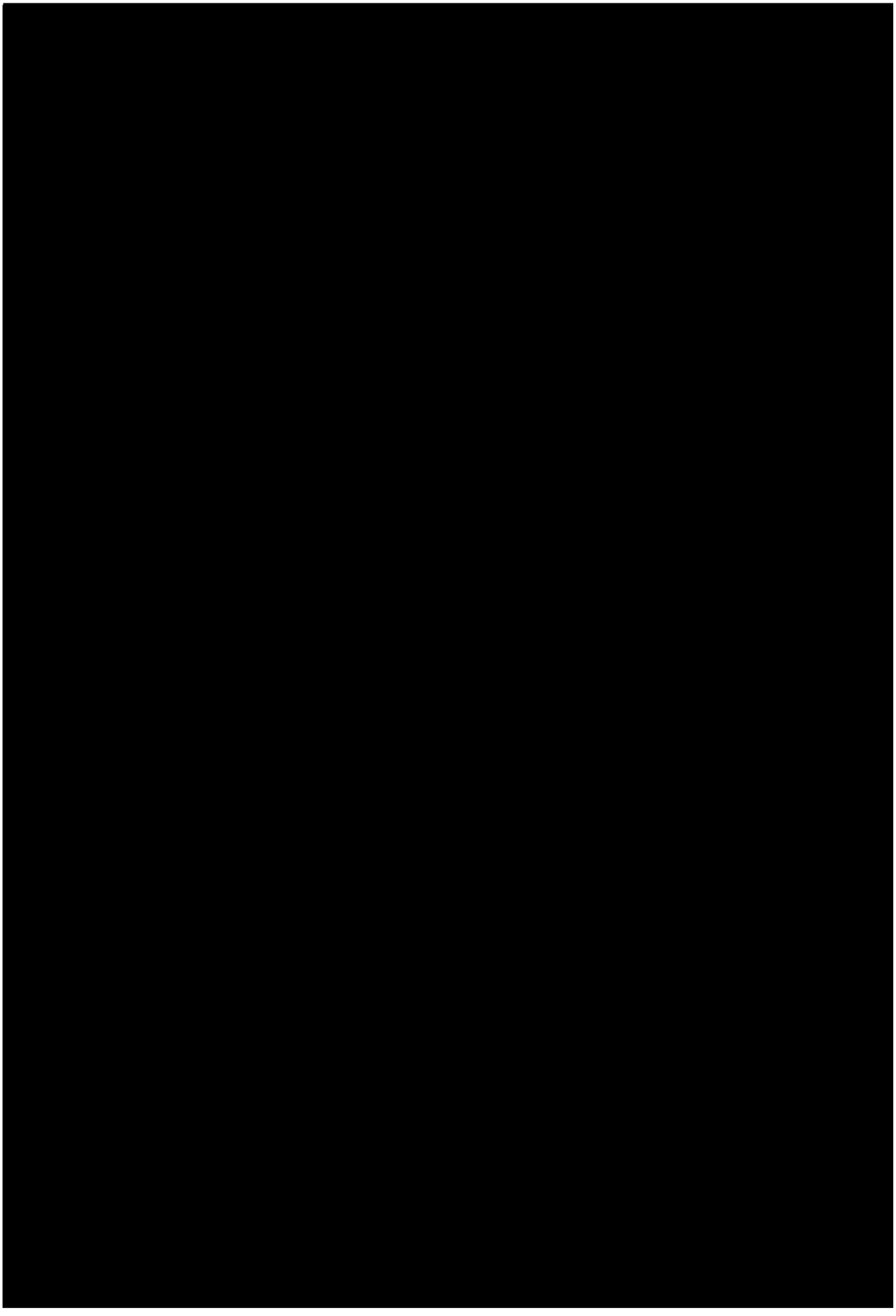
Date: 5-4-12

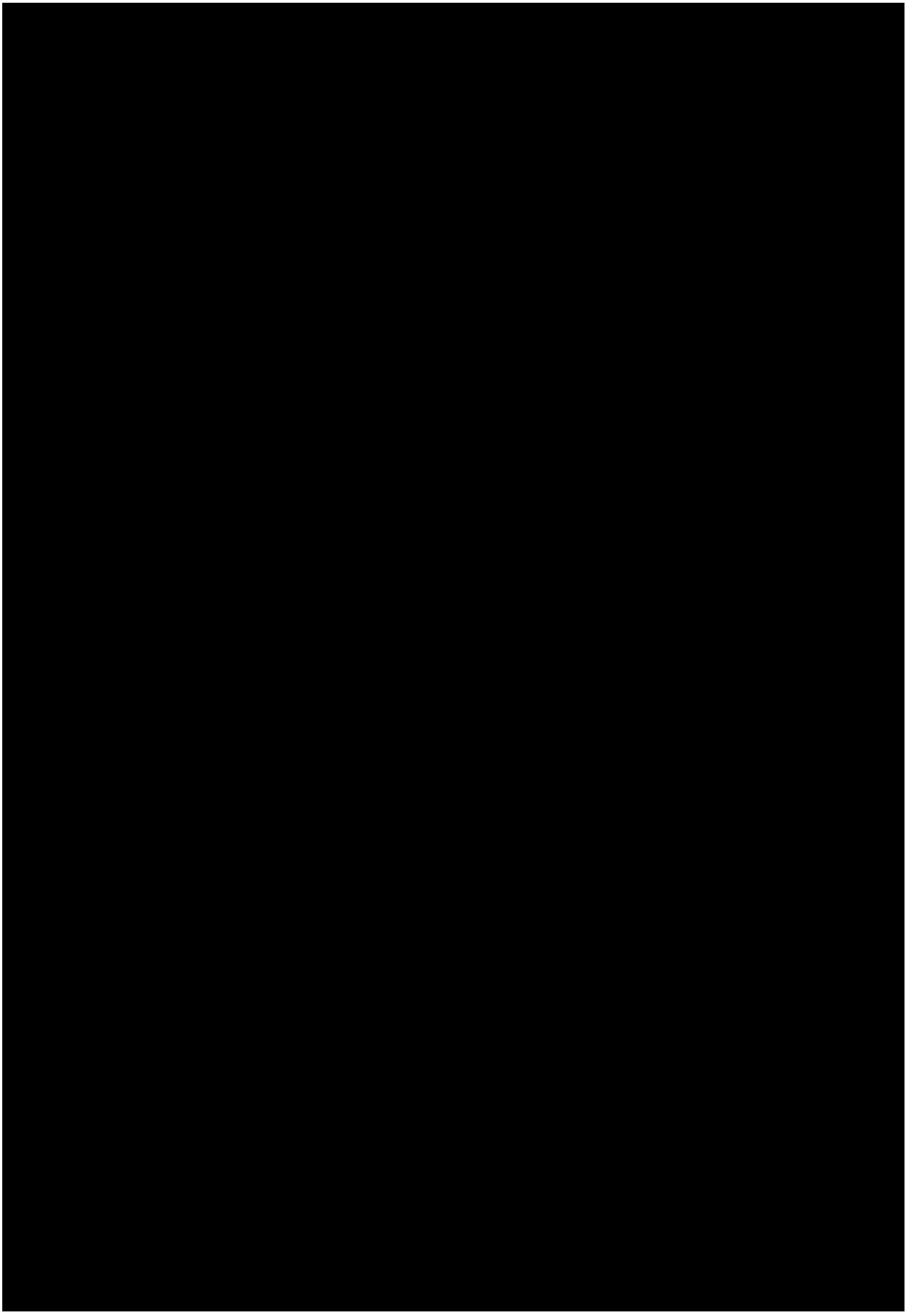
Signed: 

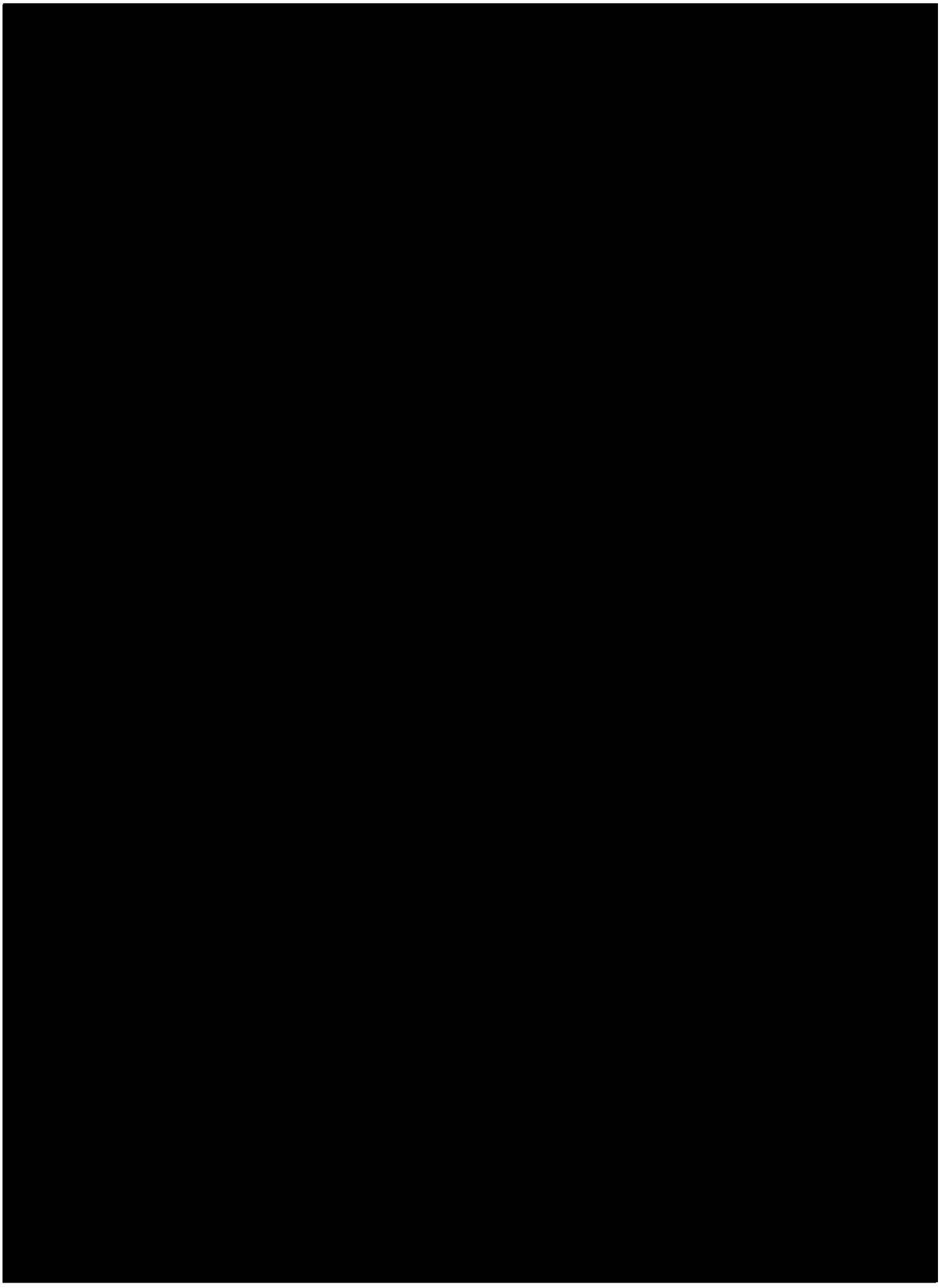
Name: Jim Pattison, Jr

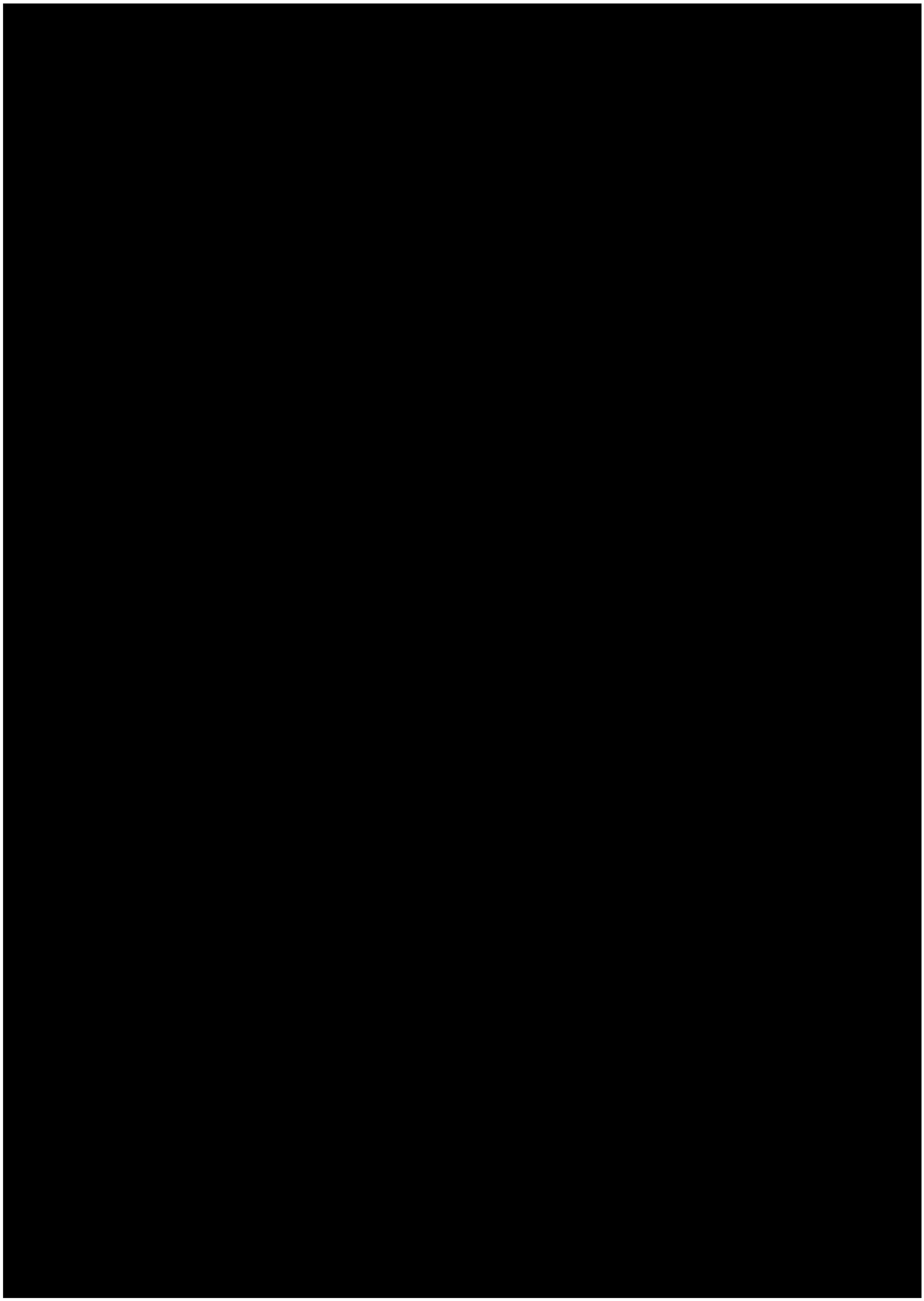
Title: President

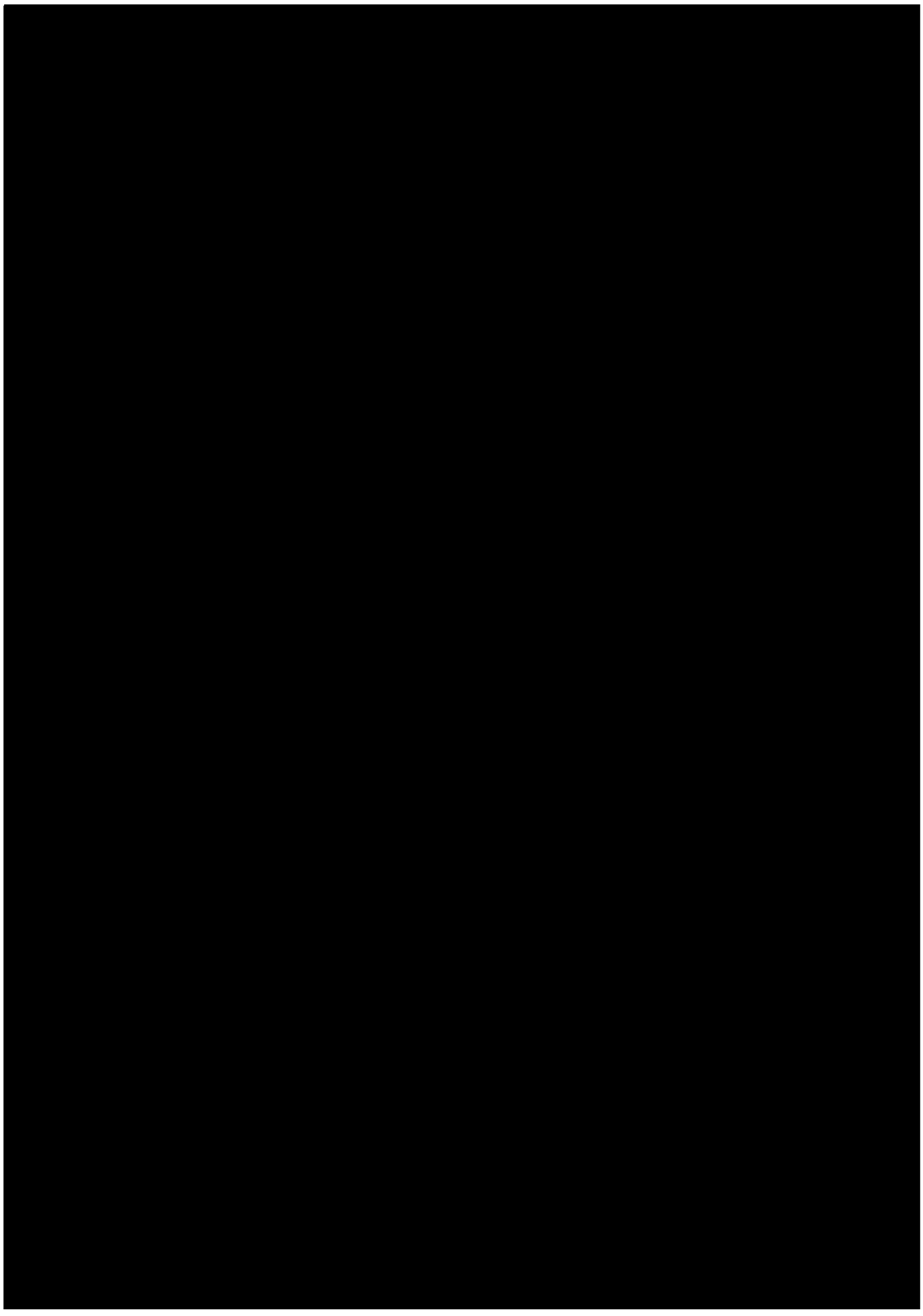


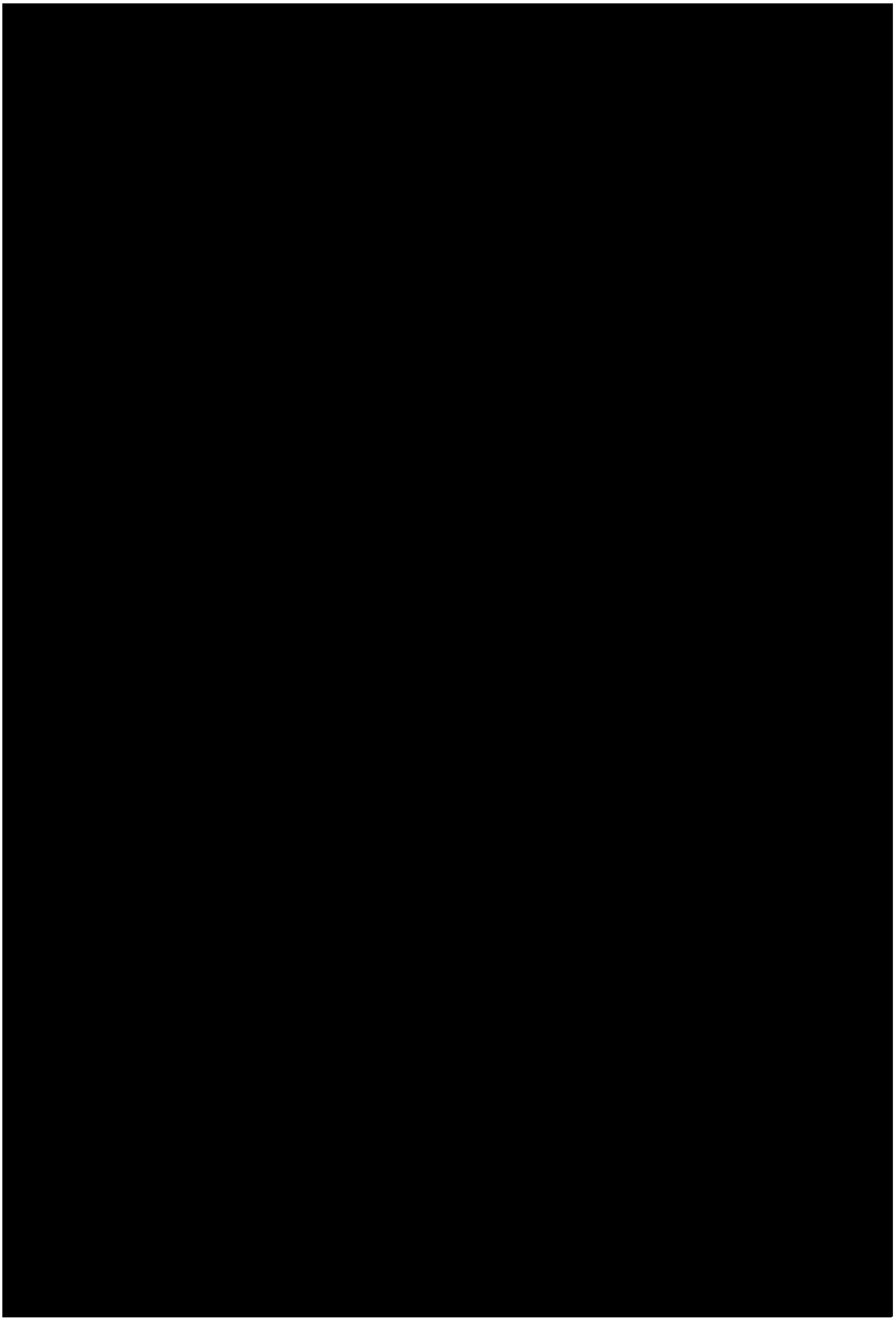


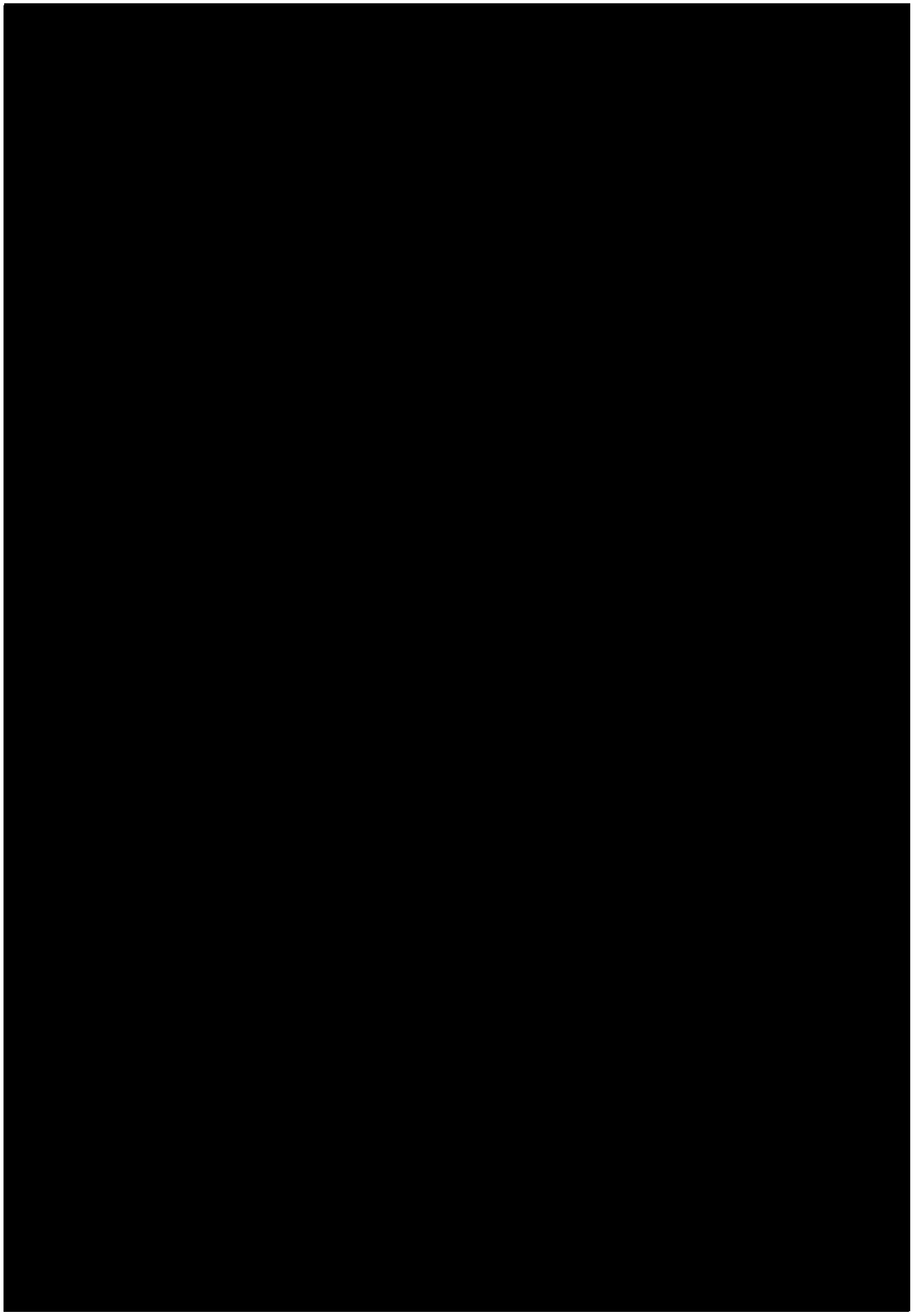


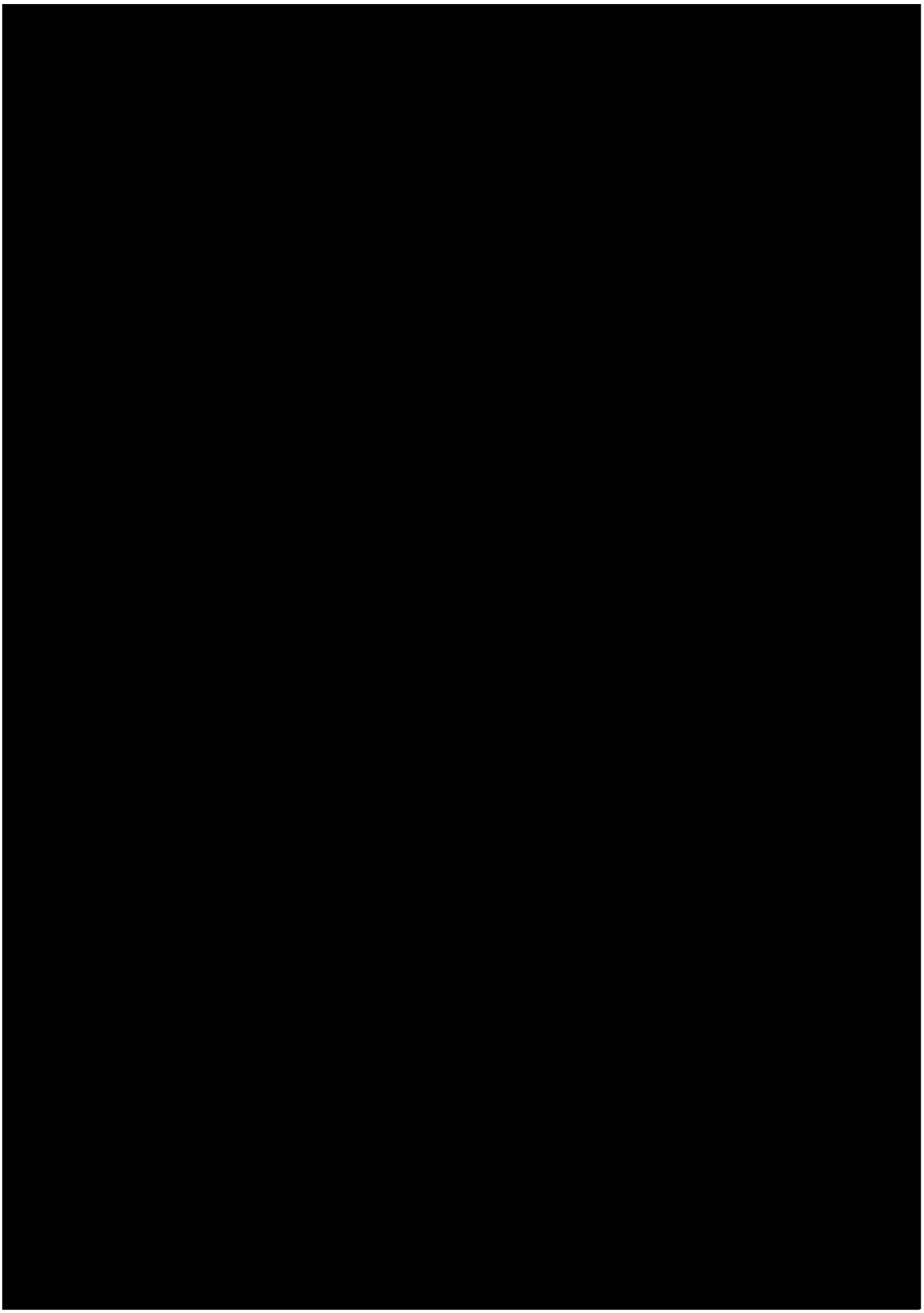


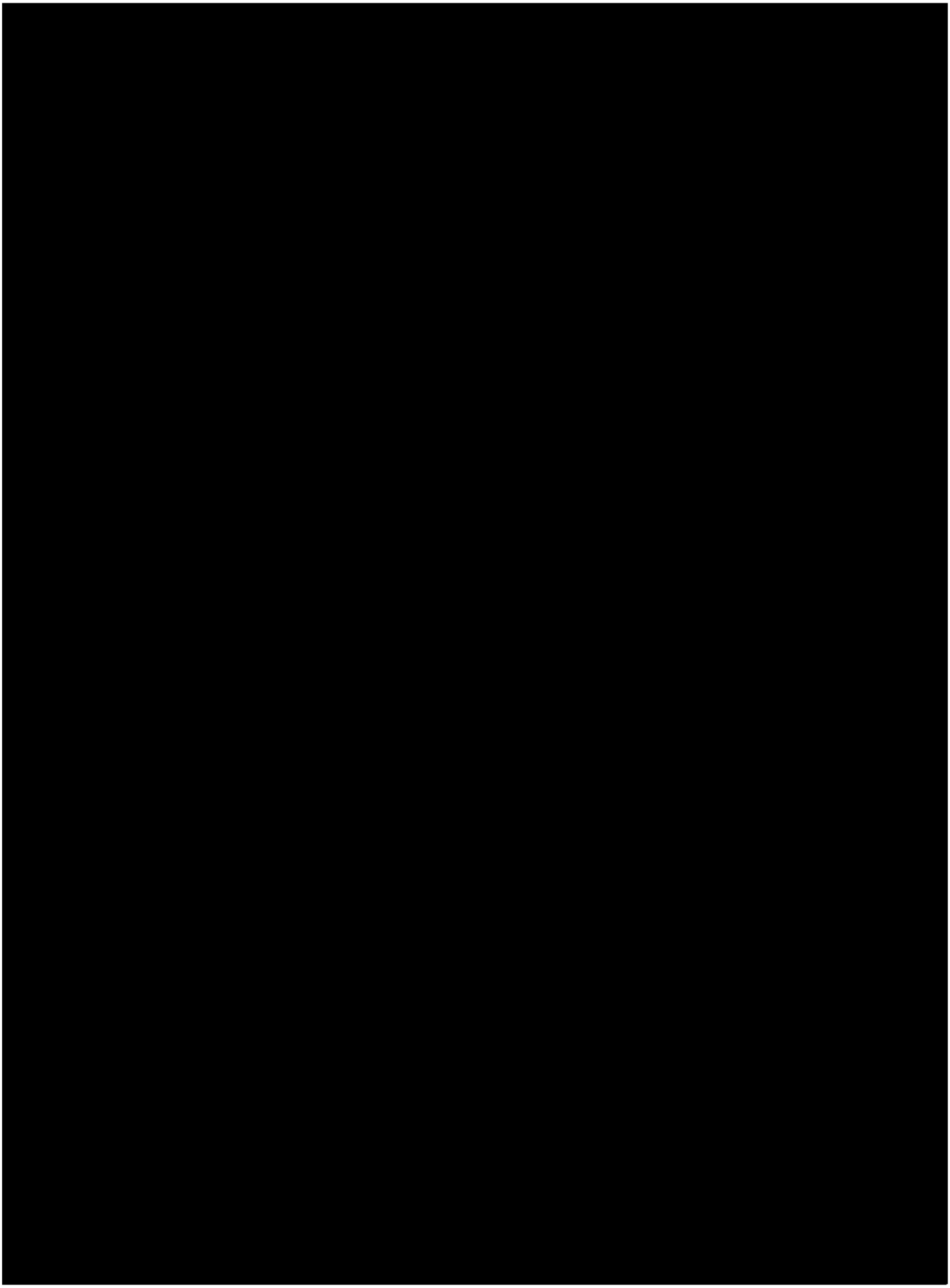




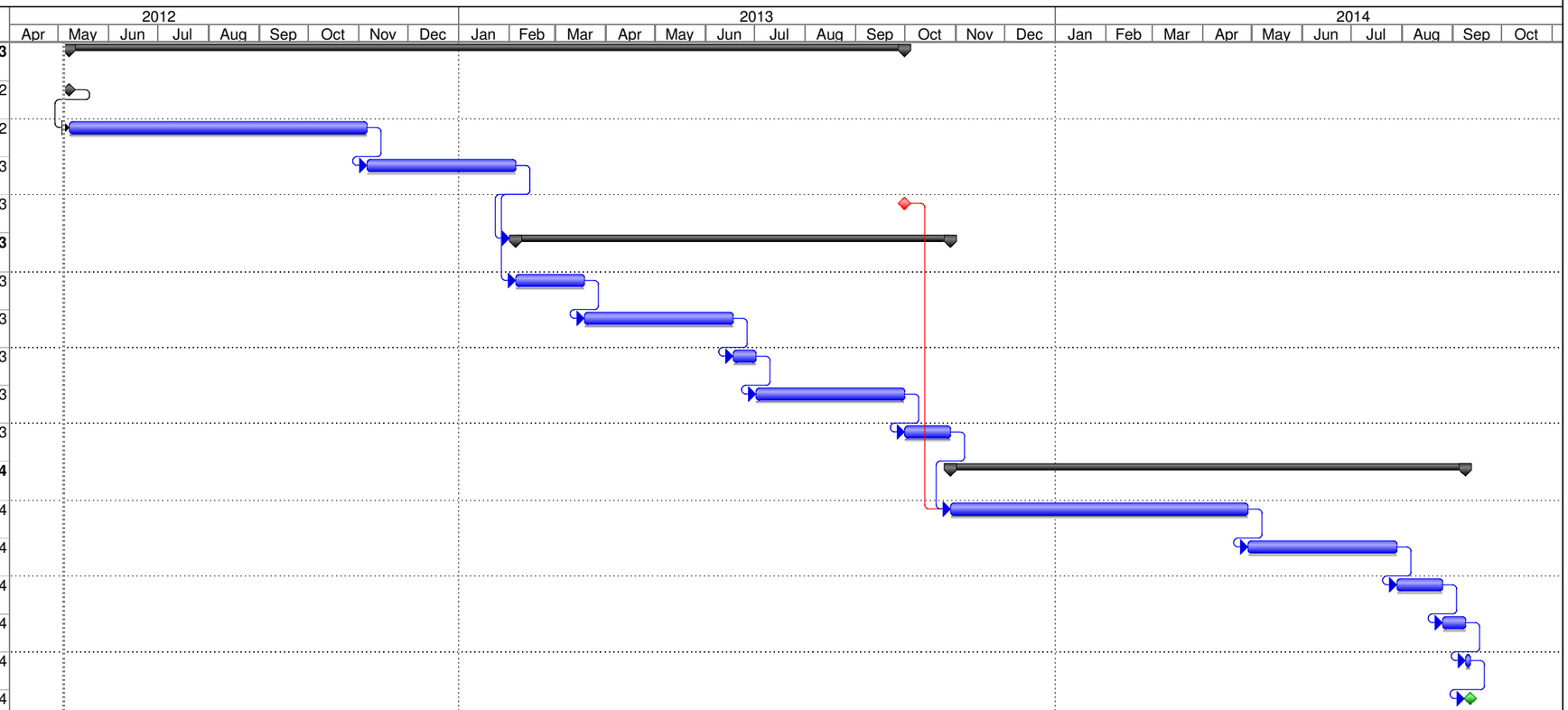








ID	Task Name	Duration	Start	Finish
1	**Development**	**365 days**	**Mon 5/7/12**	**Tue 10/1/13**
2	RFP Submittals	0 days	Mon 5/7/12	Mon 5/7/12
3	Award	26 wks	Tue 5/8/12	Mon 11/5/12
4	Lease Negotiation	13 wks	Tue 11/6/12	Mon 2/4/13
5	Building Turnover	0 days	Tue 10/1/13	Tue 10/1/13
6	**Design**	**190 days**	**Tue 2/5/13**	**Mon 10/28/13**
7	Schematic	6 wks	Tue 2/5/13	Mon 3/18/13
8	Design Development	13 wks	Tue 3/19/13	Mon 6/17/13
9	Landlord approval	2 wks	Tue 6/18/13	Mon 7/1/13
10	Consruction Docs	13 wks	Tue 7/2/13	Mon 9/30/13
11	Building Dept Approval	4 wks	Tue 10/1/13	Mon 10/28/13
12	**Construction**	**225 days**	**Tue 10/29/13**	**Mon 9/8/14**
13	Fit Out	26 wks	Tue 10/29/13	Mon 4/28/14
14	Fixture Install	13 wks	Tue 4/29/14	Mon 7/28/14
15	Testing	4 wks	Tue 7/29/14	Mon 8/25/14
16	Certificate Occupancy	2 wks	Tue 8/26/14	Mon 9/8/14
17	VIP Opening	3 days	Tue 9/9/14	Thu 9/11/14
18	Public Opening	0 days	Thu 9/11/14	Thu 9/11/14



Project: One World Trade Center Obs
Date: Fri 5/4/12

Task | Progress | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Deadline

[redacted]

CHARACTER, STYLE, AND INSPIRATIONAL IMAGES

NYC LANDMARKS

QUEUING EXHIBITS

ONE WORLD TRADE CENTER - OBSERVATION DECK
RIPLEY ENTERTAINMENT, INC

IMAGE 1

TICKETS
ONE WORLD TRADE CENTER
OBSERVATION DECK
TICKETS

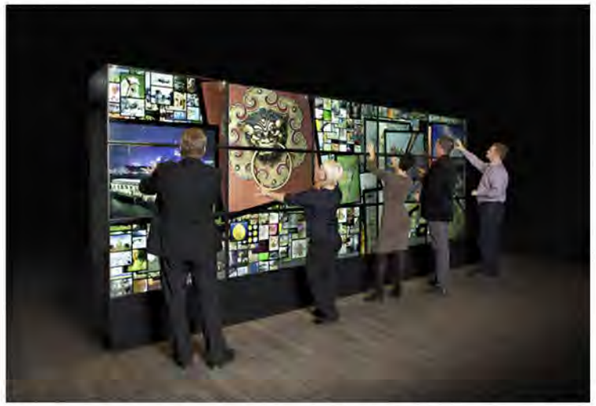
In what New York borough was Jerry Seinfeld born?
How many home runs did Babe Ruth hit in his career?

[redacted]

[redacted]

CHARACTER, STYLE, AND INSPIRATIONAL IMAGES

AQUA GRAPHICS WATER FEATURE



MEDIA WALLS AND INTERACTIVE EXHIBITS

GLASS BOX AND EXTERIOR DECK

ONE WORLD TRADE CENTER - OBSERVATION DECK
RIPLEY ENTERTAINMENT, INC

IMAGE 2

[redacted]

100

CHARACTER, STYLE, AND INSPIRATIONAL IMAGES

CAFE THEMING

RESTROOMS WITH A VIEW

FINISHES

FINISHES

ONE WORLD TRADE CENTER - OBSERVATION DECK
RIPLEY ENTERTAINMENT, INC

IMAGE 3

ONE
WORLD TRADE CENTER

Mind and Body Gallery

thinkwell

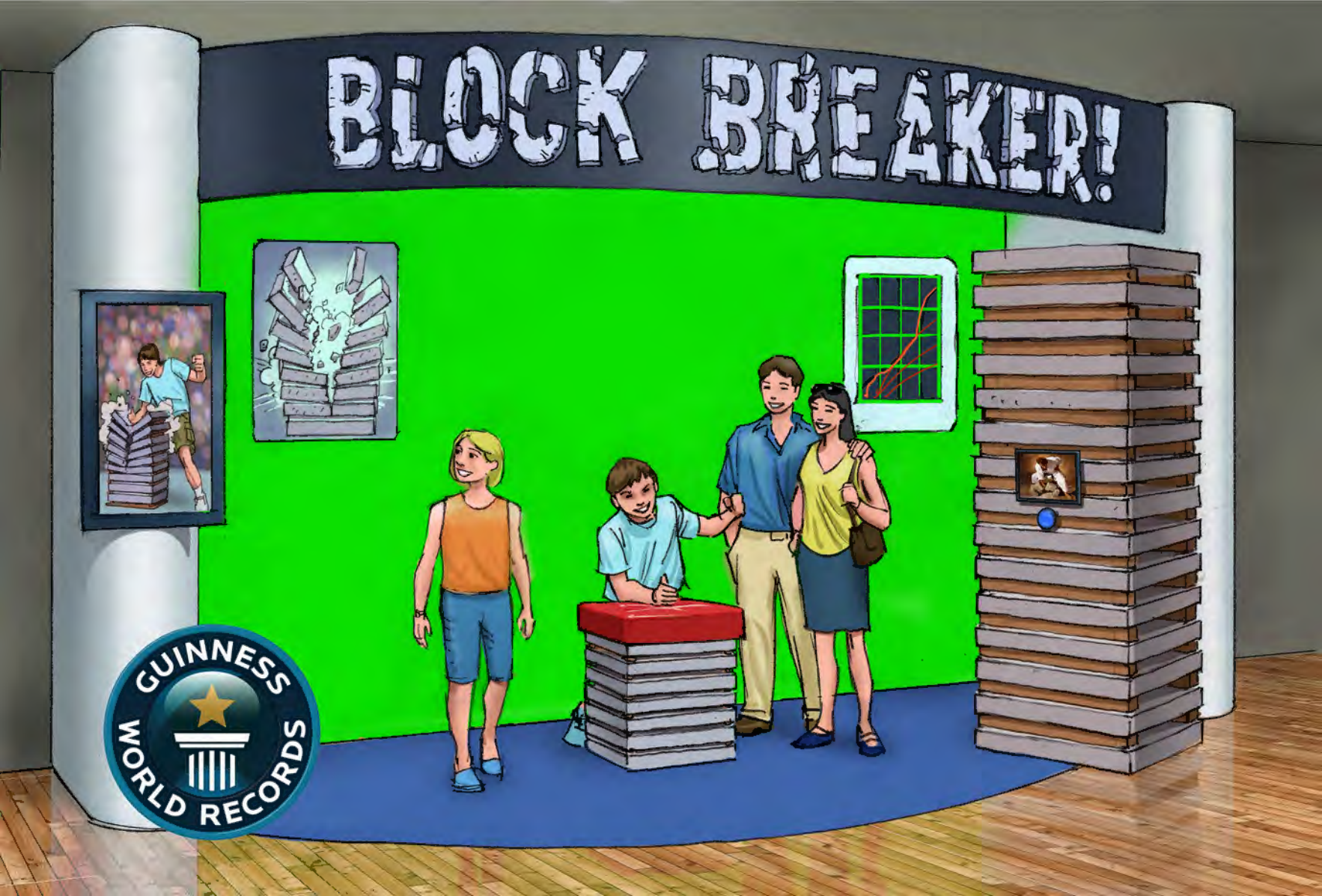
Pop Culture Gallery

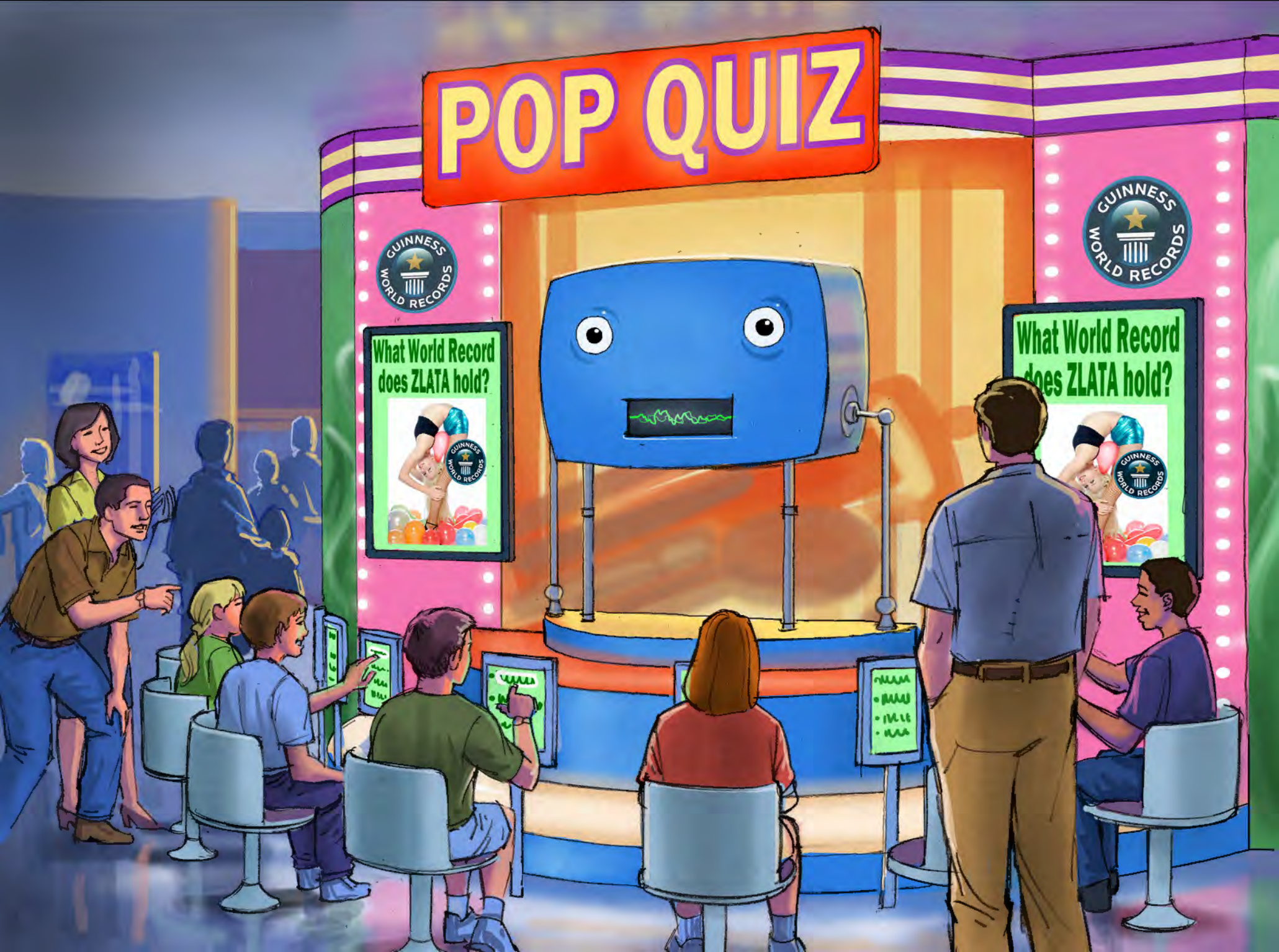
thinkwell

thinkwell

UCC birdseye - progress 050212

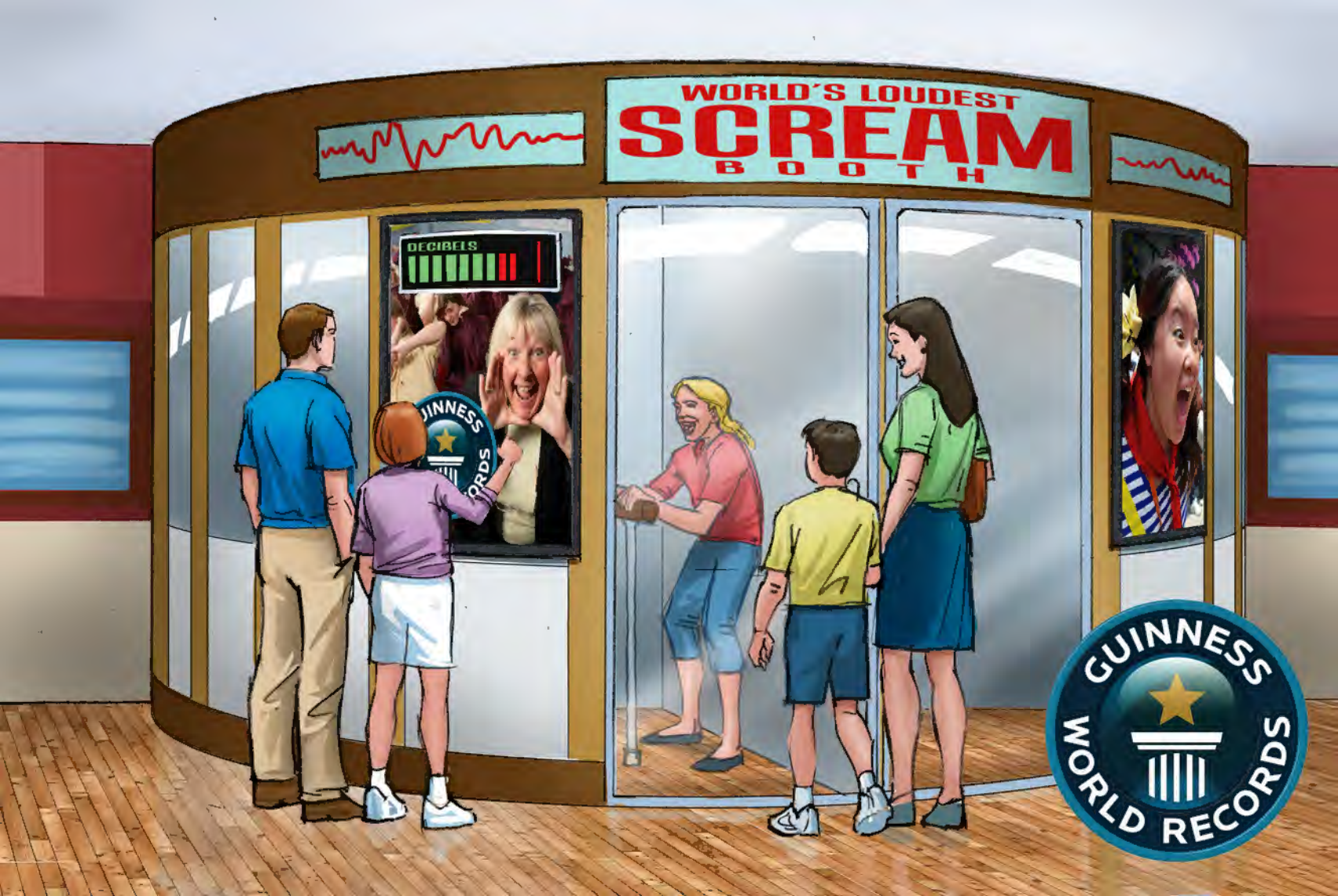
Sports Central - Birdseye (progress) 050212


BLOCK BREAKER!
GUINNESS
WORLD RECORDS

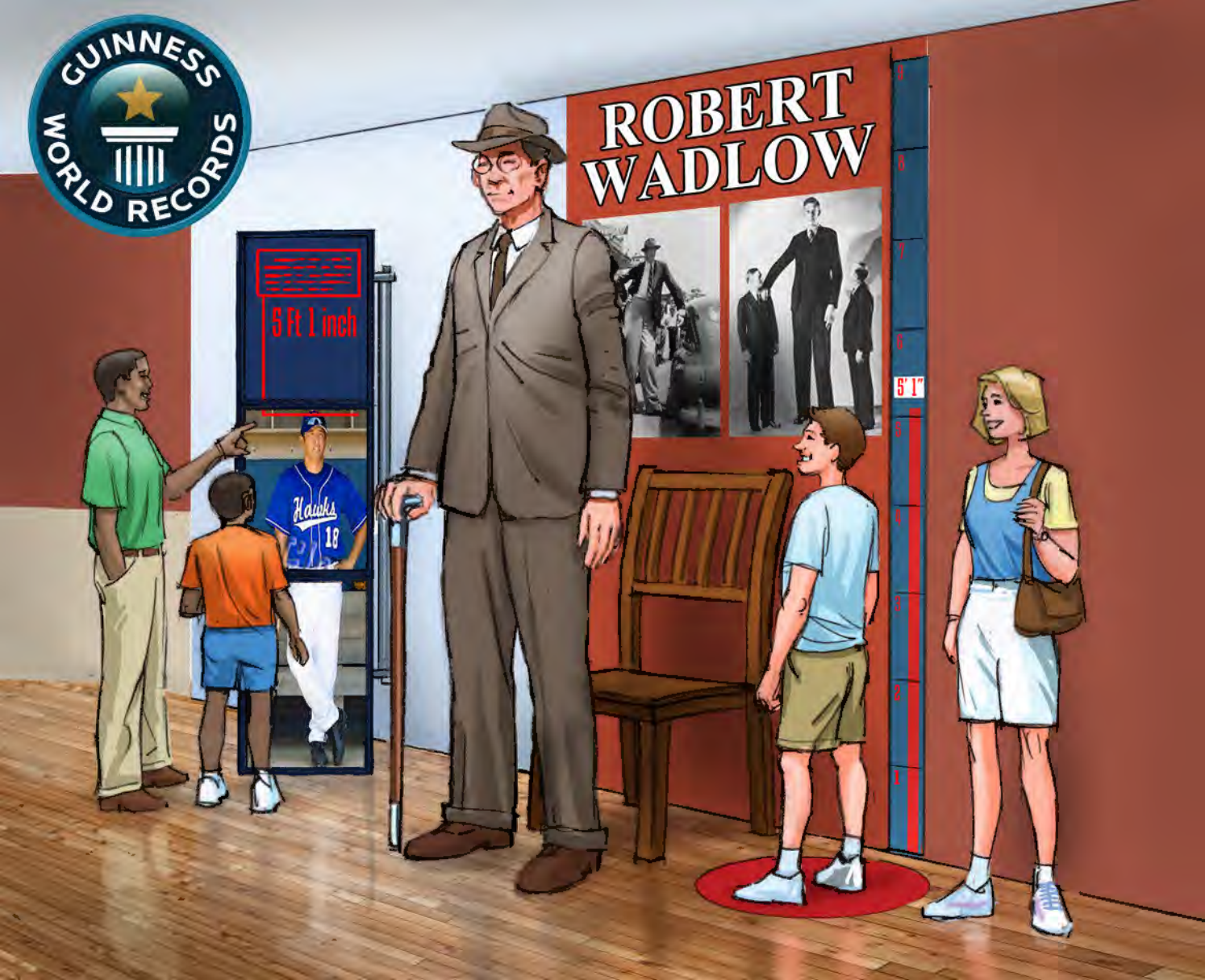

POP QUIZ
What World Record does ZLATA hold?
What World Record does ZLATA hold?
GUINNESS WORLD RECORDS

UDDERLY ABSURD
GUINNESS
WORLD RECORDS

ONE
WORLD TRADE CENTER


WORLD'S LOUDEST
SCREAM
BOOTH
DECIBELS
GUINNESS
WORLD RECORDS

FASTEST DRUMMER
CATEGORY: CLOSED DOUBLE STROKES
COUNT: 241
RECORD: 1744
GUINNESS
WORLD RECORDS


GUINNESS WORLD RECORDS
ROBERT WADLOW
5 Ft 1 inch
Hawks
18
5' 1"

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Ripley Entertainment Inc.
2. Business Address (to receive mail for this RFP):
   7576 Kingspointe Parkway, Suite 188
   Orlando, FL 32819
3. Business Telephone Number:
   (407) - 348 - 8010
4. Business Fax Number:
   (407) - 348 - 0801
5. Firm website:
   www.ripleys.com
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established: 9 / 6 / 89
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   (see Attachment)

9. Officer or Principal of Firm and Title:

Jim Pattison, Jr.

10. Name, telephone number, and email address of contact for questions:

Jim Pattison, Jr., (407)-345-8010

PattisonJr@ripleys.com

11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☑ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.

CONFIDENTIAL - Attachment E

ATTACHMENT 1 of 1

Response to Question 8

Ripley's Aquarium (Gatlinburg) LLC., 52-2086460, 3/6/98-present
88 River Rd, Gatlinburg, TN 37738, 100% ownership

Ripley's Aquarium (Myrtle Beach) Inc., 57-1026842, 4/19/95-present
1110 Celebrity Cir. Myrtle Beach, SC, 29577, 100% ownership

Response to Question 8

Ripley's Attractions, 98-0111792, 9/7/89-present
7576 kingspointe pkwy suite 188, Orlando FL, 32819, 100% ownership

Ripley Leisure Management, 98-0391775, 12/3/02-present
7576 Kingspointe Pkwy Suite 188, Orlando FL, 32819, 100% ownership

Response to Question _____:

Response to Question _____:

Response to Question _____:

Response to Question _____:

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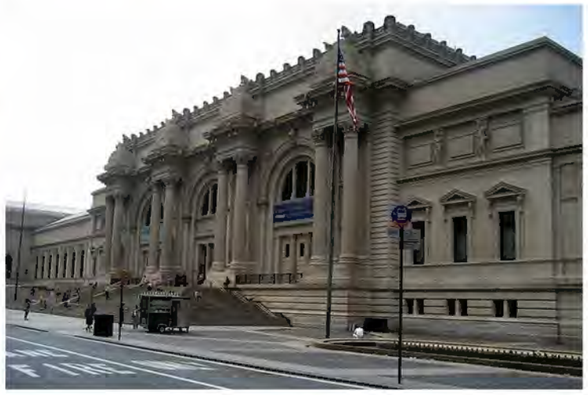
[redacted]

[redacted]

CHARACTER, STYLE, AND INSPIRATIONAL IMAGES

NYC LANDMARKS



QUEUING EXHIBITS

ONE WORLD TRADE CENTER - OBSERVATION DECK
RIPLEY ENTERTAINMENT, INC

IMAGE 1

TICKETS
ONE WORLD TRADE CENTER
OBSERVATION DECK
TICKETS

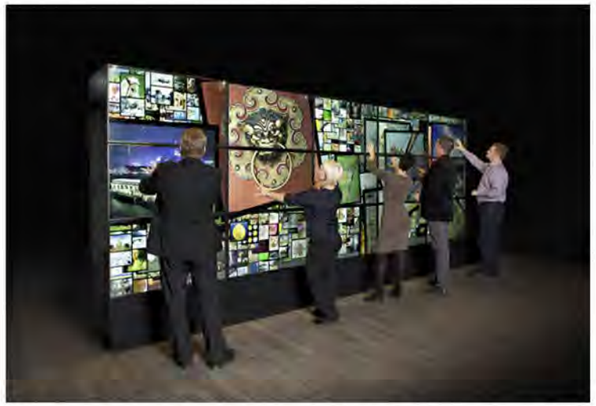
In what New York borough was Jerry Seinfeld born?
How many home runs did Babe Ruth hit in his career?

[redacted]

[redacted]

CHARACTER, STYLE, AND INSPIRATIONAL IMAGES

AQUA GRAPHICS WATER FEATURE



MEDIA WALLS AND INTERACTIVE EXHIBITS

GLASS BOX AND EXTERIOR DECK

ONE WORLD TRADE CENTER - OBSERVATION DECK
RIPLEY ENTERTAINMENT, INC

IMAGE 2

[redacted]

[redacted]

100

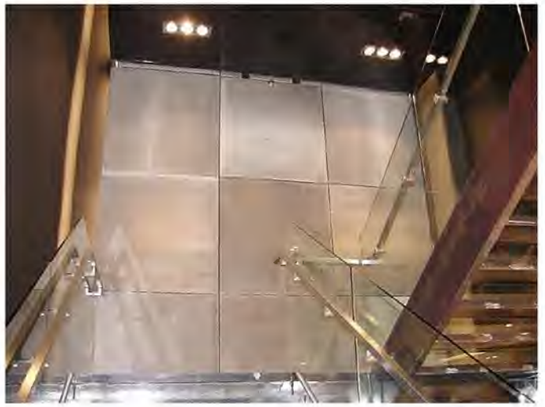
CHARACTER, STYLE, AND INSPIRATIONAL IMAGES

CAFE THEMING

RESTROOMS WITH A VIEW

FINISHES

FINISHES



ONE WORLD TRADE CENTER - OBSERVATION DECK
RIPLEY ENTERTAINMENT, INC

IMAGE
3

ONE
WORLD TRADE CENTER

[redacted]

Mind and Body Gallery

thinkwell

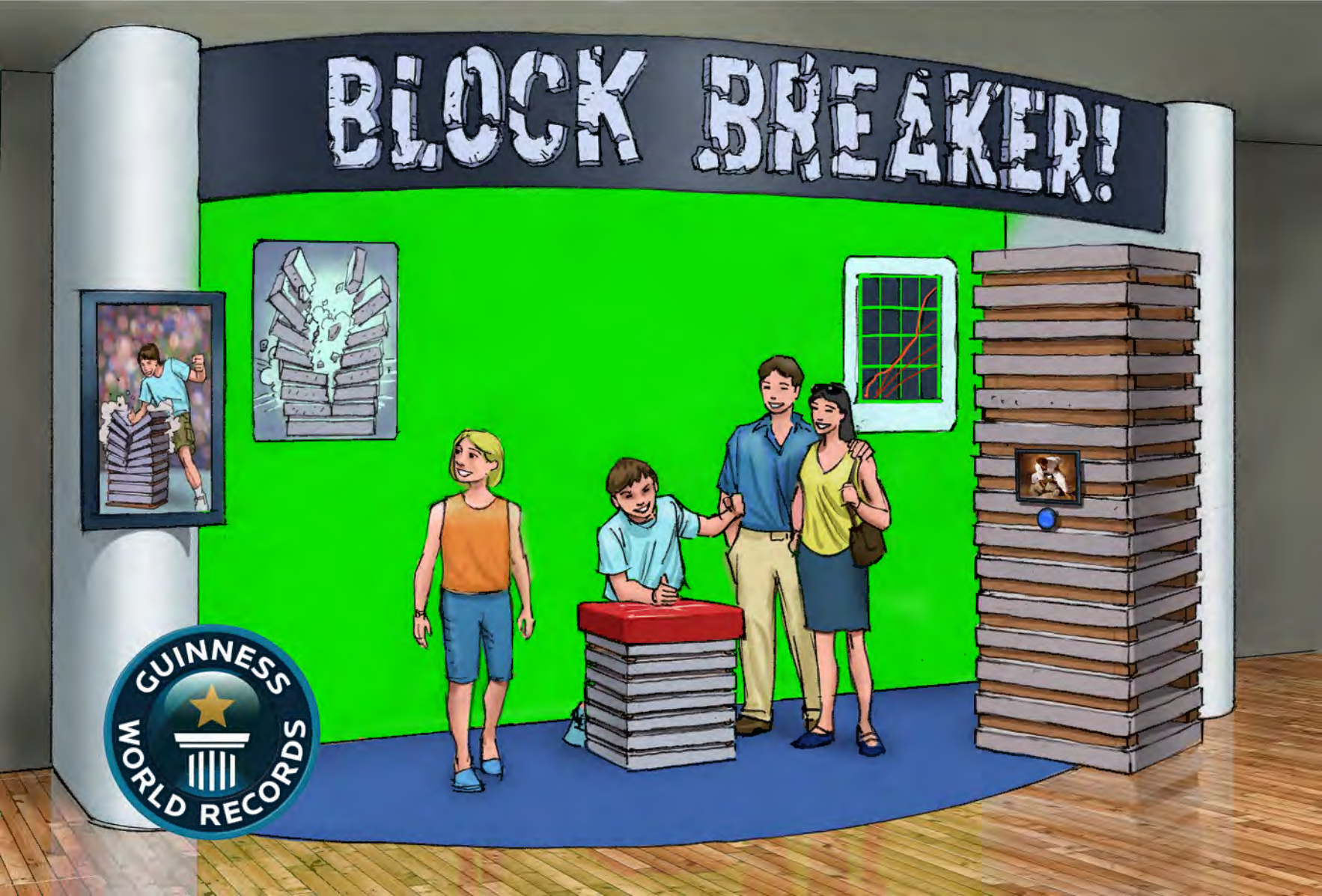
Pop Culture Gallery

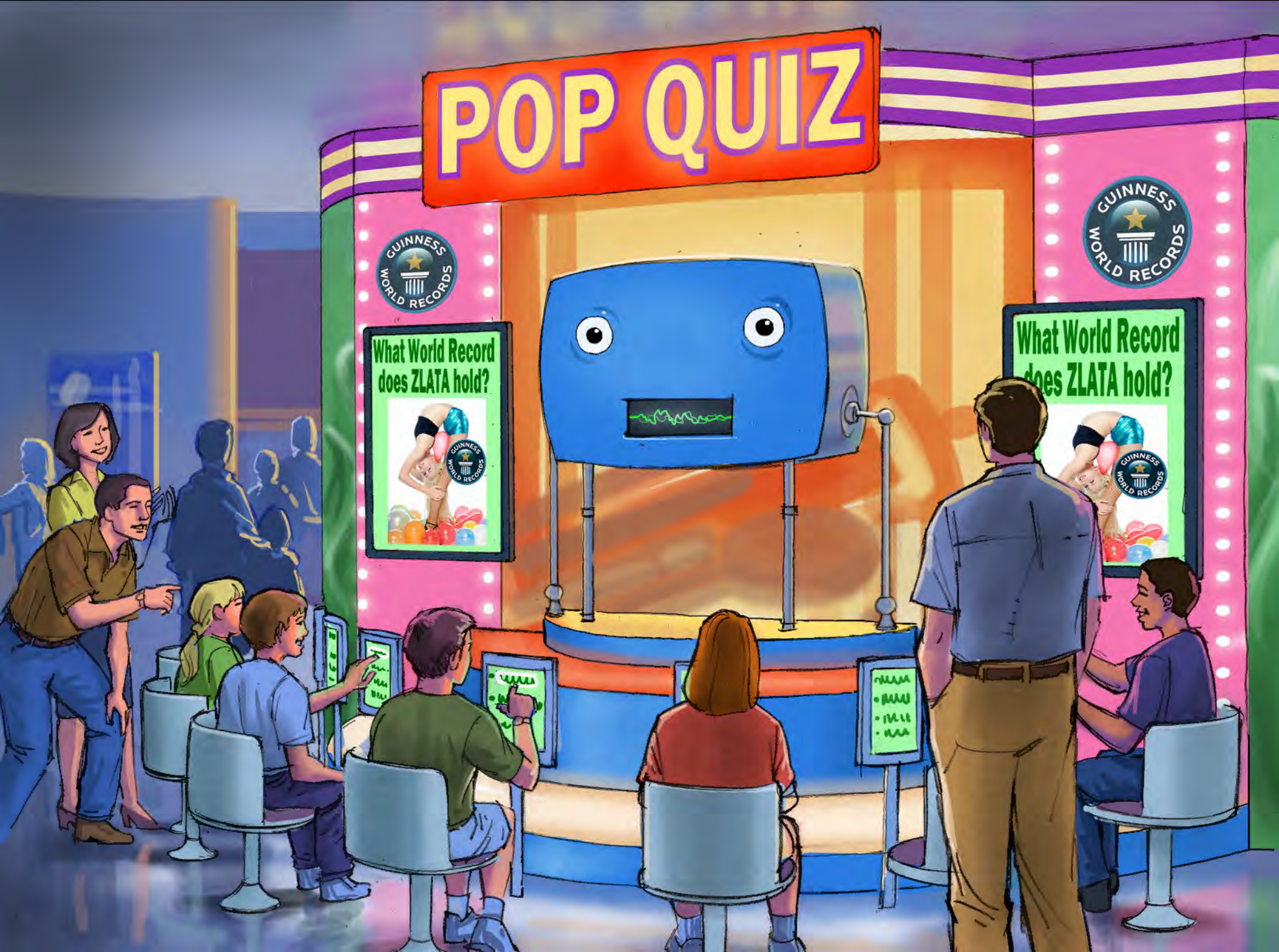
thinkwell

thinkwell

UCC birdseye - progress 050212

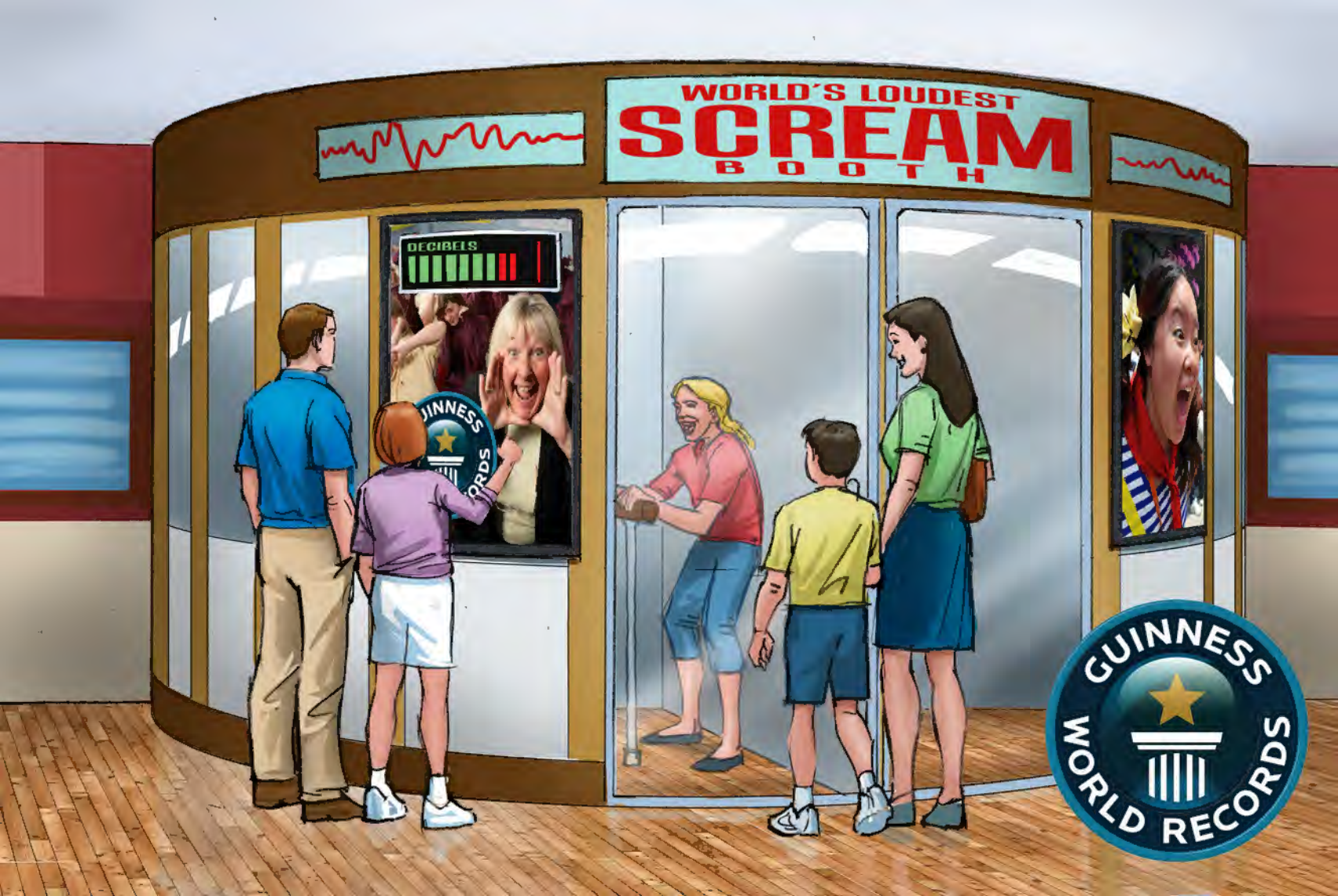
Sports Central - Birdseye (progress) 050212


BLOCK BREAKER!
GUINNESS
WORLD RECORDS

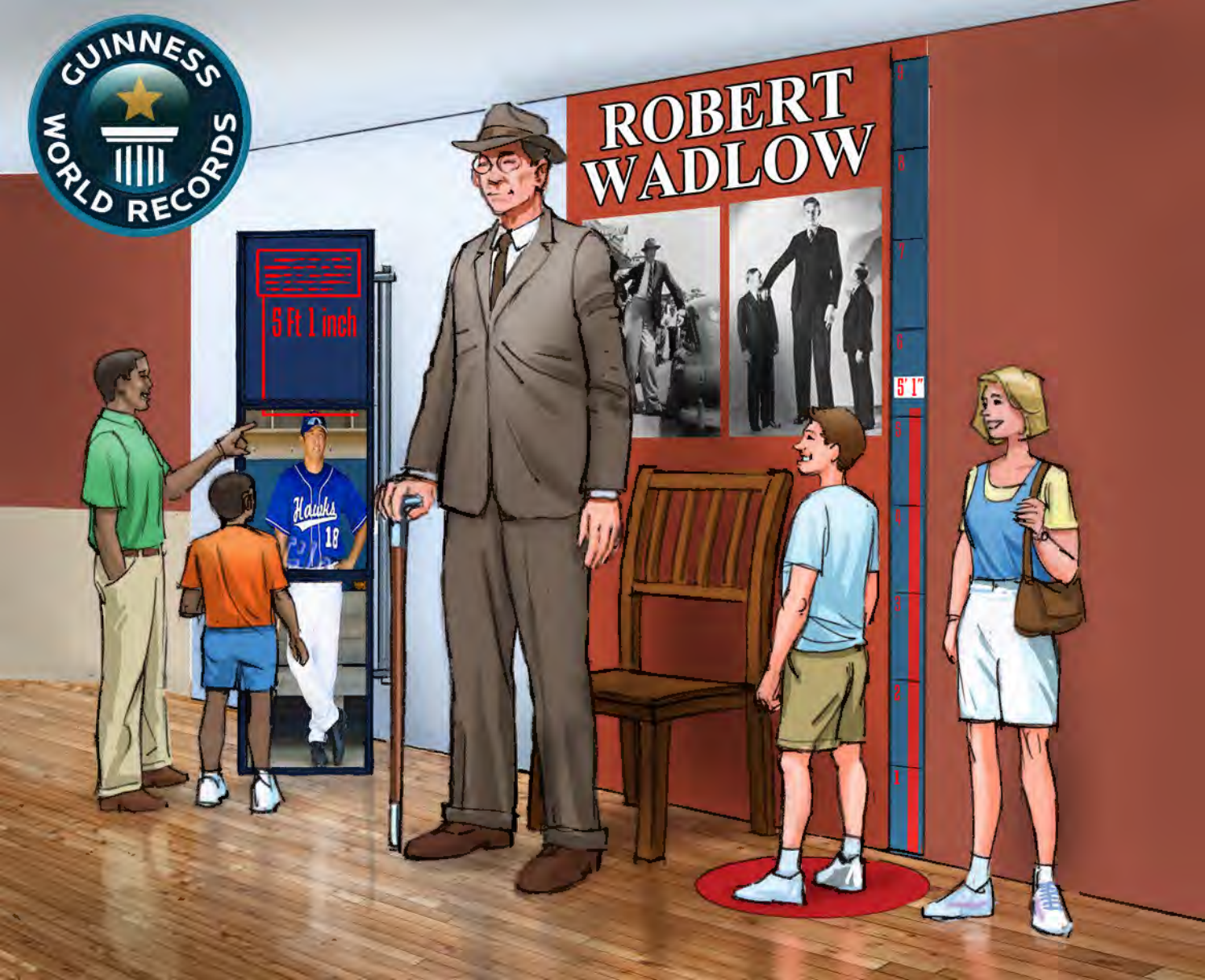

POP QUIZ
What World Record does ZLATA hold?
What World Record does ZLATA hold?
GUINNESS WORLD RECORDS

UDDERLY ABSURD
GUINNESS
WORLD RECORDS

ONE
WORLD TRADE CENTER


WORLD'S LOUDEST
SCREAM
BOOTH
DECIBELS
GUINNESS
WORLD RECORDS

FASTEST DRUMMER
CATEGORY: CLOSED DOUBLE STROKES
COUNT: 241
RECORD: 1744
GUINNESS
WORLD RECORDS


GUINNESS WORLD RECORDS
ROBERT WADLOW
5 Ft 1 inch
5' 1"
Hawks
18

ONE ABOVE

Montparnasse 56 USA
One WTC Observation Deck
Development and Management RFP

ONE ABOVE

Montparnasse 56
One WTC Observation Deck
Development and Management RFP
May 7, 2012

Montparnasse 56
One WTC Observation Deck
Development and Management RFP

230 Park Avenue, 10th Floor
New York, NY 10169
www.montparnasse56USA.com

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1. Cover Letter

COVER LETTER
MAY 7, 2012

Montparnasse 56
One WTC Observation Deck
Development and Management RFP

230 Park Avenue, 10th Floor
New York, NY 10169
www.montparnasse56USA.com

Montparnasse 56 USA LLC (M56) is pleased to respond to the Request for Proposals (RFP) for designation as Developer/Manager of the Observation Deck at One World Trade Center.

M56 is a member of the Montparnasse Group and a wholly owned subsidiary of Montparnasse 56 SA, a privately held company headquartered in Paris, France, which owns and operates Observation Deck venues in Paris and Berlin. We are making the attached proposal as a single entity and, as such, will use the experience we have garnered over the past three decades to develop, manage and operate the Observation Deck at One World Trade Center.

It is clear from the RFP that The Port Authority of NY & NJ and The Durst Organization share a powerful yet fully realistic vision for this one-of-a-kind enterprise. As partners in the building, you expect that the Observation Deck will soon take its place as one of the world's most successful, most visually alluring and most popular destinations. Moreover, it will not only stand as a crown jewel of global and regional tourism, but will also function as a high revenue-generating business.

We believe that Montparnasse 56 is the right team to bring this vision into reality.

We have unparalleled expertise

Observation Deck management is our core business. Today, M56 successfully operates two of Europe's most prominent Observation Decks: the Montparnasse Tower in Paris and Germany's iconic Berlin TV Tower. We have recently gone into contract to acquire and operate a major tourism venue in a large United States city, which further indicates our commitment to becoming one of the premiere Observation Deck managers and operators in the United States. While it is our hope and expectation to be able to describe this project in detail in the near future, a signed confidentiality agreement prohibits us from doing so at this time.

M56 enthusiastically embraces the Owner's vision for this one-of-a-kind venue. And to make this vision a reality, we have assembled an operating team and consulting team with an unparalleled array of skills and experience at the local, national and international level.

M56 will use its proprietary technology to distinguish the Observation Deck at One World Trade Center and position it as an essential "first stop" for visitors. In fact, our efforts in the area of technology have been recognized by the Federation of Great Towers which gave our Berlin TV Tower venue the international Award of Excellence for access control and queuing management features. Our dedication to technological innovation will inform our entire approach. For example, transparent LCD features will educate visitors about New York and New Jersey while multiple mobile applications will facilitate tour planning to other destinations in the area.

To ensure absolute security at this venue, we will draw upon our experience in successfully maintaining public safety at the Berlin TV Tower, a high-profile venue whose prominence and symbolic value bring major security-related concerns.

We will work in close cooperation with the Port Authority, the Owner, the Port Authority Police and the New York City Police Department. To this end, M56 will make a multi-million-dollar investment in on-site security-related personnel and infrastructure, and designate a highly qualified director of security to manage all security-related operations.

Finally, M56 will rely on and enhance its eight-country network of global sales offices – working systematically with 13,200 tour operators worldwide – to market the Observation Deck at One World Trade Center to millions of guests annually.

We will develop a compelling visitor experience

M56 is enthusiastic about the opportunity to introduce this new venue to the world of great Observation Decks. We have conceptually branded the Observation Deck at One World Trade Center as "One Above" – to signify both its identification with this iconic building and to reinforce its presence above the world's most dynamic metropolitan region.

Our program will maximize attendance by both tourists and local guests by providing a visitor experience that goes far beyond the view. Working with a pre-eminent team of historians including Geoffrey C. Ward, six-time Emmy Award winner and writer/co-producer of most of Ken Burns' PBS historical documentaries; Kevin Baker, prize-winning novelist and journalist specializing in New York City-based historical fiction; Gail Buckland, internationally prominent photo-historian and distinguished professor at Cooper Union; the New Jersey Historical Society; and the Brooklyn Historical Society, we will provide visitors with permanent and revolving content that presents an introduction to New York and New Jersey looking at both the past, the present and the future.

To ensure that visitors have access to the most comprehensive and up-to-date information possible about tourism and entertainment opportunities in New York City and New Jersey, M56 has also engaged Time Out New York as a content partner.

Equally important, national and international guests will be treated to some of the best food and beverage offerings available in the tri-state area. Gerber Group, branded as the pre-eminent tastemaker in creating cool, chic and classic bars with modern glamour, will operate the lounge on the 102nd floor. Continuing its successful partnership at Time Warner Center and elsewhere, Gerber will be joined in the food and beverage concession by Chef Marc Murphy. Owner of Landmarc and Ditch Plains restaurants and a frequent guest judge on the hit television show Chopped, Marc will provide his version of classic New York fare as part of the food venue. Through his Benchmarc Events division, Marc will offer New Yorkers and others an opportunity to hold private events within the Observation Deck complex, a venue sure to become one of the most popular in New York/New Jersey.

Our plan maximizes revenue generation

We have designed an innovative guest experience at the Observation Deck with compelling content and visually arresting architecture and design. At the same time, multiple purchasing opportunities will enhance the profitability of each guest visit in addition to admissions revenue. Our plan systematically structures retail programming to ensure that all guests directly experience three successive opportunities to make retail purchases. The event space will generate significant revenues by maintaining a highly active schedule of breakfasts, lunches, dinners, parties, conferences, receptions, media events, business meetings and other activities. And our lounge area will be designed and marketed as a marquee gathering place for Lower Manhattan executives, office workers and residents, filling a definite void in the marketplace.

At the same time, underscoring our long-standing corporate commitment to positive community relations, M56 will donate one percent of ticket revenues to nearby charitable organizations, an amount expected to reach at least $13 million over the lease period.

We look forward to being partners with WTC Tower 1 LLC and want you to benefit substantially from the success of the business. Based on the program herein, M56 anticipates generating an estimated $840 million in nominal dollars in payments to the Owner over the operating term through guaranteed rent and revenue sharing.

We will attract the greatest possible number of tourists from around the region, country and world. M56's eight-country network of global sales offices will feed hundreds of thousands of overseas visitors into the venue annually.

A new chapter in New York City history

The entire world will be waiting in anticipation of the day the doors open to the Observation Deck at One World Trade Center. On that day, The Port Authority of NY & NJ and The Durst Organization will begin to write a dramatic and inspiring new chapter in the history of one of the world's great cities.

Supported by an exceptionally well-qualified operating team and consulting team, Montparnasse 56 USA LLC is ideally suited to ensure the long-term success of this remarkable venue – both as a tourism destination and as a profitable business. We are prepared and fully equipped to join you in transforming this incomparable venue into a true global landmark.

If you desire additional information or have any questions, please contact Eric Deutsch at (212) 808-3018 or edeutsch@montparnasse56USA.com.

Sincerely,

Patrick Abisseror
Chief Executive Officer
Montparnasse 56 SA

Eric J. Deutsch
Vice President
Montparnasse 56 USA, LLC

2. Agreement on Terms of Discussion

AGREEMENT ON TERMS OF DISCUSSION

Original, signed, 8.5" x 11" Agreement on Terms of Discussion (Attachment A) can be found in "original" Appendix A.

Attachment A – Agreement on Terms of Discussion

The Owner's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Owner or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Owner and us). Any such information given to the Owner before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Owner rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Owner.

Montparnasse 56 USA LLC

(Company)

Eric J. Deutsch

(Signature)

Vice President

(Title)

5/2/12

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE.

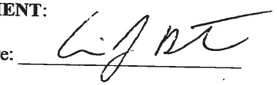
3. Non-Disclosure Agreement

To be fully responsive to the RFP— and to ensure that this document keeps within its prescribed 60-page limit— M56 wishes to provide as complete a presentation as possible of our Business Concept, Business Plan, Financial Proposal, Technical Proposal and Management Proposal. We are thus providing a copy of the signature page of the Non-Disclosure Agreement (Attachment B) here and the complete document can be found in Appendix A.

Original documentation and signatures can be found in the "Original" Appendix.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: Eric J. Deutsch

Title: Vice President

Date: January 31, 2012

Port Authority Handbook NDA 062711

9

4. Certification of Information

An original, signed, 8.5"x11" Certificate of Information for Montparnasse56 USA LLC can be found in the "Original" Appendix A.

Attachment C – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the Owner to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposals for Operator and Manager for the One WTC Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Proposals, unless fully disclosed in the response.
- The firm has examined the Request for Proposals, drawings, and related documents, and hereby submits the attached Statement of Proposals.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Proposals and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Proposals.
- Owner reserves the right to reject any or all Proposals and to waive any formality in the selection process.

Date: 5/2/12

Signed: [signature]

Name: Eric Deutsch

Title: Vice President

Name of Firm: Montparnasse 56 USA LLC

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation X (limited liability company) Joint Venture _____

Under the Law of the State of: Delaware

Legal Address: 230 Park Avenue - 10th Floor
New York, New York 10169

Telephone: 212 - 808-3018

Facsimile: N/A

Web: www.montparnasse56usa.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

5. Executive Summary

M56 is pleased to submit this proposal to develop and manage the Observation Deck at One World Trade Center. The opening of the building will be a significant milestone in the decade-long process to redevelop the World Trade Center site and, with the structure reaching a height of 1,776 feet, will reclaim the Manhattan skyline.

M56 is excited by the opportunity to contribute to the continued renaissance of Lower Manhattan as the developer and manager of this distinguished Observation Deck. As described in this proposal, M56 will make a significant investment in creating the most exciting Observation Deck, event venue and lounge to open in New York City. We have combined our global experience in managing and operating successful observation venues in Paris and Berlin with Scott Gerber of Gerber Group and Marc Murphy of Landmarc Restaurants/ Benchmarc Events, who have created some of New York City's most sought-after food and beverage venues. Our collaboration with Gerber and Landmarc ensures that the Observation Deck, the event venue and lounge will together make this one of the world's great destinations.

This rich, imaginative and varied plan stimulates guests, maximizes revenue, and sets the stage for one of the world's most exciting and well-attended destinations.

CONCEPT

We have conceptually branded the Observation Deck at One World Trade Center as "One Above" – to both signify its identification with this iconic building and to reinforce its presence above the world's most dynamic metropolitan region.

A successful Observation Deck must offer visitors a panoramic and visually arresting view. But a spectacular view alone does not ensure long-term success—especially when the deck faces strong and well-established competition. M56's business approach is to offer a wide spectrum of features and amenities that exceeds the expectations of guests of every category, from global tourists to business professionals to local event attendees. This business strategy will succeed by:

- Maximizing attendance by both tourists and local guests
- Leveraging advanced technology as a competitive differentiator
- Leveraging the site's educational and tour-planning features to position the venue as the natural "first stop" for all visitors to New York City
- Continually improving the visitor experience through market research and customer surveys
- Maximizing revenue generation throughout the operation

M56 will deliver an exemplary guest experience at each stage of the visit. Our program includes the following key elements:

- Arriving visitors enjoy retail and photographic opportunities on Base Level B2; timed ticketing expedites tours
- Elevators feature stimulating visual effects
- The 100th floor – with highly dramatic design elements – focuses fully on a viewing experience enhanced by an innovative, interactive transparent LCD feature that informs and educates – and helps guests plan their New York City visit
- The 101st floor – featuring a stunning "glass bridge" build-out – combines the viewing experience with food venues, retail and irresistible photo opportunities
- The 102nd floor houses the lounge and event space

This rich, imaginative and varied plan stimulates guests, maximizes revenue, and sets the stage for one of the world's most exciting and well-attended destinations.

BUSINESS PLAN

M56 has developed a comprehensive business plan based on more than 30 years of experience as a developer/ operator of tourist attractions which has been complemented by an abundance of local expertise. Key components of the plan include:

An understanding of the visitor market

A market study conducted by HR&A Advisors, Inc. analyzed demand, pricing and competition for Observation Decks in New York City and lounge and event venues in Lower Manhattan. HR&A estimates that the Observation Deck could attract approximately 3.3 million visitors, including tourists and residents, in a stabilized year. This estimate informs many of our assumptions about the venue's revenue potential.

Multifaceted marketing and advertising

M56's advertising campaign includes a full range of conventional and social media components, complemented by top-quality printed collateral. We budget $3 million for the first year, including pre-launch, and $2.5 million annually thereafter.

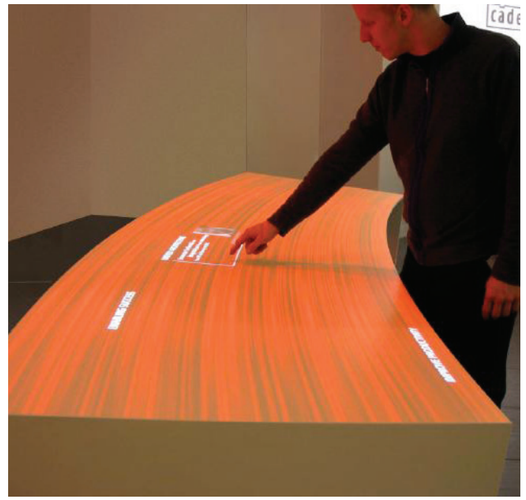
Advanced sales and ticketing

M56's network of international sales offices has relationships with 13,200 tour operators worldwide, which will ensure that this venue is systematically included on the itineraries of millions of visitors each year. In addition, M56's award-winning, proprietary, timed-ticketing operation minimizes idle waiting periods. Visitors buying tickets on-site can receive a text message when it is time to enter the line. Instead of wasting time waiting around, guests will be able to visit nearby attractions and shopping, such as the retail amenities in the World Trade Center complex.

Unique visitor activities

While the view will attract people to the site, the intriguing mix of activities will get them to stay. M56's proposed program includes:

- **Technology integrated into the view.** M56's design integrates transparent LCD technology to enhance the vista in a dramatic manner that allows each customer to tailor his or her view to their specific interests.
- **Interactive LCD kiosks to position the site as a "first stop" for tourists.** The 101st floor's advanced technology tour-planning offering will systematically drive attendance and revenues by branding the Observation Deck as the obvious "first stop" for visitors to New York City. Visitors will get a current and historical overview of New York City simply by pointing to landmarks through sealed in window screens. Transparent picture and text options will appear with historic and cultural information curated by an award-winning team of U.S. historians. These interactive screens will help visitors plan their citywide tours.
- **High-quality food and beverage offerings with a New York "vibe".** The partnership between Gerber Group and Chef Marc Murphy's Landmarc restaurants ensures



profitable, high-quality food and beverage concessions. Landmarc's 101st floor food venues will offer innovative menu options appealing to any palate at a range of price points. The 102nd floor will offer a "hip" bar, lounge managed by Gerber Group – and an event space under the direction of Marc Murphy's Benchmarc Events. A full event calendar will attract both tourists and locals. M56's global network of field offices will schedule group tour events for breakfasts, lunches and dinners.

- **Irresistible photographic moments. Photo concessions employ professional, outside vendors.** Base Level B2 offers a "green screen" photo opportunity. A 101st-floor "glass bridge" will be a "must-have" photo spot – but only house photographers will be positioned to capture the best angles. We maximize point-of-sale opportunities by sending guests back to the Base Level retail space to pick up photos.
- **Diverse shopping.** Emulating our retail success at our other venues, we will create a 2,000-square-foot retail space on Base Level B2 offering branded merchandise, guidebooks, postcards and mementos. Visitors can create personalized souvenirs using 3D extrusion machines. The 101st floor's 750 square foot retail component will parallel the B2 retail element.

Outstanding Customer Experience
M56 provides an exciting, information-rich and seamless experience. Our model's success is driven by timed ticketing — advanced technology that informs and assists — incomparable visual and design enhancements — quality retail and photography — and top-notch food, beverage, lounge and event space offerings.

FINANCIAL PROPOSAL

Based on more than 30 years of experience developing and managing similar Observation Decks and infused with the expertise of local construction, building management consultants, and financial advisors, M56 prepared an extensive pro forma that estimates total costs through design, construction and start up activities. M56 based its revenue estimates on conservative, market-driven assumptions that it fully expects to exceed based upon its innovative program and operational experience.

M56's financial offer provides a very generous financial commitment to the Owner through guaranteed rent and profit sharing without requesting any additional Owner investment for build-out. In addition to investing more than $43 million to develop the venue, M56 will pay the Owner a total of $270 million in guaranteed base rent over the term of the lease in addition to a total estimated percentage rent of $570 million from ticketing, photography, retail, food and beverage, and event revenues. This amounts to an expected total payment of $840 million. M56 will also be responsible for all CAM, PILOT and BID fees as detailed in the RFP.

In addition to leveraging its own financial resources, M56 has secured a debt commitment for $30 million from Entertainment Property Trust (EPT), an investment-grade, Real Estate Investment Trust with a market capitalization of $3.5 billion. EPT is committed to fueling M56's growth in the United States.

Montparnasse 56 USA has a well-qualified team of professionals to develop and operate the Observation Deck.

TECHNICAL PROPOSAL

M56 and its consultant team have extensive experience developing and operating complex projects. We propose a tightly choreographed 20-month schedule to design and construct the venue and launch business operations. We will have ongoing involvement from senior staff at our Paris and Berlin Observation Decks, particularly during the launch of operations. Critical milestones include:

- Execution of the lease with the Owner
- Obtaining construction permits at least nine months prior to opening
- Launching New York advertising
- Hiring the general manager, security director and other key personnel
- Opening

MANAGEMENT PROPOSAL

Montparnasse 56 USA has a well-qualified team of professionals to develop and operate the Observation Deck. For the first year of planning and development, we will rely on senior staff from our renowned international operations as well as senior management from our current U.S. operations. Key individuals include:

Patrick Abisseror, M56 Group CEO, oversees all current operations of the M56 Group as well as the acquisition and development of new venues. He has more than 30 years of experience in the tourism industry and has been with M56 since 2002.

Eric J. Deutsch, head of US operations, has overseen the company's expansion into the US market since he began his tenure in 2011. Mr. Deutsch has over 20 years of experience in real estate development in New York City.

In addition, senior staff from M56's Paris and Berlin operations will be extensively involved in planning the venue and building the staff capacity to operate it. They include:

Jean-Marc Champrobert, General Manager of our Paris Observation Deck, has 16 years of experience in the tourism industry and has overseen the dramatic growth of Montparnasse Tower.

Christina Aue, General Manager of our Berlin Observation Deck and revolving restaurant, has overseen installation of our award-winning ticketing system, and the recent renovation of the venue.

Bernd Ziegler, IT Manager and Controller of our Berlin operations, has more than 30 years of experience in the tourism industry with expertise in the integration of technology and financial reporting systems.

Management efforts for developing the venue and starting operations will be carefully coordinated. Under Mr. Deutsch's leadership, M56 will immediately retain an experienced construction manager to coordinate design and construction efforts. In addition, M56 will hire a security consultant to ensure security operations are properly integrated into the venue's design and operation and to ensure seamless coordination with the Port Authority security program. M56 senior staff from the Paris and Berlin will support an intensive hiring effort for senior operations staff, including:

- General manager
- Security director
- Marketing director
- Operations director
- IT manager
- Controller

In addition to leveraging its own financial resources, M56 has secured a debt commitment for $30 million from Entertainment Property Trust (EPT)

Food service, lounge, and event spaces are integral to the success of the Observation Deck. M56 is working in association with Gerber Group and Chef Marc Murphy both nationally known, New York City based food and beverage leaders—to develop and operate these components.

- **Gerber Group** is known as one of the world's most influential nightlife proprietors and encompasses 23 iconic venues internationally under such brands as The Whiskey, Whiskey Blue, Living Room and Stone Rose Lounge.
- **Chef Marc Murphy** leads New York City-based Landmarc Restaurants, which has six venues of Landmarc or Ditch Plains restaurants, as well as Benchmarc Events. Landmarc/ Benchmarc has established brand recognition with the popularity and critical acclaim of each of its venues, as well as his growing presence in the media as a regular judge on the Food Network's hit show Chopped.

In addition to the key staff described previously, M56 is committed to local hiring. We plan to hire at least 250 staff members to operate the Observation Deck.

From the time a guest purchases a ticket to when they ride the elevator back down to the ground, M56's operating plan will provide for an unforgettable visit to what will undoubtedly be New York City's leading attraction.

OPERATING PLAN

Four key principles, designed to maximize visitation and revenues, drive M56's operating approach for the Observation Deck:

Outstanding customer experience

From friendly and knowledgeable staff to compelling content to diverse food offerings to vibrant architectural design, M56's Observation Deck will offer much more than just a view – along with the lounge and event space, this will quickly emerge as a "must go" destination in Lower Manhattan.

Innovative technology

The ongoing technological revolution has created new mechanisms for interaction and information sharing through mobile devices, 3-D imagery, social media, etc. M56 will use the most sophisticated technology available to enhance the visitor experience.

Worldwide marketing

Our program ensures that the Observation Deck remains the attraction to see in New York for years to come. Using the same approach that has led to our successes in Paris and Berlin, we will implement an exhaustive global marketing strategy, including leveraging our relationship with over 13,000 international travel industry professionals.

Seamless security

The new World Trade Center complex will be among the most security sensitive complexes in the world. M56 is committed to providing that same sense of security to our guests in the most seamless and unobtrusive way possible.

6. Background Qualification Questionnaire

[redacted]

7A. Venue Concept

GENERAL BUSINESS CONCEPT

A successful observation deck must offer visitors a panoramic and visually arresting view. But a spectacular view alone does not ensure long-term success— especially when the deck faces strong and well-established competition, as is the case with One World Trade Center.

To ensure this site attracts the maximum number of visitors and generates maximum revenue, our business approach offers a wide spectrum of features and amenities that exceed the expectations of visitors of every category. This extends not only to global and national tourists – but also local visitors, business professionals, and event attendees from New York, New Jersey and surrounding areas.

By giving visitors more than they expect - by engaging, informing and educating them - by stimulating their imagination whenever possible - and by delivering extraordinary design elements, the site will distinguish itself from competing observation decks. It will also generate the kind of favorable

word-of-mouth reputation – a reputation among tourists, travel professionals and locals alike — that will prove vital to the attraction's continued success, its global appeal, and its lasting, revenue-generating power.

To briefly summarize the program, arriving visitors will enjoy retail and photographic opportunities on Base Level B2 and expedite their tour through a timed ticketing system. Elevator rides feature stimulating visual effects. The 100th floor – with dramatic design elements — is fully devoted to the observation deck experience. The visitor experience on that floor is significantly enhanced by an innovative, interactive LCD feature used to both inform and educate – and to help plan one's tour of New York City. The 101st floor – which features a stunning "glass bridge" build-out of the original floorplate — combines the observation deck experience with concessions, retail and photography. And the 102nd floor is devoted to lounge and event space.

Strategic drivers that propel the business concept include:

- Maximizing revenue generation throughout the operation
- Maximizing attendance by both tourists and local visitors
- Leveraging advanced technology as a competitive differentiator
- Conducting market research and customer surveys that will help guide the continuous improvement of the physical site and improve services to visitors
- Leveraging the site's educational and tour-planning features to position the venue as the natural "first stop" for all visitors to New York City

PRE-ARRIVAL

As with other M56 venues, customers can purchase tickets prior to arriving at the site, either online or through hotel concierges or other ticketing venues.

Also prior to arrival, the site's website will offer various "lenses" of information visitors can use as guides for their journey to New York – as well as access to various tour and ticket packages, and the opportunity to post comments and recommendations on a site blog.

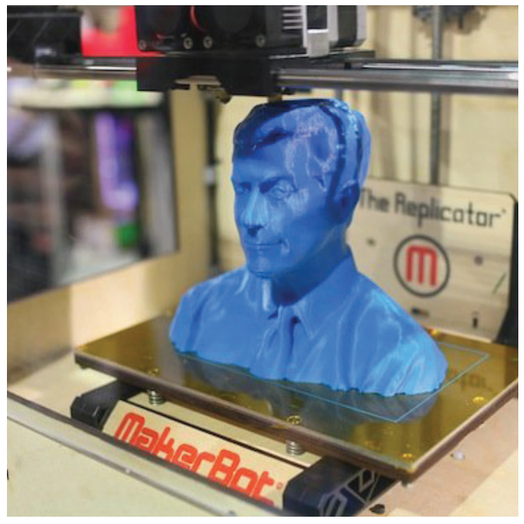
TIMED TICKETING

M56 offers visitors an advanced ticketing system that avoids waits on long lines. This system— in use at our Berlin observation deck— won the international Award for Excellence from the World Federation of Great Towers for its access control and queue management features. Tickets — whether booked in advance or bought on site – would indicate approximate times when the visitor should arrive for entry to the site, or would send SMS text messages advising visitors to come to the entry point at a particular time. Timed ticketing not only makes queuing smoother and more efficient, but also functions as a revenue generator for the Port Authority. Instead of standing idly on lines for long periods, visitors will be free to shop and dine around the World Trade Center campus.

THE VISITOR EXPERIENCE ON BASE LEVEL B2

Individual ticket kiosks will be placed around the large columns on B2 to allow for the pick-up of pre-purchased tickets and purchase of tickets with a credit card. Visitors may also be served at a concierge ticketing area where they can interact with a guest representative, pay cash, and obtain further assistance.

A 2,000-square-foot retail space on B2 will offer branded merchandise, guidebooks, postcards and site-related mementos. Visitors can also create and purchase personalized, one-of-a-kind souvenirs using 3D extrusion technology from MakerBot.



Visitors will access the retail shop at the beginning of their journey and will be guided back there after departing from elevators at the end of their visit. Visitors are sent back to the B2 retail site to pick up two "highlight" photos — and ready-to-mail photo postcards. The first of the two separate photo opportunities is shot on B2 using a green screen with superimposed sky-scape images. The second photograph is taken up on the unique "glass bridge" on the 101st floor from a "walking on air" vantage point accessible only to an on-site professional photographer.

As visitors queue for the concierge ticket area or security screening, they can view a long presentation wall of graphic and digital information about the building, and various "lenses" of information as their tour is about to commence. The queue passes through the security screening area into a waiting space for the elevator entrance, which contains further information on surrounding walls.

Visitors on Base Level B2 can download digital applications to help them navigate both the Observation Deck and chart their overall New York and New Jersey journey. A simple app can be included in the ticketing package. More advanced features will be available at incremental prices to provide more functionality for the visitor and generate added revenue.

THE VISITOR'S ELEVATOR EXPERIENCE

Terrazzo-floored elevator cabs have digital screens on the walls and ceiling. Each elevator begins its journey with passengers surrounded by a solid-color interior. The solid color begins to fragment into multi-color pixels as the cab ascends. The pattern radiates from the center of the cab's ceiling, simulating the feeling of riding through a light beam or into a giant kaleidoscope.

Nearing the 100th floor, the pixels diminish and white light takes over more and more space on the screens. By the time the cab stops – and expectation reaches its peak — the whole interior space has turned a softly glowing white. The doors open onto a corridor that elicits a sense of anticipation and visual inspiration. Visitors then enter the Observation Deck lobby.

THE VISITOR EXPERIENCE ON THE 100TH FLOOR

The 100th floor is dedicated to the classic observation deck experience, with an array of intriguing enhancements.

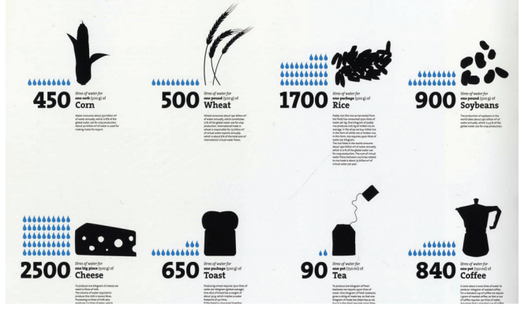
Upon their arrival here, the visitors' great anticipation is at last fulfilled and they eagerly start scanning the full, breathtaking panorama. But the view is not the only

sight that dazzles their eyes. Visitors also immediately note two compelling visual enhancements that complement – in a potent yet tasteful way – the incomparable outdoor vista: a stunning, spiral, structural glass staircase based on this floor, that circulates upward through all three stories of the venue. Visitors also see the lower half of an inspiring, two-story mirror sculpture that projects refracted light and exterior views.

This floor's interactive, transparent touch-screen LCD feature will strongly differentiate this observation deck from its competition. One of the attraction's most technologically advanced elements, the offering serves visitors in two ways: it educates and informs, and it helps visitors plan their tour of New York City.

The transparent, easy-to-use LCD screens are sealed into windows. By touching the screen at the point where a particular landmark or destination is visible, various diaphanous picture and text options pop into view, including a site description, images in adjustable sizes and at different times in its history, and other text and visual content. Written information is viewable in multiple languages.

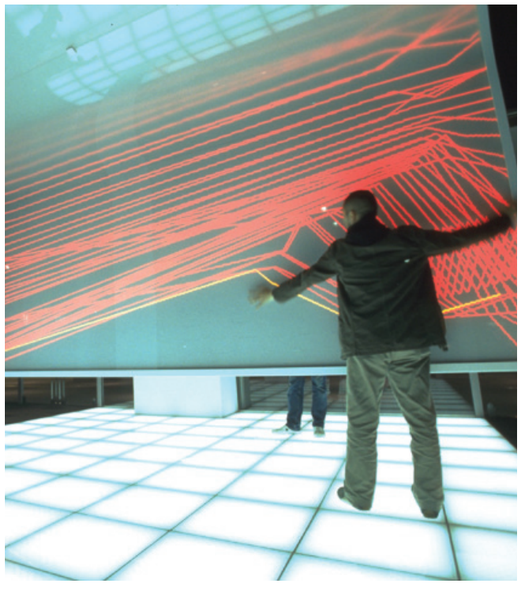
This educational/informational component will be curated by a highly prominent historian/novelist/photo-historian team. Information is arrayed in various "chapters" on such themes as architecture, historical figures, immigration, Wall Street, sustainability, the Hudson River, the Brooklyn Bridge, and others.



In respect to historical content and offerings, M56 has attracted participation from three award-winning luminaries in the fields of New York City history and US history. These include:

- Six-time Emmy Award winner Geoffrey C. Ward, writer and co-producer for most of Ken Burns' celebrated PBS documentaries
- New York Times best-selling historical novelist Kevin Baker, who has published several successful novels based upon the history of New York City
- Internationally acclaimed photo-historian Gail Buckland, a distinguished professor at Cooper Union with access to one of the world's largest portfolios of historic photographs and images

The features of the transparent touch-screen LCD tour-planning component, together with the educational/historical component, will help maximize attendance by positioning One World Trade Center as the natural "first stop" for visitors to the city. The transparent screens helps tourists plan the balance of their itinerary by allowing them to literally see sites they intend to visit and get basic information on how and when to go there. To ensure availability of the most comprehensive and up-to-date information possible about New York City and New Jersey tourism and entertainment offerings, M56 has engaged Time Out Magazine as a content partner.



Also, in the short time since the RFP was issued, M56 has gained commitments of institutional support from the New Jersey Historical Society and the Brooklyn Historical Society to assist with the venue's historical and archival components. These partners represent only a starting point in the process of building valuable institutional partnerships. M56 will reach out to a spectrum of additional, potential partners to provide content.

The 100th floor also includes a "Digital Window" with real-time views from corresponding locations of the deck, a "Facet Exhibition Wall," and large, fixed kaleidoscopes providing colored refractions of the view.

THE VISITOR EXPERIENCE ON THE 101ST FLOOR

Reflecting the RFP's call for "extraordinary and innovative" concepts, this floor delivers an unusually powerful viewing opportunity through the addition of a bold architectural feature: a built-out "glass bridge" extension of a portion of the 101st floor floorplate.

This dramatic enhancement will further differentiate One World Trade Center from its competition by giving visitors the sensation of "walking on air" or being suspended in space, while offering incomparable photo opportunities. Taken

This dramatic enhancement will further differentiate One World Trade Center from its competition by giving visitors the sensation of "walking on air" or being suspended in space...

together, the glass spiral staircase, the two-story mirror sculpture, the "glass bridge" and the view itself will provide visitors with a unique and mesmerizing experience.

This floor's 750 square-foot retail component parallels the retail element on Base Level B2 by offering a wide array of branded and customized items. In addition, capitalizing on the "walking on air" visual element of the "glass bridge," a professional photographer stationed on this floor will shoot the second of two featured "highlight" photos, the first having been taken before a green screen on Base Level B2. Visitors pose here for a uniquely angled "I am suspended in mid-air over Manhattan" shot, but can only pick up both photos — or ready-to-mail picture postcards — upon returning to B2.

The location-related programming of these two "highlight" photo opportunities reflects a well-established retail strategy of repeatedly exposing visitors to direct point-of-sale opportunities through the way tours and amenities are structured. The first photo is taken on Base Level B2 and the second on the 101st floor. Visitors, however, must return to the Base Level retail concession to pick up both "highlight" images.

Both here and on the 102nd floor, the M56 business concept places special emphasis on the quality of the venue's food offerings, lounge and event space components. Thanks to a highly prominent and successful food service team, this aspect of deck operations will function as a compelling competitive differentiator and revenue generator.

This floor's food area, operated by Marc Murphy of Landmarc, a nationally prominent chef and restaurateur with a strong New York following, will offer an accessible menu of snacks, salads and sandwiches at prices visitors can afford at all times.

Three food and beverage kiosks will be stationed on one side of the floor, with a beverage station and a small wine and beer bar on the other side. Along with seating, a bar-height counter will run along the mezzanine rail. Food areas will be open from 9:00 am to 10:00 pm, seven days a week.

A concierge counter is situated near the glass staircase. Visitors can purchase upgrade passes here to continue their journey to the lounge area on the 102nd floor. The 101st floor will also provide added space for large events that cannot be fully accommodated in the event area on the 102nd floor.

THE VISITOR EXPERIENCE ON FLOOR 102A

This floor is dedicated to a lounge and special event space. The floor will be managed by Scott Gerber of Gerber Group, a highly successful nightlife proprietor with 23 venues internationally. Gerber will be working in partnership with Marc Murphy of Benchmarc. The space will be designed to resonate with New York and New Jersey locals, with business people in Lower Manhattan, and with visitors to One World Trade Center.

It will help bolster Downtown's position as the most-talked-about Manhattan neighborhood, and serve as the hot new daytime and nightlife destination for all occasions while embodying a classic "New York vibe." This will be "the place" to see and be seen for visitors and locals alike.

This floor is also available to guests visiting the 101st floor. For a slight added charge, these visitors have the opportunity to ascend to the "hip" lounge venue on 102 to enjoy a snack or a beverage.

To schedule the fullest possible calendar of revenue-producing events, M56 will replicate an international business strategy at One World Trade Center that has proven highly successful at our Paris and Berlin observation decks. Tapping our global network of sales offices, we will work with tour companies from across the world to augment group visits with group events at the Observation Deck. Under this proven and profitable business model, M56 regularly brings in large numbers of overseas visitors for breakfast, lunch or dinner events at the European destinations. We will boost revenues by doing the same here.

In addition to high-profile events garnering national and international media attention, this flexible event space will accommodate a full spectrum of event styles, whether hosting a rehearsal dinner, wedding or corporate event — or hosting movie premiere parties, fashion house fetes and the Tribeca Film Festival.

Gerber Group and Benchmarc team will craft unique events by marketing the property to building tenants, local businesses and tourists, and by leveraging their ability to cross-market this exceptional location throughout their properties worldwide. Drawing upon their extensive contacts, relationships and experience, the vendor team will rapidly establish One World Trade Center as a premier event destination. The bar and lounge will be open from 11:00 am to 2:00 am, seven days a week. The floor has been designed to optimize revenue and operating efficiencies.

One large bar will be positioned along the glass and a second service bar will be located under the mezzanine. Terrazzo-floored event space will feature a large crystal-style chandelier at its center. A bar will serve special events. The event area can accommodate ten round tables with 200 stackable chairs.

Drawing upon their extensive contacts, relationships and experience, the vendor team will rapidly establish One World Trade Center as a premier event destination.

A sculptural, reflective ceiling element will run across the top of the ceiling and turn the crystal-style chandelier. Furniture includes a variety of built-in banquettes, dining tables, chairs and lounge chairs. Food preparation and storage space – not a full kitchen — will include standard heating and preparatory kitchen equipment.
Floor 102B (Mezzanine)

The 102nd floor mezzanine presently exists only within the core. It allows access to mechanical and electrical elements. We propose extending this mezzanine into the building's floorplate. This extension will provide additional preparation area for special events, add storage room, and add some "cool," added bar and lounge seating space.

The mezzanine's lounge area will feature high-level finishes similar to that in the main bar. There are staircases on either side of the mezzanine inside the lounge for egress, as well as storage and food preparation areas.

Access to the mezzanine space is provided by an ADA-compliant elevator operating between the 100th and 102nd floors.

All told, the M56 business concept maximizes revenues, pleases and engages the customer, appeals to a broad spectrum of both tourists and locals, takes maximum advantage of space in a number of creative ways, leverages M56's extensive and successful experience in observation deck management, and takes advantage of advanced technology.

Visitor Experience

EXPERIENCE MATRIX

The Observation Deck experience at One World Trade will support any number of visitor demographics. Food/ beverage offerings and exhibit elements may be customizable to accommodate multiple visitor segments depending on particular needs. Multilingual technology applications and personalized catering menus provide flexibility when entertaining domestic or international visitors.

SEGMENTATION

The segmentation matrix at right represents a general cross section of 1WTC visitors, their potential duration of stay and special considerations.

We've identified four general experience models to further communicate the experience story on the following pages:

1. **International Visitors**
2. **Domestic Visitors**
3. **Business Professionals**
4. **Event Attendees**

Sample Guest Profile	Duration of Stay	Special Considerations	Food & Beverage
Tour Group from China (15-20 visitors)	20 minutes	▪ Packaged tour guide experience ▪ Native Chinese speaker ▪ Programmed visit	▪ Catered lunch, specialized menu ▪ Pre-fix price
Tourist Family from Berlin (4 visitors, 2 children)	45 min – 1 hour	▪ Pre-booked tickets online ▪ Self-guided experience, equipment checkout ▪ Special coupon partnership for WTC retail	▪ Snacks/beer and lounge seating on Floor 101 ▪ Return to premium lounge at night
Domestic family from Chicago (2 adults, 2 children)	1 hour	▪ Purchased bundled package for Memorial Museum and Observation Deck ▪ Interactive mobile applications for kids	▪ Ditch Dogs and Big Marc burgers on Floor 101 for the kids
Regional day tripper (2 adults)	1.5 hours	▪ Visitors from Boston ▪ Impulse visit to 1WTC site ▪ Visited local retail shops with promo coupons	▪ Light snacks and cocktail package on mezzanine floor 101
Local Manhattan couple (2 young adults)	1 hour	▪ Already familiar with NYC ▪ First trip to One World Trade ▪ Self-guided tour	▪ Reserved table within lounge space for twilight cocktail hour
Wall Street account manager (1 adult, 2 clients)	1.5 hours	▪ Annual member ▪ Entertaining foreign clients	▪ Morning business breakfast on 102 in special event space ▪ Evening cocktails with clients
Special event attendee (2 adults)	3 hours	▪ Private event on Floor 102 ▪ Special invitation/entrance ▪ Live broadcast of event coverage	▪ Catered event, passed appetizers, champagne and cocktails
School tour group (2 adults, 15 children)	1 hour	▪ Pre-arranged tour ▪ Escorted/facilitated entry ▪ Private guide	▪ Fixed price box lunch ▪ 1WTC Observation deck souvenir included
Elderly retired couple (2 adults)	1.5 hours	▪ ADA access necessary ▪ Not-technology savvy	▪ Light snacks and wine on mezzanine floor 101

The profiles at right represent four different experience categories. Most if not all Observation Deck visitors will fall into one or more of these groups. This will serve a framework for illustrating each visitor narrative on the following pages.

INTERNATIONAL VISITORS

International visitors may be visiting One World Trade from any part of the globe. Key considerations are multi-lingual applications, ticket bundling, tour booking and retail.

SAMPLE PROFILE:

- Vacationing from China
- Native Chinese speakers
- Duration of stay: 20 minutes
- Time of day: afternoon

DOMESTIC VISITORS

Domestic visitors include any US citizen or local New Yorker. Key considerations include highlighting local New York media and events to drive return visitation.

SAMPLE PROFILE:

- Young couple
- Tech savvy
- Local New York residents
- Duration of stay: 1.25 hours
- Time of day: morning/night

BUSINESS PROFESSIONALS

Business professionals are the foundation for the revitalization of downtown. Serving as a key hub for business and commerce, 1WTC has the potential to leverage a strong business community through a tailored premium Observation Deck experience.

SAMPLE PROFILE:

- Condé Nast media executive
- Entertaining clients
- Duration of stay: 1.5 hours
- Time of day: evening

EVENT ATTENDEES

As a premier New York destination the 1WTC Observation Deck will serve as a high visibility event space for any number of clients.

SAMPLE PROFILE:

- Local couple
- Special Event attendees
- Duration of stay: 3 hours
- Time of day: late evening

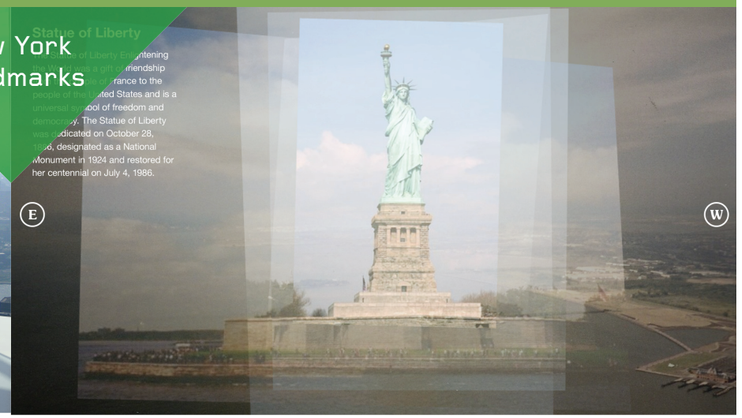
Duration of stay:

20 minutes

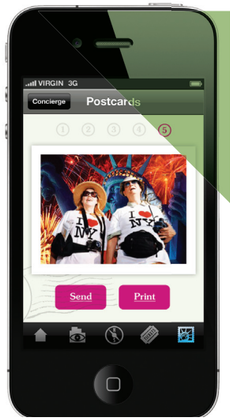
- Chinese tour group visiting from China,
- Family of four
- Pre-organized experience

- Initial contact with interactive experience elements
- Private tutorial provided by tour guide (5 min)

New York landmarks



PURCHASE BUNDLED DISCOUNT PACKAGE FOR LOCAL EVENTS, THEATER AND DINING

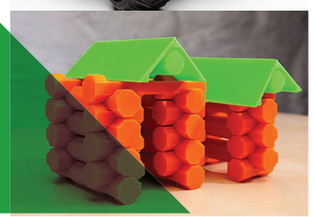


Revenue generation through mobile offerings and technology rental

Personalized itinerary for top New York landmarks

PREPARED SUSHI BOX LUNCH

CUSTOM SOUVENIRS



CHOREOGRAPHED EXIT PLAN, BUS LOADING/ DOCKING AND DEPARTURE.

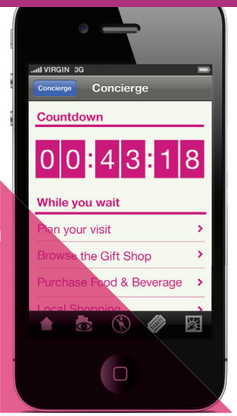
VISITOR EXPERIENCE – DOMESTIC VISITOR

Duration of stay:

1.25 hours

- Local Manhattan couple age: 28
- Timed ticketing
- Memorial visit

- Downloaded mobile application
- Online ticketing
- Local coupon partnership



Retail partnership opportunities near plaza site

- Interactive experience highlights local fashion week events
- Sponsorship through TimeOut New York

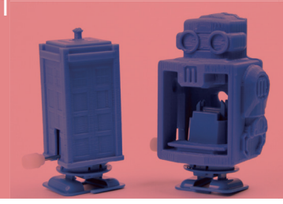
Fashion Week

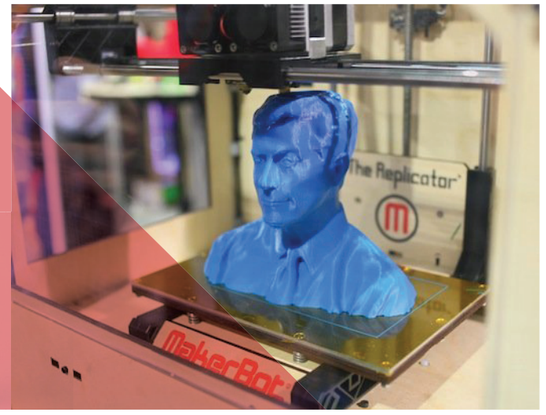
- Discovery of sculptural light/ glass installations
- Photography opportunity
- Social media imagery contest via mobile application
- Authentic marketing stories

AUTHENTIC NEW YORK CITY CUISINE WITH A TWIST:

DITCH DOGS
BIG MARC BURGERS
LOBSTER ROLLS

- Live social media feeds highlighting Observation Deck experience
- Viral marketing
- Custom retail souvenirs





VISITOR EXPERIENCE – BUSINESS PROFESSIONAL

Duration of stay:

1.5 hours

- Works within One World Trade
- Local media executive
- Entertaining clients

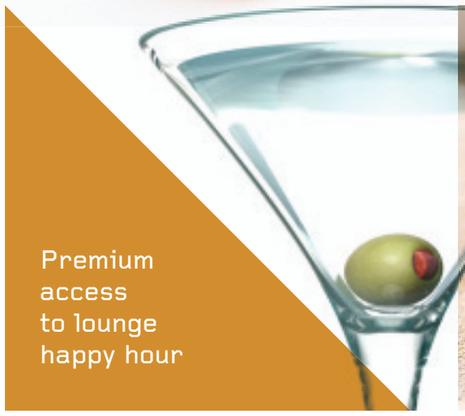
- Corporate Observation Deck membership
- Express VIP access to 102 lounge

CORPORATE EVENT BREAKFAST

CATERED EVENTS

UNIQUE BROADCAST OPPORTUNITIES

LIVE MEDIA COVERAGE



Premium access to lounge happy hour

UNPARALLELED VIEWS

UNLIMITED BUSINESS OPPORTUNITIES

VISITOR EXPERIENCE – EVENT ATTENDEE

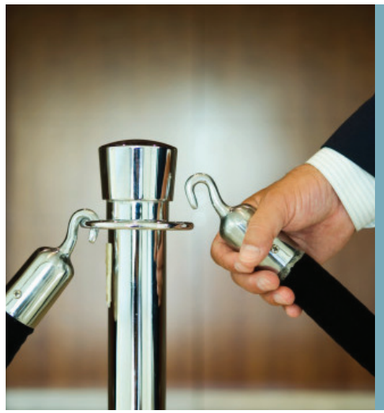
Duration of stay:

3 hours

- Charity gala fundraiser
- Local philanthropic couple

- Special event invitation
- Private VIP entrance
- Express access to 102 event space

- Premium event space
- Coat check
- Passed cocktails and appetizers
- Live music and dancing



Controlled secure access to Observation Deck floors

Curated exhibit experience

CHAMPAGNE & STRAWBERRIES IN PRE-EVENT SPACE, THEMED APPETIZER MENU

Private event photography

One-of-a-kind commemorative souvenir

Premium Dining Experience

Design Concept

One World
One Vision
One Above

BRAND POSITIONING

Brand positioning: A foundational statement that positions the Observation Deck experience within the overall market and highlights key differentiators.

The One World Trade Observation Deck will unify visitors of all backgrounds through shared experiences that celebrate New York City and support a global partnership.

With unparalleled views, we feature an experience that enchants locals and visitors alike. Using a combination of functional and emotional experiences, One World Trade is an essential destination for an authentic, local New York experience with a unique global perspective.

As a comprehensive resource of historical, geographical, and real-time information, we are the ideal location to research, plan and book your visit.

BRAND ATTRIBUTES

Brand Attributes: Traits or characteristics associated with a brand that inform planning and programming as it relates to the overall experience.

INSPIRATIONAL
One World Trade Center is a beacon of optimism and a symbol of New York's dynamism and economic prowess.

ICONIC
A modern aesthetic designed to integrate the view and the experience creates a timeless sensibility. Strategic use of planning and programming bring the visitor closer to New York from a unique perspective.

GLOBAL
One World Trade is an international destination and local icon of New York perseverance. Our visitors are global travelers and local citizens. We bring together cultures from all over the world through shared experiences and common aspirations for the future.

HELPFUL
The Observation Deck will offer much more than just the view. Rich in content and technology, natives and visitors alike will always have something new to discover. Information design, helped by innovative LCD touch-screen technology, is intuitive and accessible across multiple platforms. Local partnerships with top destinations deliver a unique advantage when it comes to planning your experience.

LOCAL
As a comprehensive resource of New York history and culture, One World Trade is a compendium of information delivered at a 1,300-foot level. Dining, entertainment and exhibits support a truly authentic New York experience.

INNOVATIVE
Utilizing the latest advancements in technology, programming and interactivity, One World Trade is at the forefront of communication innovation. Strategic storytelling across multiple media platforms ensures a universal experience for a diverse range of visitors.

SUSTAINABLE
Sustainability is a core element of the 1 WTC design philosophy. The Observation Deck will elevate this level of responsible design as it relates to materials, products and technology tools. Good design is sustainable design, and our goal is to balance human needs, economic requirements, and environmental responsibility at every step of the project, no matter how small or large.

Naming has the power to inspire and delight. “One World Trade” has already established itself as an international symbol. Within this context, the use of “one” supports this vision.

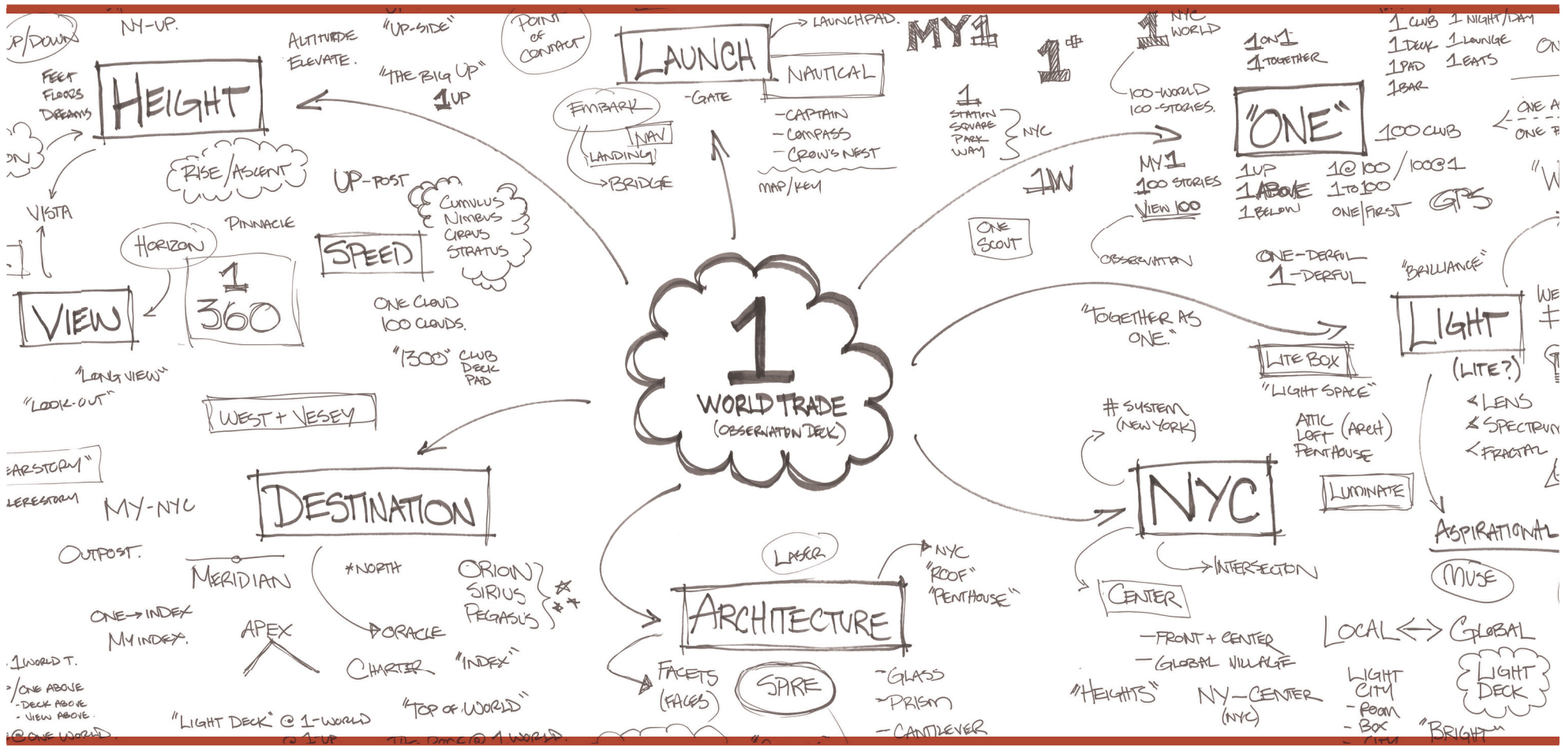
“One” also lends itself to a number of linguistic treatments that begin to establish a unique and ownable branded system of experiences.

The power of
ONE

Complete Experience:
One Above

Lounge Space:
One Above Lounge

“One Above” is a powerful use of that metaphor, supporting the literal interpretation of “above the building” while also reinforcing a theme of unity, partnership, and strength.



ONE ABOVE

ONE ABOVE

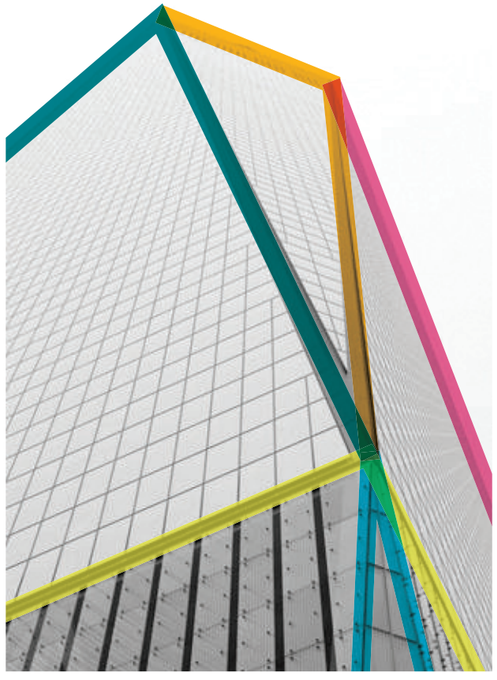
ONE ABOVE

ONE ABOVE

ONE ABOVE

The One Above identity is inspired by the faceted design of the building itself and the prismatic qualities of the Observation Deck.

INSPIRATIONAL
ICONIC
LOCAL
HELPFUL
INNOVATIVE
GLOBAL



Both literally and figuratively, many elements of the building present a "kaleidoscopic" experience. Using this metaphor as inspiration, much of the interior architecture, identity and exhibit elements support a faceted or fractal approach.

The top of the building presents a strong geometric impression of two concentric squares or diamonds. Use of color, shape and form enhance this relationship, creating movement and energy towards the center of the symbol. This amplified experience supports our iconic and inspirational brand attributes.

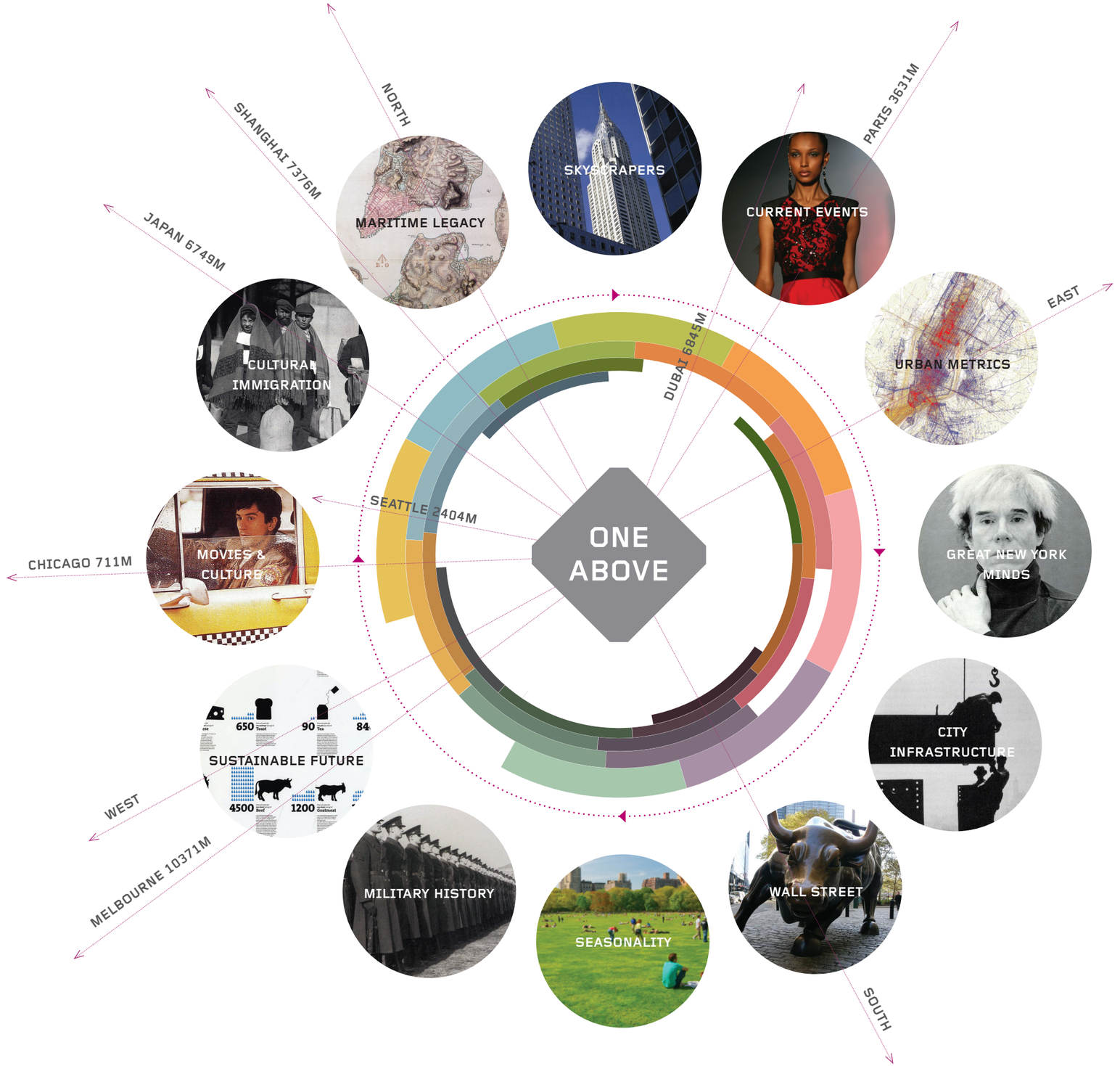
Kaleidoscopic experience elements enrich your view of the city, allowing the landscape to serve as a foundation for information design. Interactive features layer information directly onto the view, creating different "lenses" through which to discover the city.

The "1,300-foot point of view" establishes One Above as a primary destination to explore, plan and learn about New York's culture, history and current events.

Leveraging One Above's unique position and height, information architecture is driven by the actual view itself. Transparent LCD screens allow the visitor to filter information directly through the lens of the city.

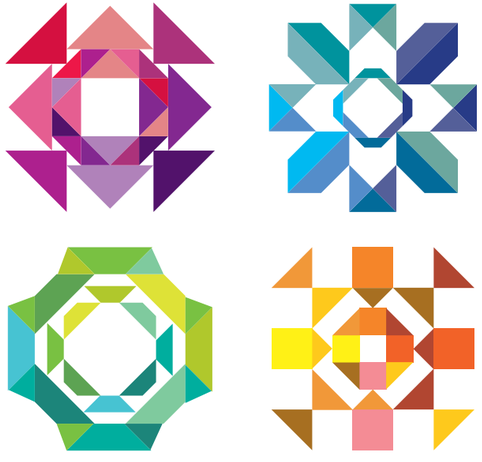
Through a unique lens, visitors will have a top-level view of all things New York to help guide their urban experience. Serving as a destination to both discover and book your experience, One Above has the potential for numerous public and private partnerships.

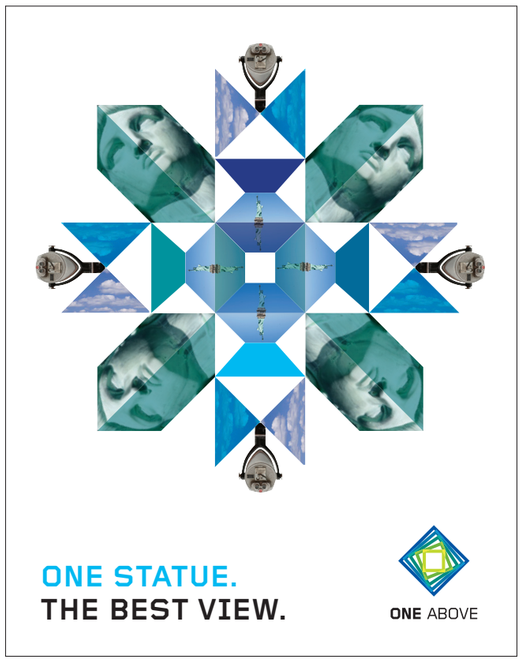
Operating as a self-curated experience, each visitor is able to filter information based on their own personal interests and passions. Supported by a digital concierge, visitors are then able to bundle their activities at one central location.



Creative advertising will play an essential role in marketing the Observation Deck as a multi-faceted experience. A distinctive visual system with integrated messaging and iconic skylines, will position One Above as a unique and versatile destination for any visitor.

Use of "one" as a marketing platform further differentiates the experiences at the Observation Deck as unique and distinct from our competitors





NEW YORK'S NUMBER ONE VIEW
ONE ABOVE
NEW YORK'S NUMBER ONE VIEW
ONE CLUB. ONE NIGHT OUT.
ONE STATUE. THE BEST VIEW.
ONE ABOVE
ONLY 4PM-7PM MON THRU FRI
Subway
Subway
LOFT
LOFT
NYPD SECURITY CAMERA
www.
.net
FAMILIES ARE CONNECTING BETWEEN THE DOTS

Understanding that flexibility is imperative, One Above can accommodate any number of circulation scenarios to maximize revenue and preserve visitor experience.

OVERVIEW

The One Above Observation Deck is designed to support multiple circulation scenarios depending on general visitor access, private event bookings or corporate functions.

The diagram at right represents a typical operating scenario with no special event function. All visitors will enter on Floor 100 and circulate upwards towards 102. Entrance to floor 102 will be at an additional price point. Exit opportunities will be available on both 101 and 102.

The following page illustrates variable circulation options and capacities. This section is followed by a rendered three-dimensional walk-through of the proposed spaces that visually describe the guest experience from start to finish.

102 PREMIUM LOUNGE

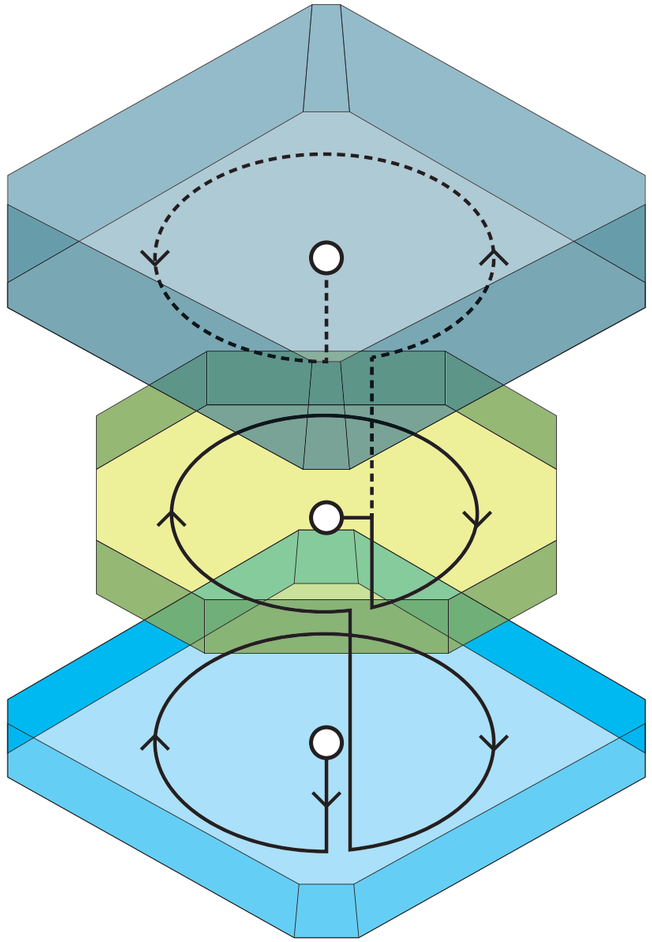
- Downtown's most important gathering space
- Special event space
- Double height ceiling

101 MEZZANINE LEVEL

- Concession style food service
- Retail offering
- Standard experience ticket exit

100 ENTRY LEVEL

- Primary "observation" experience– experience pods, concierge service, interactive exhibits

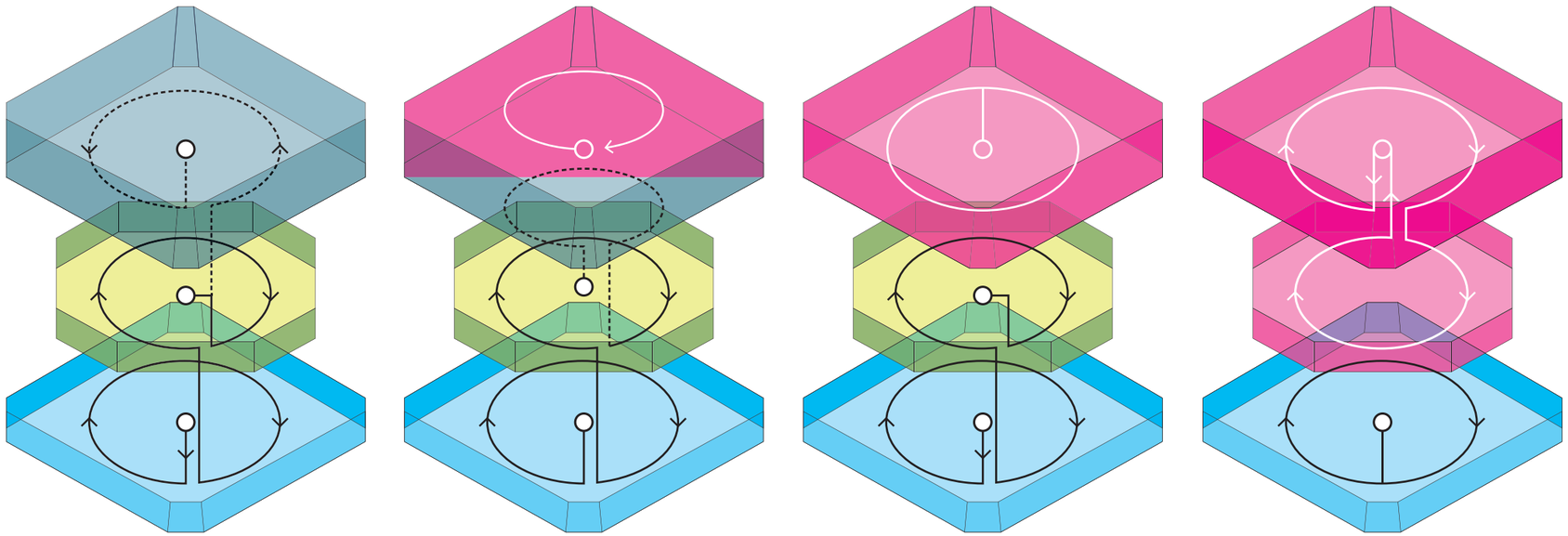


FUNCTIONALITY

The diagrams at right represent four circulation scenarios based on the scale of any given private event. Entry and exit points are flexible depending on a particular situation.

FOOD AND BEVERAGE

All scenario capacities assume food and beverage service on floors 101 and 102. Should service be suspended, capacity may be increased to 480 per floor.



- Private event
- Floor 102
- Floor 101
- Floor 100
- Standard entry/exit
- Standard ticket circulation
- Premium ticket circulation
- Private event entry/exit
- Private event circulation

SCENARIO A

Typical traffic flow
(No private event bookings).

General Entry: 100
General Exit: 101
Premium Exit: 102

OCCUPANCY:
Floor 100: 480
Floor 101: 360
Floor 102: 360

SCENARIO B

Partial booking in event space on floor 102.

General Entry: 100
General Exit: 101
Private Entry/Exit: 102

OCCUPANCY:
Floor 100: 480
Floor 101: 360
Floor 102: 360

SCENARIO C

Full event booking, no premium Observation Deck tickets offered.

General Entry: 100
General Exit: 101
Private Entry/Exit: 102

OCCUPANCY:
Floor 100: 480
Floor 101: 360
Floor 102: 360

SCENARIO D

Unique event booking, full rental floors 101 and 102.

General Entry: 100
General Exit: 100
Private Entry/Exit: 102

OCCUPANCY:
Floor 100: 480
Floor 101: 360
Floor 102: 360

GROUND LEVEL – PLANNING AND PROGRAM

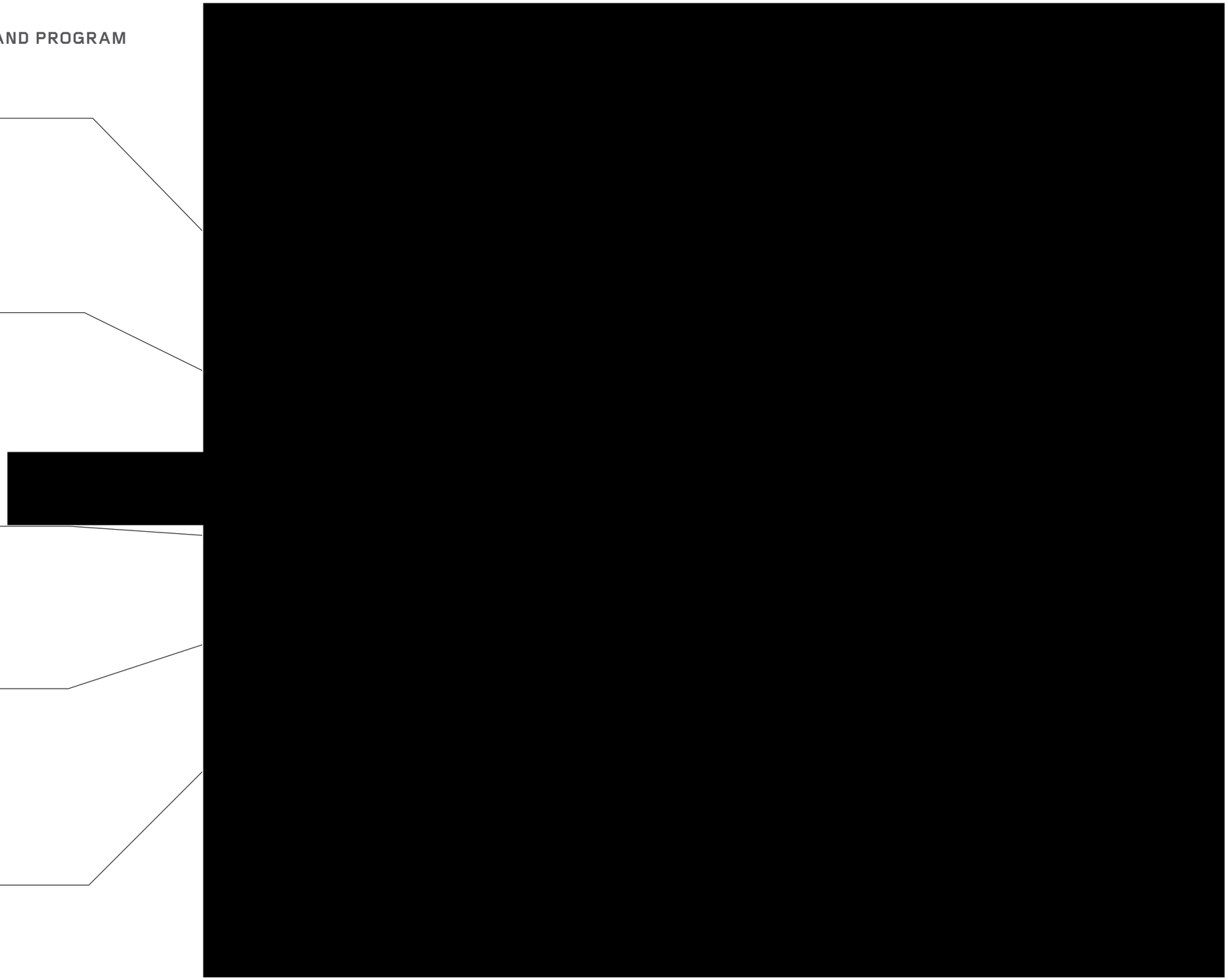
ATRIUM
A geometric glass and mirror sculpture hangs in the atrium space above the One Above retail space below. Visitors can stand at the glass railing to view the lower level media installation and ticketing lobby.

ENTRY
Upon entry from street level, a large three-dimensional sculpture in the entry hall over the One Above signage guides visitors to the elevators and escalators leading down to the main ticketing lobby.

DIGITAL KIOSK
A digital panel provides further information about visitor options and includes a display clock for timed ticket entry.

STAIR & ESCALATORS
A glass stair and escalators carry visitors down to the lower concourse level. A digital presentation showing elements of the overall experience brings light and movement to the soffit above as they enter the lower space.

ELEVATOR
Provides an accessible route to the ticketing and security area from the street level.



TICKET COUNTER
A concierge desk where visitors can speak to a One Above associate and purchase tickets.

SOUVENIR PHOTO
Visitors step in front of a green screen for the first of two organized photo opportunities.

RETAIL
The 2,000-sq-ft One Above retail space will showcase one-of-a-kind branded merchandise and souvenirs. It is available to the general public and those visiting the Observation Deck. Visitors will depart through the retail space where they will be able to purchase the two professional photographs taken during their visit.

MEDIA INSTALLATION
Upon arriving in the lower level visitors join with other groups entering from the underground transportation hub and are greeted by a large, dynamic wall presentation curving into the space, pulling them toward the ticketing area. This narrative introduces the visitor to the history, design and engineering of One World Trade Center.

MEDIA INSTALLATION
After security screening, a second media installation introduces visitors to the "lenses" of information usable as guides through One Above experience. A downloadable digital app is included in the ticket purchase to assist in navigating One Above. Further revenue-generating features will be available to add functionality for the visitor experience at incremental prices.

ELEVATOR EXPERIENCE
Each elevator cab is faceted like the building exterior and will feature a digital screen with an exciting kaleidoscopic multimedia display and will take visitors directly from B2 to Floor 100.

TICKET KIOSKS
Visitors can access individual ticketing kiosks to pick up pre-purchased, timed-entry tickets or purchase ticket packages, including additional offerings from One Above in partnership with other New York and New Jersey cultural institutions and entertainment venues.

FLOOR 100 – PLANNING AND PROGRAM

ARRIVAL ATRIUM
Visitors enter into a triple-height space filled with light and surrounded by extraordinary views of New York and New Jersey. A stunning glass staircase links all three floors allowing visitors to move through the open volume. A glass floor separates Floor 102 from the lower levels.

EXHIBITION
The core walls display digital and printed informational graphics that relate to the views from each perspective of the building.

ART INSTALLATION
Visitors can interact with a mirrored, site-specific art installation reinforcing One Above as a monumental destination.

DIGITAL DISPLAY
A long "digital window" that allows visitors on one side of the building to see the view on opposite side as if the core of the building were a clear volume.

ESCALATORS
Escalators between Floor 100 & 101 are in a darkened space with a light sculpture. Voice-overs featuring famous and everyday New York and New Jersey residents talking about what makes their region remarkable.

ART INSTALLATION
Large-scale crystal sculptures spread a kaleidoscope of colors on the floor as the natural light passing through them throughout the day.

CLEAR LCD SCREENS
Clear, easy-to-use, LCD touch screens mounted along the perimeter provide visitors with an interactive experience that allows them to access information about what they are viewing out the window. Guests can customize the focus of information according to their individual interests.

EXPERIENCE PODS
Four semi-enclosed experience pods with controlled light and sound will each focus on a different topic with more in-depth information, including a short film on the construction of One World Trade Center.

NAVIGATION CONSOLES
Through digital screens, and downloadable apps, the navigation consoles help plan a custom itinerary for a journey through New York. A concierge will be available on the floor to assist visitors and give an insider's perspective on the region.

FLOORING NAVIGATION
Throughout the terrazzo floor, the relationship between One World Trade and world landmarks are demonstrated through mile markers on the floor.

PREMIUM CONCIERGE
Visitors can purchase a premium ticket to continue their journey to Floor 102 to visit the lounge.

FOOD AND BEVERAGE KIOSKS
Food and beverage kiosks offer a variety of snacks, salads, sandwiches and drinks all day. Offerings of beer and wine are also available.

SEATING
Visitors with snacks can sit at communal tables, sturdy high-tops or a standing counter around the perimeter that looks over the site-specific art installation on Floor 100.

TELESCOPES
The balcony provides an opportunity for visitors to overlook the city in detail with telescopes that incorporate digital and anolog features.

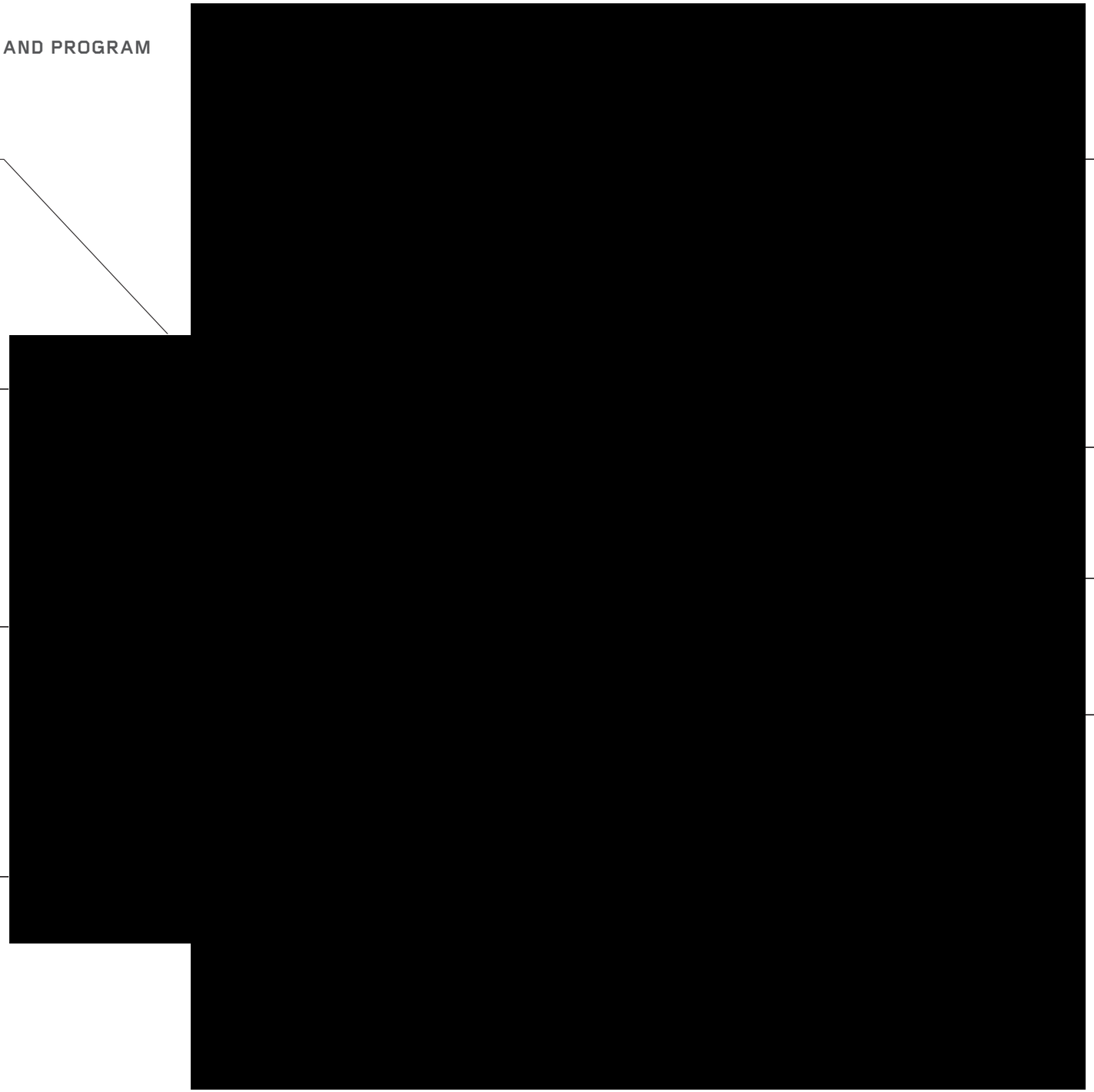
STAIR & BALCONY
Visitors on the stair and balcony are surrounded by extraordinary views of New York and New Jersey. The glass staircase links all three floors, allowing visitors to move through the open volume. A glass floor separates Floor 102 from the lower levels.

PHOTO SCREEN
Photo screen displays photos recently taken on the glass bridge. Guests must return to the B2 retail site for photo pick-up.

GLASS BRIDGE
A glass bridge carries visitors out to the perimeter of the building allowing them a bird's eye view and a feeling of "walking on air" above the landscape. A professional photographer is uniquely positioned to capture the best photo angle.

RETAIL KIOSKS
A curated display of retail items is available while visitors are enjoying their One Above journey.

FLOOR 102A – PLANNING AND PROGRAM



LOUNGE SEATING
Tiered seating lounge seating and high counters along the perimeter allow guest to get comfortable and enjoy the view.

MAIN LOUNGE
Day or night, the main lounge serves as a stage for the visitor experience with a fabulous skyline view as backdrop.

MEZZANINE ABOVE
Cozy banquettes are nestled under the mezzanine to provide a more intimate experience.

SERVICE BAR
A service bar allows visitors options within the space.

GLASS FLOOR
The glass stair arrives on Floor 102 where visitors can walk to the edge of the building on the glass floor separating it from the lower floors. A non-directional film applied to the glass will allow light to filter through and provide privacy for visitors standing on the glass.

ELEVATORS
Visitors arriving from private events will shuttle directly from B2.

SERVICE BAR
An additional service bar allows visitors options with in the space.

SPECIAL EVENT SPACE
A private event space with integrated bar can be configured for receptions, awards ceremonies and gatherings. It is available for business breakfasts, lunches and, when not in use, becomes an additional lounge open to premium ticket guests.

LOUNGE MEZZANINE
Staircases from the main lounge allow visitors to circulate up to the mezzanine to experience the two story space. There is amble space for a DJ booth and lounge space that can be reserved for smaller special events.

ADA ELEVATOR
Provides access to the mezzanine for small parties and access to back of house storage on either side of the building core.

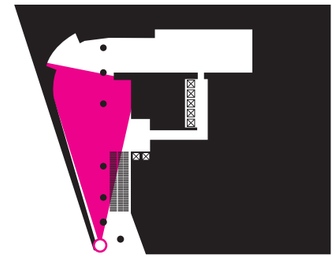
LIGHTING FIXTURE
A large sculptural chandelier based on the topography of the island of Manhattan floats on the ceiling above the special event space.

Renderings

GROUND FLOOR VIEW
8:30 AM

Arriving on the ground floor, visitors enter the lobby through the impressive atrium space which features a large glass sculpture and the One Above logo. There is also a digital display available for visitors to check their timed entry to the observation deck.

ONE ABOVE
OBSERVATION DECK
ONE ABOVE

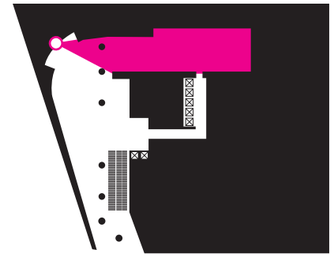


B2 VIEW 1
8:45 AM

Upon arriving on B2, visitors will join other groups entering from the underground transportation hub where they are greeted by a large media installation introducing the visitor to the design and engineering of One World Trade.

Visitors can then utilize individual ticketing kiosks and visit the retail space for branded, premium and custom souvenirs.

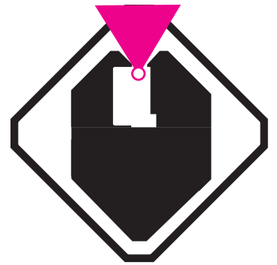
ONE ABOVE TICKETS



B2 VIEW 2
8:45AM

Visitors can meet with the One Above concierge to purchase tickets and learn more about the Observation Deck. Visitors then pass through security, where they are introduced to a second media installation that will display more information about the unique experiences that await at the top of One World Trade. Elevators then transport visitors to the lobby of the Observation Deck.

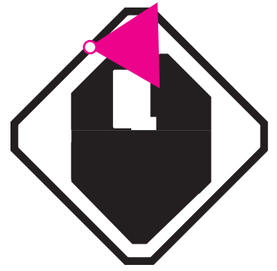
TO ONE ABOVE



FLOOR 100 VIEW 1
9:05 AM

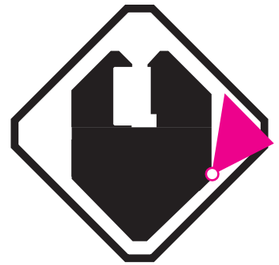
Upon arrival in the lobby on Floor 100, visitors are oriented to a stunning view of the northwest skyline that includes the Empire State building. A glass stair draws visitors into the space as well as a crystal kaleidoscope art installation that provides one-of-a-kind photography opportunities.

QUEBEC CANADA 515 MILES



FLOOR 100 VIEW 2
10:30 AM

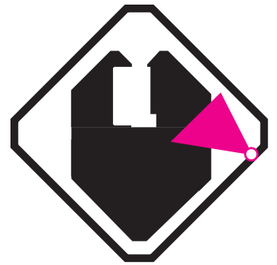
Walking into the atrium the visitor discovers that the glass stair rises three stories and terminates at Floor 102 with a glass floor.



FLOOR 100 VIEW 3
11:30 AM

The Glass Bridge on Floor 101 becomes the next highlight of the One Above experience. Appearing as if it is floating, the Glass Bridge allows visitors to experience the thrill of walking to the edge of the glass suspended over Floor 100.

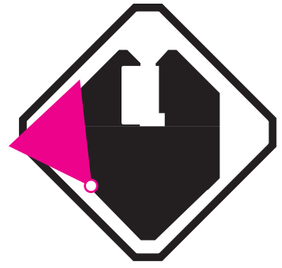
SAHARA DESERT, AFRICA 3,395 MILES



FLOOR 100 VIEW 4
12:15 PM

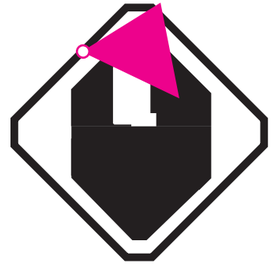
Looking back towards the core, the visitor has the opportunity to immerse themselves in the history and culture of New York. Interactive navigation consoles and experience pods offer opportunities for all ages to discover and learn new things.

citibank
14°C
SAHARA



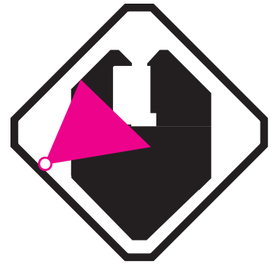
FLOOR 100 VIEW 5
1:00 PM

A site specific sculptural installation fills the two story volume on the opposite side of the Observation Deck. The mirrored organic form captures the skyline and creates a fun and exciting display.



FLOOR 101 VIEW 1
2:05 PM

Ascending the glass stair becomes a visitor highlight as they travel upstairs to the mezzanine.



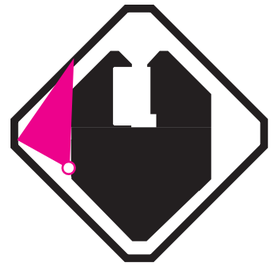
FLOOR 101 VIEW 2
3:30 PM

The food and beverage area offers visitors a place to relax and grab a snack from one of the kiosks before continuing on their experience.

EatOne
EatOne
MunchOne
DrinkOne
FOOTBALLERS WIVES
CLUB

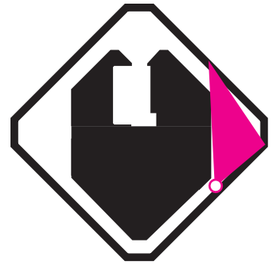
FLOOR 102 VIEW 1
4:45 PM

The glass stair ends at 102 and is illuminated by a crystal chandelier. Surrounded by a glass floor, visitors can experience the skyline like no other place in the World.



FLOOR 102 VIEW 2
7:30 PM

The bar/lounge is a destination for those seeking the premium One Above experience. The stunning bar and mezzanine seize the two-story space and create a memorable experience for visitors as well as One World Trade Center tenants.



FLOOR 102 VIEW 3
9:45 PM

Attending a function at the special events space at One Above is an experience all its own. Illuminated by a custom chandelier inspired by the shape of Manhattan, visitors are able to enjoy the breathtaking skyline with no distractions.

Experience Programming

With such a rich heritage and thriving culture, New York is a multi-faceted city. As a prime destination for a unique "top-level" city stories, One Above will entertain visitors and natives alike. The themes presented here are just a sampling of dynamic content available.

CULTURAL IMMIGRATION

New York is one of the most international cities on the planet. Discover its roots, explore your heritage or book a tour.

MILITARY HISTORY

Learn about the development and expansion of Governor's Island. Discover New York's unique military history.

A SEASONAL CITY

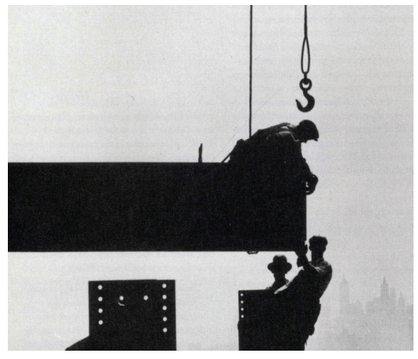
New Yorkers cherish their green space. Find the best parks, the most historic locations and the perfect proposal spot... any time of the year.

SKYSCRAPER SKYLINE

New York is the skyscraper capital of the country. Learn about the birth of the modern skyscraper and local feats of engineering and innovation.

CITY INFRASTRUCTURE

Historic shoreline of Manhattan and its expansion. Experience the geographic evolution of the island. Discover how the public transit system has shaped the city.



MOVIES AND CULTURE

Historic landmarks, iconic street corners, famous addresses. Plan your New York experience through the director's lens.

GREAT MINDS OF NEW YORK

Past and present, those who have left an iconic mark on the city. Learn where they drew inspiration, discover where they made their mark.

URBAN METRICS

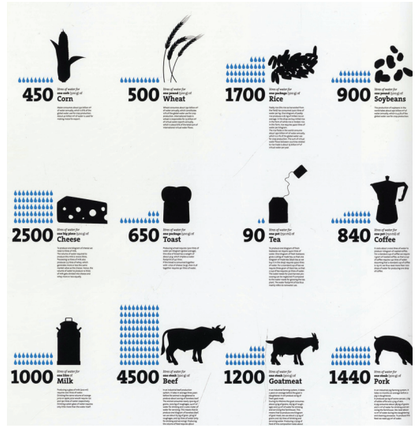
With an island of over 8 million people, New York has one of the greatest population densities on the planet. Explore demographics as they relate to urban mapping and metrics.

MARITIME LEGACY

Learn about the Hudson River and its legacy. Support waterfront restoration and track the latest developments in restoration and preservation.

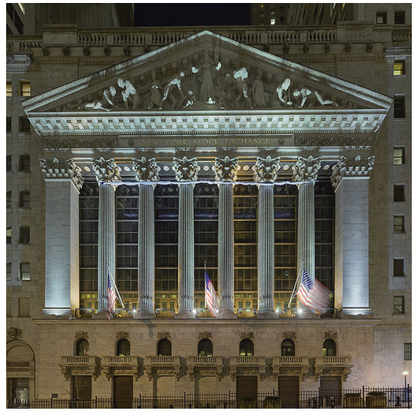
CURRENT EVENTS

Fashion Week, AMFAR, Fleet Week, Santa-Con, Music in the Park, premiers, openings, and anniversaries— get up to speed on the latest and greatest NY culture has to offer.



SUSTAINABLE FUTURE

How big is your carbon footprint? Multiply that by 8 million. Learn how New York is elevating sustainability throughout the five boroughs. Discover easy ways to reduce your own waste and help the planet (and the city) in the process.



WALL STREET

The business capital of the world. Learn about the legacy (and the drama) of the American Financial Institution.

THE TECHNOLOGY:

An innovative and recent addition to the market, transparent LCD screens offer the ability to switch between unobstructed views and digital overlays that augment the visitor's perspective with a wealth of content. One World would position these facing out on to the city, allowing visitors to see experience views that come alive with stories and information. These digital lenses offer new perspectives on the city's history overlaid on to the city itself.

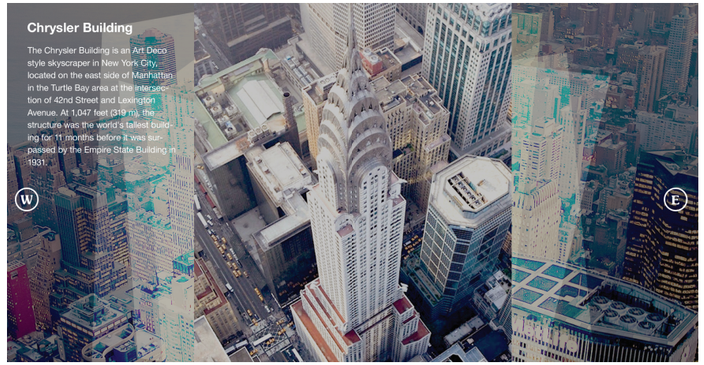
THE EXPERIENCE

Users will be able to approach one of these displays, look out onto the buildings in the distance and launch an interactive interface that will allow them to select from a series of pre-existing themes. These themes can then be used as filters to sort through content about the city. By selecting themes such as Skyscraper Skyline, Current Events and Urban Metrics, users are presented with relevant information on those topics. Buildings and locations that can be seen at a distance are brought to the forefront, allowing users to see the city in a more detailed and intimate way than would otherwise be possible.

INTERACTIVE EXHIBIT DISPLAY
SKYSCRAPER SKYLINE

EXPERIENCE NARRATIVE:

The Skyscraper Skyline theme provides additional content on some of New York City's most iconic buildings. By touching the interactive display and selecting a building in the distance, the interface reveals a composite of views on the towers, stitched together from photos taken by visitors and local photographers.



EXPERIENCE NARRATIVE:

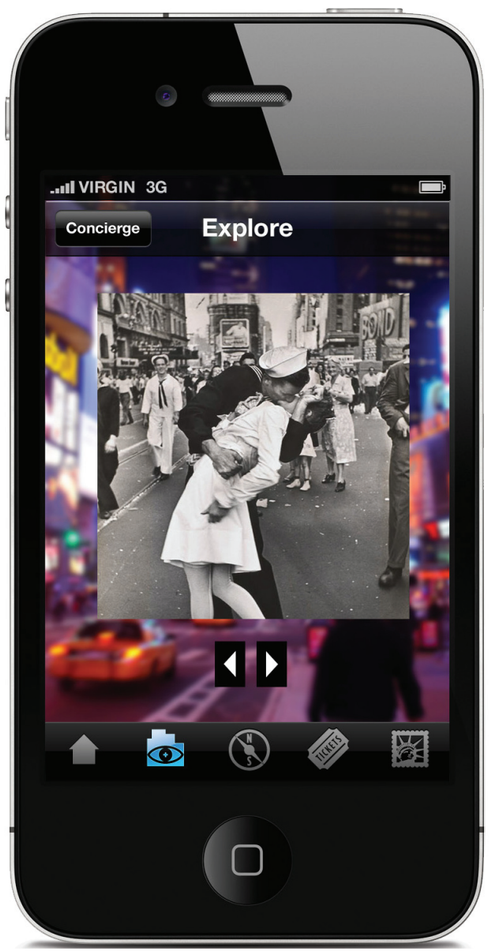
The Event theme will offer the opportunity to highlight major events either in the city, or at One World. The screens can be taken over entirely to create a branded panorama, as shown here for Mercedes Benz Fashion Week. This mode could also rotate to feature videos of runway shows, maps for fashion shows and sales, and other event media. It is an opportunity for potential sponsors to write their brand large over the panorama of the city, and to highlight exciting events as they occur.

EXPERIENCE NARRATIVE:

The Urban Metrics theme will feature real-time data visualizations of what is happening in the city. Statistics and information graphics will reveal how the city moves, population density and location popularity throughout the day. This data will give One World visitors a feel for how the city lives and breathes, works, shops, and relaxes.

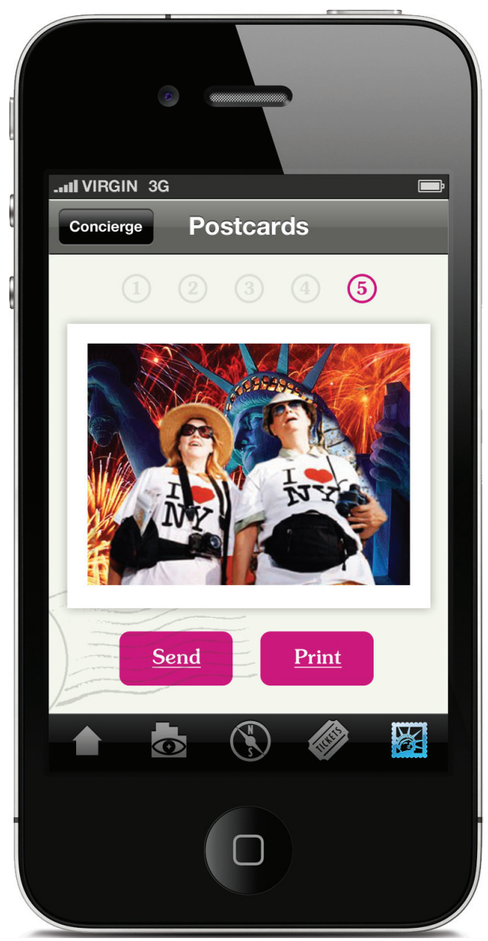
IMMERSIVE EXPERIENCES

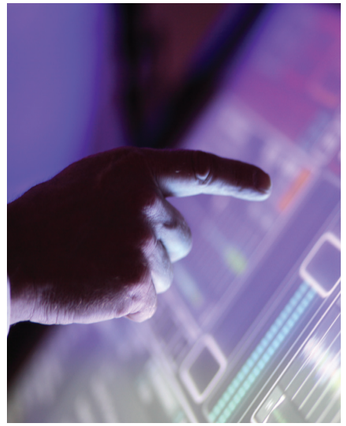
The interpretive experience at One Above continues as the visitor explores the city with a mobile device. Using augmented reality, historic images are overlaid directly on the camera image. Users can select categories to customize their interpretive experience as they explore the city.



REVENUE GENERATION

While visitors are waiting for their entry time, the app could provide time-limited coupons for nearby businesses. The app could use the visitor's photos to produce customized souvenirs, such as a physical postcard, available as an in-app purchase.



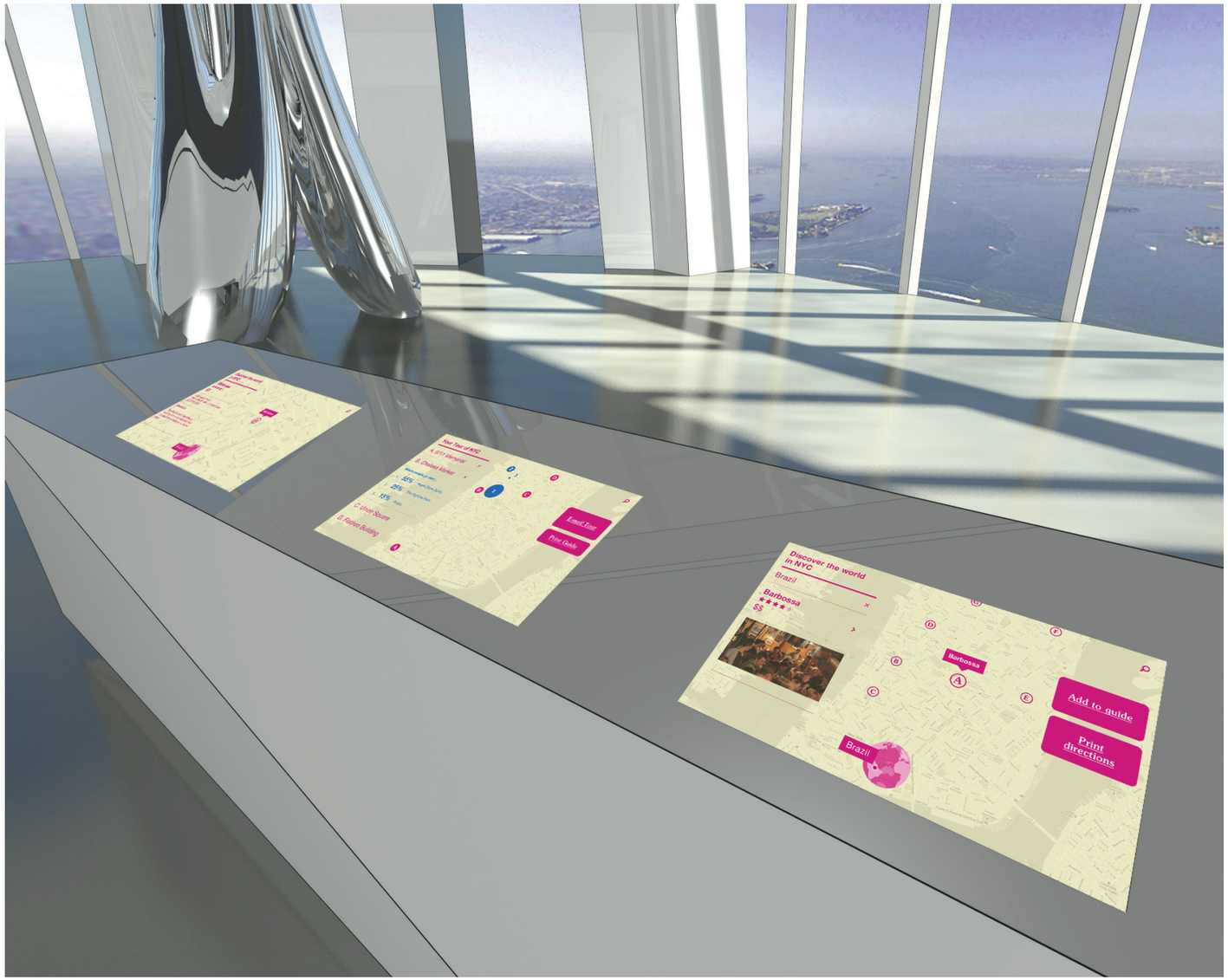


THE TECHNOLOGY:

Each of the two Digital Concierge tables will be comprised of three touch screen displays that are integrated into the architecture of the piece. Users can approach these tables and intuitively guide themselves through the interface by touching the screens. The software will use a Content Management System that will allow the content to be revised and added to as needed, ensuring that the information displayed is always up to date.

THE EXPERIENCE

The Digital Concierge will allow users to plan itineraries for their trip to the New York area. The interface will provide information on some of the best places to go according to a user's interests. The content can be as specific as pinpointing all of the Brazilian restaurants and shops throughout the area or it can act as a general overview of the most popular tourist destinations. The Digital Concierge will also offer discounts and package deals at retail stores, restaurants, and Broadway shows, and will allow users to conveniently book tickets or make reservations at these locations.

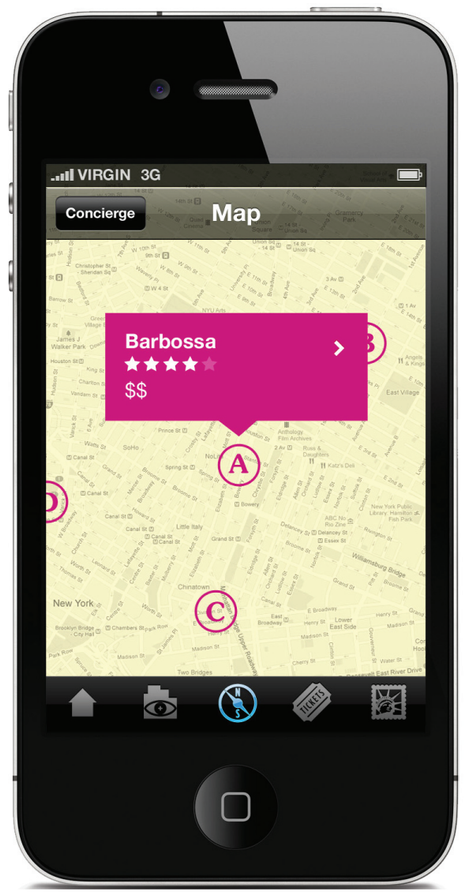

Discover the world in NYC
Brazil
Barbossa
$$
Add to guide
Print directions
Brazil
Your Tour of NYC
A. 9/11 Memorial
B. Chelsea Market
Where people go next...
1. 55% Apple Store SoHo
2. 25% The Highline Park
3. 15% Pastis
C. Union Square
D. Flatiron Building
E-mail Tour
Print Guide
Discover the world in NYC
Barbossa
$$
232 Elizabeth St # 1
New York, NY 10012, United States
(212) 625-2340
Directions:
Take the F train to 2nd Avenue, on E Houston street take a left onto Elizabeth Street. Barbossa is on your right.
Brazil

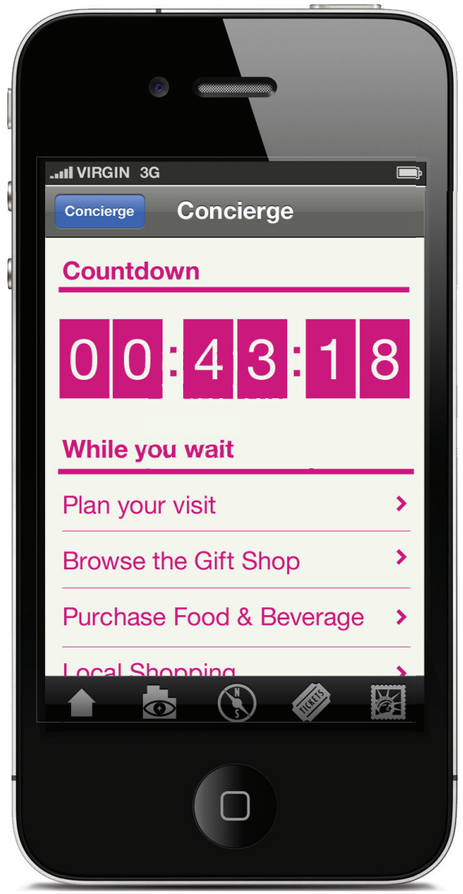
EXPERIENCE NARRATIVE:

Once a user has planned their itinerary at a Digital Concierge, they are able to take this itinerary away with them in either of two convenient ways. An itinerary can be printed directly on site, giving the user a physical copy that maps out their destinations. Tickets to shows and coupons for stores and restaurants can also be printed as well. Additionally, there is an option for the itinerary to be sent to a mobile phone, so that a user can have all of the information they need transmitted to them in the palm of their hand.

PRINTED CUSTOM ITINERARY

MOBILE PLATFORM





EXPERIENCE NARRATIVE:

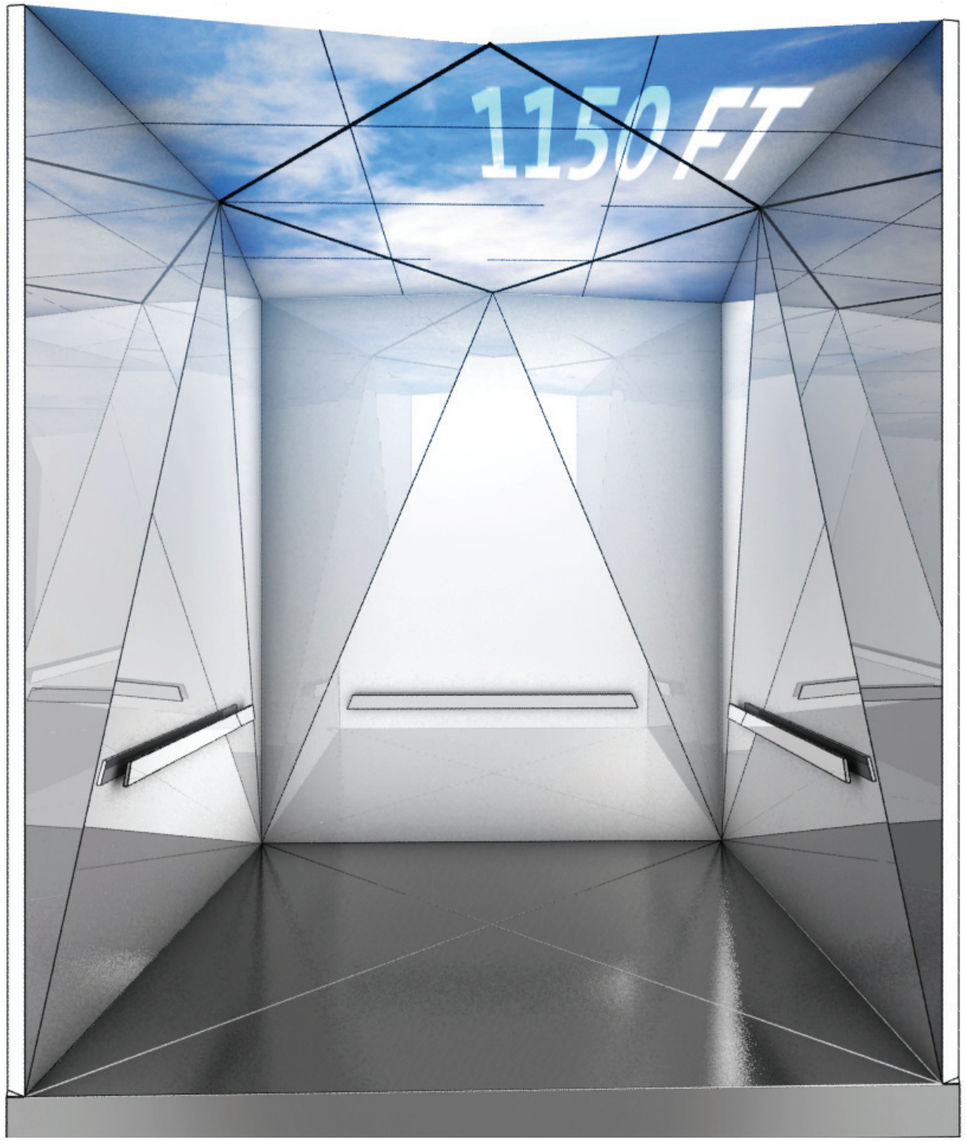
Along with online, mobile and advanced ticketing sales, more traditional kiosk options will be available as well. Given our diverse visitor base, it is important to offer flexibility and variety when purchasing tickets.

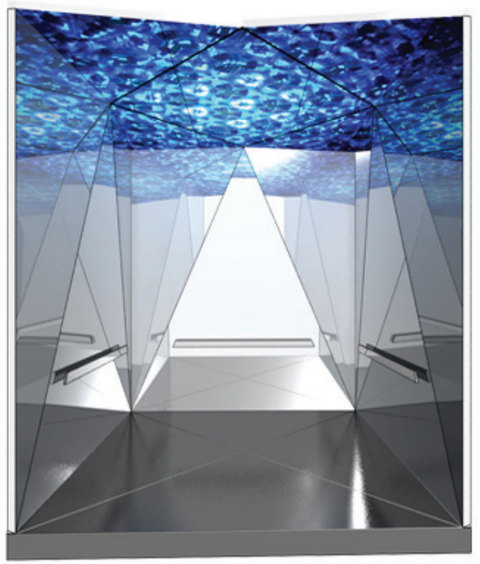
Kiosk design would reflect the identity of One Above and serve as a visual accent to complement the interior architecture.

EXPERIENCE NARRATIVE:

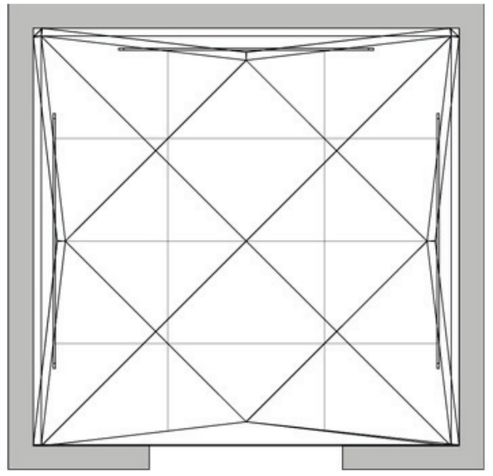
The elevator experience at One Above takes you inside a “digital prism” that ascends to the upper most floors of 1WTC.

The exterior faceted architecture of the building is reflected inside the cab itself. Digital screens map your journey on the ceiling as you near the 100th floor.

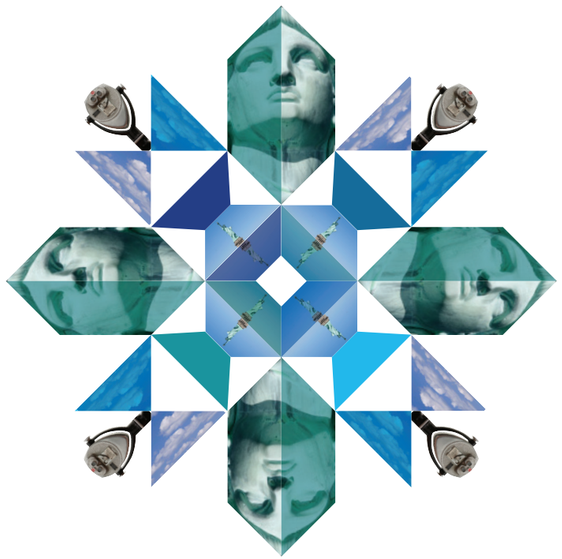


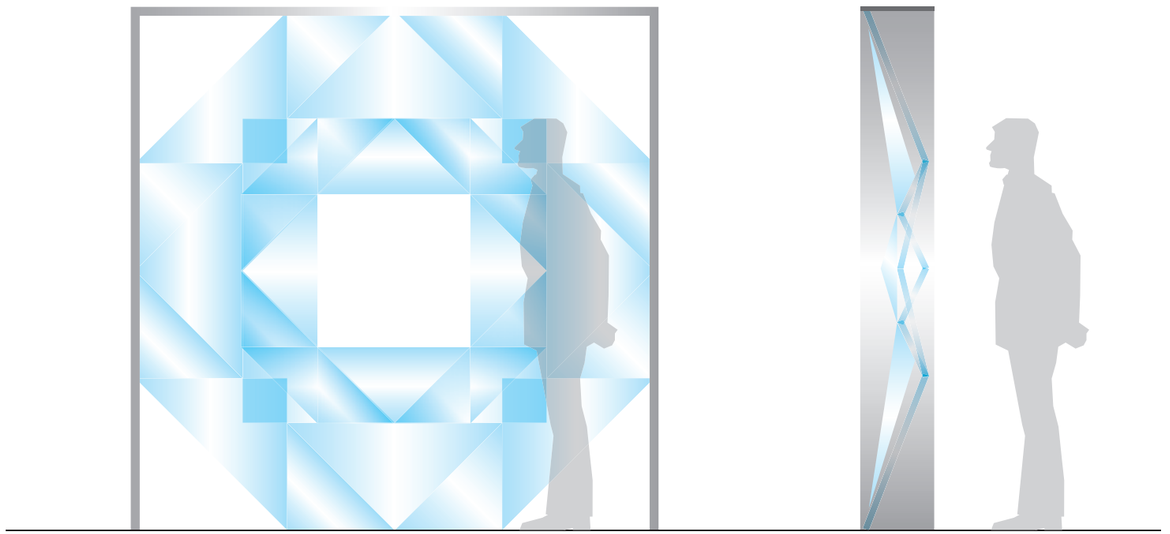


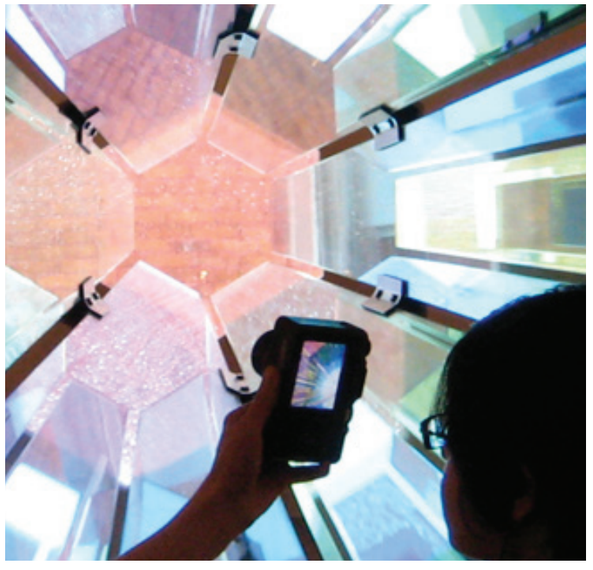
Plan view



EXPERIENCE NARRATIVE:
To complement the interactive technology experiences, various crystal sculptures would be installed at key locations throughout the 100th floor. These installations would enhance natural daylight, refracting color and imagery throughout the space. Visitors would be able to move around the sculptures for further exploration and/or photography moments.







Retail Offerings

COLUMN DISPLAY
The central column is surrounded by a lacquer and glass display cabinet that houses 3D extrusion machines (MakerBots) that allow visitors to create personalized, one-of-a-kind souvenirs. A salesperson will help guests choose which item, out of a catalog of options, will be customized (by color, with a name, or other choices) and then set the machine to begin its extrusion cycle. Visitors will be able to watch the machines working as they create individual pieces. Above the machines at display height, a series of rotating shelves surround the column displaying all types of souvenirs that can be made with the MakerBots and customized by visitors.

GLASS WALLS
As a focal point of B2, the retail area is enclosed in glass which continuously showcases merchandise. Visitors can also look down in the retail space from above on the Ground Floor.

MERCHANDISE DISPLAY
Assorted branded offerings include apparel, mugs, keychains, notebooks and journals, frames and other traditional souvenirs.

WALL DISPLAY
Visitors can supplement their custom itinerary with guide books, postcards, maps and posters.

CASH WRAP
Centralized cash wrap serves visitors' sales and concierge needs and showcases premium souvenirs.

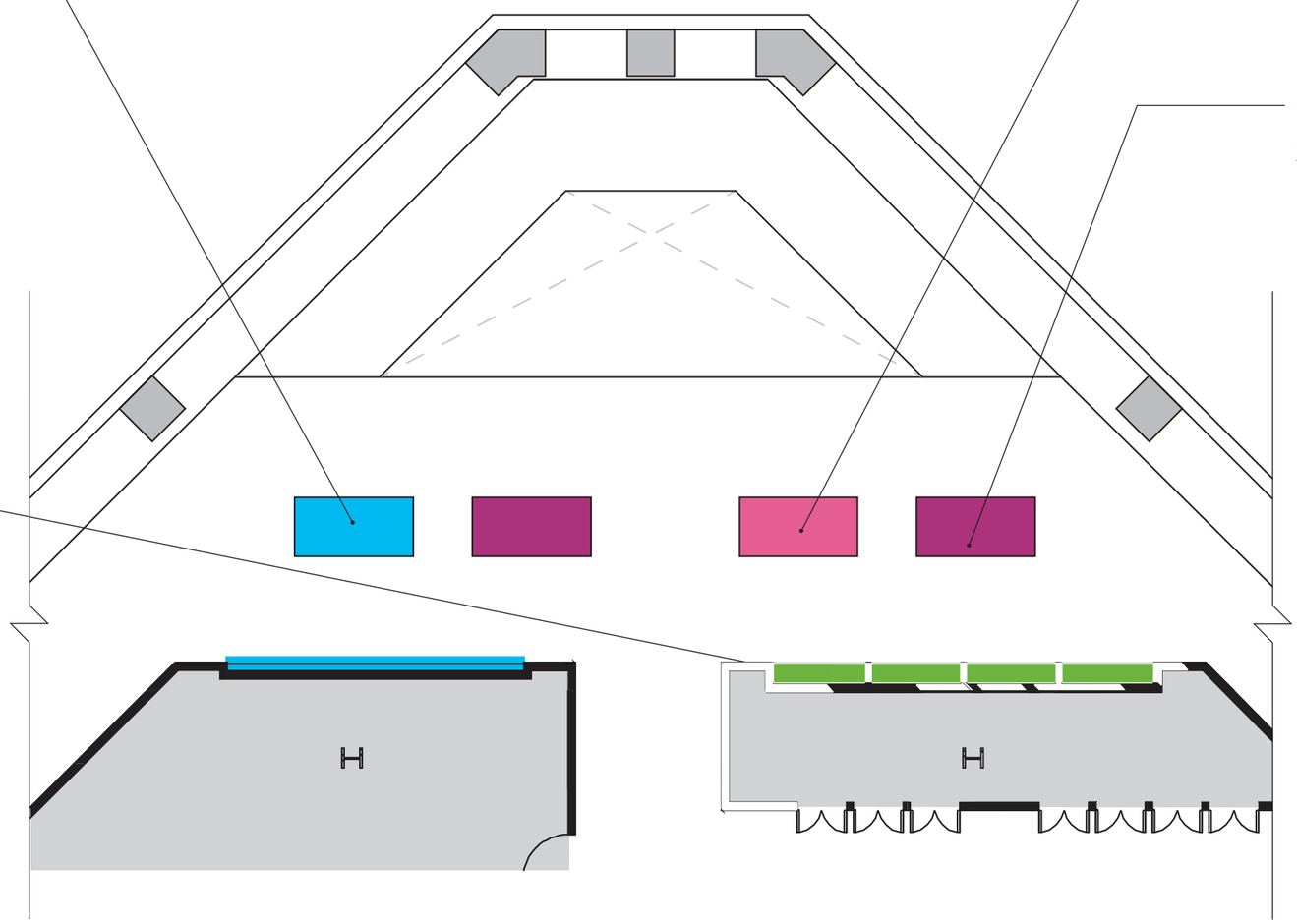
PHOTO DISPLAY SCREEN
This area allows visitors to review the photos taken at the "green screen" at the beginning of their journey and on the Glass Bridge. They may choose to purchase individual photos or packages along with other souvenirs.

PHOTO POSTCARDS
A visitor can send their friends a digital postcard with photos taken during their journey, or can have collectible postcards stamped and mailed from the building to their home mailbox as a keepsake.

CENTRAL SEASONAL DISPLAY
Featuring new and seasonal branded and premium souvenirs.

PHOTO KIOSK & SCREEN
Visitors take their official Glass Bridge photographs here, but will return to the B2 retail store to purchase them. A large screen displays the latest pictures taken from the Glass Bridge to get visitors excited about the opportunity to purchase.

WALL DISPLAY
Built-in wall displays provide an additional opportunity to offer premium One Above merchandise like jewelry and collectible items.



KIOSK CASH WRAP
Centralized cash wrap serves sales and concierge needs.

KIOSK DISPLAYS
A curated display of retail items - including traditional souvenirs, branded frames and photography accessories as well as digital and collectible postcards - are available to enhance the experience.

RETAIL MERCHANDISE

As the premier New York destination for locals and tourists alike, One Above maintains enormous retail potential. Given the diverse tastes of our visitors, retail merchandise is designed to appeal to any number of audience segments.

By offering an intriguing spectrum between traditional merchandise and premium pieces, we can ensure there will always be something for everyone.

ARTISAN DESIGN/ACCESSORIES

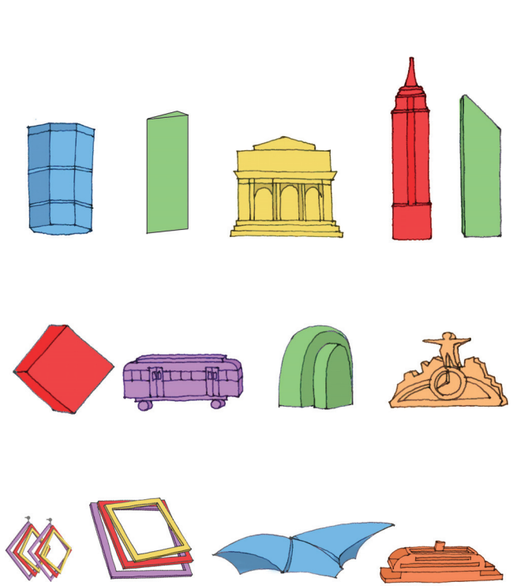
As the newest iconic building to grace the New York skyline, One Above retail merchandise will reflect a similar "one-of-a-kind" sensibility.

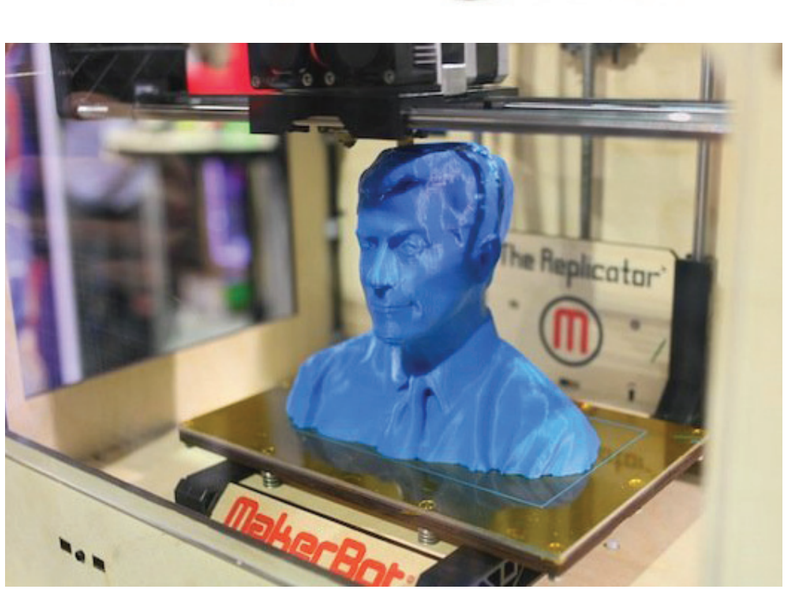
Partnerships with local designers and manufacturers will keep product offerings authentic and fresh. Jewelry, accessories and apparel reflect the unique brand and experience at One Above.

3D PRINTING TECHNOLOGY

Custom 3D printing technology rounds out the One Above merchandising spectrum. 3D printing has expanded beyond industrial fabrication into the consumer market. Within a short amount of time, visitors can design their own custom souvenir and watch it come to life in front of their eyes.

Using layered plastic polymer, MakerBot printers convert digital 3D models into physical objects in minutes. Children and adults can leave One Above with their very own “One Thing.”





7B. Business Plan & Financial Proposal

BUSINESS PLAN

M56 is an ideal partner to implement a successful and sustainable observation deck business at One World Trade Center. With decades of experience in two of the most important cities in the world, Montparnasse 56 is poised to establish this venue as the most important new destination in the world. We have spent years providing breathtaking experiences for our customers, while consistently generating increased attendance and revenues. This is a business and a market we not only understand. We live and breathe it every day.

ANALYSIS OF DEMAND, PRICING AND COMPETITION

With the assistance of New York-based consulting firm HR&A Advisors, M56 has conducted a thorough market study to analyze demand, pricing and competition for the One World Trade Center Observation Deck. The study examines how the venue will fit into both the New York and worldwide markets as one of the world's greatest Observation Deck experiences.

The report includes a comprehensive examination of visitation rates for New York, the competitive set of the seven top ticketed attractions in New York City and nine of the most important observatories in the world. There is an analysis of the penetration rates of the other two observatories in New York City as well as others in North America, Europe and Asia. The report also examines pricing for the top competitive attractions in New York, helping give guidance to projected pricing for this site.

We utilized this study to help us determine the number of visitors and the admissions pricing found in our financial analysis. The HR&A analysis projected a median of 3.32 million visitors annually, with a range from 2.45 million to 4.18 million.

The executive summary of this report can be found in the body of this document and the full report in Appendix B.

We have spent years providing breathtaking experiences for our customers, while consistently generating increased attendance and revenues.

OBJECTIVES AND PLANS TO REALIZE OUR GOALS

Montparnasse 56 plans to make the Observation Deck at One World Trade Center not only a sustainable business, but one that over time, will achieve a capture rate of more than four million visitors. Further, as is the case with all of our investments, we will be here for the long term and help ensure that this venue will thrive and continue to grow for many years to come.

This is done by working hard to make the entire experience enjoyable and seamless for our customers. From the time our customers decide to come to One World Trade Center, we will make the ticketing system smooth, the arrival relaxed, the experience extraordinary, and the selling points compelling.

TICKETING/SALES

As described in the RFQ response and in previous sections of this proposal, we will use our proprietary, timed ticketing operation to minimize waiting periods for our customers. We will also be utilizing our international network of sales offices and relationships with thousands of tour operators to structurally ensure that we are included on the itinerary of hundreds of thousands of visitors who come to New York as part of a tour group.

FOOD, BEVERAGE AND PHOTOS

We have enlisted Landmarc Restaurants and Gerber Group to ensure that the food and beverage concessions will be top quality and generate maximum revenue. The concessions on the 101st floor will provide food services for millions of visitors each year who come to enjoy the unique experience we will provide at the Observation Deck. Landmarc has extensive experience in the food service arena, and recently won a competition to provide a concession for food service on Pier One at Brooklyn Bridge Park. The offerings on the 102nd floor of a high-quality lounge and event space will maximize revenue generation at the space. Gerber Group is the nation's top operator of high-end lounges throughout the country, with a strong and unparalleled history of sustainable success at their venues. Benchmarc Events also has a strong history in marketing for and catering events in New York City.

Photographic services will be outsourced to an outside vendor. M56 works with such vendors at our existing venues and understands how to maximize this portion of the business. While we have not yet chosen a vendor, we have worked with many over the years and will structure a deal that maximizes revenue for the operation. Moreover, the unusually dramatic spaces we have designed will provide a "must-have" photo for all visitors. Similar to the large increase seen in photographic revenue at the Willis Tower in Chicago when "the Ledge" was opened a few years ago, the Observation Deck will have a similar opportunity for dramatic photos of customers seemingly suspended 1,300 feet above the city.

LEVERAGES TECHNOLOGY TO POSITION THE SITE AS NEW YORK'S "FIRST STOP" FOR TOURISTS

The 101st floor's advanced, tour-planning offering drives attendance and revenues by establishing a global reputation for the venue as the obvious "first stop" for visitors to the city.

Interactive, transparent LCD touch-screens serve visitors by educating and informing them – and by helping visitors plan their New York City tour. By touching an easy-to-use, sealed-in screen at the point on the window where a landmark is visible, transparent picture and text options pop into view. Historical/educational components are curated by a team of award-winning luminaries in U.S. history.

RETAIL

M56 owns and operates the retail establishments at all of its venues. We expect to do so at One World Trade Center. We have extensive experience in purchasing goods at reasonable costs, and providing an array of licensed merchandise that is attractive and, most importantly, ideally suited for tourist customers. By operating the retail ourselves, we save on the cost of goods sold and therefore generate more revenue.

MARKETING/ADVERTISING

Our financial plan includes a thorough advertising campaign to attract customers through both traditional and social media outlets. This includes print, TV, bus, subway, taxi, airport and street banner advertising. We will also seek out social media campaigns with various viral and internet components. Finally, as we do at all of our venues, we will invest in top-quality brochures and flyers for distribution throughout the region. M56 has consistently mounted successful marketing campaigns along these lines in the Paris and Berlin markets. We have allotted $3.0 million for the first year, including pre-launch efforts, and $2.5 million each year thereafter. The breakdown of those costs is included in the financial plan.

Our financial plan includes a thorough advertising campaign to attract customers through both traditional and social media outlets.

BEATING THE COMPETITION

In Paris we compete with the Eiffel Tower, yet we have grown our attendance every year for the past decade. We have consistently not only held our own in the highly competitive Paris tourist market, but continued to capture a higher and higher share of the market. In fact, we reached 850,000 visitors in 2011, including 170,000 from mainland China and 70,000 from Russia, and expect to reach 1 million total visitors in 2012. In Berlin, the TV Tower is the top tourist destination, and we have been able to retain that position by providing a first-class experience. Working within the physical constraints of limited elevator capacity and occupancy allowances for that space, we set a new attendance record in 2011 by attracting more than 1.2 million visitors.

M56 is the ideal partner to achieve significant market share, as we specialize specifically in operating Observation Decks on the global stage. This is our core business and we are poised to make this incredible venue an unparalleled success.

We understand what it takes to deliver a successful Observation Deck in a competitive marketplace in a major, world-class city.

We understand what it takes to deliver a successful Observation Deck in a competitive marketplace in a major, world-class city. M56 knows how to provide a unique experience that will capture the maximum possible market share. Unlike other Observation Decks in New York, our plans for One World Trade Center provide a unique, exciting, informative and seamless experience for visitors. From our timed ticketing system, to the compelling use of technology to inform and educate our customer, to the quality retail offerings, and to the top-notch food, beverage, lounge and event space offerings, this venue is certain to quickly become the most important destination for visitors from around the region, the nation and the world.

EXECUTIVE SUMMARY

HR&A Advisors, Inc. (HR&A) was retained by Montparnasse 56 to conduct a study of potential visitation to the One World Trade Center Observation Deck. The estimates will be used to support the financial projections of the proposal that Montparnasse 56 is submitting to the Durst Organization and the Port Authority of New York and New Jersey to operate the 1WTC Observation Deck. For the purposes of this analysis, HR&A assumes 2017 is the stabilized operating year.

1 WTC OBSERVATION DECK MARKET OVERVIEW

To estimate market penetration of the competitive set and potential visitation to the One WTC Observation Deck, HR&A defined two key markets:

- **VISITORS:** The visitor market included domestic visitors traveling upwards of 50 miles one way or staying in New York City overnight, as well as international visitors. Assuming the annual number of visitors increases at the 2000-2011 Compound Annual Growth Rate (CAGR) of 2.5 percent, HR&A estimates that New York City will have 58.6 million annual visitors by 2017, up from 50.5 million in 2011.
- **RESIDENTS:** The resident market included individuals living within a one-hour drive time of One World Trade Center (approximately 50 to 60 miles from Manhattan). For the purposes of this analysis, HR&A excluded children under the age of five, who would likely not pay an admission fee. Assuming an average regional growth rate of nearly 0.4 percent annually, this figure is expected to increase to 17.4 million by 2017.
- **TOTAL MARKET:** Combined, the resident and visitor markets represented 67.5 million people in 2011 and 76.0 million people in 2017.

HR&A looked at top visitor attractions in New York City to evaluate their operations and performance. These attractions included:

- Statue of Liberty
- Empire State Building (ESB)
- Top of the Rock
- Metropolitan Museum of Art
- Museum of Modern Art
- American Museum of Natural History
- National September 11 Memorial

Overall, HR&A finds that the competitive set had the following key attributes:

- Annual visitation ranged from a reported 2.5 million at Top of the Rock to 5.7 million at the Metropolitan Museum of Art. Attendance at the National September 11 Memorial, which would annualize to 3.4 million in 2012, is expected to range from 5 to 7 million upon completion of site-wide construction.
- Of the venues that charge admission, ticket prices range from $5.00 to $16.00 for children and from $13.00 to $25.00 for adults. While the National September 11 Memorial is free of charge, it does suggest a donation amount, ranging from $10 to $100.
- Ticket prices range from $16.00 for children to $25.00 for adults at Top of the Rock, the Metropolitan Museum of Art, and the Museum of Modern Art. In addition to this base price, each venue offers packaged deals with other attractions that lower the effective prices.

KEY FINDINGS

HR&A identified key considerations affecting potential visitation based on its analysis of the New York City visitor market, competitive venues, and comparable international attractions. HR&A believes that the following factors would positively affect visitation to the new Observation Deck:

- Significance of the World Trade Center site
- Emergence of Lower Manhattan as an up-and-coming tourist destination
- Modern, high-quality design of the Observation Deck
- Creative programming by Montparnasse 56
- Inclusion in City Pass and other multiple venue tours
- Appeal to tour groups

At the same time, the introduction of a new Observation Deck at the World Trade Center site faces many challenges, including:

- History of location
- Height
- On-site competition

Given the high-quality design, unique views, and national and historical significance of the World Trade Center, as well as its synergies with the burgeoning downtown tourist market, HR&A believes that the planned Observation Deck could conservatively achieve annual visitation within the median of this range, at:

3.32 MILLION VISITORS PER YEAR.

Estimated Visitation, 2017

	Total Market	Low Capture	High Capture	Median Capture
Capture Rate	100%	3.22%	5.55%	4.39%
Est. Visitation	76,000,000	2,450,000	4,180,000	3,320,000

HR&A conducted three separate analyses to estimate benchmarks for the expected visitation to the Observation Deck at One World Trade Center. These analyses generated a range of estimates that HR&A used to estimate a potential visitation for the Observation Deck.

1. **OBSERVATION DECK MARKET SHARE**
   HR&A estimated potential visitation by assuming that it would share total Observation Deck visitation with Top of the Rock and the Empire State Building. Based on a one-third share of the 6.5 million Observation Deck visitors today, adjusted for overall market growth in 2017, the One WTC Observation Deck would generate 2.45 million visitors. This estimate is conservative because it excludes expected induced demand that the new Observation Deck would generate due to the positive influence of the factors described earlier.

2. **LOCAL COMPETITIVE SET**
   HR&A calculated the median penetration rate of New York City's top attractions to estimate what visitation at the 1WTC Observation Deck would be if it performs as well as the typical local attraction. HR&A applied this median penetration rate, 5.55 percent, to the projected 2017 New York City visitation base of 76.0 million people. This resulted in a potential visitation estimate of 4.2 million people to the 1WTC Observation Deck.

3. **INTERNATIONAL OBSERVATION VENUES**
   HR&A looked at visitation and penetration rates at nine similar venues around the world, including the London Eye, Montparnasse 56 (Paris), the CN Tower (Toronto), and the Space Needle (Seattle). These venues showed high variation in visitation and market capture, but the median capture rate (4.67 percent) fell within the expected range of visitation generated by the two previous analyses (3.22 percent and 4.39 percent) and confirmed HR&A's stabilized year visitation projection of 2.45 to 4.18 million annual visitors.

INTRODUCTION

In the past ten years, Lower Manhattan has experienced tremendous growth, emerging as one of the most vibrant neighborhoods in New York City and one of the fastest-growing neighborhoods in the nation. This growth has been driven by a rapidly expanding residential base, the recovery and expansion of the downtown office market, and substantial public and private investment in the area. The result is an area that has become one of Manhattan's most exciting 24/7 neighborhoods. More than 56,000 New Yorkers live in Lower Manhattan, double the number of residents a decade ago. Over nine million tourists visit Lower Manhattan each year, including an estimated 3.4 million visitors to the September 11th Memorial. With nearly 90 million square feet of office space, Lower Manhattan is one of the largest office districts in the country, and its prominence will continue to grow as new commercial space in the World Trade Center complex comes to the market.

In addition to the growth that has already occurred, the completion of infrastructure improvements and real estate development at the World Trade Center site, as well as new connections to a repositioned World Financial Center, will transform the physical character and vibrancy of Lower Manhattan. When completed, the WTC will deliver an additional 8.8 million square feet of commercial office to Lower Manhattan, as well as over 350,000 square feet of retail, making it a destination for residents, workers, and visitors.

In the past ten years, Lower Manhattan has experienced tremendous growth, emerging as one of the most vibrant neighborhoods in New York City

THE OPPORTUNITY

The opening of One World Trade Center will be a significant milestone in the decade-long process to redevelop the World Trade Center site. With the structure reaching an overall height of 1,776 feet, One World Trade Center will reclaim the Manhattan skyline. The Observation Deck on the 100th floor, with retail, food and beverage, and event spaces on the 101st and 102nd floors, will provide one-of-a-kind 360 degree views of the entire metropolitan area, including the New York Harbor and the East River bridges.

Montparnasse 56 is excited by the opportunity to contribute to the continued renaissance of Lower Manhattan as the developer and manager of the One World Trade Center Observation Deck. As described in the following financial proposal, M56 will make a significant investment in creating the most exciting Observation Deck, lounge, and event venue to open in New York City. We have combined our global experience in managing and operating successful observation venues in Paris and Berlin by partnering with Marc Murphy of Landmarc Restaurants/Benchmarc Events and Scott Gerber of Gerber Group, who have created some of New York City's most sought-after hospitality venues. Our partnership ensures that along with the Observation Deck, the food and beverage facilities and event venue will become destinations for New Yorkers, as well as for national and international visitors.

FINANCIAL OFFER

We believe that our business plan will create one of the most popular attractions in the world, and are pleased to present a total financial offer of $840 million through a combination of guaranteed annual rent and a generous revenue sharing proposal, all at absolutely no cost to the Port Authority of New York and New Jersey and the Durst Organization. In addition, M56 will also be responsible for all CAM, PILOT, and BID fees as detailed in the RFP, and described later in this document.

The following sections outline the key guiding principles of our financial offer, and describe in detail the amounts and schedule of rent payments and the public benefits of the project. The final section describes the project financials, including capital and operating revenue and cost assumptions.

Our financial offer is based on four guiding principles:

1

A guaranteed base rent commitment

The Observation Deck is a unique property and we believe that the Owner should be guaranteed a significant minimum base rent that reflects the value of the asset. This ensures that the Owner receives a guaranteed stream of rent of $18 million per annum or $270 million over the term of the lease, with M56 assuming all the risks associated with external factors that could affect operating revenues.

2

A financial stake in the project's success

We believe that the Owner should share in the success of the project. Our proposal maximizes returns to the Owner by providing additional on-going revenue streams in the form of percentage rent based on all sources of top-line revenues. This is projected to be $570 million over the term of the lease.

3

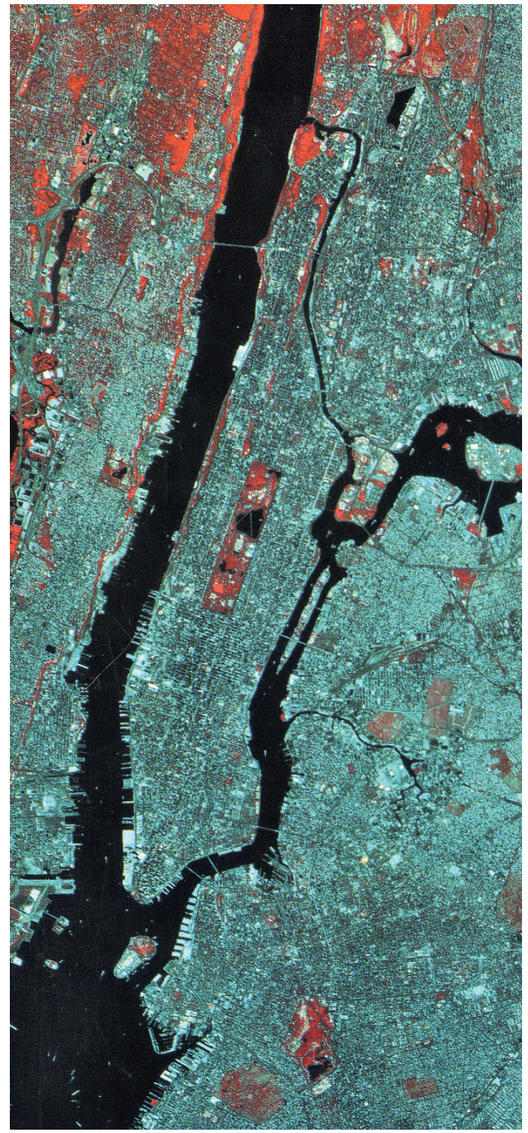
No financial investment from the Owner

Given the enormous financial investment that has been made in the building to-date and in the larger World Trade Center site, we believe that the Owner should not be required to make any further investment. Our proposal does not require any capital investment or tenant improvement allowances from the Owner.

4

Broad commitment to Lower Manhattan

M56 believes it is important to engage with the communities in which it operates venues. Therefore, we plan to donate 1% of attendance revenues to charitable organizations in the neighborhood. We anticipate the total donation over the lease term will be approximately $13 million. This funding will support the ongoing transformation of Lower Manhattan into a vibrant community through the work of charitable institutions.



PAYMENTS TO OWNER

M56's financial offer to develop and manage the Observation Deck is based on the assumption that M56 will commence fit out in the fourth quarter of 2013 and the venue will open to the public in the first quarter of 2015. Our financial offer includes the following elements:

1. **UPFRONT PAYMENT**
   M56 will make an advance on first year's rent of $5 million to demonstrate our full commitment to the project. We will provide a deposit of $250,000 at the execution of the Memorandum of Understanding designating M56 as developer of the Observation Deck, and an additional $4.75 million at lease signing. This payment will cover rent during the construction fit out period and will be credited against the guaranteed annual rent in the first year of operation.

2. **GUARANTEED ANNUAL BASE RENT**
   Upon opening, M56 will guarantee a minimum annual base rent of $18 million for the leased premises, totaling $270 million of guaranteed rent over a 15-year period.

3. **PERCENTAGE RENT**
   M56 looks forward to a close working relationship with the Owner to develop a spectacular attraction. To this extent, we are proposing a generous revenue-sharing arrangement that ensures that the Owner will share and benefit financially from the success of the project. Furthermore, we have structured participation rent on the basis of top-line gross revenues with M56 assuming all operating risks and contingencies. We have structured our percentage rent proposal to reflect the different programmatic elements of our overall concept and business arrangements between M56 and its operating partners, Landmarc Restaurants/Benchmark Events and Gerber Group as follows:

3a. ATTENDANCE

We propose the following participation rent structure for revenues associated with tickets, photography, and other miscellaneous program elements:

- $15 million in guaranteed annual rent for up to $35 million in revenue
- 55% of incremental revenue between $35 and $50 million
- 60% of incremental revenue between $50 and $65 million
- 65% of incremental revenue between $65 and $100 million
- 70% of incremental revenue above $100 million

3b. RETAIL

The concessions operations in the lobby and Observation Deck floors will contain an attractive array of unique gift items, many commissioned especially for the Observation Deck. We propose the following participation rent structure for retail-related revenues:

- $1.5 million in guaranteed annual rent for up to $12 million in gross revenue
- 15% of incremental gross revenue over $12 million

3c. FOOD AND BEVERAGE/EVENTS

The Observation Deck and 102nd Floor Lounge and Event space will offer a range of eating and drinking options, from casual dining for Observation Deck visitors to formal venues for special events. We propose the following participation rent structure for food and beverage and events-related revenues:

- $1.5 million in guaranteed annual rent for up to $15 million in gross revenue
- 12% of incremental gross revenue between $15 and $20 million
- 13% of incremental gross revenue above $20 million

TOTAL PERCENTAGE RENT

M56 engaged HR&A Advisors to conduct a comprehensive market study and attendance projection for the Observation Deck. Based on HR&A's projections, we believe that the Observation Deck will attract an average of 3.3 million visitors in the first stabilized year of operation. Based on that visitation estimate and per-visitor spending assumptions that are detailed in the following Project Financial Sections, M56 estimates that the Percentage Rent from all three programmatic elements would total $24.7 million in the first full year of operation. Assuming conservative growth projections in attendance and per-capita visitor spending, M56 estimates that Percentage Rent over the lease term will total $570 million.

TOTAL PAYMENTS TO OWNER

This financial proposal is based on the assumption of a 15-year operating period commencing upon the Observation Deck opening in the first quarter of 2015. In addition, we assume M56 will be able to begin construction and fit out in the fourth quarter of 2013. Over the term of the lease, M56 guarantees the owner $270 million in upfront payment and guaranteed base rent. We estimate that additional payments will be approximately $570 million for a total payment of $840 million in nominal dollars. The following table summarizes the annual payments to the Owner over the lease term.

LEASE OPTIONS

While this proposal responds to the Owner's request for the development and management of the Observation Deck for a 15-year period, M56 hopes that this initial lease term will be just the beginning of a long and productive relationship. M56 will invest $43 million in upfront capital to create a world-class experience at the Observation Deck. In addition, M56 plans to make substantial periodic capital investments over the course of the lease to ensure the facilities are maintained to the highest standards and the visitor experience remains exceptional. To this extent, M56 is interested in exploring lease renewal options as part of this initial agreement at terms favorable to both parties.

Summary of Payments to Owner

		Advanced Rent	Base Rent	% Rent	Total
MOU Execution		**$250,000**			**$250,000**
Lease Execution		**$4,750,000**			**$4,750,000**
Opening Year	1		$13,000,000	$24,679,293	$37,679,293
	2		$18,000,000	$25,271,436	$43,271,436
	3		$18,000,000	$25,980,639	$43,980,639
	4		$18,000,000	$28,023,251	$46,023,251
	5		$18,000,000	$30,136,913	$48,136,913
	6		$18,000,000	$32,324,059	$50,324,059
	7		$18,000,000	$34,587,207	$52,587,207
	8		$18,000,000	$36,928,968	$54,928,968
	9		$18,000,000	$39,352,040	$57,352,040
	10		$18,000,000	$41,859,218	$59,859,218
	11		$18,000,000	$44,453,397	$62,453,397
	12		$18,000,000	$47,137,572	$65,137,572
	13		$18,000,000	$50,082,865	$68,082,865
	14		$18,000,000	$53,137,775	$71,137,775
	15		$18,000,000	$56,298,192	$74,298,192
Total		**$5,000,000**	**$265,000,000**	**$570,252,825**	**$840,252,825**

PUBLIC BENEFITS

Over the past decade the downtown tourism economy has grown substantially to 9 million visitors. The plan envisioned by M56 for the Observation Deck at One World Trade Center will further support the growth of downtown as a tourist destination. In its first stabilized year, we expect that 3.3 million people will visit the Observation Deck, making it one of the City's premier destinations. Additional patrons will attend events in the 102nd floor event venue and visit the lounge.

Visitors to the Observation Deck will also provide a new market for hotels, retail shops and restaurants, as well as other attractions in Lower Manhattan. Because of the innovative online and mobile phone ticketing and queuing system that M56 has developed, visitors will no longer need to spend time waiting in line to reach the Observation Deck. Instead, they will be free to spend time and money at area venues until their designated admission time. During peak visitation times, this may provide additional hours for Observation Deck visitors to visit downtown shops and cultural attractions, generating benefits to businesses throughout the neighborhood and supporting its ongoing development.

In addition to supporting local spending, visitor spending at the Observation Deck will generate significant retail sales tax revenues that will accrue to the City, State, and the MTA. M56 anticipates approximately $2.0 billion in taxable sales and $178 million in total tax revenue to the various agencies over the lease term.

M56 will also contribute directly to the City over the lease term with a total PILOT payment of $18 million and a total BID contribution of $362,000. In addition, as part of our mission to more broadly invest in Lower Manhattan, we anticipate contributing a total of approximately $13 million to charitable organizations in the neighborhood.

Sources and Uses of Capital

The Sources and Uses of this project are as follows: M56 estimates that it will require $43 million of capital to successfully complete the RFP process, execute a lease with the Owner, complete design and construction, and ensure that the Observation Deck, retail stores, food venues, lounge and event space are fully operational.

SOURCES OF CAPITAL

M56 intends to fund the $43 million in costs through its own capital and a well-capitalized lender that has committed to backing M56's overall growth initiative in the United States.

Projected Sales-Tax Generated (Nominal $ in millions)

		SALES TAX REVENUES			
Revenue Source	Taxable Sales	City (@4.5%)	State (@4.0%)	MCTD (@0.375%)	Total
Attendance	$1,276	$57	$51	$5	$113
Photo	$135	$6	$5	$1	$12
Retail (1)	$50	$2	$2	$0	$4
F&B	$549	$25	$22	$2	$49
Total	**$2,010**	**$90**	**$80**	**$8**	**$178**

(1) 15% of retail sales assumed to be taxable.

USES OF CAPITAL	
Rent Advance to Owner	$5,000,000
Closing Costs (RFP/Lease Signing)	$2,500,000
Hard, Soft & FF&E Costs	$29,000,000
Interest & CAM Reserve	$2,900,000
Start-up Costs	$3,600,000
Total Uses of Capital	**$43,000,000**

SOURCES OF CAPITAL	
M56 Equity	$16,000,000
EPT Debt* 63% LTC	$27,000,000
Total Uses of Capital	**$43,000,000**

*EPT total commitment is $30 million.

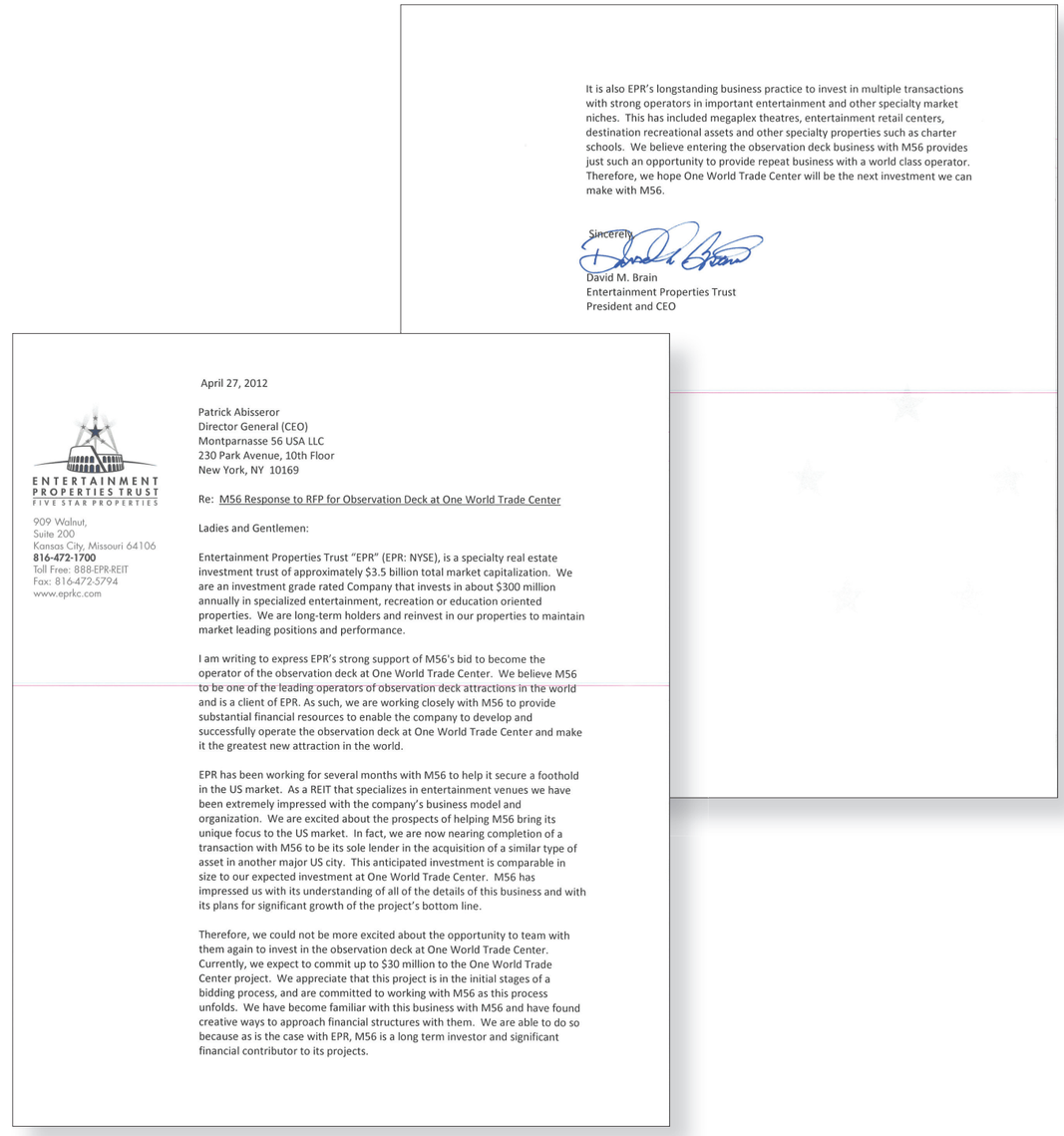
M56 will contribute approximately $16 million to the total costs. In addition to current cash on hand of $19 million, M56 has a $6.6 million unused credit facility put into place specifically to fund expansion in the United States. In addition, M56 projects it will generate $20 million of net cash flow from its global operations prior to year-end 2013.

M56 has secured a debt commitment for $30 million from Entertainment Property Trust

M56 has secured a debt commitment for $30 million from Entertainment Property Trust ("EPT"), a publicly traded (NYSE Ticker: EPR), investment grade, real estate investment trust with a market capitalization of $3.5 billion. EPT is committed to fuel M56's growth in the United States. Annually, EPT invests $300 million in specialty entertainment, recreation and educational venues and is extremely interested in the Observation Deck business. Based on M56's estimated costs and its desire to make a substantial capital contribution, M56 anticipates that it will utilize $27 million of EPT's $30 million debt commitment.

EPT's $27 million of debt represents a 63% loan to cost. It will have an 11.5% coupon and a 15-year term. While it will be interest only during the construction period, repayment will occur with blended principal and interest payments based on a 15-year amortization schedule. Please see letter that details EPT's commitment to M56 for this project and its overall United States expansion plan. The contact information for EPT is as follows:

Timothy Lies
President of EPT East
Tel: 816.472.1700
Email: timl@eprkc.com



It is also EPR's longstanding business practice to invest in multiple transactions with strong operators in important entertainment and other specialty market niches. This has included megaplex theatres, entertainment retail centers, destination recreational assets and other specialty properties such as charter schools. We believe entering the observation deck business with M56 provides just such an opportunity to provide repeat business with a world class operator. Therefore, we hope One World Trade Center will be the next investment we can make with M56.

Sincerely,

David M. Brain
Entertainment Properties Trust
President and CEO

ENTERTAINMENT PROPERTIES TRUST
FIVE STAR PROPERTIES

909 Walnut,
Suite 200
Kansas City, Missouri 64106
816-472-1700
Toll Free: 888-EPR-REIT
Fax: 816-472-5794
www.eprkc.com

April 27, 2012

Patrick Abisseror
Director General (CEO)
Montparnasse 56 USA LLC
230 Park Avenue, 10th Floor
New York, NY 10169

Re: M56 Response to RFP for Observation Deck at One World Trade Center

Ladies and Gentlemen:

Entertainment Properties Trust "EPR" (EPR: NYSE), is a specialty real estate investment trust of approximately $3.5 billion total market capitalization. We are an investment grade rated Company that invests in about $300 million annually in specialized entertainment, recreation or education oriented properties. We are long-term holders and reinvest in our properties to maintain market leading positions and performance.

I am writing to express EPR's strong support of M56's bid to become the operator of the observation deck at One World Trade Center. We believe M56 to be one of the leading operators of observation deck attractions in the world and is a client of EPR. As such, we are working closely with M56 to provide substantial financial resources to enable the company to develop and successfully operate the observation deck at One World Trade Center and make it the greatest new attraction in the world.

EPR has been working for several months with M56 to help it secure a foothold in the US market. As a REIT that specializes in entertainment venues we have been extremely impressed with the company's business model and organization. We are excited about the prospects of helping M56 bring its unique focus to the US market. In fact, we are now nearing completion of a transaction with M56 to be its sole lender in the acquisition of a similar type of asset in another major US city. This anticipated investment is comparable in size to our expected investment at One World Trade Center. M56 has impressed us with its understanding of all of the details of this business and with its plans for significant growth of the project's bottom line.

Therefore, we could not be more excited about the opportunity to team with them again to invest in the observation deck at One World Trade Center. Currently, we expect to commit up to $30 million to the One World Trade Center project. We appreciate that this project is in the initial stages of a bidding process, and are committed to working with M56 as this process unfolds. We have become familiar with this business with M56 and have found creative ways to approach financial structures with them. We are able to do so because as is the case with EPR, M56 is a long term investor and significant financial contributor to its projects.

USES OF CAPITAL

The $43 million of costs or "Uses" of capital can be broken into three broad categories – A) Costs through Lease Execution, B) Construction Costs and C) Start-up Costs. They are detailed below.

A. COST THROUGH LEASE EXECUTION

M56 expects that it will expend a total of $2.5 to successfully complete the RFP process and execute a lease with the Owner. Additionally, M56 expects to pay the Owner an advance of $5 million on its first year rent payment. Thus, the total capital required through lease execution with the Owner is expected to be $7.5 million.

B. CONSTRUCTION COST ESTIMATE

M56 has spent a great deal of time in developing a detailed space concept with the assistance of its architect, Gensler. With a very specific set of plans and detailed finishes, M56 engaged Plaza Construction ("Plaza"), a New York City-based general contractor and construction manager, to provide a detailed cost estimate and project schedule. Including a 10% hard costs, soft costs and FF&E contingency, Plaza has estimated the cost of construction to be approximately $29.0 million.

In addition to construction costs, M56 expects that a $2.9 million reserve will be needed to fund interest expenses and CAM to Owner during the construction phase.

Construction Budget ($ in millions)

	Projected Cost	Contingency (1)	Total Budget
Hard Cost	$20.5	$2.0	$22.5
FF&E	$2.4	$0.2	$2.6
Soft Costs	$3.5	$0.3	$3.8
Total	**$26.3**	**$2.6**	**$29.0**

(1) 10% contingency on all costs assumed.

C. START-UP COSTS

M56 has budgeted $3.6 million for start-up costs. The vast majority of the start-up costs, approximately $2.1 million, will be used to hire and train staff prior to the Observation Deck opening. Other start-up costs include:

- Rent of office space, office build-out, furniture/fit-out costs ($362,000)
- POS/Telephone/CCTV Equipment purchase ($200,000)
- Legal expenses for employment and service contracts ($300,000)
- Pre-launch advertising ($500,000)

M56 expects revenues to cover expenses once the Observation Deck opens.

Operating Assumptions

FEASIBILITY OF ACHIEVING CASH FLOWS

M56 has put together its pro forma based on over 30 years of experience operating similar facilities in Paris and Berlin, two of the largest cities in Europe. It has a track record of successfully capitalizing on and reinforcing the iconic aspects of tourist destinations and monuments, making them integral parts of an area's culture. Visitation to the Montparnasse 56 Tower in Paris has increased 15 percent per year over the past 3 years. Montparnasse 56 is well-positioned to bring this experience to One World Trade Center and develop an innovative, world-class destination in Lower Manhattan.

In addition to an extensive review of its current operations and internal research on operating a business in New York City, M56 has engaged a number of outside consultants and experts to develop revenue and expense projections. HR&A Advisors, Inc. conducted a comprehensive market study that informed both estimates of visitation and competitive pricing. Gerber Group, which operates venues in nine cities globally, including six in New York, and Landmarc Restaurants/Benchmarc Events, which operates four restaurants in New York and a food kiosk in Brooklyn Bridge Park in addition to a catering business, provided estimates related to food and beverage. M56 consulted with the building management division of CBRE to estimate facility operating costs and Willis to estimate insurance costs. We are confident that the combination of international experience and local market expertise has resulted in a business plan that provides a realistic estimate of the expected financial performance of the Observation Deck.

Finally, it should be noted that our guaranteed base rent offer of $18 million per year, which is significant in itself, is based on a conservative annual visitation estimate of 2 million. M56 fully expects to attract many more visitors, and we have structured a generous revenue sharing arrangement with the Owner through participation rents at various milestones. This approach balances our need to make prudent decisions with a generous proposal for the Owner to share in the success of the project. Using our median annual visitation estimate of 3.3 million visitors, we anticipate the owner will receive a total financial return of $570 million above the total guaranteed base rent payments of $270 million.

REVENUE ASSUMPTIONS

It is assumed that the Observation Deck, under M56's management, will generate $123.5 million in revenue per annum (exclusive of sales tax). Seven sources will generate revenue at the Observation Deck: a) Ticket Purchase, b) Photography Sales, c) Retail, d) Food Venue, e) Lounge, f) Events and g) Other Revenue.

Revenue assumptions are based on the HR&A market study as well as the experience that M56 has in operating Observation Decks for over three decades. With the exception of ticket revenue and 'other revenue', all revenue is expected to grow at 2.5% per annum.

TICKET PRICE ASSUMPTIONS

M56 has assumed the following ticket prices:

	Prices*	% Of Attendees	Global Discount	Discounted Price	Price Less Tax & Discount
Adult	$25.00	57.50%	10.00%	$22.50	$20.67
Senior Citizens	$20.00	10.00%	10.00%	$18.00	$16.53
Kids (7-12)	$17.00	20.00%	10.00%	$15.30	$14.05
VIP	$40.00	12.50%	0.00%	$40.00	$36.74
Average	**$24.78**			**$22.80**	**$20.94**

* Price includes 8.875% sales tax.

M56 assumes that approximately 50 percent of all tickets will be bought at full price and the remaining 50 percent will be purchased at a discount. Based on its experience, there will be 10 percent to 20 percent discounts for groups, corporate members, schools, etc. Additionally, there will be a 20 percent commission paid on all sales generated by M56's global third- party sales network of more than 13,200 agents.

The VIP tickets allow guests to proceed to the front of the line and are common among a number of comparable venues and attractions. These ticket prices are supported by the prices of comparable attractions in New York City. No discounts will be applied to VIP tickets.

Based on the assumptions described above, M56 projects a ticket yield of $22.80 per visitor including sales tax or $20.94 excluding sales taxes. M56 has conservatively estimated that average ticket prices will increase each year by $0.25/ticket including tax or $0.23/ticket excluding sales tax.

M56 fully expects to attract many more visitors, and we have structured a generous revenue sharing arrangement with the Owner through participation rents at various milestones.

Revenue Assumptions

	$ in millions	Comment
Ticket Revenue	**$69.5**	Revenue assumptions based on 3,320,000 attendees per year and a Year 1 average ticket price of $20.94/ticket. This figure is supported by the market study M56 commissioned from HR&A.
Photographic Revenue	**$6.6**	Similar to M56's other Observation Decks, M56 has assumed a price of $10 per picture and that 20 percent of all attendees would purchase one photo. Thus, on average, the photographic revenue is $2/attendee ($10/picture x 20 percent of attendees) or $6.6 million in Year 1. With the Observation Deck having 360-degree views and numerous breathtaking photographic opportunities, it is very possible to greatly exceed these revenue assumptions.
Retail Revenue	**$16.6**	M56 has planned several retail spaces, which includes 2,000 square foot space in the Lobby area and several retail kiosks throughout the 100th and 101st floor. M56 will stock the retail store with unique product offerings for all ages, similar to what is available in the museum stores in New York City. This will be in addition to the customary products available in tourist venues, (clothing, postcards, etc.). Based on M56's other decks, it has assumed that the average purchase at the retail store will be $20 and that 25% of all attendees will make a retail purchase resulting in average retail revenue of $5/attendee or $16.6 million in retail revenue Year 1.

	$ in millions	Comment
Food Venue Revenue	**$13.3**	With the assistance of Marc Murphy of Landmarc, Ditch Plains and Benchmarc Events, the intended operator of the 101st floor Food Venue, M56 has assumed that the average Food Venue revenue of $4/attendee or aggregate sales of $13.3 million in Year 1. It has been assumed that the average Food Venue purchase will be $10 and that 40% of the attendees will make a Food Venue purchase. Marc Murphy will take the food revenue experience to a whole new level, sharing his expertise of elevated American classics. The food venue offerings will include Mr. Murphy's award winning dishes including the Big Marc, the Ditch Dog, Lobster Rolls and the Ditch 'Wich.
Lounge Revenue	**$7.0**	Gerber Group, a premier operator of high-end lounges across the United States, including 6 locations in New York City, will operate the Lounge area. The Lounge will be located on half of the 102nd floor and will open at 11am and is currently planned to be open until the Observation Deck closes at midnight, with the expectation of later hours at least three nights a week. The Lounge's beverage and food sales projection of $7 million are based upon Gerber Group experience in other similar venues that it operates in New York City. However, Gerber Group has assumed higher revenues at One World Trade Center based on an anticipated visitation of over three million people and that it will be open, on average, six hours per day more than Gerber's other New York City lounges.

All revenue assumptions are summarized below:

	$ in millions	Comment
Event Revenue	**$8.1**	M56 believe that the Event space located on the 102nd floor, with its unparalleled view of the New York City skyline, will become one of the premier event venues in New York City. This venue will have the opportunity for multiple events in a day, with business, celebratory or tour group related breakfasts, lunches, dinners, and nighttime parties. Marc Murphy of Landmarc, Ditch Plains and Benchmarc Events, the intended operator of the Event space, assume that there will be an average 310 events per year with an average of 125 attendees per event. An average price of $175 per attendee has been assumed with total revenue of $8.1 million in the first year. Food for events will be provided from an off-site kitchen with warming and presentation done on site at the Observation Deck.
Other Revenue	**$2.4**	M56 assumes that in addition to the above mentioned revenue sources, there will be the opportunity to generate revenue from advertising sales (i.e. on the back of tickets), ticket sales to other major New York City attractions, pressed penny and other vending machines, etc. M56 has assumed that the 'Other Revenue' is a net revenue item and is net of costs, commissions, credit card fees royalty payments, etc. It has been assumed that 'Other Revenues' is 2% of total revenues or $2.4 million in the first year 1.

Expense Assumptions

M56 will provide the highest quality visitor experience in the City. In addition to the upfront capital investment, achieving this goal will require significant annual operating expenses in programming, lounge, and event services. Excluding base and percentage rent payments to the Owner, M56 estimates that the total annual Observation Deck operating cost will be approximately $63.3 million. These estimates are based on an average annual visitation of 3.3 million people and M56's experience with similar facilities around the world as well as detailed research into the cost of doing business in the New York City market. M56 has developed a flexible operating and staffing plan that can be adjusted to respond to changes in attendance.

The table below provides a high level breakdown and description of key cost items. The "Pro Forma Assumptions Tab" and Appendix 1 through 11 provide a detailed explanation of all costs assumptions. All expenses, except as indicated below, are grown at 3% per annum. In summary, the major costs are summarized on the following pages.

Expense Assumptions

	$ in millions	Comment
Cost of Goods Sold	**$18.5**	This includes: ▪ Retail – 40% COGS margin; $6.6 million COGS year 1 – based on M56's global COGS margin ▪ Food Venue – 36.5% COGS margin; $4.8 million COGS year 1 – includes food, beverage, trucking and kitchen disposables/supplies expense ▪ Events – 29.0% COGS margin; $2.3 million COGS year 1 – includes food, beverage, trucking and kitchen disposables/supplies expense ▪ Lounge – 18.3% COGS margin; $1.3 million COGS year 1 – includes food and beverage expense ▪ Photography – 50% COGS margin; $3.3 million COGS year 1 – assumes 50% profit share with third party photography company

* Unless otherwise indicated, excludes costs of Food Venue, Lounge and Event businesses.

	$ in millions	Comment
Advertising*	**$3.0 Year 1, $2.5 Year 2+**	The advertising budget will be spent through traditional and internet channels. After the first year, the budget will drop from $3 million to $2.5 million and there will be no growth thereafter. An additional $0.5 million will be spend in the first year prior to launch.
Observatory/ Retail Personnel*	**$4.3**	This includes 17 staff on hand during observatory hours (16 hours per day, 7 days a week). These staff will assist with crowd control and ticket sales in the Lobby and guest management on the Observation Deck floors. Additionally, it has been assumed that there will be 6 retail staff manning the 2 retail stores (Lobby and 101st floor) during Observation Deck operating hours.
General Administrative Costs*	**$7.1**	This includes cost for management staff of $4.5 million and other administrative costs of $2.6 million. M56 has assumed a total of 26 general management staff including one general manager, 4 directors of operations, 1 director of security, 2 full time engineers, 1 director of HR, 3 directors of marketing, 2 accountants, 2 bookkeepers, 4 guest services managers and 4 admin staff. The other administrative costs include office rent/operations costs, legal costs, holiday decoration costs, cctv/telephone costs, point of sale rental/ticket printing, technology upkeep costs, etc

	$ in millions	Comment
Utilities*	**$0.6**	Assumes electricity, water, condenser water and waste removal. This line item includes the condenser water expense for the Food Venue, Lounge and Event business.
Repair and Maintenance*	**$0.3**	$3.50/gsf. This is broken down as $150,000 for general repair and maintenance costs, including HVAC repair and $270,000 for upkeep of interactive programming and technology.
Capex and Refurbishment Reserves*	**$0.5**	Assumed $5/gsf
Cleaning Costs*	**$1.9**	This assumes 3 cleaning staff on hand during Observatory operating hours and 8 staff for heavy cleaning after hours. This line item includes cleaning costs for the Food Venue area but, not the Lounge and Event area.
Credit Card Fees*	**$1.9**	2% of attendance, photo and retail revenue
Security Costs	**$6.2**	Including 13 security staff in the Lobby and Observatory floors and between 12 to 24 security staff, depending on the hour, manning up to 6 scanning machines. After hours, there will be 2 security guards manning the Observation Deck space. Additionally, the Lounge will be open after midnight on select nights. There will a total of 10 security staff manning one scanner, operating 2 elevators and manning the Lobby area.

	$ in millions	Comment
Escalator/ Elevator Maintenance	**$1.2**	This estimate was developed using both the guidance from the Owners on elevator maintenance costs and M56's property management consultants, CBRE. This expense item is grown at a rate of 5% per annum based on guidance from CBRE.
Insurance Expense	**$1.7**	Willis assisted M56 in pricing out property damage and business interruption ($125K), terrorism ($250K), general liability/liquor liability (625K), workers compensation ($150K), umbrella liability ($550K) and directors/ officers/ network security ($100K)
CAM	**$1.3**	$10.65/gsf based on guidance from Owner
SG&A for Food Venue/Lounge/ Events	**$10.5**	Captures all operating costs, aside from COG. This includes staffing, utilities, repair and maintenance, event/lounge specific security and cleaning. This line item does not include certain costs such as insurance, security costs, CAM, elevator/escalator maintenance – as these costs are carried elsewhere.
Downtown Charitable Contribution	**$0.7**	M56 is committed to donating 1% of gross revenue from attendance to a downtown charitable cause.
Management Fee to M56	**$3.7**	3% of revenues

Returns to Owner

The aggregate rent paid to the Owner over the 15-year lease under M56's business plan is $840 million. Of this, $270 million is paid as a base rent payment and $570 million is paid as percentage rent. For the NPV analysis, M56 has attached a 50 basis point risk premium over the 10-year treasury to the guaranteed base rent payments and a 250 bps risk premium to the percentage rent revenue stream to the Owner.

Discounting the guaranteed base rent payments at a 2.5% rate and the percentage rent at a 4.5% rate, the net present value of the total rent payments to the owner is approximately $606 million.

The aggregate rent paid to the Owner over the 15-year lease under M56's business plan is $840 million.

ONE WTC OBSERVATION DECK – STACKING PLAN

Use			Height		Area			
Floor #	Elevat. Bank	Program	Floor Heights	Floor to Floor	(G) Gross Floor Area (GSF)	(D) Core Deduction	(U) Useable Area U=G-D	(E) Efficiency E=U/G
102	J	Bar, Lounge Event	1268'-4"	25'-0"	26,569	5,418	21,151	80%
101	J	OB Deck, Food, Retail	1254'-2"	14'-2"	19,755	5,408	14,347	73%
100	J	Observation Deck	1241'-8"	12'-6"	27,744	5,397	22,347	81%
Total Observation Deck Area					**74,068**	**16,223**	**57,845**	
Ground		Entry Experience	311'-2"	55'-2"	9,938	2,684	7,254	73%
B-2		Ticketing, Security	284'-0"	14'-0"	35,790	9,663	26,127	73%
Total Lobby & Back-of-House Area					**45,728**	**12,347**	**33,381**	

ONE WTC OBSERVATION DECK – SOURCES & USES OF FUNDS

Sources			Uses	
Equity - M56	37%	$16,000,000	**Cost to Lease Signing**	
Debt - EPT (1)	63%	$27,000,000	Rent Advance to Owner	$5,000,000
			Closing Costs (RFP/Lease Signing)	$2,500,000
			Construction Costs	
			Hard, Soft & FF&E	$29,000,000
			Interest & CAM Reserve	$2,900,000
			Start-up Costs (see Apndx 11)	$3,600,000
Total Sources		**$43,000,000**	**Total Uses of Capital**	**$43,000,000**

(1) EPT's total commitment to the 1 WTC project is $30 million.

ONE WTC OBSERVATION DECK – CAPACITY ASSUMPTIONS

Weekend Daily Throughput	Projected Demand	Accommodated Demand	Excess Demand
8am - 9am	534	534	(666)
9am - 10am	534	534	(666)
10am - 11am	891	891	(309)
11am - 12pm	891	891	(309)
12pm - 1pm	891	891	(309)
1pm - 2pm	891	891	(309)
2pm - 3pm	891	891	(309)
3pm - 4pm	891	891	(309)
4pm - 5pm	891	891	(309)
5pm - 6pm	891	891	(309)
6pm - 7pm	534	534	(666)
7pm - 8pm	534	534	(666)
8pm - 9pm	534	534	(666)
9pm - 10pm	534	534	(666)
10pm - 11pm	534	534	(666)
11pm - 12am	534	534	(666)
Total	**11,401**	**11,401**	**(7,799)**

Weekday Daily Throughput	Projected Demand	Accommodated Demand	Excess Demand
8am - 9am	385	385	(815)
9am - 10am	385	385	(815)
10am - 11am	727	727	(473)
11am - 12pm	727	727	(473)
12pm - 1pm	727	727	(473)
1pm - 2pm	727	727	(473)
2pm - 3pm	727	727	(473)
3pm - 4pm	727	727	(473)
4pm - 5pm	385	385	(815)
5pm - 6pm	385	385	(815)
6pm - 7pm	385	385	(815)
7pm - 8pm	385	385	(815)
8pm - 9pm	385	385	(815)
9pm - 10pm	385	385	(815)
10pm - 11pm	385	385	(815)
11pm - 12am	385	385	(815)
Total	**8,209**	**8,209**	**(10,991)**

THRESHHOLD ASSUMPTIONS

Elevator Capacity

Capacity per Hour	312	Assumes 3 stops
Number of Dedicated Elevators	5	
Elevator Capacity per Hour	**1,560**	

Security Capacity

Number of X-ray Machines	6
Processing Time per Machine	
Processing Time (sec per visitor)	15
Visitors per minute	4
Visitors per hour	240
Security Capacity per Hour	**1,440**

Physical Capacity

	FLOOR 100	FLOOR 101	FLOOR 102
Maximum Instant Capacity per Floor	480	360	360
Number of Floors	1	1	1
Average Visitor Stay			
Avg Visitor Length of Stay (mins)	60	60	n/a
Avg Visitor stay (hours)	1.00	1.00	n/a
Physical Capacity per Hour	**480**	**360**	**360**

SUMMARY

Accommodated Demand - Weekends	11,401
Weekend days per week	2
Accommodated Demand - Weekdays	8,209
Weekdays per week	5

Peak Hours

ONE WTC OBSERVATION DECK – FITOUT COSTS

		Observation Deck		
		Budget	**per GSF (1)**	**Description**
Hard Costs			119,796	
Trade Costs				
Foundations		-	-	Not applicable
Superstructure		$723,000	$6.04	
Façade		-	-	Not applicable
Roofing		-	-	Not applicable
Interior Construction		$11,946,000	$99.72	
Conveying		$375,000	$3.13	
Mechanical				
Plumbing		$180,000	$1.50	
Fire Protection		$746,000	$6.23	
HVAC		$2,322,000	$19.38	
Electrical		$1,166,000	$9.73	
Equipment		$500,000	$4.17	Touch Screen Technology
Sitework		-	-	
Special Construction		-	-	Included elsewhere
Other		-	-	
Total Trade Costs		**$17,958,000**	**$149.90**	
General Conditions		$1,077,480	$8.99	- 6% of Total Trade Costs
Construction Management (CM) Fee		$538,740	$4.50	- 3% of Total Trade Costs
Commercial General Liability (CGL) Insurance		$296,307	$2.47	- 1.65% of Total Trade Costs
Contractor Controlled Insurance Program (CCIP)		-	-	Included elsewhere
Subguard		$224,475	$1.87	- 1.25% of Total Trade Costs
Testing & Inspection		$200,000	$1.67	
Other		$202,950	$1.69	-1% of all Hard Costs except contingency for Bonding
Contingency at 10%	10.00%	$2,049,795	$17.11	-10% of all Hard Costs
Total Hard Costs		**$22,547,747**	**$188.22**	

FF&E		**Budget**	**per GSF**	**Description**
Pre-Opening Expenses		$3,600,000	-	Includes staffing costs, marketing, buildout and rent of 3,000 sf of office space at 1 WTC; Includes a contingency (see Apndx 11)
Lighting Design		$30,000	$0.25	
Graphics Design		$200,000	$1.67	
Consultant Reimbursable		$15,000	$0.13	
Graphics Material / Installation		$100,000	$0.83	
Exterior Signage		$20,000	$0.17	
Warehousing / Installation		$50,000	$0.42	
Public Space		-	-	Included elsewhere
Equipment		$850,000	$7.10	Interactive content, mobile application and concierge furniture
Other		$1,000,000	$8.35	FFE for Lounge and Event Space
Sales Tax at 8.875%	8.875%	$88,750	$0.74	Assumes WTC sales tax exemption; Sales tax only on F&B FF&E
Freight	n/a	-	-	Included elsewhere
Contingency at 10%	10.00%	$235,375	$1.96	Contingency excludes pre-opening expense
Total FF&E		**$6,189,125**	**$21.61**	

ONE WTC OBSERVATION DECK – FITOUT COSTS

Soft Costs		Budget	per GSF	Description
Pre-Construction Services Fee		$100,000	$0.83	
Architect		$1,100,000	$9.18	
MEP		$200,000	$1.67	
Elevator		-	-	
Structural		$200,000	$1.67	
Interior Design Consultant		-	-	Included in Architect fee
Elevator Consultant		-	-	
Acoustic Consultant		$20,000	$0.17	
Code Consultant		$200,000	$1.67	
AV/Sound Consultant		$100,000	$0.83	
Security Consultant		$100,000	$0.83	
Network Integrator Consultant		$50,000	$0.42	
Expeditor		-	-	Included in code consultant
LEED Program		-	-	Included in Architect fee
Permits and Fees		$100,000	$0.83	
Commissioning		$100,000	$0.83	Testing & Training - Verification of Performance
Owner's General Liability / Property Insurance		$300,000	$2.50	Provided by Willis
Builder's Risk Insurance		-	-	Include elsewhere
Consultant Disbursements		-	-	Not applicable
Marketing & Advertising		-	-	Included in Pre-Opening Expenses
Legal & Accounting		$150,000	$1.25	
Developer Expenses		-	-	Included in Development Fees
Project Manager		-	-	Included in Development Fees
Development Fees	$40,000	$760,000	$6.34	$40,000/month for 19 months
Misc. - Consultant Fees		-	-	Not applicable
Misc. - Other		-	-	Not applicable
Soft Cost Contingency at 10%	10.00%	$348,000	$2.90	
Total Soft Costs		**$3,828,000**	**$31.95**	

TOTAL COSTS	$32,564,872	$241.78

(1) Includes the Observatory Floors (100, 101 and 102) as well as the Lobby area as per Owner's measurements.

ONE WTC OBSERVATION DECK – OWNER'S NET PRESENT VALUE

				CONSTRUCTION PERIOD							
Operating Year Calendar Year	DISCOUNT RATE	TOTAL NOMINAL RENT	NPV OF RENT	-2 2013	-1 2014	1 2015	2 2016	3 2017	4 2018	5 2019	6 2020
Base Rent	2.50%	$270,000,000	$217,548,049	$5,000,000		$13,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000
Percentage Rent	4.50%	$570,252,825	$388,078,435			$24,679,293	$25,271,436	$25,980,639	$28,023,251	$30,136,913	$32,324,059
Total		**$840,252,825**	**$605,626,484**	**$5,000,000**		**$37,679,293**	**$43,271,436**	**$43,980,639**	**$46,023,251**	**$48,136,913**	**$50,324,059**

Note: $5 million rent advance of first years base rent upon lease signing.

	OPERATING PERIOD								
Operating Year Calendar Year	7 2021	8 2022	9 2023	10 2024	11 2025	12 2026	13 2027	14 2028	15 2029
Base Rent	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000
Percentage Rent	$34,587,207	$36,928,968	$39,352,040	$41,859,218	$44,453,397	$47,137,572	$50,082,865	$53,137,775	$56,298,192
Total	**$52,587,207**	**$54,928,968**	**$57,352,040**	**$59,859,218**	**$62,453,397**	**$65,137,572**	**$68,082,865**	**$71,137,775**	**$74,298,192**

PRO FORMA MODEL

	CONSTRUCTION PERIOD		OPERATING PERIOD													
Operating Year	-2	-1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Calendar Year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Revenue																	
Admissions Revenue																	
Annual Attendance			3,320,000	3,320,000	3,320,000	3,403,000	3,488,075	3,575,277	3,664,659	3,756,275	3,850,182	3,946,437	4,045,098	4,146,225	4,249,881	4,356,128	4,465,031
Average Adult Ticket Price			$25.00	$25.25	$25.50	$25.75	$26.00	$26.25	$26.50	$26.75	$27.00	$27.25	$27.50	$27.75	$28.00	$28.25	$28.50
Average Sr. Citizen Price			$20.00	$20.25	$20.50	$20.75	$21.00	$21.25	$21.50	$21.75	$22.00	$22.25	$22.50	$22.75	$23.00	$23.25	$23.50
Average Child (7+) Ticket			$17.00	$17.25	$17.50	$17.75	$18.00	$18.25	$18.50	$18.75	$19.00	$19.25	$19.50	$19.75	$20.00	$20.25	$20.50
VIP Ticket			$40.00	$40.25	$40.50	$40.75	$41.00	$41.25	$41.50	$41.75	$42.00	$42.25	$42.50	$42.75	$43.00	$43.25	$43.50
Global Discount			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Taxes			8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%	8.875%
Effective Ticket Price (excluding sales tax)			$20.94	$21.17	$21.40	$21.63	$21.86	$22.09	$22.32	$22.55	$22.78	$23.01	$23.24	$23.46	$23.69	$23.92	$24.15
Net Ticket Revenue			$69,517,979	$70,280,321	$71,042,664	$73,600,131	$76,241,070	$78,968,056	$81,783,740	$84,690,854	$87,692,208	$90,790,699	$93,989,306	$97,291,100	$100,699,240	$104,216,979	$107,847,669
Credit Card and Other Sales Fees (Retail and Attendance only)			($1,855,160)	($1,873,726)	($1,900,593)	($1,975,859)	($2,053,924)	($2,134,892)	($2,218,872)	($2,305,975)	($2,396,319)	($2,490,024)	($2,587,218)	($2,688,031)	($2,792,600)	($2,901,065)	($3,013,574)
Total Admissions Revenue			$67,662,820	$68,406,595	$69,142,070	$71,624,272	$74,187,146	$76,833,163	$79,564,869	$82,384,879	$85,295,890	$88,300,674	$91,402,088	$94,603,068	$97,906,640	$101,315,914	$104,834,095
Other Revenue																	
Food Venue			$13,280,000	$13,280,000	$13,612,000	$14,301,108	$15,025,101	$15,785,747	$16,584,900	$17,424,511	$18,306,627	$19,233,400	$20,207,091	$21,230,074	$22,304,847	$23,434,030	$24,620,378
Retail			$16,600,000	$16,600,000	$17,015,000	$17,876,384	$18,781,376	$19,732,184	$20,731,125	$21,780,639	$22,883,283	$24,041,750	$25,258,863	$26,537,593	$27,881,059	$29,292,537	$30,775,472
Photography			$6,640,000	$6,806,000	$6,972,000	$7,316,450	$7,673,765	$8,044,373	$8,428,715	$8,827,247	$9,240,437	$9,668,770	$10,112,744	$10,572,874	$11,049,690	$11,543,738	$12,055,583
Special Events			$8,060,000	$8,301,800	$8,550,854	$8,807,380	$9,071,601	$9,343,749	$9,624,062	$9,912,783	$10,210,167	$10,516,472	$10,831,966	$11,156,925	$11,491,633	$11,836,382	$12,191,473
Lounge			$7,000,000	$7,210,000	$7,426,300	$7,649,089	$7,878,562	$8,114,919	$8,358,366	$8,609,117	$8,867,391	$9,133,412	$9,407,415	$9,689,637	$9,980,326	$10,279,736	$10,588,128
Other			$2,421,960	$2,449,562	$2,492,376	$2,591,011	$2,693,429	$2,799,781	$2,910,218	$3,024,903	$3,144,002	$3,267,690	$3,396,148	$3,529,564	$3,668,136	$3,812,068	$3,961,574
Total Other Revenue			$54,001,960	$54,647,362	$56,068,530	$58,541,421	$61,123,835	$63,820,751	$66,637,387	$69,579,200	$72,651,907	$75,861,493	$79,214,226	$82,716,668	$86,375,690	$90,198,491	$94,192,608
Total Revenue			$121,664,779	$123,053,957	$125,210,601	$130,165,693	$135,310,980	$140,653,915	$146,202,255	$151,964,079	$157,947,797	$164,162,168	$170,616,314	$177,319,736	$184,282,330	$191,514,406	$199,026,703
Expenses																	
Operating Expenses																	
Base Rent to Owner (C)			$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000	$18,000,000
Percentage Rent to Owner - Attendance/Other Revenue			$21,309,093	$21,817,602	$22,335,999	$24,045,841	$25,811,858	$27,635,801	$29,519,479	$31,464,751	$33,473,538	$35,547,813	$37,689,614	$39,901,039	$42,352,268	$44,890,814	$47,511,537
Percentage Rent -Retail/Photography			$1,686,000	$1,710,900	$1,798,050	$1,978,925	$2,168,271	$2,366,483	$2,573,976	$2,791,183	$3,018,558	$3,256,578	$3,505,741	$3,766,570	$4,039,612	$4,325,441	$4,624,658
Percentage Rent - Concession, Lounge and Event			$1,684,200	$1,742,934	$1,846,590	$1,998,485	$2,156,784	$2,321,774	$2,493,753	$2,673,033	$2,859,944	$3,054,827	$3,258,041	$3,469,963	$3,690,985	$3,921,519	$4,161,997
Start-up Costs (C)	$2,500,000	$32,600,000															
Payroll			$4,278,273	$4,406,621	$4,538,820	$4,674,984	$4,815,234	$4,959,691	$5,108,481	$5,261,736	$5,419,588	$5,582,176	$5,749,641	$5,922,130	$6,099,794	$6,282,788	$6,471,271
Marketing & Advertising			$3,000,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000
Maintenance and Repairs			$326,295	$336,083	$346,166	$356,551	$367,247	$378,265	$389,613	$401,301	$413,340	$425,740	$438,513	$451,668	$465,218	$479,174	$493,550
Cleaning			$1,896,697	$1,953,598	$2,012,206	$2,072,572	$2,134,749	$2,198,792	$2,264,755	$2,332,698	$2,402,679	$2,474,759	$2,549,002	$2,625,472	$2,704,236	$2,785,363	$2,868,924
Utilities /Waste Management			$634,761	$653,804	$673,418	$693,620	$714,429	$735,862	$757,938	$780,676	$804,096	$828,219	$853,065	$878,657	$905,017	$932,168	$960,133
Insurance			$1,700,000	$1,751,000	$1,803,530	$1,857,636	$1,913,365	$1,970,766	$2,029,889	$2,090,786	$2,153,509	$2,218,114	$2,284,658	$2,353,198	$2,423,794	$2,496,507	$2,571,403
General and Administrative			$7,119,755	$7,333,348	$7,553,348	$7,779,948	$8,013,347	$8,253,747	$8,501,360	$8,756,400	$9,019,093	$9,289,665	$9,568,355	$9,855,406	$10,151,068	$10,455,600	$10,769,268
Security			$6,186,297	$6,371,886	$6,563,042	$6,759,934	$6,962,732	$7,171,614	$7,386,762	$7,608,365	$7,836,616	$8,071,714	$8,313,866	$8,563,282	$8,820,180	$9,084,785	$9,357,329
Elevators			$1,200,000	$1,260,000	$1,323,000	$1,389,150	$1,458,608	$1,531,538	$1,608,115	$1,688,521	$1,772,947	$1,861,594	$1,954,674	$2,052,407	$2,155,028	$2,262,779	$2,375,918
Food Venue, Lounge and Events SG&A			$10,482,448	$10,649,561	$10,944,487	$11,376,665	$11,827,066	$12,296,501	$12,785,823	$13,295,920	$13,827,726	$14,382,216	$14,960,410	$15,563,379	$16,192,240	$16,848,167	$17,532,386
Total Operating Expenses	**$2,500,000**	**$32,600,000**	**$79,503,818**	**$80,487,336**	**$82,238,655**	**$85,484,312**	**$88,843,689**	**$92,320,833**	**$95,919,942**	**$99,645,370**	**$103,501,633**	**$107,493,416**	**$111,625,580**	**$115,903,171**	**$120,499,440**	**$125,265,107**	**$130,198,374**
Allocated Building Expenses																	
PILOT		$898,470	$925,424	$953,187	$981,782	$1,011,236	$1,041,573	$1,072,820	$1,105,005	$1,138,155	$1,172,300	$1,207,469	$1,243,693	$1,281,003	$1,319,433	$1,359,016	$1,399,787
Sitewide Common Area Maintenance		$359,388	$370,170	$381,275	$392,713	$404,494	$416,629	$429,128	$442,002	$455,262	$468,920	$482,987	$497,477	$512,401	$527,773	$543,607	$559,915
Business Improvement District (BID)		$17,969	$18,508	$19,064	$19,636	$20,225	$20,831	$21,456	$22,100	$22,763	$23,446	$24,149	$24,874	$25,620	$26,389	$27,180	$27,996
Total Allocated Building Expenses		**$1,275,827**	**$1,314,102**	**$1,353,525**	**$1,394,131**	**$1,435,955**	**$1,479,034**	**$1,523,405**	**$1,569,107**	**$1,616,180**	**$1,664,665**	**$1,714,605**	**$1,766,044**	**$1,819,025**	**$1,873,596**	**$1,929,803**	**$1,987,698**
Cost of Goods Sold (COGS)																	
Food Venue, Lounge and Events			$8,459,025	$8,593,880	$8,831,877	$9,180,632	$9,544,092	$9,922,912	$10,317,780	$10,729,414	$11,158,566	$11,606,022	$12,072,608	$12,559,186	$13,066,658	$13,595,972	$14,148,116
Retail			$6,640,000	$6,640,000	$6,806,000	$7,150,554	$7,512,551	$7,892,873	$8,292,450	$8,712,255	$9,153,313	$9,616,700	$10,103,545	$10,615,037	$11,152,423	$11,717,015	$12,310,189
Photography			$3,320,000	$3,403,000	$3,486,000	$3,658,225	$3,836,883	$4,022,186	$4,214,358	$4,413,623	$4,620,219	$4,834,385	$5,056,372	$5,286,437	$5,524,845	$5,771,869	$6,027,792
Total COGS			**$18,419,025**	**$18,636,880**	**$19,123,877**	**$19,989,411**	**$20,893,525**	**$21,837,972**	**$22,824,588**	**$23,855,293**	**$24,932,097**	**$26,057,107**	**$27,232,525**	**$28,460,660**	**$29,743,927**	**$31,084,856**	**$32,486,096**
Operator Fee																	
Operator Fee (% Cash Flow)																	
Operator Fee			$3,705,598	$3,747,831	$3,813,336	$3,964,247	$4,120,947	$4,283,664	$4,452,634	$4,628,102	$4,810,323	$4,999,566	$5,196,106	$5,400,233	$5,612,248	$5,832,464	$6,061,208
Capital Reserves																	
Reserves (% Total Revenue)																	
Capital Reserves			$466,135	$480,119	$494,523	$509,358	$524,639	$540,378	$556,590	$573,287	$590,486	$608,200	$626,446	$645,240	$664,597	$684,535	$705,071
Other Expenses																	
Downtown Charitable Donations			$695,180	$702,803	$710,427	$736,001	$762,411	$789,681	$817,837	$846,909	$876,922	$907,907	$939,893	$972,911	$1,006,992	$1,042,170	$1,078,477
Total Expenses	$2,500,000	$33,875,827	$104,103,858	$105,408,494	$107,774,948	$112,119,283	$116,624,244	$121,295,933	$126,140,698	$131,165,140	$136,376,127	$141,780,801	$147,386,595	$153,201,239	$159,400,800	$165,838,935	$172,516,924
Net Operating Income (NOI)	($2,500,000)	($33,875,827)	$17,560,921	$17,645,464	$17,435,653	$18,046,410	$18,686,737	$19,357,982	$20,061,557	$20,798,938	$21,571,670	$22,381,366	$23,229,719	$24,118,497	$24,881,531	$25,675,471	$26,509,780
Financing (A)																	
Debt		$27,000,000															
Debt Service Payments		($1,624,173)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)
Total Financing Costs	$0	$25,375,827	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)	($3,858,958)
Net Cash Flow	($2,500,000)	($8,500,000)	$13,701,963	$13,786,506	$13,576,695	$14,187,452	$14,827,779	$15,499,024	$16,202,600	$16,939,981	$17,712,712	$18,522,409	$19,370,762	$20,259,539	$21,022,573	$21,816,513	$22,650,822
Distributions (B)																	
M56			$11,109,053	$11,176,607	$10,909,312	$11,419,052	$11,953,809	$12,514,720	$13,102,972	$13,719,806	$14,366,519	$15,044,470	$15,755,077	$16,499,827	$17,112,253	$17,748,693	$18,418,282
Concessionaire Fee			$2,592,910	$2,609,899	$2,667,383	$2,768,400	$2,873,969	$2,984,304	$3,099,627	$3,220,175	$3,346,193	$3,477,939	$3,615,684	$3,759,712	$3,910,320	$4,067,820	$4,232,540

Notes:

(A) Assumes $27 million of EPT's $30 milllion debt commitment is drawn. The Interest will be 11.5% and the annual payments will be based on a 15 year amortization schedule.

(B) The Concessionaire Fee: Food Venue, Event and Lounge net operating income is distributed 60% to the Gerber Group/Marc Murphy and 40% to M56 (See Apndx 8).

(C) Start-up costs excludes a $5,000,000 advanced 2015 base rent payment to Owner at signing of lease. Base Rent to Owner in 2015 does not account for the reimbursement of the deposit at lease signing.

ONE WTC OBSERVATION DECK – PRO FORMA ASSUMPTIONS

Revenue grown at 2.5% and Expenses grown at 3% per annum unless otherwise noted.

	Proposer Assumption (Unit Value)	Proposer Assumption (Percentage Value)	Proposer Description of Assumptions
Revenue			
Annual Attendance	3,320,000		- 3.32 million is a stabilized 2017 attendance figure projected in the HR&A market study commissioned by M56. There is expected to be a surge of attendance the first few years where attendance will surpass 3.32 million and then will normalize down to 3.32. To be conservative, M56 has not modeled a surge and has instead modeled a flat 3.32 million attendance in 2015, 2016 and 2017 and then grown attendance 2.5% thereafter
Average Adult Ticket Price	$25.00		Please See 'Appendix 10 - Ticket Price' for more detail
Global Discount		10.00%	- M56 has assumed half the tickets are bought at full price and the other half are either bought at a 10-20% discount or a 20% sales commission is paid. These discounts would be applied to groups, corporations, schools, etc. As well, if the sale occurs through M56's 13,200 third party tour agents globally, a 20% commission would be paid on the full ticket price
Credit Card and Other Sales Fees	$1,855,160	2.00% of Retail and Attendance Revenue	- Assumed to be 2% of Retail, Photo and Attendance Sales. Assumed that most sales will be via credit card; Concession/Lounge/Event credit card fees included in individual SG&A lines
Other Revenue	$54,001,960		
Food Venue	$13,280,000	$4.00/attendee	- See 'Appendix 1-Food Venue Assumptions' for more detail. M56 has assumed $4/ attendee in Food Venue revenue. This is based on the following assumptions: a) $10 average purchase at concession stands and b) 40% of attendees making a food venue purchases. This is based on M56's experiences at its other observation decks
Retail	$16,600,000	$5.00/attendee	- It has been assumed the average purchase at the retail store will be $20 and that 25% of all attendees will make a retail purchase. Thus, the average retail revenue/attendee is $5
Photography	$6,640,000	$2.00/attendee	- M56 has assumed $2/ attendee in photographic revenue. This is based on an the following assumptions - a) photography price of $10/ photo before sales taxes and b) 20% of all attendee purchasing pictures. This is based on M56's experience at its other observation decks
Audio Tours	NA	NA	- M56, in all its observation deck/tourism operations globally, has modern interactive technology throughout its observation decks that conveys information in a more interesting and richer manner than audio guides and provides a better guest experience
Special Events	$8,060,000		- Event revenue was based on an average price per person of $175.00, 150 people per event and 310 events per year
Lounge	$7,000,000		- Lounge beverage and food sales based upon the Gerber Group experience in the 6 other lounges it operates in New York City. Additional revenue has been assumed at 1 WTC because Lounge will be open for an average of 6 additional hours per day when compared to the Gerber Groups other NYC Lounge
Other	$2,421,960	2.00% of total revenue	- Assume other revenue such as vending machines, advertising revenue, cross selling tickets for other NYC venues, etc, will be 2% of all other revenue items. This is a net revenue line item, it is net of all costs, commission, credit card fees, profit share arrangements, etc..
Operating Expenses			
Base Rent to Owner	$18,000,000		- $15 million from Attendance/Other Revenue businesses - $1.5 million from Retail/Photography business - $1.5 million from Concession, Lounge and Event Business

ONE WTC OBSERVATION DECK – PRO FORMA ASSUMPTIONS

	Proposer Assumption (Unit Value)	Proposer Assumption (Percentage Value)	Proposer Description of Assumptions
Percentage Rent to Owner	$24,679,293		- Attendance/Photography/Other Revenue - 55% of incremental revenue between $35 and $50 million - 60% of incremental revenue between $50 and $65 million - 65% of incremental revenue between $65 and $100 million - 70% of incremental revenue above $100 million - Retail Revenue - 15% of incremental revenue over $12 million - Food Venue, Lounge and Event Revenue - 12% of incremental revenue between $15 and $20 million - 13% of incremental revenue above $20 million - Year 1, the percentage rent is expected to be $24.7 million. When combined with the guaranteed base rent, the total rent to owner is expected to be $42.7 million - See 'Appendix 8- Rent to Owner' for more details
Start-up Costs	$38,000,000		- This includes (see 'Sources and Uses' and 'Apndx 11 - Start-up Costs' for more detail): - Construction Costs - Closing Costs - CAM charges during construction - Interest Reserves during construction - Office - rent, build out and fit out costs - Staffing Cost - onboarding and training staff before Observation Deck opening - Legal costs for employment and service contracts - Equipment purchase costs (TV, POS, CCTV, etc) - Excludes rent advance to Owner at lease signing
Payroll			
Observatory/Retail Staff	$4,278,273		- Assumes the Observatory/Retail staff will be on site from 7am - 12am, 7 days a week - At all times, M56 has assumed that the Observatory/Retail areas will be staffed with: 6 Retail Staff, 2 Concierge Staff, 15 Guest Management Staff to be located in Lobby and Observatory area (see 'Appendix 4 - Retail & Obs Staff' for more details). - An hourly rate of $24 is assumed with 35% override for bonuses, benefits and taxes. Additionally, 10% overtime is assumed -This does NOT include staff needed for Food Venue and Lounge area or staff needed for Events (see Appendix 1, 2 and 3 for more detail) - All Retail/Observatory staff are assumed to be M56 Staff
Security	$6,186,297		- General Security Staff: From 7am to 12am, there will be 2 Site Supervisor, 5 Lobby Guards, 2 Guards on the 100th floor, 2 Guards on the 101st floor, 2 Relief Staff. From 12am to 8am, there will be 1 Site Supervisors and 1 Security guard walking the space. - Scanners: Assumes M56 will have 6 scanner machines in the Lobby area. At peak hours, 10am - 6pm, all 6 scanners will be operational. At non-peak hours (8am - 10am, 6pm - 12am), 3 machines will be operational. Each scanner will be staffed with 3 people and for every 3 machines there will be a relief crew of 3 people. Thus, during peak hours, there will be 24 security staff manning scanners and during non-peak hours, there will be 12 security staff manning the scanners. - After-Hours Lobby Security for the Lounge/Events: Three days a week the Lounge is expected to stay open until 2am. During this time, there will be one scanner operational and the staffing will be as follows: 1 Site Supervisor, 2 Lobby Guards, 3 Security Staff manning 1 Scanner, 2 Elevator Guards and 1 Relief Staff. - All Security staff are assumed to be from a highly qualified third party security company (see 'Appendix 5 - Security Staff' for more detail)

ONE WTC OBSERVATION DECK – PRO FORMA ASSUMPTIONS

	Proposer Assumption (Unit Value)	Proposer Assumption (Percentage Value)	Proposer Description of Assumptions
Cleaning/Janitorial	$1,896,697		- M56 has assumed that all heavy cleaning will be done after hours - M56 has assumed that from 8am-12am, 7 days a week, 3 Porters are on staff for light cleaning and garbage disposal; from 12am - 7am, 7 days a week, there will be 2 Night Cleaner, 2 Marble Cleaners, 2 Window Cleaners, 1 Metal Cleaner; During weeknights, there will also be 1 Supervisor - It is assumed that the cleaning/janitorial costs for the Lounge and Events (but not Food Venue area) is included in individual Lounge and Event SG&A expenses (see Appendix 2 and 3 for more details) - Please see 'Appendix 6 - Janitorial/Cleaning' for more detail
Marketing & Advertising	$3.0 million for yr 1 $2.5 million/yr thereafter		- Advertising cost assumed to be $3 million in yr 1 and $2.5 annually thereafter. There is no growth assumed in this figure after year 2. - The advertising budget is expected to be spent as follows: - $1.5 million for an advertising campaign along the streets (bus stop), the airports, cabs and screens on Times Square; drops to $1 million after year 1 - $1 million for a viral and internet media campaign - $0.5 million for brochures, flyers and advertising - Assumed that there is $0.5 million spent before launch
Maintenance and Repairs	$326,295	$3.50/gsf for Lobby, 100 and 101	- M56 has assumed $1.25/ gross square foot for repair and maintenance reserve and $2.25/gross square foot for interactive display content/technology upkeep - This is only for the Lobby, 100th and 101st floor. The Lounge and Events R&M carried in individual SG&A figures (see Appendix 2 and 3 for more details)
Utilities	$634,761		- The below are utility costs. They exclude Food Venue/Lounge/Event actives unless otherwise indicated: - Electric expense assumed $2.25/gross square foot - $100,000 in waste disposal per annum - $100,000 for water/sewer expense per annum - $750/ton for condenser water and 300 tons per annum is assumed (includes Food Venue, Lounge and Event space) - Food Venue, Lounge and Event utility expense, except for condenser water, carried in their respective SG&A line times (See Appendix 1, 2 and 3 for more detail)
Insurance	$1,700,000		Willis provided a comprehensive quote for insurance. The following types of insurance have been included in the quote: - Property Damage & Business Interruption - Property Damage & Business Interruption due to Terrorism - General Liability, Including Liquor Liability and TRIA - Workers Compensation, including TRIA - Business Auto - Umbrella Liability - Directors & Officers - Network Security
Food Venue SG&A	$4,330,980	32.61%	- Please see 'Appendix 1 -Food Venue Assumptions' for more details
Events/Banquets SG&A	$2,765,565	34.31%	- Please see 'Appendix 2 -Banquet' for more details
Lounge SG&A	$3,385,903	48.37%	- Please see 'Appendix 3 - Lounge Assumptions' for more details
General and Administrative	$7,119,755		- **Non-Staff Expense**: Includes $2.56 million in expense including POS Rentals, Ticket Printing Costs, CCTV System, Fire Alarm Monitoring, Rent for 3,000 sf of space at 1 WTC, Office Supplies/Operations, Telephone/Technology costs, Holiday Decoration Expenses of Observation Deck/Lobby, etc. - **Staff Expense:** Include $4.16 million in general management expense. Includes a General Manager, 4 Operations Managers, a Director of Security, 3 Directors of Marketing, a Director of HR, 6 Guest Management Staff, 2 Engineers, 2 Accountants, 2 Bookkeepers and 4 Assistants. These will all be M56 staff that will be located at 1 WTC. - See 'Appendix 7- G&A' for more details

ONE WTC OBSERVATION DECK – PRO FORMA ASSUMPTIONS

	Proposer Assumption (Unit Value)	Proposer Assumption (Percentage Value)	Proposer Description of Assumptions
Elevators	$1,200,000		- Utilized information provided by Owner and information provided by M56's property management consultants, CBRE. Based on knowledge of Thyssen elevator system used at 1 WTC - This cost is grown by 5% per annum
Other	$695,180	1.00% of Attendance	- Downtown Charitable Contribution
Allocated Building Expenses			
PILOT	$7.50	3.00%	PSF, increasing at 3% annual growth rate
Site Wide Common Area Maintenance	$3.00	3.00%	PSF, increasing at 3% annual growth rate
Business Improvement District (BID)	$0.15	3.00%	PSF, increasing at 3% annual growth rate
Cost of Goods Sold (COGS)	$18,419,025		
Food Venue	$4,840,560	36.45%	- Please see 'Appendix 1 - Food Venue Assumptions' for more details; Includes Food Cost, Beverage Cost, Kitchen Disposables & Supplies and Trucking Expenses
Retail	$6,640,000	40%	- Based on M56's retail COGS in its global operations
Photography	$3,320,000	50%	- The photography business line will be operated by a third party operator. M56, based on its other operations, is assuming it pays the operator a 50% profit share
Audio Tours	NA		See Audio revenue comment
Special Events	$2,334,100	28.96%	- Please see 'Appendix 2 -Banquet' for more details; Includes Food Cost, Beverage Cost, Kitchen Disposables & Supplies and Trucking Expenses
Lounge	$1,284,365	18.35%	- Please see 'Appendix 3 - Lounge Assumptions' for more details; Includes Food Costs and Beverage Costs
Other	$0		- Other Revenue line item is net of costs
Operator Fee	$3,705,598		
Operator Fee (% Cash Flow)	$3,705,598	3.00%	- 3% of Gross Revenues or 6% of Income after expenses but before Rent to Owner
Capital Reserves	$466,135		
Reserves (% Total Revenue)	$466,135	$5.00/ gross square foot	- This is an annual capex and refurbishment reserve - This does not include a FF&E reserve for the Food Venue, Lounge and events area. The FF&E reserve for these business areas is incomed in the invididual business unit SG&A line items (See Appendix 1, 2 and 3 for more detail)
Other			
Concessionaire Fee	$2,592,910		- The Concessionaire Fee is a payment to Marc Murphy and the Gerber Group for operating the Food Venue, Event and Lounge business - 40% of all profits for the Food Venue, Event and Lounge business are paid as a Concessionaire Fee - See 'Appendix 9 - Concessionaire Fee' for more details

8. Technical Proposal

TECHNICAL PROPOSAL

M56 has outlined a 19-month schedule designing, building, and launching One Above. Establishing the newest and most dynamic visitor destination to open in New York in years will require extensive choreography among the Owner, M56, and the development and operations teams. This technical proposal outlines the critical path and key tasks M56 will undertake to plan and construct the venue, develop programming, and develop an operating plan. The following figure provides a month-by-month schedule of when key tasks will be executed. The management plan provides more detail on key staff.

Following lease execution, M56 will undertake the following:

PRE-DEVELOPMENT AND DESIGN

1. Hire construction manager/owner's representative: M56 will immediately hire a locally based construction manager experienced with design and construction of projects within complex development sites. This position will be filled by either a full-time M56 employee or outside consultant.

2. Develop a detailed design and construction schedule: M56 senior staff and the construction manager will work closely with the Owner to develop a detailed construction schedule that coordinates with other base-building and fit-out work. The schedule will create a plan for completing fit out and opening the Observation Deck by the first quarter of 2015.

3. Engage a design/engineering/construction consultant team: M56 intends to continue working with Gensler on the venue design. M56 and Gensler will procure additional engineers, specialty architects, designers and technical construction consultants as necessary to develop the complete design and construction documents.

4. Complete interior design: Gensler will expand and refine the interior design concepts presented in this proposal into full construction documents. This will include the full design for the observation floors. In addition, Gensler will work closely with Gerber Group and Chef Marc Murphy to complete designs for the lounge and event spaces. M56 expects this process to take approximately 6 months.

5. Integrated design and programming planning: M56 presents high-level programming concepts for One Above in this proposal. Senior M56 staff from both the U.S. and European operations will work closely with the interior designers, technology consultants, and historical experts to refine and expand these concepts into detailed programming plans. This work will include:

   - Development of program content (historical exhibits, etc.)
   - Development of interactive technology (mobile apps, interactive exhibits, etc.)

This iterative process will result in a programming plan that is integrated with the venue's design.

This technical proposal outlines the critical path and key tasks M56 will undertake to plan and construct the venue

CONSTRUCTION

6. Secure permits: The quick receipt of all required permits is a critical milestone for commencing construction within a reasonable timeframe to complete the fit-out. The construction manager will work closely with Gensler and the construction team to ensure all required documentation is provided to the City for permits. M56 will need the full cooperation of the Owner to expedite this process.

7. Hire general contractor: The construction manager will oversee a competitive bid process to select a general contractor to oversee all on-site construction activities.

8. Start construction: Achieving the milestone of being fully operational by the first quarter of 2015 will require construction to commence nine months earlier.

Months:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Lease Execution	◆																				
Pre-Development & Design																					
Hire Construction Manager/Project Manager																					
Engage Design/Engineer/Construction Consultant Team																					
Engage Security Consultant																					
Design Observation Areas (100th Floor)																					
Design Lounge/Event Spaces (101st & 102nd Floors)																					
Interactive Content/Space Programming																					
Construction																					
Permitting/Approvals											◆										
Bidding out Construction Contracts																					
Construction																					
Operations																					
Development of Operations Plans by M56																					
Promotion Advertising																					
Outreach Of M56'S +13,200 Global Third-Party Travel Agents																					
Engage Advertising and PR Firms											◆										
Local New York City Outreach																					
Launch of Pre-Launch Media Blitz																					
Staffing - Hiring Additional Staff																					
Controller																					
General Manager												◆									
Directors Marketing																					
Engage Property Manager																					
Director of Security																					
Director of HR																					
Operations Managers																					
Engage Security Provider																					
Engage Cleaning Company																					
Start of Security Staff																					
Start of Cleaning Staff																					
Start of all Other Staff																					
Pre-Launch Event																					
Observation Deck Opening																					◆

KEY

- ◆ MAJOR MILESTONE
- OPERATIONS AND STAFFING
- PRE-DEVELOPMENT & DESIGN
- CONSTRUCTION
- MARKETING

OPERATIONS

9. Develop operating plans: Experienced senior staff from M56's other venues will play a critical role in developing operating plans simultaneous to the design process. This work will include the creation of:

   - A detailed marketing strategy
   - A staffing plan and hiring strategy
   - A security plan
   - A technology plan

10. Global outreach and sales: Almost immediately following lease execution, M56's global sales office will begin outreach to its partners around the world to promote the new Observation Deck. Many group tours are planned years in advance, thus, M56's use of its existing sales structure will enable it to build a pipeline of group sales bookings well in advance of the facility's opening.

11. Hire additional staff: While M56's experienced European professionals will be extensively involved in developing this venue, the establishment of dedicated, full-time staff will be a critical step in launching the operation. M56 will hire the following additional staff to help launch the Observation Deck. Additional information on staff roles is available in the Management Approach section of this proposal.

    - General Manager
    - Director of Security
    - Director of Marketing
    - Director of Human Resources

    In conjunction with adding operations staff, M56 will establish an operational office in Lower Manhattan, ideally at One World Trade Center.

12. Promotional activities: Once fully staffed, the operations team will gear up for the launch with extensive outreach and marketing activities. M56 will begin promoting the facility with its 13,200 global travel agent partners almost immediately following its designation as the developer. Based on our previous experience, more extensive on-the-ground efforts in New York will begin approximately 4-6 months before opening. These activities will include:

    - Engaging local advertising and PR firms
    - Establish relationships with local partners (e.g., City Pass, downtown retailers, etc.)
    - Plan and launch pre-opening media activities

13. Opening: M56 will host a highly publicized pre-launch event prior to the venue's opening in the first quarter of 2015.

9. Management Proposal

MANAGEMENT PLAN

The Montparnasse 56 USA approach for the management of the One World Trade Center Observation Deck is to create an organization aligned with the principles and values of M56 Group, which is, above all, to offer our visitors an unforgettable visit.

We will accomplish this by establishing a well-qualified team of professionals to develop and operate the Observation Deck. For the first year of planning and development, we will rely on senior staff from our renowned international operations, as well as senior management from our current U.S. operations.

Here is how we see the hierarchical structure among the team:

Patrick Abisseror serves as the CEO of the M56 Group. Mr. Abisseror oversees all current operations of the M56 Group as well as the acquisition and development of new venues. He has over 30 years of experience in the tourism industry and has been with M56 since 2002. He will be dedicating 40% of his time to oversee the successful development of the observation deck at One World Trade Center. Once completed and open for business, Patrick will continue to supervise the work of the team assembled in New York and ensure proper integration with our global network of attractions and marketing structures.

Eric J. Deutsch serves as head of U.S. operations for the M56 Group. Mr. Deutsch has overseen the company's expansion into the U.S. market since he began his tenure at the beginning of 2011. Mr. Deutsch has over 20 years of experience in real estate development in New York City. He has managed both large development projects as well as significant ongoing operations at the NYC Economic Development Corporation, the Brooklyn Navy Yard Development Corporation, the Alliance for Downtown New York and the Clarett Group. Mr. Deutsch will continue to use his vast contacts and familiarity with the development process in New York City to ensure a successful launch and ongoing operation of the Observation Deck at One World Trade Center. He will manage all aspects of the development and construction process. This will include serving as the ongoing liaison between M56 and the Owner.

General managers and senior technology staff from M56's operations in Paris and Berlin will be actively involved in all phases of the initial design, construction, and operations planning. They will work closely with Mr. Abisseror and Mr. Deutsch as well as with the designated general manager for the One World Trade Center Observation Deck.

- **Jean-Marc Champrobert,** the General Manager of our Paris observation deck. Mr. Champrobert has 16 years of experience in the tourism industry and has helped oversee the dramatic growth of Tour Montparnasse.
- **Christina Aue,** the General Manager of our Berlin observation deck and revolving restaurant. Ms. Aue has over 20 years of experience in the tourism industry and has overseen the continued growth of our operations in Berlin, the installation of our award-winning ticketing system, and the recent renovation of the venue.
- **Bernd Ziegler,** the IT Manager and Controller of our Berlin operations. Mr. Ziegler has more than 30 years of experience in the tourism industry. He is responsible for supervising the entire IT system, and is expert in the time ticketing system that has allowed us to achieve a record number of visitors in Berlin in 2011. He also supervises the entire accounting system that includes F&B management.
- **General Manager** for the One World Trade Center Observation Deck. M56 is committed to hiring an experienced general manager with expertise in operating and marketing highly visible visitor attractions. The GM will assume overall management responsibilities for the site, including operations, marketing, hiring, and coordination with food and event space partners.

Our management structure is organized into development and operational teams that will closely coordinate. The following paragraphs provide descriptions of key staff positions under each.

DEVELOPMENT

Under the leadership of Eric Deutsch, M56 will begin the process of hiring the New York-based staff to develop and manage the project.

- **Construction Manager/Owners Representative:** M56 will immediately hire an experienced construction professional as we work with Gensler to complete the design and build out of the Observation Deck. This person will be based in New York and have extensive experience in working on complicated and complex projects in New York City. This professional will assist us in the selection of a qualified general contractor or construction management firm to build the job, and coordinate directly with the Owner.
- **Security Consultant:** M56 will retain an appropriately qualified security consultant. This entity will participate in the design, construction and operational planning of the project as well as the selection of a full time security director.

OPERATIONS

An important advantage M56 will bring to the Observation Deck is its access to the resources of our expert staff members at other locations who will devote their knowledge and expertise to the project. In concert with the development process, M56 will establish a world class management and operating team under the direction of a general manager and with substantial guidance from senior staff at our Berlin and Paris venues.

The General Manager will hire the following key members of the management team:

- **Director of Marketing:** To manage the site's multi-faceted and far-reaching marketing program including interaction with our seven overseas offices. The director will be assisted by two associate directors.
- **Security Director:** Responsible for all aspects of the site's safety and security, visitor screening and queuing. The security director, likely a veteran former law enforcement official, with assistance of the property management team, will identify a suitable vendor to carry out the security plan which includes a staff of nearly 100 security-focused employees. The security director will ensure the security plan provides adequate safety for all personnel and visitors to the site.
- **Operations Manager:** To prepare a detailed program that addresses overall security, staffing and guest management; the operations manager will have two assistants plus three other staff members.
- **IT Manager:** M56 will have a sophisticated information technology operation to oversee its award winning ticketing system, planned interactive exhibits, and mobile applications. We will hire an experienced professional and team to ensure these functions support an unmatched customer experience.
- **Controller:** M56 will hire a controller and accounting team to manage all financial tracking and reporting.

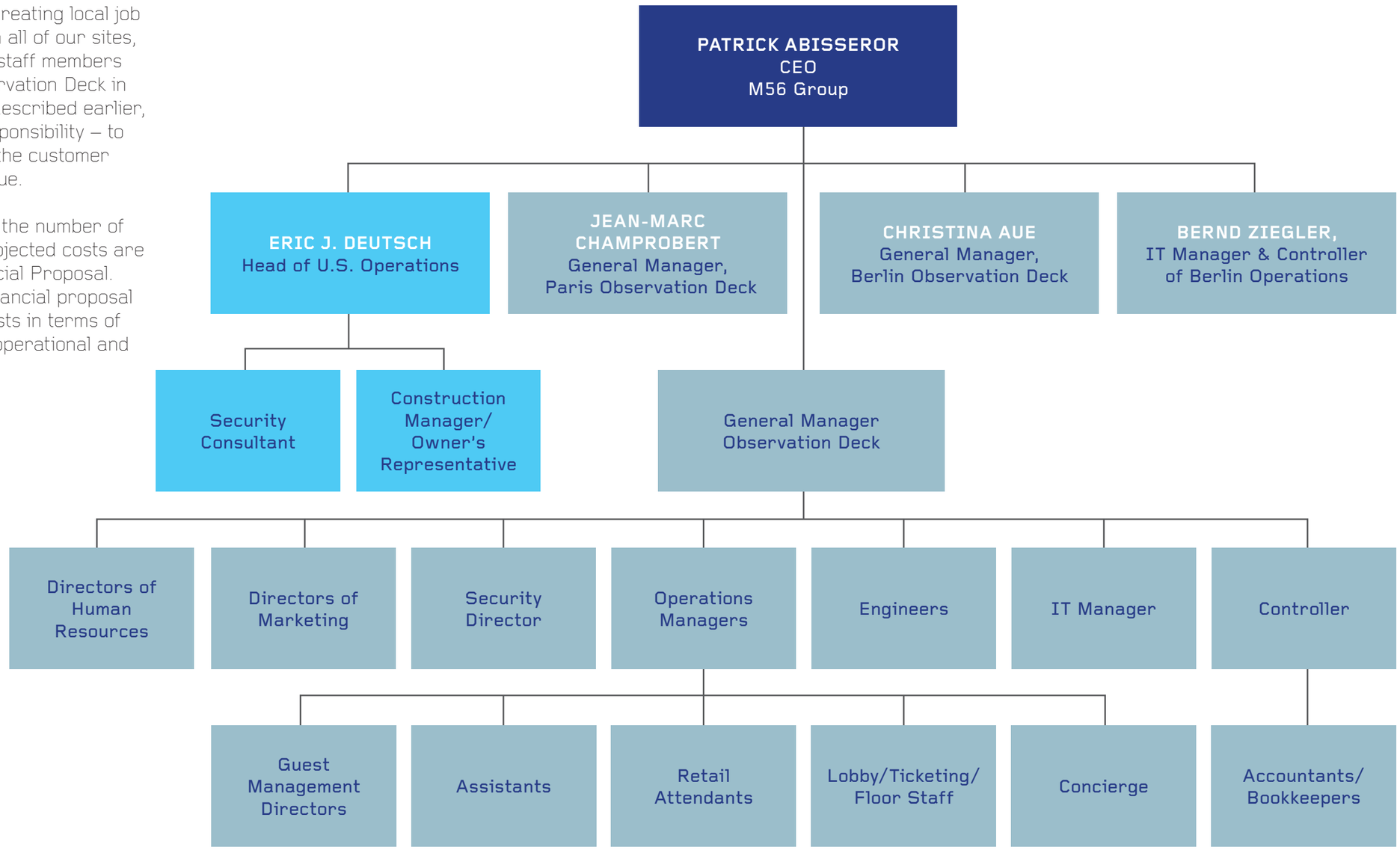
In addition, as the restaurant, lounge, and event spaces are integral to the success of the venue, M56 has brought on New York City lounge and restaurant leaders Gerber Group and Chef Marc Murphy to develop and operate these components.

- **Gerber Group** is known as the most influential nightlife proprietor in the world – encompasses 23 iconic venues internationally under such brands as The Whiskey, Whiskey Blue, Living Room and Stone Rose Lounge. Setting out to provide an innovative nightlife experience, Gerber Group opened its first property, The Whiskey at the Paramount Hotel, in 1991. Since then, the company continues to revolutionize the industry, working to redefine the 'hotel bar' with its unique venues.
- **Chef Marc Murphy,** leads New York City-based Benchmarc Restaurants that operates Landmarc [Tribeca], Landmarc [at the Time Warner Center], Ditch Plains [West Village], Ditch Plains [Upper West Side], Ditch Plains Drop In and Benchmarc Events by Marc Murphy. Benchmarc has established brand recognition with the popularity and exposure of each of its restaurants as well as with Marc Murphy's growing presence in the media as a regular judge on the Food Network's hit show Chopped along with other appearances. Its advantage in the marketplace is its unique approach to executing concepts that are casual, hip and inviting with a good value and are accessible to a wide demographic including business, neighborhood and family diners.

M56 is committed to creating local job opportunities. As with all of our sites, the 250 locally-hired staff members employed at the Observation Deck in addition to positions described earlier, have one primary responsibility – to ensure the quality of the customer experience at the venue.

The detailed plans for the number of personnel and the projected costs are provided in the Financial Proposal. Also detailed in the financial proposal are all of the start costs in terms of personnel and other operational and acquisition costs.

OPERATIONS
DEVELOPMENT



OPERATING PLAN

Four key principles, designed to maximize visitation and revenues, drive M56's operating approach for the Observation Deck: outstanding customer experience, innovative technology, worldwide marketing, and seamless security.

Outstanding Customer Experience

In order to achieve a high-quality experience, our staff's main priorities are to:

- Produce an unforgettable visitor experience with the help of knowledgeable, friendly staff. Guidance and information will be supplied to the visitors by a team of operations staff members spread throughout the site. They will show visitors how best to use the interactive screens, direct them to the viewing areas, and help them use the tour guide technology effectively to create a travel itinerary that ensures a gratifying visit to New York. These on-site staff members will be supervised by an Operations manager.
- Gerber Group and Chef Marc Murphy will create a food experience that is significantly different from the concessions one would find at a typical visitor attraction. The observation level food offerings would be at a price point that is affordable to the broadest consumer market, yet at the same time will present new local popular favorites such as the Big Marc burger, the Ditch Dog, and the Ditch 'Wich.
- Offer a continuously updated attraction. As with each of our sites – two of which completed major renovations within the last year – we plan to regularly review and update the interactive and static displays and technology at the Observation Deck.
- Ensure that the visitor experience is so high quality that it brings repeat visits. Continuous customer satisfaction surveys ensure that we know what visitors think of the site and how the experience can be improved. This is key to ensuring visitor satisfaction, as we know from experienc e at our present sites, where we have a strong track record for attracting repeat customers.

Four key principles, designed to maximize visitation and revenues, drive M56's operating approach for the Observation Deck:

outstanding customer experience, innovative technology, worldwide marketing, and seamless security.

Innovative Technology

The ongoing technological revolution has created new mechanisms for interaction and information sharing through mobile devices, 3-D imagery, social media, etc. M56 is committed to using the most sophisticated technology available to enhance the visitor experience. We will:

- Create a seamless and effortless entry and queuing system. We aim to eliminate unnecessary and cumbersome waiting lines to our visitors. Our award winning ticketing system allows visitors to reserve in advance and to be advised by SMS text message of the exact time they should come to the entrance gate. Visitors will waste no time and can take advantage of other offerings in the area like nearby local shops as they await their designated entry time.
- Utilize technology and marketing to ensure that visitors take maximum advantage of the itinerary planner feature, which will make the Observation Deck the number one place to start a visit in New York. Visitors can plan their trip while admiring the view. The simple, yet sophisticated system will help tourists select an itinerary that meets their needs. Visitors can view their custom itinerary via text or email message.

Worldwide Marketing

Our goal is to ensure that the Observation Deck remains the attraction to see in New York for years to come. We plan to achieve this by using the same approach that has lead to our successes in Paris and Berlin: a global advertising and marketing plan that helps us meet our goals.

We will develop a strategy to target each of the key market sectors:

- **International tour operators**
  To reach tour operators outside the U.S., we will tap all of our resources to fully utilize our international offices. In doing so, we will provide direct access to hundreds of thousands of contacts and clients worldwide.

- **North American tour operators**
  A sales team will promote the One World Trade Center Observation Deck visit to North American tour operators, aiming at both tour groups and individual travelers. The Observation Deck will immediately be included with various New York tour passes and we will create a special Downtown pass to ensure the site is included on every tourist's visit to the area.

- **New York City tourism groups**
  In addition to direct sales via tour operators, we will aggressively pursue all partnerships, sponsorships and special promotions by working with NYC & Co., the Downtown Alliance, and all other local tourism and economic development agencies and groups. We will also aggressively pursue all media outlets geared to travel and tourism and seek to have a presence in relevant features to promote the Observation Deck.

- **Web and social media**
  The public at large will be informed via the web and social media. At the same time, the interactive kiosk within the Observation Deck will allow our clients to share on the spot their experience with their social network. By allowing visitors to leave their recommendations and feedback, they will essentially become our ambassadors, encouraging others to come to the site. This instant content is continuously updated, ensuring that all visitors are pleased with their visit and troubleshooting any potential negative comments as they happen.

Our goal is to ensure that the Observation Deck remains the attraction to see in New York for years to come.

- **Advertising campaign**
  We also plan a significant, multi-faceted advertising campaign with an estimated budget of $500,000 for the year leading up to the opening, $3 million for the first year of operation and $2.5 million per annum therafter. Our advertising program will include an array of traditional, and non-traditional venues and new media platforms.

Our advertising program will include an array of traditional, non-traditional and new media platforms.

Gerber Group and Landmarc/Benchmarc Events have extensive marketing reach that will position the Observation Deck as a place for both visitors to New York, as well as local area residents. To ensure that the Observation Deck lives up to its reputation as the place "to see and be seen" just like their other locations Gerber Group and Landmarc/ Benchmarc Events will utilize their marketing prowess by bringing high-profile events garnering national and international media attention. They will also market the property to building tenants, local businesses and tourists, and leverage their ability to cross-market this exceptional location throughout their venues worldwide. Drawing upon their extensive contacts, relationships and experience, the vendor team will rapidly establish One World Trade Center as a premier event destination.

Drawing upon their extensive contacts, relationships and experience, the vendor team will rapidly establish One World Trade Center as a premier event destination.

Seamless Security

The new World Trade Center complex will be among the most security-sensitive complexes in the world. We will create a 100-percent safe and secure environment for visitors to enjoy the view. To totally accomplish this we will recruit a staff of over 100 security professionals dedicated to monitoring visitor movements throughout their stay and we will install a centralized security system covering the entire area. Screening machines will filter visitors before they enter the premises.

BUSINESS GOALS

On top of providing an outstanding customer experience, we believe our operating plan is designed to maximize total revenues. Entrance revenues will be enhanced by purchases of personalized photos, which will be brought home as a proud souvenir. Visitors will have multiple opportunities to patronize retail stores in both the lobby and on observation floors. Our food and beverage program will cater to diverse tastes and price points, including premium access tickets to the high-end lounge on 102. Events will also be held on 102, ensuring not only substantial additional revenues, but also use of the space by local area residents. Our financial proposal details our generous plan for sharing our success with the Owner.

On top of providing an outstanding customer experience, we believe our operating plan is designed to maximize total revenues.

MONTPARNASSE PROFILE

Montparnasse 56 s.a. (M56) was founded in 1975 when the company opened an observatory and restaurant on the 56th floor at the top of the newly constructed Montparnasse Tower. Montparnasse Tower is situated in the Montparnasse section of Paris' historic Left Bank. Until 2011, Montparnasse Tower was the tallest building in Paris and the city's tallest structure besides the Eiffel Tower. It stood as the Europe's tallest office building until 1990.

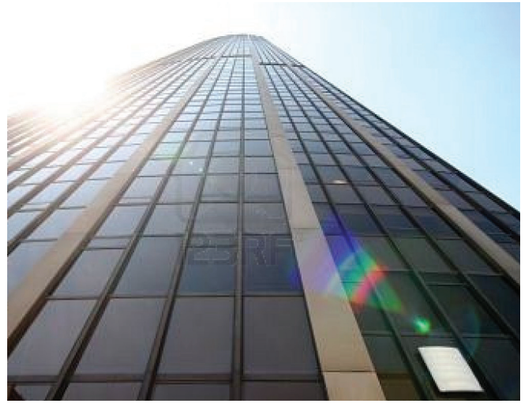
In the year the company was founded, 1975, the observatory and restaurant had been opened by a prominent French businessman, Jacques Borel — an original founder of M56. By 1978, however, because of poor management, these activities were running at a loss and were on the verge of bankruptcy.

Jean-Paul Ferroud and Jean Bernard, and a third partner who is now deceased, took over and rescued the company. M56's commitment was to reimburse 100 percent of the debt, including a long-term loan for the purchase of the 56th floor. This goal was achieved, leading to the successful, long-term redevelopment of the site.

M56 owns the entire 16,000-square-foot 56th floor as a commercial condominium. The 56th floor observatory was renovated in 2005 and is undergoing further renovations in 2012.

Additional improvements to the floor have included "Espace 56" — utilized for more than 100 events annually — along with the "360 Degree Café" and a gift shop. The venue has had a fine-dining restaurant from the outset, today known as "Le Ciel de Paris" (Paris Sky). The popular restaurant is also under renovation and will re-open this spring.

With 870,000 visitors in 2011, the Montparnasse Tower Observation Deck is the largest private attraction in Paris.



From the outset, M56 held a lease for the rooftop that was also utilized for viewing. However, this rooftop also housed a heliport until 2009. After the closure of the heliport — at our urging — and upon renewal of the lease in 2010, M56 modernized the venue in a spectacular way that enhanced the visual experience for visitors. This upgraded space — from which visitors can observe a full, 360-degree view of Paris — was reopened in 2011.

With 870,000 visitors in 2011, the Montparnasse Tower Observation Deck is the largest private attraction in Paris. M56 expects to achieve one million visitors in 2012.

M56 also serves as operator of the observatory and restaurant at one of Europe's most prominent landmarks and Germany's tallest structure, Berliner Fernsehturm (Berlin TV Tower).

The Tower was constructed in the late 1960's by the former German Democratic Republic (East Germany). The Tower – together with the Reichstag and the Brandenburg Gate – is universally recognized as one of the three icons symbolizing the city of Berlin.

After the reunification of Germany, the Tower was privatized and an international competition was conducted to identify an operator for its observatory and restaurant. In 1993, M56 won the competition to serve as operator on the basis of a long-term lease. At the same time, the ownership of the structure was

sold to Deutsch Telekom Group. M56's RFQ submission, the Statement of Qualifications (SOQ) dated November 16, 2011, included a letter of support from the company's specialized subsidiary, Deutsche Funkturm.

Despite constraints associated with limited elevator capacity, this venue attracted a record 1,253,978 visitors in 2011, in part assisted by M56's award-winning and proprietary time ticketing system. Thirty percent of these guests also patronize the tower's bar and restaurant. Due to the iconic nature of the building, M56 has instituted strict security measures.

Until 2002, M56 was managed by its main shareholders, Jean-Paul Ferroud and Jean Bernard. Then, to grow the business and increase revenues, M56 recruited Patrick Abisseror as Chief Executive Officer. An accomplished veteran in the international tourism industry, Patrick expanded the company's global reach by opening sales offices in the UK, Brazil, India and China, in addition to existing offices in France and Germany.

This international expansion has served as the key strategic driver of overseas tourists to our sites. Through this vibrant global network, our firm has successfully forged powerful, ongoing relationships with 13,200 tour operators in countries where we have offices. The positive business impact of these relationships is reflected in the letters of support – included in November 16th SOQ — from several of China's largest tour operators. Demonstrating the success of this approach, in 2011 the Montparnasse Tower received 170,000 visitors from continental China, Hong Kong and Taiwan to our attractions. This is a dramatic increase from 2006 when the Montparnasse Tower received only 3,500 Chinese visitors.

Through this vibrant global network, our firm has successfully forged powerful, ongoing relationships with 13,200 tour operators in countries where we have offices.

Looking to continue the company's expansion, M56 acquired a nature preserve and crocodile zoo – "La Ferme aux Crocodiles" — in southwestern France in 2007. Situated in a 90,000-square-foot greenhouse, the preserve includes 400 crocodiles and giant turtles, as well as 600 exotic plants.

At the time M56 acquired the preserve, the facility was facing serious financial and operational difficulties. M56 implemented a multi-faceted turnaround strategy that soon transformed the struggling venue into a popular and profitable tourist attraction. Improvements included expansion of the facilities to enhance visitor and animal comfort, the addition of new species of large reptiles, and expanding the preserve's institutional relationships with the international scientific community.

Attracting 330,000 visitors annually, the venue is now one of France's largest zoos. The preserve is also recognized and respected for its dedication to biodiversity and to the preservation of endangered species, as reflected in the enclosed letters of support.

Today, Montparnasse 56 Group has 200 employees and eight offices in seven countries on four continents. Our attractions now draw nearly 2.5 million visitors annually, and our sites have experienced a 15-percent increase in visitor growth over the last three years. Each site attracts a return visit rate exceeding the national average. Company revenues have surged 82 percent in the last five years from $19.6 million in 2005 to $35.8 million in 2010.

After three decades of successful operations in Europe, M56 has been pursuing a new and aggressive growth strategy aimed at acquiring and operating exceptional sites around the world — and elevating these sites' potential as world-class destinations. Here in the United States, our company has made New York City the focus of our national strategy because of the city's unparalleled status as an international tourist destination – and because of our proven ability to attract and cater to international tourists.

To set the stage for success in America, M56 has devoted more than two years to developing a solid understanding of the New York market, identifying and nurturing key contacts, and assembling an outstanding and richly qualified team. It is also noteworthy that our company's two principals, Jean-Paul Ferroud and Jean Bernard, were educated in the United States, and both have lived and worked in New York.

ABOUT

Gerber Group – known as the most influential nightlife proprietor in the world – encompasses 23 iconic venues internationally under such brands as The Whiskey, Whiskey Blue, Living Room and Stone Rose Lounge. Setting out to provide an innovative nightlife experience, Gerber Group opened its first property, The Whiskey at the Paramount Hotel, in 1991. Since then, the company continues to revolutionize the industry, working to re-define the 'hotel bar' with its unique venues.

Rande Gerber founded Gerber Group in 1991, in which his brother, Scott, was one of the original investors. Today, Scott Gerber manages the company and its full portfolio of properties.

The extraordinary success of Gerber Group's brands has established the company as a pre-eminent tastemaker, with an uncanny ability to create cool, chic and classic bars with modern glamour. Its properties have also become a top choice of hoteliers who look to the company not only for increased food and beverage revenue, but also for increased occupancy rates. Gerber Group's vision continues to expand with bars and lounges in leading national and international hotels including Starwood Hotels & Resorts, Host Hotels & Resorts, Accor, W Hotels® Worldwide, Sofitel Luxury Hotels, Strategic Hotels & Resorts, Related Companies and Noble Investment Group.

Its complete portfolio of properties includes: Whiskey Park, Whiskey Blue, Living Room, Stone Rose Lounge, Lilium and Stone Rose Bar & Grill in New York, N.Y.; Whiskey Blue and Stone Rose Lounge in Los Angeles, Calif.; The Whiskey Bar & Grill and Whiskey Sky in Chicago, Ill.; Whiskey Park, Whiskey Blue and Living Room in Atlanta, Ga.; Whiskey Blue, Living Room and WET in Fort Lauderdale, Fla.; Stone Rose Lounge in Scottsdale, Ariz.; and Whiskey Blue and Living Room in New Orleans, La. International properties include Whiskey Blue, W Lounge and Red2One in Santiago, Chile.

Gerber Group is positioned to continue their significant growth in the U.S., Europe and South America throughout 2012.

The extraordinary success of Gerber Group's brands has established the company as a pre-eminent tastemaker, with an uncanny ability to create cool, chic and classic bars with modern glamour.

1991
Rande Gerber founded Gerber Group, in which his brother Scott, who now manages the company and its full portfolio of properties, was one of the original investors. The same year, the group opened its first property, The Whiskey, at the Paramount Hotel.

1992
The group continued its success, launching Morgans Bar at the Morgans Hotel in New York City. Expanding to the west coast, Gerber Group also opened The Whiskey Los Angeles at the Sunset Marquis Hotel, followed by the legendary Sky Bar at the Mondrian Hotel in Los Angeles.

1995
Moving beyond nightlife, Gerber Group was approached by Giorgio Armani to restructure and redesign his Armani Cafes, located in Boston, Costa Mesa, Los Angeles and San Francisco.

1997
Whiskey Park opened upon Donald Trump tasking Gerber Group with infusing life into his Trump Parc building, located on Central Park South.

1998
A deal was signed with Starwood Hotels & Resorts as they were in the process of creating a distinctive new hotel brand —

the now renowned W Hotels® Worldwide. The alliance led to the rapid expansion of the Gerber Bars in W Hotels around the country and properties were opened at several W Hotels in New York including Lexington, The Court, The Tuscany, Times Square, and Union Square. Properties were also opened at W Hotels in Los Angeles, Boston, New Orleans, Mexico City and Chicago - at both the City Center and Lakeshore locations.

2001
The Whiskey opened in the Green Valley Ranch Resort in Las Vegas.

2004
Stone Rose Lounge opened in the Time Warner Center in New York.

2006
The second Stone Rose Lounge opened at the Sofitel Los Angeles. Other openings that year included Midnight Rose and The Penthouse in the historic Hotel Reina Victoria, now ME Madrid; The Beachhouse, Rose Bar and Maxim Beach, a partnership with Maxim magazine, all located at ME Cancun and Cherry, a nightclub at Red Rock Resort & Casino in Las Vegas.

2007
Forming a partnership with Strategic Hotels & Resorts, Gerber Group opened the third Stone Rose Lounge at the Fairmont Hotel in Scottsdale, Arizona.

2008
As a result of working with Noble Investment Group, Whiskey Park and Living Room opened at the W Midtown Hotel in Atlanta, Georgia.

2009
Gerber Group opened Whiskey Blue at the W Buckhead in Atlanta, Georgia; Whiskey Blue, Living Room and WET at the W Fort Lauderdale, Florida; Whiskey Blue, Living Room and Red2One at the W Santiago, Chile.

2010
Stone Rose Bar & Grill opened in the Delta Terminal of New York's John F. Kennedy International Airport.

2011
Lilium, a fresh reinterpretation of Gerber Group's iconic principal property, The Whiskey, opened in the W Hotel – Union Square in New York City.

MARC MURPHY, CHEF + OWNER

Ask Chef Marc Murphy where he grew up and he'll fire off a list of cosmopolitan destinations— Milan, Paris, Villefranche, Washington DC, Rome and Genoa to name a few. For some, growing up the son of a globe trotting diplomat might have been stressful, yet for Murphy, this dizzying list of hometowns served as an excellent education in French and Italian cuisine, and afforded him the luxury of learning from a young age just how much he loved the world of cooking and of restaurants.

Since then, Murphy has logged more than 20 years in the restaurant business, working in some of the world's most highly esteemed kitchens, including Le Miraville in Paris, Alain Ducasses' Louis XV in Monte Carlo and Le Cirque in New York. He was also the Executive Chef at Cellar in the Sky at Windows on the World in the World Trade Center, La Fourchette and Chinoiserie. In March 2004, Murphy opened his first shop with Landmarc [Tribeca] and today serves as Chef and Owner of all of the restaurants in the Benchmarc group, which includes

Landmarc [at the Time Warner Center] (opened May 2007), Ditch Plains [West Village] (opened May 2006), Ditch Plains Drop In (opened July 2010) and Ditch Plains [Upper West Side] (opened March 2011).

Murphy has logged more than 20 years in the restaurant business, working in some of the world's most highly esteemed kitchens

Murphy's involvement in the industry moves beyond the restaurants as well, with a regular role as a judge on the Food Network's weekly hit, Chopped, as well as appearances on Iron Chef America, Hot Chefs, The Martha Stewart Show, Make My Day, The Best Thing I Ever Ate, The Best Thing I Ever Made, The Rachael Ray Show, Unique Eats and The Today Show among others. He is the Vice President of the Manhattan chapter of the New York State Restaurant Association, is a board member of City Harvest, as well as a member of their food council and is on the advisory boards of Culintro, Passport NYC at the 92nd Street Y and the Institute of Culinary Education. Murphy is also the official spokesperson and a member of the prestigious Leadership Council for Share Our Strength's No Kid Hungry campaign.

BENCHMARC RESTAURANTS BY MARC MURPHY

Led by restaurateur and chef Marc Murphy, Benchmarc Restaurants by Marc Murphy is a New York City-based restaurant group currently managing Landmarc [Tribeca], Landmarc [at the Time Warner Center], Ditch Plains [West Village], Ditch Plains [Upper West Side], Ditch Plains Drop In and Benchmarc Events by Marc Murphy.

Benchmarc Restaurants has established brand recognition with the popularity and exposure of each of its restaurants as well as with Marc Murphy's growing presence in the media. Our advantage in the marketplace is our unique approach to creating concepts that are casual, hip and inviting with a good value and that are accessible to a wide demographic including business, neighborhood and family diners.

An operations company built for growth, we have created a model with an effective leadership team. Benchmarc Restaurants has strong cost control operations in place, including state of the art inventory control software. We can leverage all of these assets to effectively conceptualize, create, deliver and service a new venture. Our scope of work includes providing the following management services for our businesses: food and beverage operations, human resources, accounting, centralized delivery, public relations, architecture, design and event sales.

Furthermore, Marc Murphy has a vested interest in the restaurant industry and has forged strong relationships with local community boards. Our social awareness combined with our contributions to the community through job opportunities and support of charities and organizations such as City Harvest, the New York Restaurant Association and the New York City Nightlife Association make us a valuable asset to any neighborhood.

MISSION STATEMENT

The founding concept behind Benchmarc Restaurants by Marc Murphy, the burgeoning restaurant group led by restaurateur and Chef Marc Murphy is simple: to create accessible yet unique eateries that focus on creating a community for its diners and staff while thriving in the breakneck world of New York City restaurants. With strong roots in each of the neighborhoods they inhabit, the restaurants in the Benchmarc group are each intimate and warm in feel with cuisine that reflects all that Chef Murphy loved to cook and eat during his eclectic upbringing throughout Europe and the U.S., whether serving rustic French and Italian fare at Landmarc or ditch dogs and lobster rolls at Ditch Plains, each restaurant is passionately committed to exceptional food and superlative friendly service that moves well beyond its customers' expectations.

RESTAURANTS

Landmarc [Tribeca]
179 West Broadway
New York, NY 10013
Opened March 2004

Ditch Plains [West Village]
29 Bedford Street
New York, NY 10014
Opened May 2006

Landmarc [Time Warner Center]
10 Columbus Circle 3rd floor
New York, NY 10019
Opened May 2007

Ditch Plains Drop In Pier One
at Brooklyn Bridge Park
Brooklyn, NY 11201
Opened July 2010

Ditch Plains [Upper West Side]
100 West 82nd Street
New York, NY 10024
Opened march 2011

Create accessible yet unique eateries that focus on creating a community for its diners and staff while thriving in the breakneck world of New York City restaurants.

COMPANIES:

Benchmarc Restaurants
by Marc Murphy
Benchmarc Events by
Marc Murphy

THE PARTNERSHIP

After years of operating in the same iconic Time Warner Center in New York City, Scott Gerber, Owner of Gerber Group and Marc Murphy, Chef and Owner of Benchmarc Restaurants by Marc Murphy and Benchmarc Events by Marc Murphy forged a partnership for Murphy to provide the food at Stone Rose Lounge at Time Warner Center. Gerber and Murphy are now bringing their operating expertise to present a concession, lounge and events space at One World Trade Center.

Having operated in NYC for a combined 40-years, Gerber and Murphy have an established adoration from local residents and visitors alike, offering accessible venues devoted to the highest quality in food, beverage, service and coordination.

They envision sharing this classic New York experience with the visitors of One World Trade Center.

THE CONCESSION

Through his relationship with the Brooklyn Bridge Park Conservancy operating Ditch Plains Drop In at Pier One, Murphy is no stranger to the needs of bustling New York City crowds. The concession at One WTC will offer an accessible menu of snacks, salads, sandwiches, novelties and signature dishes at prices visitors can afford all of the time.

THE LOUNGE

Gerber's vision is to design a lounge that will at once resonate with NYC locals, tenants of the building and visitors to residents.

Thanks to Gerber, the Financial District will become the next most talked about Manhattan neighborhood. This lounge will serve as the new daytime and nightlife destination for all occasions while embodying that classic New York vibe, making it the place to see and be seen for visitors and locals alike.

...the Financial District will become the next most talked about Manhattan neighborhood...

THE EVENTS

Gerber and Murphy look forward to uniquely crafting events at One WTC. By marketing this property to tenants of the building, local businesses and tourists and leveraging their ability to further cross market this exceptional location throughout their properties worldwide, Gerber and Murphy will surely create a buzz about hosting events at One WTC. In addition to programming high profile events from their existing client base that will garner national and international press, this flexible events space will accommodate the full spectrum of event styles, whether hosting a rehearsal dinner, wedding or corporate event or hosting movie premiere parties, fashion house fetes and the Tribeca Film Festival. Gerber and Murphy will draw upon their extensive contacts, relationships and experience to establish One WTC as the premier events destination.

HOURS OF OPERATION

Concession:
9am – 10pm, 7 days

Lounge:
11am – 2am, 7 days

Gerber and Murphy will draw upon their extensive contacts, relationships in entertainment, business, fashion, and sports as well as experience to establish One WTC as the premier events destination.

Gensler is a global architecture, design, and planning firm with 40 locations and more than 3,000 professionals in Asia, UK, the Middle East, and the Americas. The firm has more than 2,200 active clients in virtually every industry and delivers projects as large as a city and as small as a task light for an individual's desk.

The basic component of Gensler's organization is the design studio, which functions as an independent unit of 20 to 40 professionals.

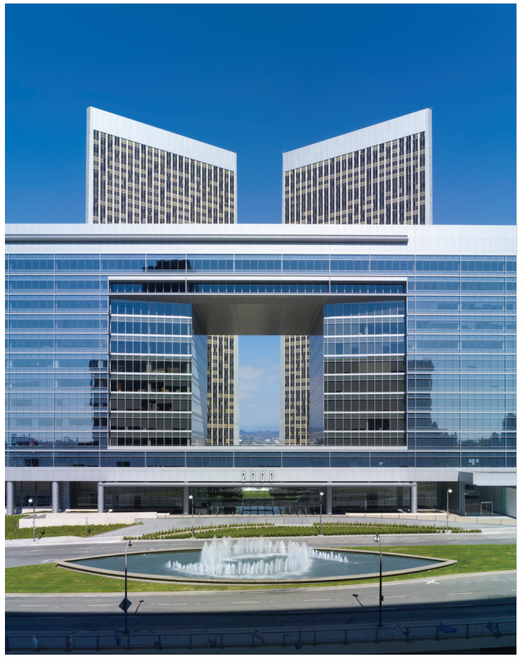
INTEGRATING BRAND INTO THE GUEST EXPERIENCE

Gensler provides comprehensive design and brand development for our clients in order to create a fully integrated guest experience. We develop engaging experiences via a holistic approach of brand strategy, naming and identity design, graphic communications, environmental design, and signage and wayfinding programs. We take projects from positioning and concept development through to implementation to ensure the original design intent is maintained. We are adept managers and implementors, making sure that all needs and ideas are realized cost effectively, with integrity and quality.

Every possible point of contact is an opportunity to make a guest connection and create a positive impression for the brand, which creates brand affinity and eventually, brand loyalty. It is important, therefore, to establish a vision that considers the full range of touchpoints throughout the guest journey.

At Gensler, we understand that it is crucial to not only meet, but exceed, user expectations. Our goal is to create a system of experiential components that are interesting, engaging, and dynamic enough to provide an enriched brand experience that encourages people to revisit time after time. We seek to satisfy them, but to also leave them wanting more.

Gensler is an expert in the integration of brands within built environments, ensuring an optimal guest experience every step of the way.



PATRICK ABISSEROR

CEO, Montparnasse 56 Group
Secretary, Montparnasse 56 USA LLC

Work experience

30 years of tourism experience, over 20 years of which was in hotels and restaurants. CEO of Montparnasse 56 Group since 2002.

1990 – 2002
General Manager of FIAPAD SA (Hotels)
1983 – 2001
Assistant of the Mayor in charge of the finance (town of 20,000 people)
1981 – 1990
Director of JAL Association (reception, youth tourism, formation)

Education

Paris Sorbonne, Degree in History

Projects and references

- In 1997, organized the World Young Tourism Conference with 750 attendees to facilitate worldwide travel and exchange for the youth worldwide
- Member of the National Council for Tourism
- Member of the Montparnasse Tower building Committee, which represents a condominium of 280 owners. He also serves as president of the Communications Committee and president of the strategy committee.
- Member of the board of directors of the National Syndicate for Attractions and Leisure and Cultural Spaces (SNELAC), a professionals and employers' association that promotes tourism and leisure sites

40% of his time will be dedicated to this project

ERIC DEUTSCH

Vice President - Montparnasse 56 USA LLC since January, 2011

Work experience

Seasoned real estate and economic development executive with more than 20 years experience

Former positions:

- Managing Director
  The Clarett Group
- President
  Alliance for Downtown New York
- President and CEO
  Brooklyn Navy Yard Development Corporation
- Senior Vice President
  New York City Economic Development Corporation
- Executive Director
  New York City Industrial Development Agency
- Executive Director
  Group of 35
- Manager
  KPMG Real Estate and Hospitality Practice
- Assistant Vice President
  Real Estate Board of New York

Education

Columbia University
Graduate School of Architecture, Planning & Preservation
M.S. Real Estate Development

George Washington University
Columbian College of Arts and Sciences
B.A. Political Science

85% of his time will be dedicated to this project

JEAN-MARC CHAMPROBERT

Sales Manager
Montparnasse 56 Group

Work experience

16 years professional experience.
Sales Manager at Montparnasse 56 Group since 2003

1992 – 2003:
Sales group Manager at
Flunch Restaurants

Education

Master's degree in administration and business management (IFOCOP RUNGIS)
Law degree

Projects and references

- Define the objectives and the trade policy in order to maximize revenues
- Determine business targets and market priorities
- Opened each of our sales offices in Hong-Kong, New Delhi, London and Sao Paulo; through his efforts, total sales from tour groups increased three-fold

25% of his time will be dedicated to this project

CHRISTINA AUE

Work experience

20 years of professional experience in tourism. Managing Director of the Berlin Tower since July, 2007

2002 – 2007:
General Manager of the Cecilienhof Hotel in Potsdam
2001 – 2002:
General Manager of the Stuttgarter Hof Hotel in Berlin
1991 – 2001:
General Manager of the Ambassador Hotel in Berlin

Education

Language studies
(Diploma of State)

Projects and references

- Member, Management Committee World Federation of Great Towers

25% of her time will be dedicated to this project

BERND ZIEGLER

Work experience

30 years of professional experience in tourism. IT Manager and Controller of the Berlin Tower since January 2008

2002 – 2007:
Assistant to the General Manager of the Cecilienhof Hotel in Potsdam
2001 – 2002:
Assistant to the General Manager of the Stuttgarter Hof Hotel in Berlin
1992 – 2001:
Chef and IT Manager of the Hotel Ambassador in Berlin
1991 – 1992:
Consultant at CCS Clinic Catering Service
1987 – 1990:
Chef at Hotel Ambassador in Berlin
1984 – 1987:
Souschef in "Conti Fischstuben" at the Hotel Ambassador in Berlin

Education

General Certificate of Secondary Education
Master Diploma for cooking

Projects and references

Supervises the whole IT System at the tower and controlling all purchases, contracts, financial statements, financial results, budgeting, supervising the accountability system including F&B Management

25% of his time will be dedicated to this project

9C SPECIFIC QUALIFICATIONS AND EXPERIENCE OF PROPOSER'S STAFF

In addition to M56, below please find names of additional service providers:

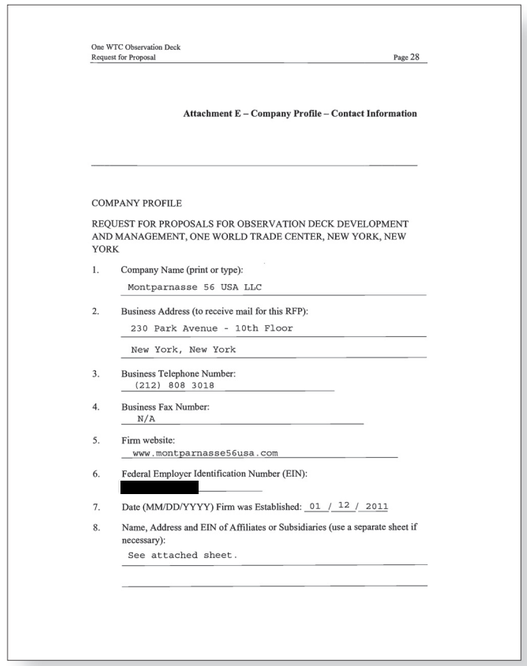
OPERATING TEAM (in addition to Montparnasse 56 USA LLC):	
Observation Deck	Montparnasse 56 USA LLC, a member of the Montparnasse Group
F&B and Events	Gerber Group: Scott Gerber Landmarc Restaurants: Marc Murphy
CONCEPT TEAM	
Architect	Gensler: Robin Klehr Avia John Bricker Michael Gatti Matthew Calkins
Technology provider	Local Projects: Jake Barton
CONTENT TEAM	
Historical curators	Geoffrey C. Ward Writer/historian Kevin Baker Historical novelist
Photo-historian	Gail Buckland Cooper Union
Institutional historical partners	New Jersey Historical Society Brooklyn Historical Society
Media partner	Time Out New York

TECHNICAL TEAM	
MEP	Robert Derector Associates: Robert Derector Marc W. Feldman, PE, LEED AP ID+C
Structural engineer	WSP Cantor Seinuk: Yoram Eilon
Kitchen Consultant	Sam Tell Jerry C. Kouveras
Construction	Plaza Construction: Richard Wood
ADDITIONAL CONSULTANTS	
Legal	Cleary Gottlieb Steen & Hamilton LLP: Steven Wilner Jordan Solomon
Market study/competitive analysis	HR&A Advisors: Kate Coburn
Property management	CBRE: Paul Allegretti Niall Freeman
Event production/consultant	Auster Agency: Karen Auster
Tourism consultant	Tourism Solutions: Daniel Thomas
Financial planning	Atalanta Advisors: Annu Chopra
Accounting	Holtz Rubenstein Reminick: John Basile
Insurance consultant	Willis: Brian Acrish
Public relations	The Marino Organization: Frank Marino

9D PROFILE OF THE PROPOSING TEAM
ATTACHMENT E

To be fully responsive to the RFP— and to ensure that this document keeps within its prescribed 60-page limit— M56 wishes to provide as complete a presentation as possible of our Business Concept, Business Plan, Financial Proposal, Technical Proposal and Management Proposal. We are thus here providing a copy of M56's Attachment E, Gerber Group and Gensler's acknowledgments, List of Proposer's Affiliates and letters of reference from the mayors of Paris and Berlin. The complete Profile of Proposing Team can be found in Appendix A.

Original documentation and signatures can be found in the "Original" Appendix.



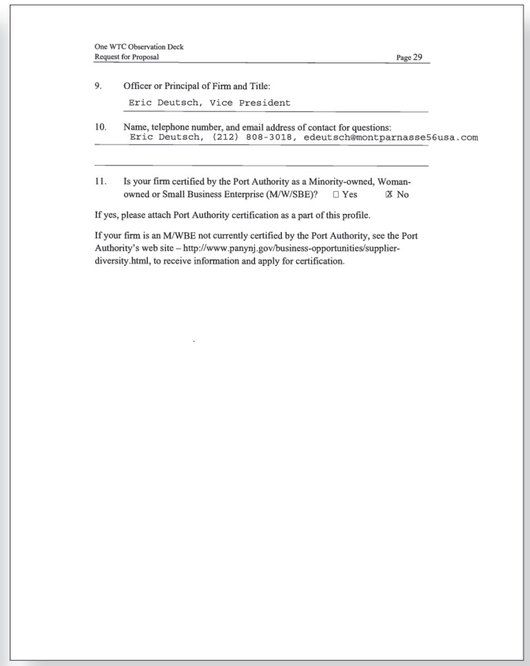
One WTC Observation Deck
Request for Proposal Page 28

Attachment E – Company Profile – Contact Information

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR OBSERVATION DECK DEVELOPMENT AND MANAGEMENT, ONE WORLD TRADE CENTER, NEW YORK, NEW YORK

1. Company Name (print or type):
   Montparnasse 56 USA LLC
2. Business Address (to receive mail for this RFP):
   230 Park Avenue - 10th Floor
   New York, New York
3. Business Telephone Number:
   (212) 808 3018
4. Business Fax Number:
   N/A
5. Firm website:
   www.montparnasse56usa.com
6. Federal Employer Identification Number (EIN):
   [redacted]
7. Date (MM/DD/YYYY) Firm was Established: 01 / 12 / 2011
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   See attached sheet.

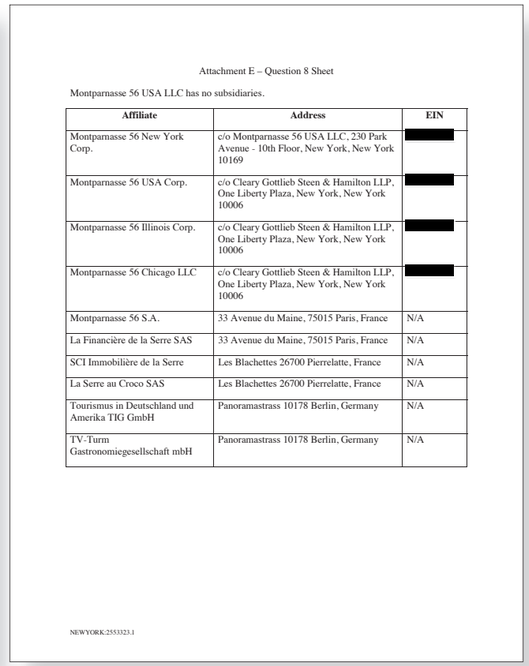


One WTC Observation Deck
Request for Proposal Page 29

9. Officer or Principal of Firm and Title:
   Eric Deutsch, Vice President
10. Name, telephone number, and email address of contact for questions:
    Eric Deutsch, (212) 808-3018, edeutsch@montparnasse56usa.com
11. Is your firm certified by the Port Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? ☐ Yes ☒ No

If yes, please attach Port Authority certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority's web site – http://www.panynj.gov/business-opportunities/supplier-diversity.html, to receive information and apply for certification.



Attachment E – Question 8 Sheet

Montparnasse 56 USA LLC has no subsidiaries.

Affiliate	Address	EIN
Montparnasse 56 New York Corp.	c/o Montparnasse 56 USA LLC, 230 Park Avenue - 10th Floor, New York, New York 10169	[redacted]
Montparnasse 56 USA Corp.	c/o Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006	[redacted]
Montparnasse 56 Illinois Corp.	c/o Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006	[redacted]
Montparnasse 56 Chicago LLC	c/o Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006	[redacted]
Montparnasse 56 S.A.	33 Avenue du Maine, 75015 Paris, France	N/A
La Financière de la Serre SAS	33 Avenue du Maine, 75015 Paris, France	N/A
SCI Immobilière de la Serre	Les Blachettes 26700 Pierrelatte, France	N/A
La Serre au Croco SAS	Les Blachettes 26700 Pierrelatte, France	N/A
Tourismus in Deutschland und Amerika TIG GmbH	Panoramastrass 10178 Berlin, Germany	N/A
TV-Turm Gastronomiegesellschaft mbH	Panoramastrass 10178 Berlin, Germany	N/A

NEWYORK:2553323.1

ACKNOWLEDGEMENT

"I Joseph Brancato, Managing Principal of Gensler Architecture, Design and Planning, P.C. ("[COMPANY]"), hereby acknowledge and confirm awareness of, and agreement to, Gensler Architecture, Design and Planning, P.C.'s participation and role on Montparnasse 56 USA LLC's team with respect to providing Interior Design Services in connection with the Observation Deck Project at One World Trade Center.

By: [signature]

Name: JOSEPH BRANCATO

Title: MANAGING PRINCIPAL

Date: 5/3/12

NEWYORK:2551673.2

ACKNOWLEDGEMENT

"I , Scott Gerber, Manager of After Midnight Company, LLC d/b/a Gerber Group ("GG"), hereby acknowledge and confirm awareness of, and agreement to, GG's participation and role on Montparnasse 56 USA LLC's team with respect to providing Food and Beverage Services in connection with the Observation Deck Project at One World Trade Center.

By: [signature]

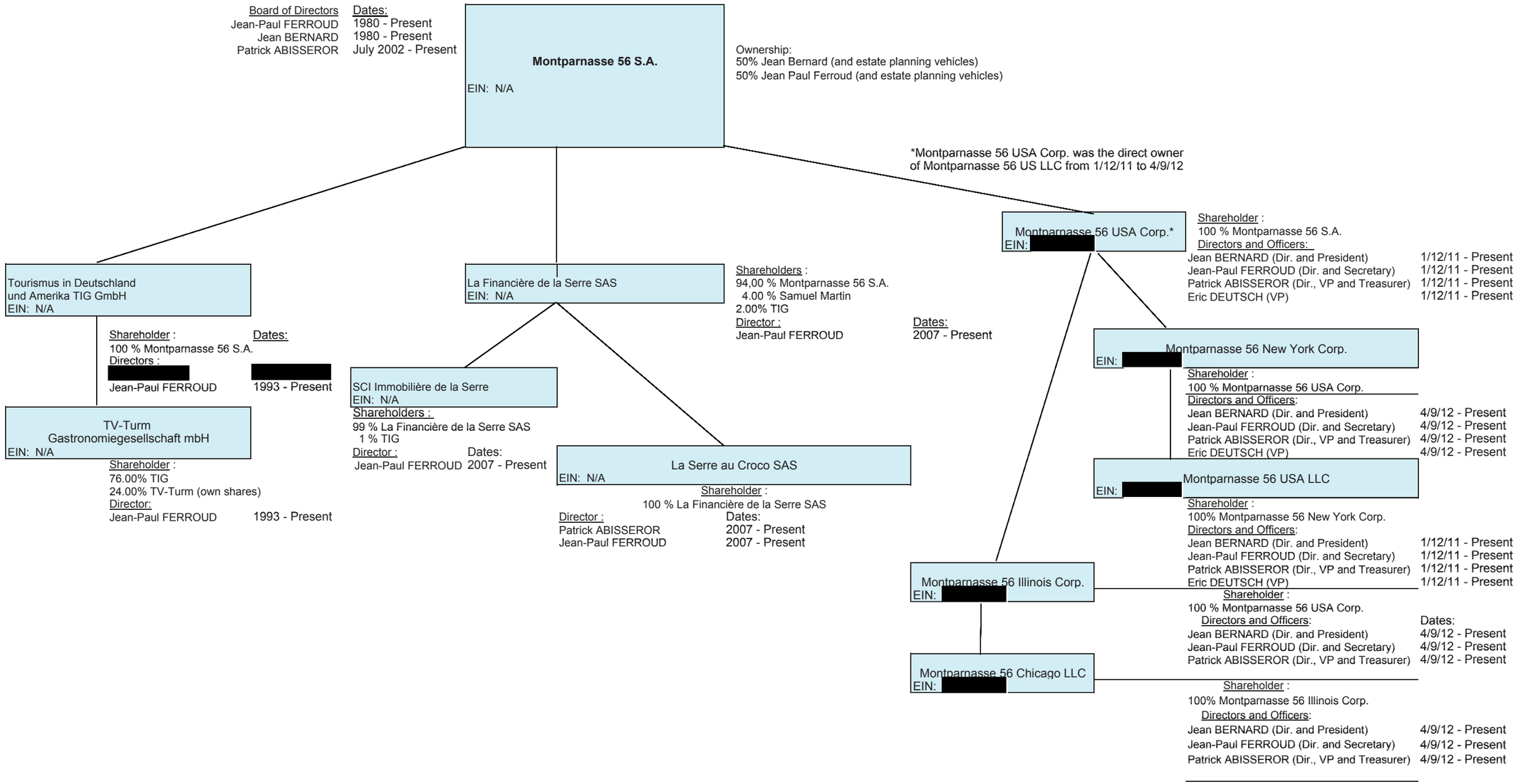
Name: Scott Gerber

Title: Manager

Date: 5/3/12

NEWYORK:2551673.1

MONTPARNASSE 56 GROUP



Der Regierende Bürgermeister von Berlin

Berlin

Der Regierende Bürgermeister von Berlin
Senatskanzlei – Jüdenstraße 1, 10178 Berlin (Postanschrift)

WTC Tower 1 LLC
c/o The Durst Organization
1 Bryant Park
USA – New York NY 10036

GeschZ. (bei Antwort bitte angeben)
III B 4
Bearbeiter(in)
Frau Bloß
Dienstgebäude: Berlin-Mitte
Berliner Rathaus, 10178 Berlin
Eingang: Rathausstraße
Zimmer
☎ (Durchwahl): (0 30) **90 26-2324**
Zentrale (0 30) 90 26-0
Intern: (926)2324
Fax (Durchwahl): (0 30) **90 26-**
Zentrale: (0 30) 90 26-2013
Internet: http://www.berlin.de/rbmskzl
e-mail:

Datum **Januar 2012**

Ladies and gentlemen,

I have been informed that a bidding process for the operation of the observation platform and the restaurant at the new World Trade Center (Freedom Tower) is currently under way. "TV Turm Alexanderplatz Gastronomiegesellschaft mbH" is a subsidiary of Montparnasse 56 SA, one of the bidders, and operates the television tower located in direct proximity to the Berlin Town Hall.

Almost 1.2 million visitors a year from Germany and abroad take advantage of the tower's observation platform, which is Berlin's highest, to enjoy its view of the entire city and to see sights like Brandenburg Gate, the Victory Column, and Museum Island from above.

In 2007 an advanced visitor management system was introduced and ensures smooth visitor flow each day. While maintaining normal operations, all visitor areas are currently undergoing comprehensive renovations to improve comfort and security. All of this construction is being conducted in compliance with regulations on the protection of historic monuments. In addition to the visitors' terrace, the restaurant offers a lovely setting to relax and enjoy modern interpretations of regional cuisine.

This operator's professional management has helped to make the television tower itself one of Berlin's landmarks. In the context of official visits by guests of state, I have had many opportunities to witness its smooth operation even while accommodating special protocol considerations.

Yours sincerely,

Klaus Wowereit

Der Regierende Bürgermeister,
Senatskanzlei, Jüdenstraße 1,
10178 Berlin

Verkehrsverbindungen:
U- und S-Bahn Alexanderplatz,
Regionalbahn, Tram M 2, M 5, M 6,
Autobus M 48, 100, 200, 248, TXL

Besuchszeiten der Bürgerberatung:
Mo/Di/Fr 9.00 - 12.00 Uhr,
Do 16.00 - 18.00 Uhr
Sprechzeiten telefonisch:
Mo – Mi 9.00 – 15.00 Uhr
Do 9.00 – 18.00 Uhr
Fr 9.00 – 14.00 Uhr

Le Maire de Paris

Paris, le 23 MARS 2012

Dear Sir,

I have been informed of the candidacy submitted by Montparnasse 56 in response to the call for tender for the management of the observation deck and restaurant of 'One World Trade Center' in New York. I am therefore writing to support the candidacy of Montparnasse 56 and their American team who offer the savoir-faire to make the observation deck a unique place which not only proposes a magnificent view but also harnesses New York's history to celebrate the city's diversity and modernity.

The Montparnasse 56 company have successfully run the 56th floor of the Montparnasse Tower and its terrace since 1974, thanks notably to their commercial presence in London, Berlin, New Delhi, Sao Paulo and Hong Kong.

The Montparnasse Tower is an exceptional venue to discover the capital's unique panorama and all its monuments. The determination of Montparnasse 56 to make it more than simply a panoramic viewpoint by featuring interactive activities or exhibitions allows visitors to enjoy a cultural dimension highlighting the rich diversity on offer in Paris.

The venue is among the 10 most visited sites in Paris and 80% of its visitors come from abroad, compared to the average of 60%. In total, some 900 000 visitors enjoy the Montparnasse Tower's panorama.

'Montparnasse 56' has actively contributed to Paris' international standing by participating for many years in promotional events held by the Office of Tourism and Congresses of Paris, particularly in faraway markets like China, Russia, India and Brazil. In 2011, Paris welcomed some 700-800 000 Chinese visitors, adding significantly to the city's total visitor numbers. 'Montparnasse 56' is among the tourist sites which benefitted from this new clientele by creating partnerships with Chinese tour operators.

'Montparnasse 56' is also media-savvy and knows how to be visible at key moments with initiatives such as publicity campaigns in the Paris Metro.

I am confident that 'Montparnasse 56' is more than capable of successfully managing the observation deck of One World Trade Centre in New York.

Yours sincerely,

Bertrand DELANOË

Monsieur Pat FOYE
Executive Director of the Port Authority
of New York and New Jersey
WTC Tower 1 LLC
c/o The Durst Organizatio
1 Bryant Park
USA – New York NY 10036

10. Legal Proceedings

Montparnasse 56 is not currently, and has not been for the past five (5) years, a party to any pending legal, administrative or arbitration proceeding. There have been no actions related to any procurement or any contract that have been concluded adversely to the company.

Originals of the signed documents at right can be found in the Original RFQ submission.

MONTPARNASSE 56

MONTPARNASSE 56

TOUR MONTPARNASSE

CABINET F.- M. RICHARD & ASSOCIES
Monsieur Gérard Chabrol
Certified Public Accountant
1 PLACE D'ESTIENNE D'ORVES
75009 PARIS

Paris, November 16th, 2011

Certified Statement

As CEO I herewith certify that the company Montparnasse 56 and its subsidiaries have never ever had any disagreements or legal dispute with any client, provider, employee or any other third.

This certified statement is provided within the scope of the RFP for the management of the observation deck of the ONE WORLD TRADE CENTER in New York City.

Patrick ABISSEROR
CEO

F.-M. RICHARD & ASSOCIÉS
SOCIÉTÉ D'EXPERTISE COMPTABLE COMMISSAIRE AUX COMPTES

Auditor's certification

To the attention of the Chairman of the Supervisory Board

As auditors of the Montparnasse 56 firm and to answer your demand, we checked the attached document.

This document presented to our control has been issued by the management of Montparnasse 56. It is within our responsibility to certify all information included in the attached document.

Our mission, which does not consist in either an audit or a limited review, was performed according to our professional standards, applicable in France.

Our work consisted in the control of the procedure implemented by the company management in order to confirm that Montparnasse 56 and its subsidiaries have, up to now, no dispute or litigation with any client, provider, staff member or any third party.

Based on our controls, we have no additional or complementary comment about the information mentioned in the attached documents.

Paris, November 16, 2011

The auditors

F.-M. RICHARD & Associés

A member of DFK International

Gérard Chabrol

Exhibit E

MONTPARNASSE
56
USA

Request for Qualifications

for

Development Services

and for an

Operator/Manager

of the

One World Trade Center Observation Deck

The World Trade Center

New York, New York

Issued by: WTC Tower 1 LLC

Issuance Date: October 25,2011

Project Description

OBJECTIVE

WTC Tower 1 LLC* ("Owner"), seeks to pre-qualify experienced entities to assist in the development, operation and management of the new Observation Deck atop One World Trade Center. The entity selected will assist in the Observation Deck's concept and design development and, after construction, will operate and manage the facility, including developing and implementing special programming. At the Request for Proposal stage, entities may propose either with a plan to subsequently select a third party creative and design team and the management of that team or, alternatively, may elect to propose with an existing in-house team of designers, architects, engineers, and other consultants to complete the creative and design services.

The goals of the Observation Deck are to:

i) optimize return on investment;

ii) engage the visitor;

iii) contain creative programming and exhibits;

iv) be compatible with the Class 'A' commercial nature of the building; and

v) respect the other World Trade Center site's cultural and historical elements.

Respondents to this Request for Qualifications must submit a Statement of Qualifications (SOQ) as outlined below. Only those entities selected by the Owner as being best qualified shall be issued a Request for Proposals (RFP). The RFP shall outline specific proposal requirements and additional project information.

All design and construction will be executed in full coordination with the Owner's design and construction team. All design and construction shall comply with all applicable codes and standards and shall be subject to the review and approval of WTC Tower 1 LLC

* In 2011, the Port Authority of New York and New Jersey and the Durst Organization entered into a joint venture known as Tower 1 Joint Venture LLC to develop, lease and operate One World Trade Center. WTC Tower 1 LLC, the net lessee of One World Trade Center, is indirectly owned by the joint venture.

BACKGROUND

One World Trade Center, the tallest building at the redeveloped World Trade Center site, will be 104 stories high and include approximately three million square feet of office space on 71 floors, a public lobby with 50-foot ceilings, a wide array of retail, and a sky-level Observation Deck. World class in stature, One World Trade Center will provide an internationally recognized, high profile viewing destination. Located on the 100th through 102nd floors, the Observation Deck will offer dramatic, 360-degree panoramic multistate views of New York City, New York Harbor including the Statue of Liberty and Ellis Island, the Brooklyn Bridge, the Hudson and East River waterfronts as well as views of the World Trade Center Memorial. Featuring approximately 85,000 total square feet, the Observation Deck is positioned to be one of the best-located and most well known viewing attractions in the world. (see floor layouts in Attachment A)

Lower Manhattan is transforming from an established business community to one that includes an emerging residential neighborhood with significant tourism that will sustain a significant volume of commercial activity for an observation deck on a long-term basis. Additionally, the World Trade Center site and the National September 11th Museum and Memorial are anticipated to generate a significant volume of tourist traffic.

SITE DESCRIPTION

One World Trade Center is located on the northwest corner of the restored 16-acre World Trade Center site. Designed by the acclaimed architectural firm of Skidmore, Owings & Merrill, the tower will renew the prestigious skyline of Lower Manhattan and incorporate approximately three million rentable square feet of commercial office space with an antenna mast rising to an iconic height of 1,776 feet.

One World Trade Center will provide considerable building amenities and will feature direct access to world-class retail at the site and local and regional transit below-grade. The building will offer state-of-the-art features which will set new industry standards in terms of life safety and security. Designed in accordance with the site's guidelines for energy efficient design, the building will achieve distinction as a top-tier model of environmental sustainability and with anticipation of being LEED certified.

As the first office tower to rise on the World Trade Center site, One World Trade Center will recapture the New York skyline, reassert Lower Manhattan's preeminence as a business center and establish a new civic and design landmark. Indeed, it is well along the way to achieving this with the recent commitment of Condé Nast to lease approximately one third of the building. One World Trade Center is certain to become an icon for New York City and the nation.

OBSERVATION DECK PREMISES – 100th - 102nd FLOORS

A distinctive element of One World Trade Center will be the three-level indoor Observation Deck located on the building's top-most occupied floors. The

Observation Deck will offer unprecedented 360-degree views of New York City and the surrounding region, serving as a premier viewing destination and as a center for events. Similar observation deck programs have proven to be extremely popular and successful businesses in New York, including the Top of the Rock facility at Rockefeller Center and the Observatory at the Empire State Building. Current estimates anticipate in excess of five million visitors to the World Trade Center site annually upon completion (there were over nine million visitors to Lower Manhattan in 2010), producing a significant consumer market base for One World Trade Center's Observation Deck. The Owner is open to creative ideas for the Observation Deck facility that will enhance its use by visitors and by the lower Manhattan business and residential communities. Additional project details are provided below:

Size:	Approximately 85,000 square feet
Configuration:	See attached floor plans
Location:	Located on the floors 100, 101, and 102
Height Above Grade:	Approximately 1,300 feet above ground level
Lobby:	22,000 square feet, located on the One World Trade Center's B-2 level, with direct access from the ground level and the WTC transportation concourse
Access:	Five dedicated high-speed (2,000 ft/min) express elevators, accessed from the building's B-2 lobby level

KEY MILESTONE DATES:

	DATE
Statement of Qualifications Due	**November 30, 2011**
Expected issuance of RFP to Selected Entities (with optional design/build services included)	Mid-December 2011
Request for Proposal responses due	First Quarter 2012
Selection of Managing/Operating Entity	2nd—3rd Quarter 2012
Temporary Permit to Occupy and Use ("TPTO") Date	2nd Quarter 2014
Observation Deck Opening	Summer 2014

THE LOWER MANHATTAN NEIGHBORHOOD

In recent years, Lower Manhattan has experienced a remarkable transformation from primarily a business district into a "24/7" community with a rising residential

population. The burgeoning population coupled with the increased amenities which have arisen to support the community, including expanded retail, restaurant and hospitality offerings, are appealing to potential One World Trade Center tenants.

While Downtown residential developments and conversions have been notable, major corporations continue to favor the area as a headquarters location, including Goldman Sachs, which completed its new two million square-foot headquarters in Battery Park City, directly across the street from One World Trade Center, in early 2010. Other development efforts throughout Lower Manhattan are focused on achieving substantial growth in both the office and residential sectors through the revitalization of the region's transportation systems, improvements to the area's streets and sidewalks and renewed private investment.

- **Tourist Destination**: Lower Manhattan remains a primary destination in New York City and is widely recognized as a top location for renowned attractions, including City Hall, the Municipal Buildings, the Financial District, as well as the World Trade Center Site. Water ferries to Ellis Island and the Statue of Liberty depart from the tip of Lower Manhattan, and additional attractions within walking distance include Little Italy, Chinatown, South Street Seaport, Trinity Church, Battery Park and the Brooklyn Bridge. Lower Manhattan currently features eighteen hotels (4,100 rooms) and seven more hotel projects (850 rooms) are in the development pipeline to meet anticipated tourist and business travel demand. Upon completion, the National September 11 Museum & Memorial, the WTC Performing Art Center, and the One World Trade Center Observation Deck will attract millions of tourists and local visitors each year.

- **Retail Resurgence**: The influx of residents, the large volume of high-income office workers and significant tourist traffic have fueled a resurgence of Lower Manhattan's retail market. Notable retailers including Whole Foods, Thomas Pink, Tiffany, Hermes and BMW have opened locations in the area to capture this growing demand. In addition to the already established shopping districts including World Financial Center, South Street Seaport and Tribeca South, the redevelopment of the World Trade Center site will add approximately 450,000 square feet to Lower Manhattan's retail market.

- **Economic Center**: Lower Manhattan currently employs over 300,000 professionals, and features the headquarters of major financial firms including Goldman Sachs, Deutsche Bank, American Express, Moody's and Bank of New York Mellon. Additionally, many top professional services and law firms are headquartered in the area. Since 2005, over 300 companies have committed to relocate their businesses from throughout the New York metropolitan area to Lower Manhattan including creative services firms such as Condé Nast, which recently committed to move its one million square foot headquarters to One World Trade Center.

- **Residential Conversion:** Extensive residential redevelopment driven by a wave of condominium conversions has led to a downtown population boom. Since 2005, the number of residential units has increased by 45% and approximately

2,500 additional units are scheduled to open by 2014.

- **Transportation and Access:** One World Trade Center will feature unprecedented access to mass transit services. Interior pedestrian concourses will connect One World Trade Center to the Port Authority's state-of-the-art Transportation Hub, designed by world-renowned architect Santiago Calatrava, with direct access to the new PATH terminal, the Fulton Street Transit Center and eleven New York City subway lines, the World Financial Center and the recently completed Hudson River Ferry Terminal.

Instructions to Responders

Statement of Qualifications

WTC Tower 1 LLC invites your firm to submit a Statement of Qualifications ("SOQ") for the services listed herein. Submittals shall be evaluated as required to identify a short list of experienced developer/operators of world-class tourism venues. Short listed firms will be issued a Request for Proposal and asked to submit a concise proposal for the development, operation and management of the Observation Deck atop One World Trade Center.

The items forming the complete Statement of Qualifications shall consist of the following:

1. Exhibit A – Cover Letter
2. Exhibit B – Company Profile
3. Exhibit C – Project Team
4. Exhibit D – Project Experience and References
5. Exhibit E – Legal Proceedings
6. Exhibit F – Acknowledgement of Receipt of Addenda to RFQ
7. Exhibit G – Certification of Information

Your firm's response must adhere to the format of this RFQ as detailed herein. WTC Tower 1 LLC reserves the right to reject any or all submittals with or without cause, to elect to proceed with any firm (or to negotiate with more than one firm) at any time without notice to firms receiving or responding to this RFQ, and/or to accept any submittal that, in WTC Tower 1 LLC's sole judgment, will be in the best interest of the project.

.

To respond to this Request for Qualifications, respondents must submit (1) electronic response and four (4) bound paper copies of their Statement of Qualifications. Please limit the file size to 10 MB for all electronic responses submitted via email. Electronic responses may be placed on a CD-Rom or e-mailed and labeled in the subject field "One World Trade Center Observation Deck RFQ" directly to:

OneWTCObDeck@durst.org

Bound paper response shall be sent via courier marked "One World Trade Center Observation Deck Operator Statement of Qualifications" to:

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

All responses are to be received no later than **3:00 PM on November 30, 2011.**

Each proposer must submit a complete SOQ. SOQs which do not follow the requirements outlined within this Request for Qualifications, at the discretion of the owner, may not be considered. Submission of an incomplete and/or unclear SOQ may result in disqualification from further consideration. WTC Tower 1 LLC reserves the right to request supplemental information after the deadline date at its sole determination. WTC Tower 1 LLC reserves the right to interview or not interview any respondent, reserves the right to reject any and all proposals, or amend the scope of the project or proceed with any firm (or to negotiate with more than one firm) without notice to firms receiving or responding to this RFQ, at any time, at its sole discretion. The opening of all SOQs and the information contained therein will be private. Decisions by WTC Tower 1 LLC will be made based on such information, criteria and evaluations as it decides in its sole discretion, and shall be final.

Addenda, Bulletins, and Clarification

WTC Tower 1 LLC reserves the right to revise and amend the Request for Qualifications, or any drawings and specifications or other information provided therewith. All such revisions and amendments shall be issued in the form of a written addendum and receipt of such must be acknowledged in the Statement of Qualifications. Notwithstanding such acknowledgement or lack thereof, WTC Tower 1 LLC will assume that all bulletins or written addenda have been considered and are accounted for within the Statement of Qualifications.

Neither Owner nor any of its affiliates, representatives or consultants shall have any liability for any inaccurate or incomplete drawings, specifications or other information that is provided in connection with this RFQ or any subsequent stage of the selection process.

Respondents are requested not to contact the Durst Organization or the Port Authority regarding this Request for Qualifications. From the date of issuance of this RFQ, any respondent that does directly or indirectly attempt such contacts, other than as indicated below, will be subject to disqualification. Respondents may submit questions or requests for clarifications. Such questions and requests for clarifications should be submitted via email to the following email address:

OneWTCObDeck@durst.org

All email correspondence should state “One World Trade Center Observation Deck

RFQ" in the subject line. Owner reserves the right to respond or not respond to any submitted questions and/or requests for clarification and any responses will be distributed to all firms to whom RFQs have been sent.

Any clarification will be made in addendum form and distributed via email to all firms to whom this RFQ has been sent prior to proposal due date. Owner WTC Tower 1 LLC will not be responsible for any oral instructions or interpretations and no inquiry received less than two (2) days before the deadline for submission of SOQs will be given consideration. Any addenda issued during the RFQ period are to be included and acknowledged in the proposal by number and date, and shall be considered part of the Statement of Qualifications.

Confidentiality

This document is furnished to the Proposer for the sole purpose of determining their qualifications to develop, operate, and manage the Observation Deck. Any disclosure, publication, release or transfer of this document, or any subsequent communications from or on behalf of Owner in connection with the selection process, any provision of this document or any such subsequent communication, or any information contained in this document or any such subsequent communication, to any person (other than Proposer's personnel to whom disclosure is necessary for the preparation of a response, all of whom must be bound to observe this prohibition) without the prior written consent of WTC Tower 1 LLC is prohibited. WTC Tower 1 LLC reserves the right to release or disclose any of the attached information in its discretion.

Disclosure is permitted to the extent necessary to comply with law or valid order of a governmental agency, regulatory authority or court of competent jurisdiction; provided that the party making such disclosure shall seek confidential treatment of said information; and as a part of any normal reporting and review procedure with its auditors and its lawyers, or with any outside investor or lender, or with any proposed or actual successor in interest, provided that prior to such discloser the third party shall agree to maintain the confidentiality of such disclosure.

Evaluation Criteria

Selection Process

The Owner intends to proceed with the selection of the firm to provide development, operations and management services for the Observation Deck in a two-phase process as outlined below, but reserves the right to proceed in any other manner as it may determine in its sole discretion:

1. **Phase One – RFQ/Prequalification Phase**

    a. Submission of Statement of Qualifications – Interested firms must submit a Statement of Qualifications (SOQ), complete Exhibits A through G, and all required supporting documentation referenced therein in response to this RFQ by the submission deadline set forth in Section I, Project Description.

    b. Evaluation by Project Team – The WTC Tower 1 LLC Project Team shall evaluate and review the SOQs and supporting documentation submitted by each respondent. WTC Tower 1 LLC shall have sole discretion in evaluating the quality and appropriateness of each SOQ and shall have no obligation to select any or all firms to advance to the RFP phase.

    c. Notice to Respondents – Upon completion of the evaluation process described herein, WTC Tower 1 LLC shall provide written notice to all respondents as to whether or not their firm has been placed on a short list invited to participate in the Phase Two RFP Phase of the selection process.

2. **Phase Two – Request for Proposals Phase**

    a. The short list of Proposers selected in Phase One will be given a Request for Proposal and asked to submit competitive proposals to the WTC Tower 1 LLC. Only the firms short-listed in Phase One will be permitted to participate in Phase Two. WTC Tower 1 LLC shall have sole discretion in evaluating the quality and appropriateness of each proposal and shall have no obligation to select any or all firms for award.

Required Information and Format

Required Information and Format

In order to be considered for selection as a Proposer, the respondent will submit the following items in the specified order (WTC Tower 1 LLC shall have sole discretion to determine if the submitted qualifications are satisfactory):

Exhibit A – Cover Letter

This letter should introduce the proposed team, naming key players and highlighting the firm's qualifications for the project, and other relevant information as desired.

Exhibit B – Company Profile

The following information should be provided:

1. Company history
2. Number of years in business
3. If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and state of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.
4. Primary contact
5. Web page address
6. Financial statements for the three (3) previous years and interim year to date. *The financial information submitted shall remain confidential subject to applicable law.*
    a. If your firm has multiple offices, please provide this information for the office from which your firm will be providing the bulk of the services for this project, and the firm as a whole.
    b. Federal tax ID number
    c. Please list three (3) credit references:
        i. Bank Reference
        ii. Name of Bank Reference Contact
        iii. Bank Reference Telephone Number
    d. Submit the following Dunn & Bradstreet Reports for your firm:
        i. Comprehensive Report
        ii. Commercial Credit Scoring Report
    e. Balance Sheet Financials that include the following:
        i. Date of balance sheet
        ii. Retained earnings
        iii. Current assets

iv. Liquid assets
v. Net profit
vi. Assets/Liabilities ratio
vii. Current liabilities
viii. Total debt

Exhibit C – Project Team

1. Please provide the résumés of key proposed project personnel. Key résumés would include:
    a. Principals
    b. Executives
    c. Management
    d. Other as required (please enumerate)*
2. Please include the following information for each team member:
    a. Number of years employed by the firm.
    b. List of projects completed by this individual and associated project reference(s).
    c. Minimum number of hours per week this individual will be specifically dedicated to this project.
    d. Other projects this individual is scheduled for participation in, from October 2011 through December 2014, as a member of a development team.

*If the operator is proposing as a team (consortium) inclusive of designers, architects, and other relevant consultants to deliver a complete observation deck design, resumes of key consortium members (both in-house and with third party firms) should be included. It should be noted that New York City expertise and familiarity with local building codes, safety rules and regulations should be taken into account and therefore a New York State licensed Architect of Record and Engineer is suggested.

Exhibit D – Project Experience and References

Please provide a description of at least three (3) comparable venues for which your firm provided development, operations and management services (and design, if Proposer intends to provide such services) in the past five (5) years. A comparable venue would be one which is a high quality attraction within the tourism and leisure industry that attracts a least five hundred thousand (500,000) visitors per annum and has an annual operating budget of at least $5 million. Description should include, at a minimum:

1. Venue/attraction Name
2. Project Location
3. Services provided/business structure (did the proposer participate in the development of the venue?)
4. Annual Attendance for the venue/attraction
5. Annual revenue/profit from the venue/attraction
6. Project Opening Date (Month and Year)
7. Current status/involvement

8. References (please include name, title, organization/entity, telephone number and email address)
9. Safety Record for these venues/attractions.
10. Experience in using large volume ticketing systems (including web based, kiosks, etc.)
11. A description of the legal/operational structure between the owner and the proposer at each venue
12. Security procedures at each venue.

Exhibit E – Legal Proceedings
Provide information regarding each and every legal proceeding, administrative proceeding and arbitration pending and to which Proposer (or each entity if a joint venture) is a party. In addition, provide information regarding each and every legal proceeding, administrative proceeding or arbitration concluded adversely to the Proposing entities within the past five (5) years, which relate to the procurement or performance of any contract. Proceedings for which the total amount in dispute is less than $100,000 and proceedings for personal injury or property damage that are fully covered by insurance and for which the total amount in dispute is less than $1 million may be omitted.

Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ
Receipt of the following Addenda to this Request for Qualifications:

Addenda Numbers: _____
The Respondent _____
_____, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.

_____
Signature of Respondent

_____
Name

_____
Title

_____
Date

Exhibit G – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it

relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.

- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.
-

Date: _____

Signed: _____

Name: _____

Title: _____

Name of Firm: _____

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation _____ Joint Venture _____

Under the Law of the State of: _____

Legal Address: _____

_____

_____

Telephone: _____

Facsimile: _____

Web: _____

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

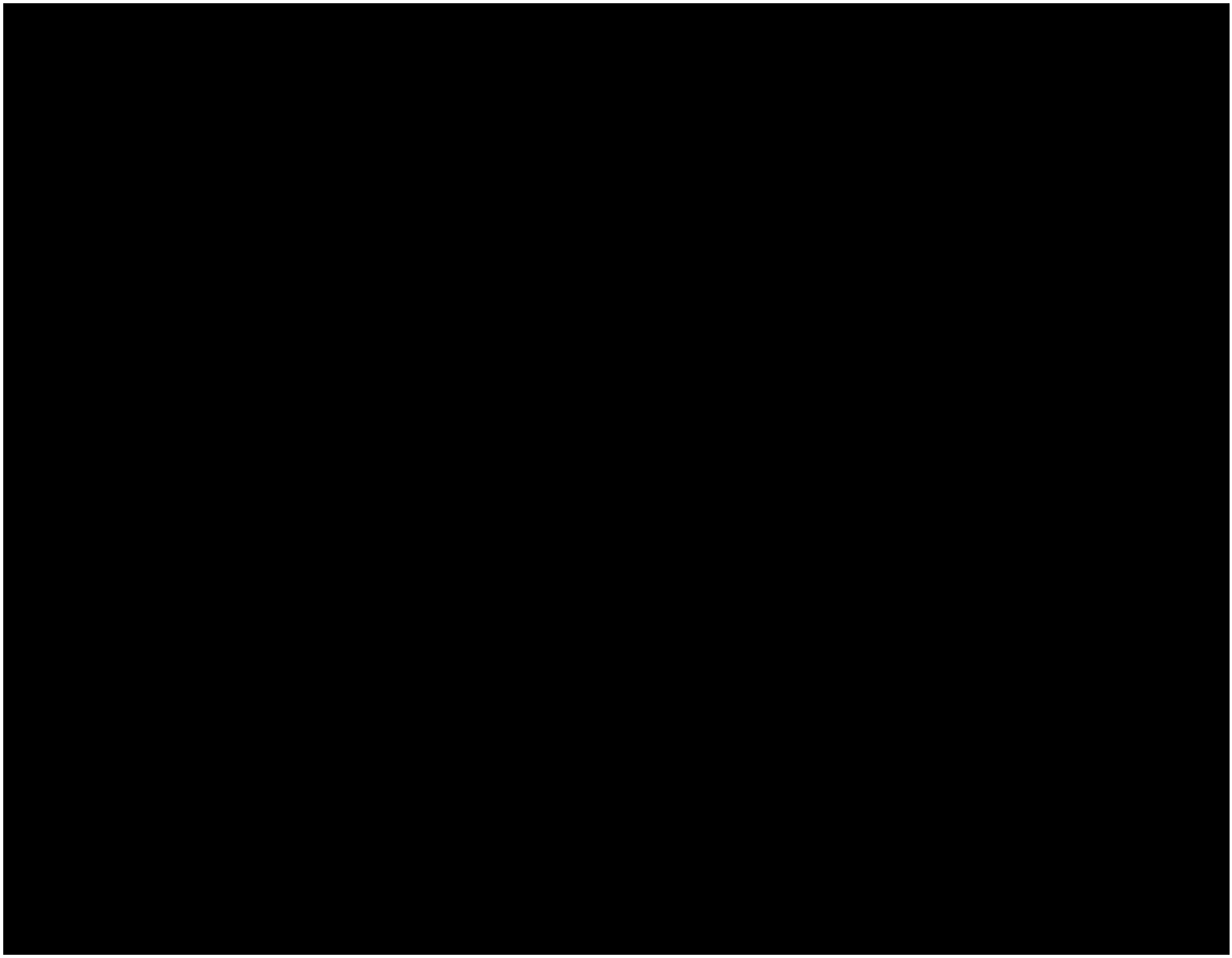
Attachments

Attached please find the following:

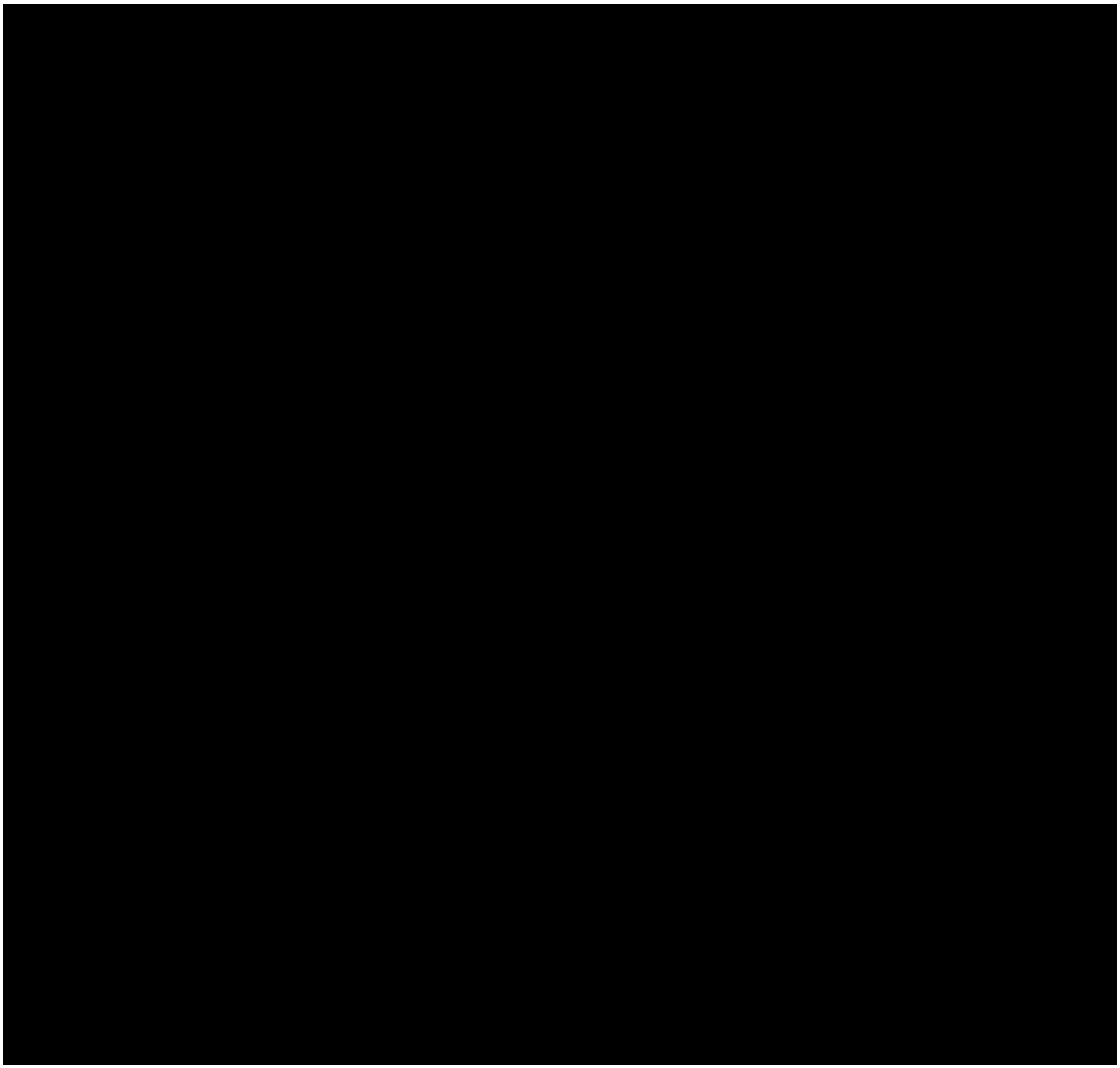
1. Premises Diagrams –
    a. Site Plan
    b. B-2 Lobby
    c. Ground floor plan
    d. One World Trade Floors 100 thru 102.
2. Addenda 1

BNY MELLON
GOLDMAN SACHS
7 WORLD TRADE CENTER
BARCLAY ST
VESEY ST
ONE WORLD TRADE CENTER
PERFORMING ARTS CENTER
TOWER 2
FULTON ST
TRANSPORTATION HUB
DEY ST
WORLD FINANCIAL CENTER
MUSEUM
TOWER 3
CORTLANDT ST
TOWER 4
LIBERTY ST
TOWER 5
N

Level B2
One WTC

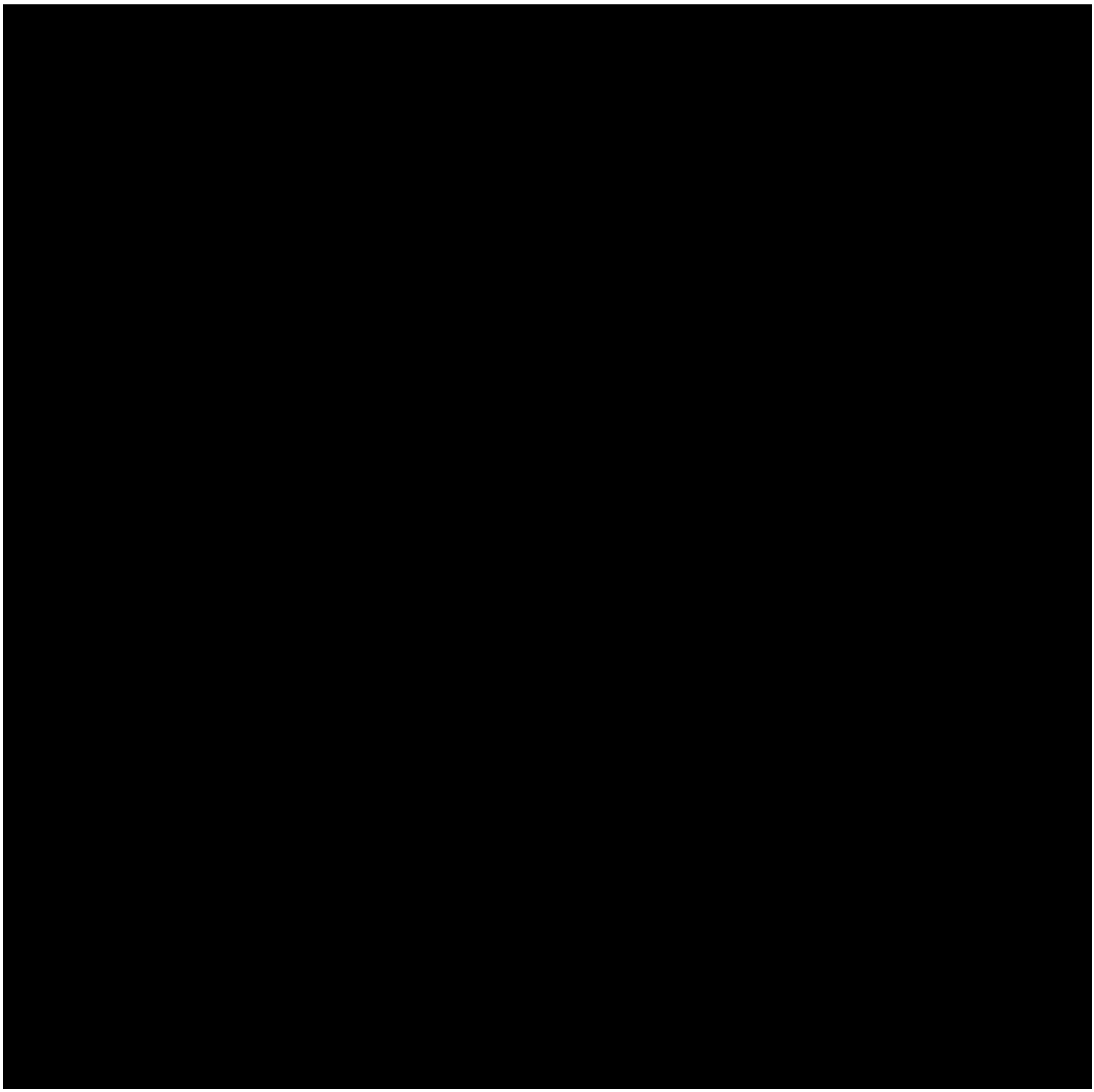


Ground Floor
One WTC



Floor 100
One WTC

Floor 101
One WTC



Floor 102
One WTC

Submitted Questions with Answers

1. What/Who is the funding source for the venture?
   Ownership has not determined the funding source, including possibly funding all or a portion itself. Ownership is open to considering a variety of deal structures.

2. May an individual respond to the RFQ and propose contracting directly with ownership, or should such individual only respond as a member of a design/build group?
   One may respond as an individual or as a member of a larger group or team.

3. Please describe the path of travel from the time of boarding to arrival. Are there transfer floors?
   Visitors enter either from the West side at grade and travel below grade, or from the below grade transit connections into the Observation Deck entrance in the B2 level. Express elevators (2000fpm) serve the Deck floors directly from the B2. There is no transfer.

4. Are the lifts serving any other tenants of the building?
   The Observation Deck is served by a dedicated bank of five (5) passenger elevators. The service cars are shared by all of the building's tenants.

5. What is the listed capacity of the lifts?
   Car capacity is 4000#, with a five (5) minute, one-way up capacity of 29 and one hour one-way up capacity of 353.

6. Do you have fire rated capacities for the floors?
   The floors have a two (2) hour rating.

7. Is there a dedicated entrance for the Observation Deck, or are you merging different user groups?
   The Ob Deck is served by two (2) entrances, both separate from the office entrances. Please refer to the attached ground floor and B2 level plans.

8. Do you have a concept/theme that the design needs to adhere to, or is it the responsibility of the winning entity to organize a charrette with the primary stakeholders to develop the story which will form the basis of the design?
   Ownership does not have a predetermined concept or theme.

9. The RFQ requests information in Exhibit D related to at least three comparable venues. The request also indicates "A comparable venue would be one which is a high quality attraction within the tourism and leisure industry that attracts at

least 500,000 visitors per annum and has an annual operating budget of at least $5 million." What if a respondent has the prerequisite three (3) venues, but they do not meet the definition of a comparable venue" (either less than 500,000 visitors or an operating budget less than $5 million per year)?

If a respondent's venue(s) does not meet the definition of a "comparable venue", in the absence of a venue that does, such respondent should include such other venue(s) at respondent's election. Ownership will consider such substitute venue in the context of the overall submission.

Submitted Questions with Answers

In the Required Information and Format section of the RFQ, on Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ

1. It refers to Addenda numbers?
   Addenda numbers are sequential numbers assigned to individual addenda issued to answer questions regarding the Observation Deck RFQ.

2. What is this in reference to?
   This in reference to individually numbered addenda (i.e., this is Addenda #2). In Exhibit F, respondents are required to acknowledge they have received all the addenda, list those Addenda and provide their name.

3. The RFQ or other Addenda do not have any numbers?
   The first addenda had no number, please regard it as Addenda #1. This is Addenda #2.

Important Note
The deadline for response has been extended to November 30, 2011 at 3:00pm.

Notice of Deadline Extension

WTC Tower 1 LLC is hereby extending the due date for submission of statements of qualifications from entities interested in developing, operating, and managing the Observation Deck at One World Trade Center. RFQ responses are due no later than February 10, 2012 at 5:00 pm. The Request for Proposals will be issued shortly.

Qualifications for Development Services and an Operator Manager of the One World Trade Center Observation Deck One World Trade Center New York, New York

Anders Nyberg
November 11, 2011

Anders G Nyberg

November 11, 2011

Tower 1 Joint Venture LLC
C/O The Durst Organization
One Bryant Park
New York, NY 10036

Dear Tower 1 Joint Venture LLC:

I am presenting my qualifications as an individual prepared to work as an employee or contractor attached to the entity created to bring the various assets to the project to create a concept; design the concept; get the concept built with your team; create a business plan outlining capital expenses, pre-opening expenses, and on-going operating expenses: and build a team to market and operate the asset. In addition, I am included in a submission from gsm, a Canadian firm that has designed At the Top, Burj Khalifa and the Shard Viewing Galleries. They also completed the construction of At the Top and are in the process of building the Shard Viewing Galleries, in addition to their many other projects. I can either work directly for you, or as part of the gsm team.

My qualifications began over thirty years ago as a senior manager at Ticketron, an automated ticketing firm. I moved to the Art Institute of Chicago, where I managed all the "front of house" activities of an amazing institution with 1.3 million annual visitors. I moved to the Sears Tower to lead a redevelopment of the Skydeck. I was then recruited to move to Dubai to get the observation deck, At the Top, Burj Khalifa, built and a team assembled to operate the attraction. They are currently going strong with 1.2 million annual visitors and were just awarded "Best Staffing" from the World Federation of Great Towers. I am now working for the Shard Viewing Galleries in London and am currently in the process of getting the concept defined, designers hired, construction initiated, business plans finalized, teams recruited and retained, processes and procedures established and adopted, market research launched, marketing plans and budgets established, and moving toward private events during the Queen's Diamond Jubilee in June, Olympic parties in July and August, with a public opening later in 2012. In all these ventures, I have brought various partners to the ventures, or kept the functions in-house, to deliver maximum revenues and superior service and presentation.

3924 N Janssen Chicago, IL 60613 anyberg@aol.com +1(773)348 3981

I believe that developing the attraction and maintaining control of the experience and the operation, is in the best interest of the Durst Organization. I believe I can help you succeed in keeping control of the attraction and have it continually reflect the quality and aspirations of the Durst Organization.

I hope you will consider me as we move past the qualifications stage.

Sincerely,

Anders Nyberg

Enclosures

3924 N Janssen Chicago, IL 60613 anyberg@aol.com +1(773)348 3981

Required Information and Format

Required Information and Format

In order to be considered for selection as a Proposer, the respondent will submit the following items in the specified order (WTC Tower 1 LLC shall have sole discretion to determine if the submitted qualifications are satisfactory):

Exhibit A – Cover Letter

This letter should introduce the proposed team, naming key players and highlighting the firm's qualifications for the project, and other relevant information as desired.

Exhibit B – Company Profile

The following information should be provided: This is reflected in my CV.

1. Company history
2. Number of years in business
3. If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and state of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.
4. Primary contact Anders Nyberg
5. Web page address
6. Financial statements for the three (3) previous years and interim year to date. *The financial information submitted shall remain confidential subject to applicable law.*
    a. If your firm has multiple offices, please provide this information for the office from which your firm will be providing the bulk of the services for this project, and the firm as a whole.
    b. Federal tax ID number [redacted]
    c. Please list three (3) credit references:
        i. Bank Reference
        ii. Name of Bank Reference Contact
        iii. Bank Reference Telephone Number
    d. Submit the following Dunn & Bradstreet Reports for your firm:
        i. Comprehensive Report
        ii. Commercial Credit Scoring Report
    e. Balance Sheet Financials that include the following:
        i. Date of balance sheet
        ii. Retained earnings

iii. Current assets
iv. Liquid assets
v. Net profit
vi. Assets/Liabilities ratio
vii. Current liabilities
viii. Total debt

Exhibit C – Project Team Also included in my CV – Just me.

1. Please provide the résumés of key proposed project personnel. Key résumés would include:
   a. Principals
   b. Executives
   c. Management
   d. Other as required (please enumerate)*
2. Please include the following information for each team member:
   a. Number of years employed by the firm.
   b. List of projects completed by this individual and associated project reference(s).
   c. Minimum number of hours per week this individual will be specifically dedicated to this project.
   d. Other projects this individual is scheduled for participation in, from October 2011 through December 2014, as a member of a development team.

*If the operator is proposing as a team (consortium) inclusive of designers, architects, and other relevant consultants to deliver a complete observation deck design, resumes of key consortium members (both in-house and with third party firms) should be included. It should be noted that New York City expertise and familiarity with local building codes, safety rules and regulations should be taken into account and therefore a New York State licensed Architect of Record and Engineer is suggested.

Exhibit D – Project Experience and References
Please provide a description of at least three (3) comparable venues for which your firm provided development, operations and management services (and design, if Proposer intends to provide such services) in the past five (5) years. A comparable venue would be one which is a high quality attraction within the tourism and leisure industry that attracts a least five hundred thousand (500,000) visitors per annum and has an annual operating budget of at least $5 million. Description should include, at a minimum: Please see my CV and attached list of references.

1. Venue/attraction Name
2. Project Location
3. Services provided/business structure (did the proposer participate in the development of the venue?) yes
4. Annual Attendance for the venue/attraction All 1,000,000 +

5. Annual revenue/profit from the venue/attraction Not Public
6. Project Opening Date (Month and Year)
7. Current status/involvement
8. References (please include name, title, organization/entity, telephone number and email address)
9. Safety Record for these venues/attractions. Excellent
10. Experience in using large volume ticketing systems (including web based, kiosks, etc.) Extensive
11. A description of the legal/operational structure between the owner and the proposer at each venue
12. Security procedures at each venue. Full Airport Style

Exhibit E – Legal Proceedings
Provide information regarding each and every legal proceeding, administrative proceeding and arbitration pending and to which Proposer (or each entity if a joint venture) is a party. In addition, provide information regarding each and every legal proceeding, administrative proceeding or arbitration concluded adversely to the Proposing entities within the past five (5) years, which relate to the procurement or performance of any contract. Proceedings for which the total amount in dispute is less than $100,000 and proceedings for personal injury or property damage that are fully covered by insurance and for which the total amount in dispute is less than $1 million may be omitted.

Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ
Receipt of the following Addenda to this Request for Qualifications:

Addenda Numbers: _____
The Respondent Anders Nyberg _____
_____, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.

Anders Nyberg (LJ)
Signature of Respondent
Anders Nyberg
Name
Individual
Title
November 11, 2011
Date

Exhibit G – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.
-

Date: November 11, 2011

Signed: Anders Nyberg (LT)

Name: Anders G Nyberg

Title: Individual

Name of Firm: Anders Nyberg

Organized as a (mark one): Proprietorship XXX Partnership _____

Corporation _____ Joint Venture _____

Under the Law of the State of: _____

Legal Address: 3924 N Janssen

Chicago, IL 60613

_____

phone: +1 773 348 3981

Mobile: [redacted]

Web: anyberg@aol.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

Anders G. Nyberg

anyberg@aol.com

3924 North Janssen
Chicago, IL 60613

Office: 773-348-3981
Mobile: [redacted]

OVERVIEW

General Manager with in-depth experience managing the Sales, Marketing, Technology and Customer Service functions and the associated P&Ls in the Services, Entertainment and Cultural/Hospitality/Tourism Industries both in the for-profit and not-for-profit sectors. Business acumen proven in the negotiation of multifaceted contracts and in the management of complex vendor and customer relationships. Energetic leader with the proven ability to motivate employees at all levels of the organization and to improve profitability by generating new revenues, reducing costs and improving the customer experience.

PROFESSIONAL EXPERIENCE

The Shard, London, UK

The Shard, a Renzo Piano designed, iconic structure, currently under construction, will be the tallest building in Western Europe and house the Shard public viewing galleries on the top levels of the structure, in addition to a five star hotel, restaurants, commercial office space, and ten residences.

Chief Executive Officer, Shard Viewing Galleries **2011- Present**

Responsible for the concept/design/execution, and visitor experience of the Viewing Galleries, including all aspects of operations, marketing and finance. The launch of this initiative encompasses concept/design, development, business plan generation, vendor selection, implementation of systems and procedures, hiring and training of a large, multi-cultural staff, planning and execution of marketing/PR/advertising campaigns, in an extremely competitive marketplace.

ANDERS NYBERG AND ASSOCIATES, Chicago, IL

Anders Nyberg and Associates is a sole proprietorship that provides financial, marketing, operations, and systems consulting and implementation services to entertainment, marketing and technology companies as well as to cultural institutions and attractions.

Principal **1990 to 1996** **2004 to 2005** **2008 to 2011**

2009-2010, contracted as Director of "At the Top", the observatory experience at Burj Khalifa, the world's tallest building, in Dubai, United Arab Emirates. Getting the experience built, vendors selected systems/procedures and staffing in place, marketing/PR/advertising campaigns designed and launched, training initiated and completed, opening a very profitable attraction, and continuing to craft the visitor experience with an international team of over seventy, winning the "Best Staffing" award from the World Federation of Great Towers.

Personally delivered consulting and implementation services to clients including gsmprjct°, Ameritech, Auditorium Theater, Diversified Listing Services, Rent Roll, Hand Held Products, League of Chicago Theatres, Gold Medal Ticket, and the Chadwick Group.

THE SEARS TOWER (Currently, Willis Tower), Chicago, IL

Sears Tower, the tallest building in the Western Hemisphere, housing one of the world's most visited observatories, The Skydeck. During my tenure, the building was managed by CB Richard Ellis and U.S. Equities

Director of Operations, Sears Tower Skydeck **2005 - 2008**

Managed an $8 million expense budget and a seasonal staff of 55 FTEs responsible for operation of the Sears Tower Skydeck, an attraction that drew more than one million visitors/year and that grossed more than $16,000,000.

- Increased revenue by more than 20% in less than 2 years by identifying and alleviating bottlenecks in the ticketing and security processes that decreased average wait times by 33%.
- Initiated and launched "Skylights Tour" a multimedia, multi-language, self guided tour that is projected to generate $.7 million in annual revenue and that has proven successful in enhancing visitor satisfaction.
- Improved the image of Sears Tower and enhanced the experience of tenants and visitors by taking the curatorial lead on "Cool Globes: Hot Ideas for a Cooler Planet", a public art installation in and around the Tower.

THE ART INSTITUTE OF CHICAGO, Chicago, IL

The Art Institute of Chicago is a world class Museum and College that employs approximately 2,000 people, has an annual operating budget of more than $200 million and attracts a base of 700 volunteers.

Director, Visitor Services **1996 to 2004**

Managed up to 120 employees and 350 volunteers responsible for ticketing, information desk and audio tour guide operations as well as for general crowd control. Personally managed external vendor relationships and key functions and programs including ticketing, group sales, audio tour guide, membership, and checking operations that generate up to $13 million in revenue/year. Provide input and direction to Institute-wide policies concerning pricing, special events, and media placement decisions while acting as chief advocate for the museum visitor.

- Generated up to $2 million in annual net income by developing and implementing an audio tour program for the Museum's permanent collection as well as for its special exhibitions.
- Increased revenue from ticketing and checking operations, while improving handicapped accessibility, by enlarging the Museum's main entrance area and bringing it fully into ADA compliance.
- Established a permanent Group Sales function that has been successful in generating 4% of ticketed museum attendance and margin sufficient to cover the associated labor and marketing expense.

CREATIVE ACCESS, Chicago, IL

In 1996 Creative Access was a provider of market research, database marketing, sales support and pre-press services to corporate art buyers, ad agencies, graphic artists, and photographers.

President **1993 to 1996**

Managed a $3 million/year budget and a staff of 22 responsible for day-to-day operations. Personally managed external technology partnerships and negotiated the acquisition of various databases.

TICKETRON, Chicago, IL

In 1990 Ticketron was a wholly owned subsidiary of Control Data Corporation that generated $500 million in revenue/year by providing automated ticketing, distribution and access control services and systems to sporting and entertainment businesses and cultural organizations.

Vice President/General Manager, Midwest and Canada **1984 to 1990**

Managed 300 sales, marketing and operations employees that generated $220 million in revenue/year in eight Midwestern/Canadian markets.

- Increased revenue by more than 500% over a six-year period through a combination of sales, marketing and pricing strategies:
    - Expanded the on-line terminal network to more than 1,000 points-of-sale by negotiating agreements to locate ticketing terminals in highly trafficked retail establishments.
    - Implemented a telephone-based channel of distribution, including constructing the facility and hiring and training staff, which grew to generate more than $100 million in revenue/year within a six-year period.
    - Successfully negotiated multi-year contracts with major sporting franchises, cultural institutions and venues including Chicago Stadium, Rosemont Horizon, Chicago Bears, McCormick Place, Auditorium Theatre, The Art Institute, Montreal Forum, Montreal Expos, Toronto Blue Jays and many more.

Prior to 1984

Positions as a Regional and Area Manager with Ticketron, as Director of Ticketing for Ringling Bros/Barnum and Bailey Circus (Washington D.C.) and as Director of Ticket Sales and Operations, for both the Omni Center (Atlanta, GA) and Capital Center (Washington D.C.). Management positions at Atlanta Arts Alliance (Atlanta, GA) and Meadowbrook Theatre (Rochester, MI).

EDUCATION

Undergraduate work, Oakland University, Rochester, MI- Georgia State University, Atlanta GA

Anders G Nyberg

November 11, 2011

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CFO/ Executive Vice President
The Art Institute of Chicago
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Contact: Jacob Yahiayan

February 6, 2012

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

Subject: RFQ for Development Services &/or O&M 1 WTC Observation Deck

The enclosed is submitted in response to the above-referenced RFQ. We have carefully read and examined the RFQ and have conducted such other investigations as were prudent and reasonable in preparing the Response. We are authorized to submit this Response on behalf of the Respondent and to bind the Respondent to the statements made therein, which the Respondent acknowledges and agrees are intended to constitute and be relied upon by WTC Tower 1 LLC's Statement of Qualifications ("SOQ").

We acknowledge that the Authority has issued the RFQ as inquiry only. No contract or agreement will be entered into as a result of this RFQ.

Yours truly,

_____
Signature

Name:	Jacob H. Yahiayan
Title:	Managing Member
Telephone Number:	(o) (212) 634 4831 (m) (516) 528-8749
E-mail address:	jyahiayan@continentaladvisory.com
Legal Name of Respondent:	Jacob H. Yahiayan
Date:	February 6, 2012

Submitted for review to:

WTC Tower 1 LLC

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The information contained in this presentation is being provided to WTC Tower 1 LLC (the "Owner") solely for its use as reference material. While Continental Advisory Services, LLC believes this information to be accurate, this presentation is being provided to the Owner upon the express understanding that no representation or warranty, express or implied, is made, or responsibility of any kind accepted, by CAS with respect to the completeness or accuracy of the information herein. Further, the recommendations made herein by CAS represents only our opinion as to the current project management environment in New York State.

In addition, this presentation incorporates information which is either non-public, confidential or proprietary in nature, and is being furnished on the express basis that none of this information be used in a manner inconsistent with its confidential nature or be disclosed to anyone other than as may be required by law or to those employees of the Owner who are directly involved in the proposed transaction and who have been informed of the confidential nature of this presentation.

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INTRODUCTION AND STATEMENT OF PURPOSE (FIRM INFORMATION)

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Section 1. Introduction & Statement of Purpose

This document has been prepared in response to the Statement for Qualification, with regard to the potential for Qualifying Organizations to partner with the Owner to assist in the development, operation and management of the new Observation Deck atop One World Trade Center. The entity selected will assist in the Observation Deck's concept and design development and, after construction, will operate and manage the facility, including developing and implementing special programming.

Continental Advisory Services will provide, on a commercially reasonable basis, in conjunction with its design, engineering, construction, technology and capital partners, its proprietary engineering and construction ("E&C") value chain strategy to:

I. Optimize return on investment;
II. Engage the visitor;
III. Contain creative programming and exhibits;
IV. Be compatible with the Class 'A' commercial nature of the building; and
V. Respect the other World Trade Center site's cultural and historical elements.

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Individual Firms

Thornton Tomasetti
www.thorntontomasetti.com

Thornton Tomasetti

Thornton Tomasetti, Inc., from 19 offices across the globe and 650 person workforce, provides complete multidisciplinary design services to building industry clients around the world on projects of all sizes and complexity. The company offers clients comprehensive, as well as highly specialized, professional design services while maintaining a reputation for technical pioneering and excellence. From the tallest buildings in the world in Taiwan and Malaysia, to state-of-the-art sports and entertainment complexes across the United States, to landmark building restoration design and critical disaster response investigations worldwide, Thornton Tomasetti takes pride in providing value to our clients. This dedication and capability has made Thornton Tomasetti a place in the top 100 ENR firms.

Shawmut Design and Construction
www.shawmut.com

SHAWMUT
Design and Construction

Shawmut Design and Construction is a national construction management firm with offices in Boston, New York, Providence, Las Vegas, and New Haven that builds exciting projects from coast-to-coast. Our main objective is delivering exceptional, personalized service to our clients. We accomplish this by truly listening to our clients' goals and concerns as well as implementing comprehensive tools and services. Our unique business model allows our project teams to better service our clients by focusing their specialized expertise within one of the following areas: academic, commercial, corporate interiors, cultural and historic preservation, healthcare and life sciences, hotels, gaming, restaurants, retail, spas and healthclubs, and sports venues. This approach also has allowed us to diversify as a company, attract the best people, and cultivate a team of expert project executives, project managers, superintendents, and estimators.

McLaren Engineering Group
www.mgmclaren.com

McLaren ENGINEERING GROUP

The McLaren Engineering Group is a privately owned PE firm located in West Nyack, New York, with over 120 employees. Providing high quality, innovative, timely and personalized services to suite their client's unique and specialized needs are what makes the McLaren Engineering Group an industry leader. One of the more specialized fields that the McLaren Engineering Group deals with is marine engineering (piers, docks, etc.).Past notable projects include the Prudential Center (Boston, MA) and the Jacob Javits Convention Center (New York, NY). Some distinguished clients include the NYSDOT, ConnDOT, and the US Navy. Additionally, MEG is the leading marine engineering firm in the tri-state area.

WASA Studio A
www.wasallp.com

With 121 years of history, Wank Adams Slavin Associates LLP is one of the oldest continuously operating architecture and engineering firms in the United States. The firm owes its longevity to its ability to change and grow with the demands of the marketplace and to constantly evolve to incorporate the latest technology and highest standards of the profession. Now, as WASA/Studio A, the firm has entered the 21st century as a fully integrated design operation, specializing in the five major disciplines of architecture, engineering, preservation, interiors and planning, and uniquely endowed with a holistic approach to design.

Continental Advisory Services, LLC
www.continentaladvisory.com

Based in New York State, Continental Advisory Services ("CAS") is a privately held diversified investment and advisory firm with expertise in real estate capital markets, project finance, corporate advisory, as well as professional design and engineering services. CAS was established in March 2002. CAS' sole managing member is Jacob H. Yahiayan. Mr. Yahiayan has 20 years of expertise in international project finance as well as real estate capital market activities. Mr. Yahiayan's career tract includes notable Fortune 1000 and international companies such as: Chicago Bridge & Iron, Foster Wheeler, Owens Corning, Subic-Bay Petroleum, IBM, Honeywell, Tyco, Weatherford, AAF-McQuay, Inc., STAR Petroleum, Texaco as well as, recent mixed-use, P3, infrastructure, opportunities in North American and international markets. Additionally, Mr. Yahiayan's efforts are supported by his cohorts who have expertise in real estate capital markets, project management, architecture, econometric applications, macroeconomic research design, corporate advisory, business case development, engineering as well as operation risk management matters.

TD Bank Group
www.td.com

Headquartered in Toronto, Canada, with more than 85,000 employees in offices around the world, The Toronto-Dominion Bank and its subsidiaries are collectively known as TD Bank Group (TD). TD offers a full range of financial products and services to approximately 20.5 million customers worldwide. TD Bank is also amongst the few international banks with the coveted "AAA" rating.

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Likely Delivery Partner:

Johnson Controls
www.johnsoncontrols.com

Johnson Controls is a global diversified technology and industrial leader serving customers in more than 150 countries. Our 162,000 employees create quality products, services and solutions to optimize energy and operational efficiencies of buildings; lead-acid automotive batteries and advanced batteries for hybrid and electric vehicles; and interior systems for automobiles. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Through our growth strategies and by increasing market share we are committed to delivering value to shareholders and making our customers successful.

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SECTION 2. THE OPPORTUNITY

The OWNER'S CURRENT SCENARIO

As per the RFI of October 25, 2011, the Owner hereby invites interested parties to respond to this Request for Qualifications ("RFQ") to assist in the development, operations and management of the new Observation Deck atop One World Trade Center. The entity selected will assist in the Observation Deck's concept and design development and, after construction, will operate and manage the facility, including developing and implementing special programming.

The OWNER'S OBJECTIVES

I. Optimize return on investment;

II. Engage the visitor;

III. Contain creative programming and exhibits;

IV. Be compatible with the Class 'A' commercial nature of the building; and

V. Respect the other World Trade Center site's cultural and historical elements.

COMPANY PROFILE

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Experience

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BahaMar Resort

New Providence, Bahamas

Owner
Baha Mar Resorts, Ltd.

Executive Architect
RMJM

Design Architect
Michael Hong Architects

Contractor
Baha Mar Development Co., Ltd

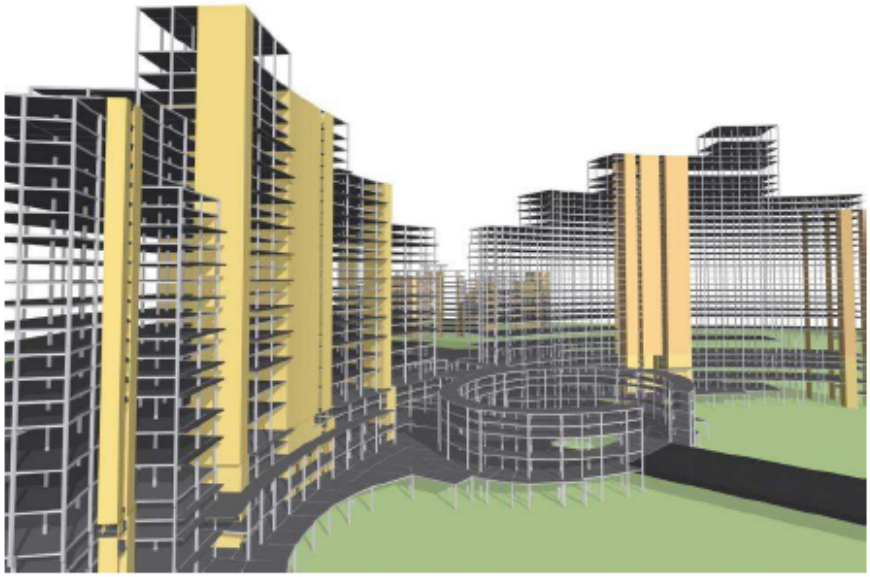
Completion Date
2012

Construction Cost
$2.6 billion

Site Size
600 Acres

Total Area
3.3 million sf

Total Heights
W Hotel: 19 Stories
St. Regis: 11 Stories
Westin: 28 Stories
Caesars: 28 Stories



This world-class resort will be developed on 600-acres of beach-front property at Cable Beach, west of Nassau, New Providence Island, in the Commonwealth of the Bahamas. On the resort are four associated but separately branded three- to five-star hotels ranging in height from 28 to 11 stories. A casino, approximately 110,000-square-feet, with associated food and beverage venues is nested in between and has access to all four hotels. Lobbies, retail spaces, restaurants, a spa, docks and other front and back of house spaces occupy the rest of the large podium. Lush tiered landscaping and landscape structures with pools, cabanas and other outbuildings decorate the beach side of the hotels, and a man-made lagoon twists and wraps around the hotels on the landward side. Three vehicular arch-like bridges over a lagoon provide access to the casino and hotels. A spectacular waterfall structure with water cascading into the lagoons is prominently featured on both sides of the main porte cochere.

An entertainment village, detached timeshare building, small chapel, and convention center featuring three ballrooms and exhibit floors complete the main parts of the development. Detached structured and surface parking with central mechanical plant and several other auxiliary structures provide all other necessary services for the facility.

Thornton Tomasetti

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Al Raha Beach Development

Abu Dhabi, United Arab Emirates

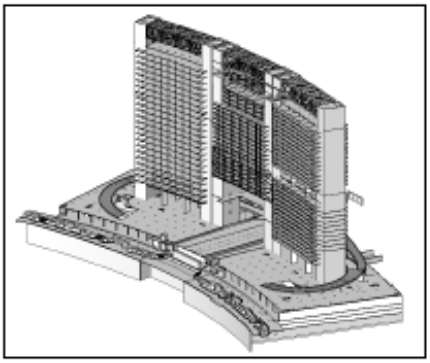
Owner's Representative
Aldar Laing O'Rourke Construction, LLC

Architect
Rafael Viñoly Architects PC

Total Area
184,496 m^2

Completion Date
December 2011

Construction Cost
$500 million



The new high-rise development in Abu Dhabi is a multi-use building that includes office space, residential apartments, health club, luxury hotel and restaurant. The 184,496-square-meter tower is 32 stories high with four levels of underground parking. There is a pool and health club on the 32nd floor.

The building has two individual towers that are approximately 55 meters apart and connected from Level 14 to the roof, therefore creating a monumental opening in the lower portion of the building elevation. The overall height of the building is approximately 126 meters with setbacks proposed at Level 14 and Level 28.

Offices are to be located from Level 4 through Level 14. Residential apartments are on Level 15 through Level 28. Hotel is from Level 28 through Level 31. Mechanical floors are proposed on Level B1, Level 14, and Level 27. Other features include a ballroom on Level 5 and hotel lobby on Level 2.

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MGM Mirage CityCenter – Block A

Las Vegas, Nevada

Owner
MGM Mirage

Executive Architect
Gensler

Design Architect
Pelli Clarke Pelli Architects

Production Architect
HKS

Completion Date
2009

Construction Cost
$7 billion (estimated)

Total Area
20 million sf

Thornton Tomasetti is providing structural engineering services for the LEED Gold certified Atria Hotel/Casino project, the crown jewel of the 76-acre MGM CityCenter development on the Las Vegas Strip. It consists of a 61-story, five-star hotel tower of unique criss-crossing curvature with 4,000 rooms and elegant entrance canopies, a convention center, a casino, a theatre, a retail podium, a bridge, and a central plant serving the entire complex. The resort-casino will also feature approximately 300,000 square feet of technologically advanced meeting and convention space.

Structural systems varied to suit the multiple building functions. Convention Center steel long-span trusses bridge stacked column-free spaces and cantilever to hang a signature glass façade 500 feet long and 70 feet high. The hotel tower prestressed concrete floors are shaped as intersecting arcs to create wings of differing heights, served by three separate elevator cores. This provides optimal guest access and required complex testing and analysis to control wings and cores that tend to move differently during wind and seismic events.

The MGM City Development was the biggest construction project in the U.S., with a total project cost of more than $7 billion.

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Tameer Towers

Abu Dhabi, U.A.E.

Owner/Client
Tameer Holdings

Architect
Gensler

Completion Date
To be determined

Total Area
9,000,000 sf

Construction Cost
Confidential

Images © Gensler

The Tameer Towers Development on Al Reem Island, Abu Dhabi, U.A.E. is to be the landmark development of the Shams Masterplan, and a new iconic structure for the region.

The site is split into residential and commercial sections, and comprises two 63 story residential towers and two 43 story commercial towers. Located in a moderately active seismic zone, on reclaimed land with a high water table, it is dissected by an 8 lane highway in one direction and by a canal in the orthogonal direction.

A 76 story commercial tower is the centerpiece of the development and features one of the world's largest atriums, and a distinctive reinforced concrete diagrid exoskeleton. The diagrid creates a continuous lateral system for the tower's exterior, making it more than just an imposing façade.

The fast track design program was 18 months and excavation commenced on site in November 2007. The vast quantity of information required was able to be produced to meet tight deadlines from inception utilising 3-D CAD modeling. This allowed sections and general arrangement plans to be rapidly produced, and facilitated greater understanding of 3 dimensional co-ordination of structure with other disciplines.

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Shangri-La Hotel

Futian, Shenzhen, China

Owner
Shangri-La International Hotel Management Ltd.

Architect
Wong Tung & Partners

Completion Date
2007

Construction Cost
$160 million

Total Area
Hotel 645,835 sf (60,000 m^2)
Hotel Apartments
215,300 sf (20,000 m^2)
Offices 699,650 sf (65,000 m^2)
Retail 107,649 sf (10,000 m^2)

Futian Shangri-La consists of a mixed-use development, which includes a 180-meter tall hotel tower, two 100-meter tall office towers, a three-story underground car-parking garage, and a three-story podium functioning as retail space, hotel ballrooms, restaurants, and other hotel facilities. The complex neighbors other top-grade offices and hotels in Shenzhen and it is connected to a newly developed mass transit line.

Thornton Tomasetti's main scope of work included structural design services for the 180-meter tall hotel tower and the long-span podium structure. The tower was constructed using a conventional concrete beam-slab system, whilst the long-span podium structure used post-tensioned concrete design.

This project provides an excellent example of high-rise design and construction under challenging conditions, including severe typhoon wind load, sloping outer column, heavy loaded post tensioned transfer girder and a conservative building code. The design team achieved economical structural solutions without compromising aesthetic design integrity. The result is a beautiful new landmark for the City of Shenzhen.

Thornton Tomasetti

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Greenpoint Waterfront Open Space Improvements, Brooklyn, NY

Location
Brooklyn, New York

Client/Owner
NYCEDC

Services
Marine Engineering and Design
Underwater Inspection
Site/Civil Engineering
Geotechnical Engineering
Permitting
Construction Administration and Inspection

Contract Period
2002-2009

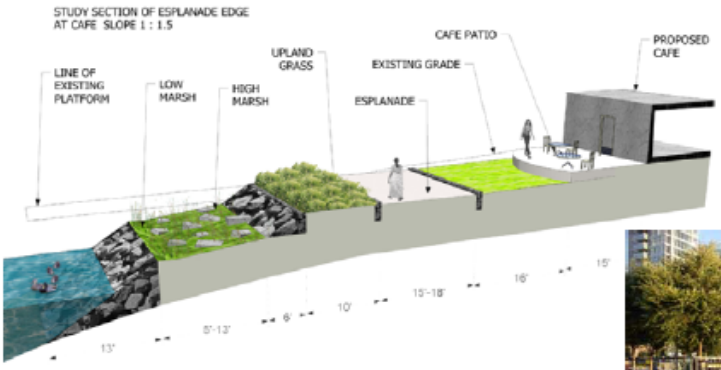
Construction Cost
(EST) $8,500,000

Reference
Donna Walcavage,
EDAW
212 Hicks Street
Brooklyn, NY
Ms. Donna Walcavage
(718) 834-0224

Project Description

As a part of continuing efforts to redevelop former industrial-use sites on Brooklyn's waterfront on the East River, McLaren provided marine, site/civil, and geotechnical engineering services for open space improvements of the properties at the end of Java Street, Kent Street, and Greenpoint Avenue. The improvements include a pier, a waterfront esplanade, and a park. Greenpoint was formerly a hub of shipbuilding and waterborne commerce, and as these industries relocated or closed down, their abandoned facilities continued to block public access to the waterfront. The Department of City Planning has rezoned these former industrial sites as residential, aiming to transform waterfront into a vital part of the Greenpoint community. The open space provides a much-needed respite from the congestion of urban living and the refurbished pier will serve as a future site for a ferry service connecting Brooklyn and Manhattan.

McLaren performed underwater inspections of the project site and waterfront structures, and reviewed all available documentation about these existing structures. McLaren generated a plan for the demolition and redesign of the existing pier at Kent Street and coordinated permitting with the NYSEDC, NYCDOS, U.S. ACOE, the EDC and the NYCDPR. For the creation of a waterfront esplanade, McLaren also created demolition plans for various existing structures and the necessary design documents for shoreline improvements to support the esplanade. McLaren developed several design alternatives for the NYCDEC's review, all of them taking into consideration cost efficiencies as well as sustainable design.



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Steel Point Development, Bridgeport, CT

Location
Bridgeport, Connecticut

Client/Owner
Bridgeport Landing Development LLC

Services
Site Civil Engineering
Marine Engineering and Permitting
Geotechnical Engineering

Contract Period
2006-2010

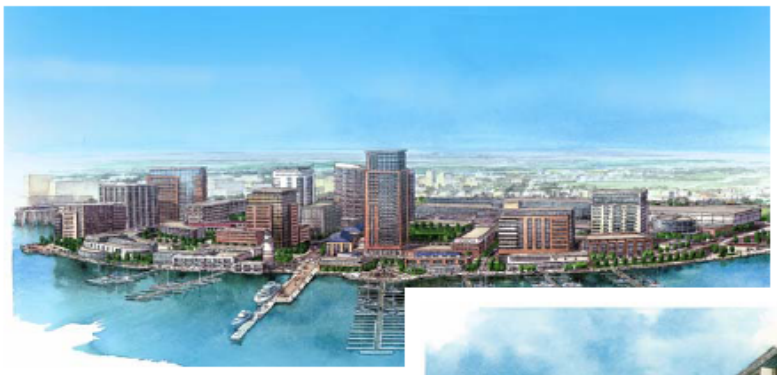
Construction Cost
$2,000,000,000

Reference
Bridgeport Landing Development LLC
Mr. Michael Stone
(917) 626-7631

Project Description

McLaren was retained to provide the site/civil, marine, and geotechnical engineering services to assist in the design and development of the former Steel Point peninsula of Bridgeport, Connecticut. With approximately 52 acres of buildable land bounded by the I-95 Interstate Highway, McLaren will help to transform this mostly vacant industrial waterfront property into a mixed-use development. The proposed development program for the project site as it stands today includes but is not necessarily limited or restricted to the following:

✓ Retail Center	732,400 sf
✓ Main Street Retail	152,330 sf
✓ Waterfront Retail/Entertainment	98,054 sf
✓ Convenience Retail/Grocery	31,164 sf
✓ Residential	3,500 units
✓ Yacht Club/Marina	30,476 sf
✓ Office	168,427 sf
✓ Hotel/Convention	271,361 sf
✓ Public Open Space	10 acres
✓ Retail/Entertainment Parking	4,539 spaces
✓ Residential Parking	3,162 spaces
✓ Hotel/Convention Parking	850 spaces
✓ Office Parking	505 spaces
✓ Marina	300 Slips
✓ Extension of Main Street Pier	
✓ Waterfront Esplanade	
✓ Amphitheatre	



McLaren's Role

Site Civil Engineering

Located on the Long Island Sound, the Steel Point site was a former industrial location operated by United Illuminating (UI) that contained a steel mill, manufactured gas plant, power plant and substation, and contains some remains and underground structures from its past industrial use. Currently, the site contains several small mixed-used buildings and an active marina. Key issues McLaren is addressing for the site/civil component of this project include flood plain impacts, stormwater management, maintenance and protection of traffic, demolition and removal of existing structures, utilities, integration with I-95, internal traffic circulation, and integration of an existing esplanade.

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Marine Engineering and Permitting

McLaren engineers are working to incorporate as much as possible of Steel Point's chief attraction: the waterfront. The esplanade, 300-slip marina, yacht club and other attractions will capitalize on the development's prime location on the Long Island Sound in order to provide the most enjoyable experience possible for residents and visitors alike. McLaren P.E. divers will conduct underwater inspections to determine the integrity of existing structures, and marine design engineers will both integrate those structures worth retaining while also coming up with creative solutions for how to support new waterfront venues. McLaren must address several key components in its marine engineering services, including public access to the waterfront, shoreline stabilization, esplanade design, public pier design and permitting, marina design, hydrographic surveying, and dredging. McLaren's experience in handling and submitting documentation for marine permits will be instrumental in expediting the redevelopment process.

With its boundary of I-95, adjacency to the Bridgeport Train Station that services both Amtrak and Metro-North services, and the Port Jefferson to Bridgeport Ferry located just to the west, the Steel Point site has the unique opportunity to take advantage of all these modes of transportation and add to its residential and commercial desirability. McLaren, as a leader in the ferry and water taxi design industry, has evaluated all possible landings on the Long Island Sound through the NYMTC's Long Island Sound Intermodal Transportation Study. Bridgeport has been identified as a primary location for a waterborne transportation network and McLaren anticipates the prospect of building such a structure on the Steel Point peninsula.

Geotechnical Engineering

From a geotechnical perspective, the project will involve developing a plot of land situated between two rivers and consists of bank run deposits, compressible and/or possibly environmentally impacted organic soils, as well as previous miscellaneous fill and abandoned building slabs and foundations. The uneven grade of the site demands McLaren to use various amounts of fill to meet the required 10 foot elevation for the proposed buildings. McLaren is investigating cost effective solutions to the geotechnical challenges posed by the Steel Point site, as having the right plan will mean substantial savings in the overall project budget.

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Carnival Corporation Marine Engineering
Pier Rehabilitation Services – Cozumel, Mexico

Location
Cozumel, Mexico

Client
Carnival Corporation

Project Type
Design-Build

Services
Marine Engineering
Underwater Inspection

Contract Period
2002

Project Description

McLaren Engineering provided professional engineering support services for the rehabilitation of an existing mooring dolphin and cruise ship docking facility located in Cozumel, Mexico. The mooring dolphin was accidentally struck by a docking vessel as a result of the strong currents off the shoreline. Although immediate damage was visible to the fender systems and mooring dolphin, in-depth underwater investigations revealed that scour around the footings also compromised the structural integrity of the dolphin. It was determined that the ensuing scour was the result of the new azipod thruster technology.

McLaren's Role

McLaren's role on this project was to provide professional engineering support services for the successful rehabilitation of the mooring dolphin. Repair schematics and specifications were issued to address the fender damage and restore the condition of the mooring dolphin. In addition, rehabilitation recommendations were made to address the scour problems at the footings. This was accomplished by using prestressed anchor tie rods, which extended through the top of the deck and were grouted in place. McLaren provided inspections, analyses, assessments, recommendations, and estimated repair costs in the form of a Summary Letter Report. The report included figures and photographs.

Project Highlights

- Underwater Inspection Services
- Condition Survey and Assessment
- Preparation of Alternative Repair Options
- Estimated Costs
- Summary Letter Report

Reference

Carnival Corporation
3655 NW 8th Avenue,
Miami, Florida 33178-2428
Mr. Giora Israel
Vice President Strategic Planning
(305) 406-8642

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Roseland Port Imperial Mixed-Use Development

Location
Weehawken and West New York, New Jersey

Client
Roseland Property Company

Project Type
Site Development

Services
Structural Engineering
Foundation Engineering
Shoreline Stabilization
Construction Oversight
Services

Contract Period
1995 - 2010

Construction Value
$1,700,000,000

Project Description

McLaren worked with the Roseland Property Company since the mid-1990s on the development of Port Imperial, a $1.7 billion master planned waterfront community, along two miles of the Hudson River, in West New York and Weehawken, New Jersey. Port Imperial consists of 6,500 residential units and approximately 2 million square feet of commercial space, including office, retail, entertainment, and a full service hotel.

Challenges included:

- Creating a new residential and commercial development on a former rail yard
- Dilapidated existing waterfront structures
- No infrastructure
- Contaminated soils
- Existing deep organic soils were not able to support buildings on conventional spread

Waterfront Esplanade

McLaren provided shoreline stabilization design, geotechnical design, soil surcharge design, and soil monitoring programs, and provided the structural design and construction oversight of a number of the buildings in Port Imperial. McLaren has incorporated industrialized construction techniques in the structural design by designing light-gage steel load bearing wall buildings where the light-gage bearing walls were fabricated off site in a controlled environment, brought to the site, and erected, saving construction time and overall building costs.

Reference

Roseland Properties
233 Canoe Brook Road
Short Hills, New Jersey 07078
Mr. Joe Tricarico
(973) 218-2380

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Highbourne Cay, Bahamas

Location
Highbourne Cay, Bahamas

Client/Owner
Highbourne Cay Yacht Club, Ltd. (HCYCL)

Services
Structural Engineering
Site/Civil Engineering

Contract Period
2008-2010

Reference
Selim Koder Architects
270 Lafayette Street
New York, New York 10012
Mr. Barry Yanku
212 431 3980

Project Description

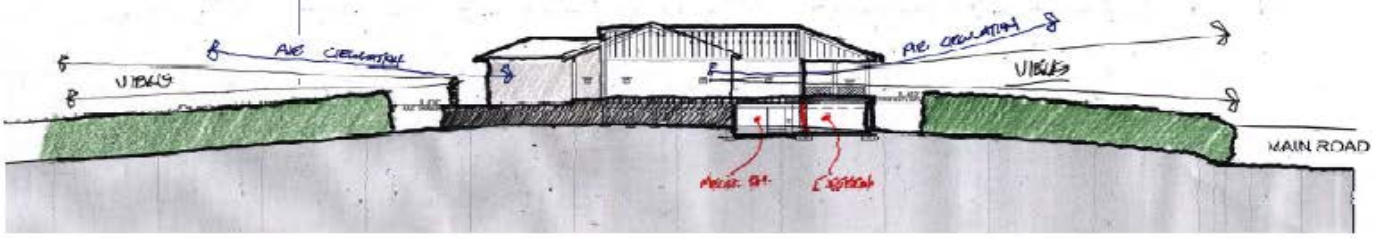
McLaren is providing structural and site/civil engineering services for the new residential development on Highbourne Cay, Bahamas. This 500-acre island is a private island in the Exuma Sound, approximately 60 miles south of Nassau. Development includes the design of 6 exclusive guest cottages, a new marina bar and restaurant, and planning for 3 private residences on the island. The project provides the challenge of designing for tropical conditions on a remote island. Simplification and design of materials is critical to meeting local construction, trade issues and meeting project budget.

McLaren's Role

McLaren is providing structural and site/civil engineering design services including:

- Site Investigation
- Layout and Grading
- Irrigation Design
- Structural Design
- Drainage Design
- Construction Administration

Schematic Plan View



Sight Line Study

MEG project #

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Waterfront Facilities Investigation
Indefinite Quantity Contract for the U.S. Navy

Location
Worldwide

Client/Owner
U.S. Navy

Services
Underwater Investigation
Condition Assessment
Repair and Rehabilitation Design

Contract Period
1999-2004

Construction Cost
$7,500,000 (upset fee)

Project Description

As part of an Indefinite Quantity contract (Contract Number N47408-99-D-8008 & N47408-02-D-8307) with the U.S. Navy, McLaren has provided underwater inspection, condition assessment, and repair and rehabilitation design services at a variety of Navy facilities worldwide. These facilities include:

Defense Fuel Supply Pier – Manchester, WA – McLaren performed a Level I & II underwater inspection of the Small Boat Basin Facility. All accessible structural elements of the pier (above and below the deck) were inspected. The elements included: the finger pier, float guide piles, mooring platforms, the walkway, two dolphins, and fender piles. Based on the inspection findings, the structural condition of the inspected structure was assessed and recommendations were provided for further investigation and repair work with cost estimates.

U.S. Naval Base, Pearl Harbor, HI – McLaren performed an underwater condition assessment of facilities at the Naval Submarine Base at Pearl Harbor, Hawaii. Facilities inspected included the Small Craft Berthing, Wharves S1, S1-S10, S13, S14, S20, S21, Y2, Y3A, Y3B, and K1, as well as Pier S8/S9. A comprehensive report was prepared detailing the results of findings, descriptions, structural analyses / assessments, conclusions, photo-documentation, drawings of the facilities (showing deficiencies), site layout (inventory), and repair recommendations and cost estimates.

Vandenberg Air Force Base in Vandenberg, CA – McLaren performed the underwater inspection and assessment of the structural members supporting the waterfront facilities. A Level I & II underwater inspection was conducted for the main bulkhead, while Level I, II & III underwater inspections were conducted for the dolphins. Above water inspection elements include caps, stringer, deck beams, under deck areas, fasteners, bolts, and similar above water structural elements.

U.S. Yankee Pier Coast Guard Center in New York City, NY – McLaren performed a detailed condition assessment of the southern portion of the Yankee Pier due to damages caused by a cargo ship collision with the pier. Other services provided include detailed underwater inspections, structural analysis, repair recommendations, and construction cost estimates. A technical report was prepared using the U.S. Navy formats and guidelines, which included descriptions, observations, assessments, conclusions, recommendations, photographs and figures.

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Waterfront Facilities Investigation
Indefinite Quantity Contract for the U.S. Navy

U.S. Naval Amphibious Base in Little Creek, VA – McLaren was retained to perform underwater and topside inspection of the two fuel piers (Piers 19 and 35) at the base. A letter report was prepared that summarized the findings of the inspection, and provided recommendations for repairs and improvements with cost estimates.

U.S. Naval Weapons Station – Concord, CA – McLaren completed a re-inspection of several waterfront facilities at the Naval Weapons Station in Concord, California at Suisin Bay. The piers at this facility are used by the Navy primarily for transfer of weapons (both on- and off-loading) to rail and truck transport systems. The facilities inspected included two large ammunition handling piers (Piers 3 and 4) and five mooring structures. Several railroad and highway bridges crossing sloughs adjacent to the waterfront were also inspected. Our investigation encompassed more than 10,000 timber piles spanning two linear miles of platform. In addition to structural assessment, load ratings and cost estimates for repair were provided.

Barksdale AFB Bridge Inspection, Shreveport, LA – McLaren performed an underwater inspection of the Red Chute Bayou bridge's structural elements due to concerns over observed lateral displacements of the bridge during springtime high flood water levels. The primary concerns of the air force personnel were the structural condition of the bridge and its ability to provide access to and from the base for passenger vehicle traffic and trailer trucks. Also conducted was an assessment of the bridge, documentation of findings, and inspection of the pipe trestle on the south side of the bridge.

Naval Magazine Piers, Lualualei, HI – McLaren performed an underwater condition assessment of facilities at the Naval Magazine Pearl Harbor. Facilities included in the inspection were wharves W1-W3 and Wharves W4-W5. McLaren prepared comprehensive reports detailing the results of inspection findings, which encompassed photo documentation, drawings of the facilities depicting deficiencies, site layout (inventory), and recommendations for repair including cost estimates.

U.S. Naval Weapons Station – Everett, WA – McLaren completed a re-inspection of several waterfront facilities at the Everett Naval Station at Puget Sound. The facilities inspected included: Pier A (Carrier Pier), Pier B (Breakwater Pier), North and South Wharves (Parking Areas), and Piers D and E (Timber Piers). Our investigation encompassed over 3,000 concrete piles and 1,200 timber piles. In addition, structural assessment, load estimates, repair recommendations, and cost estimates were provided, and drawings prepared.

Reference

U.S. Department of the Navy
901 M Street, SE, Building 218
Washington, D.C. 20374
Mr. Alex Viana
(202) 433-5516

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Maxwell Place on Hudson

Location
Hoboken, New Jersey

Client
P.T. Maxwell, LLC

Project Type
Site Development

Services
Site/Civil Engineering
Marine Engineering
Permitting
Design
Construction
Administration

Contract Period
1999-2009

Construction Value
$500,000,000

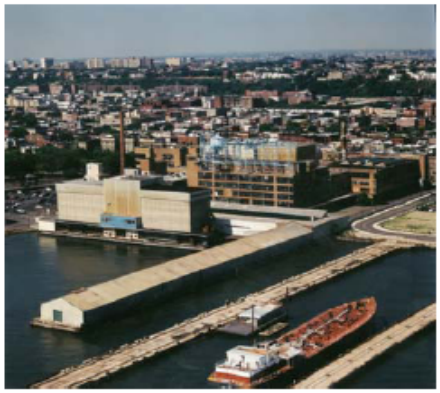
Reference
P.T. Maxwell, LLC
1125 Hudson Street
Hoboken, New Jersey
07030
Mr. Doug Bush
(201) 792-9220

Project Description

McLaren is working with P.T. Maxwell, LLC on converting the former Maxwell House coffee industrial site to a planned residential mixed-use development along the Hudson River. This waterfront community is designed to preserve views and maximize open space in accordance with NJDEP's Hudson River Waterfront Walkway (HRWW) guidelines.

Former Maxwell House Site

Maxwell Place on the Hudson will consist of over 800 condominiums on 24 acres of waterfront property. The central focus of Maxwell Place will be a waterfront park that will include a beach and the restoration of Elysian Fields, the site on which the first baseball game in America was played. Maxwell Place on the Hudson will also feature 200,000 square feet of commercial and retail space that will host a luxury restaurant and shopping amenities, a fitness center, a rooftop pool and garden, and 1,500 parking spaces.



When the six-building Maxwell House complex opened on the Hoboken waterfront in 1939, it was the world's largest coffee plant. Considered the first application in this country of Bauhaus architecture to industrial design, these elegant buildings feature simple construction, open floor plans, glass-ribbon wall curtains, glazed corners, and yellow brick walls. The plant handled the entire process of industrial coffee production, from dockside bean delivery through cleaning, roasting, grinding, and canning. The plant closed in 1992.

The project has required the investigation and understanding of the existing infrastructure systems that serviced the prior manufacturing facility. The new planned development required the construction of new upgraded utilities. The Master Planning of these services was a crucial first step in the design process. A key component of this planning was the incorporation of the existing combined sewer that passes through the site into a new utility design without altering its function and location. By understanding the existing system capacities, McLaren was able to work with the project team to develop the new infrastructure system to meet the project demands. This planning was then implemented in the construction and permit documents.

Other Project challenges include:

- Stabilization of an unstable shoreline
- Repair of dilapidated piers
- Permitting for emergency fire access and dock
- Maintaining view corridors
- Providing access to the river

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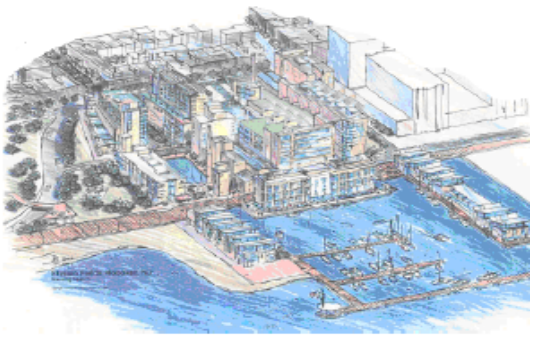
The project includes the construction of a riverside public park comprised of a 1,800 linear foot promenade along the Hudson River waterfront and various public amenities. A portion of this work will be funded through a federally administered New Jersey Department of Transportation Enhancement Act (TEA) grant. McLaren has worked with the project landscape architect to develop plans and sections for the promenade and has coordinated with the City of Hoboken to secure funding and approval from the NJDOT. The park and promenade will include construction of on-grade walkways, pedestrian piers over the Hudson River, an emergency boat ramp, lighting, landscaping, and various park and playground amenities.



McLaren is providing site/civil, infrastructure, and marine engineering services. This includes construction documents of demolition, and reconstruction of the existing pier and platforms, utilities, and roadway design. McLaren has prepared the permits for the New Jersey Department of Environmental Protection Waterfront Development, Boat Launch and Treatment Works Authority, the North Hudson Sewer Authority, City Planning Board, and Soil Erosion Approval.

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Williamsburg, The Edge Waterfront Redevelopment

Location
Brooklyn, New York

Client
Douglaston Development

Project Type
Marine Structures
Shoreline Stabilization

Services
Underwater Investigation
Marine Engineering
Site/Civil Engineering
Structural Engineering
Geotechnical Engineering
Permitting
Design
Construction Cost Estimating
Bid document Preparation
Construction Inspection and Administration

Contract Period
2003-2008

Construction Value
N/A (at this time)

Reference
Douglaston Development
42-06 235th Street
Douglaston, NY 11363
Mr. Michael Kaye
(718) 281-0550 Ext. 315

Project Description

For this waterfront development project along the East River at the Northside Williamsburg site between N5th Street and N10th Street, Williamsburg, Brooklyn, McLaren provided the above and underwater inspection of piers and bulkheads; developed and implemented a geotechnical program to evaluate soil conditions; carried out a site/civil inspection which included a site inventory study concerning utilities; performed feasibility studies for water-related activities (i.e. fishing piers, water taxi landings, ferry terminals, waterfront esplanade); and provided waterfront permitting services. In addition, McLaren performed the detailed design for maintenance repairs to the seawall and shoreline stabilization, created construction documents, provided cost estimates and construction support, including bid assistance.

McLaren is currently assisting the client in developing the property for residential uses, with the goal of maximizing the number of residential units that face the Manhattan skyline. McLaren will be involved with future design and construction management services for this large-scale mixed-use waterfront development.

Project Highlights:

- Level I Inspection (visual inspection) of piers and bulkheads
- Level II Inspection (hands-on or tactile inspection) on five percent of piles on each pier, to assess extent of marine borer activity and timber pile condition
- Pencil cores on typical piles
- Soil boring program
- Ground water monitoring program
- Identification and classification of soil stratigraphy
- Shoreline stabilization
- Site/Civil Inspection including utilities inventory
- Identification of relevant permitting issues
- Feasibility studies of development of alternative waterfront structures, including associated costs
- Preparation of Contract Bid Documents

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Battery Park City Ferry Terminal

Location
Battery Park City, Lower Manhattan

Client
Port Authority of New York & New Jersey

Project Type
Ferry Terminal

Services
Marine Engineering
Structural Assessment
Design Services

Contract Period
1998-2008

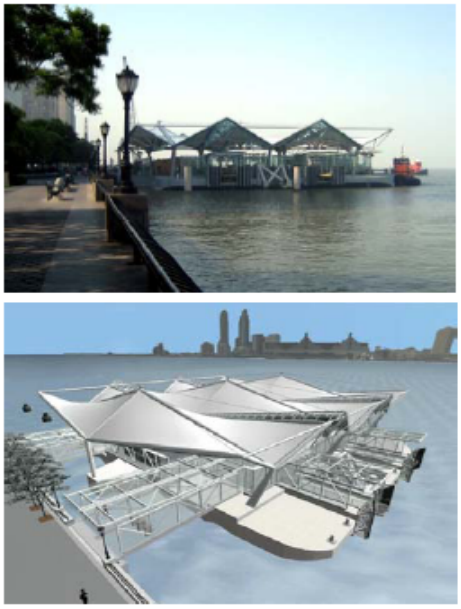
Construction Value
$70,000,000

Reference
Port Authority of New York & New Jersey
115 Broadway, 7th Floor
New York, New York 10006
Ms. Nilgun Ozdemir
(973) 792-4766

Project Description

New York Construction best of award
Best Public Works Project

The Battery Park City Ferry Terminal was originally constructed in 1989 to provide ferry service between Hoboken and Battery Park City. The original facility was a temporary structure consisting of a floating landing terminal and appurtenances. The Port Authority of New York & New Jersey contracted McLaren to provide structural and marine engineering services for the design of a permanent floating ferry terminal, which will provide the facility a minimum 25-year life. The facility is the largest of its kind in the United States, encompassing more than ¾ acres of floating structure.



Battery Park City Ferry Terminal (Actual v. Rendered Views)

McLaren's services under this contract involved preparation of Stage I – Schematic Design Documents, Stage II – Preliminary Design Documents, Stage III – Detailed Design Documents, and Stage IV – Construction Administration. The floating terminal structure consists of a mono-hull main terminal; two anchorage towers anchored to bedrock, 75 feet below the water; and pedestrian walkways connecting to the Battery Park City Esplanade. McLaren was also responsible for the design of ADA-compliant access ramps to the ferries, fendering, staging, and constructibility.

The technical design involved static and dynamic analyses of floating structures in accordance with the principles of Naval Architecture. The facility accommodates all six degrees of freedom by restraining three and allowing three motions. Complicating its design was the requirement to minimize interruptions to the existing ferry service. Once constructed, the facility will become an aesthetically prominent feature of New York City's waterfront.

Project Highlights

- Dynamic Response Analysis
- Computer Modeling and Simulation
- Prestressing of Rock Anchors
- Buoyancy, Flotation and Damage Stability
- Mechanical Engineering of Deployable Ramps
- Glass and Glazing
- Geotechnical Analysis, Rock Mechanics, Pile Driving and Rock Coring
- Ferry Operations and Passenger Flow
- Fendering and Energy Dissipation
- Materials Expertise for Piers, Bearings, Fenders, Moving Parts
- Corrosion Control
- Fabric Structures Interaction
- Permitting & ADA Compliance
- Underwater Inspection Services

98196

McLaren Engineering Group

Continental Advisory Services, LLC
Unbiased Financial Expertise™

Jacob H. Yahiayan
Managing Member

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Contact: Jacob Yahiayan

APPROACH

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Contact: Jacob Yahiayan

SECTION 4. THE APPROACH

To implement the RFQ which on a commercially reasonable basis will lead to a RFP, the individual firms will provide, through Continental Advisory Services, its proprietary design, engineering, and construction value chain strategy ("E&C") coupled with its unique capability to invest as well as raise project finance funding.

To support the Owner, the individual firms will provide on a commercially reasonable basis the necessary multidisciplinary services as well as collaborate with leading industry hospitality and media firms. CAS is in exploratory discussions with Hyatt, Warner Music Group, David Burke, and GKBrand.

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Section 5. Fees

To be determined.

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SECTION 6. BIOGRAPHIES

Thomas Z. Scarangello, P.E. – Chairman
Thornton Tomasetti

Thomas Z. Scarangello is Chairman of Thornton Tomasetti, Inc. He has more than 25 years of experience in structural engineering and management, with an expertise in the application of state-of-the-art engineering technologies for building analysis, design and construction, including 3-D modeling and interoperability. Tom has provided structural engineering services for a variety of building types, from long-span sports and entertainment arenas and stadiums to high-rise commercial and mixed-use buildings, in both steel and concrete. A registered professional engineer in 22 states, he has published numerous papers, authored many articles and publications, and served as an expert witness.

He was named one of *Engineering News Record's* "Top 25 Newsmakers of 1996" for his work on the Gaylord Entertainment Center in Nashville, TN. He has given many guest lectures and has served as an adjunct professor at Manhattan College. He has bachelor's and master's degrees in civil engineering from Manhattan College

Malcolm G. McLaren, P.E., SECB – President and CEO
McLaren Engineering Group

Malcolm McLaren, after graduating from Cornell University undergrad and Rutgers University for graduate school, started his business out of his basement in 1977. Recognizing the need, he offered a unique service of examining structures underwater and found a niche market which he has developed into a 110 person, 7 division, forward thinking business. Now with 35 years of engineering experience, 8000 projects nation and worldwide including the stage for Cirque du Soleil Ka and development of the Hudson River, Mr. McLaren is one of the most successful businessmen in New York State.

Jacob Yahiayan – Managing Member
Continental Advisory Services, LLC

During his 20 years in corporate banking, Jacob H. Yahiayan, Founder and Managing Member of Continental Advisory Services, LLC, has successfully structured more than US $5 billion in corporate financing in North American and international markets. In his last management role, Mr. Yahiayan was the Assistant General Manager and Head of Corporate Banking at a subsidiary of Standard Chartered Bank, PLC. Previously, Mr. Yahiayan was the Vice President of the Corporate and Institutional Group for Standard Chartered Bank's New York Branch and Head of Credit and Business Development for the New York Branch of Bank Bumiputra Malaysia Berhad. Mr. Yahiayan received his BA from New York University, MBA from New York Institute of Technology, International Management Certification from INSEAD, Fontainebleau-France, and an M.Sc. in Education from CUNY-Brooklyn College. Mr. Yahiayan also is a licensed registered investment advisor in NY, FL, TX & CA, and holds a New York State Real Estate Broker's License.

Aldo Andreoli, P.E. – Managing Director
Continental Advisory Services, LLC

Mr. Andreoli has over 35 years of experience in civil and environmental engineering working with Northville Industries, Suffolk County Department of Health Services, Southampton Village, and other prominent institutions. Mr. Andreoli is a licensed Professional Engineer in the states of New York and New Jersey, and teaches at SUNY Stony Brook. Additionally, Mr. Andreoli has been awarded Engineer of the Year Award from the National Society of Professional Engineers and Civil Engineer of the Year Award from the American Society of Professional Engineers. Mr. Andreoli received his MCE from NYU and a Fulbright Grant Recipient, Laureate at the University of Naples

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Contact: Jacob Yahiayan

Wayne Clark, PE – Managing Director
Continental Advisory Services, LLC

With over 30 years expertise in multi-disciplinary engineering projects, Mr. Clark brings a unique level of project and engineering expertise. Mr. Clark earned his Bachelors in Science from CUNY City College and Masters in Science in Mechanical Engineering at Columbia University.

Frank Mruk, AIA, RIBA, FStratPS, SMP – Managing Director
Continental Advisory Services, LLC

With over 30 years expertise in project management efforts at leading international financial institutions, including AIG and Morgan Stanley, Mr. Mruk brings a unique level of expertise in large complex P3 projects. Mr. Mruk earned his MBA from Pace University and a Bachelors of Science in Architecture from PRATT Institute.

Stephanie A. Yahiayan - Associate
Continental Advisory Services, LLC

Ms. Yahiayan has a proven track record in preparing complex RFI/RFP/RFQ documents. Ms. Yahiayan is finalizing her Bachelors in Science in Civil Engineering with minor in Construction Management at the Polytechnic Institute of New York University.

Dr. Charles Thornton, PE – Executive Advisor

Continental Advisory Services, LLC

Dr. Thornton is the founding member of Thornton Tomasetti, an internationally renowned multi-disciplinary professional engineering firm, ranked among the ENR top 150 professional engineering firms. Dr. Thornton is also the founding member of TTG Corporation which has a U.S. patented structural design engineering capabilities.

Harry Spring, PE, LEED, AP – Senior Managing Partner

WASA/Studio A

With over 35 years of experience in the architecture and MEP design, Mr. Spring's expertise includes commissioning, sustainable design, lighting design and mechanical, electrical and fire-protection engineering design for governmental, institutional, residential, commercial and medical and health-related facilities. Mr. Spring earned his Bachelors of Science in Electrical Engineering from the City College of New York.

Contact List

Jacob Yahiayan, Managing Member
Managing Member
Continental Advisory Services, LLC
The Seagram Building
375 Park Avenue, Suite 2607
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(o) 212 – 634 - 4831
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CERTIFICATION OF INFORMATION

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.
- Compliance to all applicable laws, regulations or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individuals.
- Unless fully disclosed in the response, neither the firmed names below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual singing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addends have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any form (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based. And that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTF Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm names below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Continental Advisory Services, LLC
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Contact: Jacob Yahiayan

Date : February 6, 2012

Signed:

Name: Jacob H. Yahiayan

Title: Managing Member

Name of Firm: Continental Advisory Services, LLC

Under the Law of the State of: New York State based LLC

Legal Address: 375 Park Avenue, Suite 2607
New York, New York 10152

Telephone: (212) – 634 -4831

Web: www.continentaladvisory.com

gsmprjct°

Response to the
Request for Qualifications

For the
Development Services

and for an
Operator/Manager

of the

One World Trade Center Observation Deck

Proposal for the design, production and operation/management of the One World Trade Center Observation Deck.

gsmprjct°, the **only firm** to have planned, designed, produced and launched the observation deck for the **tallest building in the world** and the only firm to be planning, designing and producing the viewing galleries for the **tallest building in Europe**, proposes a team headed by Anders **Nyberg**, Daniel **Thomas** and Yves **Mayrand.**

Nyberg and Thomas bring over 30 years of combined experience in observation deck operations, visitor services and ticket sales and Mayrand over 25 years in design and creative direction. In addition, gsmprjct° holds a 53 year standing in design and visitor experience production on large-scale international visitor attractions such as the National Museum of Singapore, The Canadian Pavilion at the Shanghai Expo 2010 and the international touring exhibition *Indiana Jones and the Adventure of Archaeology.*

For both buildings, gsmprjct° worked with industry veteran, Andy Nyberg, former General Manager of SkyDeck at the Sears Tower (now Willis Tower). This proven team is now joined by Daniel Thomas, a young, yet seasoned operator responsible for the successful re-launch of two observation decks, the Sky Tower in Auckland, New Zealand and the John Hancock Observatory in Chicago. For One WTC, gsmprjct° will also be working with long-time collaborator, New York architect, Antony Di Properzio, a New York City code and permit specialist with over 30 years of experieuce.

Our portfolio of expertise is relevant and recent whilst maintaining a solid track record for safety and delivering quality experiences. Past projects and operations include:

- **The Shard London Bridge,** *Viewing Galleries*, **London**, tallest building in Europe (opens 2012)
- **Burj Khalifa**, *At the Top* viewing gallery, **Dubai**, tallest building in the world
- **Willis Tower** (formerly Sears Tower), *Sky Deck,* **Chicago**, tallest building in USA
- **The John Hancock Center**, *John Hancock Observatory,* **Chicago,** 6th tallest building in USA
- **Sky Tower**, **Auckland**, New Zealand, tallest freestanding structure in the Southern hemisphere.

Having designed and developed visitor experiences that attract through-puts of over **1,000,000 visitors per year** and one that averaged **30,000 visitors per day** (Canada pavilion in the Shanghai Expo 2010) **gsmprjct°** has the skills and knowledge to manage the logisitics for and design an experience that will engage a high volume of visitors.

Moreover, the direct experience of working together on the Burj Khalifa and the Shard strengthens the team's working synergy and demonstrates our full understanding and appreciation of the calibre and levels of security that will be required for the Observation Deck of One World Trade Center. We also appreciate the benefits of local knowledge and of having a local office, as we found with the National Museum of Singapore and the Burj Khalifa in Dubai. Therefore, if our bid is succesful we will set up a New York office to support the WTC operations. This office would be under US management.

It would be an honor to work on a project of such historical importance and cultural significance. We thank you for your consideratiou and look forward to hearing from you with regard to the second round of submissions.

Sincerely,

Exhibit B – Company Profile

1. Company history

Established in 1958, gsmprjct° was the first multidisciplinary design office in Canada and is responsible for the design of numerous landmark projects in various fields, including but not limited to:

- **Star Wars Identities** in the design phase - traveling exhibition in partnership with Lucasfilm (in the design phase)
- **The Viewing Galleries** - visitor center and observation decks at The Shard London Bridge (in the design phase)
- **At The Top**, the Burj Khalifa's visitor center and observation deck (2010)
- Several **pavilions** at Expo '67, '86, '98 and 2010,
- The **National Museum** of Singapore (2006)
- The **Lincoln Pavilion** at the US Open – Flushing Meadows NY – (2000 to 2005)
- The Montreal **Science Center** (2000)

gsmprjct°'s work spans a range of mediums and disciplines always with the visitor experience at the focus. The strength and success of our designs comes from the energy we put into fully understanding the logistics and architectural environment of our project. This awareness means that the design is always pertinent, engaging and seamless.

Striving to provide better solutions to meet new and evolving needs in design, gsmprjct° has developed in-house multidisciplinary resources. As a result we offer a range of comprehensive services — including research, design, technology development, multimedia content creation, as well as project management, fabrication, maintenance, and operations facilities. We are highly adaptable as a company and this approach, combined with the collective's sensitivity to cultural identity and proficiency at tapping into local expertise, means consistent delivery of high caliber projects and the creation and implementation of great design.

2. Number of years in business

53 years

3. List names of officers/directors

Yves Mayrand – President – Chairman of the Board - Owner

4. Primary contact

Vincent Brie
777, de la Commune West, suite 200
Montreal, Quebec H3C 1Y1
Canada
Cell: [redacted]
Email: vincent.brie@gsmprjct.com

5. Webpage address

Main: www.gsmprjct.com

Tellscope proprietary technology: www.tellscope.com

6. Financial statements

a. The work will be done from our Montreal office until we establish a US Entity.

b. We are not registered in the USA we do not have a Federal tax ID number

c. Credit References:

HSBC Bank Canada Inc

Jean Gagné, MBA, CMA
Senior Relationship Manager, Business Banking
2001, McGill College, Suite 200
Montreal, Quebec H3A 1G1
Email: jean.x.gagne@hsbc.ca
Tel: 514 285-8617

RBC Royal Bank

Louie Porco, MBA
Account Manager, Media & Entertainment
Senior Account Manager, Commercial Financial Services
1, Place Ville Marie
Montreal, Quebec H3C 3B5
Email: luigi.porco@rbc.com
Tel: 514 874-7980

Export Development Canada

Bruno Chaput
Account Manager
800 Victoria Square, Suite 4520
P.O. Box 124, Tour de la Bourse
Montreal, Quebec H4Z 1C3
Email: bchaput@edc.ca
Tel: 514 876-7130

d. Dunn & Bradstreet Credit Reports

NOTE: Do NOT close this window before you print & save the reports below. Once you close this window you will not be able to view the reports again.

Qty	Company	Report Name	Price
1	**Legal Name:** GSMPrjct Création Inc	Business Information Report	$114.95
1	**Legal Name:** GSMPrjct Création Inc	Payment Profile Report	$59.95
1	**Legal Name:** GSMPrjct Création Inc	D&B CreditCheck	$29.95

Business Information Report

Back to Top

IN DATE

20-693-4957

LAST FULL REVISION: OCT 26 2010
MOST RECENT UPDATE: NOV 01 2011

GSMPrjct Creation Inc

RATING ER6

777 rue de la Commune O bureau 200
Montreal PQ H3C 1Y1

SUMMARY

CONTROL YR 1977
EMPLOYS 13
RECORD Clear
OPERATION Comm&ind design
SIC 7399

TEL: 514 288-4233
FAX: 514 288-3820

Yves Mayrand, Pres

PAYMENTS

D&B Canada receives millions of payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. Below is a summary of the company's payments, segmented by the amount of credit extended.

IN FILE:	NUMBER OF EXP	AMOUNT ($)	% TOTAL HIGH CREDIT AMOUNT DISCT PROMPT %	---- DAYS SLOW ---- 1-30 %	31-60 %	61-90 %	91+ %
12 months ending Nov 2011	15	4945	96	2	2	0	0
3 months ending Nov 2011	5	375	80	0	20	0	0
Credit extended: $100.+	0	0	0	0	0	0	0
($000) $50-99.9	0	0	0	0	0	0	0
$15-49.9	0	0	0	0	0	0	0
$5-14.9	0	0	0	0	0	0	0
$1-4.9	2	4000	100	0	0	0	0
less than $1.0	13	945	84	8	8	0	0
Trade at net terms	5	4195	100	0	0	0	0
Trade at discount	0	0	0	0	0	0	0
Cash Experiences	0	0					
Placed for Collection	0	0					
Unfavourable Comments	0	0					

Note: In some instances, payments beyond terms can be the results of overlooked invoices or disputed accounts. Remember that accounts are sometimes placed for collection even though the existence of debt, or the amount, is disputed.

INDUSTRY PAYMENTS

Below is a summary of the company's dollar-weighted payments, segmented by the suppliers' primary industries:

	TOTAL RCV'D	TOTAL DOLLAR AMOUNTS	LARGEST HIGH CREDIT	% W/IN TERMS %	---- DAYS SLOW ---- 1-30 %	31-60 %	61-90 %	91+ %
Total in D&B's file	16	4945	2000					
Payment By Industry:								
1 RET PERSNL COMPUTER	5	4195	2000	100	0	0	0	0
2 WHL COMMERCL EQUIP	5	375	75	100	0	0	0	0
3 WHL SEMI-FINSHD PDT	1	0	0	0	0	0	0	0
4 INTERNATIONAL TRADE	5	375	75	60	20	20	0	0
Other Payment Categories:								
Cash experiences	0	0	0					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collection with D&B	0	0						
Placed for collection other	0	N/A						

The highest "Now Owes" on file is $75.
The highest "Past Due" on file is $ 0.

DETAILED PAYMENT EXPERIENCES

DATE REPORTED	PAYMENT RECORD	HIGH CREDIT	NOW OWING	PAST DUE	SELLING TERMS	LAST SALE
11-2011	Ppt	75	75			4-5 mos
10-2011	Ppt	75	75	0		1 mo
	Ppt	75	75			2-3 mos
09-2011	Ppt	75	75	0		1 mo
	Slow 60	75	75			2-3 mos
08-2011	Ppt	75	75	0		1 mo
	Slow 30	75	75			1 mo
07-2011	Ppt	75	75	0		1 mo
	Ppt	75	75			1 mo
	Ppt		0	0		4-5 mos
06-2011	Ppt	75	75	0		1 mo
	Ppt	65	0	0	N30	6-12 mos
05-2011	Ppt	2000	0	0	N30	6-12 mos
	Ppt	65	0	0	N30	6-12 mos
04-2011	Ppt	2000	0	0	N30	6-12 mos
	Ppt	65	0	0	N30	6-12 mos

FINANCE

10-26-2010 Yves Mayrand, Pres, was absent.

HISTORY

Corporation registered federal law 12-19-1977. Business commenced 12-19-1977. Present control succeeded 1977.

Mayrand, Yves, Pres, director. Active with subject since 1986. In current position since 2003.

RELATED CONCERNS

GSM Production Inc
3236170 Canada Inc
GSM Design Exposition Inc
Laurent Marquart Inc
GSM Design Exhibits (Singapore) Inc

OPERATION
7399 0153 Engaged in design, commercial and industrial.
Part of the work subcontracted.
Principal clients: commercial concerns, governments, institutions.
Principal territory: international. Exports. Principal selling terms: contract basis 100%. 5 active accounts (5 active accounts last year).
Employs 13. (Employed 13 last year).
FACILITIES: Rents 312 sq.m, brick building.
LOCATION: Residential section.

/** (119//135/000) F F 1 **/

Royal Bank, 1 Place Ville-Marie Ste 4E, Montreal, PQ.,
Tel: 514 874 2258.

DISCLAIMER: THIS REPORT MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM OR MANNER WHATSOEVER. This report, furnished pursuant to contract for the exclusive use of the subscriber as one factor to consider in connection with credit, insurance, marketing or other business decisions, contains information compiled from sources which D&B CANADA does not control and whose information, unless otherwise indicated in the report, has not been verified. In furnishing this report, D&B CANADA in no way assumes any part of the user's business risk, does not guarantee the accuracy, completeness, or timeliness of the information provided, and shall not be liable for any loss or injury whatever resulting from contingencies beyond its control or from negligence.

Payment Profile Report

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BUSINESS SUMMARY

GSMPrjct Création Inc
777 rue de la Commune O bureau 200
Montréal PQ H3C 1Y1
Tel: (514) 288-4233

DUNS 20-693-4957
SIC 7399
Engaged in design, commercial and industrial

Employees: 13

Year Started: 1977

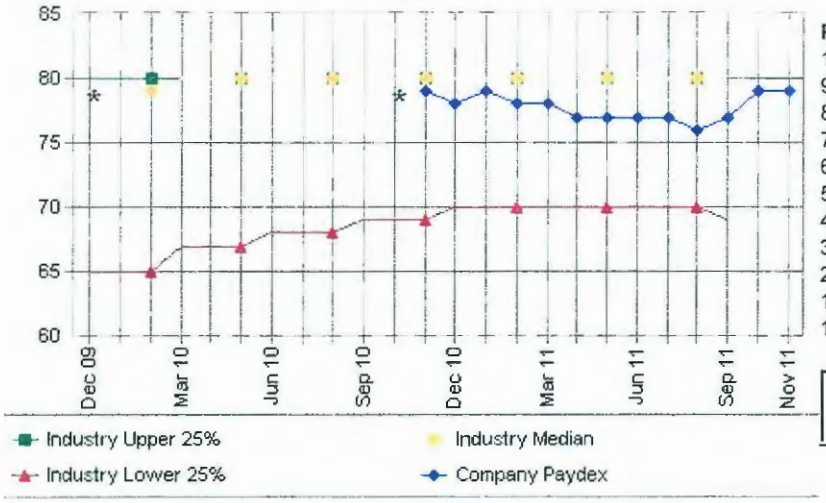
Executive: Yves Mayrand

Payment Index: 79
Prompt - Slow 5 days beyond terms

Litigation
Suit(s) 0 Lien(s) 0 Judgement(s) 0

PAYMENT TREND

PAYMENT TREND



Payment Index
100 = Anticipated
90 = Discount
80 = Prompt
70 = Slow 15 days beyond terms
60 = Slow 20 - 25 days beyond terms
50 = Slow 30 days beyond terms
40 = Slow 60 days beyond terms
30 = Slow 90 days beyond terms
20 = Slow 120 days beyond terms
10 = Slow 120 + days beyond terms
1 = Slow 120 + days beyond terms

Based on 33276 firms in 7399

PAYMENT SUMMARY

In File:	Number of Exp	Amount ($)	% Total High Credit Amount Disct Prompt	---- Days Slow ---- 1-30	31-60	61-90	91+
12 months ending Nov 2011	15	4945	96%	2%	2%	0%	0%
3 months ending Nov 2011	5	375	80	0	20	0	0
Credit Extended: $100.+	0	0	0	0	0	0	0
($000) 50-99.9	0	0	0	0	0	0	0
15-49.9	0	0	0	0	0	0	0
5-14.9	0	0	0	0	0	0	0
1-4.9	2	4000	100	0	0	0	0
less than 1.	13	945	84	8	8	0	0
Trade at net terms	5	4195	100	0	0	0	0
Trade at discount	0	0	0	0	0	0	0
Cash Experiences	0	0					
Placed for Collection	0	0					
Unfavourable Comments	0	0					

* In some instances, payments beyond terms can be the result of overlooked invoices or disputed accounts. Remember that accounts are sometimes placed for collection even though the existence of debt, or the amount, is disputed.

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2 WHL COMMERCL EQUIP	5	375	75	100	0	0	0	0

3 WHL SEMI-FINSHD PDT	1	0	0	0	0	0	0
4 INTERNATIONAL TRADE	5	375	75	60	20	20	0	0

Other Payment Categories:

Cash experiences	0	0	0
Payment record unknown	0	0	0
Unfavorable comments	0	0	0
Placed for collection			
with D&B	0	0	
other	0	N/A	

The highest "Now Owes" on file is $75.
The highest "Past Due" on file is $ 0.

CURRENT PAYMENT EXPERIENCE

Payment Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within
2011 Nov	PPT	75	75	0		4-5 MOS
2011 Oct	PPT	75	75	0		1 MO
2011 Oct	PPT	75	75	0		2-3 MOS
2011 Sep	PPT	75	75	0		1 MO
2011 Sep	SLOW -60	75	75	0		2-3 MOS
2011 Aug	PPT	75	75	0		1 MO
2011 Aug	SLOW -30	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	0	0	0		4-5 MOS

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BUSINESS SUMMARY

GSMPrjct Création Inc
777 rue de la Commune O bureau 200
Montréal PQ H3C 1Y1

Tel: (514) 288-4233

Fax: (514) 288-3820

DUNS: 20-693-4957

SIC: 7399
Engaged in design, commercial and industrial

Total Payment Experiences: 15

Litigation
Suit(s): 0
Lien(s): 0
Judgement(s): 0

PAYMENT DETAILS

Payment Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within
2011 Nov	PPT	75	75	0		4-5 MOS
2011 Oct	PPT	75	75	0		1 MO
2011 Oct	PPT	75	75	0		2-3 MOS
2011 Sep	PPT	75	75	0		1 MO
2011 Sep	SLOW -60	75	75	0		2-3 MOS
2011 Aug	PPT	75	75	0		1 MO
2011 Aug	SLOW -30	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	75	75	0		1 MO
2011 Jul	PPT	0	0	0		4-5 MOS

PAYMENT SUMMARY

In File:	Number of Exp	Amount ($)	% Total High Credit Amount Disct Prompt	---- Days Slow ---- 1-30	31-60	61-90	91+
12 months ending Nov 2011	15	4945	96%	2%	2%	0%	0%
3 months ending Nov 2011	5	375	80	0	20	0	0
Credit Extended: $100.+	0	0	0	0	0	0	0
($000) 50-99.9	0	0	0	0	0	0	0
15-49.9	0	0	0	0	0	0	0
5-14.9	0	0	0	0	0	0	0
1-4.9	2	4000	100	0	0	0	0
less than 1.	13	945	84	8	8	0	0
Trade at net terms	5	4195	100	0	0	0	0
Trade at discount	0	0	0	0	0	0	0
Cash Experiences	0	0					
Placed for Collection	0	0					
Unfavourable Comments	0	0					

* In some instances, payments beyond terms can be the result of overlooked invoices or disputed accounts. Remember that accounts are sometimes placed for collection even though the existence of debt, or the amount, is disputed.

PUBLIC RECORD

There are currently no Public Record filings for this business

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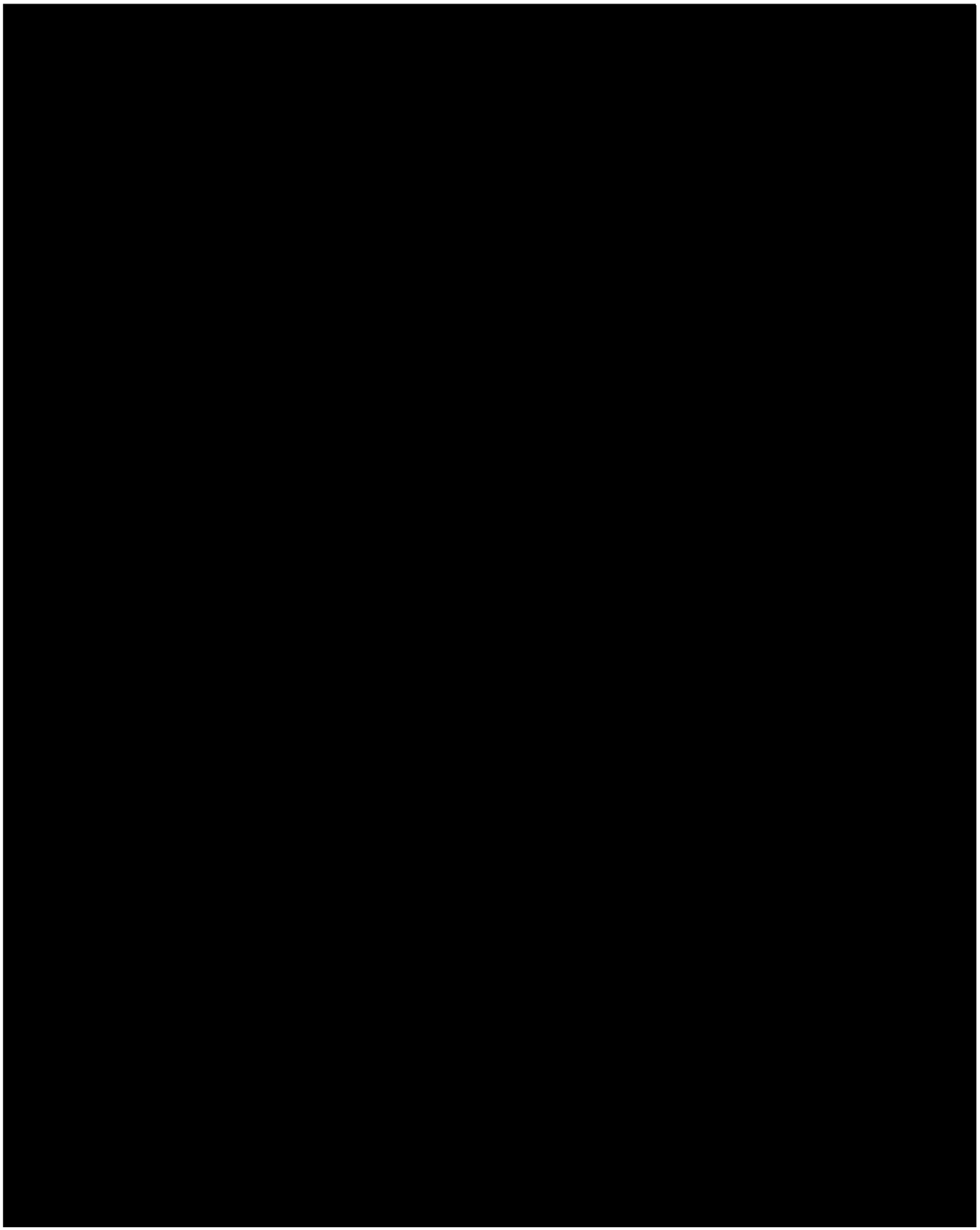
Search Again

e. Balance Sheet



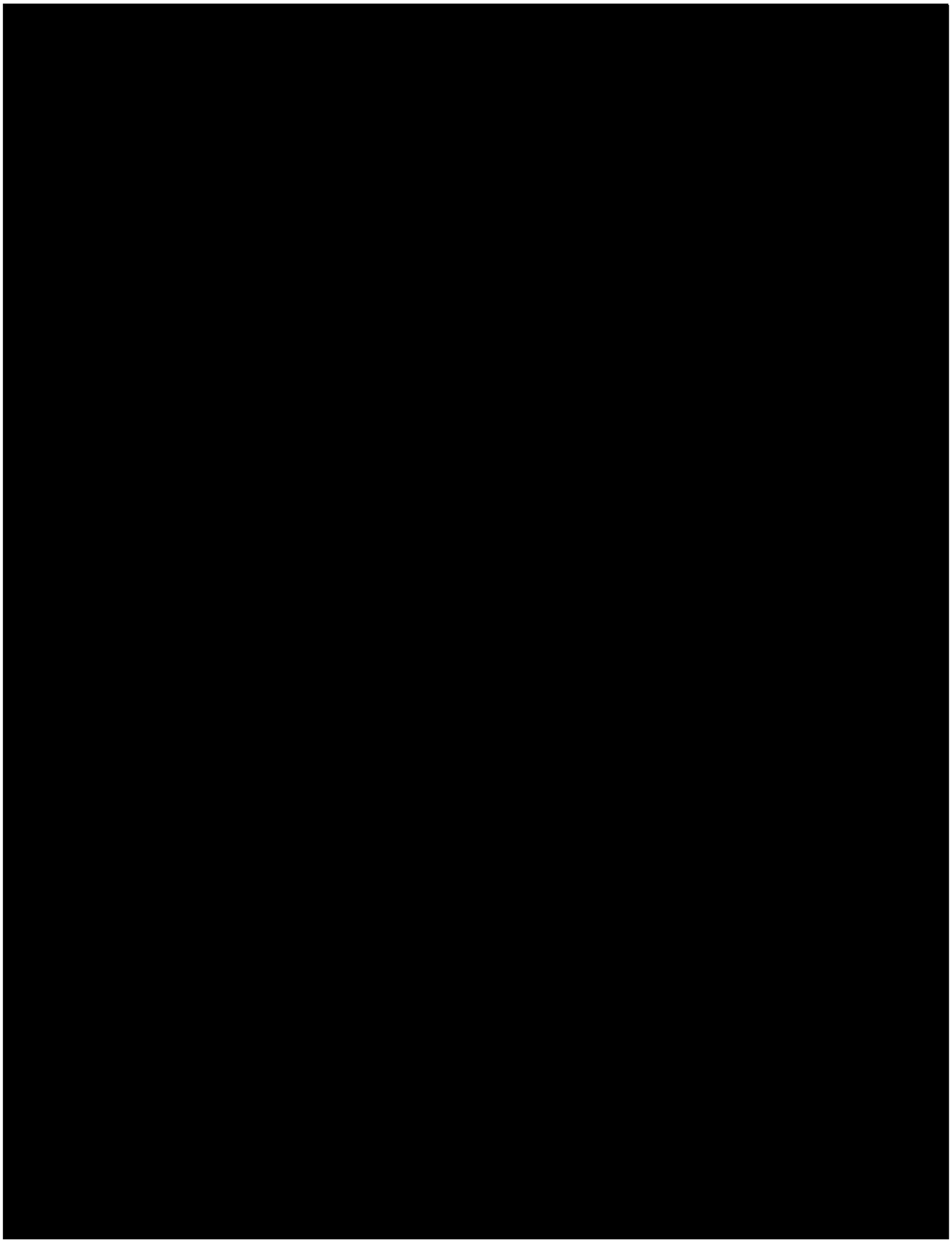


Exhibit C – Project Team

Approach

Andy Nyberg, our choice to be the General Manager of this operation, assembled from scratch the operations team at Burj Khalifa in Dubai, and is now handling a similar mandate for the Shard London Bridge; two high profile and high quality attractions. This, combined with his tenure as Director of the Willis Tower Skydeck makes him the ideal candidate for this job.

As the One World Trade Center Observation Deck will be one of the largest and more popular New York City Attractions we know a full team will need to be assembled to manage and operate it.

If gsmprjct° is successful with its bid, we will elect to hire New Yorkers in key management positions. Between existing attractions, retail operations and hospitality venues, NYC has an unparalleled pool of talent that we intend to tap.

Resumes of the following individuals provided in Annex A.

1a. **Principals**
Yves Mayrand – President – Canadian Citizen

2a. Worked for gsmprjct° for over 25 years

2b. **List of projects** - Here is a selection:

- **Star Wars Identities** in the design phase - travelling exhibition in partnership with Lucasfilm (in the design phase)
- **The Viewing Galleries**, Visitor center and observation decks at The Shard London Bridge (in the design phase)
- **Ajax** Football Club (soccer) **Visitors' Experience Center**, Amsterdam (2011)
- ***At The Top***, the Burj Khalifa's visitor center and observation deck (2010)
- Montreal Canadiens **Hall of Fame,** (2010)
- Canadian **pavilions** at Expo '86, Lisbou and Expo 2010, Shanghai
- The **National Museum** of Singapore (2006)
- The **Asian Civilisation Museum**, Singapore (2003)
- The Montreal **Science Center** (2000)

2c. 20 hours during the design phase

2d. The Shard London Bridge

1b. **Executives**

Andy Nyberg - Proposed General Manager of the One WTC Observation Deck – US Citizen

2a. Has worked with gsmprjct° since 2009

2b. **List of projects**

- **The Viewing Galleries** , Visitor center and observation decks at The Shard London Bridge (in the design phase)
- ***At The Top***, The Burj Khalifa's visitor center and observation deck (2010)
- ***The Skydeck***, Willis Tower (formerly Sears Tower), Chicago, USA

2c. 100% dedicated to the project

2d. Shard London Bridge set to open 2012 – further to this date A. Nyberg will be be fully dedicated to operations of the observation deck of One World Trade Center.

1b. **Executives**
Daniel Thomas Tower Operations VP – New Zealand Citizen, Green Card holder

2a. Worked with gsmprjct° since 2011

2b. **List of projects**

- **The John Hancock Observatory,** Chicago, Visitor center and observation decks
- **Sky Tower**, Auckland, New Zealand, Visitor center and observation decks

2c. 50% dedicated to the project

2d. Business development of our Tellscope www.tellscope.com technology business

1d. **Design Team Project Manager**
Patrick Keyser P. Architect

2a. Worked with gsmprjct° since 1998

2b. **List of selected projects**

- **The Viewing Galleries** - visitor center and observation decks at The Shard London Bridge (in the design phase)
- ***At The Top***, the Burj Khalifa's visitor center and observation deck (2010)
- The **National Museum** of Singapore (2006)
- The **Asian Civilisations** Museum, Singapore (2003)
- Portugal Telecom Pavilion **Expo 98,** Lisbon

2c. 100% dedicated to the project during the design and production time.

2d. None

1d. Design Team Consulting Architect
Anthony S. Di Properzio, AIA

2a. Worked with gsmprjct° as a consultant siuce 2000

2b. List of selected projects

- ***Med Grille Restaurant,*** Trump Tower, New York, N.Y.
- ***New York Mets,*** Stadium Renovations, Flushiug, N.Y.
- ***Metropolitan Museum of Art,*** Dura Duropos Temple Reconstruction Israel
- ***Harlem Eye & Ear Hospital,*** New Addition, New York, N.Y.

2c. Consultant

2d. His practice's other projects

Exhibit D – Project Experience and References

a. Burj Khalifa (gsmprjct° + Anders Nyberg)

1. *At the Top,* Visitor experience for Burj Khalifa observation deck
2. Dubai, United Arab Emirates
3.
   i) Operations direction and management of observation deck:
      - includiug marketing/advertising/PR/staffing/training
   ii) Complete design and production of visitor experience for observation deck:
      - design of: lobby, ticketing area, adjoining spaces and corridors, 360° observation deck, high speed elevators to the observation deck (3,543 ft/min), integration of all media components of experieuce (including within elevators)
      - concept and content design of visitor experience from start to finish **(Annex B)**
4. Over 1,000,000
5. Not public
6. January 2010
7. Maintenance contract
8. References:

   Thomas M Dempsey
   formerly General Mauager
   Burj Khalifa
   thomasmdempsey@sbcglobal.net
   +1 312 550 8935
9. Excellent safety record
10. Web and kiosk ticketing systems – all reportiug distribution methods
11. The attraction "At the Top" is wholly owned by the owner developer of the Tower Emaar Properties
12. Full airport

b. Willis Tower (Anders Nyberg)

1. ***The Skydeck***, The Willis' Tower observation deck
2. Chicago, IL, USA
3. Operations direction and management of observation deck
4. Over 1,000,000
5. Not public
6. June 1974
7. Not involved
8. Thomas M Dempsey
   Was General Manager
   Sears (Willis) Tower
   thomasmdempsey@sbcglobal.net
   +1 312 550 8935
9. Excellent safety record
10. Web and kiosk ticketing systems – all reporting distribution methods
11. Skydeck is wholly owned by the building owner.
12. Full airport

c. John Hancock Center (Daniel Thomas)

1. *John Hancock Observatory*
2. Chicago, IL, USA
3. Operations direction and management of 360° observation deck
- including strategy/marketing/sales
4. over 500,000
5. Private
6. 1970
7. Not involved
8. Mary Ellen Smith Marketing Director
   Golub & Company LLC
   mesmith@goco.com
   +1 312.440.8706
9. Excellent safety record
10. Fully integrated POS (point of sale) ticketing systems that covers retail, ticketing, access control and website sales
11. John Hancock Observatory (W2007 Golub JHC Observatory, LLC) is a joint venture between Whitehall Real Estate Fund & Golub Company. Golub acts as the operator.
12. Roaming Agents, CCTV

d. SkyCity (Daniel Thomas)

1. *Sky Tower*
2. Auckland, New Zealand
3. Operations direction and management of 360° observation deck
- including strategy/marketing/sales
4. Over 600,000
5. Private
6. March 3rd 1997
7. Not involved
8. David Christian,
   GM SKYCITY Adelaide
   +61 412 455 921
   david.christian@skycity.com.au
9. Excellent safety record
10. Fully integrated POS (point of sale) ticketing systems that covers retail, ticketing, access control and website sales
11. Sky Tower is a P&L unit within SkyCity Auckland, itself a division of Sky City entertainment Group a public company listed on the Australian and New Zealand Stock Exchanges.
12. Roaming Agents, CCTV

e. Shard London Bridge (Anders Nyberg)

1. *The V*iewing Galleries for Shard London Bridge
2. London, UK
3.
   i) Operations direction and management of viewing galleries
   ii) Design of visitor experience for viewing galleries:
   - interior design of: lobby, ticketing area, adjoining spaces and corridors, 360° viewing galleries, elevators to viewing gallery, integration of all media components of experience
   - concept and content design of visitor experience from start to finish
4. N/A (not yet open to public)
5. N/A (not yet open to public)
6. Set to open to public in 2012
7. Planning and Design stage
8. References:

   Charles Mavor
   Chief Operating Officer
   London Bridge Quarter Sellar Property Group
   Charles.Mavor@sellarproperty.com
   +44 (0) 20 310 23789
9. N/A (not yet open to public)
10. Web and kiosk ticketing systems
11. Legal /operational Structure not finalized
12. Full airport

Exhibit E – Legal Proceedings

EXHIBIT E – Legal Proceedings

The Corporation has no legal ongoing proceedings.

Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ

Acknowledgement of Receipt of Addenda to the RFQ
Receipt of the following Addenda to this Request for Qualifications:

Addenda Numbers: One (1)

The Respondent, gsmprjct°création inc, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.

Signature of Respondent

Yves Mayrand
Name

President
Title

November 28, 2011
Date

Exhibit G – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

• The information contained in the enclosed response is accurate and truthful as it One World Trade Center Observation Deck Section IV – 5
relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.

• Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.

• Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.

• Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.

• The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.

• The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.

• The individual signiug this form is au officer of the firm and is authorized to sign agreements on behalf of the company.

• The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.

• WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Date:	November 28, 2011
Signed:	
Name:	Yves Mayrand
Title:	President
Name of Firm:	gsmprjct°création inc
Organized as a (mark one):	Proprietorship _____ Partnership _____
	Corporation ___X___ Joint Venture _____
Under the Law of the State of:	Canada Corporations Act
Legal Address:	777, de la Commnne West
	Suite 200
	Montreal, Quebec H3C 1Y1
	Canada
Telephone:	514 288-4233
Facsimile:	514 288-3820
Web:	www.gsmprjct.com

Annex A
Team Members' Resumes

Anders G. Nyberg

anyberg@aol.com

3924 North Janssen
Chicago, IL 60613

Office: 773-348-3981
Mobile: [redacted]

OVERVIEW

General Manager with in-depth experience managing the Sales, Marketing, Technology and Customer Service fnnctions and the associated P&Ls in the Services, Entertainment and Cultural/Hospitality/Tourism Industries both in the for-profit and not-for-profit sectors. Business acumen proven in the negotiation of multifaceted contracts and in the management of complex vendor and customer relationships. Energetic leader with the proven ability to motivate employees at all levels of the organization and to improve profitability by generating new revenues, reducing costs and improving the customer experience.

PROFESSIONAL EXPERIENCE

The Shard, London, UK

The Shard, a Renzo Piano designed, iconic structure, currently under construction, will be the tallest building in Western Europe and house the Shard public viewing galleries on the top levels of the structure, in addition to a five star hotel, restaurants, commercial office space, and ten residences.

Chief Executive Officer, Shard Viewing Galleries **2011- Present**
Responsible for the concept/design/execution, and visitor experience of the Viewing Galleries, including all aspects of operations, marketing and finance. The launch of this initiative encompasses concept/design, development, business plan generation, vendor selection, implementation of systems and procedures, hiring and training of a large, multi-cultural staff, planning and execution of marketing/PR/advertising campaigns, in an extremely competitive marketplace.

ANDERS NYBERG AND ASSOCIATES, Chicago, IL

Anders Nyberg and Associates is a sole proprietorship that provides financial, marketing, operations, and systems consulting and implementation services to entertainment, marketing and technology companies as well as to cultural institutions and attractions.

Principal **1990 to 1996** **2004 to 2005** **2008 to 2011**
2009-2010, contracted as Director of "At the Top", the observatory experience at Burj Khalifa, the world's tallest building, in Dubai, United Arab Emirates. Getting the experience built, vendors selected systems/procedures and staffing in place, marketing/PR/advertising campaigns designed and launched, training initiated and completed, opening a very profitable attraction, and continuing to craft the visitor experience with an international team of over seventy, winning the "Best Staffing" award from the World Federation of Great Towers.

Personally delivered consulting and implementation services to clients including gsmprjct°, Ameritech, Auditorium Theater, Diversified Listing Services, Rent Roll, Hand Held Products, League of Chicago Theatres, Gold Medal Ticket, and the Chadwick Group.

THE SEARS TOWER (Currently, Willis Tower), Chicago, IL

Sears Tower, the tallest building in the Western Hemisphere, housing one of the world's most visited observatories, The Skydeck. During my tenure, the building was managed by CB Richard Ellis and U.S. Equities

Director of Operations, Sears Tower Skydeck **2005 - 2008**
Managed an $8 million expense budget and a seasonal staff of 55 FTEs responsible for operation of the Sears Tower Skydeck, an attraction that drew more than one million visitors/year and that grossed more than $16,000,000.

- Increased revenue by more than 20% in less than 2 years by identifying and alleviating bottlenecks in the ticketing and security processes that decreased average wait times by 33%.
- Initiated and launched "Skylights Tour" a multimedia, multi-language, self guided tour that is projected to generate $.7 million in annual revenue and that has proven successful in enhancing visitor satisfaction.
- Improved the image of Sears Tower and enhanced the experience of tenants and visitors by taking the curatorial lead on "Cool Globes: Hot Ideas for a Cooler Planet", a public art installation in and around the Tower.

THE ART INSTITUTE OF CHICAGO, Chicago, IL

The Art Institute of Chicago is a world class Museum and College that employs approximately 2,000 people, has an annual operating budget of more than $200 million and attracts a base of 700 volunteers.

Director, Visitor Services **1996 to 2004**

Managed up to 120 employees and 350 volunteers responsible for ticketing, information desk and audio tour guide operations as well as for general crowd control. Personally managed external vendor relationships and key functions and programs including ticketing, group sales, audio tour guide, membership, and checking operations that generate up to $13 million in revenue/year. Provide input and direction to Institute-wide policies concerning pricing, special events, and media placement decisions while acting as chief advocate for the museum visitor.

- Generated up to $2 million in annual net income by developing and implementing an audio tour program for the Museum's permanent collection as well as for its special exhibitions.
- Increased revenue from ticketing and checking operations, while improving handicapped accessibility, by enlarging the Museum's main entrance area and bringing it fully into ADA compliance.
- Established a permanent Group Sales function that has been successful in generating 4% of ticketed museum attendance and margin sufficient to cover the associated labor and marketing expense.

CREATIVE ACCESS, Chicago, IL

In 1996 Creative Access was a provider of market research, database marketing, sales support and pre-press services to corporate art buyers, ad agencies, graphic artists, and photographers.

President **1993 to 1996**

Managed a $3 million/year budget and a staff of 22 responsible for day-to-day operations. Personally managed external technology partnerships and negotiated the acquisition of various databases.

TICKETRON, Chicago, IL

In 1990 Ticketron was a wholly owned subsidiary of Control Data Corporation that generated $500 million in revenue/year by providing automated ticketing, distribution and access control services and systems to sporting and entertainment businesses and cultural organizations.

Vice President/General Manager, Midwest and Canada **1984 to 1990**

Managed 300 sales, marketing and operations employees that generated $220 million in revenue/year in eight Midwestern/Canadian markets.

- Increased revenue by more than 500% over a six-year period through a combination of sales, marketing and pricing strategies:
    - Expanded the on-line terminal network to more than 1,000 points-of-sale by negotiating agreements to locate ticketing terminals in highly trafficked retail establishments.
    - Implemented a telephone-based channel of distribution, including constructing the facility and hiring and training staff, which grew to generate more than $100 million in revenue/year within a six-year period.
    - Successfully negotiated multi-year contracts with major sporting franchises, cultural institutions and venues including Chicago Stadium, Rosemont Horizon, Chicago Bears, McCormick Place, Auditorium Theatre, The Art Institute, Montreal Forum, Montreal Expos, Toronto Blue Jays and many more.

Prior to 1984

Positions as a Regional and Area Manager with Ticketron, as Director of Ticketing for Ringling Bros/Barnum and Bailey Circus (Washington D.C.) and as Director of Ticket Sales and Operations, for both the Omni Center (Atlanta, GA) and Capital Center (Washington D.C.). Management positions at Atlanta Arts Alliance (Atlanta, GA) and Meadowbrook Theatre (Rochester, MI).

EDUCATION

Undergraduate work, Oakland University, Rochester, MI- Georgia State University, Atlanta GA

Daniel Thomas

Career Summary

Daniel is a results oriented and driven business leader with over fourteen years of management and operational experience within aviation, tourism, and towers – spanning Human Resources, Organizational Change, Training and Development, Sales and Operations. Daniel has spent the last 4.5 years leading John Hancock Observatory, one of Chicago's iconic tourist attractions. Under his leadership, he rejuvenated the brand, significantly boosting attendance and financial performance, and drove innovation in Chicago's highly competitive tourism market with the creation of Skating in the Sky, the world's highest synthetic skating rink.

Since relocating to Chicago from New Zealand, Daniel has been elected to the Board of Directors of the Greater North Michigan Avenue Association, is active on their finance committee and Co-chairs their Marketing division. In addition, he was elected as the Vice Chairman of the Illinois Tourism Alliance and sits on the International Executive Committee for the World Federation of Great Towers.

Relevant Work Experience

John Hancock Observatory/Golub & Company, LLC - Chicago, USA
General Manager 2007 -2011

• Direct the strategy, marketing, sales and operations of the Observatory, one of the Chicago's most visited tourist attractions and one of the highest 360-degree views in the Midwest. Full responsibility for financial, overall customer service experience including retail and food and beverage operations.

Accomplishments

• Creation of a new award-winning brand, website and online booking engine within 18 months.
• Successful implementation of operations re-structures to drive greater business performance and increase productivity and profitability
• Responsible for a multi-million dollar refurbishment of Observation experience, including the launch of the worlds' highest Espression by Lavazza concept café.
• Winner of three tourism awards for Marketing Excellence, Best Marketing Campaign and Best of Show at the Illinois Governors' Conference on Tourism.
• Board Director of Greater North Michigan Avenue Association and Vice Chairman of the Illinois Tourism Alliance.

SKYCITY Entertainment Group Auckland, NZ
Sky Tower Manager 2005 2007

• Responsible for the overall management of an international visitor attraction including – Retail, Tower Operations, Education and two Food & Beverage outlets. Full accountability for the P&L, which includes approximately 100 staff and geuerates revenue of $15M per annum.

Accomplishments

• Introduction and development of a ticket-less entry system to enhance customer service and delivery
• Successful implementation of a restructuring within Tower Operations to drive business efficiency and iucrease productivity.
• Responsible for a business turnaround of $400k during the FY07 financial year.
• Achievement of highest Tourism Qualmark rating to date (96%) and winner of "Best Visitor Attraction of the Year 2007"

Air New Zealand Sydney, AU
Administration Manager 2002 -2004

• This role is to manage all administrative aspects of the Air New Zealand operation at Sydney International Airport. Areas of Responsibility include – deputy to the Station Manager, Monthly Reporting, HR & Staff Development (including the Annual Performance Appraisal and Quarterly Review Process), Management of the First/Business Class Lounge; Sales and Service Desk, Star Alliance for the station, Training and Development and co-ordination of external supplier relationships and performance meetings.

Accomplishments

• Introduction of a new automated Lounge Access System to achieve quality and productivity increase
• Introduction of QIK Retail into the Sales and Service Desk in line with the wider company strategy
• Conversion to automated rosters for the operation based on a skilled workforce, not coverage
• Developed Air New Zealand Induction Training for Australia and Customer Service Agent Training for Sydney
• Converted a business cost product into a separate business with revenue generation

Personal Details

Address

P. O. Box 11278, Chicago, IL 60611

Contact

Mobile: +1 312 363 7093

Email: daniel@tourismsolutions.org

Yves Mayrand
President
gsmprjct°création inc

1981	*Trainee for Guillon, Smith, Marquart & associés, Montreal, QC* *Edifice de la Promenade, tri-dimensional study of sculptural elements for the Hall, Ottawa, Canada*
1978-81	*Graphic Design , Sherbrooke College, Sherbrooke, Canada*

Yves Mayrand is a visual communicator, specializing in two and three dimensions. During his 27 year career, his various roles in the fields of visual and graphic communication have ranged from Designer to Project Manager and Creative Director for thematic exhibitions, museum design, and signage. He is now President of gsmprjct° creation.

Yves Mayrand's exhaustive knowledge of multimedia shows and new interactive technologies have been expressed through a myriad of fascinating projects over the years. As Creative Director and Project Manager, he has produced a multitude of museum exhibits around the world, from France, Switzerland, and Portugal to Singapore and China. Yves Mayrand has also produced exhibits for a number of well-reputed museums in Canada, such as Pointe-à-Callière, the Montreal Museum of Archaeology and History; the Ottawa Museum of Science and Technology; the Canadian Museum of Civilisations; the Quebec Museum of Civilisations; and the Montreal Science Centre.

Selected Projects

"At the Top" the Visitors' center & Observation Deck at the Burj Khalifa, Dubai
Role in the project: Creative director.

Overall planning and concept of the site. Located in two different buidlings; Dubai Mall and the actual Burj Khalifa Tower. Over 40,000 sq.ft of innovative, immersive interactive multimedia exhibits make this attraction a the most popular tourist destination in Dubai.

The National Museum of Singapore,
Role in the project: Project manager, creative director.

Overall concept of the site. An impressive 60,000 sq. ft of exhibit, including the permanent thematic exhibition in which visitors journey alongside historical figures through theatrical sets and stories, browse through bold and fresh Singapore lifestyle installations and more.

The City Museum, Washington DC
Role in the project: Project manager, creative director.

Overall concept of the site and concept of a theatrical multimedia show. The City Museum will provide access to Washington's history through a variety of visitor experiences. A cutting edge multimedia theatre will use sound and light, special effects and 3 dimensional environments to introduce the city of Washington as a place of neighbourhoods and real people.

PATRICK KEYSER
Architect

EDUCATION

1979-1983
LAVAL UNIVERSITY, CANADA
BACHELOR'S DEGREE IN ARCHITECTURE

PROFESSIONAL EXPERIENCE

November 2011 - ...
gsmprjct°création
THE SHARD, EXHIBIT AND OBSERVATORY, LONDON
Project manager for the realization of the exhibit and facilities related to the tower observatory.

2010 - 2011
gsmprjct°création
ABU DHABI, ATIC CORPORATE EXHIBIT
Project manager. Design development and construction of the exhibit.

2006 - 2010
gsmprjct°création
BURJ KHALIFA TOWER, EXHIBIT AND OBSERVATORY
Project manager for the exhibit and fit-out of Burj Khalifa Observatory. Design and construction.

2000-2003
gsmprjct°création
ASIAN CIVILISATIONS MUSEUM IN SINGAPORE
Project Manager: Design of ten exhibition galleries about Asian civilisations.

1998-1999
CARDINAL HARDY ARCHITECTS AND
PROVENCHER ROY ARCHITECTS
Concept and construction of an office building in the Cité du Multimédia, located at Wellington and Prince in Old Montréal.

1997
CARDINAL HARDY ARCHITECTS
VINA DEL MAR CITY HALL, CHILE
Consultant for the conceptual and construction plans of the future city hall.

1996-1997
TBY CULTURAL ENGINEERING – GSM DESIGN
EXPO '98 - UNIVERSAL THEMATIC EXHIBITION IN LISBON, PORTUGAL-
OCEANS AND UTOPIAS PROJECT
Preparation of scenic plans and shop drawings for the "Utopia" show.

VIRTUAL REALITY PROJECT- FOR INNOVITECH
Concept and production of construction plans for the marine world thematic decors and on site supervision of construction.

LES ATELIERS TACT, FRANÇOIS CONFINO, ARCHITECT
CITÉ-CINÉ PROJECT IN TOKYO, JAPAN
Exhibition on major periods in motion picture history. Supervision and coordination of construction plans.

1995
PROVENCHER ROY ARCHITECTS
ICAO PROJECT
Conceptual and construction drawings for the future offices of the ICAO in Montreal (International Civil Aviation Organization).

1994
RENZO PIANO, France
NOUMÉA PROJECT
Interior design and preparation of construction plans for a Kanak Cultural Centre in New Caledonia.

ANTHONY S. DiPROPERZIO, A.I.A.

Architect

EDUCATION:
New York Institute of Technology
Old Westbury Campus
Bachelor of Science Degree in Architectural Technology, 1973

PROFESSIONAL REGISTRATIONS:
Registered Architect
State of New York, 1976
State of New Jersey, 1985
State of Connecticut, 1985
State of Florida, 1986
State of California, 1988

PROFESSIONAL CERTIFICATION:
National Council of Architectural Registration Boards

PROFESSIONAL SERVICE:
American Institute of Architects, Queens Chapter
Vice President, 1991 and 1992
President, 1993 and 1994

American Institute of Architects, New York State
Secretary/Treasurer, 1996
Vice President Communications/Public Relations, 1997
Vice President for Government Affairs, 1998
Board of Directors, 2008/2009

American Institute of Architects, Long Island Chapter
Board of Directors, 2006 to 2010
Secretary, 2011

DISPUTE RESOLUTION:
American Arbitration Association
Neutral, August 1, 2011 to present

PROFESSIONAL MEMBERSHIPS:
American Institute of Architects
National Council of Architectural Registration Boards

ACADEMIC EXPERIENCE:
Adjunct Professor, New York Institute of Technology
Fall 1976 to Spring 1986
Building Construction I & II
Professional Practice I & II
Construction Drawing I & II
Building Codes and Zoning
Construction Management and Supervision

ACADEMIC SERVICE	Chairman of the N.Y.I.T. Council of Overseers for Architecture 1997 to 2000 Past President of Architecture Alumni 1997 to 2000 Past Treasurer and Vice President Alumni Federation
CODE ENFORCEMENT:	Building Official (part time), Inc. Village of Plandome Manor, 1976 - 1980 Building Official (part time), Inc. Village of Munsey Park since 1976 Building Official (part time), Inc. Village of Laurel Hollow since Jan., 2004
HONORS:	1991 Council for Unity Community Service Award". 1994 American Institute of Architects, Queens Chapter for "Service to the Profession" 1994 Italian Charities of America "Christopher Columbus Award".
MILITARY SERVICE:	6/68 - 4/70 U. S. Army Honorable Discharge Letter of Commodation - Edgewood Arsenal, Maryland

gsmprjct°

"At the Top"
The Visitor Center at Burj Khalifa
Dubai

at the top

an immersive multimedia experience

up here
start here
somewhere in there
(travelling at 25mph)
down there
gsmprjct°
sergeydolya.livejournal.com

burj khalifa°reaching for the sky

Monumental fields of LED colour on a striking black wall lure visitors form the mall.The dramatic LED facade signals to visitors they are entering a zone of heightened intesity and refined aesthetic.

AT THE TOP
BURJ DUBAI

burj khalifa°among the greats

An introduction area that positions Burj Khalifa asan iconic building and offers both entertaining and educative interactive features for those visitors wishing to learn more

gsmprjct°

burj khalifa°dubai then and now

An immersive audio-visual journey through the history of Dubai. Stepping onto a 65 metre long travelator, visitors are invited to travel from Dubai's humble beginnings to the present.

gsmprjct°

burj khalifa°reaching for the top

The skylight, a dramatic breaktrhough in the visitors pathh, allows visitors to admire the Burj Khalifa from a low angle shot and to take in Burj Khalifa's grandeur.

gsmprjct°

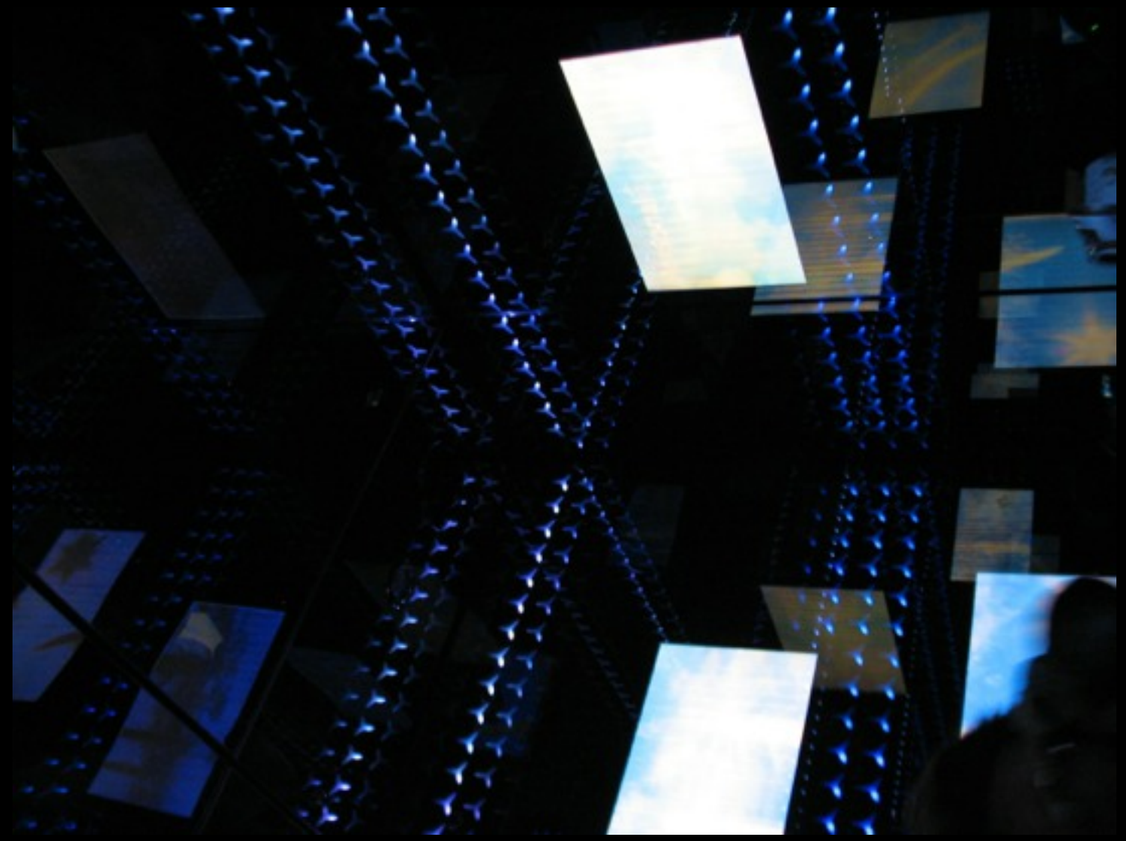
burj khalifa°from vision to reality

From Adrian Smith's inspiration to Samsung's concrete and steel, this is where visitors learn how Burj Khalifa was born and raised.

من الرؤيا إلى الحقيقة
إنها العناية اللامتناهية بأدق التفاصيل- من التصاميم الملهمة الى البناء المتين والهندسة
المتقنة وصولاً إلى أعلى المعايير العالمية في اللمسات النهائية
From vision to reality
Attention to detail at every turn — from inspired design to feats
of engineering and construction to world-class finishes
gsmpr|ct°

burj khalifa°speed and height

Travelling at speeds up to 60 km / h the two “At The Top” lifts are the world’s fastest. The rides, up and down, are journeys into disctinct universes, offering a captivating and surprising multimedia experience...in movement!



gsmprjct

burj khalifa°at the top

The 124th floor is a minimalist and elegant space highlighting the panomaric view from the world's tallest building.

gamprict°

burj khalifa°tellscope

An enhanced reality device that allows for the overlay of content and information. It gives visitors the ability not only to learn about the landmarks they see, but also what they look like at night or when the visibility is perfect.

0:16
Live
Day
Historic view
Night
Please select initial view

burj khalifa°people behind the burj

Over ten thousand individuals from around the globe have collaborated on this monumental endeavour. Through images and videos, the visitors can learn more about the individuals behind the project.

High Reynold's number tests
Gaisberg pressure model
gsmprjct°

burj khalifa°back to earth

A peaceful transition between sky and earth leading visitors back to the original point of departure - the Dubai Mall.

gsmprjct°

burj khalifa°more pictures

دبي من الماضي إلى الحاضر
رحلة بدأت بين الكثبان الرملية على خطى القوافل التجارية لتتبوء قمة الوجهات العالمية
Dubai then and now
Celebrating the journey from desert life and early trading
settlement to major world destination
gsmprjct*

gsmprjct°

gsmprjct°

gsmprjct°

A design inspired by both nature and culture
تصميم مستوحىً من الطبيعة والثقافة

gsmprjct°

LEGENDS

RESPONSE TO WTC TOWER 1 LLC

REQUEST FOR QUALIFICATIONS

FOR

DEVELOPMENT SERVICES AND OPERATION & MANAGING

AT

ONE WORLD TRADE CENTER OBSERVATION DECK
THE WORLD TRADE CENTER
NEW YORK, NEW YORK

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LEGENDS

200 Park Avenue, 16th Floor
New York, New York 10166

office 973 707 2801
fax 973 622 0099

February 10, 2012

WTC Tower 1 LLC
c/o The Durst Organization
One Bryant Park
New York, NY 10036

Re: Response to Request for Qualifications

Dear Owner:

On behalf of Legends Hospitality ("Legends"), we are pleased to provide you with a comprehensive service solution for the operation and management of the One World Trade Center Observation Deck. With an ownership group comprised of the New York Yankees and Dallas Cowboys, we have a full appreciation for the responsibility of being stewards to iconic brands, always providing a first-class Guest experience in legendary facilities while maximizing revenue.

Through our experiences in Yankee Stadium and Cowboys Stadium we have designed two iconic structures, built a first-class food and beverage operation, developed and operate a high volume tour business, market and run special events, and priced and sold over one billion dollars of premium seating. Additionally, the San Francisco 49ers new stadium development and the historic Rose Bowl Stadium renovation have selected Legends to maximize revenue and provide a first-class Guest experience based on our proven model of success. These projects, combined with our unparalleled industry experience, uniquely position us to be able provide an array of services unlike any other to the right partners.

Legends brings a wealth of experience doing exactly what is necessary to make the One World Trade Center Observation Deck project a success and as a New York-based company, we understand the importance of this decision for WTC Tower 1 LLC, as well as appreciate the historic nature of this project. Our New York experience is highlighted by our leadership team, who collectively has been accountable for development, marketing and sales at Yankee Stadium and MetLife Stadium, as well as the management of Madison Square Garden and its recent transformation initiative.

The programs and services we have planned for the Observation Deck are tailored to the very reasons New Yorkers and out-of-towners alike will consider it a must-visit destination. Through these programs, we aim to enhance the experience of this historic venue by establishing a state-of-the-art tour and catering site for businesses and local and out-of-town visitors.

Thank you for the opportunity to participate in this process. We look forward to continuing the dialogue and becoming your partner in service.

Sincerely,

David W. Checketts
Chairman & Chief Executive Officer
Legends Hospitality Management

COMPANY PROFILE

EXHIBIT B

EXHIBIT B: COMPANY PROFILE

LEGENDS HOSPITALITY'S CURRENT MANAGEMENT STAFF IS COMPRISED OF KEY PERSONNEL WHO HAVE HAD HANDS-ON INVOLVEMENT WITH THE DEVELOPMENT AND OPERATION OF SOME OF THE LARGEST TOUR OPERATIONS AND ENTERTAINMENT ATTRACTIONS ACROSS THE UNITED STATES, INCLUDING WALT DISNEY WORLD, OTHER HIGH TRAFFIC TOURIST DESTINATIONS AND ICONIC HIGH-RISE BUILDING OBSERVATION DECKS.

COMPANY HISTORY

Legends Hospitality, LLC ("Legends" or the "Company" or "LH"), which currently operates in New York City, is a hospitality business enterprise that was formed in September 2008 by the affiliates of the New York Yankees, Dallas Cowboys, Goldman Sachs Direct and CIC Partners to serve as a broad provider of business and customer services to entertainment destinations and attractions. Currently, these offerings include tour development and operation, catering, event planning, merchandise services, facility management and design. Operated by a strong management team, Legends seeks to help venue operators offer the best Guest experience and maximize revenue through its business offerings.

As part of Legends initial formation, Legends management was asked to work with both Yankees and Cowboys management on the development, design, construction, Guest queuing and line flow, technology integration and theming of the new Yankee Stadium and Cowboys Stadium. Legends currently develops and provides premium food and beverage, general concessions, catering, retail merchandising and tour services in the state-of-the-art Yankee Stadium and Cowboys Stadium. In less than three years, Legends business has quickly grown to include the management of over 15 entertainment venues across the United States.

As part of a long term growth plan, Legends launched a sales and marketing division, Legends Sales & Marketing ("LSM") in 2009. LSM's mission is to assist entertainment venues in maximizing their attendance and ticket revenue, as well as sponsorship and ancillary revenue. A critical element of the Legends Sales & Marketing model is the strategic implementation of social media, the ongoing integration of new technologies, CRM and database management and sales and marketing via the Internet.

In 2011, Legends expanded its sales and marketing division with the acquisition of Conventions Sports and Leisure ("CSL") and CSL Marketing Group ("CSLM"). CSL is a leading advisory and planning firm specializing in providing consulting services to the convention, sport, entertainment and visitor industries. CSL's services include destination master planning, feasibility studies and industry benchmarking.

COMPANY PROFILE (CON'T)

CSL INTERNATIONAL	LEGENDS SALES & MARKETING	LEGENDS HOSPITALITY MANAGEMENT
▪ Market Demand	▪ Premium Sales	▪ General Concessions
▪ Facility Program	▪ Ticket Sales & Service	▪ Premium F&B for Suites/Clubs
▪ Financial Feasibility	▪ Sponsorships & Naming Rights	▪ Catering for Private Functions
▪ Marketing Strategies	▪ CRM & Database Management	▪ Retail Merchandise
▪ Operational Reviews	▪ Sales Training	▪ Facility Design Consulting
▪ Economic Impacts	▪ Asset Identification	▪ Equipment Procurement
▪ Funding Plans	▪ Valuation Analysis	▪ Tour Operations
▪ Valuations	▪ Marketing Strategy	
▪ Business Plans		

Through a combination of hospitality, merchandise, sales, marketing and consulting services, Legends provides its partners with innovative ways to create an atmosphere that is unique to their venue. For Guests, it means customized merchandise, regional flavor and cuisine and unparalleled customer service. For venue operators, it means increased attendance, better returns and greater loyalty from both Guests and clients.

Thanks to its strong management team, Legends has quickly become the authority on the total Guest experience and is committed to exceeding expectations and providing a legendary experience for each and every Guest.

NUMBER OF YEARS IN BUSINESS

Legends Hospitality, LLC has been in operation for four years.

LEGENDS HOSPITALITY MANAGEMENT LLC

Directors/Authorized Signatories
David W. Checketts, Chief Executive Officer
200 Park Avenue, 16th Floor
New York, NY 10166

Daniel Smith, President
400 Broadacres Dr., Suite 260
Bloomfield, NJ 07003

Marty Greenspun, Chief Customer Officer
Yankee Stadium
One East 161st Street
Bronx, NY 10451

David Hammer, Chief Financial Officer
400 Broadacres Dr. Suite 260
Bloomfield, NJ 07003

COMPANY PROFILE (CON'T)

Anthony G. Bruno, Vice President and Secretary
George M. Steinbrenner Field
1 Steinbrenner Drive
Tampa, FL 33614

PRIMARY CONTACT

David W. Checketts
Chief Executive Officer
200 Park Avenue, 16th Floor
New York, NY 10166
(212) 490-1407

SECONDARY CONTACT

Chad Estis
President, Legends Sales & Marketing
200 Park Avenue, 16th Floor
New York, New York 10166
cestis@Legendshm.com
(214) 952-2201

Marty Greenspun
Chief Customer Officer, Legends Hospitality
Yankee Stadium
One East 161st Street
Bronx, NY 10451
MGreenspun@YANKEES.COM
(718) 579-4481

COMPANY WEBSITE

www.Legendshm.com

FINANCIAL

Legends will provide full financials if we are fortunate enough to be selected but prior to approval. If the purpose of this section is financial viability, Legends' application is backed by a partnership owned by the New York Yankees, Dallas Cowboys, Goldman Sachs and others.

[redacted]

Financial Referral:
Lynn Culbreath
Senior Vice President, Commercial Banking
Wells Fargo
100 South Ashley Dr
Suite 1000
Tampa, FL 33602
(813) 225-4312

PROJECT TEAM

EXHIBIT C

EXHIBIT C: PROJECT TEAM

LEGENDS CORPORATE STRUCTURE AND LEADERSHIP TEAM

LEGENDS HAS ASSEMBLED A LEADERSHIP TEAM WITH A COMBINATION OF DEEP INDUSTRY EXPERIENCE AS WELL AS OUTSIDE EXPERTISE IN LEADING COMPANIES TO CREATE WORLD-CLASS EXPERIENCES AND MAXIMIZE REVENUE FOR THE OWNER. OUR SENIOR MANAGEMENT TEAM HAS AN AVERAGE OF 21 YEARS IN RELEVANT INDUSTRY EXPERIENCE. OUR TEAM IS COMPRISED OF KEY PERSONNEL WHO HAVE HAD HANDS-ON INVOLVEMENT WITH THE DEVELOPMENT AND OPERATION OF SOME OF THE LARGEST TOUR OPERATIONS AND ENTERTAINMENT ATTRACTIONS ACROSS THE UNITED STATES, INCLUDING WALT DISNEY WORLD, OTHER HIGH TRAFFIC TOURIST DESTINATIONS AND ICONIC HIGH-RISE BUILDING OBSERVATION DECKS.

IF LEGENDS IS SELECTED FOR THIS PROJECT, DIRECT MANAGEMENT WOULD BE SOLELY DEDICATED TO THIS PROJECT.

MANAGEMENT OVERVIEW – WITH REDACTED RESUMES

NAME	POSITION	POSITION HELD SINCE	INDUSTRY EXPERIENCE
Chad Estis	President, Legends Sales & Marketing	2010	17
Marty Greenspun	Chief Customer Officer, Legends Hospitality	2008	25
Dan Smith	President, Chief Operating Officer, Legends Hospitality	2008	33
Mike Ondrejko	Chief Operating Officer, Legends Sales & Marketing	2011	14
Bill Rhoda	EVP of Business Development, Legends Sales & Marketing	2011	17

CHAD ESTIS – PRESIDENT – LEGENDS SALES & MARKETING

As President of Legends Sales & Marketing, Chad Estis is responsible for the sales strategy and client development for the Legends division. Under his role as President, Mr. Estis successfully created and implemented the highest-grossing and most-visited stadium tour business in all of professional sports at Cowboys Stadium. Critical components to the success of the Cowboys Stadium tour was the successful launch of the first and only self-guided tour of a facility in all of sports. In addition, as part of Mr. Estis' Cowboys Stadium tour strategy, he implemented unique sales and marketing strategies, an outbound travel and tourism call center, catering packages and event planning into the highly-successful tour operation at Cowboys Stadium.

Mr. Estis entered his current role following the successful completion of the Cowboys Stadium ticket sales project, where he was responsible for setting record ticket sales levels in the NFL. Before joining the Cowboys, Mr. Estis served as Executive Vice President and Chief Marketing Officer for the Cleveland Cavaliers and Quicken Loans Arena from 2006 to 2007, overseeing all sales, marketing, community relations, communications, website development and entertainment operations.

MARTY GREENSPUN – CHIEF CUSTOMER OFFICER – LEGENDS HOSPITALITY

Marty Greenspun is a 25-year veteran of professional sports and venue operations and management. As our Chief Customer Officer, he is currently acting as the primary New York Yankees representative for all concessions and retail at the new Yankee Stadium. In addition, Mr. Greenspun focuses on Guest experience, customer feedback and customer retention and research. Mr. Greenspun was actively involved with all aspects of the development of the new Yankee Stadium and the development of its Guest services operating philosophies, including the establishment of the Yankee Stadium tour operating policies, marketing and pricing (for both the original and new Yankee Stadium tour operations).

From 2003 to 2007 Mr. Greenspun was Chief Operating Officer for the Los Angeles Dodgers, where he was responsible for all aspects of the Dodgers' business operations, including the development of a stadium tour program and its concession and merchandise operations. During his time there, the stadium reached record levels of attendance and revenue. Mr. Greenspun then rejoined the Yankees as Senior Vice President, Strategic Ventures, and became one of the primary liaisons between the Yankees and Legends. Presently, he is working with Legends and the Yankees on the development of Guest experience concepts, ticket sales and marketing and the overall concessions and merchandise operating plan. Mr. Greenspun and his family currently reside in New York, New York.

DAN SMITH – PRESIDENT AND CHIEF OPERATING OFFICER – LEGENDS HOSPITALITY

Dan Smith's more than 30 years of experience, most of which have been spent directing all aspects of multi-regional food service and merchandise operations, have made him instrumental in the creation and development of Legends. His business prowess has recently earned him the right to be highlighted in Sports Business Journal's "Five People to Watch in Sports Concessions." Before becoming a principal with Legends, Mr. Smith was President of Ledgestone Associates, where he served as a consultant for self-operating clients. Prior to Ledgestone, Mr. Smith was Senior Vice President of Centerplate, where he maintained profit and loss responsibilities for more than 52 facilities, including several entertainment complexes and convention centers in five separate regions of an Eastern territory.

MIKE ONDREJKO – CHIEF OPERATING OFFICER – LEGENDS SALES & MARKETING

Mike Ondrejko, Chief Operating Officer of Legends Sales & Marketing, is responsible for developing new platforms to employ Legends sales strategy to help properties, facilities, and franchises maximize their value through training, process development, and sales execution. Mr. Ondrejko recently joined Legends after serving as the Senior Vice President of Corporate Hospitality for Madison Square Garden. In this role, he was responsible for developing the sales theme and driving over $450 million in revenue commitments to help fund Madison Square Garden's ongoing renovation.

BILL RHODA – EVP OF BUSINESS DEVELOPMENT – LEGENDS SALES & MARKETING

As Executive Vice President of Business Development, Bill Rhoda is responsible for managing the current client list while creating new opportunities through business development. Prior to Legends, Mr. Rhoda served as one of CSL's principals and has been consulting in the entertainment, tourism and sports industry for 17 years. Mr. Rhoda's experience has included a variety of project types ranging from facility development projects to international projects. Mr. Rhoda has worked with representatives from sports teams, government entities, development groups and management companies. He has provided analysis for clients ranging from the National Football League to large equity firms looking to expand into facility development. His work has included successful facility developments that minimized the risk and maximized the financial returns for his clients. His services have also provided detailed reports on market, financial and economic viability of specific projects.

PROJECT EXPERIENCE & REFERENCES

EXHIBIT D

EXHIBIT D: PROJECT EXPERIENCE & REFERENCES

FOUNDED IN 2008, LEGENDS HOSPITALITY HAS ASSEMBLED A LEADERSHIP TEAM WITH A COMBINATION OF DEEP INDUSTRY EXPERIENCE AND OUTSIDE EXPERTISE TO LEAD COMPANIES IN CREATING WORLD-CLASS PROCESSES AND CULTURES. OUR CAPABILITIES ARE EXHIBITED THROUGH OUR EXPERIENCE WITH DEVELOPING AND OPERATING SUCCESSFUL BUSINESS STREAMS IN ICONIC VENUES SERVICING MILLIONS OF GUESTS YEAR-ROUND WHILE MAINTAINING SENSITIVITY TO EACH UNIQUE BRAND BEING REPRESENTED. WE HAVE THE KNOWLEDGE AND QUALIFICATIONS TO MEET AND EXCEED YOUR GOALS AND AT THE SAME TIME DELIVER A LEGENDARY EXPERIENCE TO ALL GUESTS.

SELECT CLIENT LIST

NEW YORK YANKEES

Yankee Stadium
One East 161st Street
Bronx, NY 10451
50,000 seat stadium

Legends Hospitality provides an array of services to Yankee Stadium, including ticket sales, general concessions, catering, merchandising, Stadium operations, marketing and tour development. While planning the new Stadium, the Yankees organization was especially intent on preserving the total Guest experience and rich history they had provided to millions of fans at the old Stadium. They knew they had to find a way to maintain the loyalty and tradition of everything about the Yankees brand. At the same time, they had to provide a much superior Guest experience and embrace the iconic moments of the past so that fans who were passionate about the old Stadium could embrace the new one. Legends was the perfect fit for all matters considered.

Whether attending a game while visiting New York, looking for a place to entertain clients or needing to take your grandfather, whose first game ever was at the old Stadium, Legends provides all Guests the best experience by creating different businesses to fit Guests' needs. The tour business was built as an historic yet affordable event for visitors. Space was designed and developed to offer the community a location for special events unlike any other on the market. With well over four million year-round visitors, Legends has assisted the organization in running new safe and efficient businesses while embracing the history, tradition and brand name of the Yankees.

YANKEE STADIUM TOURS: Legends and the Yankees' management team cooperatively developed a variety of unique tours of the iconic Yankee Stadium. All Stadium tours are ADA compliant and are offered in both English and Spanish. Both public and private group tours are offered; food, merchandise and catering/private reception options are also available for purchase as part of all Stadium tours. The "Artwork of Yankee Stadium" and Stadium twilight tours are also offered to private groups.

Guests taking Stadium tours get a behind-the-scenes look of the living museum known as Yankee Stadium. All tours include visits to the New York Yankees Museum, Monument Park and the Yankees dugout, batting cage area and clubhouse. Tours run daily, except when the Yankees play at home on weekends or are scheduled to play a weekday day game, and continue during the offseason with modifications. Proceeds from the Yankee Stadium Tours are dedicated to supporting the efforts of the New York Yankees Foundation.

Tour tickets may be purchased online at Yankees.com, at the Yankee Stadium Ticket Office or at all Yankees Clubhouse stores (located around Manhattan).

SERVICES/CURRENT INVOLVEMENT BY LEGENDS AND LSM MANAGEMENT STAFF

Tour Development & Operation
Catering
Ticket Sales & Service
General Concessions
Merchandising
Special Event Catering
Marketing/Promotion

CLIENT LIST (CON'T)

ANNUAL ATTENDANCE
In excess of four million Guests annually

ANNUAL REVENUE
Annual operating revenue exceeds $10 million

PROJECT OPENING DATE
Client since 2009

REFERENCES
Randy Levine, President, New York Yankees
RLevine@akingump.com
718-579-4408

Lonn Trost, Chief Operating Officer, New York Yankees
LTrost@yankees.com
718-579-4420

SAFETY RECORD
Safety is Legends' number one priority and is part of Legends' Seven Pillars of Legends employee service training. Legends can provide full records if we are fortunate enough to be selected but prior to approval.

LARGE VOLUME TICKETING SYSTEMS
Yankee Stadium utilizes several outlets to manage the mass quantity of ticket purchases. These include ticket kiosks, online and telephone purchasing and the use of a high-volume ticketing system.

LEGAL/OPERATIONAL STRUCTURE
A service agreement is in place between the client and Legends.

SECURITY PROCEDURES
Yankee Stadium employs the latest technology and procedures to ensure the security of our property, personnel and visitors.

Access to the Stadium is controlled at all times. All personnel wear credentials and are screened upon entry. Deliveries are scheduled and all delivery vehicles are inspected upon arrival. The Stadium is staffed and monitored 24 hours a day by licensed security personnel and there are closed-circuit security cameras throughout the venue all with digital recording capabilities.

All Guests and visitors to the Stadium are subject to security screening prior to entry. Screening methods range from bag inspections, physical pat-down, and use of metal detectors. On a daily basis, all Guests and Stadium personnel are subjected to bag inspections when entering and exiting the venue.

On event days and during Stadium tour operations, there is sufficient additional personnel on duty to ensure the safety and security of the venue.

CLIENT LIST (CON'T)

DALLAS COWBOYS

Cowboys Stadium
One Legends Way
Arlington, TX 76011
80,000 seat stadium expandable to 100,000

The Dallas Cowboys challenged Legends to create a new and unique Guest experience while maintaining the history and tradition of "America's Team" in their new home, Cowboys Stadium. The iconic nature of the state-of-the-art facility gave Legends the opportunity to develop innovative experiences that would change the entertainment standard in the industry.

Legends used the established culture and brand of the Dallas Cowboys as a vision to create the ultimate Guest experience through stadium tours, premier special event spaces and unique catering and concession options. With a priority of maximizing revenue for owners and venue operators, Legends successfully created and currently operates a highly-active stadium tour department that brings in excess of 500,000 Guests annually to Cowboys Stadium. Critical components to the success of the Cowboys Stadium tour included the successful launch of the first and only self-guided tour of a facility in all of sports. In addition, as part of Legends' Cowboys Stadium tour strategy, Legends implemented unique sales and marketing strategies, an outbound travel and tourism call center, catering packages and event planning enhancement as part of the highly-successful tour operation at Cowboys Stadium.

Legends successfully developed and executed a product that added value to Cowboys Stadium while maintaining the tradition and history of the high-profile brand of the Dallas Cowboys.

SERVICES/CURRENT INVOLVEMENT BY LEGENDS AND LSM MANAGEMENT STAFF

Stadium Tour Operation & Development
Special Events
Premium Sales Project Execution/PSL Sales Execution/Ticket Sales
General Concessions
Special Event Catering
Merchandising

ANNUAL ATTENDANCE

In excess of two million Guests annually

ANNUAL REVENUE

Annual operating revenue exceeds $10 million

PROJECT OPENING DATE

Client since 2009

REFERENCES

Stephen Jones, Chief Operating Officer, Dallas Cowboys
Dallas Cowboys Football Club
(972) 556-9950
sjones@dallascowboys.net

SAFETY RECORD

Safety is Legends' number one priority and is part of Legends' Seven Pillars of Legends employee service training. Cowboys Stadium has an exceptional safety record overall and Legends can provide full records if we are fortunate enough to be selected but prior to approval.

LARGE VOLUME TICKETING SYSTEMS

Legends and Cowboys Stadium have experience using large volume ticket systems including the use of online ticket purchasing and printing.

LEGAL/OPERATIONAL STRUCTURE

A service agreement is in place between the venue and Legends.

SECURITY PROCEDURES

Cowboys Stadium employs the latest technology and procedures to ensure the security of our property, personnel and visitors.

Access to the stadium is controlled at all times. All personnel wear credentials and are screened upon entry. Deliveries are scheduled, and all delivery vehicles are inspected upon arrival. The stadium is staffed and monitored 24 hours a day by licensed security personnel and there are over 300 closed-circuit security cameras throughout the venue all with digital recording capabilities.

All Guests and visitors to Cowboys Stadium are subject to security screening prior to entry. Screening methods range from bag inspections, physical pat-down and use of metal detectors.

On event days and during stadium tour operations, there is sufficient additional personnel on duty to ensure the safety and security of the venue.

CLIENT LIST (CON'T)

CIRCLE LINE SIGHTSEEING CRUISES

Pier 83, West 42nd Street
New York, NY 10036
Seven 500+ passenger vessels, concession stand on the Pier

Since 1945, Circle Line Sightseeing Cruises has been entertaining millions of passengers with the world's most famous boat rides. Providing generations of visitors with magnificent views of the Manhattan skyline and interesting tidbits about the city and its surroundings, Circle Line Sightseeing Cruises is a true New York institution and a "must-see" attraction while in town. Circle Line Sightseeing Cruises has hosted over 60 million passengers in New York City.

In 2011, Circle Line approached Legends to reinvigorate and enhance its current food and beverage and merchandise operation to compliment the fantastic view of the Manhattan skyline. Legends was up to the task and in the first year of operations increased operating profits by more than 30 percent while passenger counts were down by 20 percent. This success is in large part due to the team approach Legends has developed with all of its clients and partners – namely assisting Circle Line's management and sales team in the development of unique opportunities, including the development of special events, an increase in the quality and variety of offerings and an emphasis on exceptional customer service.

SERVICES

Food and Beverage
Merchandising
Special Event Catering and Management

ANNUAL ATTENDANCE

In excess of 750,000 passengers annually

ANNUAL REVENUE

Accomplished a 30+ percent increase in operating profit over prior year.

PROJECT OPENING DATE

Client since 2011

REFERENCES

Sam Cooperman, CEO, New York Cruise Lines, (212-563-8101)

SAFETY RECORD

LH can provide full records if we are fortunate enough to be selected but prior to approval.

CURRENTLY USING LARGE VOLUME TICKETING SYSTEMS

LEGAL/OPERATIONAL STRUCTURE

A service agreement is in place between the venue and Legends.

SECURITY PROCEDURES

All Guests and visitors are subject to security screening prior to entry. Screening methods range from bag inspections and physical pat-down.

LEGAL PROCEEDINGS

EXHIBIT E

EXHIBIT E: LEGAL PROCEEDINGS

LEGENDS WILL PROVIDE LEGAL PROCEEDINGS IF WE ARE FORTUNATE ENOUGH TO BE SELECTED BUT PRIOR TO APPROVAL.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO THE RFQ

EXHIBIT F

EXHIBIT F: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO THE RFQ

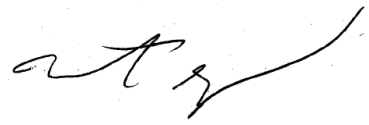
Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ

Receipt of the following Addenda to this Request for Qualifications:

Addenda Numbers: Addenda 1, Addenda 2 and Addenda 3

The Respondent, Legends Hospitality, LLC, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.



Signature of Respondent

Martin J. Greenspun

Name

Chief Customer Officer

Title

2/10/12

Date

ADDENDA 1

Submitted Questions with Answers

1. What/Who is the funding source for the venture?
   Ownership has not determined the funding source, including possibly funding all or a portion itself. Ownership is open to considering a variety of deal structures.

2. May an individual respond to the RFQ and propose contracting directly with ownership, or should such individual only respond as a member of a design/build group?
   One may respond as an individual or as a member of a larger group or team.

3. Please describe the path of travel from the time of boarding to arrival. Are there transfer floors?
   Visitors enter either from the West side at grade and travel below grade, or from the below grade transit connections into the Observation Deck entrance in the B2 level. Express elevators (2000fpm) serve the Deck floors directly from the B2. There is no transfer.

4. Are the lifts serving any other tenants of the building?
   The Observation Deck is served by a dedicated bank of five (5) passenger elevators. The service cars are shared by all of the building's tenants.

5. What is the listed capacity of the lifts?
   Car capacity is 4000#, with a five (5) minute, one-way up capacity of 29 and one hour one-way up capacity of 353.

6. Do you have fire rated capacities for the floors?
   The floors have a two (2) hour rating.

7. Is there a dedicated entrance for the Observation Deck, or are you merging different user groups?
   The Ob Deck is served by two (2) entrances, both separate from the office entrances. Please refer to the attached ground floor and B2 level plans.

8. Do you have a concept/theme that the design needs to adhere to, or is it the responsibility of the winning entity to organize a charrette with the primary stakeholders to develop the story which will form the basis of the design?
   Ownership does not have a predetermined concept or theme.

9. The RFQ requests information in Exhibit D related to at least three comparable venues. The request also indicates "A comparable venue would be one which is a high quality attraction within the tourism and leisure industry that attracts at

least 500,000 visitors per annum and has an annual operating budget of at least $5 million." What if a respondent has the prerequisite three (3) venues, but they do not meet the definition of a comparable venue" (either less than 500,000 visitors or an operating budget less than $5 million per year)?

If a respondent's venue(s) does not meet the definition of a "comparable venue", in the absence of a venue that does, such respondent should include such other venue(s) at respondent's election. Ownership will consider such substitute venue in the context of the overall submission.

ADDENDA 2

Submitted Questions with Answers

In the Required Information and Format section of the RFQ, on Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ

1. It refers to Addenda numbers?
   Addenda numbers are sequential numbers assigned to individual addenda issued to answer questions regarding the Observation Deck RFQ.

2. What is this in reference to?
   This in reference to individually numbered addenda (i.e., this is Addenda #2). In Exhibit F, respondents are required to acknowledge they have received all the addenda, list those Addenda and provide their name.

3. The RFQ or other Addenda do not have any numbers?
   The first addenda had no number, please regard it as Addenda #1. This is Addenda #2.

Important Note
The deadline for response has been extended to November 30, 2011 at 3:00pm.

ADDENDA 3

Notice of Deadline Extension

WTC Tower 1 LLC is hereby extending the due date for submission of statements of qualifications from entities interested in developing, operating, and managing the Observation Deck at One World Trade Center. RFQ responses are due no later than February 10, 2012 at 5:00 pm. The Request for Proposals will be issued shortly.

CERTIFICATION OF INFORMATION

EXHIBIT G

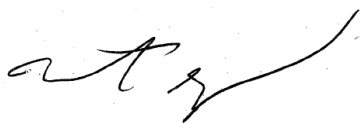
EXHIBIT G: CERTIFICATION OF INFORMATION

Exhibit G – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Date: 2/10/12

Signed: 

Name: Martin J. Greenspun

Title: Chief Customer Officer

Name of Firm: Legends Hospitality, LLC

Organized as a (mark one): Proprietorship _____ Partnership _____

Corporation X Joint Venture _____

Under the Law of the State of: Delaware

Legal Address: 400 Broadacres Drive

Suite 260

Bloomfield, NJ 07003

Telephone: (718) 579-4481

Facsimile: (718) 588-0715

Web: www.legendshm.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

ONE WORLD TRADE CENTER OBSERVATION DECK

Statement of Qualifications by

EMPIRE STATE BUILDING COMPANY L.L.C.

November 30, 2011

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Exhibit A: Cover Letter

We welcome the opportunity to respond to the request for qualifications to develop, operate, and manage the One World Trade Center Observation Deck (OWTCOD). We are confident that no other respondent has our experience and success in developing and branding an international, iconic tourist observatory experience. We see OWTCOD as a distinct, new opportunity with a unique and clean canvas upon which to apply a new vision for a new feature attraction; at the same time, OWTCOD will benefit from our experience, balance sheet, operating, sales, public relations, and international experience.

This response is by Empire State Building Company L.L.C. (ESBC), on behalf of a subsidiary it will form for this contract engagement; both are guided by Malkin Holdings which supervises the day-to-day operations of ESBC and its subsidiaries. This is the same ownership and operating structure in place at the Empire State Building Observatories (ESBO). Our experience, expertise, and lessons learned come from assuming control of ESBO in August 2006 and, working within the limitations of an existing operating attraction and office building with severe in-place limitations amidst a $550 million turnaround and upgrade, transforming the experience while generating unmatched bottom line results. With more changes still to come to our attraction as we continue to put other elements of our overall Empire State ReBuilding program in place, we have a real inventory of what works, what does not work, and ideas for what may work. This uniquely positions us to create a success at OWTCOD.

Team leadership for our effort to develop a comprehensive program for One World Trade Center Observation Deck will include:

Empire State Building Company L.L.C.

Joseph Bellina
General Manager ESBC
Jean-Yves Ghazi
Director of the Observatory ESBC
Melanie Maasch
Director of Brand Development and Public Relations ESBC
Donald O'Donnell
Director of Security ESBC

Malkin Holdings

Anthony E. Malkin
President Malkin Holdings
Thomas P. Durels
Executive Vice President Malkin Holdings (operations, capital expenditures)
John E. Hogg
Senior Vice President Malkin Holdings (financial analysis)
David A. Karp
Executive Vice President Malkin Holdings and CFO (reporting)
Thomas N. Keltner
General Counsel Malkin Holdings

Our entire internal team and project team members, disclosed and not disclosed herein, await hearing from you regarding next steps. We look forward to hearing from you with any questions.

Onward and upward.

Anthony E. Malkin
Malkin Holdings
A/A/F
Empire State Building Company L.L.C.

MALKIN HOLDINGS

Exhibit B: Company Profile

1 Company History

Empire State Building
Officially opened on May 1, 1931, acquired by Lawrence A. Wien, Harry B. Helmsley, and Peter L. Malkin in 1961, and under new management from August 2006, the Empire State Building (ESB) is the world's most famous office building. ESBO operates 365 days per year from 8 a.m. to 2 a.m. Day-to-day ESBO operations are managed by management at ESB and by principals and officers of Malkin Holdings.

Malkin Holdings/ W&H Properties
Malkin Holdings is an asset manager owned by the Peter L. Malkin family and led by Anthony E. Malkin. Malkin Holdings created, branded, and leads the day-to-day operations of W&H Properties in Manhattan, including, since August 2006, ESB. The firm is a world-recognized leader in sustainable property operations.

2 Number of Years in Business

The Malkin family is the lineal descendent of the Joseph Wien family, which began investment in real estate more than 80 years ago. Peter L. Malkin is Lawrence A. Wien's son-in-law. Anthony E. Malkin is his grandson and the great-grandson of Joseph Wien. ESBC was formed by his son, Lawrence A. Wien, 50 years ago in August 1961.

3 Empire State Building Company L.L.C.

Member Name	Address
1273 Realty Company	60 East 42nd Street, 26th Floor New York, NY 10165-0015
Bluestein Family Foundation Inc.	2150 N. Ocean Boulevard #4N Boca Raton, FL 33431
Bluestein Family Partnership L.P.	2150 N. Ocean Boulevard #4N Boca Raton, FL 33431
Joan Konner	99 Corbett Lane - P.O. Box 676 Palisades, NY 10964
LMH EBC, LLC	230 Park Avenue, Suite 659 New York, NY 10169
Peter L. Malkin Joint Venture in Empire State Building Co. DTD 7/2/71	60 East 42nd Street, 26th Floor New York, NY 10165-0015
Peter L. Malkin Joint Venture in Empire State Building Co. DTD 4/2/71	60 East 42nd Street, 26th Floor New York, NY 10165-0015
M&T Weiner Foundation	200 Central Park South, Apartment 5L New York, NY 10019

4 Primary Contact

Jean-Yves Ghazi
Director of the Observatory
212-400-3341
jghazi@esbnyc.com

with copy to

Thomas N. Keltner
General Counsel
212-850-2680
tkeltner@malkinholdings.com

5 Web Page Addresses

www.esbnyc.com www.esbnyc.com/tourism.asp www.facebook.com/empirestatebuilding @ESBObservatory

MALKIN HOLDINGS

6 Financial Statements

A Primary Location

Headquarters	Branch
60 E. 42nd Street, Floor 48 New York, NY 10165	350 5th Avenue, Suite 300 New York, NY 10118

B Federal Tax ID Number

Empire State Building Company L.L.C. [redacted]

C References

HSBC Bank, USA, NA	Signature Bank	JPMorgan Chase Real Estate Banking
Glenn Grimaldi *Executive V.P., Head of Originations* 212-525-1125	**Scott A. Shay** *Chairman* 646-822-1472	**Greg Reimers** *North East Market Manager* 212-648-2853

D Dunn & Bradstreet Reports

Please refer to page 38 in Appendix for full Dunn & Bradstreet Reports.

[redacted]

[redacted]

MALKIN HOLDINGS

Exhibit C: Project Team

Empire State Building Company L.L.C. Key Management

Joseph G. Bellina, RPA
General Manager
Joseph G. Bellina is General Manager of the Empire State Building Company L.L.C., where his supervisory responsibilities are wide-ranging, encompassing property management, leasing, project management, security, information technology, human resources, accounting, public relations and brand development, broadcasting, and the world-famous Observatory. Mr. Bellina is a senior real estate executive who has worked with many of the top firms in New York City real estate and who has broad experience in all facets of commercial and residential real estate, including over 25 years of experience working with major owners, developers, property managers, and third-party clients, overseeing major real estate assets.

Prior to joining the Empire State Building Company, Mr. Bellina was president and principal at Property Advisors, Inc., a real estate and advisory services company. From 2005 through 2008, Mr. Bellina was with Newmark Knight Frank, serving as executive vice president and head of the property management department, reporting directly to the chairman and president, for a 40-million-square-foot portfolio of owner-managed and third-party properties.

From 2002 through 2005, he was at Macklowe Properties, where as senior vice president, he had overall responsibility for the firm's property management company, consisting of approximately six million square feet of Class-A office space and luxury rental buildings.

For 17 years prior to joining Macklowe Properties, Mr. Bellina was with Vornado Realty Trust/Mendik Realty Company, Inc., reaching the post of vice president of operations, reporting to the chief operating officer. His responsibilities there included the overall management of approximately nine million square feet of Class-A office space.

Mr. Bellina attended Bernard M. Baruch College, graduating with a Master of Business Administration in 1989 and with a Bachelor of Business Administration (cum laude) in 1984. He is a member of Beta Gamma Sigma, an international honor society for business students.

He is a former member of the board of directors of the Real Estate Board of New York and of the board of directors of the Building Owners and Managers Association of New York (BOMA), and was treasurer of the National Jewish Medical and Research Center Dinner. Mr. Bellina is a licensed New York State Real Estate broker and New York State security guard instructor.

Jean-Yves Ghazi
Director of the Observatory
Jean-Yves Ghazi is the Director of the Observatory at the Empire State Building.

Mr. Ghazi joined ESB in 2008 as the Director of the Observatory. With a proven track record of driving sales, profitability, service quality, and customer service satisfaction, Mr. Ghazi has spearheaded innovative marketing strategies, new product innovations, and operational enhancements at the ESBO. Under his leadership, the Observatory set new record admissions, revenues, and profit.

Mr. Ghazi began his professional hospitality career at a large water recreational park (500,000 visitors a year) in Mitchellville, Maryland, where he managed all aspects of park operations including amusement rides, water park operations, security, admissions, and maintenance.

For over 14 years, Mr. Ghazi was an integral member of Sodexho's Spirit Cruise division. His career with the company began as General Manager of the Spirit of New Jersey, a dinner cruise operation with $5 million in annual sales. Over his term, Mr. Ghazi oversaw Spirit's single largest profit center in New York City, managing a fleet of four vessels, and hosting over 250,000 passengers annually with annual sales of $23 million. Following, Mr. Ghazi served as Spirit Cruise's National Vice President of Food & Beverage, overseeing an annual cost center of $28 million. In this position, he managed all aspects of the food and beverage operations for a fleet of 14 vessels servicing six metro markets which serviced over 1.2 million passengers in the United States per year.

After several years successfully directing operations for Sodexho's Spirit Cruises, Mr. Ghazi joined Sodexho's Corporate Services team as the Vice President of Strategic Development to launch the company's first business operation in Puerto Rico. The operation successfully opened its first key account in August 2005.

Mr. Ghazi attended Texas A&M University, where he received a Bachelor of Science degree in Travel & Tourism.

Empire State Building Company L.L.C. Key Management (cont'd)

Melanie Maasch
Director of Brand Development and Public Relations
Since joining the Empire State Building management team in early 2007, Ms. Maasch has been an integral part of the building's rebranding and repositioning as a contemporary, world-class international icon. As the pioneering force behind all branding and public relations initiatives, Ms. Maasch oversees all events, partnerships, and sponsorships at the building, as well as overseeing and creating celebrity and dignitary visits. She manages media strategy and implementation, including social media, and supervises crisis communication with building ownership.

Ms. Maasch manages the team behind the building's world-famous Lighting Partner program and the building's partners and licensing programs. In addition, she manages multiple agencies in the U.S. and Asia-Pacific to drive brand awareness and visibility for the iconic building.

With nearly 20 years of experience in the public relations industry, Ms. Maasch has planned and executed successful public relations, marketing, and branding campaigns for a multitude of clients including Hyatt Hotels & Resorts, Canyon Ranch, Samsonite Corporation, Tom Ford for Estee Lauder, Best Buy, Hershey's, and Johnson & Johnson Vision Products, Inc. Ms. Maasch attended Pepperdine University and received a Bachelor of Arts degree in Public Relations with an emphasis in Business and Marketing.

Alex Chin, CPA
Director of Finance
Responsible for directing financial planning, reporting and management for all commercial leasing, Observatory and broadcasting/telecommunications businesses of the Empire State Building, Mr. Chin provides internal department heads and their staff with all budget guidance materials. His responsibilities include directing the building's extensive financial staff, coordinating with each agent's accounting office and the outside accountant and providing all necessary information on a continual basis to the ownership's supervisory group.

Since joining the Empire State Building management team in 2006, Mr. Chin has continually presented vital input in strategic planning for the global landmark while developing and regularly updating multi-year cash flow projections. As the Director of Finance, Mr. Chin also oversees the Observatory cashier to manage cash revenue and prepare alternatives or cost/benefit analyses in support of potential capital investment and operating changes.

Prior to joining the Empire State Building team, Mr. Chin served as controller at The Hampshire Companies, a $200 million fund with ten million square feet of mixed-use real estate and real estate-related investments. Before that, he served as property controller at Forest City Ratner Co./First New York Management. Mr. Chin attended Rider University, where he received a Bachelor of Science degree in Accounting.

Donald P. O'Donnell
Director of Security
As the lead controller for security and life-safety-related issues with the New York City Police Department, Fire Department, and other agencies and stakeholders, Mr. O'Donnell has been responsible for the company's entire security since 2010.

In his position as Director of Security, Mr. O'Donnell provides protective support to five business lines including the world-famous Empire State Building Observatory, broadcasting operations, leasing and public relations, and brand and trademark protection. This senior leadership role requires him to maintain direct oversight of contract security and control for a staff of over 165 individuals, in addition to screening all Observatory guests, visitor processing, and mailroom-related services.

Mr. O'Donnell has supervised the alignment of enterprise security and critical infrastructure protection requirements for a structure that is categorized as an "asset of National Significance" while maintaining proactive awareness to potential security-related issues and changes in security regulations.

Prior to joining the Empire State Building security management team, Mr. O'Donnell served with the New York City Police Department for 20 years and has been certified with the Federal Bureau of Investigation (National Academy). He attended Columbia University's Graduate School of Business and is currently a member of the American Society for Industrial Security (ASIS) as well as a member of Building Owners and Managers Association of Greater New York (BOMA), among others.

Malkin Holdings Executive Team

Anthony E. Malkin
President
Anthony E. Malkin received a BA degree (cum laude) from Harvard College in 1985.

That year, Mr. Malkin joined Chemical Venture Partners, L.P., a recently formed venture capital and leveraged buyout affiliate of Chemical Bank (now CCMP Capital).

In 1989, Mr. Malkin joined Malkin Holdings. He is now president of this firm and of its affiliates, including W&H Properties. Altogether, these firms comprise the real estate acquisition, management, construction and marketing arm of the Malkin family, which has been active in real estate for four generations. Mr. Malkin's grandfather, Lawrence A. Wien started the family in the real estate business in 1929 and in 1934 created the concept of real estate syndication. Mr. Malkin works with his father and Chairman, Peter L. Malkin.

Through his real estate business, Mr. Malkin has been a leader in existing building energy efficiency retrofits through coordinating the team of Clinton Climate Initiative, Johnson Controls, Jones Lang LaSalle, and Rocky Mountain Institute in a groundbreaking project at the Empire State Building. Mr. Malkin also leads the Malkin family office in additional investments in the United States and internationally.

Mr. Malkin is a member of the Urban Land Institute, the Real Estate Roundtable and Chair of its Sustainability Policy Advisory Committee, the Board of Governors of the Real Estate Board of New York and a board member of the sustainable forestry management company Greenwood Resources, advisory board member of MissionPoint Capital Partners, member of the Committee Encouraging Corporate Philanthropy, member of the Advisory Council of the NRDC's Center for Market Innovation, and member of the Advisory Council of the Harvard Stem Cell Institute. Mr. Malkin guest lectures on real estate and family businesses at the McIntire School of Commerce at the University of Virginia.

Thomas P. Durels
Executive Vice President
Thomas P. Durels is Executive Vice President of Malkin Holdings and Malkin Properties. Mr. Durels joined Malkin in 1990, and supervises development, property management, leasing, acquisitions, and construction. The Malkin-owned and -operated portfolio includes in excess of 14 million sq. ft. of office, urban retail, multi-family and industrial property. Mr. Durels is also CEO of Malkin Construction.

Mr. Durels graduated from Lehigh University with a Bachelor of Science degree in Mechanical Engineering in 1983. He is a past treasurer of the Young Men's and Women's Real Estate Association, a council member of ULI and member of the Real Estate Board of New York. Mr. Durels is a NASD registered representative and licensed real estate broker in New York and Connecticut.

John Edward Hogg
Senior Vice President and Director of Finance
Mr. Hogg joined Malkin Holdings in 1993, and currently serves as a Senior Vice President and Director of Finance, responsible for the management of annual budgets and projections for all Malkin-supervised properties, including the iconic Empire State Building.

Working closely with the Empire State Building team since 2007, Mr. Hogg oversees all underwriting, budgets, multi-year projections and IT, closely working with the building's Observatory management to ensure streamlined processes are implemented to maximize profitability.

With extensive experience in property acquisition, mezzanine investment, financing and sale of properties, Mr. Hogg has managed $686 billion in purchases, $1.8 billion in financings, $185 million in mezzanine investments, and over $424 million in sales.

Mr. Hogg graduated from Appalachian State University and recieved an MBA from Baruch College.

Malkin Holdings Executive Team (cont'd)

David A. Karp
Executive Vice President and Chief Financial Officer
Prior to this he was a senior partner, Managing Director, and Chief Operating Officer of Forum Partners Investment Management LLC. Forum Partners is a global real estate investment company that sponsors and manages indirect value-added real estate investment funds in Europe and Asia. Mr. Karp was responsible for managing the fund level financial strategy, overall risk management, reporting of performance and financial information at both the fund and firm levels, human resources and information technology.

From 1997 to 2005, Mr. Karp was a Co-founder, President, and Chief Financial Officer of Falcon Financial Investment Trust (NASDAQ: FLCN) a specialty-finance, mortgage REIT that provided long-term debt capital to franchised automotive dealers in the United States. The company originated approximately $750 million in loans and successfully completed $520 million in private-label loan securitizations. In March 2005, the company was acquired by iStar Financial Inc. (NYSE: SFI). Mr. Karp was responsible for strategic planning, formulating operating processes and procedures to improve loan underwriting and origination, and directing the capital markets activities of the company, which included debt and equity financing, loan securitization and rating agency, and investor relations. He also oversaw all operational aspects of the company including loan origination and servicing, human resources, financial management and legal. Mr. Karp served as a trustee on the company's board of trustees.

Prior to co-founding Falcon Financial Investment Trust's predecessor in 1997, Mr. Karp was Senior Vice President of Reichmann International, the advisor to Quantum Realty Partners, an offshore real estate investment fund sponsored by George Soros. In that role, he was responsible for the acquisition activities on behalf of Quantum Realty Partners. From 1988 to 1994, Mr. Karp was employed with The Yarmouth Group, an institutional real estate investment advisor with approximately $6.5 billion in assets under management. He served on the investment committee, led the finance department, and was instrumental in establishing the firm's restructuring and work-out advisory services group. He became a principal of the firm in 1992. Prior to that, Mr. Karp was a Vice President at Salomon Brothers Inc., where he invested the firm's capital in real estate. He began his professional career in 1983 as a commercial real estate lending officer at Citicorp Real Estate Inc.

Mr. Karp received his BA, summa cum laude, in economics from the University of California, Berkeley, and an MBA in finance and real estate from the Wharton School of the University of Pennsylvania.

Thomas N. Keltner, Jr.
General Counsel
Thomas N. Keltner, Jr. is a member of Malkin Holdings LLC, which he joined in 1978 and where he is now General Counsel and a member of the Executive Committee.

He has extensive real estate and securities law experience in structuring the ownership and management, as well as the debt and equity financing, of real estate and related ventures and facilities. He has also been closely involved in the origination of formats for trademarking and licensing the marks, images and names of real estate assets.

His recent activities at the Observatory of the Empire State Building include:
- Structuring the current ownership and lease arrangements to share revenue between owner and operator in accord with federal, state and local income taxes and property taxes.
- Coordinating an expert opinion on the fair market value rent for the Observatory and similar facilities.
- Establishing a captive insurance program to access cost-effective coverages at higher amounts and for unconventional risks.
- Preparation and/or oversight of licenses with on-site vendors and service providers.
  Mr. Keltner is a member of the Committee on Corporations and other Business Entities of the New York State Bar Association and was Chairman of the Real Estate Development Committee of the New York County Lawyers Association. He is a member of the Advisory Board of Stewart Title Insurance Company.

He received a J.D. degree from Columbia Law School, where he was a Harlan Fiske Stone Scholar and editor of the Columbia Journal of Transnational Law. He received his undergraduate degree with honors from Harvard College. He was a law clerk for Judge Alfred P. Murrah of the U.S. Court of Appeals for the Tenth Circuit and served as a Lieutenant (J.G.) in the U.S. Navy.

Minimum number of hours per week this individual will be specifically dedicated to this project.

ESBC and Malkin Holdings are operating businesses with a deep bench in ESBO and general property operations. The organizations retain active relationships with many of the most prominent third party attractions and real estate services providers in the world. ESBC will to allocate the appropriate number of hours per week for each of the proposed service professionals to One World Trade Center Observation Deck, and add staff and executives, based upon the requirements of a defined scope of work. OWTCOD's requirements in the RFQ/ RFP will be a focal point of business. If ESBO is chosen for this work, there will be separate and shared task officers and personnel. Subject to further clarification resulting from the RFP, ESBC will apportion the necessary resources based upon the defined scope of work and the active workload.

Exhibit D: Project Experiences and References

Empire State Building Company L.L.C.

Project Experience

In 2006, day-to-day operational control of ESB shifted fully to Malkin Holdings and ESBC. Mr. Anthony Malkin and his team of executives at Malkin Holdings undertook the development and execution of an aggressive multi-year plan to repurpose and reposition completely all operations and activities at ESB.

One by one, bad practices were identified, best practices were defined, a world-class executive team was recruited, and working within an existing operation, all aspects of ESB have been transformed/are being transformed to best-in-class as measured by international standards. Working together in a complex environment, the team proposed herein has demonstrated its ability to perform in one of the world's largest, multi-use buildings. Team participants at ESB and proposed for OWTCOD include (a non-exclusive list still in development): Jones Lang LaSalle (development and management); Beyer Blinder Belle (architecture and planning); Hornall Anderson (attraction design); Andrews International (security), and RDA (marketing strategy and creative).

The ESB executive team and external partners are carefully selected due to their proven track record to meet and exceed benchmarks for challenging, large-scale programs. ESBC has already identified and will be prepared to discuss with One World Trade Center additional team members in design, execution, dining, OWTCOD specific retail, photo feature, audio tour, and interactive feature attraction engagement to ensure the unique, world leading, and resounding success of the Observatory Deck project.

MALKIN
HOLDINGS

Empire State Building Company L.L.C.

Development Capabilities

Announced in October 2007, the Empire State Building's more than $550 million Empire State ReBuilding program has touched on all tenant and visitor experiences from restoration to reinvention and modernization of the iconic landmark by restoring its 1931 Art Deco grandeur while adding state-of-the-art enhancements. At the center of the program is the concluded, complete restoration and recreation of the famous Art Deco lobby, long hidden by 1960s "modernization," along with special entrances and new traffic flow to separate office tenants and their visitors from tourists visiting the ESBO. In 2010, the lobby restoration was recognized by the Municipal Art Society of New York with the MASterworks Best Historical Restoration Award and the National Trust for Historic Preservation's Preservation Honor Award.

A key element of the program focuses on ESBO exclusively including a comprehensive set of changes which have been envisioned, planned, and scheduled for the complete operational and aesthetic elevation of the overall visitor experience. Included in said plans have been new visitor routing; new queuing, security, and ticket sales; a new $2.0 million multi-media energy efficiency exhibit; the 80th floor "Completion by May 1, 1931" history of the construction of ESB exhibit; new function space; and a relocation of the retail shops on the 86th floor observatory to a new "dump" retail shop on the 80th floor.

The truly remarkable accomplishment in the ESBO transformation, for which there are yet further stages to be installed and unveiled, is that all work to date has been accomplished in the midst of a total building renovation in the building without any physical separation between ESBO and ESB operations and that throughout the process ESBO continued to operate without interruption, setting successive, annual record top line and bottom line performance. These accomplishments are all the more impressive given that at the same time, the Skyride attraction, separately owned and operated under a lease executed under prior management, competes for visitors with ESBO.

All the work for ESBO has been coordinated around major ESB rewiring, replumbing, asbestos abatement and removal, demolition, new tenant installation, and broadcast work. Virtually all building systems for ESBO are shared with general building operations, including the elevators which are now in the midst of a total modernization program with Otis Elevators Company. Yet ESBO pricing, top line, bottom line, and customer satisfaction are all at record levels.

The Malkin Holdings team which conceived and executed the total Empire State ReBuilding program, has completed or has underway an additional $750 million of repositioning work throughout the balance of its Manhattan portfolio of approximately 5.5 million square feet of office and retail properties.

Operational Capabilities

Observatory sales have grown by more than 39% over the last four years–a direct result of unprecedented development of expertise in sales, marketing, branding, public relations, and advertising. Through our strategic domestic and international efforts, our management team has implemented numerous tactics to become a leader in identifying best practices for individual and group ticket sales, pricing, up-sell techniques, and e-commerce. We have also proven the ability to increase tourism sales as a result of efforts to grow partnerships with our tour and travel partners. By way of our digital and social media programming, we're in conversation with ESBO fans from around the globe, sharing engaging information and content every day. Additionally, our unique public relations programming, aforementioned, generates billions of media impressions internationally every year.

MALKIN HOLDINGS

Empire State Building Company L.L.C. *(cont'd)*

Venue/Attraction Name
Empire State Building Observatory

Project Location
350 5th Avenue
New York, NY 10118

Services Provided/Business Structure
ESBC and Malkin Holdings directs and manages all aspects of ESBO's business – from strategic and capital improvement planning to providing management oversight of all operational disciplines to include: sales and marketing, admission systems, facility maintenance, finance services, information technology, and security services. Proposer has handled every aspect of the redevelopment, implementation, and execution with accountability for all aspects of performance.

Annual Attendance for the Venue/Attraction

ESBO	Admissions (000)
2006	3,627
2007	3,672
2008	4,022
2009	3,745
2010	4,026

Annual Revenue/Profit from the Venue/Attraction

ESBO	Revenue	Operating Profit
2006	$ 50,694,517	$ 40,172,884
2007	$ 57,289,541	$ 44,028,700
2008	$ 65,789,600	$ 49,186,718
2009	$ 64,465,576	$ 45,535,698
2010	$ 70,601,096	$ 49,731,445

Project Opening Date (Month and Year)
May 1931

Current Status/Involvement
ESBC directs and manages all aspects of ESBO's business as described under "Services Provided/Business Structure."

References
Tourism Trade references

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Smithsonian Student Travel
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MALKIN HOLDINGS

Empire State Building Company L.L.C. *(cont'd)*

Safety record for these venues/attractions
ESBC has documented 25 incidents of accidents/injuries over the last 5 years (2006, 07, 08, 09, 10) associated with the observatory operation. Only one of these incidents was material, a successful suicide by a varsity college athlete. Over the same period, the observatory hosted over 19 million visitors. There have been occasional incidents of discovery of weapons from visitors during routine security checks. There were no weapons-related accidents/injuries.

Experience in using large-volume ticketing systems (including web based, kiosks, etc.)
ESB currently uses a state-of-the-art Admission Control and ticketing system provided by Gateway Ticketing Systems; ESB has been using their software for over 10 years. Multiple modules make up their system, however there are 3 main modules: Point of Sale (POS), web-based ticketing (eGalalxy), and Kiosk Sales. The Empire State Building Observatory processes over 4.4 million tickets annually.

A description of the legal/operational structure between the owner and the proposer at each venue
The Empire state Building Observatory is wholly owned by Empire State Building Company L.L.C.

Security procedures at each venue
ESB has state-of-the-art security throughout, and specific security practices and procedures at ESBO. After review, it has been determined that disclosure of detailed information in a limited confidentiality environment could compromise the safety and security it is intended to provide.

In summary, our ring of protection begins on the street when tenants/guests approach the building; includes a state-of-the art-electronic surveillance/access control system; an extremely well-trained physical security team (armed and unarmed); K-9 explosive detection; and all aspects are staffed by trained professionals 24 hours a day/7 days a week. Our security apparatus incorporates its activities, from ordinary daily interaction to counter-terrorism, actively and passively directly with the NYPD, the FBI, and Homeland Security.

As and when there is further discussion on the RFQ or response to an RFP, with appropriate confidentiality all relevant information on the subject can be shared.

Following, please find case studies showcasing ESBC and some of our partners' qualifications to provide superior solutions and programs that garner worldwide attention, in turn driving sales and profitability.

1 Jones Lang LaSalle
Project Management

Company Profile
Jones Lang LaSalle is a financial and professional services firm specializing in real estate. The firm offers integrated services delivered by expert teams worldwide to clients seeking increased value by owning, occupying or investing in real estate. With 2010 global revenue of more than $2.9 billion and more than 40,300 employees, Jones Lang LaSalle serves clients in 70 countries from more than 1,000 locations worldwide, including 200 corporate offices.

Development Management
Jones Lang LaSalle has aligned with the Empire State Building Company L.L.C. to provide the development management services associated with the One World Trade Center Observation Deck assignment. With our development practice completing more than 1,300 projects and 450 million sq. ft. annually, Jones Lang LaSalle has unmatched project management expertise. Our experience covers a broad spectrum of service offerings, including a full spectrum of development management services for new projects and redevelopment initiatives involving office, industrial and specialty projects, such as urban – mixed-use facilities, parking facilities, hotels, retail shopping centers, medical facilities and, most relevant to the current assignment, cultural developments.

The development process is often complex and involves a multitude of consultants, vendors, and contractors. Increasingly, the development process is subject to the accelerated pace of changes in vision and schedules. The risks involved can be significant in terms of cost, time, liability, and lost opportunity. Expert management that provides important initial feasibility information, and manages the design and construction process to the interests of the venue operator is paramount to a successful development. The end result is a venue that is consistent with the overall project goals and the operational plan.

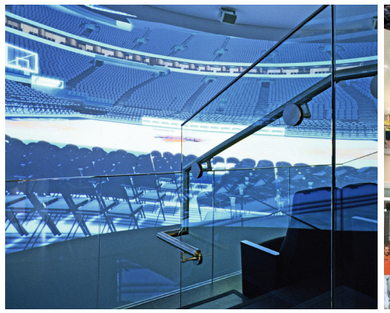
Our development management experience covers a broad spectrum of service offerings, including:
- Development management for complex projects from initial feasibility through project closeout
- Development advisory on behalf of owners during the development process
- Technical due diligence of critical systems on behalf of owners of real estate
- Construction management and monitoring

With more than 1,200 project and development managers nationwide, we have the resources to meet your project needs. At Jones Lang LaSalle we have a dedicated practice devoted to this sector, which enables us to bring our insight and knowledge to advise and support our clients, particularly in the entertainment venue sector, in dealing with the complexity of real estate in their unique local markets. Jones Lang LaSalle's local market expertise, global resources, and best-practice knowledge base allows us to identify, tailor, and implement customized solutions for your project no matter how large or small.

Development Management Strategy
Jones Lang LaSalle has vast experience delivering its project management services to clients that have similar requirements. Such needs include consistent service delivery, process streamlining/improvement and sustainable time and cost savings. As a result of our experience, we understand that the key to achieving your goals while managing consistent workflow involves a team of experienced professionals whose industry and market knowledge enables them to not only seamlessly navigate local requirements, but to also maximize a wealth of information, resources and tools at their disposal. It also requires a consistent approach, seamless processes and on time deliverables.

Unique Qualifications
With projects valued at more than $4 billion in the New York market, Jones Lang LaSalle's Project and Development Services (PDS) division is the leader in the management of design and construction services in the area and offers unique experience with similar assignments. Our New York team has extensive experience in successfully managing similar assignments including the Empire State Building's Observation Deck, and the high-profile renovations of Madison Square Garden, the Beacon Theater and the Apollo Theater. Another signature project recently completed is the development of Bank of America's new 2.1 million sq. ft. office headquarters, One Bryant Park.

Jones Lang LaSalle
Sampling of Capabilities



Madison Square Garden

Generating annual revenues of approximately $1 billion, Madison Square Garden (MSG) is home to the New York Rangers, Knicks, and Liberty sports teams, and hosts approximately 320 events each year. The "World's most famous arena" is in the midst of a comprehensive, top-to-bottom renovation to significantly enhance the experience for customers, athletes, entertainers, fans, and partners. The renovation is a phased project that will be completed over three years, while keeping the arena open during the basketball and hockey seasons and closing it for the summers of 2011, 2012, and 2013. Key aspects of the project include:

- Creating a beautiful new entrance (which doubles in size and features interactive kiosks, retail, climate controlled space, and broadcast studio)
- Widening public concourses (doubling and tripling in size, some with spectacular city views)
- Expanding the selection of food and beverage options (including Blue Seat Bar, Party Deck and Bridge, all which open directly to the arena bowl)
- Upgrading seats
- Improving upper bowl sightlines (that put patrons 17.5 degrees closer to the action)
- Installing of state-of-the-art lighting, sound and LED video systems in HDTV
- Renovating dressing rooms, locker rooms, green rooms, and production offices
- Modernizing additional bathrooms (creating a fully ADA-compliant facility)
- Creating a multi-media homage to MSG's storied history
- Maintaining intimacy of the arena bowl and MSG's world-famous ceiling
- Enhancing corporate amenities (which include 58 lower level suites that will be 40% larger and half the distance to events and include seats in the arena bowl and 20 event level suites that offer a lounge/entertaining atmosphere)

Jones Lang LaSalle, as Owner's Representative, is providing comprehensive project management services for MSG's renovation. Our scope of services include:

- Procuring all required vendors, specialty consultants and a construction manager
- Assisting in the selection, development and negotiation of contracts for a myriad of global experts and consultants
- Providing leadership and consulting services as required to maximize the efficiency of the workflow while minimizing the risks to MSG's operations
- Creating and managing the Master Plan and budget in order to implement the requirements of the project with a focus on the vision and the quality
- Providing documentation and deliverables as required to simplify the monitoring process and ensure timely delivery, installation and close-out
- Providing property management services for architectural, MEP, structural, FF&E, AV, IT, food & beverage, environmental consulting, financing and cost accounting, construction oversight and relocation and warehousing

As part of the MSG initiative, Jones Lang LaSalle and Hornall Anderson worked together to create a "Transformation Center" that helped sell out the new corporate box seats and sponsorships in record time—no small task two years in advance of a single new nail being hammered or new seat installed. Immediately used to share their vision with their most valuable customers, the Transformation Center has also served a valuable role for internal brand understanding and excitement. Our engagement with MSG has utilized all aspects of 360° communication: customer experience innovation and des[redacted] web strategy and design, motion design, sales communication materials, internal communications.

Jones Lang LaSalle

The Team

Ray Quartararo
International Director
Ray Quartararo's current responsibilities are focused on growing the firm's national practice for Project & Development Services as well as cultivating local client relationships and expanding Jones Lang LaSalle's New York tri-state business across all service lines. He becomes personally involved in many of the region's assignments, attending strategic meetings and lending his expertise. He is ultimately responsible for the success of all of the assignments in the Northeast.

Prior to his current position, Mr. Quartararo was the Northeast Regional Manager and International Director for Jones Lang LaSalle's Project and Development Services Group for five years. In this capacity, he managed a team of more than 200 project management professionals, executed more than 10 million sq. ft. of project management assignments, and controlled billions of dollars in construction spend.

Mr. Quartararo has been directly involved with relevant projects such as Madison Square Garden; the new Bank of America building in Manhattan, One Bryant Park; Alvin Ailey Dance Theater; and advisory services to the Port Authority of New York & New Jersey.

Mr. Quartararo is a graduate of New York University School of Business, where he received an MBA in Management and International Business, and Tufts University, where he received a BS in Mechanical Engineering and a BA in English.

Randy Apfelbaum
Senior Vice President
Mr. Apfelbaum is a Senior Vice President in the New York City office of Jones Lang LaSalle. As a Team Lead he is responsible for managing non-profit, educational and cultural institutions. These currently include the restoration of the historic Landmark Apollo Theater in Harlem, the restoration of the landmark Beacon Theater on the Upper West Side, projects for the WCL Academy, the Triennale, NY museum and design center and the new twin ice rink Lakeside Center recreation facility in Prospect Park, Brooklyn. Many of these projects will be LEED Certified.

Prior to joining Jones Lang LaSalle, Mr. Apfelbaum served as Director of Construction for the New York Botanical Garden in the Bronx, NY, was responsible for managing the design and construction of a complete restoration of the exterior envelope of the turn-of-the century, historic, museum building. He also supervised the design and construction of a collection storage facility to house the priceless collection of plant specimens (some dating back to the Lewis and Clark expeditions) and a rare book storage facility, reading room, and display gallery. He was owner's representative for the renewal of Radio City Music Hall, (a major historic restoration of a Landmark theater, infrastructure upgrade, and addition of HDTV television production capability); managed the design and construction of a large Disney retail store in a landmarked theater in Times Square; and managed a major gut rehabilitation project of The Roosevelt Hotel, an historic NYC Landmark structure.

Mr. Apfelbaum is LEED accredited and a graduate of the University of Pennsylvania, where he received a BSCE in Civil and Systems Engineering. He is affiliated with the Society of Civil Engineers (ASCE), the Society of American Value Engineers, and the American Association of Cost Engineers.

Jones Lang LaSalle

The Team (cont'd)

Paul Logan

Vice President

Mr. Logan currently manages the $550 million transformation of the iconic 2.9 million sq. ft. landmark at 350 Fifth Avenue, the Empire State Building. His responsibilities include energy efficiency measures resulting in at least a 38 percent energy reduction, $4.4 million in annual savings, and a LEED Gold Rating. He also manages all phases of project development and delivery, and directs ten on-site project managers. He reports to Malkin Properties, ESB Management and Jones Lang LaSalle. Additional projects that Mr. Logan has managed include: lobby restoration, sustainability exhibit, observatory deck improvements, upgrades to the 102nd and 103rd floors, retail build-outs, large tenant blocks for LFUSA and Coty, build-to-suits, pre-builds, broadcasting tower upgrades, modernization of 70 elevators and escalators, security system overhaul, green roofs, 460 V busway, LL26, LL11, and infrastructural upgrades, among others.

During his real estate career, Paul has worked as an Owner, Owner's Representative/Program Manager, Construction Manager, General Contractor, Sub-Contractor, Designer, and Architect. He has managed in excess of $1.3 billion of projects and worked on projects totaling more than $5 billion. Some of the organizations he has worked with include: Brooklyn Museum of Art, Cooper Union, DCA/DDC in NYC, JP Chase Morgan, Jazz at Lincoln Center, Jonathan Rose Companies, Lincoln Center – LCT3, National Museum of American Jewish History, Polshek Partnership, Related Companies, Seventh Regiment Armory, Sundance Preserve, Turner Construction, the United States Naval Academy, and Yale University, among many others.

Mr. Logan is a registered Architect, member of the AIA, and a LEED AP. He graduated from Oberlin College and the University of Texas at Austin.

2 Beyer Blinder Architects & Planners LLP
Architect

Company Profile
Beyer Blinder Belle Architects & Planners LLP (BBB) is an award-winning, international practice of architects, planners, interior designers, and historic preservationists. Founded in 1968 and now numbering 125 professionals in New York City and Washington, DC, the firm has won three Presidential Design Awards, the Medal of Honor from the AIA New York Chapter, the national AIA Firm Award, and hundreds of other awards for design and planning. In 2010 the restoration of the Empire State Building lobby received a National Preservation Honor Award from the National Trust for Historic Preservation.

What makes BBB unique is its integration of three key elements of its practice: historic preservation, planning, and design of modern buildings in historic settings. BBB is recognized for the restoration of American icons such as Ellis Island Immigration Museum, Rockefeller Center, the Empire State Building, and Grand Central Terminal.

The firm is also known for innovative planning and new design, either singly or in collaboration, of commercial, mixed-use developments and entertainment projects, such as the new world trade center complex, Kansas City Power & Light District, and the Lincoln Center Redevelopment. Whether restored or new, the firm's work and approach is characterized by sensitivity to context and responsiveness to client needs. Our work is renowned for its ability to capture and communicate to visitors the qualities and spirit that characterize unique buildings, places, and experiences.

Beyer Blinder Architects & Planners LLP
Sampling of Capabilities

Grand Central Terminal

Beyer Blinder Belle's relationship with Grand Central spans nearly 20 years, with members of BBB's core preservation team serving on projects from the critically acclaimed restoration and revitalization completed in 1998 to a number of current projects.

The Grand Central Terminal Revitalization project began with a master plan that identified and defined items required for the rehabilitation of the physical and functional integrity of the building, addressing such specific topics as water intrusion, life safety issues, and utility updates. Following approval of the master plan, a multi-phased restoration began, starting with the Terminal's "lobby," the former Main Waiting Room now known as Vanderbilt Hall, and continuing throughout the entire building's interior and encompassing the exterior restoration of the street level façade and the sculpture group atop the south façade.

Additional projects include:
- Leasing Support "on-call" services in support of the initial leasing of Grand Central Terminal during and following the restoration project
- Development of a new design for the various circulation elements for North End Access, including entrances, cross-passages, spines, lighting, and the integration of Arts for Transit works into the overall design (1999)
- Retail feasibility study for "Carey's Hole," a series of extensive below-grade spaces now occupied by Metro-North Railroad employee facilities, mechanical rooms, tenant storage, and other miscellaneous back-of-house uses (ongoing)
- East Side Access, where the firm's primary responsibility is to ensure the seamless and sensitive integration of the new LIRR terminal architecture and technology with the existing historic Grand Central facility (ongoing)
- Metro-North Employee Facilities, a design-build project for a new employee facility area that entails the addition of an 8,000 sq. ft. floor area and an additional 7,000 sq. ft. back-of-house area within the historical structure, which requires SHPO and NYC Landmarks approvals (ongoing)

The retail revitalization of Grand Central recaptured the building's commercial appeal and reinvigorated its underutilized spaces. Part of the plan called for reusing the structure of the vacant bank building at 416 Lexington Avenue to create a new 43rd Street entrance lined with market food stores, which mirror the finest European open-air markets. The redesigned Hyatt Passageway, once bleak and disorganized, has become an elegant arcade with handsome storefronts and unique retail shops. Restaurants have been added to the long-vacant North and East balconies in the Main Concourse. The passage that originally led to the Incoming Train Room has been redesigned to include a café and open retail areas. The Lower Concourse, formerly one of the most deserted places in the Terminal, is now filled with quality food tenants. Designed in association with Rockwell Architecture, this new, lower-level Dining Concourse is now one of New York's premier "people places."

Beyer Blinder Architects & Planners LLP

The Team

Frank J. Prial Jr. AIA
Associate Partner / Lead Management
EDUCATION B.Arch., with honors, Pratt Institute, 1988 B.A., English, with honors, University of Massachusetts, Amherst, 1982
Mr. Prial has over 24 years of experience in the design and management of significant historic preservation projects. He has contributed to and led many of the firm's most complex restoration and revitalization projects, including Grand Central Terminal, the Empire State Building, the Morgan Library & Museum with Renzo Piano Building Workshop, and MTA/LIRR East Side Access with AECOM.

His projects have been recognized with many prestigious preservation awards, including the Lucy G. Moses award from the New York Landmarks Conservancy, and awards from the New York Preservation League and AIA New York State. In 2010 the restoration of the Empire State Building lobby received a National Preservation Honor Award from the National Trust for Historic Preservation.

Mr. Prial has served on the Board of Advisors of the Historic Districts Council and is a regular presenter and visiting critic in Architecture, Preservation and Urban Design at Pratt Institute and at the New Jersey Institute of Technology. In 2008 he was a featured speaker in an episode of The American Experience entitled Grand Central, which broadcasted nationally on PBS.

Mr. Prial has been a registered architect in the State of New York since 1991.

Richard Metsky AIA, LEED AP
Partner / Designer
EDUCATION M.Arch., Cornell University, 1983 B.Arch., Cornell University, 1981
As one of Beyer Blinder Belle's lead designers for transportation, commercial, and mixed-use developments, Richard Metsky has worked with many of the region's most prominent developers, ushering complex projects through public review, public agencies, and SHPO processes. He has directed numerous master planning, design, and adaptive reuse projects for historic and contemporary structures, and he has taken a leading role in the design of new transportation and industrial buildings, many of which have significant urban design and planning components.

Richard Metsky is a licensed architect in the states of New York, New Jersey, Pennsylvania, and Connecticut. He is LEED accredited and is a member of the American Institute of Architects.

Cleary Larkin AIA
Project Architect
EDUCATION M.S., Historic Preservation, Columbia University, 2007 B.Arch., University of Arkansas, 1999
Ms. Larkin joined Beyer Blinder Belle in 2007 upon completion of her graduate degree in Historic Preservation. Prior to that, she gained six years of experience with an architecture/planning firm in Virginia. As an architect, she has managed and participated in a variety of projects, from preliminary surveys and condition assessments, through all design phases, production of bid/construction documents, and construction administration. Her preservation work has also encompassed research and writing for Historic Structures Reports, Preliminary Information Forms, National Register nominations, Historic Rehabilitation Tax Credit applications, and State Historic Preservation Office applications.

Ms. Larkin is a member of the National Trust for Historic Preservation, the Vernacular Architecture Forum, and DoCoMoMo US. She sits on the board of the Fitch Foundation and is President of Columbia University's Historic Preservation Program Preservation Alumni Board. In the fall of 2010, she became an Adjunct Assistant Professor at Columbia University and taught in the Historic Preservation Studio. She is a registered architect in Virginia.

3 AKF
Engineering, Commissioning, Testing, Technology, Lighting

Company Profile
AKF is an award-winning full-service engineering firm, specializing in HVAC, electrical, plumbing, fire/life safety, controls, central utilities, energy management, technology, critical systems, commissioning, testing, lighting design, and sustainable design services. With offices in Arlington, VA; Boston, MA; Columbus, OH; Minneapolis, MN; New York, NY; Philadelphia, PA; Princeton, NJ; Rochester, MN; Stamford, CT; and Mexico City, Mexico, AKF provides engineering services for a wide range of facility types including corporate, education, healthcare, critical systems, central utilities, science and technology, residential, retail, cultural and hospitality. We are members of the United States Green Building Council, as well as the Mexico GBC, and we actively encourage our firm members to become LEED Accredited Professionals.

We built our practice in 1989 by collaborating with our clients to deliver responsive, cost-effective solutions. Our firm is now comprised of 25 partners and we have successfully completed assignments on both national and international projects. AKF is dedicated to providing excellence in engineering and service to our clients and is organized to allow for continual succession and opportunities for all members of the firm. Today, the firm is comprised of over 350 members and a majority of engineers are licensed professional engineers.

AKF Technologies specializes in all aspects of information technology, telecommunications, audiovisual and electronic security planning, design, and implementation management. AKF Technologies can serve clients directly or can combine its services with AKF's traditional engineering disciplines to provide a fully integrated product.

AKF Analysis & Testing specializes in vibration monitoring, vibration analysis, acceptance testing, critical speed testing, and motor current waveform analysis. Over the past 20 years, our highly experienced engineers and analysts have focused their expertise on building operations, chiller plants, and automation systems, serving clients directly or in combination with AKF's specialized engineering disciplines to provide a fully integrated solution. We focus on both the present and future, seeking new ways to meet energy management challenges to optimize operational costs.

AKF
Sampling of Capabilities

AKF is currently designing the Retail component of the World Trade Center site for the World Trade Center Redevelopment Division of the Port Authority of New York and New Jersey. This Retail component is approximately 600,000 sq. ft. of space spread throughout the site, both below grade and also above grade within the various new buildings on the site.

AKF currently is also advising the World Trade Center Redevelopment Division (WTCR) of the Port Authority of New York and New Jersey on all MEP-related issues associated with the site, including limited oversight of the SPI (Silverstein Properties) and DDP (Downtown Design Partnership - Hub Design Teams) work. We provide the independent "eyes" for the port for all programs on the site and are also working on the overall utility and site planning for operational purposes.

The AKF scope to date has included, but has not been limited to the following:

- Advising the Port Authority (WTCR) on all Retail-related MEP scope
- Developed all system concepts, sketches, and negotiate and coordinate for space in the below and above grade spaces for all Retail-related MEP systems (currently 600,000 sq. ft.)
- Providing oversight and consulting reviews of concepts and scopes in the Freedom Tower designs developed by JBB and DDP. Advise the PA WTCR Division on alternate possibilities, etc.
- Providing oversight and consulting reviews of concepts and scopes in the Transit Hub designed by DDP (Downtown Design Partnership). Advise the WTCR Division of the PA on alternate possibilities, etc.
- Provided alternate design studies for the following:
    - Central chilled water plant/DX scopes
    - Hub supply and exhausts
    - Bus and car parking MEP systems
    - Site primary distribution centers and site power distribution
- Provided and providing Leasing assistance and MEP scope and program development for the PA's Tower 4 occupancy scope (which is currently 600,000+ sq. ft.)
- Design all Retail MEP systems including all central fans for outdoor air, smoke exhaust, general exhaust, TX, chilled water distribution, hot water distribution, all steam service, all gas service, sanitary systems, domestic water systems, fire alarm systems, etc.

AKF

The Team

Christopher O. McHugh PE, LEED AP, CEM
Partner-in-Charge
Mr. McHugh has over 26 years of mechanical heating, ventilation, and air conditioning study and design experience. He has been a project manager and project engineer on a wide variety of projects both large and small. He is responsive and available to clients needs on a daily basis.

Mr. McHugh is a LEED 2.0 Accredited Professional and leads AKF Engineer's sustainable design initiative. He has collaborated on the design of buildings incorporating innovative sustainable features such as geothermal heat pumps, radiant floor heat system, condensing boilers, and heat recovery systems. He continues to attend intermediate LEED workshops.

EDUCATION
Mr. McHugh is a graduate of The Pratt Institute and holds a Bachelor of Engineering in Mechanical Engineering.

ENGINEERING LICENSES
NCEES, Idaho, Kansas, Kentucky, Missouri, Nevada, New Jersey, New York, and West Virginia

CERTIFIED/ACCREDITATION
Association of Energy Engineers (CEM) – Energy Manager, LEED 2.0 Accredited Professional

PROFESSIONAL ACTIVITIES AND AFFILIATIONS
Member: American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Board of Governors New York City Chapter 1990-2000, President of New York Chapter 1998-1999 Association of Energy Engineers (AEE), ACEC NY Energy Committee Chairman 2001/02; Mechanical Code Committee 2002/03; New York City Model Code Program; NYACE Energy Committee Member 2003 to Present; United States Green Building Council (USGBC) NY Chapter - Urban Green Council (UGC)

Robert O. Gibson PE
Partner-in-Charge
Mr. Gibson has over 16 years of mechanical design experience as a Partner-in-Charge and Project Manager. He has provided management and design services on a variety of projects involving multiple areas of mechanical design and leads the effort for AKF's Commissioning Group as the Mechanical Commissioning Lead Engineer. He has extensive knowledge and implementation of the overall commissioning process. Mr. Gibson has also worked on numerous commissioning projects throughout the country.

EDUCATION
Mr. Gibson is a graduate of Villanova University, Villanova, PA and holds a Bachelor of Science degree in Mechanical Engineering.

ENGINEERING LICENSES
New York

PROFESSIONAL ACTIVITIES AND AFFILIATIONS
Member: American Society of Mechanical Engineers (ASME); American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) – Board of Governors – NY Chapter; Chairman of the Chapter Technologies Transfer Committee for the NYC Chapter of ASHRAE and Board Member; 7X24 Exchange New York and National Chapter; United States Green Building Council (USGBC)

AKF

The Team (cont'd)

Francis J. Lorenz PE
Partner-in-Charge
Mr. Lorenz has over 39 years of experience in the practice of engineering design. Mr. Lorenz has established himself as one of the preeminent practitioners in his field. His standing in the design and real estate communities is attested to by his list of long-standing clients, professional affiliations, and industry honors.

EDUCATION
Mr. Lorenz is a graduate of the Manhattan College at New York, NY and holds a Bachelor of Electrical Engineering degree.

ENGINEERING LICENSES
New York, New Jersey, Pennsylvania, Colorado, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Michigan, Ohio, Texas, Utah, Virginia, Washington DC, Wisconsin, NCEES

PROFESSIONAL ACTIVITIES AND AFFILIATIONS
Member: Past President of ACEC NY; Electrical Code Advisory Board; Vice Chair of Electrical Code Revision & Interpretation Committee (ECRIC); Electrical Code Advisory Committee (ECAC) and Chair of Panel 5 of ECRIC; Chair of ACEC NY of Constitution Committee; Electrical Codes Committee; College Liaison Committee; Planning Cabinet; NYSSPE; IEEE; YMCA-Buildings & Properties Committee; Manhattan College Consultors' Committee; New York City Model Code Program; Fire Protection Committee; Fire Alarm Sub Committee; and New York State AIA Firm Management Committee

4 Hornall Anderson
Experience Designers

Company Profile
Hornall Anderson specializes in the design and execution of customer experiences that bring meaning to brands and consumers and business results for our clients. We use design to create experiences from branding, to print, to digital and packaged goods, environments, virtual worlds, and beyond. As it relates to the built environment, some of the world's most iconic buildings and great towers have trusted us to develop rich and meaningful visitor experience solutions that transform and enliven their sites. You can see the impact of our work in iconic places such as Madison Square Garden, Sydney Opera House, and the Empire State Building, and on Fortune 500 brands such as Starbucks, PepsiCo. and Microsoft.

Our visitor experience design works focuses on creating compelling, customized experiences that immerse visitors and ensure a powerful and moving connection and narrative development enlivened through cutting-edge analog and digital platforms. While the physical structure will always be the pinnacle of a visit, it is high-caliber experiences that wrap around the physicality of the space that exceed expectations and leave indelible memories. This includes web, ticketing, promotion, mobile, and social platforms in addition to the physical tour. These experiences are always built to be operationally seamless and commercially sound.

We create powerful customer experiences that deliver value and proven results for our clients. And we'll do it for One World Trade Center Observation Deck.

Hornall Anderson
Sampling of Capabilities

Skydeck Chicago (Willis Tower)

As part of a building-wide renovation, Hornall Anderson worked as the lead partner (via contract) to conceptualize, design, and implement a unique visitor experience for Skydeck Chicago, which operates as a subsidiary business for the Willis Tower ownership group.

We advanced an epic view into a 360° consumer experience. Our design transformed what had been a dark, lifeless waiting area into an immersive and interactive environment; a symphony of technology, art and strategic planning that position the tower as an integral part of the city's identity. This experience married the tower's iconic legacy (formerly known as Sears Tower) with its vision for the future, connecting visitors to Chicago's rich history, culture, and people.

Our first goal centered on the building's 1.4 million annual visitors. We wanted to make this experience more than a long wait for a great view; it had to be holistic and engaging. We began by rebranding the Skydeck and creating a cohesive visual and verbal platform that extended from the ground up.

Our second goal centered on the Skydeck's business and operational needs. The view from the top was already spectacular, so we focused on transforming the queuing experience. Through strategic traffic management, signage, and a combination of analog and digital interactive modules, we transformed what had been a "necessary evil" into a brand engagement that users were able to enjoy and share, thereby helping to validate an increased ticket price.

Achieving these goals required that we understand the buildings operational realities, which included security (X-ray and observational staff). We also had to be sensitive to the operational footprint the experience would impose on the staff. Through extensive research on ticketing and heavy volume queuing, we developed a traffic management plan that included alternate routing and Fast-Pass options.

Our team was responsible for the brand positioning, the strategic planning for the experience, all creative, all interactive design and development. We also oversaw installation and were responsible for all vendor management. Our partners included BKE Contracting (Construction), Xibitz Inc. (Fabrication), Creative Technologies (A/V Integration) and Soraya Planning & Design (Architecture).

The revamped Skydeck experience opened in July of 2009, and has seen a dramatic reduction in perceived wait times and an order of magnitude increases in overall visitor satisfaction, helping Willis Tower meet its business goals and reinvent itself as a Chicago icon.

Hornall Anderson

The Team

Jamie Monberg
Chief Experience Officer
Jamie Monberg is Chief Experience Officer at Hornall Anderson, where he quietly (and not so quietly) espouses the belief that defining interactive solely in terms of "digital" technology is an outdated way of thinking. Jamie cut his teeth in Redmond, where he worked in interactive product development and advanced research, winning several technology patents, serving as a consultant for numerous start-ups, and guiding the successful launch of Sidewalk.com. Since joining HA in 2005, Jamie's focus has been on dissolving the dividing lines of print/digital, interactive/environmental, helping the firm create great interactive experiences that transcend the limitations of any one medium.

Ashley Arhart
Creative Director
Ashley understands that a brand comes to life through the consumer experience – a term which covers a wide world of possibilities, but ultimately, must respond to and connect with the needs of the consumer. She has been leading remarkable and distinct experiences for over 20 years with roles as Creative Director of The Retail Group in Seattle, as well as Director of Creative Design and Visual Merchandising at Eddie Bauer, Inc.

Since joining Hornall Anderson, Ashley has been inspired and is inspiring memorable connections with such clients as the Empire State Building, Sydney Opera House, Skydeck Chicago (Willis Tower), Avon, Amazon, Boston Market, Madison Square Garden, Microsoft, Target, and Tishman Speyer.

Joseph King
Design Director
Joseph, a native of Seattle, first worked with Hornall Anderson as a contract designer supporting several in-store interactive experiences for AT&T Wireless. During a hiatus from agency life, Joseph developed his own clients and expanded his portfolio to include identity, print design, and self-initiated art projects. In 2005, Joseph joined the interactive team at Hornall Anderson where he has contributed to the success of accounts including Willis Tower, HTC, Ripple Effect by WSU, Citation Shares, IBM, the Space Needle, and Amazon.com.

With a strong background in traditional design, Joseph has the unique ability to work in both online and offline practice groups, adding conceptual and tactical value to integrated design projects.

5 Andrews International
Security Services

Company Profile
Andrews International brings to its clients an integrated approach to security that provides a range of services and a proven level of reliability to meet both the conventional and extended security needs their business.

Our approach to security is based on broad-spectrum solutions that meet our clients' unique enterprise objectives. As an international security and risk mitigation services provider, our portfolio of services includes uniformed security officers, personal protection/threat management, special event security, consulting and investigations, and disaster and emergency response to the private and public sector. Andrews International also provides training to numerous clients in the field of security management, asset protection, criminal law, CPR, AED, and first-aid. Our focus is forming strategic partnerships to offer services that help mitigate our clients' security and asset protection vulnerabilities. A comprehensive training program assures that Andrews International security personnel meet the highest standards of the industry.

Over the past two decades, Andrews International has expanded its service capabilities and geographic reach to become the largest American, privately owned multi-service security firm in the United States, with direct operations in 40 states and services provided in all 50.

Andrews employs over 15,000 people and is the sixth-largest security services firm in the United States.

AI is one of the few contract security companies in the United States to have achieved the Certification level for the Safety Act; an audited and approved Department of Homeland Security recognized professional standard.

Andrews International
Sampling of Capabilities

9/11 Memorial Museum

In June 2011, Andrews International was selected to provide security services for the 9/11 Memorial Museum, a national tribute of remembrance to honor the 2,983 people killed in the terrorist attacks of September 11, 2001.

Andrews was immediately called upon to design a program to attract, hire, and train over 130 people to work the 9/11 site. After assessing the physical site layout and neighboring geological demographics, our experience quickly proved to be a great value as we needed to generate a security resource and training program in a very short period and be prepared to greet the world on September 11, the opening of the memorial to honor the 10-year anniversary of the terrorist attacks.

The 10-year anniversary and opening of the 9/11 Memorial required a flawless performance from our security team as some of our featured guests included all the living U.S. Presidents, along with dignitaries from around the world and relatives of the 9/11 victims. Our ability to work with the U.S. Secret Service, FBI, and Homeland Security, along with NY State and local police departments, proved invaluable as the opening was impeccably delivered and received by all accounts.

The Andrews management team partnered with the resident 9/11 security management to create standard operating procedures, identify and develop posts, and prepare post orders, in order to efficiently provide concierge level security to the site. AI's use of CPR, AED, and fire safety–trained security officers helps to provide an added sense of assurance in a high-volume visitor facility. In addition, all security personnel were trained to properly screen and process visitors through the use of CCTV, metal detectors, X-ray screening machines and magnetometers at TSA and Government Institution standards. Again, our ability to merge technology with highly trained and qualified security personnel ensures delivery of consistent service levels, attention to detail and unmatched customer service even as we process visitors in large numbers. In fact, our record high at the 9/11 Memorial is 1,600 visitors processed – in one hour. We estimate the annual visitor numbers to approach 5 million people.

AI currently provides over 4,000 hours per week of security service to the 9/11 Memorial that consists of 135 security officers, working alongside the Port Authority and New York Police Department.

Andrews International

The Team

James Wood
President
Jim Wood is responsible for the overall operations and business development of the Northeast U.S. region's full spectrum of services: armed/unarmed security services for a wide range of clients, including patrol services, executive protection, security services for motion picture and television productions, as well as consulting and investigative services, surveillance system assessment, and explosive-detection canine units.

Jim has 39 years of experience in the industry. He served as president of Copstat Security, LLC prior to its merger with Andrews International. He still maintains many ties and connections with the New York Police Department, where he was once employed. He has also served as a member of the New York Drug Enforcement Administration Task Force.

Jim belongs to the New York chapter of ASIS International. He graduated from the New York Institute of Technology with a Bachelor of Science degree in Behavioral Sciences.

John A. Petruzzi, Jr.,
CPP, CISM Senior Vice President, Northeast Region
John Petruzzi, Jr., CPP, CISM is responsible for developing new business and maintaining successful operations of client accounts in Andrews International's Northeast Region. John brings security experience in both the public and private sector to his position with AI. For the last ten years he has held leadership positions with direct responsibility for managing physical and information security programs within distinct business verticals, including investment banking, public utilities, and commercial real estate. Additionally, he has provided consulting service focused on holistic security and enterprise risk management.

John has 19 years of industry experience. Before joining Andrews International, he served as Managing Director of Enterprise Risk Management Practice for Brightfly, Inc. in Houston, Texas. Other positions he has held include VP Corporate Security and Emergency Management for Simon Property Group in Indianapolis, IN; Director Enterprise Security for Constellation Energy in Baltimore, MD; Security Manager for Deutsche Bank in Baltimore, MD; and Executive Protection Specialist for Bankers Trust Company in New York City. John also served as a non-commissioned officer in the United States Marine Corps.

John is a member of ASIS International, Information Systems Audit and Control Association (ISACA), and Information Systems Security Association (ISSA). He is also a key contributor and presenter for the Alliance for Enterprise Security Risk Management (AESRM), a partnership between ASIS, ISSA, and ISACA.

John has recently served on the advisory board of the CSO Roundtable and as a board member for ASIS International. Additionally, John serves as a trustee for the ASIS Foundation and as a member of ASIS International's Commercial Real Estate Council and the Privacy & Personnel Information Management Council.

Previous affiliations also include the Homeland Security Taskforce of the International Council of Shopping Centers (ICSC), the CISO forum of ISSA, the Information Risk Executive Council (IREC) of the Corporate Executive Board, and as a member of the Commercial Facilities Sector, Department of Homeland Security.

John earned his Bachelor's degree in Security Management from American Military University, and he earned an Associate's degree in Criminal Justice from Fairmont State University. He also attended the ISMA Leadership Program at Georgetown University.

John maintains board certification with ASIS International's, Certified Protection Professional (CPP) and ISACA's, Certified Information Security Manager (CISM) designations.

Andrews International

The Team (cont'd)

Joseph Tuccio
Vice President of Operations
As Vice President of Operations for Andrews International, Joseph "Joe" Tuccio interacts with clients, negotiates contracts, oversees site managers and supervisors, and ensures clients receive excellent service and responsive management. He is responsible for handling over 13,000 HPW throughout Manhattan. Joe brings over 30 years of experience from both public and private sector positions in law enforcement and security to his position.

Joe came to Andrews from Garda Security (formerly Vance) where he served as the Tri-State Regional Operations Manager. In that capacity he was responsible for managing all aspects of Garda's uniformed protection and security service business, which served top Fortune 500 clients in New York and New Jersey.

Prior to joining Andrews International, Joe served over 20 years with the New York City Police Department, achieving the rank of Lieutenant. He was designated as the Executive Officer of the Operations Unit (responsibilities included monitoring and directing citywide operations and Headquarters Security), and Citywide Task Supervisor (responsible for addressing serious pattern crimes citywide). Joe also served on two union boards and contract negotiating teams.

6 RDA International, Inc.

Marketing Strategy & Creative Services

Company Profile

RDA is a long-standing, independent advertising and branding agency based in New York City. We offer a full range of services (both digital and analog) to solve marketing challenges with a mix of strategy, creative and technology, often becoming an extension of our clients' marketing departments.

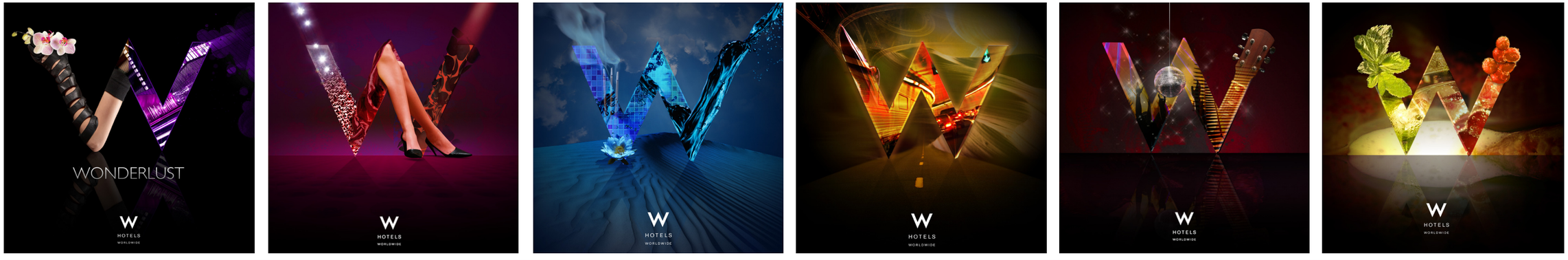
Since 1976, we have remained true to our founding principle of integrating multiple communication disciplines. Today, RDA's diverse tool set consists of branding, traditional advertising, digital advertising, social media, CRM, media buying, and planning. We work within industries and for companies where we possess special expertise (hospitality and tourism, consumer electronics, video games, food and beverage, beauty and cosmetics).

Here are a few of our current partners:

We are very proud of our New York identity and feel privileged to be in a position to propel it on the worldwide stage, working with companies such as Empire State Building Observatory, Rockefeller Center, Top of the Rock, and Citi Habitats. We helped New York's W Hotels grow beyond a local boutique collection into a global hotel chain, and even contributed to our own local downtown community with the Hudson Square BID. RDA's unique understanding of the New York market comes in great part from being an integral part of it.

RDA International, Inc

Sampling of Capabilities



W Hotels, Aloft Hotels, Element Hotels and Four Points Hotels (Starwood Worldwide), 2002-Present

While serving as Starwood Hotels' agency of record for W Hotels Worldwide, Aloft Hotels, and Element Hotels, we grew to understand that hospitality marketing is – even though not labeled as such – destination marketing.

RDA helped define W Hotels' essence in terms of what luxury meant (attitude and flair over possessions and flaunt) and paved the way for the emergence of a new category in hospitality: lifestyle and boutique hotels. Underneath this global branding effort, each property (retreats, spas, hotels, residences) was treated with a life of its own, inspired by what made the locale so unique (the local people, the culture, the experiences available, the services provided), creating true attractions at the congruence of art and leisure. In less than 5 years, we also helped W Hotels transform its advertising strategies to an exclusively digital approach (social media, widgets, websites, etc.).

RDA executed this vision across all customer and industry-facing materials: advertising on- and offline, website, in-hotel collateral, developer materials, social media initiatives (Facebook pages, gaming widgets, and viral videos). We worked directly with architects, interior designers, and design influencers to bring the brand concepts to life, from interior design to experiential spaces (W the Store, W The Card rewards program, etc.).

Growing out of the W success, RDA was assigned the task of creating the Aloft Hotels and Element Hotels Brands from scratch (concept, positioning, name, logo, core values, brand aesthetic), and handled the execution of this vision across all customer and industry-facing materials: advertising on- and offline, website, in-hotel collateral, developer materials, social media initiatives (Facebook pages, gaming widgets, viral videos). With 50 properties scheduled to be open by end of the year, Aloft is fast becoming the hotel industry's newest powerhouse and one of the few brands positioned to flourish in this down economy. RDA worked directly with architects such as David Rockwell to bring the brand concepts to life, from interior design to experiential spaces (XYZ bar and pool tables in Aloft Hotels).

RDA International, Inc

The Team

Michael Racz
CEO & Principal
Michael Racz co-founded the agency in 1976 and has pursued its passion-driven marketing approach ever since. Michael's career began in account management at some of New York's largest and finest advertising agencies (McCann Erickson, Compton, DDB, FCB, and B&B).

At FCB, he was Director of Marketing & New Product Development, responsible for dreaming up new products for Clairol and Bristol Myers. At Compton and B&B, he applied his new product development expertise to Procter & Gamble, and was responsible for the launch of evergreen packaged goods successes such as Bounce Fabric Softener, Duncan Hines Specialty Mixes, and Folgers Coffee.

Being a "techie" and hobbyist from childhood, Mr. Racz openly embraces the new tech that has transformed the marketing industry. Starting RDA's interactive division in 1994 (pre-Google), he rapidly incorporates all the effective digital marketing and communications tools (SEO, SEM, CRM, etc.) as soon as they emerge. Believing as he did from the outset in a multi-disciplinary approach to marketing, Mr. Racz continues to offer RDA's clients cohesive, state-of-the-art campaigns across all touch points.

Anthony Bagliani
Executive Creative Director
Anthony oversees and stimulates all creative work produced, from establishing the brand aesthetic of RDA's clients to executing in print, television or interactive media. Anthony's innate design sense was first refined at the Rhode Island School of Design, and for the past 20 years has been applied to many diversified fields such as hospitality & tourism (Empire State Building Observatory, W Hotels, Rockefeller Center, Top of the Rock, Aloft Hotels, Element Hotels), cosmetics (Astor, Davidoff, Lancaster, Estee Lauder), fashion (LVMH, Jill Sander, Tommy Hilfiger), entertainment (Sony, Viacom, HBO, MTV, Take 2), and the food industry (Douglas Rodriguez, Daniel Boulud, Steven Star).

For the past 15 years at RDA, Anthony and his teams have established the brand aesthetic for all of the agency's clients, each of which is the leader in its respective field.

Robyn McRae
Media Director
Robyn manages the planning and buying for all media (TV, print, online, radio, outdoor, new media) for clients including Empire State Building Observatory, Starwood (W Hotels), Top of the Rock, MTV Games, NIVEA, Sony, and others. She collaborates with the account and creative teams to unlock the most innovative and impactful media solutions possible.

Robyn formerly was a media planner and buyer at Carat Freeman, a division of Carat Worldwide, specializing in high technology multinational accounts. Her work there began in 1998 and included strategic media planning for accounts such Symantec, Philips Electronics, NEC, and the HP Medical Division. Robyn then moved on to become Media Supervisor of the Hill Holliday media group. Her in-depth experience encompasses all media research techniques, including resources such as @plan, MRI, ComScore Media Metrix, among many others.

For the past 11 years, Robyn has led the planning and buying team at RDA, incorporating both traditional and digital advertising.

Exhibit E: Legal Proceedings (Related to ESBO)

Plaintiff	Description of Action	Approx. Date Commenced	Damages Sought
New York Skyline, Inc.	Plaintiff, a tenant in the ESB ("Skyline"), which operates a simulator attraction in the ESB, commenced an action against Empire State Building Company L.L.C. in August 2008 after Empire State Building Company L.L.C. served Skyline with a notice to cure numerous defaults; its complaint alleged numerous breaches of contract, tort, and other causes of action; Skyline later commenced a Chapter 11 bankruptcy proceeding; Empire State Building Company L.L.C. commenced a bankruptcy court adversary proceeding against Skyline seeking certain declarations relating to Skyline's bankruptcy and defaults; both parties moved for summary judgment on some of the claims, and the Court granted summary judgment in favor of Empire State Building Company L.L.C. dismissing Skyline's rescission claims; the parties are currently engaged in discovery on the remaining claims in litigation; Skyline's bankruptcy case has closed.	Aug-08	Amount not specified in complaint

Exhibit F: Acknowledgement of Receipt of Addenda to the RFQ

Addenda Numbers: Addenda #1 and #2

The Respondent _____, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.

_____
Signature of Respondent

_____
Name

_____
Title

_____
Date

Exhibit G: Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Date

Signed

Name

Title

Name of Firm

Organized as a (mark one)

☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.

Under the Law of the State of

Legal Address

Telephone

Facsimile

Web

MALKIN HOLDINGS

Appendix

Dunn and Bradstreet Report

Comprehensive Report ..... **Pg. 38**

Commercial Credit Scoring Report ..... **Pg. 46**

Balance Sheet Financials

Years Ended December 31, 2009 and 2008 ..... **Pg. 48**

Years Ended December 31, 2010 and 2009 ..... **Pg. 56**

Dunn and Bradstreet Report *Comprehensive Report*

DNBi® Risk Management

ATTN: Jessica Hayden
Report Printed: November 03, 2011

Live Report : EMPIRE STATE BUILDING COMPANY L.L.C.

D-U-N-S® Number: 61-917-5151
Endorsement/Billing Reference: jhayden@esbnyc.com

D&B Address

Address 350 5th Ave Ste 300
New York,NY - 10118
Phone 212 736-3100
Fax 212-947-1360

Location Type Branch **>> Headquarters**
Web www.esbnyc.com

Endorsement : jhayden@esbnyc.com

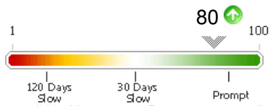
Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	80
Commercial Credit Score Class	2
Financial Stress Class	3
Credit Limit - D&B Conservative	50,000.00
D&B Rating	-

D&B 3-month PAYDEX®



When weighted by amount, Payments to suppliers average Within terms

D&B Company Overview

This is a **branch** location. All information is for the branch except the Financial Stress, Credit Score and D&B Credit Limit information, which is provided for the **headquarters (HQ)** location.

Branch Manager	JIM CONNERS, MANAGER
SIC	6531
Line of business	Real estate agent/ manager
NAICS	531210

Commercial Credit Score Class for Headquarters

Company News

Today: Thursday, November 03, 2011

This company is not currently tracked for Company News.

Powered by FirstRain

D&B PAYDEX®

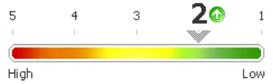
When weighted by amount, Payments to suppliers average generally within terms

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	3	04/27/04

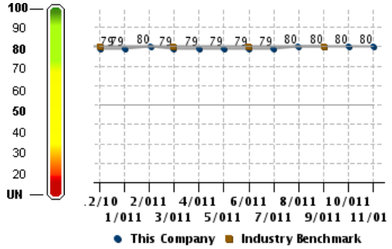
The public record items contained herein may have



been paid, terminated, vacated or released prior to todays date.

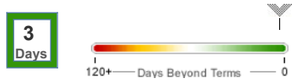
Financial Stress Score Class for Headquarters

PAYDEX® Trend Chart



Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

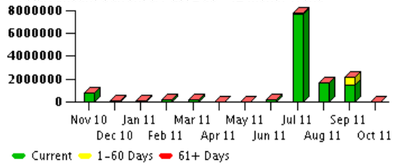


Dollar-weighted average of **12** payment experiences reported from **8** Companies

Recent Derogatory Events

	Aug-11	Sep-11	Oct-11
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 12 Month Trend



Corporate Linkage

Headquarters

Company	City , State	D-U-N-S® NUMBER
EMPIRE STATE BUILDING COMPANY L.L.C.	NEW YORK , New York	07-772-4193

MALKIN HOLDINGS

Dunn and Bradstreet Report *Comprehensive Report*

Predictive Scores

Currency: Shown in USD unless otherwise indicated

Credit Capacity Summary

This credit rating was assigned because of D&Bs assessment of the companys creditworthiness. For more information, see the D&B Rating Key

D&B Rating : **Branch**

The term "BRANCH" in the Rating field indicates that this company is a branch location. D&B Ratings do not appear on branch reports

Number of Employees Total: (35-40 here)

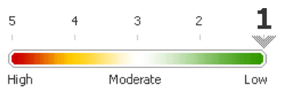
Payment Activity:	(based on 47 experiences)
Average High Credit:	188,728
Highest Credit:	6,000,000
Total Highest Credit:	7,220,200

D&B Credit Limit Recommendation (HQ)

This is a Branch location. D&B provides Credit Limit Recommendations for the branchs Headquarters (HQ) location noted below:

EMPIRE STATE BUILDING COMPANY L.L.C. D-U-N-S® # 07-772-4193

Conservative credit Limit (HQ):	50,000
Aggressive credit Limit: (HQ):	90,000
Risk category for this business :	**LOW**



This recommended Credit Limit is based on the company profile and on profiles of other companies with similarities in size, industry, and credit usage.
Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.
The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class (HQ) :

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months.

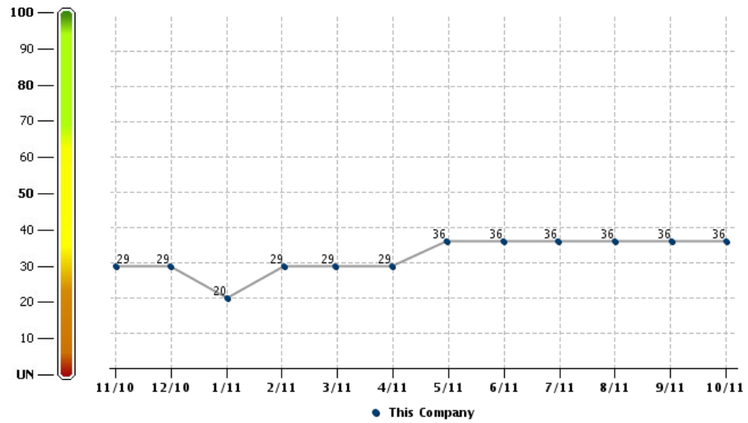
Probability of Failure:

- Among Businesses with this Class: **0.24 %** (24 per 10,000)
- Financial Stress National Percentile (HQ) : **36** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score (HQ) : **1453** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average of Businesses in D&Bs database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

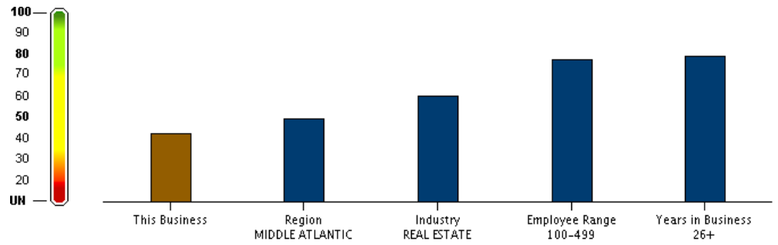
- Composite credit appraisal is rated fair.
- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Evidence of open liens.
- High proportion of slow payment experiences to total number of payment experiences.

Financial Stress Percentile Trend:



Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	36

MALKIN HOLDINGS

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Region: MIDDLE ATLANTIC	44
Industry: REAL ESTATE	56
Employee range: 100-499	75
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score predicts the likelihood that a company will pay its bills in a severely delinquent manner (90 days or more past terms), obtain legal relief from creditors or cease operations without paying all creditors in full over the next 12 months. Scores are calculated using a statistically valid model derived from D&B's extensive data files.
The Credit Score class of 2 for this company shows that 10.6% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class (HQ) :

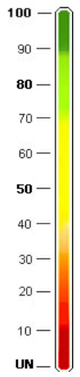
Incidence of Delinquent Payment

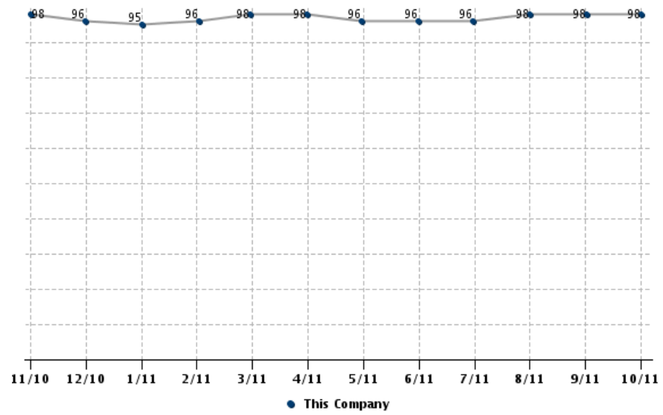
- Among Companies with this Classification: **10.60 %**
- Average compared to businesses in D&Bs database: **23.50 %**
- Credit Score Percentile (HQ) : **88** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score (HQ): **476** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Most recent amount past due.
- Insufficient number of payment experiences.
- Composite credit appraisal is rated fair.
- Business is not a subsidiary.
- Low number of satisfactory payments.
- Business does not own facilities.

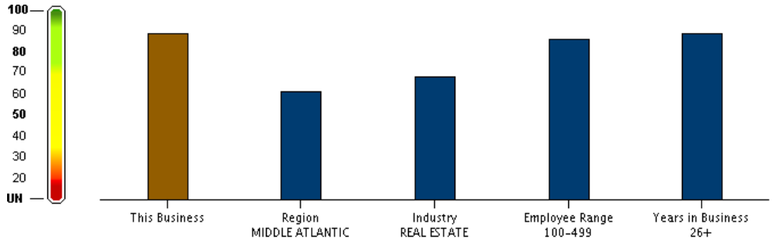
Credit Score Class Percentile Trend:





Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The incidence of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average incidence of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	88
Region: MIDDLE ATLANTIC	57
Industry: REAL ESTATE	65
Employee range: 100-499	85
Years in Business: 26+	88

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Similar risk compared to other companies with a comparable number of years in business.

Trade Payments

Dunn and Bradstreet Report *Comprehensive Report*

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trader references. Learn more about the D&B PAYDEX

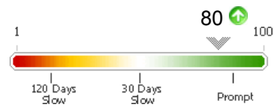
Timeliness of historical payments for this company.

Current PAYDEX is	**80**	Equal to generally within terms (Pays same as the average for its industry of generally within terms)
Industry Median is	**80**	Equal to generally within terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	59
Payments Within Terms (not weighted)	77 %
Trade Experiences with Slow or Negative Payments(%)	17.80%
Total Placed For Collection	0
High Credit Average	188,728
Largest High Credit	6,000,000
Highest Now Owing	400,000
Highest Past Due	100,000

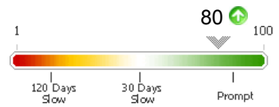
D&B PAYDEX



- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

When weighted by amount, payments to suppliers average generally within terms

3-Month D&B PAYDEX



- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Based on payments collected over last 3 months.

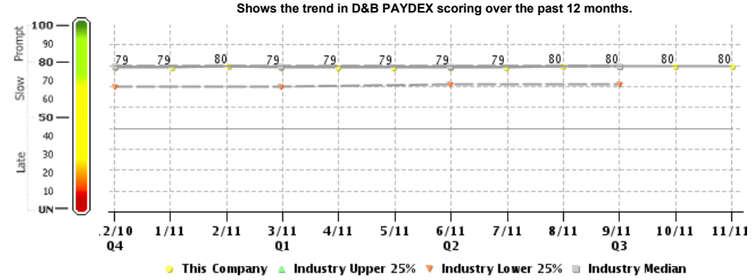
When weighted by amount, payments to suppliers average within terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Real estate agent/manager , based on SIC code 6531 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

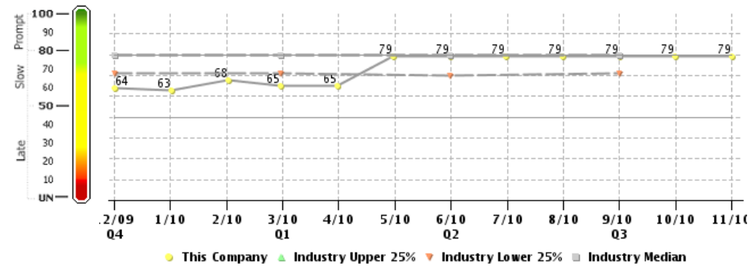


	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11
This Business	79	79	80	79	79	79	79	79	80	80	80	80
Industry Quartiles												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	80	.	.	80	.	.	80	.	.	80	.	.
Lower	70	.	.	70	.	.	71	.	.	71	.	.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The 12-month high is 80 , or equal to GENERALLY WITHIN terms
- The 12-month low is 79 , or equal to 2 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Real estate agent/manager , based on SIC code 6531 .



Previous Year	12/09 Q4'09	03/10 Q1'10	06/10 Q2'10	09/10 Q3'10
This Business	64	65	79	79
Industry Quartiles				
Upper	80	80	80	80
Median	80	80	80	80
Lower	71	71	70	71

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The present industry median Score is 80 , or equal to generally within terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides

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number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	3	6,900,000	100%
50,000-100,000			
15,000-49,999	1	55,000	100%
5,000-14,999			
1,000-4,999	8	180,000	78%
Under 1,000	2	12,500	60%
	10	20,500	83%
	14	3,700	84%

Based on payments collected over last 12 months.
All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 59 payment experience(s) in D&Bs file for the most recent 24 months, with 45 experience(s) reported during the last three month period.

The highest **Now Owes** on file is 400,000 . The highest **Past Due** on file is 100,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90 (%)	90> (%)
Top Industries								
Nonclassified	5	22,700	20,000	100	0	0	0	0
Misc business service	5	5,000	2,500	90	10	0	0	0
Telephone communictns	4	350	250	100	0	0	0	0
Whol computers/softwr	2	115,000	100,000	100	0	0	0	0
Radiotelephone commun	2	75,000	55,000	100	0	0	0	0
Mfg environment cntrl	2	50,000	30,000	100	0	0	0	0
Data processing svcs	2	22,500	20,000	100	0	0	0	0
Mfg photograph equip	2	1,250	750	50	50	0	0	0
Mfg elevator/escaltrs	1	6,000,000	6,000,000	100	0	0	0	0
Mfg public bldg furn	1	800,000	800,000	100	0	0	0	0
Industrial launderer	1	40,000	40,000	0	0	50	0	50
Public finance	1	20,000	20,000	100	0	0	0	0
Misc equipment rental	1	15,000	15,000	100	0	0	0	0
Gravure printing	1	7,500	7,500	100	0	0	0	0
Mfg computer storage	1	7,500	7,500	100	0	0	0	0
Whol industrial equip	1	5,000	5,000	0	100	0	0	0
Whol durable goods	1	2,500	2,500	100	0	0	0	0
Coating/engrave svcs	1	2,500	2,500	100	0	0	0	0
Photocopying service	1	2,500	2,500	100	0	0	0	0
Misc business credit	1	2,500	2,500	0	0	100	0	0
Whol hardware	1	1,000	1,000	100	0	0	0	0
Mfg computers	1	1,000	1,000	50	50	0	0	0
Hvy const eqpt rental	1	750	750	100	0	0	0	0
Mfg corrugated boxes	1	500	500	100	0	0	0	0
Mfg misc office eqpt	1	250	250	0	0	0	100	0
Trucking non-local	1	250	250	50	50	0	0	0
Whol office equipment	1	100	100	100	0	0	0	0
Natural gas distrib	1	100	100	0	0	0	0	100
Whol electrical equip	1	50	50	100	0	0	0	0
Other payment categories								
Cash experiences	9	450	250					
Payment record unknown	3	45,500	25,000					
Unfavorable comments	2	2,750	2,500					
Placed for collections:								
With D&B	0	0	0					
Other	0	N/A	0					
Total in D&Bs file	59	7,249,500	6,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
10/11	Ppt	20,000	0	0		1 mo
	Ppt	15,000	7,500	7,500		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	0	0		1 mo
	Slow 30-60	100	100	0	N30	1 mo
	(006)	25,000	15,000	0		1 mo
09/11	Ppt	6,000,000	0	0		2-3 mos
	Ppt	800,000	400,000	100,000		1 mo
	Ppt	100,000	0	0	N30	1 mo
	Ppt	55,000	0	0		2-3 mos
	Ppt	30,000	0	0		1 mo
	Ppt	20,000	5,000	0		1 mo
	Ppt	20,000	10,000	0		1 mo
	Ppt	20,000	0	0		2-3 mos
	Ppt	15,000	1,000		Lease Agreemnt	
	Ppt	7,500	0	0		2-3 mos
	Ppt	2,500	2,500			1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	750	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	750	750	0		1 mo
	Ppt	250	250	0		1 mo
	Ppt	250	250	0		1 mo
	Ppt	100	100	0	Lease	1 mo

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					Agreemnt	
	Ppt	50	0	0		4-5 mos
	Ppt	50	0	0	N30	1 mo
	Ppt	50	0	0		6-12 mos
	Ppt-Slow 15	1,000	0	0		6-12 mos
	Ppt-Slow 30	1,000	500	0		1 mo
	Ppt-Slow 30	250	0	0		6-12 mos
	Slow 30	5,000	500	0	N30	1 mo
	Slow 90	250	250	250	N30	2-3 mos
	Slow 60-90+	40,000	0	0		6-12 mos
	(034)				Sales COD	1 mo
	(035)				Sales COD	1 mo
	(036)	20,000	20,000	0	Lease Agreemnt	
	(037) Unsatisfactory .	2,500	2,500	2,500		
	(038)	250			Cash account	4-5 mos
	(039)	0	0	0	Cash account	1 mo
08/11	Ppt	500		0	N30	6-12 mos
07/11	Disc	1,000	500	0		1 mo
01/11	(042) Satisfactory .	750	0	0		6-12 mos
	Slow 60	2,500	0	0		6-12 mos
	(044) Bad debt .	250	250	250		1 mo
06/10	Slow 180+	100	100	100		
03/10	Ppt	250	250	0		1 mo
02/10	(047)	500	0	0	N30	6-12 mos

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	3	04/27/04

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC Filings

Collateral	Leased Computer equipment
Type	Original
Sec. Party	INFORMATION LEASING CORPORATION, CINCINNATI, OH
Debtor	EMPIRE STATE BUILDING COMPANY, LLC.
Filing No.	0404275338117
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2004-04-27
Latest Info Received	05/01/04

Collateral	Leased Computer equipment
Type	Original
Sec. Party	INFORMATION LEASING CORPORATION, CINCINNATI, OH
Debtor	EMPIRE STATE BUILDING COMPANY, LLC.
Filing No.	0403225223326
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2004-03-22
Latest Info Received	03/27/04

Collateral	Leased Business machinery/equipment
Type	Original
Sec. Party	MINOLTA BUSINESS SYSTEMS, PARK RIDGE, NJ
Debtor	EMPIRE STATE BUILDING COMPANY L.L.C.
Filing No.	02233630
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2002-10-15
Latest Info Received	11/13/02

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	NO
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2011)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

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History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	EMPIRE STATE BUILDING COMPANY L.L.C.
Street Address:	350 5th Ave Ste 300 New York , NY 10118
Phone:	212 736-3100
Fax:	212-947-1360
URL:	http://www.esbnyc.com
Present management control	50 years

History

The following information was reported: **09/03/2011**

Operations

09/03/2011

Description: This is a branch: headquarters are located at 60 E 42ND ST FL 48, NEW YORK, NY. Headquarters D-U-N-S 07-772-4193. Bills are paid generally from headquarters. This branch operates as a building management office.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
6531 0200 Real estate managers
NAICS:

531210 Offices of Real Estate Agents and Brokers

Financials

Currency: Shown in USD unless otherwise indicated

Company Financials: D&B

D&B currently has no financial information on file for this company.
You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the Request Financial Statements button below.

Additional Financial Data

Request Financial Statements

Request Financial Statements

Requested financials are provided byEMPIRE STATE BUILDING COMPANY L.L.C.and are not DUNSRight certified.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments 36

Industry Norms Based On 36 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	12.0	UN
Return on Net Worth	UN	7.4	UN
Short-Term Solvency			
Current Ratio	UN	1.7	UN
Quick Ratio	UN	1.1	UN
Efficiency			
Assets/Sales (%)	UN	374.2	UN
Sales / Net Working Capital	UN	3.5	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	49.2	UN

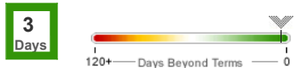
UN = Unavailable

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

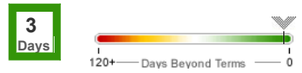
Days Beyond Terms - Past 3 & 12 Months

3 months from Sep 11 to Nov 11



Dollar-weighted average of **12** payment experiences reported from **8** companies

12 months from Dec 10 to Nov 11



Dollar-weighted average of **18** payment experiences reported from **14** companies

Derogatory Events Last 12 Months from Nov 10 to Oct 11

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 12 month trend from Nov 10 to Oct 11

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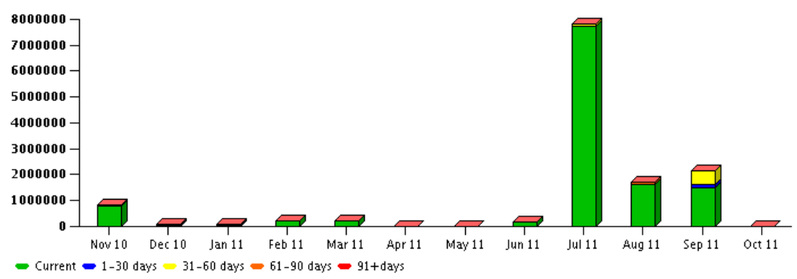

Status	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11
Total	816,892	68,174	67,209	223,339	226,366	15,086	13,997	173,223	7,815,406	1,649,259	2,139,377	8,330
Current	808,408	25,106	58,917	220,920	224,644	12,449	11,188	182,763	7,751,329	1,641,913	1,475,534	1,737
1-30 Days Past Due	1,599	35,085	-	-	-	1,711	-	-11,957	6,658	-48,763	130,015	218
31-60 Days Past Due	5,757	1,097	1,005	-	-	-	1,883	-	56,109	-	527,944	491
61-90 Days Past Due	703	5,757	400	700	-	-	-	2,417	-	56,109	-	-
90+ Days Past Due	425	1,129	6,887	1,719	1,722	926	926	-	1,310	-	5,884	5,884

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Dunn and Bradstreet Report *Commercial Credit Scoring Report*

Decide with Confidence

EMPIRE STATE BUILDING COMPANY L.L.C.

D-U-N-S® 61-917-5151

Branch
350 5th Ave Ste 300,
New York, NY 10118
Website: www.esbnyc.com

Phone 212 736-3100
Fax 212-947-1360

Advanced Scoring Report

Purchase Date: 11/21/2011
Last Update Date: 09/03/2011

Executive Summary

Company Info

Employees Here 35-40 at this location

This is a **branch** location.
All information is for the branch except the Financial Stress and Credit Score information, which is provided for the **headquarters(HQ)** location.

D&B Rating

D&B Rating **BRANCH**

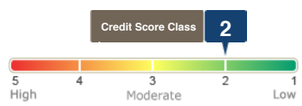
Predictive Analytics

Financial Stress Class

The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

Financial Stress Class	3
Financial Stress Score	1,453
Highest Risk	1,001
Lowest Risk	1,875

Credit Score Class



The Credit Score class of 2 for this company shows that 10.60% of firms with this classification paid one or more bills severely delinquent.

Credit Score Class	2
Credit Score	476
Highest Risk	101
Lowest Risk	670

Business Information

1

Decide with Confidence

Business Summary

SIC	6531 Real estate agent/manager
NAICS	531210 Offices of Real Estate Agents and Brokers
Branch Manager	JIM CONNERS, MANAGER

Credit Capacity Summary

D&B Rating **BRANCH**

Payment Activity (based on 45 experiences)	USD
Average High Credit	$198,927
Highest Credit	6,000,000
Total Highest Credit	7,210,400

Industry Data

SIC

Code	Description
65310200	Real estate managers

NAICS

Code	Description
531210	Offices of Real Estate Agents and Brokers

Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records
Judgment	0
Lien	0
Suit	0
UCC	3

Commercial Credit Score

2

Dunn and Bradstreet Report *Commercial Credit Scoring Report*

Decide with Confidence

Summary

Credit Score Class

Incidence of Delinquent Payment

Among Companies with This Class	10.60%
Average Compared to All Businesses	23.50%
Credit Score Percentile	88
Credit Score	476
Number of Payment Experiences	55

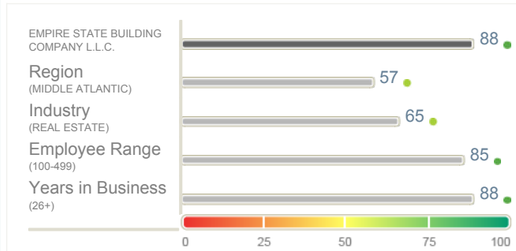
Key Factors

- Most recent amount past due.
- Insufficient number of payment experiences.
- Composite credit appraisal is rated fair.
- Business is not a subsidiary.
- Low number of satisfactory payments.
- Business does not own facilities.

Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 90 days past due or more by creditors. The calculation of this value is based on an inquiry weighted sample.
- The Percentile ranks this firm relative to other businesses.For example, a firm in the 80th percentile has a lower risk of paying in a severely delinquent manner than 79% of all scorable companies in D&B's files.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Credit Score Percentile Norms Comparison



- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

Financial Stress Score

Decide with Confidence

Summary

Financial Stress Class

Financial Stress Score Percentile

Financial Stress National Percentile	36
Financial Stress Score	1453
Probability of Failure with This Score	0.24%
Failure per 10K	24/10,000
Average Failure Rate within D&B database	0.48%
Failure per 10K	48/10,000
Number of Payment Experiences	55

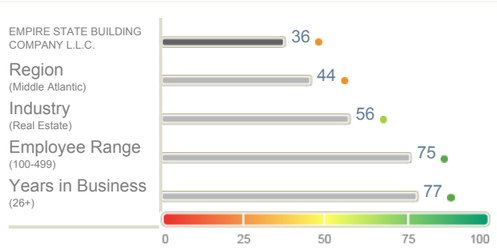
Key Factors

- Composite credit appraisal is rated fair.
- UCC Filings reported.
- High number of inquiries to D&B over last 12 months.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Evidence of open liens.
- High proportion of slow payment experiences to total number of payment experiences.

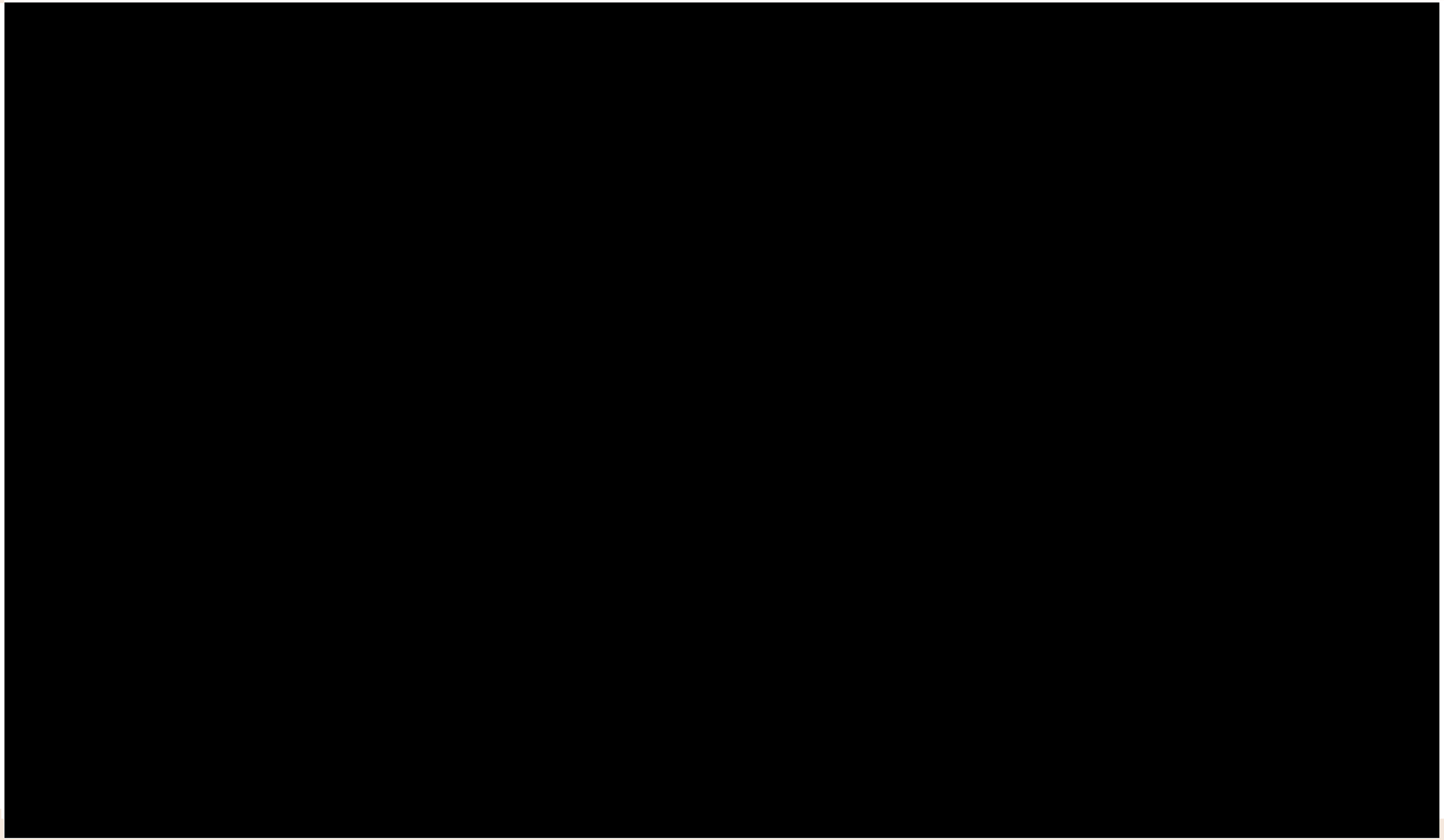
Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Financial Stress Percentile Comparison



- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.



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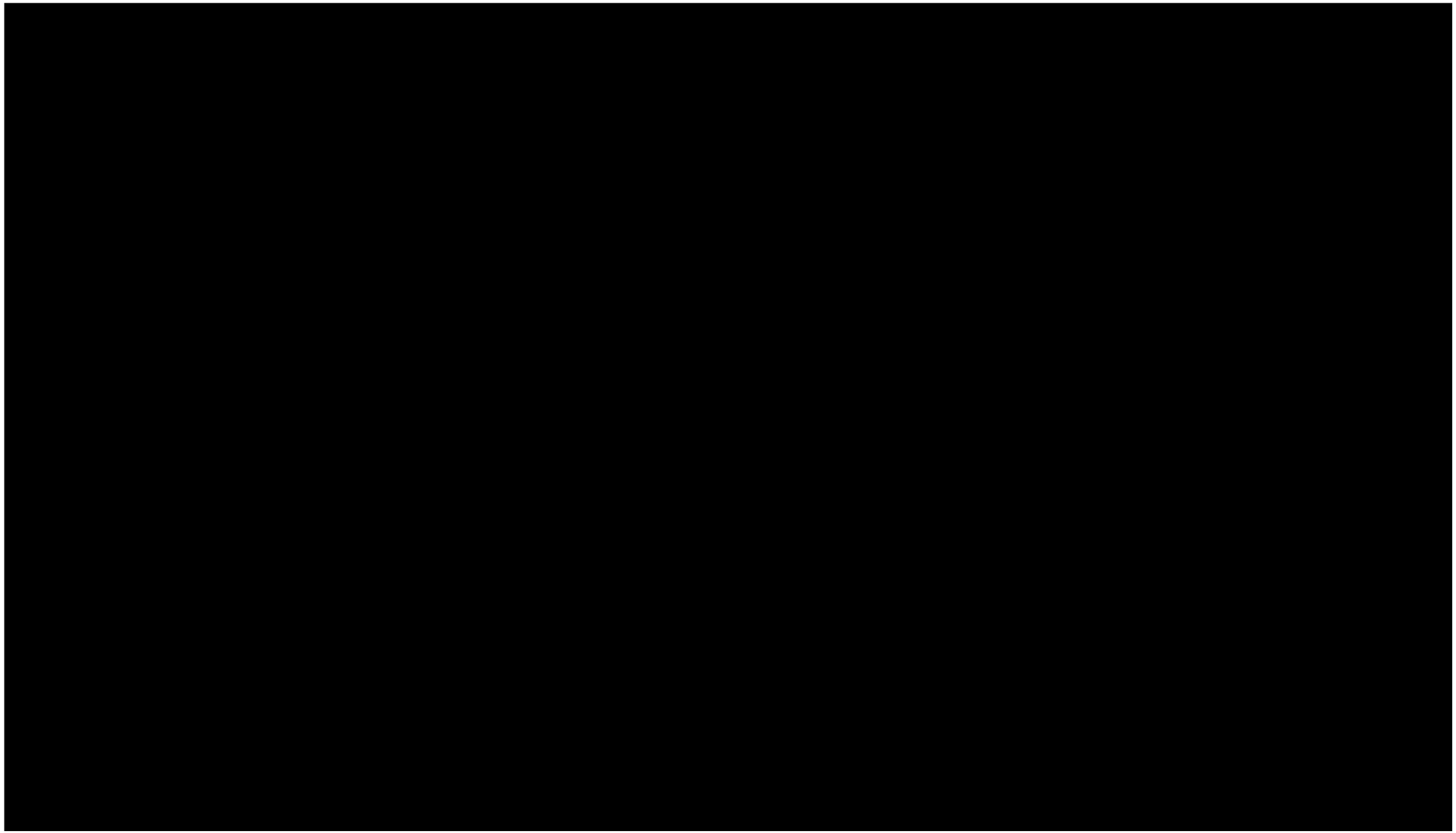

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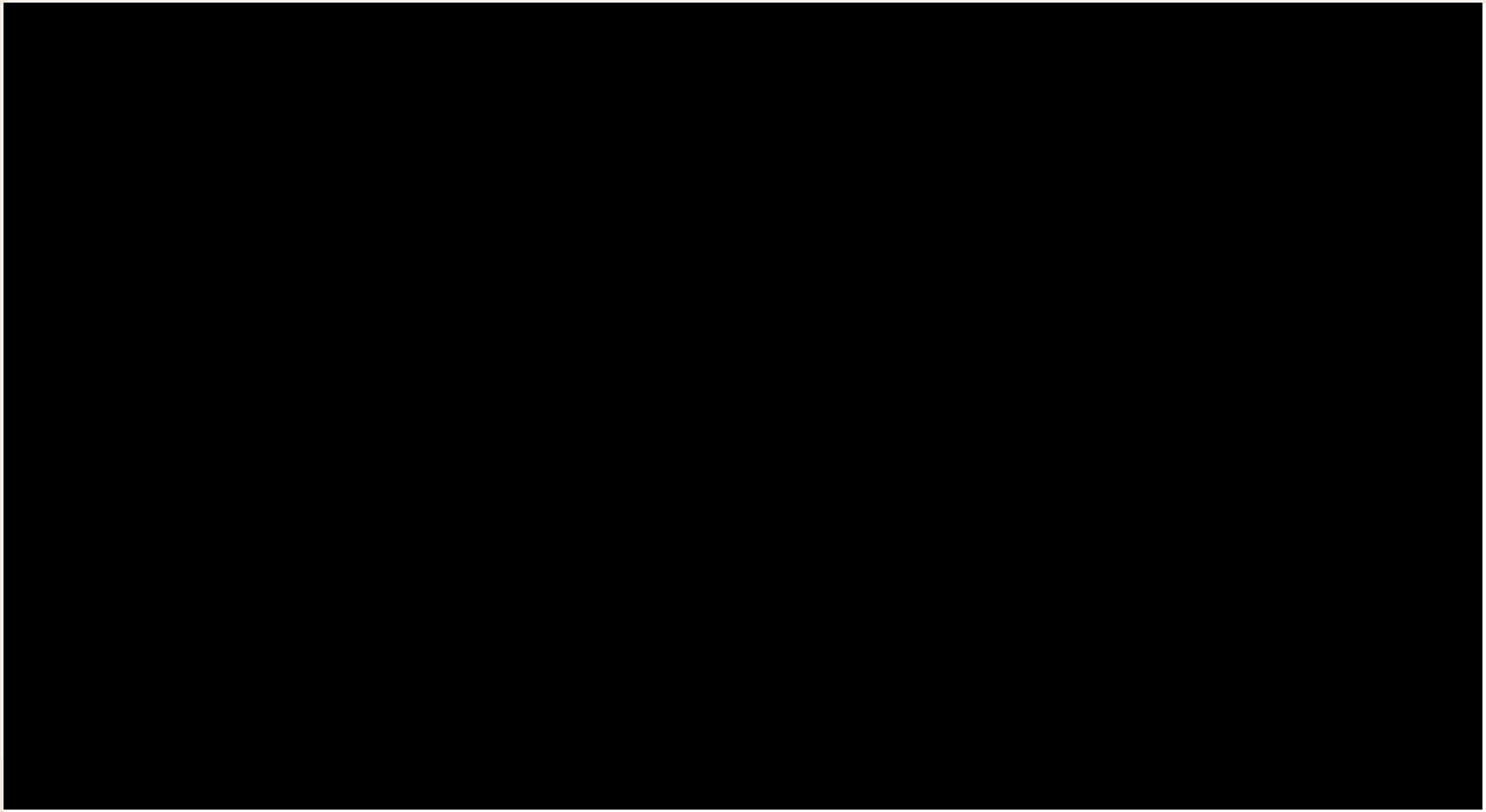
6

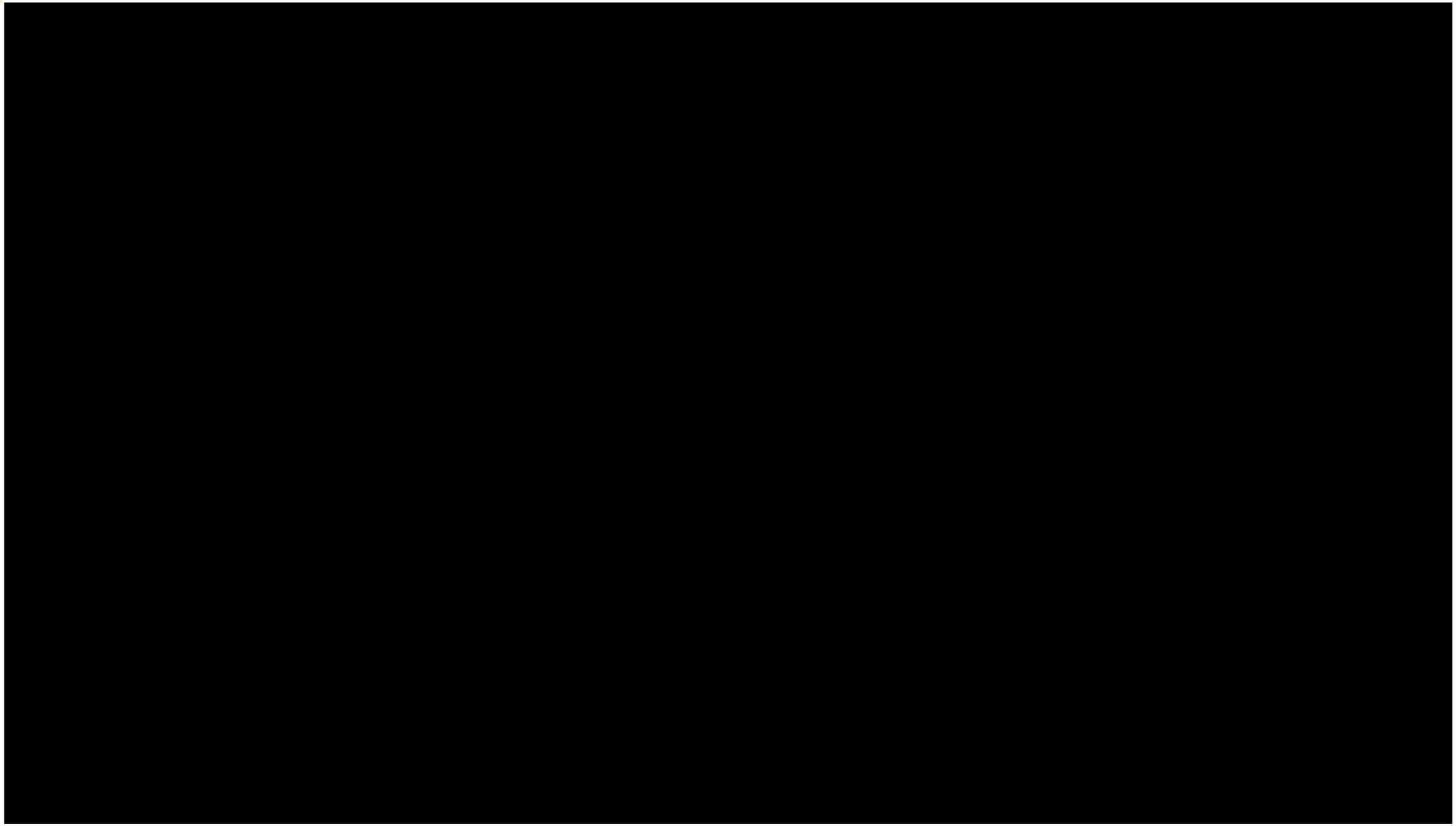
[redacted]

[redacted]

[redacted]

[redacted]





3

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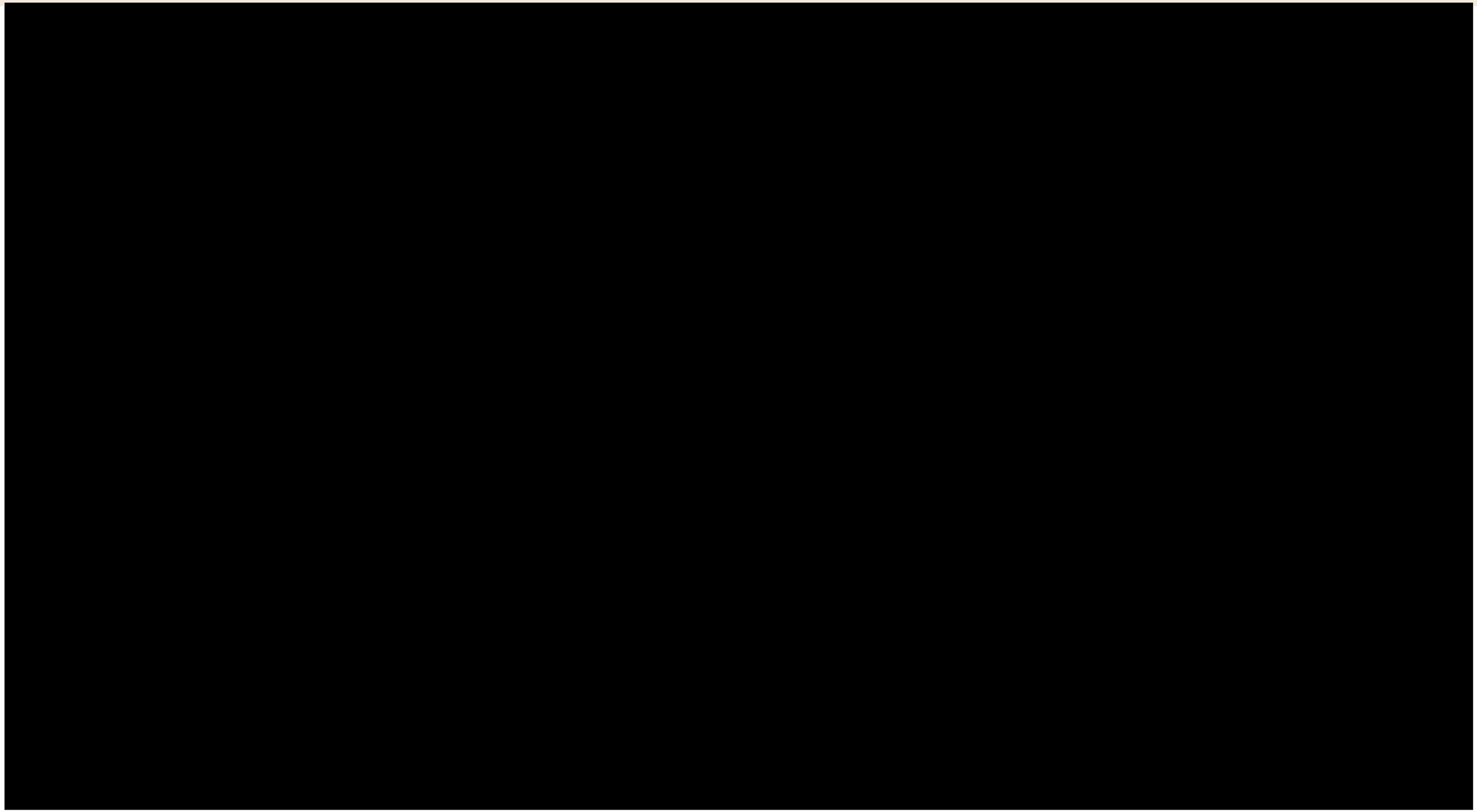

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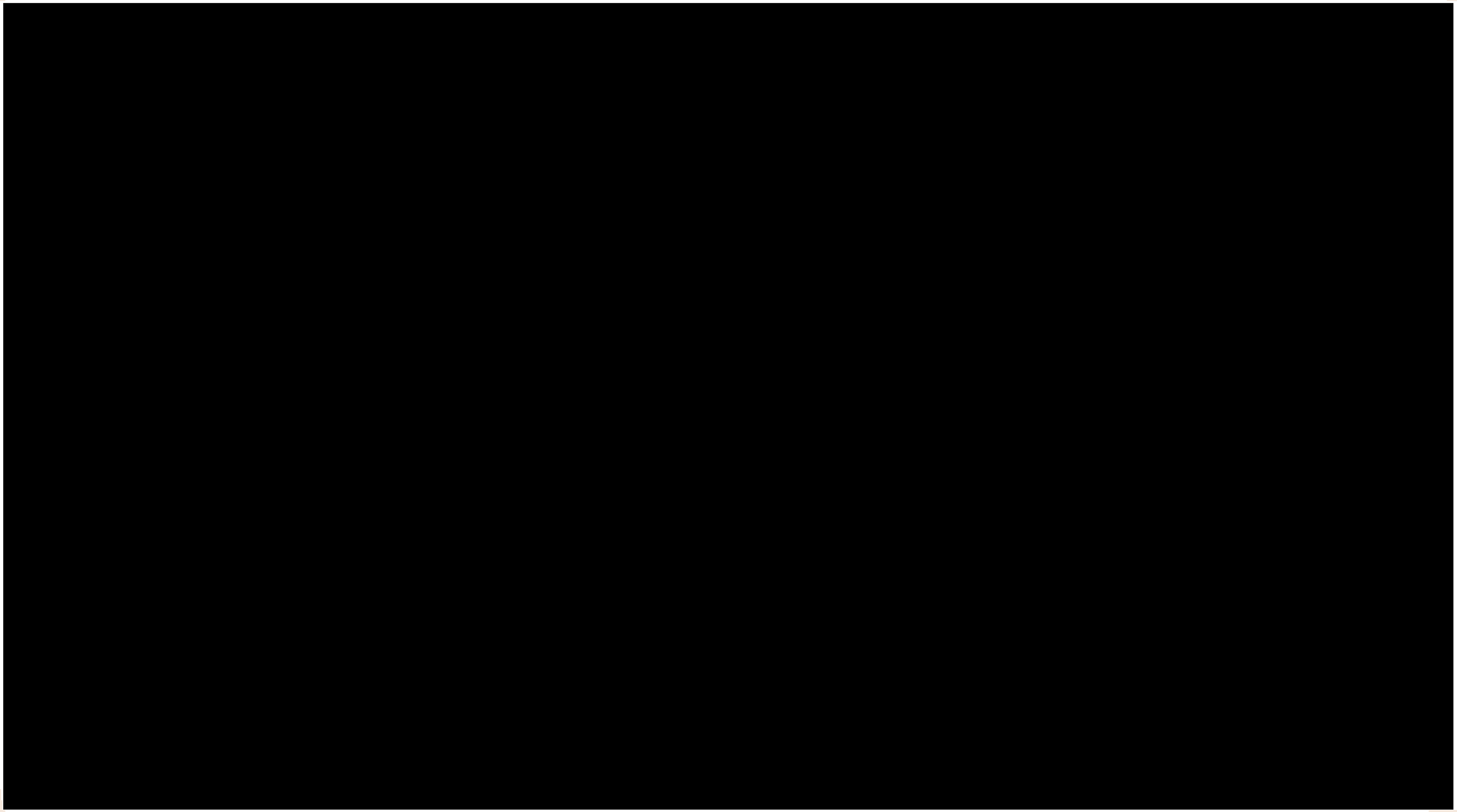

[redacted]

Montparnasse 56 USA
Response to Request for Qualifications for One World Trade Center Observation Deck

CONTACT INFO

Eric J. Deutsch
Montparnasse 56 USA
A member of the Montparnasse 56 Group
230 Park Avenue – 10th Floor
New York, NY 10169

(212) 808-3018 – office
(917) 597-9811 – mobile
edeutsch@montparnasse56usa.com
www.montparnasse56usa.com

MONTPARNASSE 56 USA

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Exhibit A

Montparnasse 56 USA
230 Park Avenue – 10th Floor,
New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT A

To: WTC Tower 1 LLC
c/o The Durst Organization
1 Bryant Park
New York, NY 10036

On behalf of Montparnasse 56 Group (M56) and Montparnasse USA LLC (M56 USA), we are pleased to submit our qualifications to deliver development services and to serve as operator and manager of the Observation Deck at One World Trade Center.

As your Request for Qualifications states, the Observation Deck will serve as an internationally recognized, high-profile viewing destination. The one-of-a-kind venue presents outstanding opportunities to generate visitor traffic and will also serve as a long-term source of revenue for WTC Tower 1 LLC.

Paris-based M56 -- and its New York City-based affiliate, M56 USA -- are uniquely qualified to ensure the success of the Observation Deck at One World Trade Center. We are one of the leading independent operators of tourist attractions in Europe and one of the only companies in the world -- if not the only company in the world -- to specialize in managing observation decks. M56 has a proven record of success in the development, operation and management of world-class tourism venues. Most important of all, we know how to generate maximum revenue from our destinations.

MONTPARNASSE 56 HAS ASSEMBLED A WORLD-CLASS TEAM

M56's primary focus is to create and operate iconic sites. It is abundantly clear that the Observation Deck at One World Trade Center will soon stand as one of the world's great observatory sites. This is why, starting in the summer of 2009, M56 began taking preliminary steps to compete in a potential bid to develop and operate the Observation Deck. Soon thereafter, we began selecting a team of highly qualified local firms to work on the project with us. This team now includes:

Architect:	Gensler
Technology consultant:	Local Projects
Event consultant:	Auster Agency
Tourism consultant:	Tourism Solutions
Legal:	Cleary Gottlieb Steen & Hamilton LLP
Accounting:	Holtz Rubenstein Reminick
Public relations:	The Marino Organization

In early 2011, M56 recruited me to coordinate our efforts in America, and become the first employee of our newly formed New York-based affiliate, M56 USA. I have more than 20 years of experience as an economic development and real estate professional in the region. I am working closely with our senior management team in Paris and with our tourism professionals at our observation decks in Paris and Berlin. The team of M56 staff includes:

- Patrick Abisseror – Director General (CEO), Montparnasse 56 Group
- Jean Bernard – Owner and Board Member, Montparnasse 56 Group
- Jean-Paul Ferroud – Owner and Chairman of the Board, Montparnasse 56 Group
- Eric Deutsch – Vice President, Montparnasse 56 USA, LLC
- Christina Aue – Manager of the Berlin TV Tower
- Jean Marc Champrobert – Sales Manager, Montparnasse 56 Group
- Sophie Lemonde – Marketing Manager, Montparnasse 56 Group
- Robin Brown – Finance Manager, Montparnasse 56 Group
- Véronique Bernard – Special advisor and shareholder representative

MONTPARNASSE 56 BRINGS A RECORD OF SUCCESS IN OBSERVATION DECK MANAGEMENT

M56's most compelling qualification for this assignment is our company's remarkable record of success in the operation and management of two of Europe's most prominent and successful observation decks. These are the Montparnasse Tower on the Left Bank of Paris and the Berliner Fernsehturm TV Tower (Berlin TV Tower) in Germany.

Situated at the top of one of Europe's tallest skyscrapers, Montparnasse Tower is located in the heart of Paris in line with the Eiffel Tower. The venue features a 56th-floor observation deck, a newly renovated roof terrace, a world-class luxury restaurant, a café, event and exhibition space and a souvenir shop. One of Paris' top ten tourist sites, the observation deck is expected to attract 850,000 visitors this year.

The Berlin TV Tower, Germany's tallest free-stranding structure, includes an observation deck and Europe's tallest 360-degree-revolving restaurant. It has been managed and operated by M56 since 1993 when it was privatized in the aftermath of Germany's reunification. The tower attracts 1.2 million visitors each year and ranks as Berlin's leading tourist destination.

M56 also owns and operates a nature preserve in the south of France that stands as Europe's largest crocodile zoo. La Ferme aux Crocodiles attracts 330,000 visitors a year and is the second-most popular tourist site in France's Rhone-Alps region.

MONTPARNASSE 56 IS FINANCIALLY SECURE, SUCCESSFUL AND GROWING

With more than 30 years in the tourism business -- and with a portfolio of attractions that together draw nearly 2.4 million visitors each year -- M56 is a financially strong and growing company that has experienced particularly robust growth in recent years.

M56 has 200 employees situated in eight offices in seven countries on four continents. Between 2005 and 2010, our firm has boosted revenues by 76 percent, from $19.6 million to $34.5 million. M56 has generated positive cash flow for 26 consecutive years, and experienced a 132-percent increase in profits between 2005 and 2010. M56 attractions have garnered a 15-percent-increase in visitor growth over the last three years.

MONTPARNASSE 56 SUCCESSFULLY ATTRACTS OVERSEAS TOURISTS TO OUR DESTINATIONS

To achieve its full potential as a global destination, the Observation Deck at One World Trade Center will need to attract a large, powerful and consistent contingent of overseas visitors. To ensure that this occurs, M56 will execute a time-tested business strategy.

We systematically leverage the marketing power of our sales offices around the world -- located in London, Hong Kong, Delhi, São Paolo, Paris and Berlin -- to build strong and ongoing relationships with overseas tour operators. For example, at the Montparnasse Tower, our company tapped our global capabilities to increase the number of Chinese visitors from 3,500 in 2006 to nearly 100,000 in 2010.

By ensuring inclusion of our sites in the itineraries of overseas tour operators, we have dramatically grown our business. M56 is poised to maximize international tourist flow at the Observation Deck at One World Trade Center by emulating this proven strategy.

MONTPARNASSE 56 UTILIZES AWARD-WINNING TECHNOLOGY TO HELP OUR ATTRACTIONS SUCCEED

We know how to utilize technology to ensure the success of our sites. As an illustration of M56's industry-leading capabilities, the World Federation of Great Towers named Montparnasse the 2009 winner of its coveted Award for Excellence for the technology-driven, time-ticketing system at the Berlin TV Tower. The federation singled out the system's best-in-class access control and queue management features.

Among other technological features, M56 sites also include virtual interactive tours that tell viewers what they are seeing as they scan the city's vista. To ensure our efforts in New York take maximum advantage of interactive technology, we have enlisted Local Projects, an award-winning media design firm, as a member of our project team.

MONTPARNASSE 56 CONTINUOUSLY CONDUCTS MARKET RESEARCH AND SURVEYS OUR CUSTOMERS

Our company leverages research as a vital tool in ensuring maximum revenue. On a continuing basis, M56 surveys visitors so we can capitalize upon those site features that trigger the most positive responses and to make adjustments and changes when customer feedback indicates this is necessary. This constant process of garnering and assessing visitor reactions helps us maximize return visits. It also helps ensure that we remain on the itineraries of all of our overseas tour operating partners. Additionally, M56 conducts ongoing, competitive market research to help guide our pricing.

MONTPARNASSE 56 HAS A PROVEN RECORD OF SECURITY AND SAFETY AT OUR VENUES

M56 is keenly sensitive to the security issues surrounding the One World Trade Center site. At each of our venues, we work in close cooperation with local law enforcement officials and private security teams. Because of the iconic nature of the Berlin TV Tower, we have hands-on experience in ensuring the safety of a site that poses potential security risks. M56 utilizes video surveillance, electronic locking systems and alarm technology. We check the luggage and handbags of our guests and we monitor the number of customers at all times.

Our sites have an outstanding safety record. In more than thirty years of site management, incidents have been extraordinarily rare, as indicated in Exhibit D.

MONTPARNASSE 56 HAS A PROVEN RECORD OF SUCCESS IN MAXIMIZING VALUE

M56 understands that observation decks must deliver maximum revenues for owners and operators. Our business model places a high priority on optimizing the value of each guest visit. We emphasize the generation of revenues through concessions, food service and a full range of ancillary sales opportunities. We schedule constant programming during all available hours at all of our sites, including hosting private events.

The overall Observation Deck at One World Trade Center will encompass a total of three floors. This expanse of space clearly presents multiple opportunities for revenue-enhancing programming. As our record demonstrates, we know how to reap maximum value from all this space by creating additional, income-generating amenities and attractions.

MONTPARNASSE 56 ENGAGES THE COMMUNITIES SURROUNDING ITS SITES

The M56 management team takes pride in our record of engagement with communities surrounding the company's tourist venues. We have engaged in a multitude of cooperative programs with local organizations and institutions. M56 would be highly supportive of any initiatives undertaken by WTC Tower 1 LLC that would help forge and reinforce strong relations with the local community. For example, every year we host a Christmas dinner at the Montparnasse Tower for local homeless families in cooperation with a community-based not-for-profit organization. Thanks to our experience in such programming, our company is qualified to play a vibrant and creative role in this regard.

MONTPARNASSE 56 INTEGRATES SUSTAINABILITY INTO EVERY PART OF OUR BUSINESS

M56 is highly supportive of WTC Tower 1 LLC's commitment to sustainability, a commitment that perfectly complements One World Trade Center's aim to stand as the most sustainable structure of its size in the world. Our company is a vigorous supporter of sustainability, as manifested by the wide range of "green" measures and policies we have implemented at all of our venues. For example, at the Montparnasse Tower, we implement a strict recycling program that includes separation of various disposables. We are indeed excited by the prospect of joining forces with WTC Tower 1 LLC to minimize the carbon footprint of the Observation Deck at One World Trade Center. We will demand adherence to a strong sustainability ethos on the part of every member of our in-house team and vendor team.

MONTPARNASSE 56 MAKES LOCAL HIRING A PRIORITY

As is our policy in Berlin, where 100% of our employees are German, we will staff our US operations with local personnel. Our New York-based workforce will draw on the guidance of our senior leadership in Paris, our tourism specialists at our three venues, and our worldwide network of sales offices.

As leader of our American operations, I bring a detailed and wide-ranging understanding of Lower Manhattan through my years as President of the Alliance for Downtown New York. I have also served as a Managing Director with The Clarett Group, President and CEO of the Brooklyn Navy Yard Development Corporation, the Executive Director of U.S. Senator Charles Schumer's "Group of 35," and as Senior Vice President of the New York City Economic Development Corporation.

Each member of our outstanding vendor team has also been engaged in a large number of successful projects and initiatives in New York.

As spelled out in this submission, M56 is uniquely credentialed to work in partnership with WTC Tower 1 LLC to fulfill your goals for the Observation Deck at One World Trade Center. Our proven capabilities will ensure

that the venue achieves its maximum potential as a business venture -- and as one of the world's most popular and successful tourist attractions. We are excited by this one-of-a-kind opportunity and we hope to join you in this remarkable project.

If you desire additional information or have any questions, please contact me at (212) 808-3018 or edeutsch@montparnasse56USA.com

Sincerely,

Eric J. Deutsch
Vice President
Montparnasse 56 USA, LLC

Exhibit B

Montparnasse 56 USA
230 Park Avenue – 10th Floor,
New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT B
COMPANY PROFILE

1. COMPANY HISTORY

Montparnasse 56 s.a. (M56) was founded in 1975 when the company opened an observatory and restaurant on the 56th floor at the top of the newly constructed Montparnasse Tower in the Montparnasse section of Paris' historic Left Bank. Until earlier this year, Montparnasse Tower was the tallest building in Paris and the city's tallest structure besides the Eiffel Tower. It stood as Europe's tallest office building until 1990.

Jacques Borel, a prominent French businessman and an original founder of M56, opened the observatory and restaurant in 1975. By 1978, however, because of poor management, these activities were running at a loss and were on the verge of bankruptcy. Jean-Paul Ferroud and Jean Bernard, and a third partner who is now deceased, took over and rescued the company in that year. M56's commitment was to reimburse 100 percent of the debt associated with a long-term loan for the purchase of the 56th floor. This goal was achieved, leading to the successful, long-term redevelopment of the site.

M56 owns the entire 16,000-square-foot 56th floor as a commercial condominium. The 56th floor observatory was renovated in 2005 and will undergo further renovations in 2012.

Additional improvements to the floor have included "Espace 56" -- utilized for more than 100 events annually -- along with the "360° Café" and a gift shop. The venue has had a fine-dining restaurant from the outset, today known as "Le Ciel de Paris" (Paris Sky). The popular restaurant -- listed in the Michelin Guide -- is also under renovation and will re-open in the spring of 2012.

From the outset, M56 also held a lease for the rooftop that was also utilized for viewing. However, this rooftop also housed a heliport until 2009. After the closure of the heliport -- at our urging -- and upon renewal of the lease in 2010, M56 modernized the venue in a spectacular way that enhanced the visual experience for visitors. This upgraded space -- from which visitors can observe a full, 360-degree view of Paris -- was reopened earlier this year.

With 850,000 yearly visitors, the Montparnasse Tower observation deck is the largest private attraction in Paris.

M56 also serves as operator of the observatory and restaurant at one of Europe's most prominent landmarks and Germany's tallest structure, Berliner Fernsehturm (Berlin TV Tower).

The Tower was constructed in the late 1960's by the former German Democratic Republic (East Germany). The Tower – together with the Reichstag and the Brandenburg Gate – is universally recognized as one of three icons symbolizing the city of Berlin.

After the reunification of Germany, the Tower was privatized and an international competition was conducted to identify an operator for its observatory and restaurant. In 1993, M56 won the competition to serve as operator on the basis of a long-term lease. At the same time, the ownership of the structure was sold to Deutsch Telekom Group. As part of this submission, we have included a letter of support from the company's specialized subsidiary, Deutsche Funkturm.

This venue presently attracts 1.2 million visitors per year. Thirty percent of these guests also patronize the tower's bar and restaurant. Due to the iconic nature of the building, M56 has instituted strict security measures. And because of the site's overwhelming popularity, the company has also implemented an award-winning, timed-ticketing system for the convenience of its customers.

Until 2002, M56 was managed by its main shareholders, Jean-Paul Ferroud and Jean Bernard. Then, to grow the business and increase revenues, M56 recruited Patrick Abisseror as Chief Executive Officer. An accomplished veteran in the international tourism industry, Patrick expanded the company's global reach by opening sales offices in the UK, Brazil, India and China, in addition to existing offices in France and Germany.

This international expansion has served as the key strategic driver of overseas tourists to our sites. Through this vibrant global network, our firm has forged powerful, ongoing relationships with tour operators in countries where we have offices. The positive business impact of these relationships is reflected in letters of support – included in this submission -- from China's largest tour operators. Demonstrating the success of this approach, this year we anticipate 150,000 visitors from continental China, Hong Kong and Taiwan to our attractions. For example, at the Montparnasse Tower, our company tapped our global capabilities to increase the number of Chinese visitors from 3,500 in 2006 to 99,000 in 2010.

Looking to continue the company's expansion, M56 acquired a nature preserve and crocodile zoo – "La Ferme aux Crocodiles" -- in the southwest of France in 2007. Situated in a 90,000-square-foot greenhouse, with 45,000 square-feet of outside green area, the preserve houses 400 crocodiles and giant turtles, as well as 600 exotic plants.

At the time M56 acquired the preserve, the facility was facing serious financial and operational difficulties. M56 implemented a multi-faceted turnaround strategy that soon transformed the struggling venue into a popular and profitable tourist attraction. Improvements included expansion of the venue to enhance visitor and animal comfort, the addition of new species of large reptiles, and deepening the preserve's institutional relationships with the international scientific community.

Attracting 330,000 visitors annually, the site is now one of France's largest zoos. The preserve is also recognized and respected for its dedication to biodiversity and to the preservation of endangered species, as reflected in the enclosed letters of support.

Today, Montparnasse 56 Group has 200 employees and eight offices in seven countries on four continents. Our attractions draw 2.38 million visitors annually, and our sites have experienced a 15-percent increase in visitor growth over the last three years. Each site attracts a return visit rate exceeding the national average. Company revenues have surged 76 percent in the last five years from $19.6 million in 2005 to $34.5 million in 2010.

Montparnasse 56 has made significant efforts to build a large database of group customers (commercial tour operators) as reflected in the strong growth in our group customer base:

- France: 5,700 tour operators representing 32 nationalities
- UK: 500 tour operators
- China: 1,000 tour operators
- India: 2,000 tour operators
- Brazil: 4,000 tour operators

After three decades of successful operations in Europe, Montparnasse 56 has been pursuing a new and aggressive growth strategy aimed at acquiring, developing and operating exceptional sites around the world -- and helping these sites acheive their full potential as world-class destinations. Here in the United States, our

company has made New York City the focus of our national strategy because of the city's unparalleled status as an international tourist destination – and because of our proven ability to attract and cater to international tourists.

To set the stage for success in America, M56 has devoted more than two years to developing a solid understanding of the New York market, identifying and nurturing key contacts, and assembling an outstanding and richly qualified team. It is also noteworthy that our company's two principals, Jean-Paul Ferroud and Jean Bernard, were educated in the United States, and both have lived and worked in New York.

2. NUMBER OF YEARS IN BUSINESS

M56 was incorporated on January 13, 1975 and has been in business 36 years.

3. GOVERNANCE AND OWNERSHIP

Montparnasse 56 s.a.

Officers:

- Jean-Paul Ferroud — Chairman of the Board
- Jean Bernard — Board Member
- Patrick Abisseror — Board Member and Chief Executive Officer (Director General)

Ownership:

- Jean-Paul Ferroud — 41%
- Jean Bernard — 41%
- Moulin de la Tour SA — 18%

Moulin de la Tour shareholders consist of the six children of the company's former associate, Jean Tossan, who died in 1991. The entity does not participate in the management of M56.

Montparnasse 56 USA LLC:

Officers:

- Jean Bernard — President
- Jean-Paul Ferroud — Secretary
- Patrick Abisseror — Vice President and Treasurer
- Eric Deutsch — Vice President

4. PRIMARY CONTACT

Eric J. Deutsch
Vice President
Montparnasse 56 USA LLC, a member of Montparnasse 56 Group
230 Park Avenue – 10th Floor
New York, NY 10169
Office phone: 212-808-3018
Mobile: 917-597-9811
edeutsch@montparnasse56USA.com

5. WEB PAGE ADDRESS

Information relating to our activities appears on the following websites:

www.montparnasse56usa.com
www.groupe-montparnasse56.com
www.tourmontparnasse56.com
www.tv-turm.de
www.lafermeauxcrocodiles.com

6. FINANCIAL STATEMENTS

a. Consolidated financial statements for Montparnasse 56 s.a. for 2008, 2009 and 2010 -- and 2011 through September -- appear in Appendix I.

b. Federal Tax ID Number

The federal tax ID number for Montparnasse 56 USA, LLC is: [redacted]

c. Credit reference

Crédit Agricole (Montelimar)
Daniel Vallée
Managing Director
0 810 846 861

Crédit du Nord (Paris)
Jean-Pascal Le Charpentier
Regional Director
01 40 22 23 97

Neuflize OBC (Paris)
Patrick Payen
Director
00 33 156 21 70 00
Christophe Bizet
Director
00 33 156 21 60 63

Landes Bank Berlin
Mr. Bachmann
Mr. Lipek
030 869 822 36

Commerzbank (Berlin)
Uwe Haberkon
Lutz Keister
49 30 2653 4072

d. Dun and Bradstreet Report

The Dun and Bradstreet report for Montparnasse 56 s.a. can be found in Appendix II.

e. Balance sheet financial

All of the requested information is included in the attached financial statements, in Appendix I and II.

SUD RHÔNE ALPES

CENTRE AFFAIRES ENTREPRISES SUD DROME ARDECHE
116, Chemin des Contrebandiers - 26200 MONTELIMAR
☎ 0 810 812 493 - 🖷 04.75.00.88.26

Exhibit B

MONTPARNASSE 56
33, Avenue du Maine
75015 PARIS

Dossier suivi par Daniel Vallée
Tel : 0 810 846 861

Montélimar, October the 27th 2011

Dears Sirs,

We have maintained excellent banking relationships with Montparnasse 56 S.A. since 2007, date where the company acquired « Crocodile Farm » in Pierrelatte.
Through your action in Provence to date, we watched an increase of the "Crocodile Farm" company's profitability and audience and have a high respect for your expertise and ability to develop your activities.
Your 2010 consolidated financial statements show very good and strong financial standings.
You recently submitted your New York 1 WTC observatory project to us. We believe that your experience and success in management of touristic companies constitute a real asset to successfully bid for the 1 WTC observatory.
We thus confirm that we submitted your financing file to our credit committee with a very favorable opinion, in full cooperation with OSEO and CREDIT DU NORD.
We thank you for your confidence and look forward to exchanging with you on the file.

Sincerely yours.

Managing Director
Daniel VALLEE

Crédit du Nord
ILE-DE-FRANCE
55 Boulevard Haussmann
75008 PARIS

Le Directeur Régional

One World Trade Center Observatory
Deck RFQ
Tower 1 Joint Venture LLC
c/o The Durst Organisation
One Bryant Park
NEW YORK, NY 10036

Paris, le 27 Octobre 2011

RE. Our client Montparnasse 56 S.A

We are happy to hereby confirm that Montparnasse 56 has proven during 37 years to be a high valuable customer of ours. Over this period we have build up a very strong and confident relationship with the Company.

Despite the economic crisis Montparnasse 56's sales and operating profits – as well as those of its affiliated companies in Germany and France – kept on growing in 2009 and 2010.

Banque de France's (our Central Bank) credit rating for Montparnasse 56 is 3+, which is the highest quality grade that can be delivered to a French Company (equivalent to Fitch or S&P's AAA).

Based on our 37 years partnership, our aim is to continue to follow the Company in its further developments.

We strongly refer the Montparnasse 56 Group and hope it will compete successfully in the tender you have launched.

We remain of course at your disposal for any further information.

Yours faithfully,

Jean-Pascal LE CHARPENTIER
Directeur Régional IDF & LOIRET

Neuflize OBC
ABN AMRO

Exhibit B

TO WHOM IT MAY CONCERN

Banque Neuflize OBC, a French Société Anonyme with board of directors and supervisory board ("à directoire et conseil de surveillance") with a share capital of 383.507.453 Euros, whose head-office is located in Paris (75008) 3, avenue Hoche, registered with the Parisian Trade and Companies Register under the number 552 003 261 RCS Paris, number ORIAS : 07 025 717, represented by :

- Mr Patrick PAYEN, Director
- Mr Christophe BIZET, Director

Appointed under a public notarial proxy dated April 28th, 2011 received within the Office of Mr Gérard CANALES, associated notary of the Société Civile Professionnelle denominated « SCP CANALES - EGASSES » whose head-office is located in Paris (75007), 168, rue de Grenelle, by Mr Philippe VAYSSETTES, Banker, domiciled in Paris (75008) 3, avenue Hoche acting in name of and on behalf of and as chairman of the executive board of the Bank,

Appointed to this function as of April 1st, 2008, by a resolution of the supervisory board of the Bank dated March 26th, 2008, a certified extract of which has been recorded on April 28th, 2008 into the minutes of the Office of Gérard CANALES, associate notary of the above mentioned Société Civile Professionnelle,

And as such being empowered by virtue of articles L 225-64 and L 225-66 of French Commercial Law,

Hereby confirm that we know **Tourismus in Deutschland Gmbh** and his Director, **Mr Jean BERNARD**, and have a high respect for their integrity and general god standing. We consider them to be in good financial standing, respectable and trustworthy.

This account has operated normally since its opening and has not been to date subject to incidents which could justify a closure.

This letter is not a guarantee of whatever nature and may in no circumstance be interpreted or construed as such.

Made out in Paris, on 10/24/2011

Patrick PAYEN
Director

Christophe BIZET
Director

LBB LandesBank Berlin

Postadresse: 10889 Berlin 744

TV-Turm Alexanderplatz
Gastronomiegesellschaft mbH
- Geschäftsleitung -
Panoramastraße 1A
10178 Berlin

Geschäftsbereich Firmenkunden
-ZENTRALE DIREKTION FIRMENKUNDEN-

Lothar Lipek

Telefon: (030) 869 - 8 22 36
Telefax: (030) 869 - 8 46 11
E-Mail: lothar.lipek@lbb.de

October 31, 2011

Bank Declaration

Dear Sir or Madam

As requested we herewith provide the following information regarding our business relationship with our valued customers TV-Turm Alexanderplatz Gastronomiegesellschaft mbH:

- We have had a continual pleasant business relationship with our customers since August 2008.
- The business account of the company shows substantial activity.
- Insight into the customers' financial standing is given.
- So far, the account record has given no cause for criticism.
- Financial obligations have always been fulfilled to the full extent and without any delay.
- Nothing detrimental is known to us.
- It is due to our exclusively positive experiences with aforementioned customers that we are of the opinion that said customers only enter commitments they are capable to meet.

For good order`s sake, we hereby clarify that this Bank Declaration is given without our liability and does not constitute any financial commitment on behalf of the bank or its officers.

If you should have any queries, please do not hesitate to contact us.

Yours sincerely

Landesbank Berlin AG

Bachmann Lipek

COMMERZBANK

Commerzbank AG, Postfach, 10891 Berlin

Region Berlin Firmenkunden

Uwe Haberkorn
Postanschrift:
Postfach, 10891 Berlin
Geschäftsräume:
Potsdamer Straße 125, 10783 Berlin
Telefon + 49 30 2653-4072
Fax + 49 30 2653-4069
uwe.haberkorn@commerzbank.com

TV-Turm Alexanderplatz
Gastronomiegesellschaft mbH
Frau Christina Aue
Panoramastraße 1A
10178 Berlin

2. November 2011
Business Relations / Account Movements
TV-Turm Alexanderplatz Gastronomiegesellschaft mbH

Strictly confidential – Before reading the contents, please note the provisos stated on the next page

Dear Mrs. Aue,

we are pleased to announce the following informations about the above mentioned company:

We have been maintaining business relations for a number of years. The account shows medium movements and is maintained on a non-borrowing basis. The company is run in a circumspect manner and enjoys a very good reputation. The overall position appears to be sound and there are considerable own resources of the company.

Best Regards

Commerzbank AG

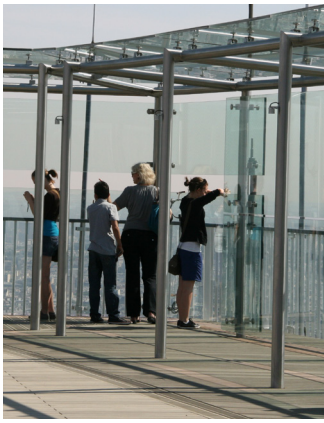
Lutz Keister Uwe Haberkorn

Vorsitzender des Aufsichtsrats: Klaus-Peter Müller
Vorstand: Martin Blessing (Vorsitzender), Frank Annuscheit, Markus Beumer, Jochen Klösges, Michael Reuther, Stefan Schmittmann, Ulrich Sieber, Eric Strutz, Martin Zielke

Commerzbank Aktiengesellschaft, Frankfurt am Main
Handelsregister: Amtsgericht Frankfurt am Main, HRB 32000
USt-IdNr.: DE 114 103 514

Exhibit B

Exhibit C



Montparnasse 56 USA
230 Park Avenue – 10th Floor,
New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT C
PROJECT TEAM

Below please find biographical information about M56's world class team of seasoned tourism professionals. In addition, we have included brief descriptions of our highly qualified vendor team, as well as profiles and bios provided by each vendor. (These can be found in Appendix III.)

Montparnasse 56 s.a. and Montparnasse 56 USA LLC

Patrick Abisseror

CEO
Montparnasse 56 Group

Vice President and Treasurer
Montparnasse 56 USA LLC

Work experience

30 years of tourism experience with more than 20 years in hotel and restaurant sector.
CEO of Montparnasse 56 Group since 2002.
1990 – 2002: General Manager of FIAPAD SA (Hotels)
1983 – 2001: Assistant to the Mayor in charge of the finance (town of 20 000 people)
1981 – 1990: Director of JAL Association (a non-for-profit organization supporting tourism and skills training)

Education

Paris Sorbonne
Degree in History

Projects and references

- In 1997, organized the World Young Tourism Conference with 750 attendants to facilitate worldwide travel and exchange for youth worldwide
- Member of the National Council for Tourism
- Member of the Montparnasse Tower Building Committee, which represents a condominium of 280 owners. He also serves as president of the Communications Committee and president of the strategy committee.
- Member of the board of directors of the National Syndicate for Attractions and Leisure and Cultural Spaces (SNELAC), a trade association that promotes tourism and leisure sites

40% of his time will be devoted to this project

Eric Deutsch

Vice President
Montparnasse 56 USA LLC

Work experience

Seasoned real estate and economic development executive with more than 20 years experience

Former positions:

Managing Director, The Clarett Group
President, Alliance for Downtown New York
President and CEO, Brooklyn Navy Yard Development Corporation
Senior Vice President, New York City Economic Development Corporation
Executive Director, New York City Industrial Development Agency
Executive Director, Group of 35
Manager, KPMG Real Estate and Hospitality Practice
Assistant Vice President, Real Estate Board of New York

85% of his time will be devoted to this project

Education

Columbia University
Graduate School of Architecture, Planning & Preservation
M.S. Real Estate Development

George Washington University
Columbian College of Arts and Sciences
B.A. Political Science

Jean-Paul Ferroud

Chairman of the Board
Montparnasse 56 Group

Secretary
Montparnasse 56 USA LLC

Work experience

A long and distinguished career in real estate

1979 – 2002: Director of Montparnasse 56
1969 – 1979: Director of Cogetom (builder and developer of Montparnasse Tower)
1958 – 1963: Employee at Socony Mobil Co (New York and Paris)

Played a primary role in the successful repositioning of Montparnasse Tower

Education

Columbia University
MBA

Jean Bernard

Member of the Board
Chair of Finance Committee
Montparnasse 56 Group

President
Montparnasse 56 USA LLC

Work experience

1979 – 1994: Former VP of Bayer, France
1959 – 1979: Long career in pharmaceuticals: Miles Labs

Held a previous position with Libby McNeill & Libby

Education

Cornell University
MBA

Jean-Marc Champrobert

Sales Manager
Montparnasse 56 Group

Work experience

16 years professional experience
Sales Manager at Montparnasse 56 Group since 2003

1992 – 2003: Sales Group Manager at Flunch Restaurants

Education

Master's degree in administration and business management
IFOCOP (Paris)
Law degree

Projects and references

Mr. Champrobert held primary responsibility for opening sales offices in Hong Kong, New Delhi, London and Sao Paul; tourism revenues associated with group sales have tripled under his leadership.

25% of his time will be devoted to this project

Christina Aue

Work experience

20 years of professional experience in tourism
Managing Director of the Berlin Tower since July 2007

2002 – 2007: General Manager of the Cecilienhof Hotel in Potsdam
2001 – 2002: General Manager of the Stuttgarter Hof Hotel in Berlin
1991 – 2001: General Manager of the Ambassador Hotel in Berlin

Education

Language studies (Diploma of State)
Friedrich-List-Schule (Berlin)

Projects and references

Member, Management Committee
World Federation of Great Towers

25% of her time will be devoted to this project

Robin Brown

Finance Manager
Montparnasse 56 Group

30 years of professional experience, including 20 years as a group leader in international tourism.

Work experience

Financial Manager for Montparnasse 56 Group since 2009

2004 - 2008: Finance Manager for Switzerland at Hyperion (Oracle Group)
1984 – 2003: Controller and Finance Manager for Germany at Club Méditerranée (leader of tourism)

Education

Master Degree of Cost Control, Management and Law (Arts et Métiers Paris)
BTS Management (EPPREP Paris)

Project and references

Manages financial reporting and accounting systems for M56.
25% of his time will be devoted to this project.

Sophie Lemonde

Marketing Manager
Montparnasse 56 Group

8 years professional marketing experience

Previous work experience

Marketing Manager at Montparnasse 56 Group since 2009.

2007 – 2009: Various positions in marketing
2003 – 2007: Trade Marketing Manager at PC City (Distribution)

Education

Master's degree in Marketing and Communication
ESC Toulouse

Business School
Ipag Paris

Projects and references

Created the company's marketing and communication strategy with the goal of developing brand image and maximizing sales

Revamped all company websites, which resulted in a 10 percent increase in visitors

25% of her time will be devoted to this project

Daniel Thomas

Tourism Solutions
Consultant to Montparnasse 56

Work experience

Served as General Manager of the John Hancock observatory in Chicago

Previously Manager of the Sky Tower in Auckland, New Zealand

Member of the Executive Committee
World Federation of Great Towers

20% of his time will be devoted to the company's American projects

Véronique Bernard

Represents the company's shareholders

Work experience

30 years of experience in advertising
Planning Director at CLM BDDO since 2005
1982 – 2000 : Advertising Agency McCann
2001 – 2005 : Planning Director at Leo Burnett

Clients: Worldwide campaign for Mars Chocolat France (Mars, M&Ms, Twix et al), Cesar (Petfood)

Education

George Washington University, B.A. Political Science

Ms. Bernard will be available to support the program as necessary.

Samuel Martin

Work experience

General Manager of the Crocodile Zoo since 2007
Doctor of Veterinary Medicine
12 years professional experience

2002 – 2007: Doctor of Veterinary Medicine and scientific director of the Crocodiles Zoo
2001: Conducted veterinary research in Nepal

Education

Master's degree in Management and Economy
Paris X University

Doctorate of Veterinary Medicine
Medical College Claude Bernard in Lyon

Projects and references

Vice chair for Europe and West Africa of the Crocodile Specialist Group of the International Species Survival Commission (Union for the Conservation of Nature)

ADDITIONAL MEMBERS OF THE TEAM

For each of the following team members, we have attached a company profile that also identifies the specific individuals who will be engaged in the project:

Architect:	Gensler
Technology consultant:	Local Projects
Event consultant:	Auster Agency
Legal:	Cleary Gottlieb Steen & Hamilton LLP
Accounting:	Holtz Rubenstein Reminick
Public relations:	The Marino Organization
Tourism consultant:	Tourism Solutions

MONTPARNASSE 56 USA

Members of the vendor team

Here are condensed descriptions of the vendor team. Please also see attached company profiles and bios.

- **Gensler**

  Gensler is a leading global architecture, design, planning, and strategic consulting firm that partners with companies to achieve measurable business and organizational goals through design. For more than 45 years, Gensler has been a pioneer in creating great places that enhance the quality of work and life. Today, Gensler has more than 3,000 professionals networked across 38 locations.

  One World Trade Center tenant Condé Nast recently selected Gensler to design its one-million-square-foot headquarters. The design will center around a concept that "celebrates the media company's diverse brand portfolio," as well as foster "an atmosphere of collaboration and efficiency for employees working in a digital age."

  During the last year, Gensler worked in 83 countries with 1,985 clients. This client base represents ten of the top ten Fortune 500 U.S. companies, five of the U.K.'s top ten companies, four of Japan's top ten companies, and three of China's top ten companies

- **Local Projects**

  Local Projects is an award-winning media design firm for museums and public spaces. The company creates a diverse range of installations from large environmental interactives, websites, and mobile applications, to simple experiences composed of thumbtacks, vellum, or conversation. Local Projects has devised a significant array of customized, technology-driven platforms that enable visitors to communicate and interact with their surroundings. Among a large number of other innovative assignments, Local Projects devised a custom software application that helped create the arrangement of the almost 3,000 names of the men, women and children at the 9/11 Memorial. Other prominent projects include media design for the Official New York City Visitors Information Center, co-creation of Timescapes for the Museum of the City of New York, interaction design for StoryCorps, six films for The Beijing 2008 Olympics, and media design for The National Museum of American Jewish History. Additional clients include the Tribeca Film Festival, the New-York Historical Society, JetBlue, the National Building Museum and the Cooper-Hewitt Design Museum.

  Jake Barton, widely recognized as a leader in the field of interaction design for physical spaces, is founder and principal.

- **Auster Agency**

  Founded in 1994, Auster Agency is a Brooklyn-based, strategic marketing agency that offers a full range of promotional and event marketing services, including concept development, marketing and promotions, event production, public relations, media management, sponsorship and fundraising.

  With a diverse client list and project portfolio, Auster Agency has orchestrated a large number of press launches, trade shows, festivals, concerts, private screenings, VIP parties, block parties and galas, all designed to boost visibility and brand recognition in fresh and compelling ways, while fostering long-lasting relationships.

  The company was founded by Karen Auster, whose background includes 20 years in public relations, event planning and production, and marketing and communications.

- **Cleary Gottlieb Steen & Hamilton LLP**

  Cleary Gottlieb Steen & Hamilton LLP is a leading international law firm widely recognized for its expertise in real estate and infrastructure development, including financing, sale leasebacks, leasing, acquisitions and dispositions, as well as for its tax, regulatory and litigation practice. The firm has more than 1,100 lawyers working in 14 closely integrated offices.

MONTPARNASSE 56 USA

Cleary Gottlieb's real estate team has been actively involved in many development projects across the United States, including several recent projects in New York City, as well as internationally. The firm represents clients on the most complicated cross-border transactions, as well as on intricate domestic matters throughout the Americas, Europe, Asia and the Middle East.

Last year the firm advised Genting New York LLC in its successful bid to the New York State Division of Lottery for the development of an entertainment destination with 4,525 video lottery terminals at the Aqueduct Racetrack in Jamaica. Other recent projects include advising on the acquisition, related financing and redevelopment of the former Knickerbocker Hotel (Six Times Square).

- **Holtz Rubenstein Reminick**

Holtz Rubenstein Reminick is a New York City-based accounting firm that was recently ranked one of the top 25 accounting firms in the New York metropolitan area by Crain's New York Business. It is also listed among the "Top 100 Accounting Firms in America" and has won several national "Best Workplace" awards. The firm is a member of DFK International, one of the Top 10 international associations of accounting firms.

- **The Marino Organization**

Founded in 1993, The Marino Organization (TMO) is a full-service public relations agency with a wide range of experience across multiple business sectors. It consists of a dedicated team of communications professionals who pride themselves on being strategic, results-driven, aggressive and "street smart."

TMO's account base represents the fields of commercial real estate, tourism and entertainment, architecture and construction, retail, food and beverage, energy, professional services, consumer products and services, media and publishing, cultural organizations, business services and financial services.

The company creates and implements customized communications strategies in support of national and regional corporations, trade associations, community and economic development organizations, government entities, institutions, not-for-profit organizations and other clients.

TMO's capabilities include media relations, strategic counsel, event management, crisis communications, message development and media training, community affairs, integrated marketing, corporate communications and public affairs.

- **Tourism Solutions**

Tourism Solutions provides tailored integrated solutions to tourism industry professionals and businesses through creative, strategic and innovative thinking. The company provides guidance on marketing strategy, product and promotion development, restructuring, operational efficiency and other services.

Exhibit D

MONTPARNASSE TOWER

Montparnasse 56 USA
230 Park Avenue – 10th Floor,
New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT D-1
MONTPARNASSE TOWER

1. VENUE/ATTRACTION NAME

Montparnasse Tower

Montparnasse Tower is a panoramic site at the top of the Montparnasse Tower office building in Paris. It is situated on two floors: an enclosed floor on the 56th floor, and an open-air terrace on the 59th floor. The site was inaugurated in 1975 and covers 16,000 square feet (tour area and restaurant) on the 56th floor, plus 7,500 square feet on the terrace. The two floors are operated by the Montparnasse 56 s.a. The company holds condominium ownership of the 56th floor.

2. PROJECT LOCATION

Montparnasse Tower is in the heart of a historic area of Paris: the Montparnasse community in the Left Bank's 15th arrondissement. This area was famous for its intense artistic life between the two world wars. Today the Montparnasse area is highly dynamic, with bustling tourist and retail activity. The site is in the center of Paris, the world's number-one tourist destination. Paris offers a multitude of tourist attractions and the Montparnasse Tower ranks among the city's ten most-visited destinations.

3. SERVICES PROVIDED/BUSINESS STRUCTURE

The venue's operations are divided into five categories:

Three activities are directly managed by Montparnasse 56:

a) Ticketing for groups and individual customers

b) Event management: We host more than 100 events per year in a dedicated event space called Espace 56. Events include business seminars, corporate celebrations, private parties and similar functions. There were 104 events in 2008, 118 events in 2009 and 2010, and 63 events during the first six months of 2011. One recent event celebrated the tenth-anniversary celebration of the German stock exchange company STOXX. Among Espace 56's prominent clients are SNCF, Société Générale, Vivendi and Kodak.

c) Gift shop

Two activities are managed by external companies:

d) Bar and restaurant

The "360° Café" and Le Ciel de Paris restaurant are managed by the Elior Group, a highly regarded, international food service company. Elior pays Montparnasse 56 royalties based upon Elior's revenue.

Contact:
Fabrice Peyrieux - Director
Telephone: +33 (0)1 40 64 59 77
E-mail: fabrice.peyrieux@elior.com

e) Souvenir photos

Souvenir photos are managed by the US-based Showtime Pictures, which pays Montparnasse 56 a percentage of its sales based upon the overall number of admissions to the Tower.

Contact
Christophe Bourloton - France Director
Mobile phone: +33 (0)6 58 08 10 14
E-mail: montparnasse@showtimepictures.com

Staff

The Montparnasse 56 Company employs 33 staff in the following functions:

Management: 12%
Administrative services: 12%
Sales: 11%
Operation: 12%
Ticket office: 12%
Reception: 30%
Gift shop: 11%

4. ANNUAL ATTENDANCE

Annual attendance

2009: 657,812 visitors
40% groups and 60% individuals
73% foreigners and 27% French

2010: 754,447 visitors
45% groups and 55% individuals
70% foreigners and 30% French

2011 (through September): 682,098 visitors; 850,000 visitors are projected for the year
47% groups and 53% individuals
75% foreigners and 25% French

Main foreign nationalities: China, Germany, England, the Netherlands, Italy, Russia, Belgium, Spain, Switzerland, US and Japan.

5. ANNUAL REVENUE/PROFIT FROM THE VENUE

	Revenue	Profits
2009:	€6,112,344 / $8,182,597 Ticket office: 71% Events: 8% Gift shop: 6% Bar and restaurant: 12% Photos: 3%	€369,373 / $506,041
2010:	€7,162,661 / $9,588,665 Ticket office: 70% Events: 8% Gift shop: 6% Bar and restaurant: 13% Photos: 3%	€875,150 / $1,198,956
2011:	(through September) €7,605,733 / $10,181,799 Ticket office: 66% Events: 4% Gift shop: 6% Bar and restaurant: 20% Photos: 4%	€1,253,585 / $1,717,411

6. OPENING DATE

The panoramic tour of the Montparnasse Tower was inaugurated in 1975.

At that time, the observatory and restaurant were opened by a prominent French businessman, Jacques Borel -- an original founder of M56. By 1978, however, because of poor management, these activities were running at a loss and were on the verge of bankruptcy. Jean-Paul Ferroud and Jean Bernard, and a third partner who is now deceased, took over and rescued the company in that year. M56's commitment was to reimburse 100 percent of the debt associated with a long-term loan for the purchase of the 56th floor. This goal was achieved, leading to successful, long-term redevelopment of the site.

M56 owns the entire 56th floor as a commercial condominium. The 56th floor observatory was renovated in 2005 and will undertake further renovations in 2012.

Additional improvements to the floor have included "Espace 56" -- utilized for more than 100 events per year -- along with the "360° Café" and a gift shop. The venue has had a fine-dining restaurant from the outset, today known as "Le Ciel de Paris" (Paris Sky). This popular restaurant is also under renovation and will re-open next spring.

From the outset, M56 also held a lease for the rooftop that was also utilized for viewing. However, this rooftop also housed a heliport until 2009. After the closure of the heliport -- at our urging -- and upon renewal of the lease in 2010, M56 modernized the rooftop venue in a spectacular way that significantly enhanced the viewing experience. This upgraded space -- from which visitors observe a full, 360-degree view of Paris -- was reopened earlier this year.

7. CURRENT STATUS/INVOLVEMENT

The panoramic tour of the Montparnasse Tower is directly managed by Montparnasse 56 s.a., with the exception of the bar and restaurant, and souvenir photo activities.

8. REFERENCES

Montparnasse 56 works in cooperation with an outstanding team of partners. All partner entities are respected leaders in their fields. Please also see attached letters of reference, including a letter from ICADE -- the property manager for Montparnasse Tower -- along with letters from several leading Chinese-based tour operators.

MANAGEMENT

Legal advisor

Watson, Farley & Williams
Pascal Roux – Attorney
26 avenue des Champs-Elysées - F-75008 Paris
Tel.: +33 (0)1 56 88 21 23
E-mail: proux@wfw.com
www.wfw.com

Chartered accountant

Le May Fiduciaire SARL Company -
Jean-Louis Sormail
16, rue Ampère – F-75017 Paris
Tel.: +33 (0)1 47 66 35 97
E-mail: contact@lemayfiduciaire.fr

Chartered accountant - Consolidation

C4 Conseil
Catherine Clement-Chabas – Partner
91, avenue de Wagram – F-75017 Paris
Tel.: +33 (0)1 42 27 39 42
E-mail: cclementchabas@c4conseil.com

Auditor

F-M Richard & Associés
Gérard Chabrol
1, place d'Estienne d'Orves – F-75009 Paris
Tel.: +33 (0)1 53 93 60 70
E-mail: dfk@fm-richard.fr

IT

Ticketing service provider

Irec Ticketing Technology
Eric Tomaszek - Director
FUTUROSCOPE
Rue Evariste Galois
F-86130 JAUNAY-CLAN – France
Tel.: +33 (0)5 49 62 88 88
E-mail: erick.tomaszek@irec.fr
www.irec.fr

MONTPARNASSE 56 USA

Network IT

InSystem
Stéphane Bériot - Director
3, rue Brown Sequard – F-75015 Paris
Tel.: +33 (0)1 42 18 01 42
E-mail: sberiot@insystem.fr
www.insystem.fr

SPACE PLANNING

Architects

C2A
Jean-Marc Catonné, Alain Boriès, Christophe Daguin, Mathieu Chazeau - Partners
53 rue de la Victoire – F-75009 Paris
Tel.: +33 (0)1 45 26 40 85
E-mail: catonne@c2a.org
www.c2a.org

Interior design

De Pinxi
Philippe Chiwy - Director
Chaussee de Haecht 1103
1140 Brussels - Belgium
Tel.: +32 2 245 75 01
E-mail: phil@depinxi.be
www.depinxi.be

MARKETING

Advertising agency

Venise
Olivier Guinard – Commercial Director
7/13 Bd Paul Emile Victor
F-92200 Neuilly sur Seine
Tel.: +33 (0)1 70 08 70 40
E-mail: oguinard@venise.com
www.venise.com

PR agency

Hémisphère Sud
Corinne Hennequin – Director
21 place de Grandjean
F-33440 Ambarès
Tel.: +33 (0)5 57 77 59 60
E-mail: c.hennequin@agencehemispheresud.com
www.agencehemispheresud.com

Internet agency

ATNet Planet
Olivier Cerf – Director
7-13 Bld Paul Emile Victor - Immeuble Venise - F-92200 Neuilly Sur Seine

MONTPARNASSE 56 USA

Tel.: +33 (0)1 70 08 71 15
E-mail: ocerf@atnetplanet.com
www.atnetplanet.com

Research institutes

Kheolia
Kareen Maya Levy
44, rue René Boulanger - F-75010 Paris
Tel.: +33 (0)9 62 25 82 42
E-mail: kareen.mayalevy@kheolia.fr
www.kheolia.fr

Protourisme
Didier Arino – Director
21, place de Grandjean - F-33440 Amarres
Tel.: +33 (0)5 57 77 59 60
E-mail: didier.arino@protourisme.com
www.protourisme.com

INSTITUTIONAL PARTNERS

Paris Tourist Office

OTCP
Paul Roll – Director
25 rue des Pyramides - F-75001 Paris
Tel.: +33 (0)1 49 52 42 63
E-mail: proll@parisinfo.com
www.parisinfo.com

Tourisme Paris Ile de France

CRT
Jean-Pierre Blat – Managing Director
11, rue du Faubourg Poissonnière – F-75009 Paris
Tel.: +33 (0)1 73 00 77 04
E-mail: anne-laure.tuncer@franceguide.com
www.nouveau-paris-ile-de-france.fr

French tourism development agency

Atout France
Christian Mantei - Director
79/81, rue de Clichy - F-75009 PARIS
Tel.: +33 (0)1 42 96 70 00
www.atout-france.fr

American Zone coordinator
Jean-Philippe Pérol
E-mail: jean-philippe.perol@franceguide.com
Tel.: +54 11 58 11 21 13

Director, US East Coast
Anne-Laure Tuncer
Tel.: +1 212 838 78 00
E-mail: anne-laure.tuncer@franceguide.com

Trade association promoting tourism

SNELAC
National Union of Spaces of Leisure, Amusement and Culture
Sophie Huberson – Delegate General
2 rue d'Amsterdam - F-75009 PARIS
Tel.: +33 (50)1 40 00 05 65
E-mail: sophie.huberson@snelac.com
www.snelac.com/

ADDITIONAL SERVICE PROVIDERS

Cleaning company

Cofraneth
Murielle Jatteau – Commercial representative
22/24 route de Versailles – F-91160 Champlan
Tel.: +33 (74)1 69 00 87 65
E-mail: murielle.jatteau@cofraneth.fr
www.cofraneth.fr

Security

Prened
Laurent Leblot – Business manager
3 rue de l'arrivée - BP 47 - F-75749 Paris cedex 15
Tel.: +33 (38)1 45 00 79 55
E-mail: laurent.lebot@prened.fr

9. SAFETY RECORD

Upon initial construction in 1973, the panoramic roof was designed to accommodate helicopters. This constraint complicated the prevention of suicides and jumping, even though numerous preventive measures had been implemented. Well trained in vigilance and the detection of desperate individuals, our teams – in conjunction with the Tower's security services – have significantly limited the number of accidents (13 accidents in 40 years representing more than 20 million visitors). The Montparnasse 56 Company has not been found liable for any of these accidents.

Following decommissioning of the heliport area, the terrace was fully renovated and glazed. Access to potentially sensitive areas is protected by large security bars, making jumping impossible. The tower itself has also occasionally been targeted by climbers.

As one of Paris' most prominent tourist attractions and high-rise buildings, the Montparnasse Tower is a potential target for terrorist attacks. With this in mind, the Tower's security program works in close coordination with Vigipirate, France's national security alert system. Premised on the notion that terrorism stands a permanent threat, this color-coded system triggers varying levels of specific security measures, including increased police or police/military mixed patrols, in a range of potentially vulnerable locations.

10. EXPERIENCE IN USING LARGE-VOLUME TICKETING SYSTEMS

Since 2006, Montparnasse 56 has been using the services of a leading ticketing company: Irec Ticketing Technology.

The solution proposed by Irec enables us to manage several modules:

a) Ticketing

The Tower's ticketing system allows us to manage our group sales in a simple and rapid manner. It provides for simple products or packages, and allows us to apply percentage-based, value-based and customer contract discounts. We also offer multiple payment methods. M56 can easily collect and analyze data about our customer base employing a full spectrum of relevant variables. Our system also enhances security management, simplifies accounting, facilitates vendor management and helps track sales using multiple criteria.

b) Customer relationship management

Our ticketing system helps us effectively market to both existing and potential customers through both direct mail and email campaigns. This solution allows us to conduct targeted mailing and emailing campaigns that are closely integrated into the marketing programs of our field sales personnel around the world.

c) Booking

The booking module optimizes visitor traffic and efficiently manages group tours. For groups, we can establish a customized program, issue multiple cost estimates, and generate customer contracts.

d) Web solution

The web solution helps us sell tickets online -- via our own website -- to individual and group customers. The online ticket office gives customers access to "queue-free" tickets and allows us to sell tickets 24/7 in a variety of languages. We are now developing a ticket sales module via various mobile platforms.

e) Access control

The access control module allows us to track -- in real time -- the number of people on the site.

f) Gift shop

The gift shop module enables us to simply and rapidly sell a full range of products using various discounts and payment methods, similar to our ticketing capabilities. We can also configure single or batched items, manage inventory, and analyze stock rotation. The system generates daily sales reports and accounting statements using analysis criteria.

Surveys

With our ticketing system, we can analyze the origin of our customers. M56 also interviews 20% of our customers at the ticket office. These nationality surveys help us target and sharpen our overall marketing strategy.

Our surveys also help us maximize customer satisfaction. We conducted eight on-site surveys every year. Two-thirds of these surveys are conducted by an outside survey organization, and the remaining one-third by our personnel.

These surveys are crucial as they help us:

- Identify visitors' expectations and requirements
- Assess the level of satisfaction of each station on the tour, improve efficiency and monitor trends in customer satisfaction
- Define and implement various improvements
- Remain close to our visitors and understand their preferences

95% of our visitors recommend this tour. Our visitor satisfaction rate is higher than the average for French recreational sites.

Marketing

Our aggressive marketing strategy focuses on several targets.

The general public

This is our number-one target. We primarily seek to attract tourists on vacation in Paris, especially from overseas. We commit 15% of our revenues to marketing, advertising and other outreach.

Efficient communication requires adopting a 360° marketing strategy: communication concept, multi-support advertising campaign (press, radio, billboards), Internet and multimedia, direct marketing and loyalty campaigns.

Our communications program focuses on two major themes: "seeing and discovering" and "learning and enjoying."

Opinion leaders and the media

National and local media, as well as elected officials, are key targets because they play a critical role in helping to drive tourists to our site.

Tourism professionals

Tourism professionals and networks constitute a significant target, in particular for group customers. We regularly take part in trade shows, workshops and sales trips, and coordinate closely with our sales teams in London, China, India and Brazil. Montparnasse 56 has a mature and highly effective global program to drive group sales.

Our offices abroad

London

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Brazil

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Montparnasse 56 has made significant efforts to build a large database of group customers (commercial tour operators) as reflected in the strong growth in our group customer base:

- France: 5,700 tour operators representing 32 nationalities
- UK: 500 tour operators
- China: 1,000 tour operators
- India: 2,000 tour operators
- Brazil: 4,000 tour operators

11. LEGAL/OPERATIONAL STRUCTURE BETWEEN THE OWNER AND THE PROPOSER

Montparnasse 56 is a public limited company with an Executive Board and Supervisory Board, with a capitalization of €504,000, registered with the Trade and Companies Registry since January 13,1975 under no. 301 499 604 R.C.S. Paris. Montparnasse 56 s.a. owns 100 percent of Tourismus in Deutschland und Amerika GmbH.

12. SECURITY PROCEDURES

As one of Paris' top ten destinations, and because of our physical location atop one of Europe's highest skyscrapers, we concentrate heavily on security. We work in close cooperation with the building management's security division -- EITMM/ICADE -- to implement a multi-faceted security regimen both at our site and throughout the tower:

a) Fire

The Fire Safety Service, under the authority of the PRENED Company, monitors the safety of people and property in the entire building 24/7. A team of ten firefighters constantly checks equipment and performs security inspections. Fire drills are conducted regularly.

To guarantee maximum safety conditions, rules have been developed for all occupants and tourists, including:

- No blocking of movement in corridors
- Doors onto corridors must always remain closed
- No tampering with fire detection or security devices
- Identify and train safety teams for each floor
- Never undertake construction activity that may generate heat or smoke without a fire license granted by the safety office
- Flammable equipment must not be installed in offices or on the tour

In case of fire, safety procedures (emergency evacuation) must be followed on every floor of the building. All tower employees are required to use the emergency exits by taking the stairs to evacuate the building. All visitors present on the 56th floor and panoramic terrace must follow the instructions of the operations team and fire brigades, who guide them toward the main emergency exits so they can evacuate the building using the stairs.

b) Elevators

The Montparnasse Tower has 25 elevators. Most are used for access to offices on the 1st to 55th floors. The

panoramic tour elevator is Europe's fastest – climbing 643 feet in 38 seconds – and travels directly to the 56th floor without stopping.

Effective controls and procedures have been put in place by EITMM/ICADE to guarantee safety and minimize risk of breakdowns. If elevators are not working, all those present in the building can use the stairs. In the event of more serious damage, people will be evacuated under the authority of EITMM/ICADE and fire brigades, leaving the building via the emergency exit stairs.

Otis Elevator maintains and inspects all elevators. Its experts are present on a 24/7 basis.

c) Injuries/accidents/incidents

In case of minor injuries or more serious accidents during the tour or within the tower, the French brigade of Sapeurs-Pompiers de Paris (a French Army unit posted at selected sites of national strategic importance) is on site to give first aid to injured people and convey them to safety. This brigade is at the disposal of the Paris Prefecture of Police, the authority that has imposed specific security and safety procedures upon Montparnasse 56, as this site is considered of strategic importance in the French capital.

d) Security management

As a site of national importance, The Montparnasse Tower benefits from maximum safety checkpoints at every entrance of the tower to protect the building. Security teams are in place throughout the tower. People's luggage and handbags are checked every time they enter the tower – visitors and employees alike – to prevent introduction of weapons, bombs or hazardous products.

e) Keeping track of visitors

Operational staff are present at every stage of the tour:

- Visitors buy tickets at the ticket office
- They are then guided towards the dedicated elevator for the panoramic tour, where a member of the staff is waiting for them
- Upon arrival at the 56th floor, another employee welcomes them and guides them towards the start of the tour
- Members of staff are present throughout the tour and visitors exit the site via the same elevator

f) Balcony safety

The rooftop terrace is set back about 10 feet from the edge of the tower, and is protected by solid safety railings to avoid falls or suicide attempts. A security agent is always present on the terrace to guarantee safety, prevent improper behavior and intervene in case of injuries or accidents.

ICADE

Property Management

Monsieur Patrick ABISSEROR

Montparnasse 56
33 Avenue du Maine
75755 PARIS cedex 15

Dear Mr Abisseror,

In response to your request, we are delighted to send you this letter to acknowledge that your company - Montparnasse 56; which has been a long-time co-owner - and your teams have become particularly aware of the utmost importance of prevention in ensuring the safety of people and property. In addition to this commitment, your company is also currently playing a major role in enabling the property development to look toward its future with determination and optimism, particularly by including in current discussions the idea of a property development with certified environmental performance.

Everyone should be aware of the importance of fire safety and respect of regulations, so that a high level of safety can be guaranteed on a daily basis. This new level of awareness is all the more essential for a world-famous high-rise property development like the Tour Maine Montparnasse. We thank you for your constant vigilance, your active participation in the table-top emergency drills, and for the training you provide to your teams. This allows the very many visitors to happily enjoy the extraordinary view that the tower's terrace has to offer.

We are confident that we can count on your commitment and collaboration in maintaining the development at a high level of safety, as well as on your participation in renewing the Tour Maine Montparnasse property development.

Yours faithfully,

Benjamin Ficquet
ICADE Property Management
Directeur des Immeubles Complexes (Complex Building Manager)
- DICX

Benjamin FICQUET

Icade's Complex Building Management currently manages over 19 high-rise buildings (comprising over 30,000 sq. m.) in Ile de France, including the two largest buildings in France: the Tour FIRST and the Tour Maine Montparnasse.

Montparnasse 56 USA
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(212) 808-3018
www.montparnasse56usa.com

CHINESE CONTACTS

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Caissa
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President
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U-tour
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China Space - Air China Travel Service LTD
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General Manager
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Exhibit D-1

ETI Holidays Company Limited – Great China 2011

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Telephone No: (86) 10 59138567 Facsimile No: (86) 10 59222998 E-mail: nafe@byecity.com

Letter of Interest

ETI Holidays, represented by Tony ONG whose headquarters are situated at Beijing is a tour operator whose core business is outbound tourism.

Every year, nearly 100,000 clients travel with the company throughout the world. Europe alone is a destination that attracts over 60,000 clients.

Paris is an unmissable stop on any European program, and **ETI Holidays** always strives to include the very best offers and tourism products for Europe in its tours.

It therefore comes as no surprise that a commercial relationship has developed between ETI Holidays. and Visite Panoramique de la Tour Montparnasse (Montparnasse Tower Panoramic Visit), operated by Montparnasse 56.

Today, all ETI Holidays Chinese tourists visiting Paris come to admire the 'Most Beautiful View of Paris', from the top floor of the Montparnasse Tower. This represents an annual total of 15000 clients.

There is regular contact between **ETI Holidays** and Montparnasse 56, whether it takes place in Paris or in China. This is why it has been a natural development for Montparnasse 56 to express a desire to expand its operations across the Atlantic, and more particularly to New York, with its proposal for an observation deck at One World Trade Center.

The recent signing of an ADS (Approved Destination Status) agreement between China and the United States means that in the coming years the number of Chinese tourists is certain to increase significantly – and of course New York will be a key destination.

With this in mind, **ETI Holidays**, as the leading Tour Operator in its market, will be developing specific programmes for the USA, which will of course include New York.

Therefore **ETI Holidays**. officially backs the Montparnasse 56 application to manage the One World Trade Center observation deck.

The excellent commercial relationship that has been established between Montparnasse 56 in Paris and Beijing suggests that it should be possible to establish an identical form of collaboration between New York and Beijing, to the advantage of both parties.

ETI Holidays wishes Montparnasse 56 every success and hopes most sincerely that Montparnasse 56 will be awarded the contract.

Nafe WENG

Business Coordinate Manager
Head office of ETI Holidays
Beijing

ETI Holidays Company Limited – Great China 2011

8/F, Fosun International Center, NO.237 Chaoyang North Road, Chaoyang District,Beijing, 100020, CHINA
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意愿信

ETI Holidays 公司，法人代表为 **Tony ONG**，公司所在地为 Beijing，是包价旅游承办商，其主营涉外旅游项目。

每一年，接近 100 000 名的客户在该公司的组织下在全世界进行旅游参观。其中，以欧洲为旅游目的地的客户数超过 60 000 名。

在每个欧洲游行程中，巴黎都是一项无法绕过的行程，且按照惯例，**ETI Holidays**...公司规定将在行程中提供最优的价格和最佳的旅游产品。

这也正是在 **ETI Holidays** 与蒙巴纳斯大厦（Tour Montparnasse）全景参观项目之间诞生商业业务往来的原因，该项目由蒙巴纳斯（Montparnasse）56 公司负责运营。

今日，在巴黎旅游的 ETI Holidays 公司的客户将在蒙巴纳斯大厦最高一层享受到"巴黎最美的景色"。每年参加此项目的客户将到达 15 000.人。

无论是在巴黎或是在中国，由于 **ETI Holidays** 公司和蒙巴纳斯 56 公司之间存在着经常性的业务往来，因此蒙巴纳斯 56 公司向其展现了在美国发展并建立旅游业务的意愿，尤其是在纽约经营第一世贸中心（One World Trade Center）参观项目的意愿。

在未来数年内，不久前中美之间签订的 ADS（公民出境游目的国）协议将使得到美国旅行的中国旅行者人数得到较大增长，而作为优先选择的旅游目的地，纽约将更是如此。

在此情况下，**ETI Holidays** 公司，作为行业领先的包价旅游承办商，将开发适用于美国，当然也包括纽约的专项旅游行程。

因此，**ETI Holidays** 公司正式支持蒙巴纳斯 56 公司成为竞选候选人，从而获得第一世贸中心参观项目的经营权。

得益于双方在巴黎和北京之间开展的良好商业合作关系，我们可预期的是双方将以双方利益为基础，在纽约和北京之间展开同样良好的合作。

ETI Holidays 公司祝愿蒙巴纳斯 56 公司获得成功并真诚的期望蒙巴纳斯 56 公司能在此竞选中获胜。

Nafe WENG

海外采购部经理
ETI Holidays 总部
Beijing

Exhibit D-1

caissa
Touristic

新路务 新体验

Letter of Interest

CAISSA, represented by CHEN XIAOBING, whose headquarters are situated at Beijing, is a tour operator whose core business is outbound tourism.

Every year, nearly 100 000 clients travel with the company throughout the world. Europe alone is a destination that attracts over 50 000 clients.

Paris is an unmissable stop on any European program, and 30 000 always strives to include the very best offers and tourism products for Europe in its tours.

It therefore comes as no surprise that a commercial relationship has developed between CAISSA, and Visite Panoramique de la Tour Montparnasse (Montparnasse Tower Panoramic Visit), operated by Montparnasse 56.

Today, all CAISSA Chinese tourists visiting Paris come to admire the 'Most Beautiful View of Paris', from the top floor of the Montparnasse Tower. This represents an annual total of 23 000 clients.

There is regular contact between CAISSA and Montparnasse 56, whether it takes place in Paris or in China. This is why it has been a natural development for Montparnasse 56 to express a desire to expand its operations across the Atlantic, and more particularly to New York, with its proposal for an observation deck at One World Trade Center.

The recent signing of an ADS (Approved Destination Status) agreement between China and the United States means that in the coming years the number of Chinese tourists is certain to increase significantly – and of course New York will be a key destination.

With this in mind, CAISSA, as the leading Tour Operator in its market, will be developing specific programmes for the USA, which will of course include New York.

Therefore CAISSA officially backs the Montparnasse 56 application to manage the One World Trade Center observation deck.

The excellent commercial relationship that has been established between Montparnasse 56 in Paris and Beijing suggests that it should be possible to establish an identical form of collaboration between New York and Beijing, to the advantage of both parties.

CAISSA wishes Montparnasse 56 every success and hopes most sincerely that Montparnasse 56 will be awarded the contract.

Mr. Chen Xiaobing

President

caissa
touristic 凯撒旅行

新服务 新体验

意愿信

CAISSA 公司，法人代表为 CHEN XIAOBING，公司所在地为 Beijing，是包价旅游承办商，其主营涉外旅游项目。

每一年，接近 100 000 名的客户在该公司的组织下在全世界进行旅游参观。其中，以欧洲为旅游目的地的客户数超过 50 000 名。

在每个欧洲游行程中，巴黎都是一项无法绕过的行程，且按照惯例，CAISSA 公司从来将在行程中提供最优的价格和最佳的旅游产品。

这也正是在 CAISSA 公司与蒙巴纳斯大厦（Tour Montparnasse）全景参观项目之间延生商业业务往来的原因，该项目由蒙巴纳斯（Montparnasse）56 公司负责运营。

今日，在巴黎旅游的 CAISSA 公司的客户将在蒙巴纳斯大厦最高一层享受到"巴黎最美的景色"；每年参加此项目的客户将到达 30 000 人。

无论是在巴黎或是在中国，由于 CAISSA 公司和蒙巴纳斯 56 公司之间存在着经常性的业务往来，因此蒙巴纳斯 56 公司向其展现了在美国发展并建立旅游业务的意愿，尤其是在纽约经营第一世贸中心（One World Trade Center）参观项目的意愿。

在未来数年内，不久前中美之间签订的 ADS（公民出境游目的国）协议将使得到美国旅行的中国旅行者人数得到较大增长，而作为优先选择的旅游目的地，纽约将更是如此。

在此情况下，CAISSA 公司，作为行业领先的包价旅游承办商，将开发适用于美国，当然也包括纽约的专项旅游行程。

因此，CAISSA 公司正式支持蒙巴纳斯 56 公司成为竞选候选人，从而获得第一世贸中心参观项目的经营权。

得益于双方在巴黎和北京之间开展的良好商业合作关系，我们可预期的是双方将以双方利益为基础，在纽约和北京之间展开同样良好的合作。

CAISSA 公司祝愿蒙巴纳斯 56 公司获得成功并真诚的期望蒙巴纳斯 56 公司能在此竞选中获胜。

陈 小 兵

总 裁

凯撒旅游总公司

authorized ticket reseller

Exhibit D-1

u·tour
众信旅游

Letter of Interest

...U TOUR., represented by .....WANG LAN....., whose headquarters are situated at ...BEIJING..., is a tour operator whose core business is outbound tourism.

Every year, nearly 200 000. clients travel with the company throughout the world. Europe alone is a destination that attracts over ...160 000 clients.

Paris is an unmissable stop on any European program, and .....U TOUR...always strives to include the very best offers and tourism products for Europe in its tours.

It therefore comes as no surprise that a commercial relationship has developed between .....U TOUR and Visite Panoramique de la Tour Montparnasse (Montparnasse Tower Panoramic Visit), operated by Montparnasse 56.

Today, all U TOUR. Chinese tourists visiting Paris come to admire the 'Most Beautiful View of Paris', from the top floor of the Montparnasse Tower. This represents an annual total of ...170 000. clients.

There is regular contact between ...U TOUR... and Montparnasse 56, whether it takes place in Paris or in China. This is why it has been a natural development for Montparnasse 56 to express a desire to expand its operations across the Atlantic, and more particularly to New York, with its proposal for an observation deck at One World Trade Center.

The recent signing of an ADS (Approved Destination Status) agreement between China and the United States means that in the coming years the number of Chinese tourists is certain to increase significantly – and of course New York will be a key destination.

With this in mind, ...U TOUR., as the leading Tour Operator in its market, will be developing specific programmes for the USA, which will of course include New York.

Therefore ...U TOUR.. officially backs the Montparnasse 56 application to manage the One World Trade Center observation deck.

The excellent commercial relationship that has been established between Montparnasse 56 in Paris and Beijing suggests that it should be possible to establish an identical form of collaboration between New York and Beijing, to the advantage of both parties.

...U TOUR... wishes Montparnasse 56 every success and hopes most sincerely that Montparnasse 56 will be awarded the contract.

u·tour
众信旅游

意愿信

U TOUR 公司，法人代表为 WANG LAN，公司所在地为 BEIJING，是包价旅游承办商，其主营涉外旅游项目。

每一年，接近 200 000 名的客户在该公司的组织下在全世界进行旅游参观。其中，以欧洲为旅游目的地的客户数超过 160 000 名。

在每个欧洲游行程中，巴黎都是一项无法绕过的行程，且按照惯例，U TOUR 公司规定将在行程中提供最优的价格和最佳的旅游产品。

这也正是在 U TOUR 公司与蒙巴纳斯大厦（Tour Montparnasse）全景参观项目之间诞生商业业务往来的原因，该项目由蒙巴纳斯（Montparnasse）56 公司负责运营。

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因此，U TOUR 公司正式支持蒙巴纳斯 56 公司成为竞选候选人，从而获得第一世贸中心参观项目的经营权。

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U TOUR 公司祝愿蒙巴纳斯 56 公司获得成功并真诚的期望蒙巴纳斯 56 公司能在此竞选中获胜。

Exhibit D-1

China Space 寰宇风情

北京凤凰假期国际旅行社有限公司
AIR CHINA TRAVEL SERVICE LTD.

Letter of Interest

CHINA SPACE., represented by XIE XILIN, whose headquarters are situated at BEI JING , is a tour operator whose core business is outbound tourism.

Every year, nearly 60,000 clients travel with the company throughout the world. Europe alone is a destination that attracts over 35000 clients.

Paris is an unmissable stop on any European program, and CHINA SPACE always strives to include the very best offers and tourism products for Europe in its tours.

It therefore comes as no surprise that a commercial relationship has developed between CHINA SPACE and Visite Panoramique de la Tour Montparnasse (Montparnasse Tower Panoramic Visit), operated by Montparnasse 56.

Today, all CHINA SPACE Chinese tourists visiting Paris come to admire the 'Most Beautiful View of Paris', from the top floor of the Montparnasse Tower. This represents an annual total of 15000 clients.

There is regular contact between CHINA SPACE and Montparnasse 56, whether it takes place in Paris or in China. This is why it has been a natural development for Montparnasse 56 to express a desire to expand its operations across the Atlantic, and more particularly to New York, with its proposal for an observation deck at One World Trade Center.

The recent signing of an ADS (Approved Destination Status) agreement between China and the United States means that in the coming years the number of Chinese tourists is certain to increase significantly – and of course New York will be a key destination.

With this in mind, CHINA SPACE, as the leading Tour Operator in its market, will be developing specific programmes for the USA, which will of course include New York.

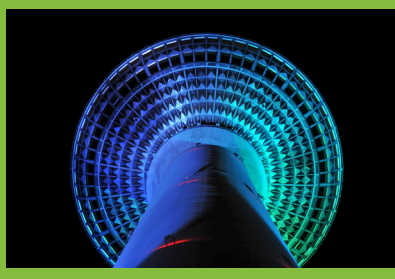
Therefore CHINA SPACE officially backs the Montparnasse 56 application to manage the One World Trade Center observation deck.

The excellent commercial relationship that has been established between Montparnasse 56 in Paris and Beijing suggests that it should be possible to establish an identical form of collaboration between New York and Beijing, to the advantage of both parties.

CHINA SPACE wishes Montparnasse 56 every success and hopes most sincerely that Montparnasse 56 will be awarded the contract.

北京凤凰假期国际旅行社有限公司 欧洲部

BERLINER FERNSEHTURM (BERLIN TV TOWER)



Montparnasse 56 USA
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New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT D-2
BERLINER FERNSEHTURM (BERLIN TV TOWER)

1. VENUE/ATTRACTION NAME

Berliner Fernsehturm (Berlin TV Tower)

2. PROJECT LOCATION

The Television Tower is located in the center of Berlin, the capital of the Federal Republic of Germany.

Headquarters: Panoramastraße 1 a, 10178 Berlin, Germany

3. SERVICES PROVIDED/BUSINESS STRUCTURE

After the reunification of Germany, the Tower was privatized and an international competition was conducted to identify an operator for its observatory and restaurant. In 1993, M56 won the competition to serve as operator on the basis of a long-term lease. At the same time, the ownership of the structure was sold to Deutsche Telekom Group. As part of this submission, we have included a letter of support from Deutsche Telekom's specialized subsidiary, Deutsche Funkturm.

The company directly operates a number of services:

- An observation level at a height of 666 feet

60 observation windows for views of Berlin; capacity for 120 people

- Bar

On the observation deck with seating for 16

- Revolving restaurant

679 feet above with 200 seating spaces and up to 1,000 guests per day

- In-house events

These include New Year's Eve Gala, solstice breakfast, Advent brunch and other events

MONTPARNASSE 56 USA

- In-house souvenir shop

322 square feet in size. This area is being expanded to 1,290 square feet as part of modernization initiative.

- Ticket sales for admission into the visitor areas of the Berlin TV Tower

Third-party companies are used only for cleaning services, technical building management, and security services.

Breakdown of employees

We employ 102 permanent and seasonal staff, as follows:

Restaurant/Kitchen: 58 people
Bar: 4 people
Souvenir Shop: 4 people
Customer Assistants: 21 people
Marketing/Sales: 1 person
Accounting: 2 people
Purchasing/storage management: 4 people
Other Management: 3 people (ie. executive management, personnel officer, controlling)
Project Management: 1 person

4. ANNUAL ATTENDANCE FOR THE VENUE/ATTRACTION

Annual attendance

2009: 1,160,000 visitors
60% of guests are from Germany

2010: 1,164,000 visitors
60% of guests are from Germany

2011: (as of the end of September) 971,601 visitors
60% of guests are from Germany

Non-German visitors are primarily from Italy, Spain, Benelux countries (Belgium, Netherlands, Luxembourg), Denmark, France, UK, Poland, Switzerland, and Austria.

5. ANNUAL REVENUE/PROFIT FROM THE VENUE/ATTRACTION

2011:	(through the end of September 2011)			
	Revenue	**€12,228,928 / $16,608,069**		Profit **€3,074,671 / $4,239,049**
	Tickets sales:	€8,027,186	/ $10,901,726	
	Restaurant:	€3,423,104	/ $4,648,912	
	Bar:	€313,310	/ $425,506	
	Souvenirs:	€386,657	/ $525,118	
	Other:	€78,671	/ $106,843	
2010:	Revenue	**€13,935,613 / $19,213,011**		Profit **€3,275,150 / $4,515,452**
	Ticket sales:	€9,138,599	/ $12,599,387	
	Restaurant:	€3,939,380	/ $5,431,223	
	Bar:	€364,383	/ $502,374	
	Souvenirs:	€394,881	/ $544,422	
	Other:	€99,118	/ $136,653	

2009:	Revenue	**€12,926,832**	**/ $17,555,887**	Profit **€2,957,068 / $4,076,910**
	Tickets sales:	€8,485,162	/ $11,523,695	
	Restaurant & Bar:	€4,050,407	/ $5,500,861	
	Souvenirs:	€303,768	/ $412,547	
	Other:	€87,496	/ $118,828	

6. PROJECT OPENING DATE

Tower history

The story of the Berlin TV Tower is a part of German history: The Tower – together with the Reichstag and the Brandenburg Gate – is universally recognized as one of the three icons symbolizing the city of Berlin.
The leaders of the GDR (East Germany) had the TV Tower built in the 1960s, in part to demonstrate the capabilities of the socialist system. Today, the outline of the Tower shapes the German capital – as an emblem of the reunited Germany, similar to the Brandenburg Gate.

1964: The GDR decided to locate a high performance transmitter on Alexanderplatz. The tower would be visible from West Berlin and represent the socialist part of Germany.

October 3, 1969: Opening of the Berlin TV Tower

1993: TV Tower privatized – Montparnasse 56 takes over observatory and restaurant

1995-1996: General restoration of the tower with renovated building services, air-conditioning system and fire-protection technology

7. CURRENT STATUS/INVOLVEMENT

Montparnasse 56 s.a., through its wholly owned subsidiary Tourismus in Deutschland und Amerika GmbH, continues to own and operate the observation deck, restaurant and related activities at Berlin TV Tower.

8. REFERENCES

See attached letter from Deutsche Funkturm, the owner of the Berlin TV Tower, as well as information on the innovation award from the World Federation of Great Towers.

Berlin Marketing und Kongress GmbH
Visit Berlin
Burkhard Kieker – CEO
Am Karlsbad 11, 10785 Berlin
Tel.: +49 – 30 – 2647 48 910
Email: kieker@btm.de

Deutsche Funkturm Management GmbH
(Lessor)
Dr. Rudolf Pospischil - CEO
Gartenstraße 217, 48147 Münster
Tel.: +49 – 251 – 1338 1001
Email: rudolf.pospischil@dfmg.de

Deutsche Funkturm Management GmbH
Berlin branch
Torsten Brinkmann, Facilities Maager
Buchberger Straße 4-12, Haus 2, 10365 Berlin
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E-mail: torsten.brinkmann@dfmg.de

MONTPARNASSE 56 USA

The German Hotel and Restaurant Association (DEHOGA)
Berlin e. V.
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E-mail: thomas.lengfelder@dehoga-berlin.de

Hep & Ko
Publicity Agency
Daniela Koros –Owner
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Dietmar Jeserich
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Location research company
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Stern- und Kreisschiffahrt GmbH
and Chair of Berlin Attractions e. V.
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Berliner Bären Stadtrundfahrten
and Chair of the ICC Tourism Committee
Hans-Jörg Schulze – CEO
Partner
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Tel.: +49 – 30 – 351 952 50
E-mail: HjSchulze@bbsberlin.de

MONTPARNASSE 56 USA

9. SAFETY RECORD

A power failure occurred in the sphere in 2008. Guests were evacuated calmly and efficiently. There were no injuries.

Ice fell from the sphere in 2011. The area around the tower was blocked off in cooperation with local fire officials. There were no injuries. There was also a discharge of coolant in the lessor's cellar. Fire services cleared a contaminated area. At no point were employees or guests exposed to any danger.

M56 and the building owner are presently installing a high-pressure mist extinguishing system throughout the tower and will be completed by the end of 2011.

10. EXPERIENCE IN USING LARGE-VOLUME TICKETING SYSTEMS

Original ticketing process

With about 1.2 million visitors each year, the TV Tower is one of Berlin's most popular attractions. During the busiest periods, up to six thousand people per day visit the tower. Capacity is limited to a total 320 people at any one time: 200 at the restaurant floor and 120 at the observation floor. Attendance had originally been tracked by hand by counting persons entering and leaving the tower via its two elevators. Ticket sales would be halted when maximum capacity had been reached.

The original systems were inefficient. Visitors frequently had to wait for long periods before entering. Because of long waits, some would depart for other attractions. Because visit-related statistics were kept by hand, survey information was inefficient. Printed reservation information was carried by hand to the cashier's desk. It was difficult to keep reservation lists up to date and to address cancellations.

Upgraded ticketing system installed October 2008

This system counts visitors upon entering and leaving the tower by scanning tickets at the turnstile. Every ticket has a unique scan code providing details about ticket type, entrance time and departure time. When the maximum capacity is reached, the system stops entrance turnstiles immediately.

The new system is directly linked to the reservation system. The system reserves time slots for restaurant and group reservations, which ensures that arriving groups gain prompt entry.

Every ticket has a unique number shown on large screens at the entrance. The screens indicate entry time, with updates during the prior 30-minute period. If waiting time exceeds 30 minutes, visitors may use a free SMS service: They send the individual SMS code indicated on the ticket to a dedicated mobile number connected to the ticketing system. They receive a confirmation SMS. Thirty minutes prior to their time of access, they receive a second SMS "calling" them to the tower. Visitors are free to use waiting time without standing on line.

The system recalculates duration of stay every 10 minutes to ensure reasonably accurate estimates of entry time. Prior to arrival, visitors may purchase VIP tickets online and print it at home. VIP tickets enable visitors to choose the date and time of access. Hotels and local tourist offices may access this ticket platform for guests and tour members.

Group reservations are possible at a fixed time using the "Reservierungsmanager" (Reservation Manager) program that interfaces with the ticketing system. The reservations department takes the reservation request, checks availability, confirms the request to the customer and enters the reservation into the program. This program forwards the corresponding reservation information to the visitor management system, which generates tickets for the guests.

Table reservations in the restaurant are also made through the Reservation Manager program. Guests may reserve via telephone, fax, email or online. Reservations are confirmed via email.

New ticketing system commencing 2012

An enhanced visitor management system will be implemented on January 1, 2012. Because this system is our property, we can issue licenses to other attractions and have it enhanced or redesigned. In addition to the functionalities described above, the new system will:

- Offer online sales of VIP, time-slot and group tickets in a manner that takes into account likely overall visitor volume and maximum capacity management.
- Calculate average lengths of stay at both observation deck and restaurant levels to more precisely calculate virtual queuing time
- Expand online payment options through systems such as PayPal
- Establish standardized and specialized interfaces with various partner and reseller sales systems (e.g., Berlin tourism bureau, travel agents, hotels, etc.)
- Sale of "combi-tickets" with subsidiaries or partner companies of TV Turm Alexanderplatz
- Tickets valid for use by multiple entities
- Provide for more flexible targeting and design options for commercials, emails, cover letters, etc.
- Enhance multilingual capabilities
- Send tickets sold via email or SMS
- Enhance the SMS function as a means of conveying information to customers and employees -- and to confirm the visitor's native language
- Leverage user interfaces to improve ergonomic design
- Expand connections between ticket machines and the Internet
- Improve projections of visitor flows and visitor movement
- Convey machine error messages via email and SMS

Surveys

We survey guests via restaurant questionnaires inquiring about the quality of food, beverages and service, as well as opinions about the restaurant's interior design and the venue's price/performance ratio. Results are analyzed on a monthly basis. Visitors are also surveyed four times a year in multiple languages about offerings, service, quality, price/performance ratio, country of origin, and suggestions for improvements.

Marketing

Our "E. Marketing Initiative 2011" includes extensive flyer distribution at hotels, camping sites, and airports. We run advertising in such print media as boat trip maps, hotel guides, and official city maps. We advertise online at www.vistiberlin.de and in the site's newsletters, and participate in a number of trade fairs abroad each year.

The Tower has 28,140 active customers, of which 11,365 are corporate customers. 425 agencies are situated in Germany and 234 are overseas agencies.

11. LEGAL/OPERATIONAL STRUCTURE BETWEEN THE OWNER AND THE APPLICANT

Montparnasse 56 s.a., through its wholly owned subsidiary Tourismus in Deutschland und Amerika GmbH, continues to own and operate the observation deck, restaurant and related activities at Berlin TV Tower.

Montparnasse 56 s.a. owns 100 percent of Tourismus in Deutschland und Amerika GmbH.

Headquarters:
Panoramastraße 1 a, 10178 Berlin, Germany

CEOs:
Jean-Paul Ferroud and Christina Aue

Date of first entry onto Commercial Register:
January 13, 1992

12. SECURITY PROCEDURES

An evacuation plan was developed in close cooperation with the lessor (Deutsche Funkturm Management GmbH), city fire services and the police. The plan spells out various evacuation measures designated for various locations within the sphere. All employees receive training in the evacuation plan.

Surprise evacuation drills occur several times a year. The most recent one was held on October 28, 2011, with 196 guests participating. Drills are recorded and assessed by tower management.

Three trained security officers from an external security firm are present within the tower each day. One controls the entrance/exit area and the other two conduct bag inspections and check individuals using hand scanners. Large baggage, liquids of any kind, weapons and other potentially dangerous items must remain at the security gate. Officers conduct regular security rounds throughout the site. Outside security personnel are always on call. A police car is located near the entrance area.

All employees have manuals under their telephones with precise instructions on handling bomb threats. Threat-related information is immediately forwarded to the police's criminal investigation unit. Personnel receive regular training in bomb threat-related procedures.

Tower management meets regularly with the state criminal investigation office, the company's security team and with the site owners. Participants review updated threat levels and emerging security issues. The Tower maintains constant contact with state security forces. Police conduct regular inspection tours. Video surveillance and alarms are present in access areas, the lobby, all entrances and exits, and kitchen and storage areas.

Deutsche Funkturm

Deutsche Telekom Gruppe

September, 2011

The Durst Organization
Port Authority of
New York and New Jersey

Letter of Recommendation in support of Montparnasse 56 as potential operator of the observation deck at One World Trade Center, New York City

To whom it may concern,

Deutsche Funkturm GmbH is a wholly owned subsidiary of Deutsche Telekom AG that owns and operates more than 25,000 telecommunications antenna facilities with around 600 employees. The most important of these facilities are several high-rise telecommunications/TV towers in various German cities. Among them, the most prominent is the TV tower on the Alexander Square in the heart of the former Eastern part of Berlin (a landmark of former East Berlin commonly referred to as the "Alexander Tower" which is today one of the most recognizable buildings in the Berlin cityscape.). The Alexander Tower has a total height of 368 meters (including antenna) and has a coffee shop/restaurant located at approximately 207 meters in height and an observation deck at approximately 203 meters in height.

Both the Observation deck and restaurant were operated by a state-owned GDR company during the time of the former German Democratic Republic. Following the reunification of Germany, ownership of the Tower was transferred to Deutsche Telekom (which later transferred the ownership to its subsidiary Deutsche Funkturm GmbH). In 1994 the operation of the observation deck and restaurant was privatized and leased by a consortium under majority ownership and control of the French company Montparnasse 56. Montparnasse 56, through its majority owned and controlled subsidiary TV-Turm Alexanderplatz, renovated and refurbished the entire premises and has been operating the restaurant and observation deck for 17 years. Montparnasse 56 also owns and operates the observation deck in the Montparnasse Tower in Paris among other venues.

The operation of the observation deck and the restaurant requires a substantial degree of interaction with Deutsche Funkturm GmbH as owner and operator of the Alexander Tower itself, including its technical and security facilities. During our long period of cooperation, we have been thoroughly impressed by Montparnasse 56 as excellent and reliable operators of the observation deck and restaurant. Montparnasse 56 has a deep understanding of what is needed to operate a high profile facility such as this and to maintain a high level of quality in the visitor experience as well as integrity in the operations. We have been very pleased with the success of the operations and wholeheartedly endorse Montparnasse 56 as both an operator and a reliable and trustworthy business partner more generally.

In particular, we emphasize the following:

- Most importantly, there has been strict and diligent attention paid by Montparnasse 56 to all aspects of the complex security measures for the tower. As a result, there have been no security incidents at the Tower during their tenure as the operator.

- When Montparnasse 56 took over management, the facilities were quite old and unattractive. Montparnasse made a considerable investment and renovated and modernized the facilities turning them into attractive, modern and secure premises.

- Throughout the 17 years of operation by Montparnasse 56, Montparnasse 56 has been a reliable contractual partner and there has never been a payment default with respect to Deutsche Funkturm.

- Despite the nearly 1.2 million annual visitors to the Alexander Tower, we have received few, if any, complaints about the operation of the observation deck and the restaurant year in and year out. Operations are consistently run smoothly and efficiently. Since many visitors identify the visitor facilities in the Alexander Tower with our parent company Deutsche Telekom as the ultimate owner of the tower, this is of particular importance to us.

- Montparnasse 56 has undertaken continuous and successful efforts to increase the attractiveness of the tower and the image the tower enjoys in the public arena.

In light of the above, we are pleased to strongly support the application of Montparnasse 56 to operate the observation deck at One World Trade Center in New York City. We are confident that Montparnasse 56 is competent for this task and will be a reliable and successful partner of the owner of the building.

We would be pleased to answer any more specific question you may have, so please feel free to contact our Chairman, Dr. Rudolf Pospischil (at +49 251 1338-1000 or Rudolf.Pospischil@dfmg.de) should the need arise.

Sincerely,

Dr. Rudolf Pospischil
Chairman and Managing Director

Bernd Berens
Senior Vice President HR and Legal

INNOVATION AWARD

<u>Winner</u>: Berliner Fernsehturm
Special Finalist: Dragon Tower (Harbin, China)

The Berliner Fernsehturm was awarded the winning entry in this category for their new ticketing system featuring access control and queue management. This system can recalculate the duration of stay every 10 minutes, and deliver a "short message service" (SMS) to customers 30 minutes prior to their calculated access time. It not only addresses the issues of customer flow, safety and satisfaction (which are critical for success), but has the added benefits of sustaining maximum capacity at a constant rate; delivering new distribution channels; and offering a new marketing tool with electronic messaging.

The Managing Director of the Berliner Fernsehturm, Ms Christina Aue, accepted the award.

Dragon Tower was also singled out by the judges to receive a special finalist award in this category for their interactive educational and entertainment centre, based on the Ancient World through to Extraterrestrial Civilization. The centre encompasses a broad range of displays that traverse the elements of history, science and culture, presenting unique features in a truly innovative and creative way. For example, acoustic, optical and electrical technology have been widely applied in the exhibits along with animation, graphics and story-telling to make the elements more alive and interesting for children.

The General Manager of Dragon Tower, Mr Deng Shi, was present to accept the award.

L to R: Ms Aue receiving her award from Mr Wiggins ***Mr Deng Shi receiving his award***

Mr Wiggins informed those present that this category had been the most competitive, and also the most difficult one for judges to assess. He explained that it had highlighted to all those involved, the different applications that innovation can take, and that the Steering Committee would look at perhaps differentiating between technical and marketing innovations in future awards. This was already the case with the environment award which split the physical environment from the socio-cultural environment.

CHICAGO— HOST FOR 2010 CONFERENCE

The cosmopolitan city of **Chicago** was announced as the location for the **2010 WFGT Conference** when delegates recently met in Paris. The Federation would like to thank colleagues at the **John Hancock Center** for hosting next year's event and we look forward to working together to build on our recent achievements in Paris.

This will be the first time the conference has been held in the USA in the Federation's 20-year history. Mr Daniel Thomas, Ms Mary-Ellen Smith and Ms Carey Randall from the John Hancock Center were on hand in Paris to invite WFGT members to attend the 2010 conference. Mr Thomas said they were delighted and proud to be the host tower for next year's event and are looking forward to welcoming many WFGT delegates to their home city.

2009 INDUSTRY AWARDS FOR EXCELLENCE

The **2009 Awards for Excellence** ceremony was held on the last evening of the conference prior to the final dinner at the Eiffel Tower's famous *Jules Verne* restaurant. It was a wonderful reception where members celebrated the innovations and excellence within the WFGT community.

The Secretary-General, Mr Mike Wiggins, thanked all members who submitted entries and reported that all categories had received multiple submissions. The judges also advised that the standard of entries for 2009 was exceptionally high. Because of this, joint winners and special finalists were announced within some categories. All winning entries are listed below and will be profiled in upcoming editions of *Tower Talk*.

STAFFING AWARD — *Joint Winners*:
CN Tower – for it's online recruitment, training and communication package
K.L. Menara – for their suite of value-added staff programs

INNOVATION AWARD — *Winner:*
Berliner Fernsehturm **-** for their ticketing system with access control & queue management
Special Finalist: Dragon Tower **-** for it's interactive entertainment and educational centre

ENVIRONMENT AWARD — Winner:
La Tour Eiffel **–** for their commendable Sustainable Development Charter

AWARD FOR OUTSTANDING CONTRIBUTION - Tashkent Tower in appreciation for it's unique WFGT scale-model tower display (See Mr Rustam Rakhmanberdiev above left).

Exhibit D-2

NATURE PRESERVE

Montparnasse 56 USA
230 Park Avenue – 10th Floor,
New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT D-3
NATURE PRESERVE

1. VENUE/ATTRACTION NAME

La Ferme Aux Crocodiles

The Crocodile Zoo is a zoological park that serves educational, scientific and conservatory functions. It was founded in 1994 by two horticulturist brothers with a passion for reptiles. In 2007, they sold their business to the Montparnasse 56 Group (M56), convinced that the development and sustainability of this new concept in Europe would require investment and an organization capacity that were beyond them. Since inauguration of the site, the visit area has gone from 90,000 square feet to 135,000 square feet, two-thirds of which is covered in greenhouses. The 330,000 visitors can observe more than 400 crocodiles, giant tortoises and wild birds in lush tropical surroundings. The facility currently employs 21 permanent and 25 seasonal staff, with revenues of $5.7 million.

2. PROJECT LOCATION

The Crocodile Zoo is located in Pierrelatte, France, in the Rhône-Alpes region. This area is extremely attractive to tourists as this territory is dominated by the French Alps, which attract 67% of the overnight stays in the region. The region is France's second-most popular tourist region behind Provence-Alpes-Côte d'Azur. With 330,000 visitors in 2010, the Crocodile Zoo is the most-visited private site in the Rhône-Alpes region.

3. SERVICES PROVIDED/BUSINESS STRUCTURE

All activities, with the exception of the souvenir photos, are directly managed by the Crocodile Zoo, owned by M56.

The company's revenue is currently generated through five types of activities.

Four activities are directly managed by the Crocodile Zoo

a) Ticketing: for groups and individual customers

b) Food service: the Crocodile Zoo offers indoor and outdoor options

c) Gift shop

MONTPARNASSE 56 USA

d) Events and promotions

The Crocodile Farm organizes a variety of events and promotions to boost revenue. Events are generally organized in conjunction with different partners such as the Scientific, Technical and Industrial Culture Center of the Drôme, a local governmental jurisdiction. The Crocodile Farm also produces education tools, including books and films. These tools are distributed on site and are ideal for promoting our image and reputation.

One activity is managed by a third-party company

5) Souvenir photos: The souvenir photos, are managed by Photoristic, a Belgian company.

Contact:
Photoristic:
Zahir & Valerie Abdelali
1, Chemin des Bergères, 7822 ATH – Belgium,
Tel: + 32 4 74 37 00 40
E-mail: info@photoristic.com

Breakdown of employees

La Ferme aux Crocodiles Company employs 21 permanent and 25 seasonal staff, broken down as follows:

Off-season

Administration: 19%
Marketing/Sales: 9%
Zoological sector: 24%
Ticketing/gift shop: 15%
Reception/Tour: 19%
Catering: 14%

In-season

Administration: 11%
Marketing/Sales: 11%
Zoological sector: 15%
Ticketing/gift shop: 15%
Reception/Tour: 24%
Catering: 24%

4. ANNUAL ATTENDANCE

Annual attendance

2009: 294,529 visitors
23% foreigners and 77% French
6% groups and 94% individuals

2010: 331,498 visitors
23% foreigners and 77% French
6% groups and 94% individuals

2011: (as of end of September): 291,752 visitors
30% foreigners and 70% French

The return rate ranges from 25 percent to 30 percent.

Overseas visitors are from the Netherlands (38%), Belgium (31%), Switzerland (13%), Germany (8%) and the UK (3%).

5. ANNUAL REVENUE/PROFIT

	Revenue:	Profit:
2009:	**€3,350,810 / US$4,626,841** Ticket office: 76% Gift shop: 13% Snacks: 10% Photos: 0.3%	**€617,901 / US$846,524**
2010:	**€4,143,512 / US$5,721,756** Ticket office: 75% Gift shop: 12% Snacks: 12.5% Photos: 0.5%	**€875,150 / US$1,198,956**
2011:	**€4,216,249 / US$5,822,304 (through September)** Ticket office: 74% Gift shop: 12% Snacks: 14% Photos: 0.4%	**€936,511 / US$1,283,020**

6. PROJECT OPENING DATE

1994: Inauguration of the site and release of 335 Nile crocodiles. Site surface area: 49,500 square feet

1998: First 26,900-square-foot expansion; inauguration of a laboratory for scientific reseatch. 170,000 visitors

2000: Arrival of six Ganges Gavials donated by the King of Nepal; creation of the SOS Crocodiles Conservation Association. 200,000 visitors

2002: Arrival of Aldabra Giant Tortoises donated by the government of the Seychelles. 240,000 visitors

2006: 21,500-square-foot extension for presentation of Black Caymans and Galápagos Giant Tortoises. Organization of the 18th world congress of the Crocodile Specialist Group of the International Union for the Conservation of Nature. 260,000 visitors

2007: Acquisition by M56. Unique reconstitution of the Sarcosuchus imperator, the largest crocodile in world history (110 million years ago). Revamping of visitor infrastructures (entrance, reception, gift shop and catering area). 280,000 visitors.

2010: 43,000-square-foot outdoor extension, including an entertaining botanical path and an educational pond. 300,000 visitors.

2011: Continued exterior developments and technical upgrades (electrical installation, telephone, IT network and water system).

Track record after four years of management by M56: investment of $1.5 million, number of visitors up by 15%, revenue up by 40%, eight permanent positions created

2013: Projected opening of an Asian extension that will include pythons and monitor lizards. The project, which will be completed over four years, is estimated to cost $8.1 million, half of which will be self-financed.

7. CURRENT STATUS/INVOLVEMENT

M56 continues to own and operate the Crocodile Zoo, officially known as La Ferme aux Crocodiles. La Ferme aux Crocodiles is a wholly owned subsidiary of La Financière de la Ferme , a holding company, which is owned 96% by Montparnasse 56 s.a.. Samuel Martin, the longtime manager of the Crocodile Zoo (as referenced in the attached reference letters), owns the remaining 4%.

8. REFERENCES

Additional reference letters attached.

MARKETING

Advertising agency

Venise
Olivier Guinard – Commercial Director
7-13 Boulevard Paul-Émile Victor, F-92200 Neuilly-sur-Seine,
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E-mail: sebastien.coutier@trimaran.com.
www.trimaran.fr

SPACE PLANNING

Architects

C2A
Jean-Marc Catonné, Alain Boriès, Christophe Daguin, Mathieu Chazeau - Partners
53 rue de la Victoire – F-75009 Paris
Tel.: +33 (0)1 45 26 40 85
E-mail: catonne@c2a.org
www.c2a.org

Consulting firm

Euryèce
Romain Girard
Z.I. du Bois des Lots, Allée du Rossignol, F-26130 St Paul Trois Châteaux,
Tel.: +33 (0)4 75 04 78 24
E-mail: r.girard@euryece.fr
www.euryece.com

MONTPARNASSE 56 USA

LOCAL AUTHORITIES

Pierrelatte Municipality

Yves Le Bellec – Mayor
Hôtel de Ville, Avenue Jean Perrin, BP 139, F-26702 Pierrelatte
Tel.: + 33 (0)4 75 96 97 47
E-mail: ville-pierrelatte@wanadoo.fr
www.ville-pierrelatte.fr,

Donzère Municipality

Donzère Municipal Council
Michel Lanthaume – First Deputy Mayor
BP 27, F-26290 Donzère,
Tel.: + 33 (0)4 75 49 70 51
www.mairie-donzere.fr
E-mail: michel.lantheaume@donzere.net

Drôme Departmental Council

Hôtel du département
Francis Aynaud
26 avenue du président Herriot, F-26026 Valence Cedex 9,
Tel.: + 33 (0)4 75 79 26 26,
E-mail: faynaud@ladrome.fr
www.ladrome.fr

Rhône-Alpes Region

Rachel Haab
1 esplanade François Mitterrand, CS 20033 - F-69269 Lyon cedex 02,
Tel.: + 33 (0)4 72 59 40 69
E-mail: rhaab@rhonealpes.fr
www.rhonealpes.fr

TRADE ASSOCIATIONS

Drôme Departmental Association

Bruno Domenach - Director
Regional Council: 8, rue Baudin – F-26000 Valence,
Tel.: +33 (0)4 75 82 19 26
E-mail: bdomenach@ladrometourisme.com
www.observatoire.ladrometourisme.com,

Rhône-Alpes Tourism

MITRA – Tourism Engineering Mission, Regional Observatory for Tourism
Marc Bechet - Director
8, rue Montrochet – F-69002 LYON,
Tel.: +33 (0)4 26 73 31 59
E-mail: marc.bechet@rhonealpes-tourisme.com
www.pro.rhonealpes-tourisme.com

MONTPARNASSE 56 USA

Bienvenue en Provence Association

c/o Musée de la Lavande, F-84220 Cabrières d'Avignon, France:
Tel.: + 33 (0)4 90 76 91 23,
www.bienvenueenprovence.com,
E-mail: j-p.trinquier@palais-des-papes.com

Association Française des Parcs Zoologiques (French Association of Zoological Parks): AFdPZ

Rodolphe Delord - Chairman
c/o ZooParc de Beauval, F-41110 Saint Aignan, France,
Tel.: + 33 (0)2 54 71 89 50
E-mail: rodolphe.delord@zoobeauval.com
Website: afdpz@afdpz.org,

SNELAC National Union of Leisure, Amusement and Cultural Parks

Arnaud Bennet - Chairman
2 rue d'Amsterdam, F-75009 Paris,
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E-mail: arnaudbennet@lepal.com
www.snelac.com

GOVERNMENT AGENCIES

Departmental Directorate for the Protection of the Population

Nathalie Guerson
DDPP, 33, avenue de Romans, BP 96, F-26904 Valence Cedex 9,
Tel.: +33 (0)4 26 52 21 61,
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Nuclear Safety Authority

Jean-Louis Saulze
ASN-Division de Lyon, 2, rue Antoine Charial, F-69426 Lyon cedex 03,
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E-mail : jean-louis.saulze@asn.fr,
www.asn.fr

Inter-ministerial Defense and Civilian Protection Services (S.I.D.P.C.) : Prefecture of the Drôme département

David Antoine
3 Bd Vauban, F-26026 Valence cedex,
Tel.: + 33 (0)4 75 79 29 02,
E-mail: david.antoine@drome.gouv.fr

National Hunting and Wildlife Agency: ONCFS

Ecosite du Val de Drôme, Quartier Brunel, F-26400 Eurre,
Tel.: +33 (0)4 75 25 64 46
E-mail: gabriel.andre@oncfs.gouv.fr
www.oncfs.gouv.fr

MONTPARNASSE 56 USA

RESEARCH AND EDUCATION ORGANIZATIONS

Lyon Institute of Functional Genomics

UMR5242, NRS/INRA/UCBL/ENS, Ecole Normale Supérieure de Lyon
Dr. Laurent Viriot
46 allée d'Italie, F-69364 Lyon Cedex 07, France,
Tel.: +33 (0)4 72 72 89 78;
E-mail: laurent.viriot@ens-lyon.fr
www.igfl.ens-lyon.fr

Paris National Museum of Natural History

CNRS (UMR7207) - National Museum of Natural History, History of the Earth Department
Dr. J. Sébastien Steyer
CP38, 8 rue Buffon, F-75005 Paris Cedex 05,
Tel.: +33 (0)1 40 79 30 14
E-mail steyer@mnhn.fr
www.mnhn.fr

Jean Monnet University

Faculty of Sciences and Techniques, Sensory Neuroethology team (ENES-CNPS) CNRS (National Center for Scientific Research) UMR 8195 23
Dr Nicolas Mathevon
Rue Dr. P. Michelon, F-42023 Saint-Etienne cedex 02,
Tel..: +33 (0)4 77 48 15 18,
E-mail: nicolas.mathevon@univ-st-etienne.fr
www.univ-st-etienne.fr

Vetagrosup

Pharmacy / toxicology laboratory, USC 1233 INRA/VetAgro Sup "Compared metabolism and toxicology of xenobiotics"
Alexandre Ciliberti
VetAgro Sup, Lyon veterinary campus,
1 av. Bourgelat, F-69280 Marcy-l'Étoile,
Tel.: +33 (0)4 78 87 25 25- ext. 33-55
E-mail: a.ciliberti@vetagro-sup.fr
www.vetagro-sup.fr

University of Pierre et Marie Curie Jussieu

SAE UMR 7138 UPMC
Yves Sire
Bat A étage, 4, 7 quai Saint Bernard, F-75005 Paris,
E-mail: jean-yves.sire@upmc.fr
www.upmc.fr

Paris-Sorbonne University

Sylvie Brunel
UFR de Géographie et Aménagement, 191 rue Saint-jacques, F-75005 PARIS1, Paris,
Tel.: +33 (0)1 44 32 14 2711
E-mail: sylvie.brunel@paris-sorbonne.fr,
www.paris4.sorbonne.fr

MONTPARNASSE 56 USA

CONSERVATION ORGANIZATION

IUCN's Crocodile Specialist Group

Tom Dacey - Executive Officer
Contact in the USA: Peran Ross: pross@ufl.edu
Crocodile Specialist Group, P.O. Box 530, Sanderson, N.T. 0813, Australia
Tel.: + 61 (0)8 89 22 45 00,
E-mail: csg@wmi.com.au
www.iucncsg.org/

9. SAFETY RECORD

The only significant incident reported in 17 years of operation is the disappearance, probably due to a malicious act, of two young Chinese alligators on July 19, 2010. One animal was found near the site and brought back in October 2010. The other has yet to be found. These small, 28-inch animals pose no threat to the population. No serious injuries have been recorded on the site, which has catered to more than 4 million visitors since it opened.

10. EXPERIENCE IN USING LARGE-VOLUME TICKETING SYSTEMS

Like the Montparnasse Tower, the Crocodile Zoo uses the Irec Ticketing Technology with the following modules:

- **Ticketing**
- **Customer relationship management**
- **Booking**
- **Access control**
- **Gift shop**

The ticketing system is described in detail in the Montparnasse Tower component of this submission.

The Crocodile Zoo uses an additional sales module for food service.

- **The catering module**

This module allows us to simply and quickly sell all types of snacks (drinks, sandwiches, ice cream, etc.). In addition, this module helps us manage accounting, supply logistics and technical data. We publish a daily sales control report for each sales outlet, and establish sales statistics using multiple and personalized analysis criteria.

A web module to allow online sales on our website will be operational in the spring of 2012.

Finally, we manage telephone bookings and direct sales using host companies, tourist offices, hypermarkets, employer-based group sales, and purchasing departments.

Surveys

Since 2007, we have adopted a two-part survey regimen as a means of gaining insight into our customers' desires and preferences. We implemented a system to determine the geographic origin of customers by indicating postal codes on every sale. This helps refine the map of our catchment area and better target our advertising. We conduct four satisfaction surveys a year to gain customer feedback on the quality of current and future offerings. Surveys are conducted by a polling institute used by tourism venues nationwide, and the results help us rank ourselves compared with national averages. The Crocodile Zoo consistently ranks above these national averages.

MONTPARNASSE 56 USA

Marketing and advertising activity

Every year, we dedicate 10 –12 percent of revenue to marketing and advertising. Beyond the use of traditional tools, the unique nature of this site, which combines tourism, education, research and conservation, has helped forge special bonds with the media, ensuring visibility and awareness at the local and national level.

To attract individual tourists, we focus on billboards and radio while nurturing relationships with employers and other target entities. We also offer annual passes and special off-season events and activities.

We market to group customers through schools, childcare centers, community organizers, youth groups and coach operators. We systematically market to key categories of group tour operators via direct mail, emails and extensive follow-up, emphasizing the site's particular appeal to youth and school groups.

Our customer database, initiated in 2008, features 2,438 customers in the following main categories:

- 14% tourism professionals
- 46% employer-based group sales
- 38% schools/childcare centers

We also launch regular mailing campaigns, which have helped us identify the following potential customers:

- 1,665 tourism professionals (database shared by M56 and the Crocodile Zoo)
- 193 employer-based group sales
- 261 school holiday childcare centers

11. LEGAL/OPERATIONAL STRUCTURE BETWEEN THE OWNER AND THE APPLICANT

The Crocodile Zoo tourist site is operated by SAS Company (joint-stock company) La Serre au Croco (registered with the Trade and Companies Registry on November 15,1991 under no. 383 326 220 RCS Romans, CEO Patrick Abisseror), itself a wholly-owned subsidiary of Holding Company La Financière de la Serre, created to support the acquisition. This Holding Company's CEO is Jean-Paul Ferroud; 96 percent of its capital belongs to the Montparnasse 56 s.a. and the remaining four percent to Samuel Martin, the site's director.

12. SECURITY PROCEDURES

On the Crocodile Zoo site, we are equipped to manage at least five accident scenarios:

- A visitor falling into the crocodile pit
- An accident involving an animal keeper
- An escaping animal
- Fire
- An incident at the nearby Tricastin nuclear site

We have created a detailed accident management manual for each of these scenarios in conjunction with a risk management consultant and local law enforcement officials. We conduct safety drills three times a year, and leverage employee feedback to update our procedures, as appropriate.

Because of the proximity of the Tricastin nuclear plant, we have installed a siren to alert guest and personnel in the event of an incident.

UF UNIVERSITY of FLORIDA
IFAS
Wildlife Ecology and Conservation

110 Newins-Ziegler Hall
PO Box 110430
Gainesville, FL 32611-0430
352-392-7137 fax 392-6984
pross@ufl.edu

1 November 2011

Re: Dr. Samuel Martin and la Ferme aux Crocodiles

To whom it may concern,
I have known Dr. Samuel Martin and la Ferme aux Crocodiles since approximately 1995 in my capacity at that time executive officer and currently as a member of the Crocodile Specialist Group of IUCN. Dr. Martin first came to my attention during his advisory work to the establishment of la Ferme aux Crocodiles, which is the most advanced display of crocodiles of its kind in Europe and one of the best in the world. In addition to the technical and structural innovation and outstanding husbandry of the facility itself, Dr. Martin and his associates quickly demonstrated their very sincere and energetic commitment to conservation of wild crocodiles and their contribution, particularly in western Africa, to this endeavor, has been substantial and effective.

Over many years I have seen the high standards of science and communication that Dr. Martin brings to his crocodile conservation and display activities. His group sponsored and hosted the 18th International Working Meeting of the CSG in Montelimar in 2006 that brought 240 participants from 43 countries together for a bold and effective scientific meeting. They have also been a regular donor and financial supporter, both of the CSG itself and of several field projects that they have supported directly. Notable among these has been the west African work aforementioned, including most recently sponsorship of a regional meeting in west Africa to promote crocodile conservation and advise and empower local conservation managers and their work with Dr. Antoine Cadi in India, which has contributed significantly to the survival of the Indian gharial, a critically endangered species..

Dr. Martin and his associates combined skilled scientific and veterinary knowledge with sophisticated communications and administrative and management capacity that has ensured the success of their many ventures. The expansion of their exhibit management from the display at Montelimar to tourist displays at Tour Montparnasse and the former television tower in Paris demonstrate the effectiveness of both their management and their messaging. It is particularly noteworthy that at all three facilities, the outreach message combines accurate science,

compelling displays and a very sincere and effective conservation message that has translated to tangible conservation interest, support and action. The extension of their capacity to the new world would further support crocodile conservation and conservation in general and, I am completely confident, provide visitors with an exciting and informative display. I am happy to recommend them to you and hope you can consider their proposal with a favorable response.

Sincerely,

James Perran Ross PhD.
Associate Scientist Department of Wildlife Ecology and Conservation
Steering committee Crocodile Specialist Group
Advisor, stakeholder communication, Florida Fish and Wildlife Conservation Commission

OBSERVATIONS ON THE PIERRELATTE CROCODILE FARM

25 years ago, I cooperated directly with Luc Fougeirol to design the Pierrelatte Crocodile Farm. This establishment, which was built in 1994 after long and careful zootechnical and economic studies, met with immediate and lasting success among the public. Furthermore, the Pierrelatte Crocodile Farm has not faced any major problems since its birth, whether in terms of animal health, public safety or the establishment's financial stability. Though it has to be said, the Fougeirol brothers, Luc and Eric, spared no effort to make their business a success.

The sale of the Farm in 2006 to investors who were in no way suited to manage such an establishment could have led to very trying times, in that this task requires skills, vigilance and an inclination for daily contact with dangerous reptiles. The new owners were clear-sighted enough to entrust the Farm's actual management to Samuel Martin, a young veterinarian who for many years had been trained by Luc Fougeirol to care for the crocodiles and resolve countless technical and personal problems related to the Farm's operations.

Over the five years that it is been managed by Samuel, with logistic and financial support from the new owners, the truth is that, rather than going downhill, the Crocodile Farm has in fact expanded and grown even more appealing: new facilities have been built, significantly enhancing animal and visitor comfort; new species of large reptiles have been introduced; and all of the educational props have been revised in order to correct the initial structure's most blatant weaknesses. An improvement-driven dynamic has thus been instigated, thanks to which attendance is high and constant. One of the Farm's most positive aspects has also been strengthened: cooperation with scientists from all fields and all specialties in order to improve knowledge of crocodilians and their preservation. It is in this context that I, along with several other colleagues, have benefited from privileged support and facilities over the past several years to undertake fundamental research work into crocodile biology. Moreover, the Farm's support for various biodiversity programs, namely in Africa and Asia, is not diminishing but rather appears to be increasing.

To summarize, far from suffering from the change in management, the Pierrelatte Crocodile Farm has gotten a second wind, which has placed it in a dynamic of ongoing improvement. All signs seem to indicate that this establishment's success will continue for years to come.

V. de Buffrénil – French National Museum of Natural History,
43 rue Buffon, 75005 Paris, France

Centre de Recherche sur la Paléobiodiversité et les Paléoenvironnements UMR 7207
8, rue Buffon CP38 75231 Paris cedex 05
www.mnhn.fr/paleo
tél. : 33 (0)1 40 79 30 03 • fax : 33 (0)1 40 79 35 80

MUSÉUM NATIONAL D'HISTOIRE NATURELLE
DÉPARTEMENT HISTOIRE DE LA TERRE

REMARQUES SUR LA FERME A CROCODILES DE PIERRELATTE

Il y a 25 ans, j'avais directement coopéré avec Luc Fougeirol, à la conception de la Ferme à Crocodiles de Pierrelatte. Construit en 1994, après de longues et prudentes études zootechniques et économiques, cet établissement a connu un succès immédiat et durable auprès du public. En outre, depuis sa création, la Ferme à Crocodiles de Pierrelatte n'a été confrontée à aucune difficulté majeure, qu'il s'agisse de la santé des animaux, de la sécurité du public ou de l'équilibre financier de l'établissement. Il est vrai que les frères Luc et Eric Fougeirol n'ont pas ménagé leurs efforts en vue de la réussite de leur entreprise.

La vente de la Ferme en 2006 à des investisseurs que rien ne désignait, *a priori,* à gérer un établissement de cette sorte, pouvait constituer une épreuve redoutable, tant cette tâche requiert de compétences, de vigilance, de goût pour le contact quotidien avec des reptiles dangereux. La clairvoyance des nouveaux propriétaires a été de confier la direction effective de la Ferme à Samuel Martin, jeune vétérinaire formé depuis de longues années par Luc Fougeirol à s'occuper des crocodiles et à résoudre les innombrables problèmes techniques ou relationnels liées au fonctionnement de la Ferme.

Depuis cinq ans que celle-ci est dirigée par Samuel, avec l'appui logistique et financier des nouveaux propriétaires, force est de constater que, loin de péricliter, la Ferme à Crocodiles n'a fait que croître et embellir : de nouvelles installations ont été construites, aboutissant à augmenter significativement le confort des animaux et des visiteurs ; de nouvelles espèces de grands reptiles ont été introduites, et l'ensemble des supports pédagogiques a été revu afin de corriger les faiblesses les plus flagrantes de la construction initiale. Une dynamique d'amélioration a ainsi été amorcée, ce qui se traduit finalement par le niveau élevé et constant de la fréquentation du public. L'un des aspects les plus positifs de la Ferme a également été renforcé : la coopération avec les scientifiques de tous bords et de toutes spécialités en vue d'améliorer la connaissance et la conservation des crocodiliens. C'est dans ce cadre que, depuis de nombreuses années, je bénéficie, ainsi que plusieurs autres collègues, de conditions d'aide et d'accueil privilégiées pour mener à bien certains travaux de recherche fondamentale sur la biologie des crocodiles. Par ailleurs, le soutient de la Ferme à divers programmes de conservation de la biodiversité, notamment en Afrique et en Asie, ne faiblit pas, mais semble au contraire s'accroître.

En résumé, loin de pâtir du changement de sa direction, la Ferme à Crocodiles de Pierrelatte a trouvé un second souffle, qui la place dans une dynamique d'amélioration permanente. Tout semble donc indiquer que, pour les années à venir, le succès de cet établissement ne se démentira pas.

V. de Buffrénil - Muséum National d'Histoire Naturelle,
43 rue Buffon, 75005 Paris, France

Exhibit D-3

Economic Development Directorate
Contact Francis AYNAUD
Tel.: +33 (0)4 75 79 26 86
Fax: +33 (0)4 75 79 26 72
e-mail: faynaud@ladrome.fr
Ref.: D0905764
Your ref: FA/FS

Members of the Jury

Selection of the future manager of the

"ONE WORLD TRADE CENTER" observatory in New York

Valence, 2 November 2011

Dear Sir/Madam

The Director of *La Ferme aux Crocodiles* (The Crocodile Farm) has informed us of the Montparnasse 56 Group's desire to compete for the management of New York's future "One World Trade Center" observatory.

La Ferme aux Crocodiles, located in Pierrelatte, is the number one tourist site of the Drôme *département* as well as one of the main private tourist sites of the Rhône-Alpes region.

Since *La Ferme aux Crocodiles* was taken over by the Montparnasse 56 Group in April 2007, we have appreciated the quality of the investments made and the considerable competence of the teams who have managed to use their expertise in organization, marketing and sales at the service of this unique site.

The diversification projects of La Ferme aux Crocodiles which have been presented to us are ambitious and will no doubt consolidate its position as a driver of Provencal Drôme's tourist trade.

The Montparnasse 56 Group has demonstrated its ability to manage and develop an internationally renowned tourist site.

Yours sincerely

Didier GUILLAUME
President of the Departmental Council
Senator

RÉPUBLIQUE FRANÇAISE

-LA DRÔME- LE DÉPARTEMENT

Direction Développement Economique
Contact Francis AYNAUD
Tel : 04 75 79 26 86
Fax : 04 75 79 26 72
Courriel : faynaud@ladrome.fr
Réf : D0905764
Vos réf : FA/FS

Membres du Jury

Sélection du futur gestionnaire de l'observatoire du

«ONE WORLD TRADE CENTER» à New York

À Valence, le 2 novembre 2011

Madame, Monsieur,

Monsieur le Directeur de la *Ferme aux Crocodiles* nous a informés de la volonté du Groupe Montparnasse 56 de concourir pour la gestion de l'observatoire du futur « One world trade center » de New York.

La *Ferme aux Crocodiles*, située à Pierrelatte, est le premier site touristique du département de la Drôme et l'un des principaux sites touristiques privés de la région Rhône-Alpes.

Depuis la reprise de la *Ferme aux Crocodiles* en avril 2007 par le Groupe Montparnasse 56, nous avons pu apprécier la qualité des investissements réalisés et la forte compétence des équipes qui ont su mettre au service de ce site atypique leur savoir-faire en matière d'organisation, de marketing et de commercialisation.

Les projets de diversification de la Ferme aux Crocodiles, qui nous ont été présentés, sont ambitieux et de nature à conforter sa position de moteur de l'économie touristique de la Drôme provençale.

Le groupe Montparnasse 56 nous a ainsi fait la démonstration de sa capacité à gérer et développer un site touristique de renommée internationale.

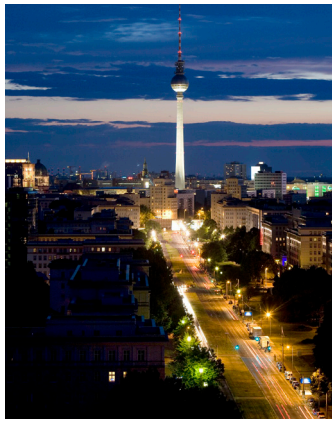
Nous vous prions, Madame, Monsieur, de bien vouloir accepter nos meilleures salutations

Par délégation du Président,
Le Directeur Général Adjoint
des Services Départementaux
Alain KERHARO

Didier GUILLAUME
Président du Conseil général
Sénateur

Exhibit D-3

Exhibit E



Montparnasse 56 USA
230 Park Avenue – 10th Floor,
New York, NY 10169
(212) 808-3018
www.montparnasse56usa.com

EXHIBIT E

Montparnasse 56 is not currently, and has not been for the past five (5) years, a party to any pending legal, administrative or arbitration proceeding. There have been no actions related to any procurement or any contract that have been concluded adversely to the company.

MONTPARNASSE 56

TOUR MONTPARNASSE

CABINET F.- M. RICHARD & ASSOCIES
Monsieur Gérard Chabrol
Certified Public Accountant
1 PLACE D'ESTIENNE D'ORVES
75009 PARIS

Paris, November 16th, 2011

Certified Statement

As CEO I herewith certify that the company Montparnasse 56 and its subsidiaries have never ever had any disagreements or legal dispute with any client, provider, employee or any other third.

This certified statement is provided within the scope of the RFP for the management of the observation deck of the ONE WORLD TRADE CENTER in New York City.

Patrick ABISSEROR
CEO

F.-M. RICHARD & ASSOCIÉS

SOCIÉTÉ D'EXPERTISE COMPTABLE COMMISSAIRE AUX COMPTES

Auditor's certification

To the attention of the Chairman of the Supervisory Board

As auditors of the Montparnasse 56 firm and to answer your demand, we checked the attached document.

This document presented to our control has been issued by the management of Montparnasse 56. It is within our responsibility to certify all information included in the attached document.

Our mission, which does not consist in either an audit or a limited review, was performed according to our professional standards, applicable in France.

Our work consisted in the control of the procedure implemented by the company management in order to confirm that Montparnasse 56 and its subsidiaries have, up to now, no dispute or litigation with any client, provider, staff member or any third party.

Based on our controls, we have no additional or complementary comment about the information mentioned in the attached documents.

Paris, November 16, 2011

The auditors

F.-M. RICHARD & Associés

A member of DFK International

Gérard Chabrol

Exhibit E

Exhibits F & G

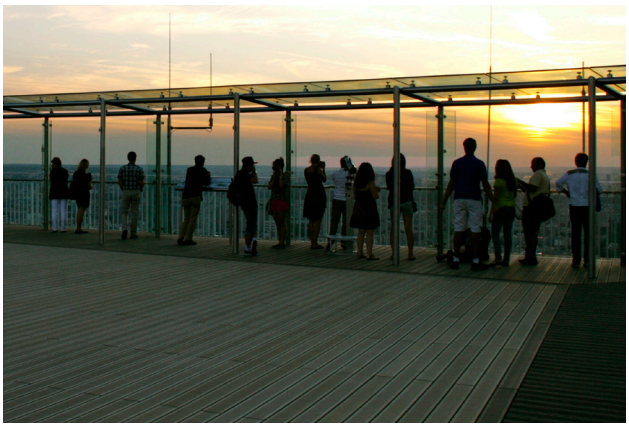


EXHIBIT F: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO THE RFQ

Receipt of the following Addenda to this Request for Qualifications:

Addenda Numbers: I, II, III

The Respondent Eric J. Deutsch / Montparnasse 56 USA LLC, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.

Signature of Respondent

Eric J. Deutsch
Name

Vice President
Title

November 23, 2011
Date

MONTPARNASSE 56 USA

EXHIBIT G: CERTIFICATION OF INFORMATION

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

• The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.

• Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.

• Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.

• Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.

• The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.

• The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.

• The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.

• The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.

• WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Date: November 23, 2011

Signed: _____

Name: Eric J. Deutsch

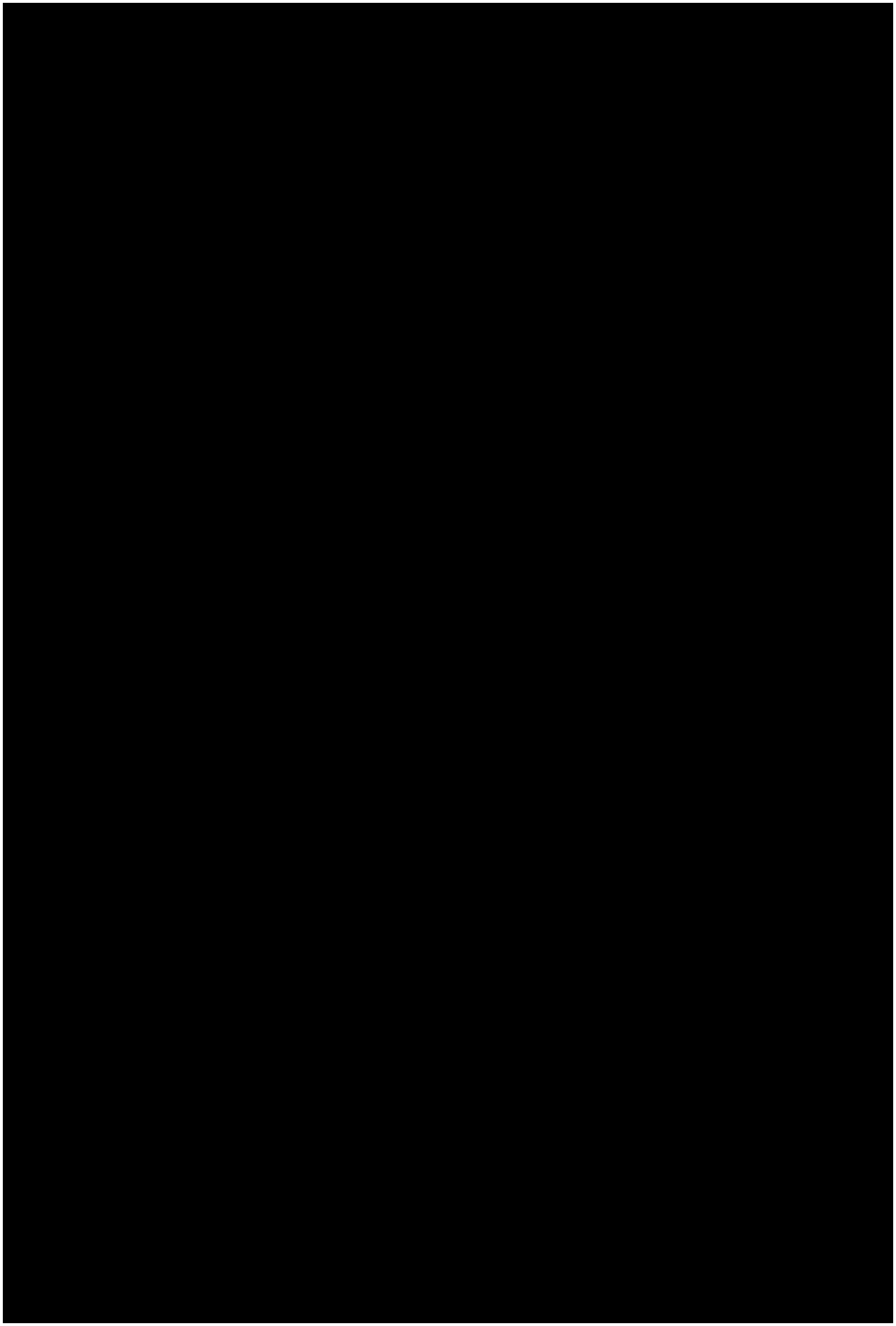
Title: Vice President

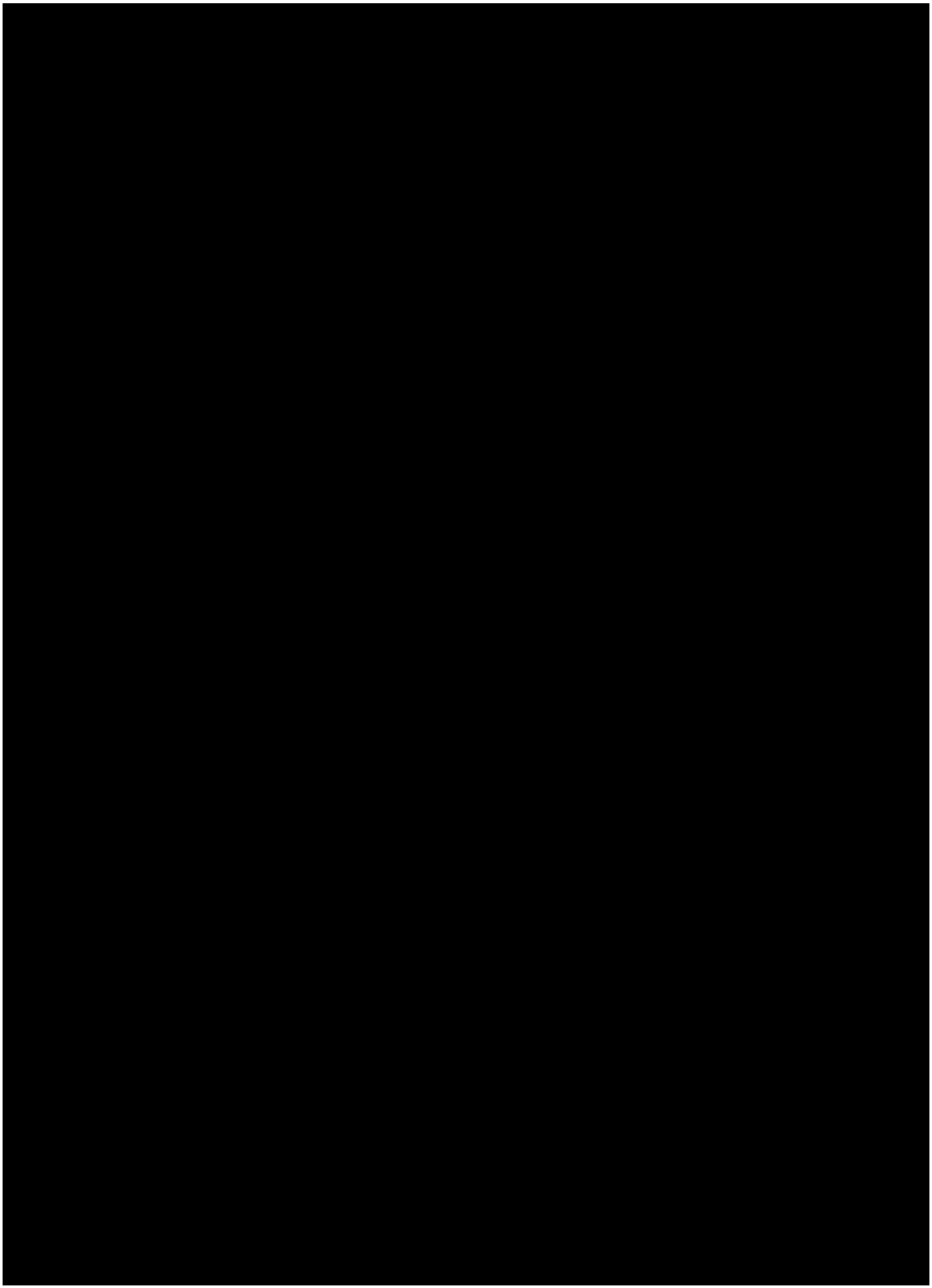
Name of Firm: Montparnasse 56 USA LLC

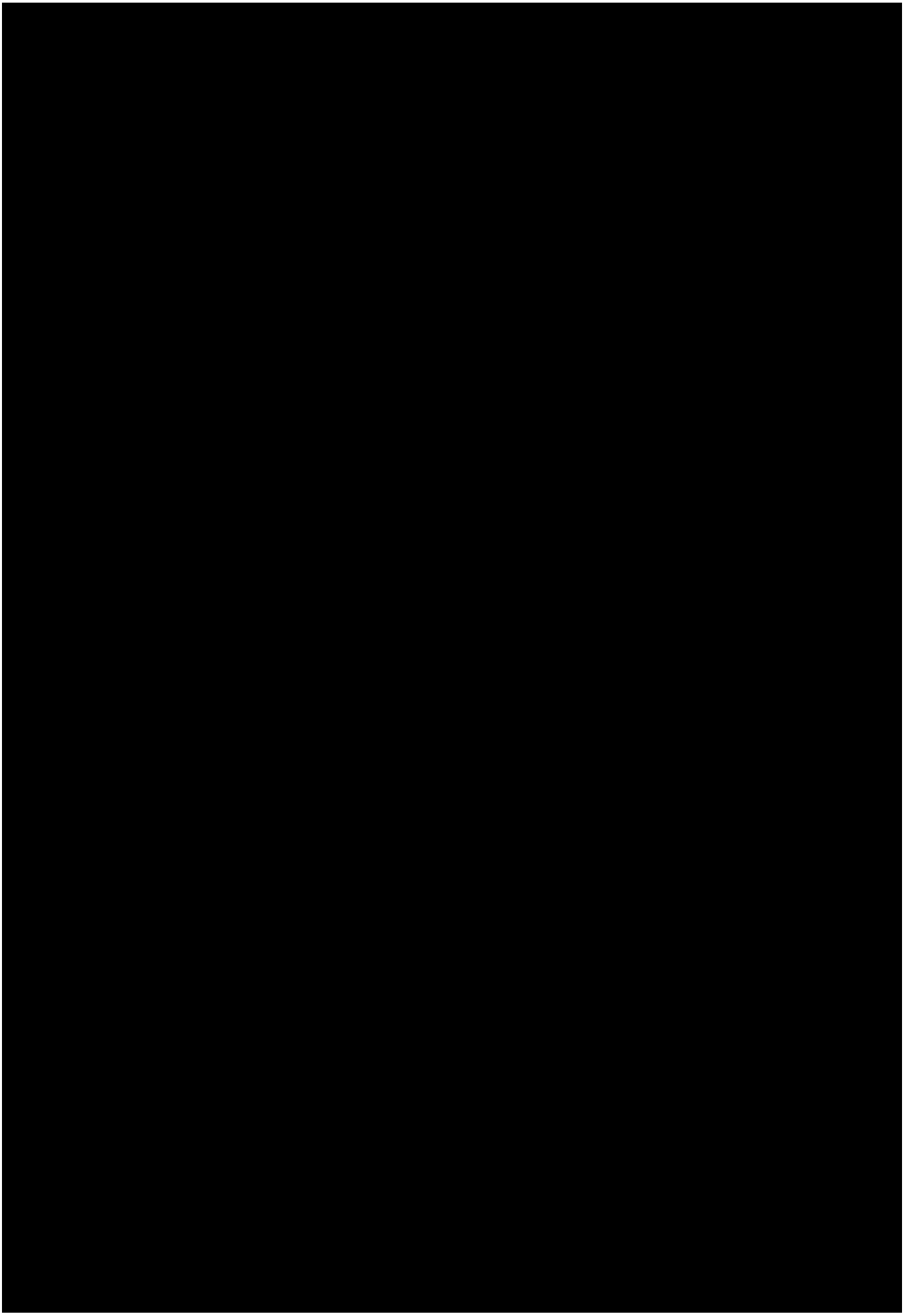
Organized as a (mark one): Proprietorship _____ Partnership _____
Corporation ✓ Joint Venture _____

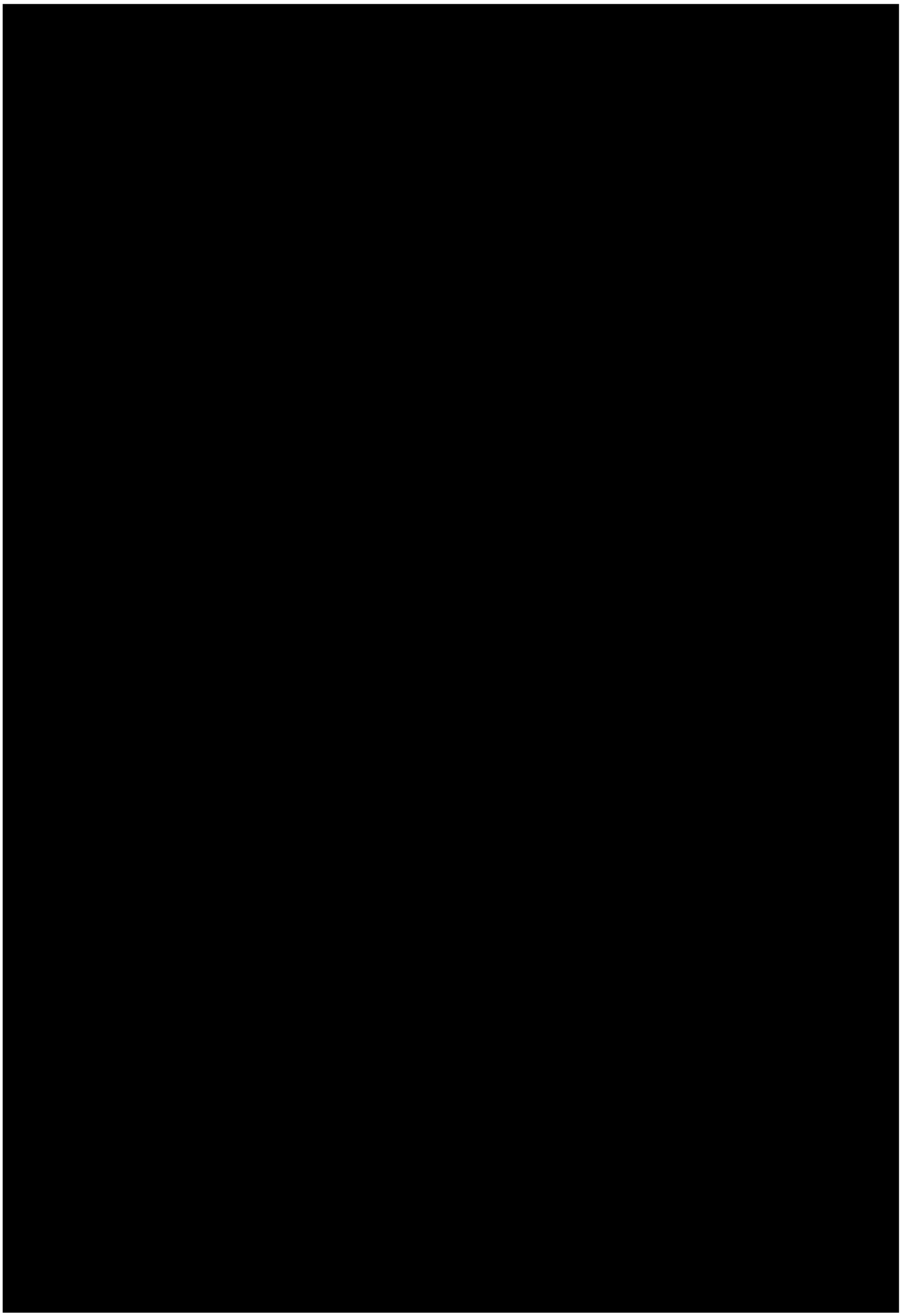
Appendix I
Montparnasse 56 Financial Statements
2008 – September 2011

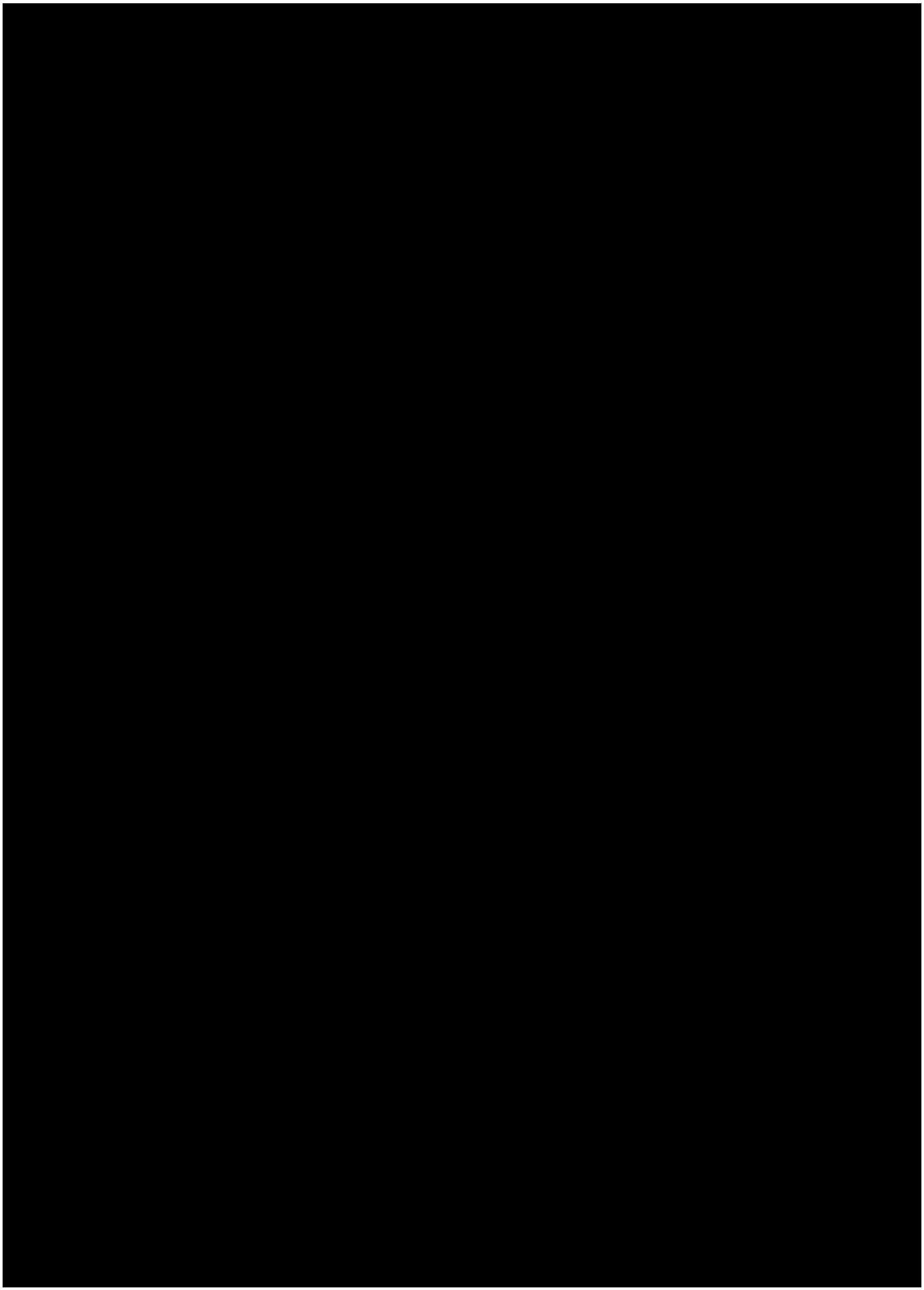
1

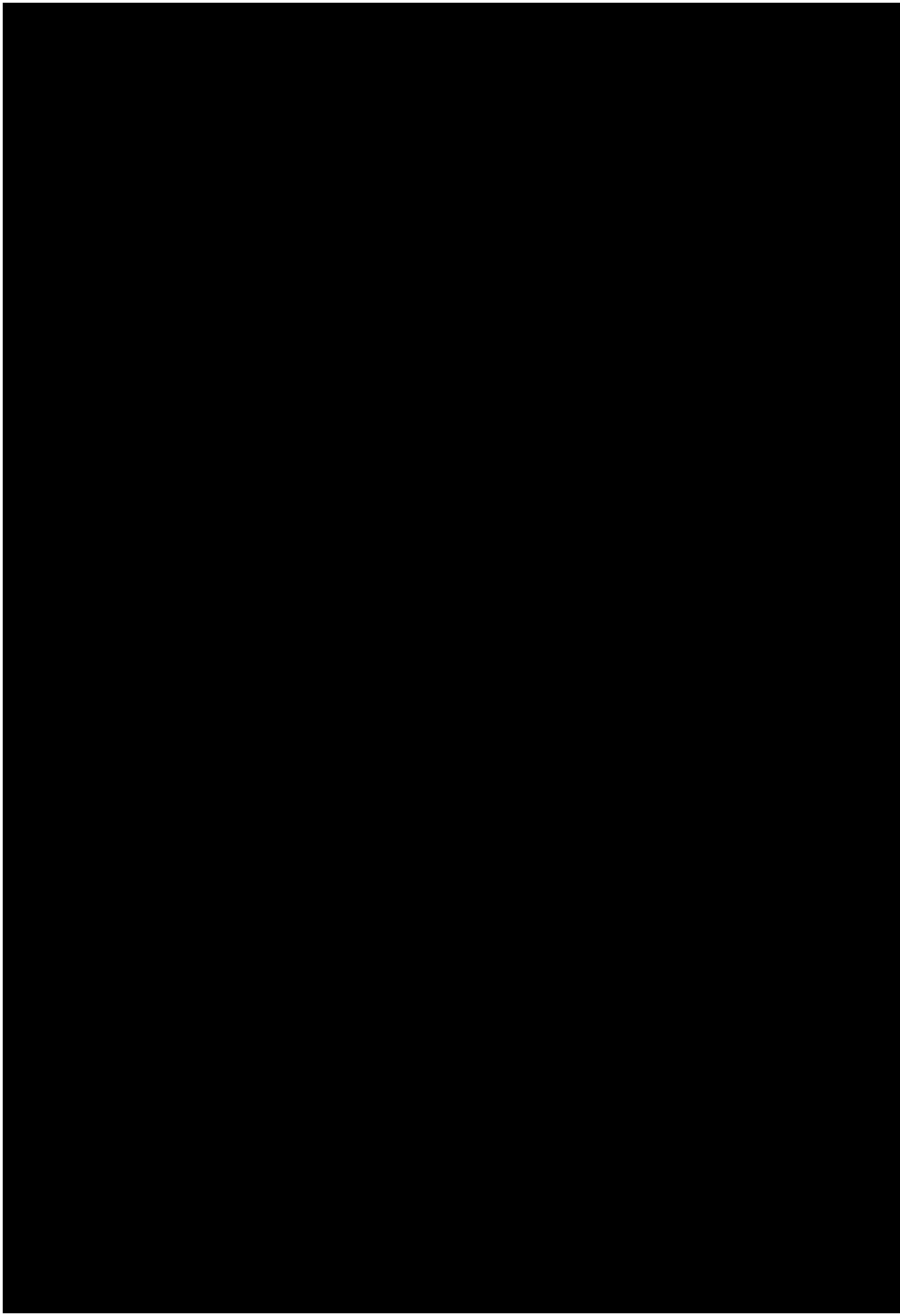


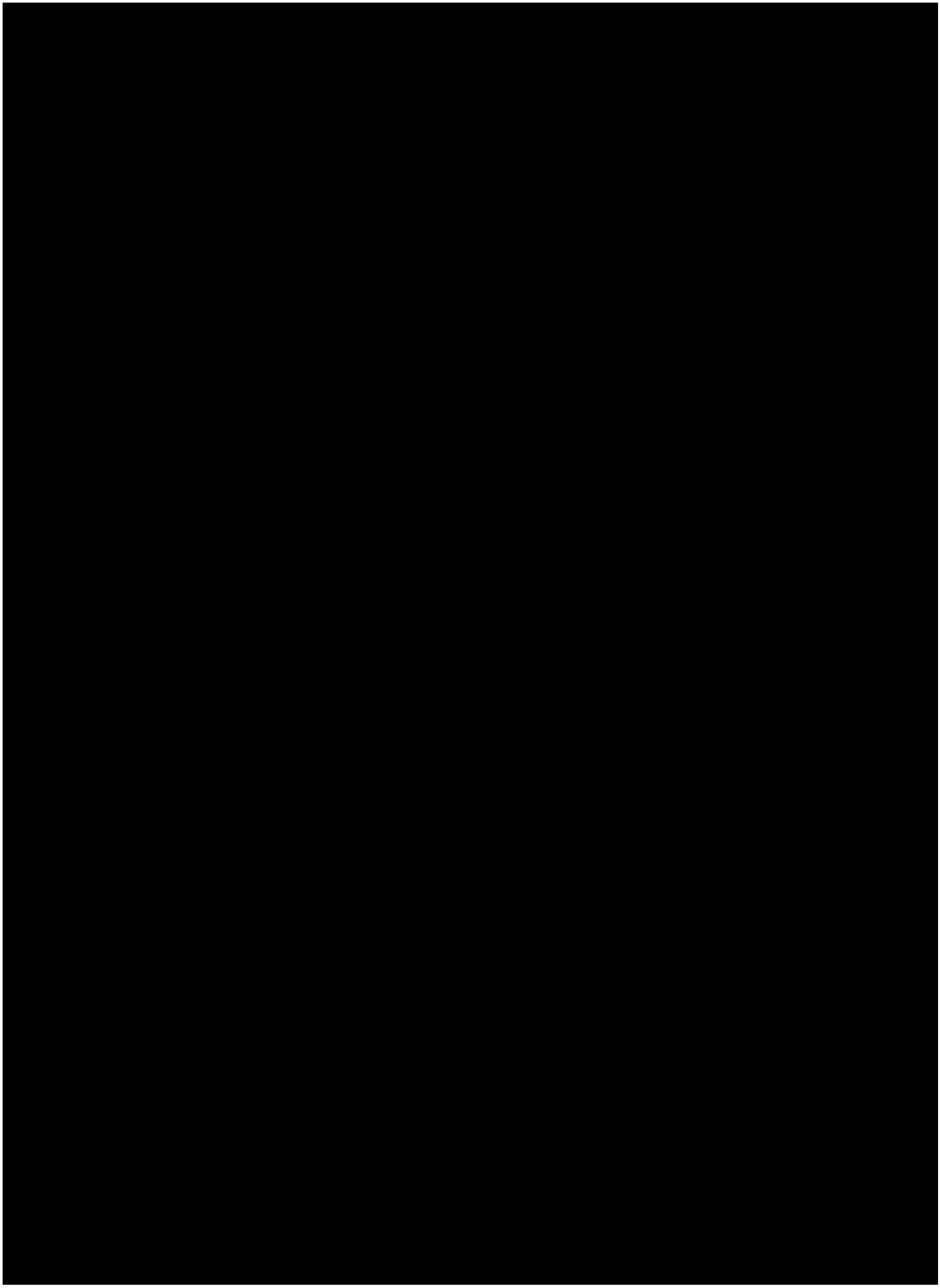


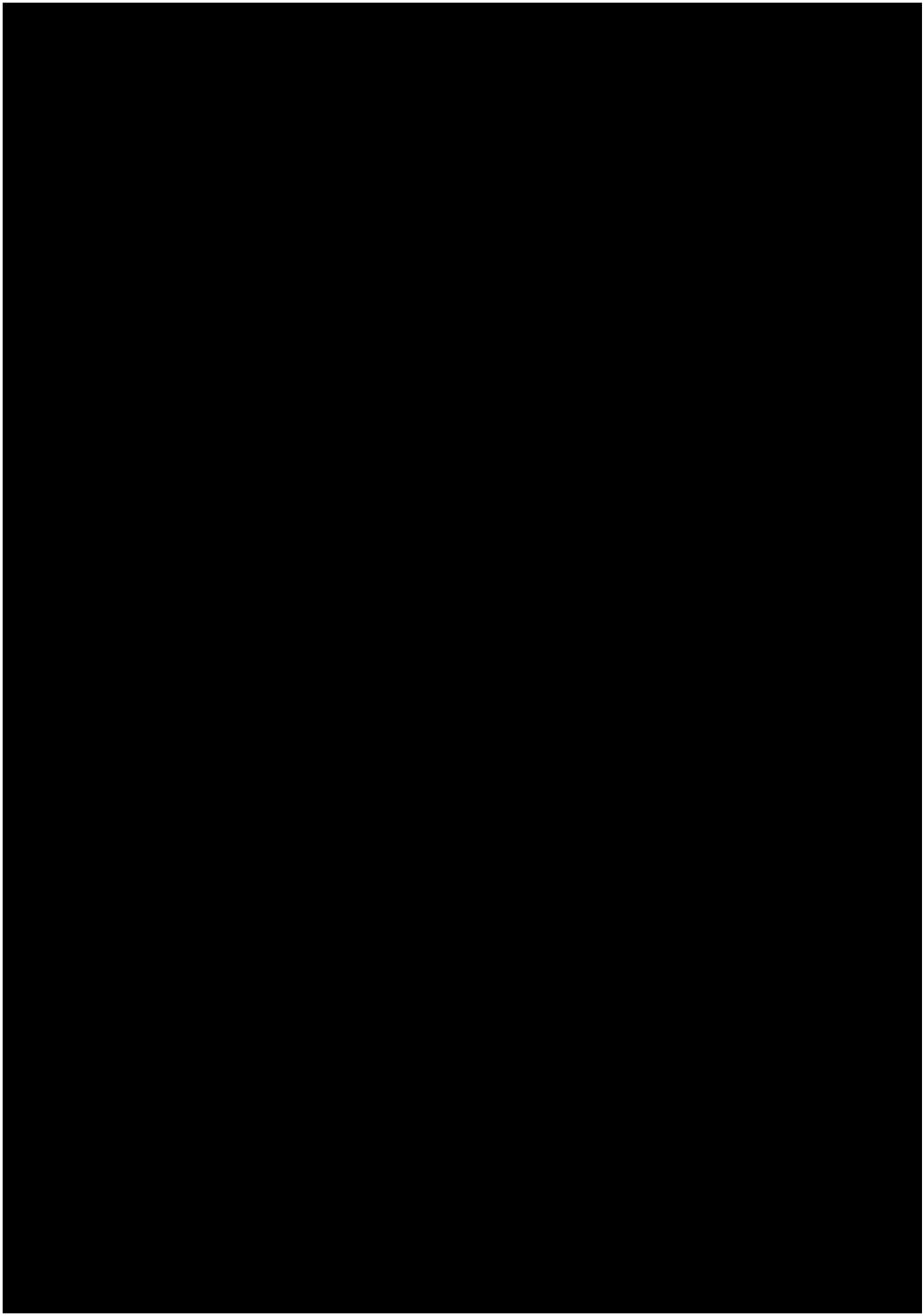


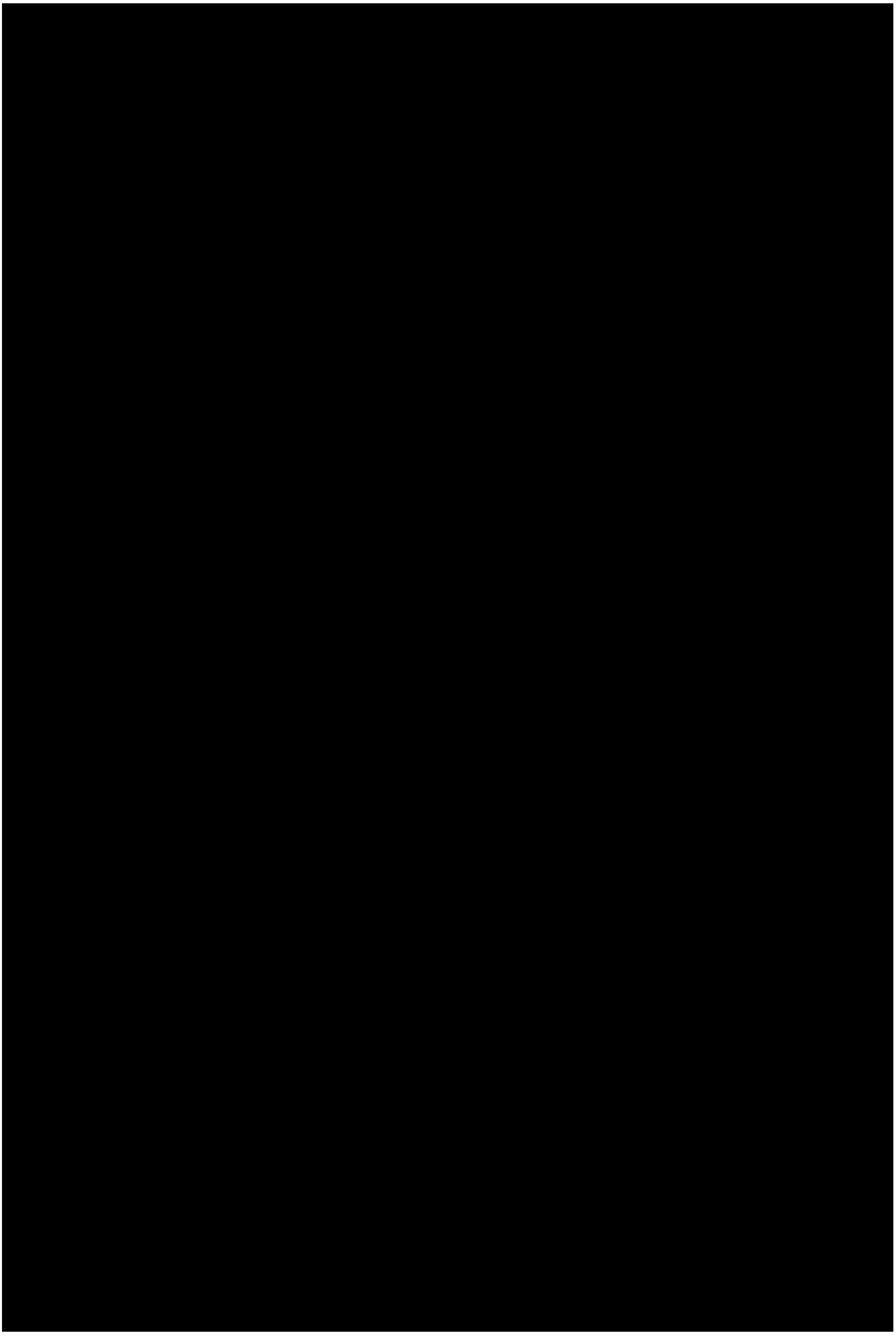


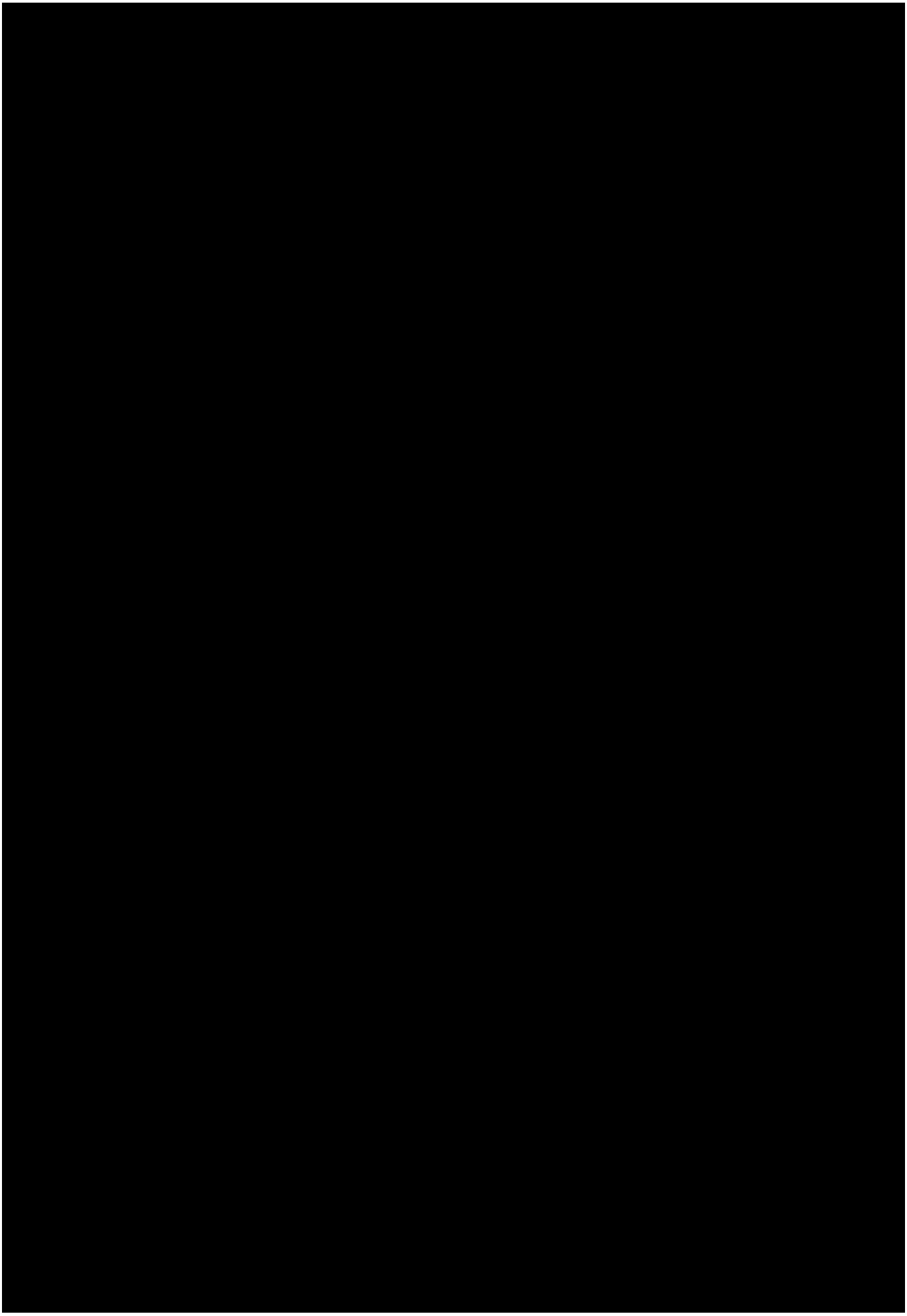


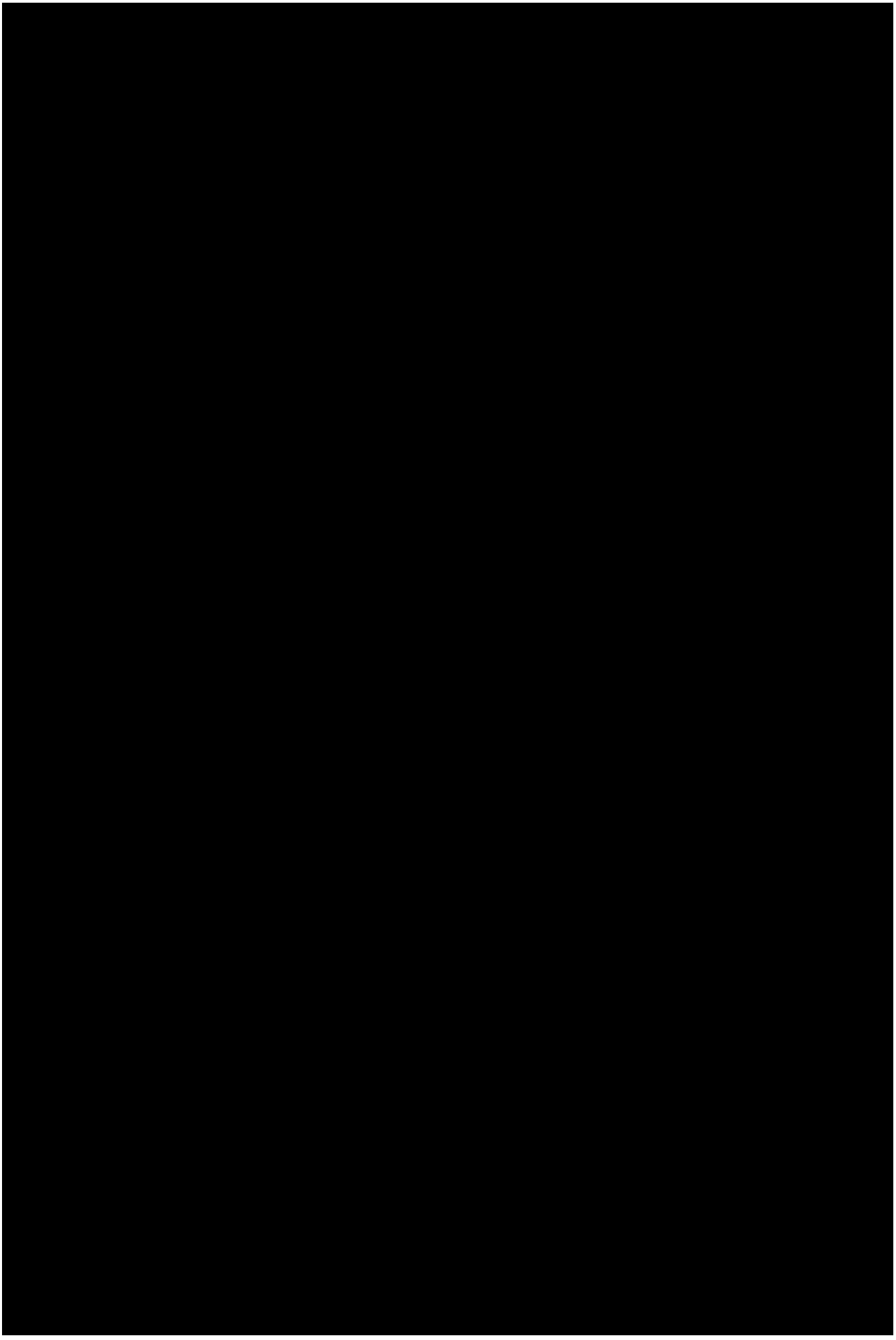


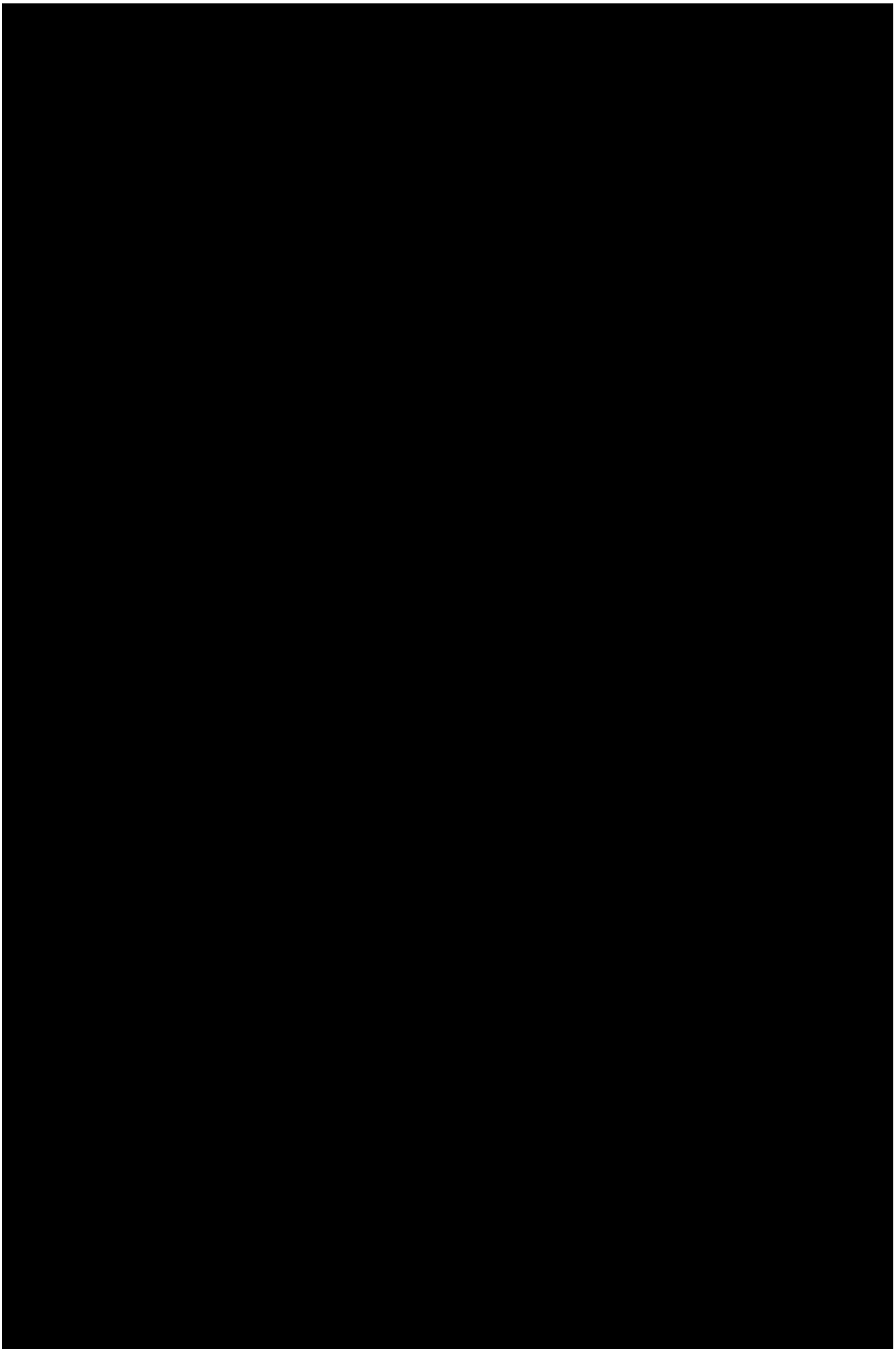


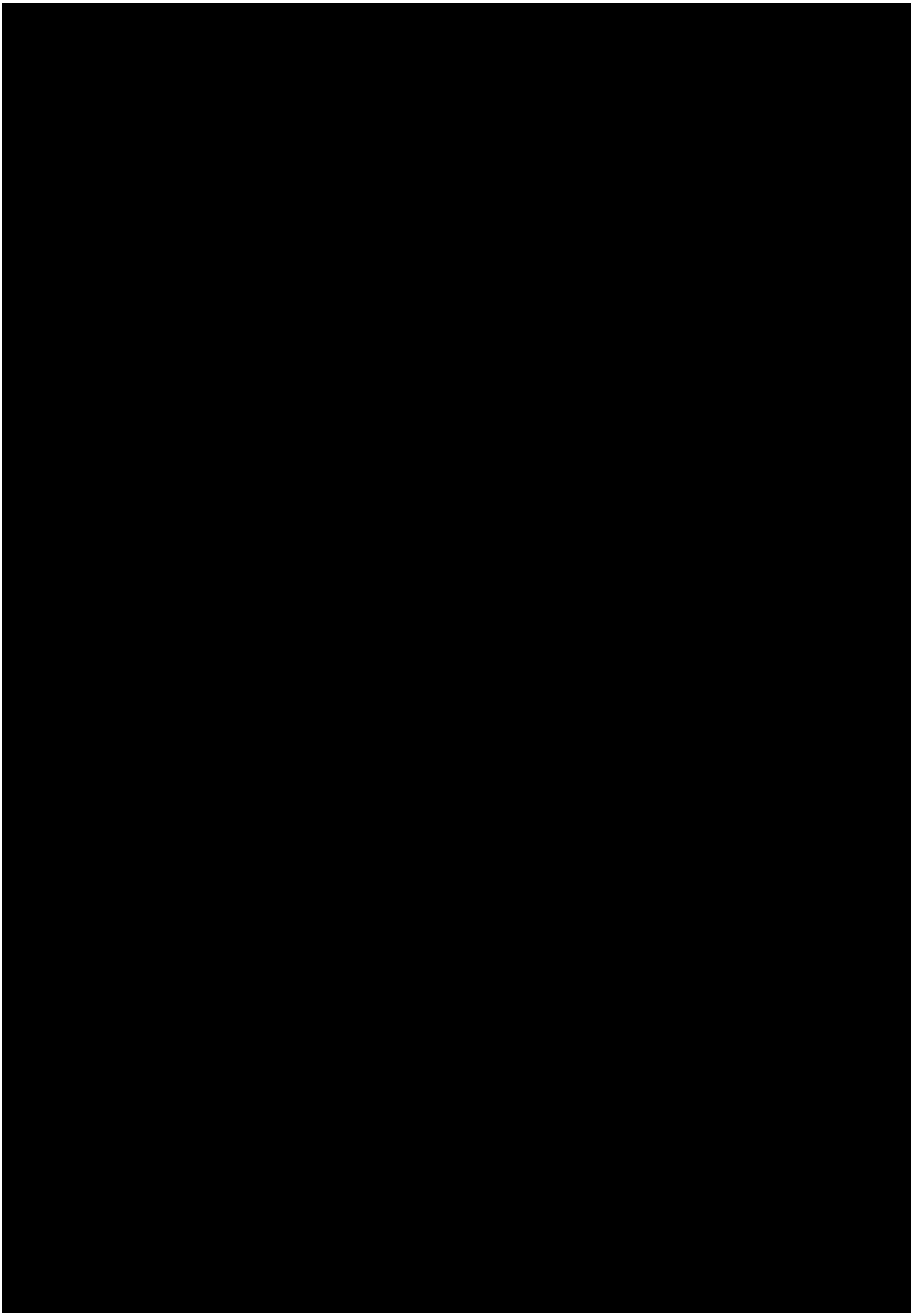


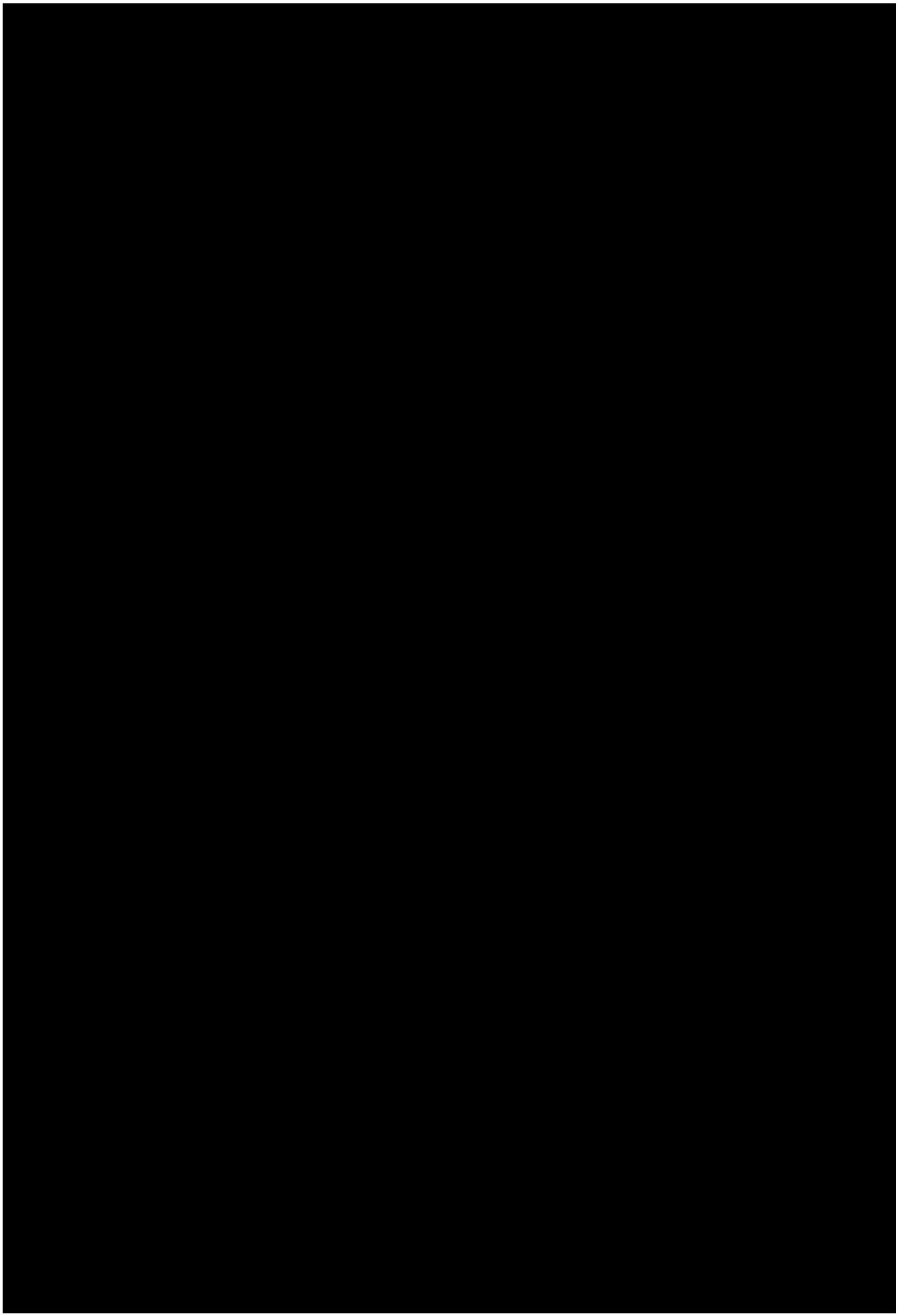


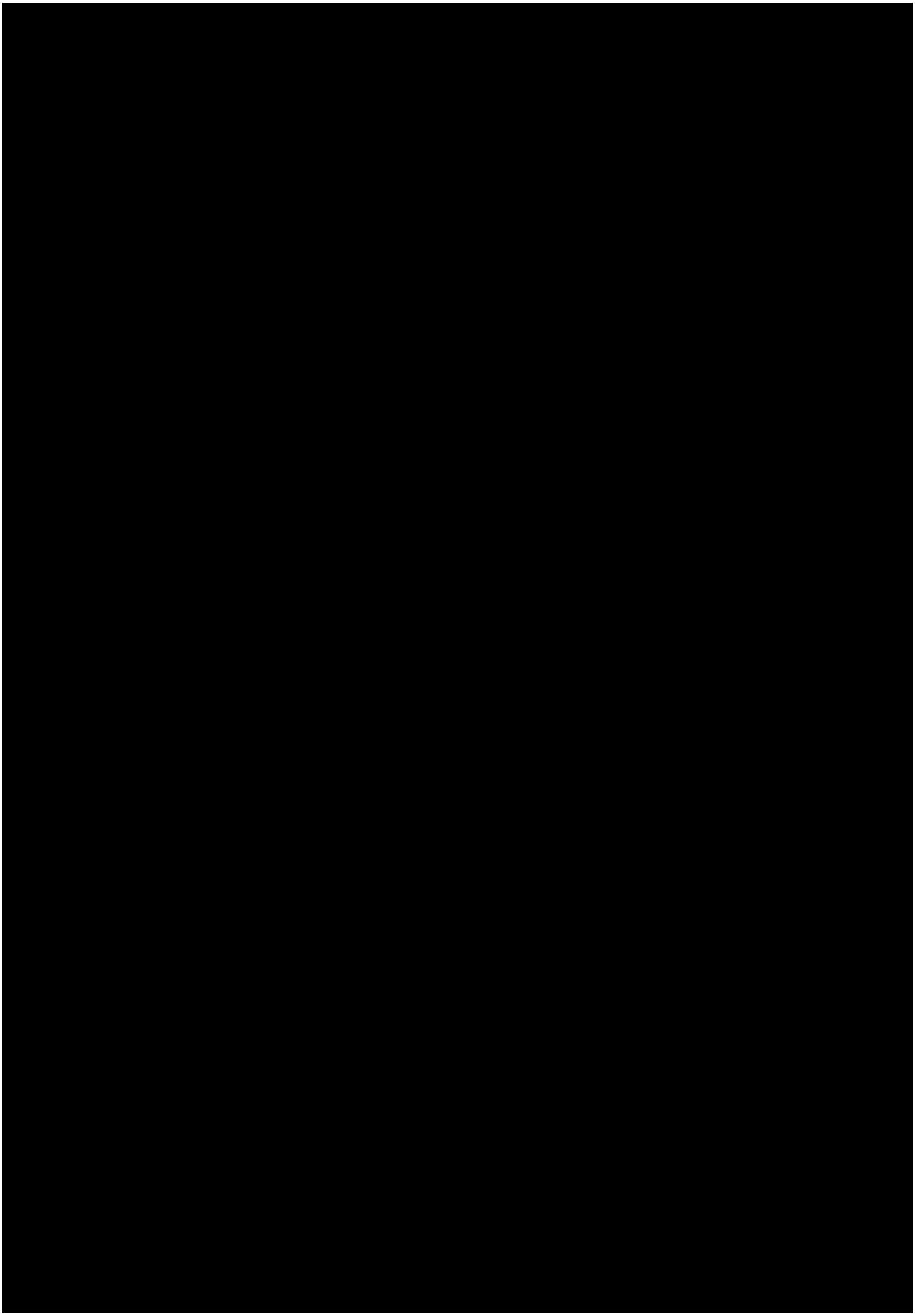


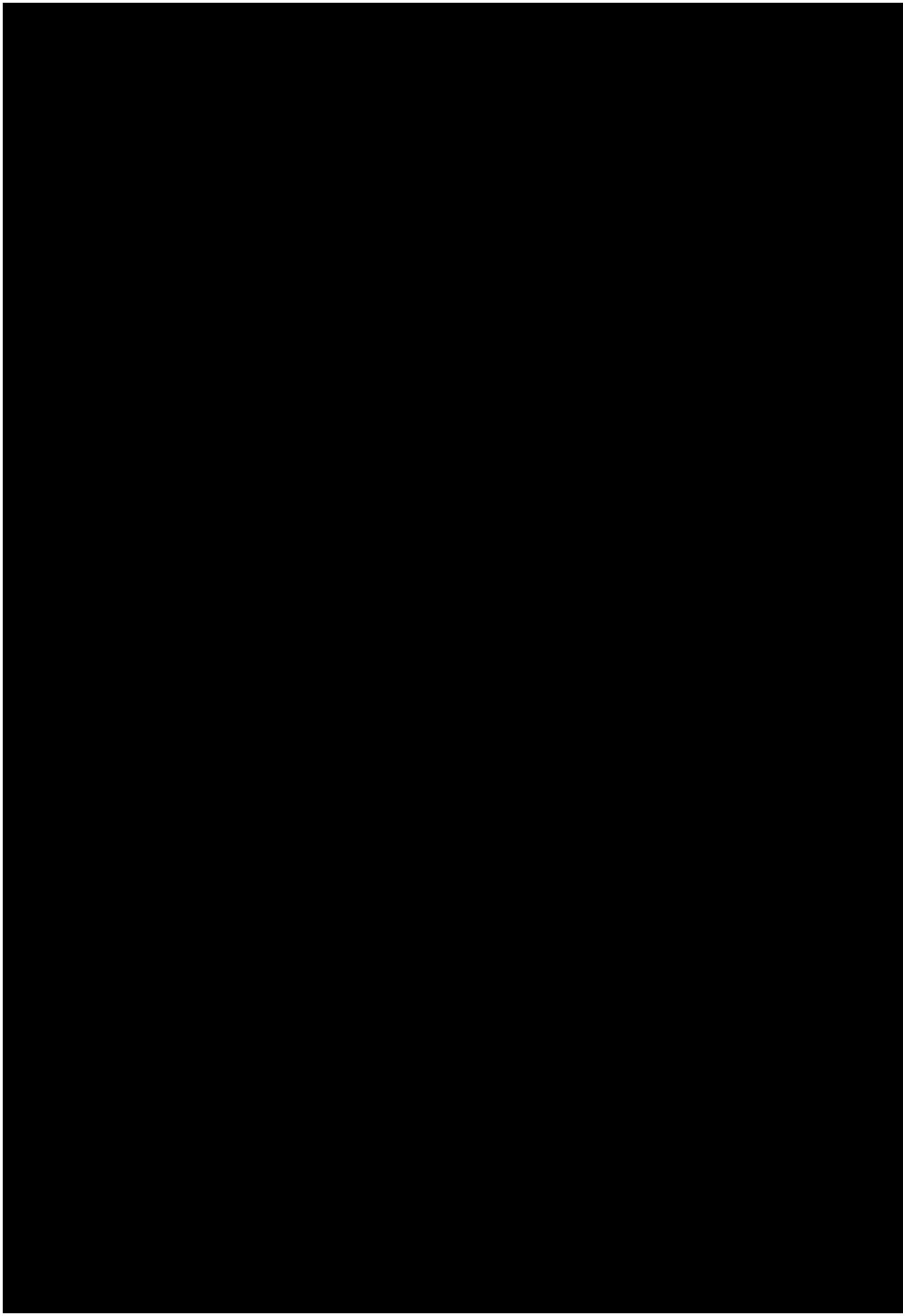


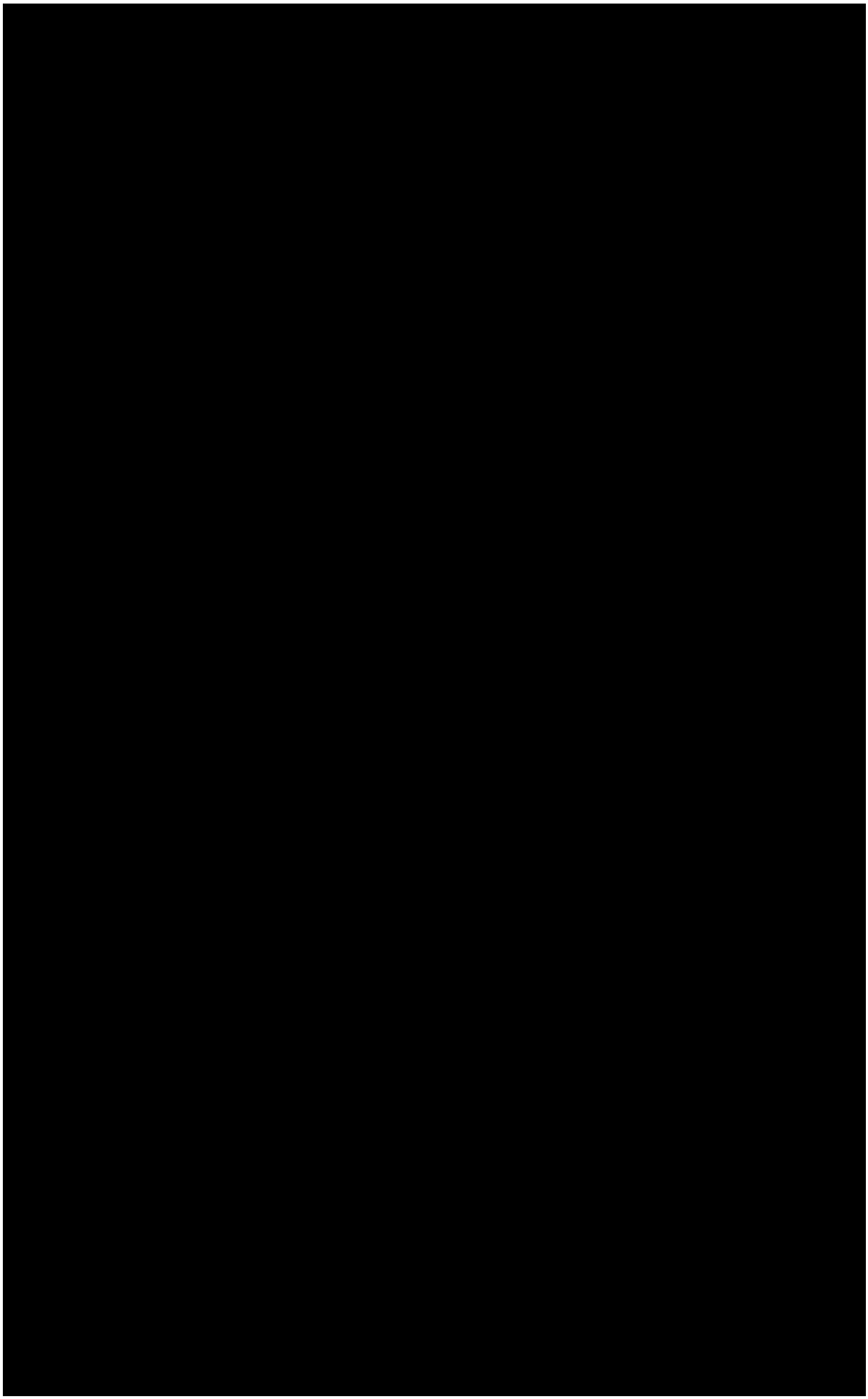


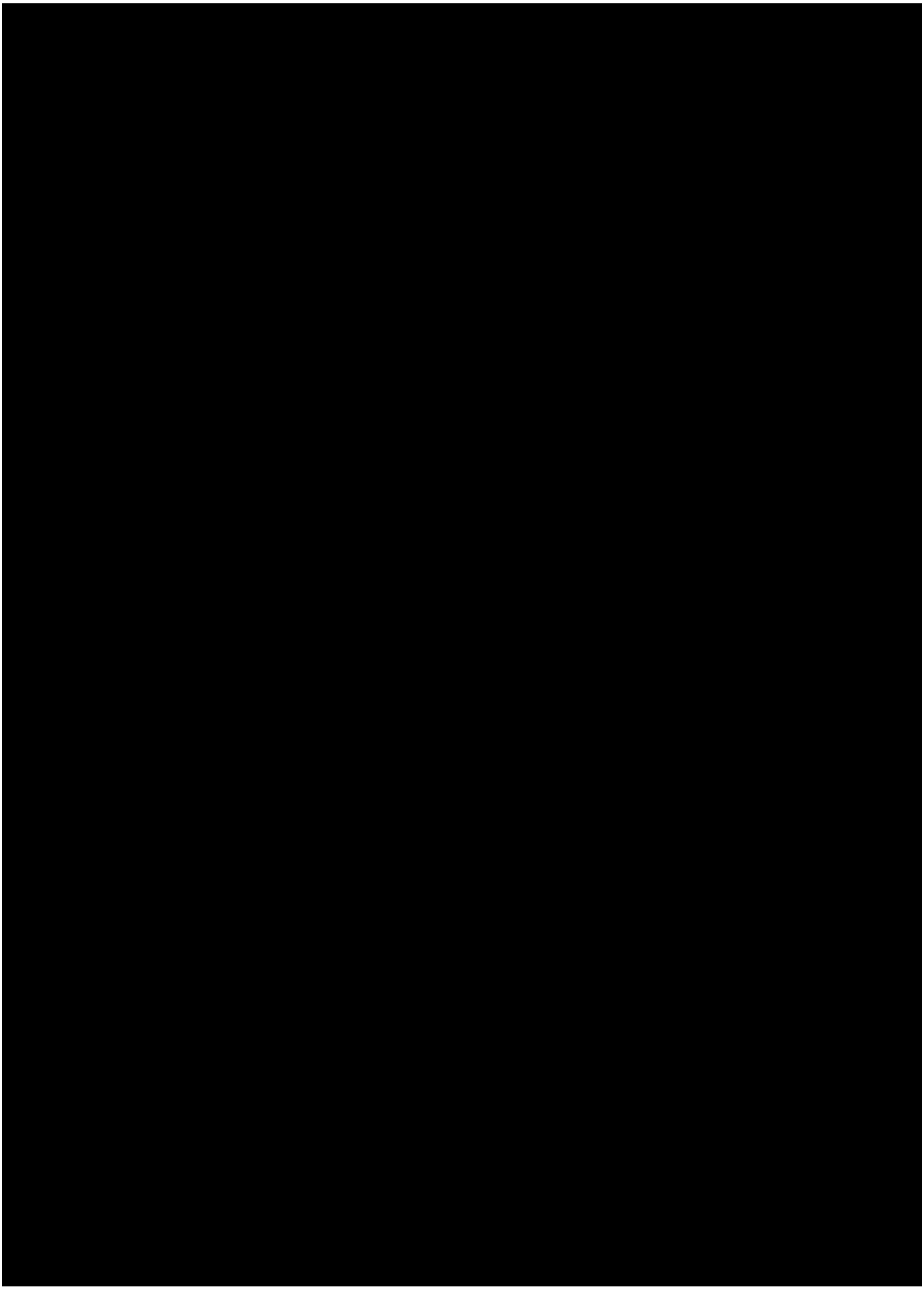


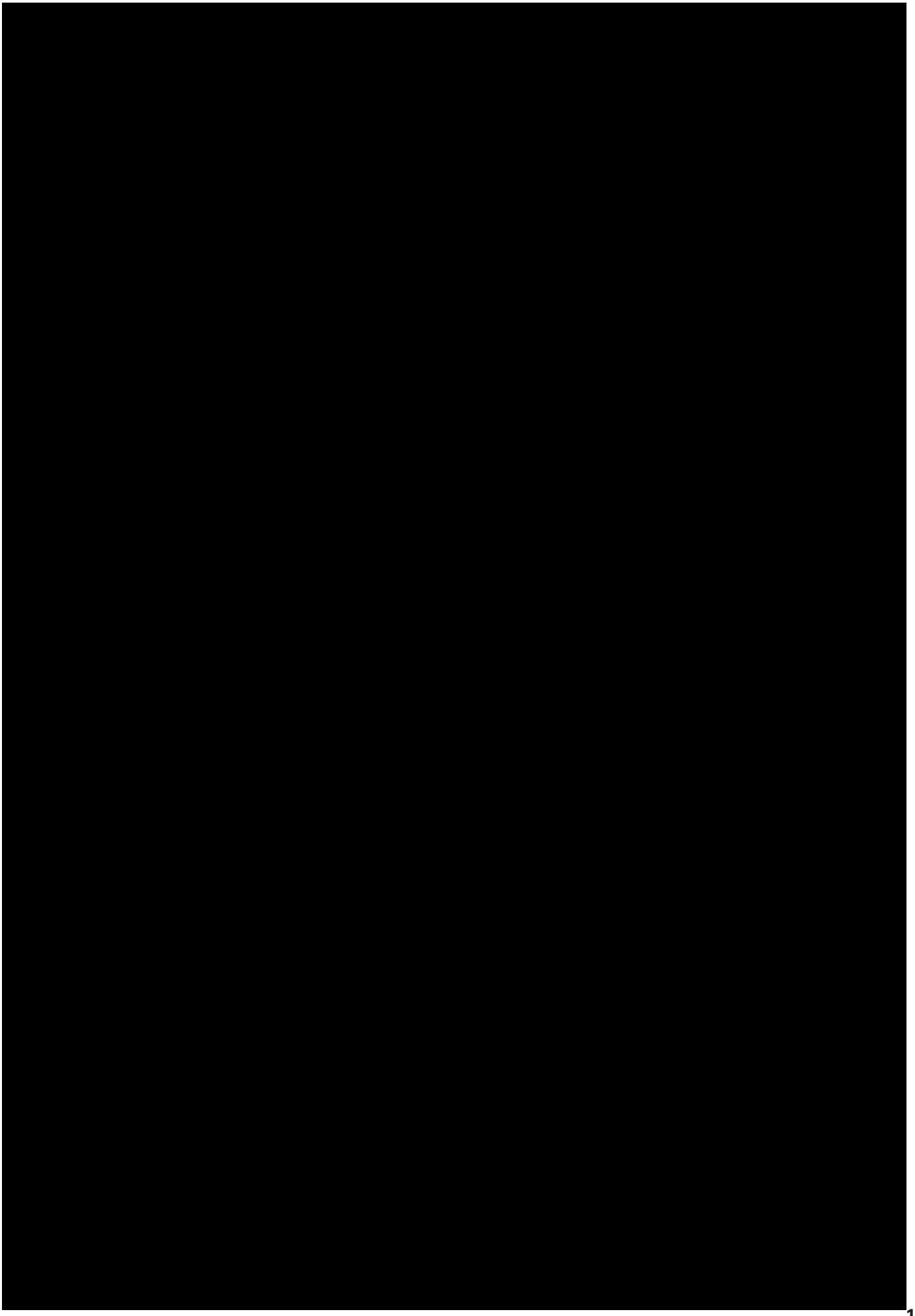


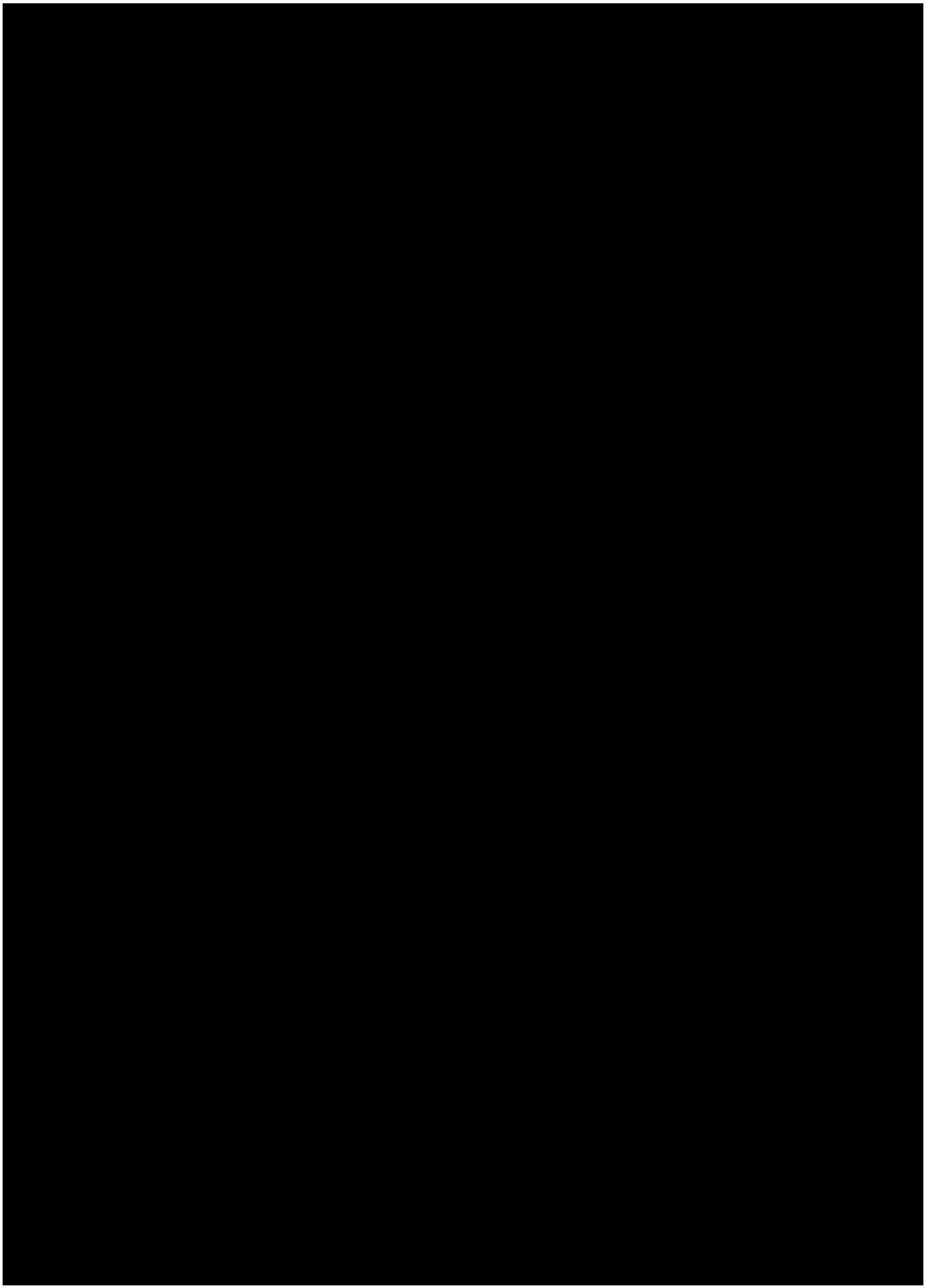


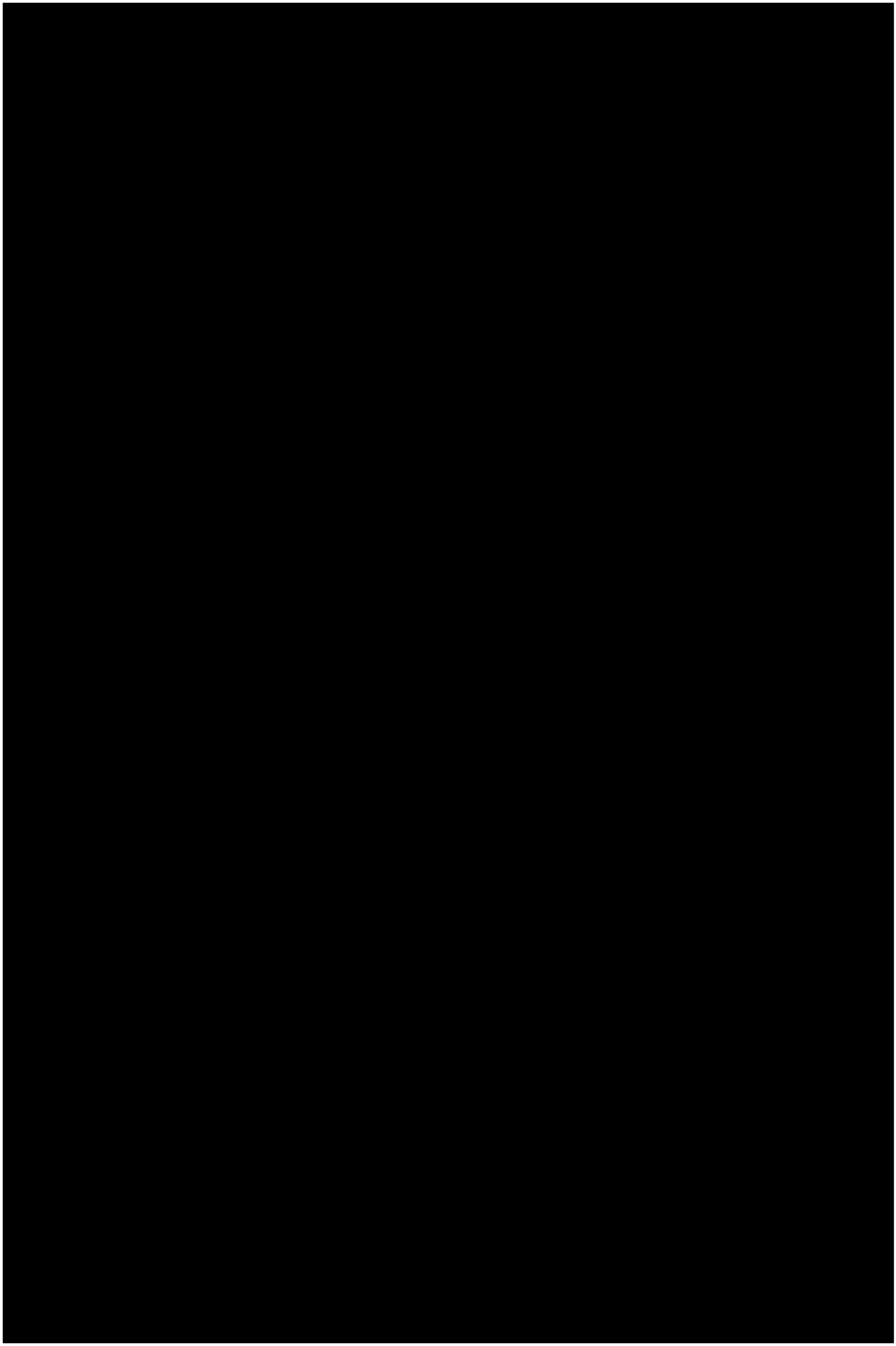


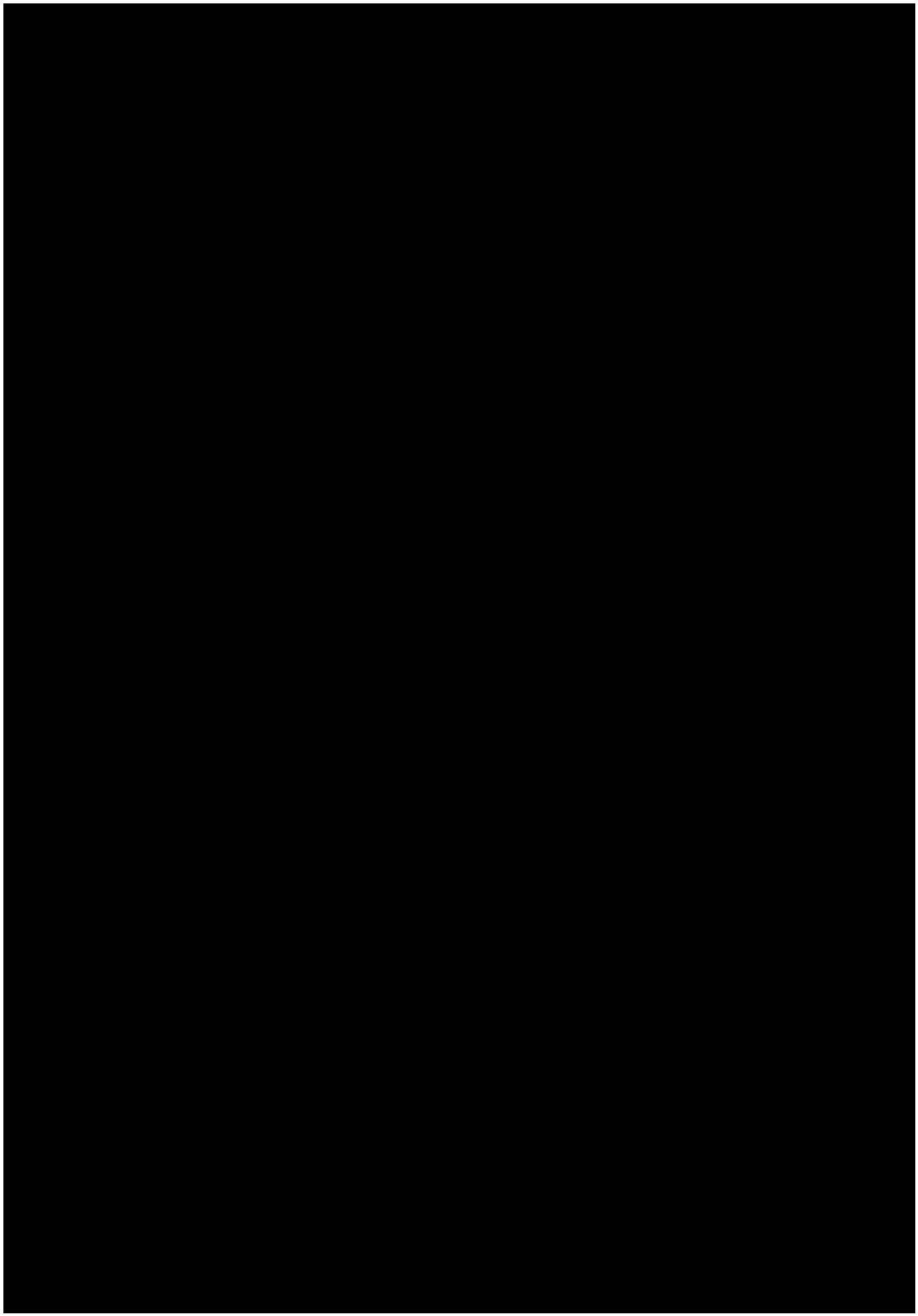


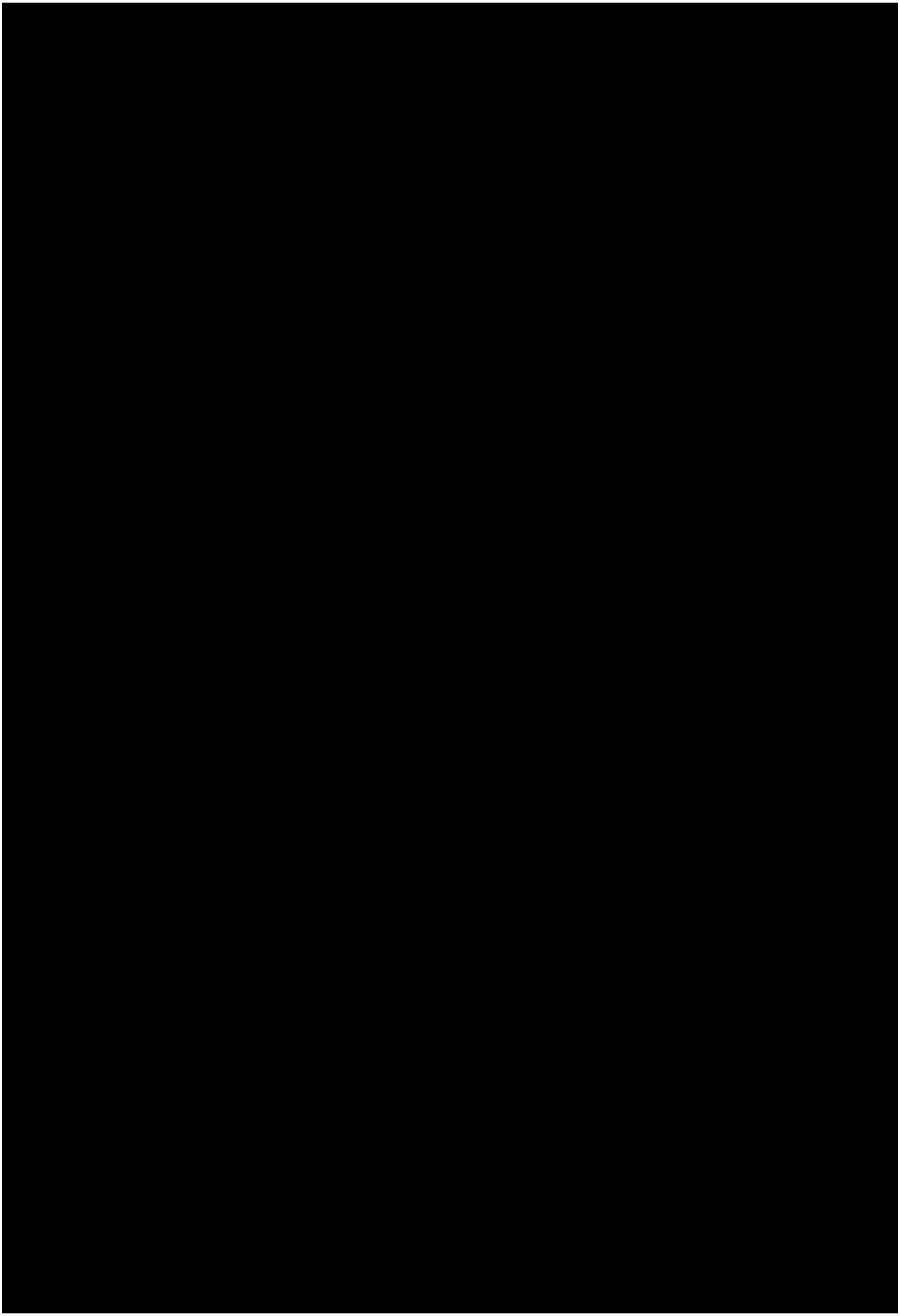


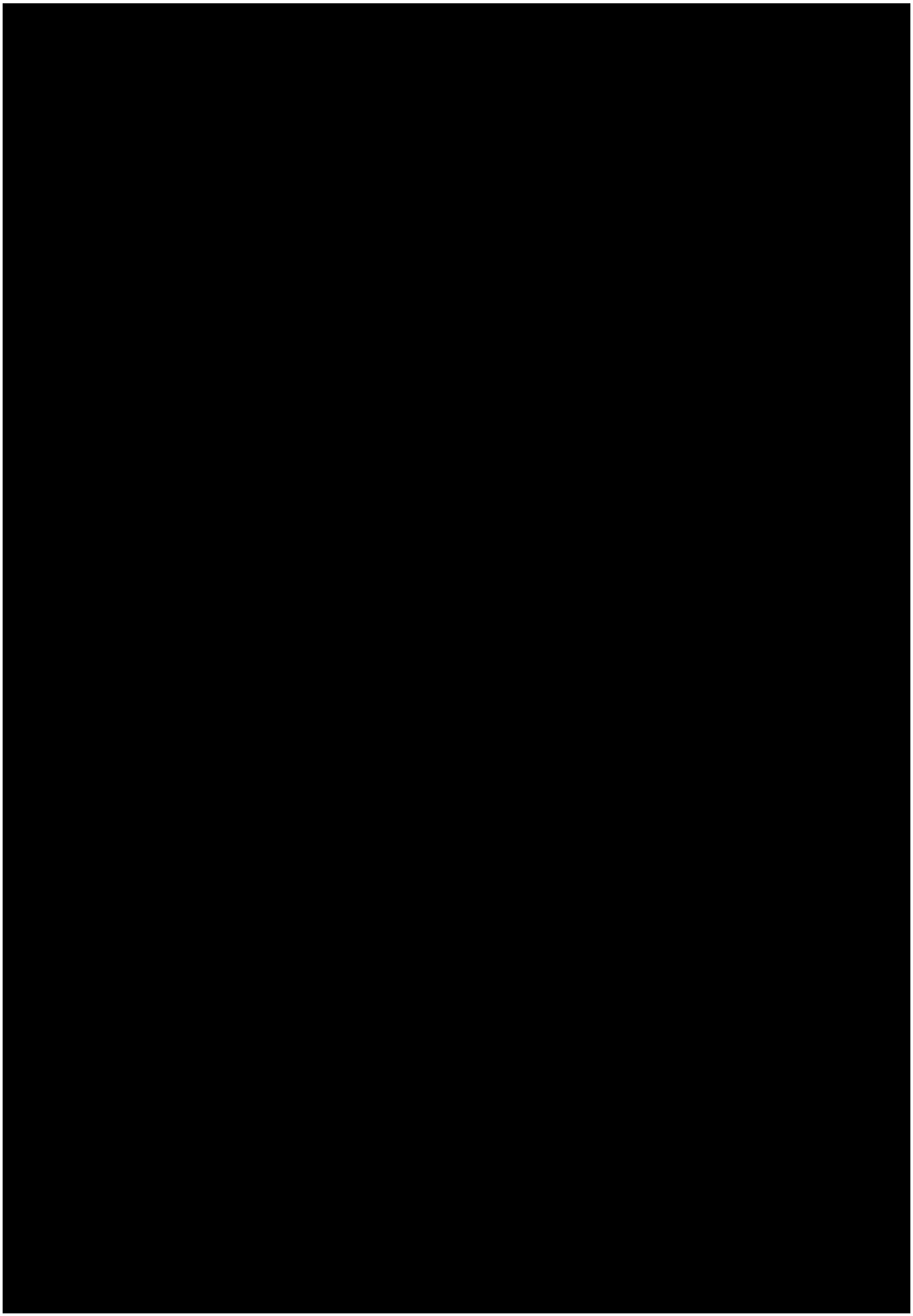


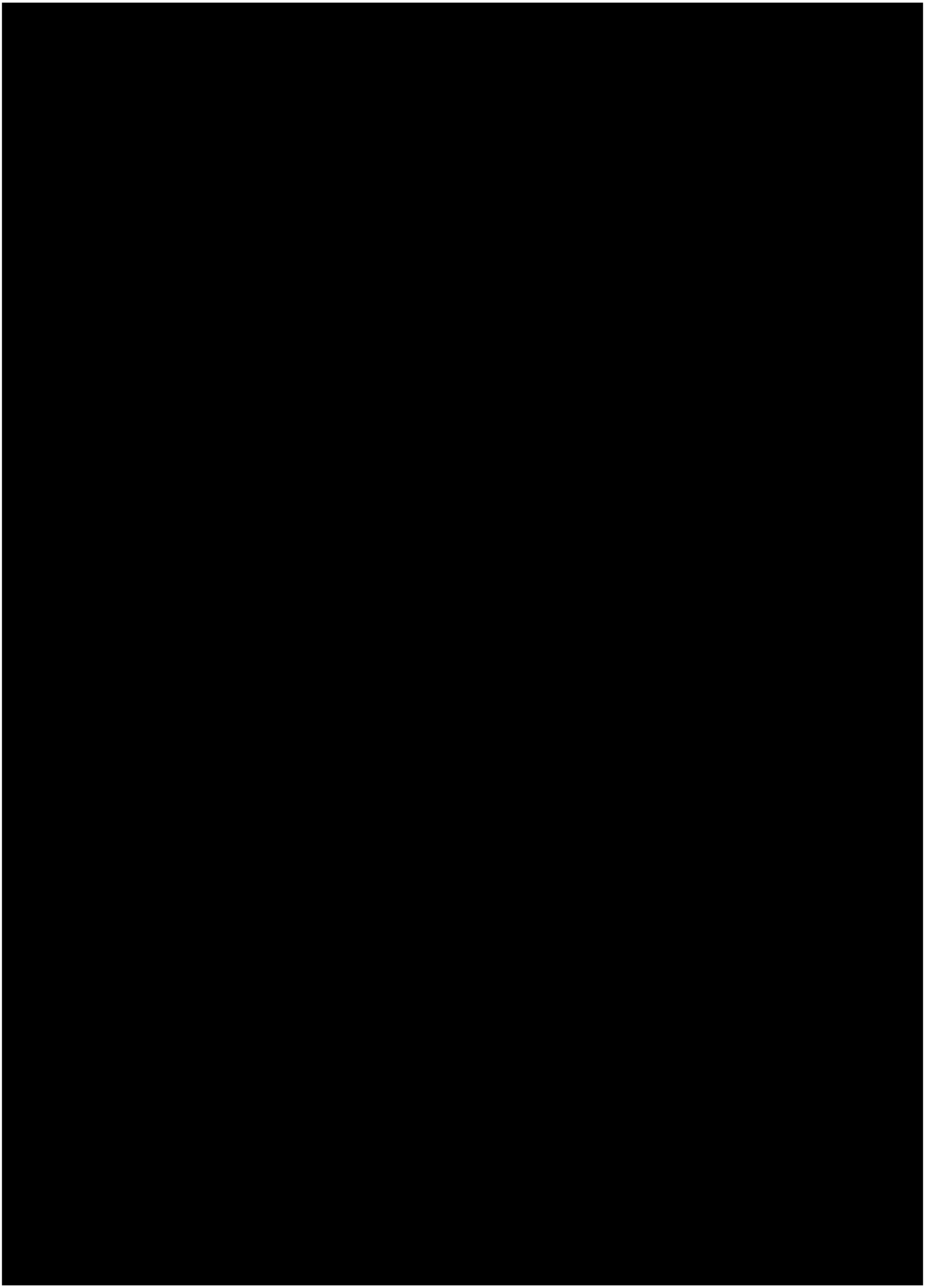


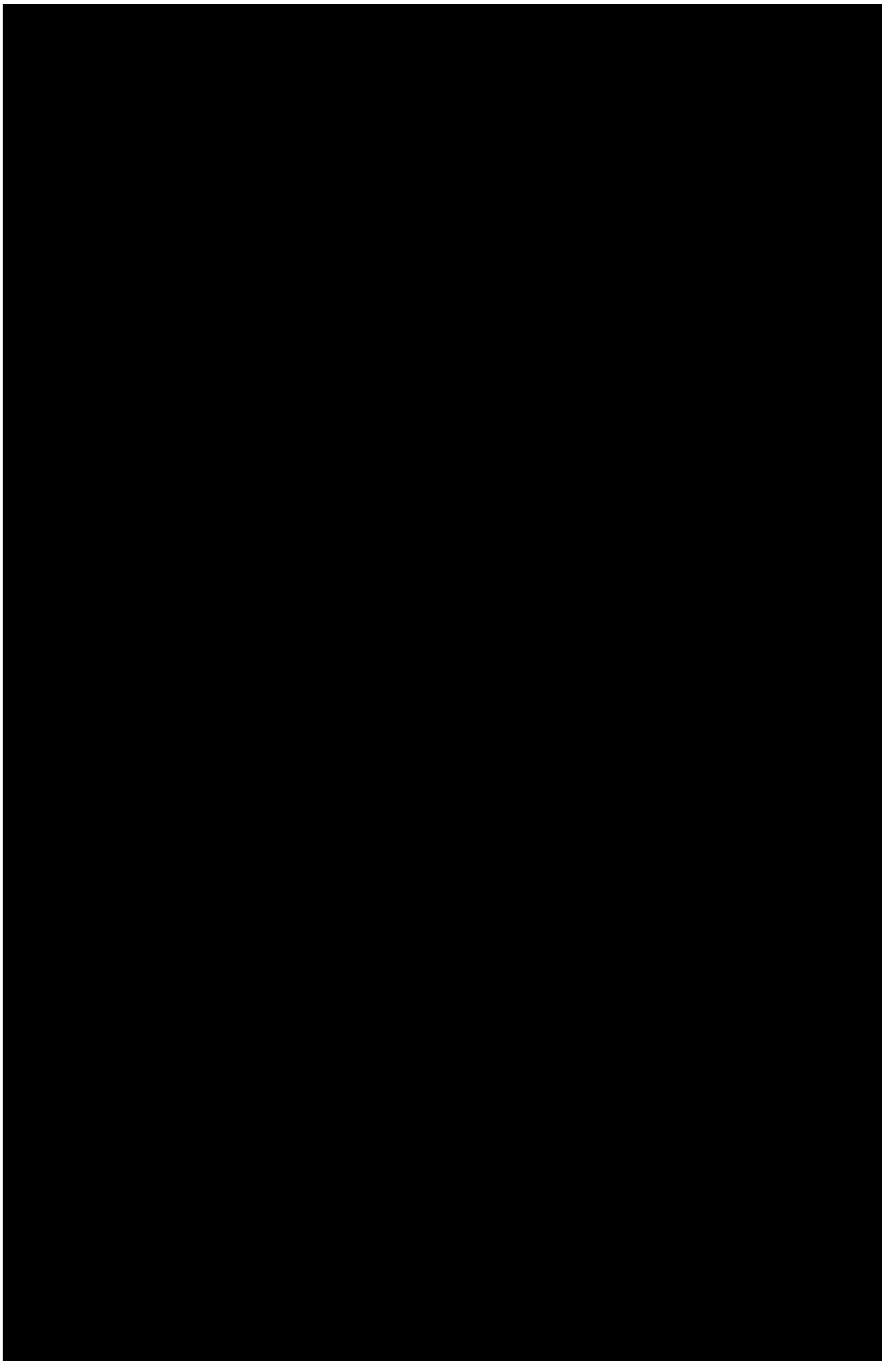


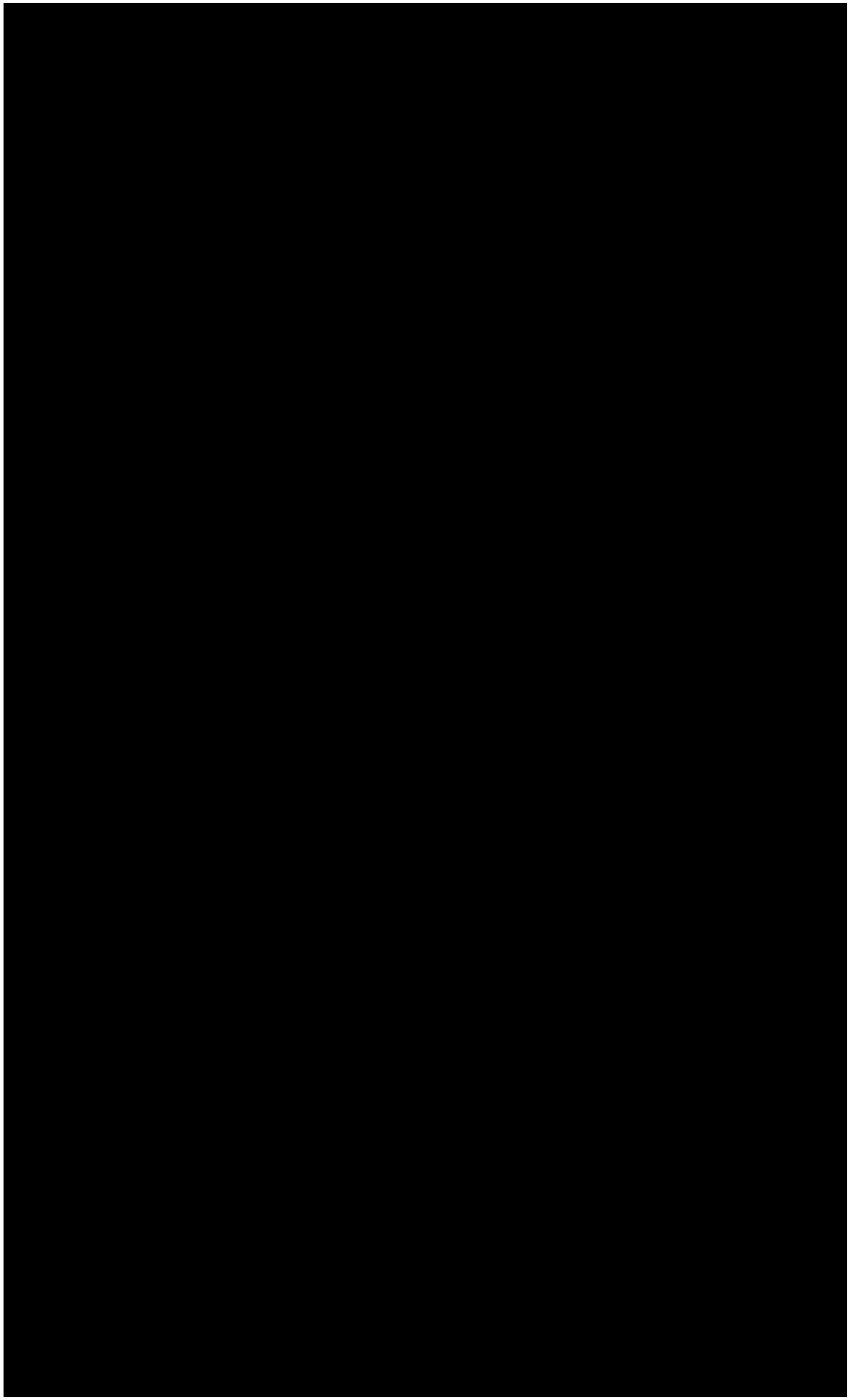


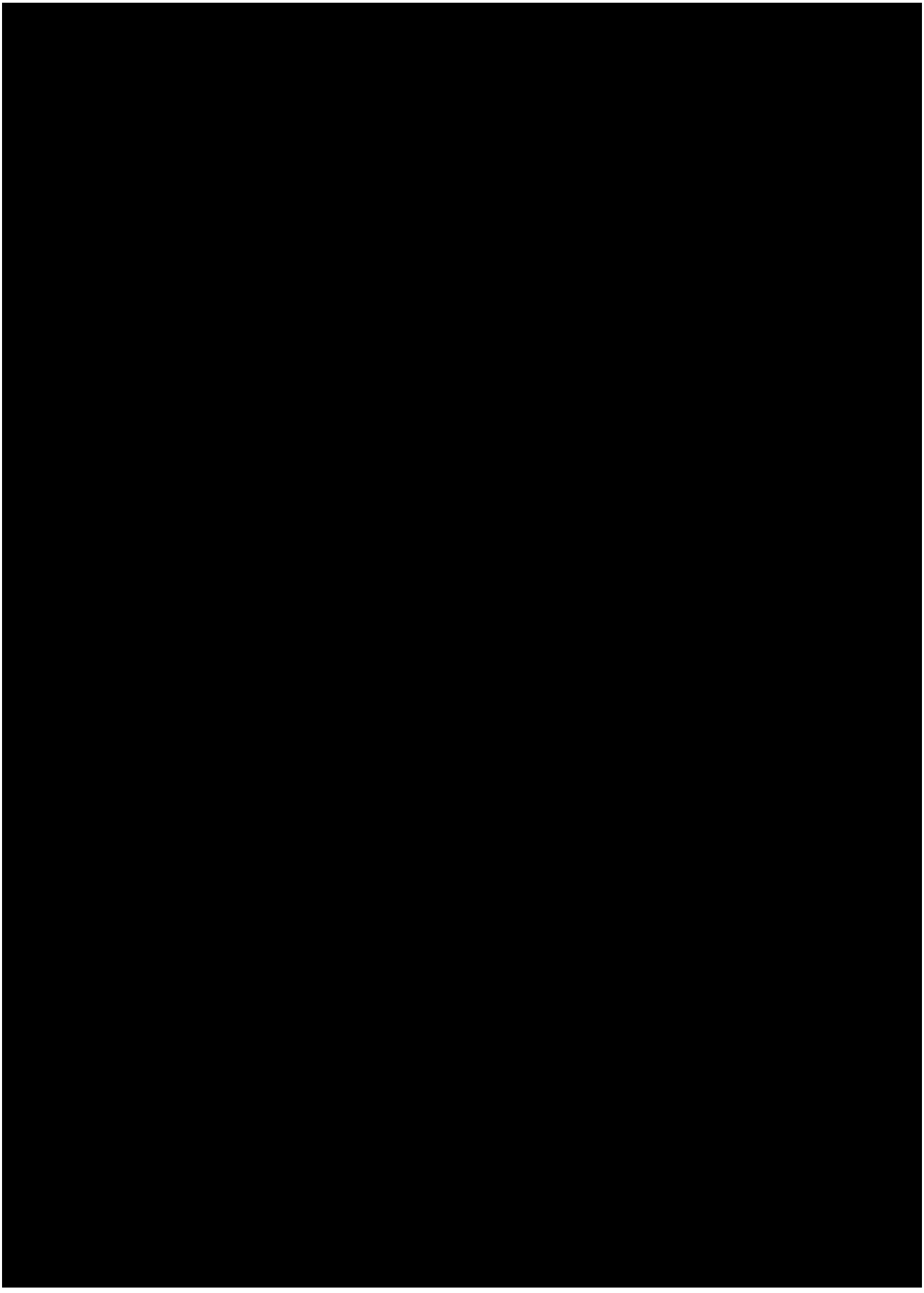


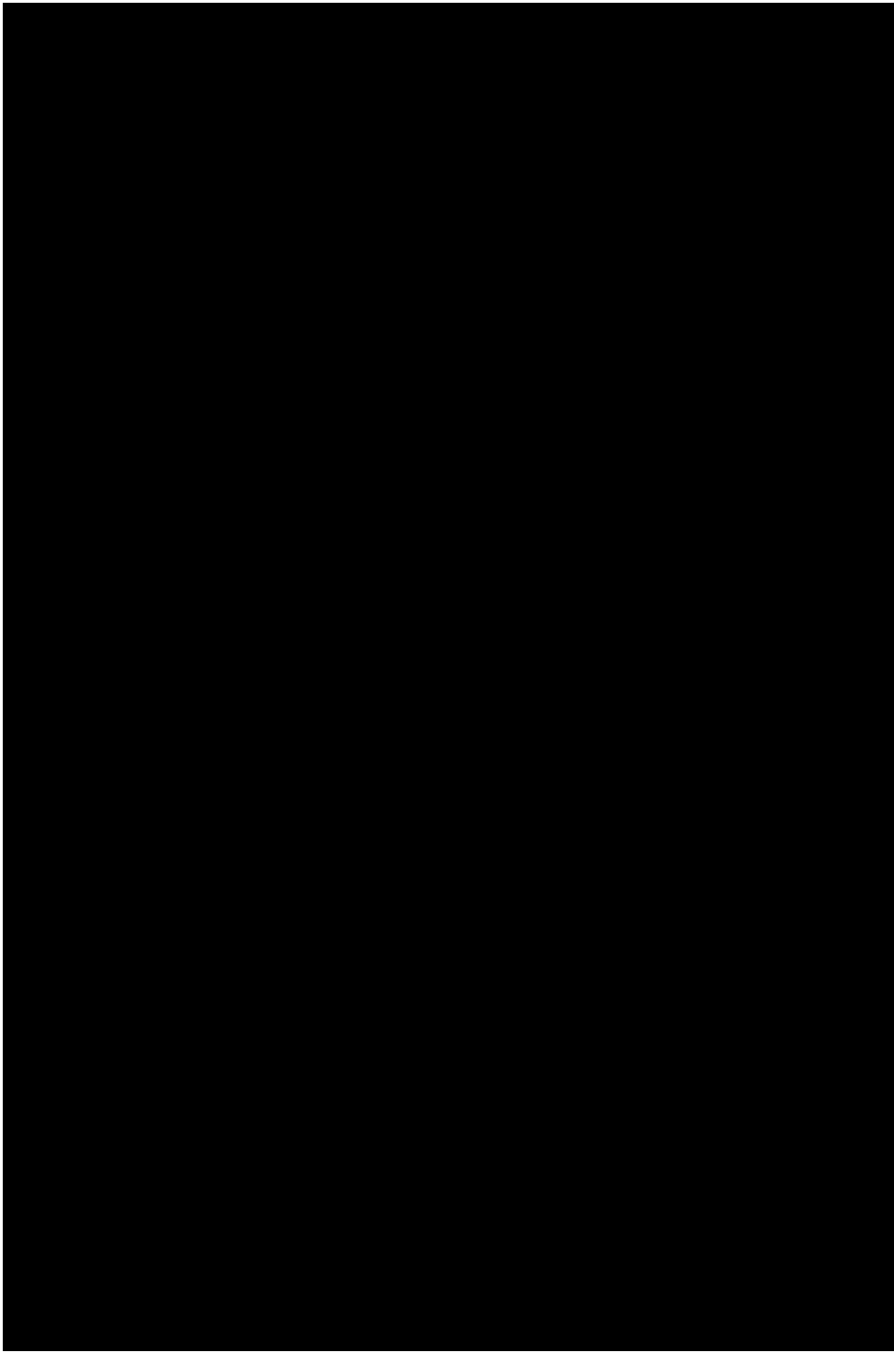


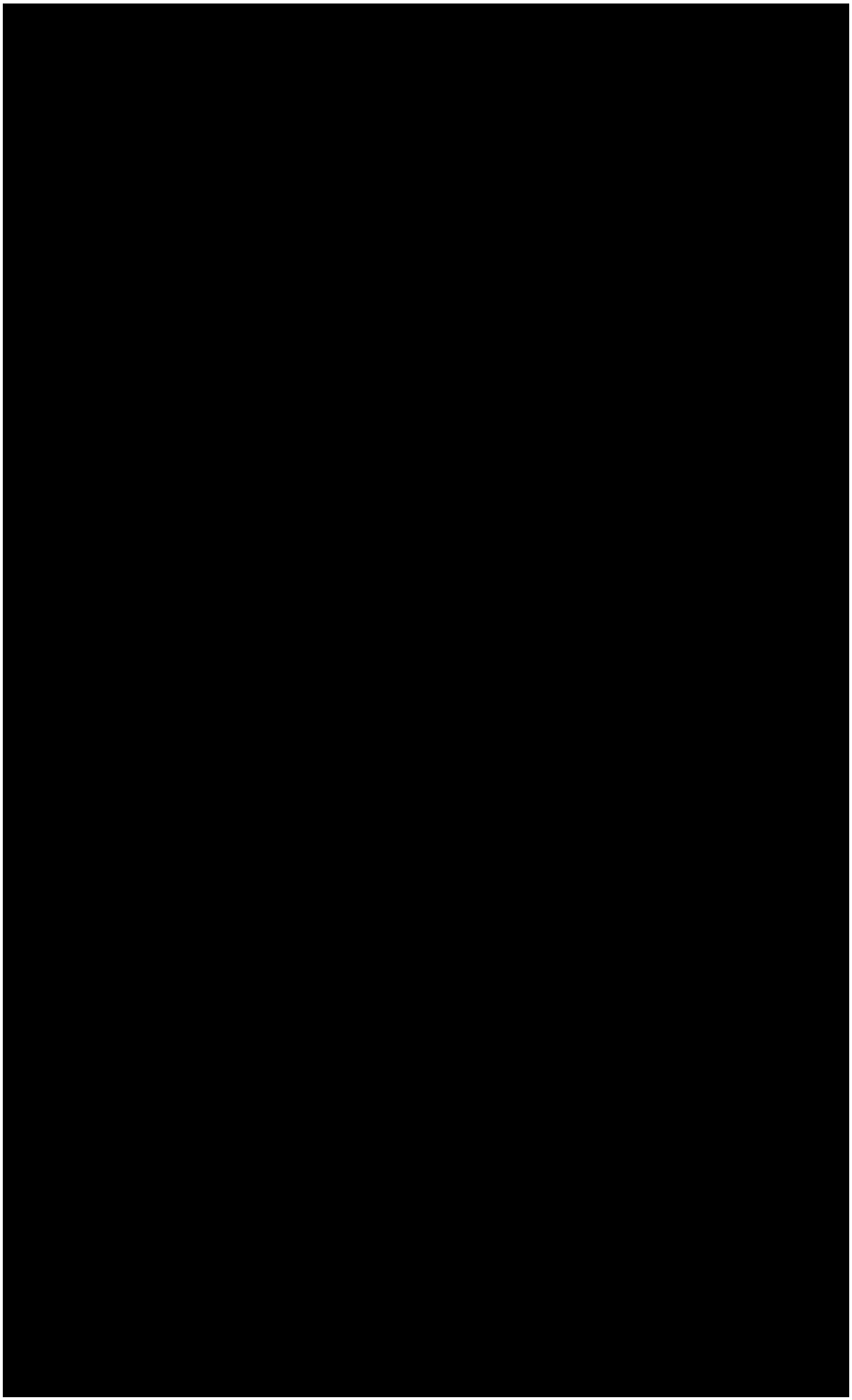


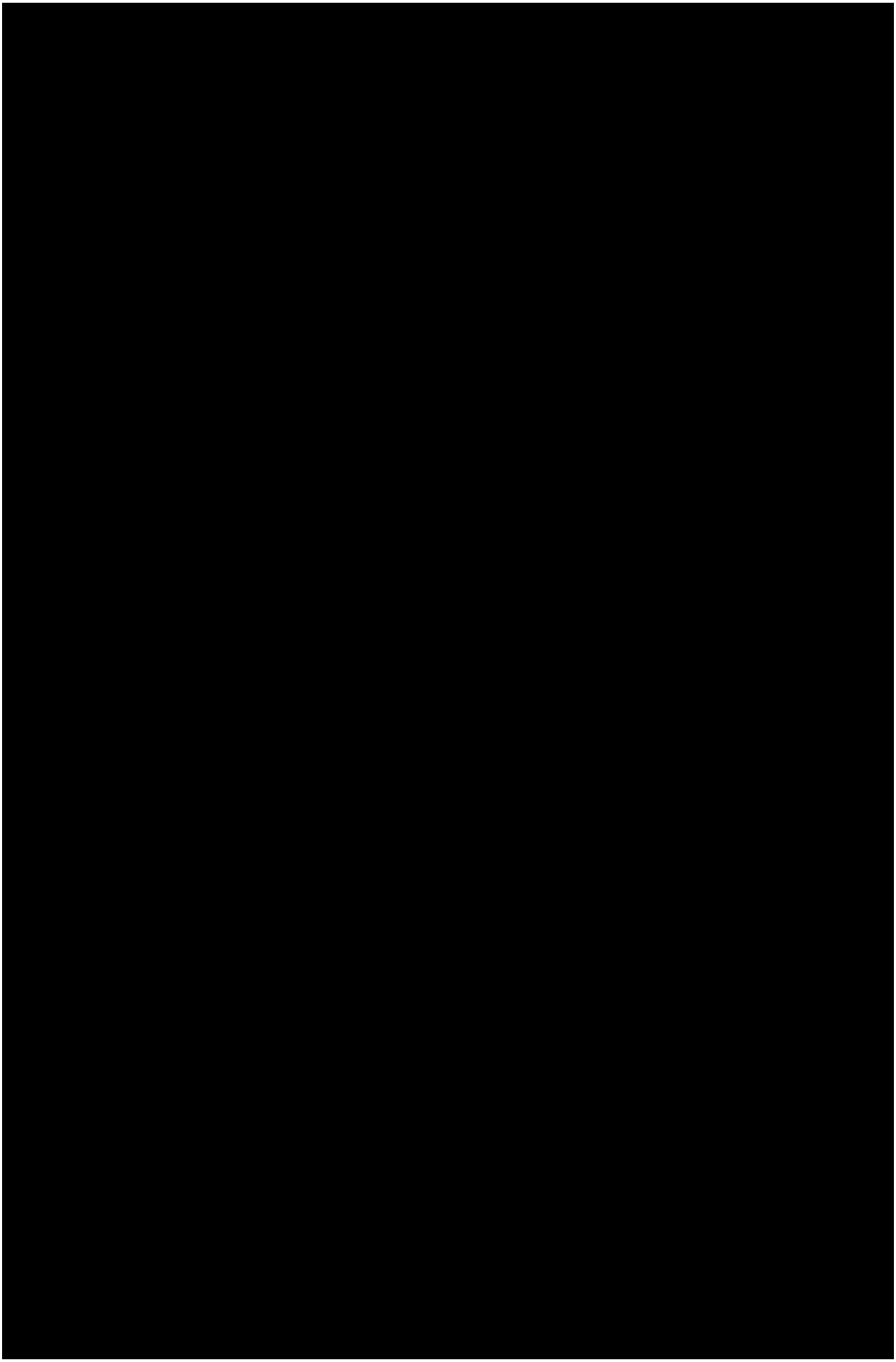


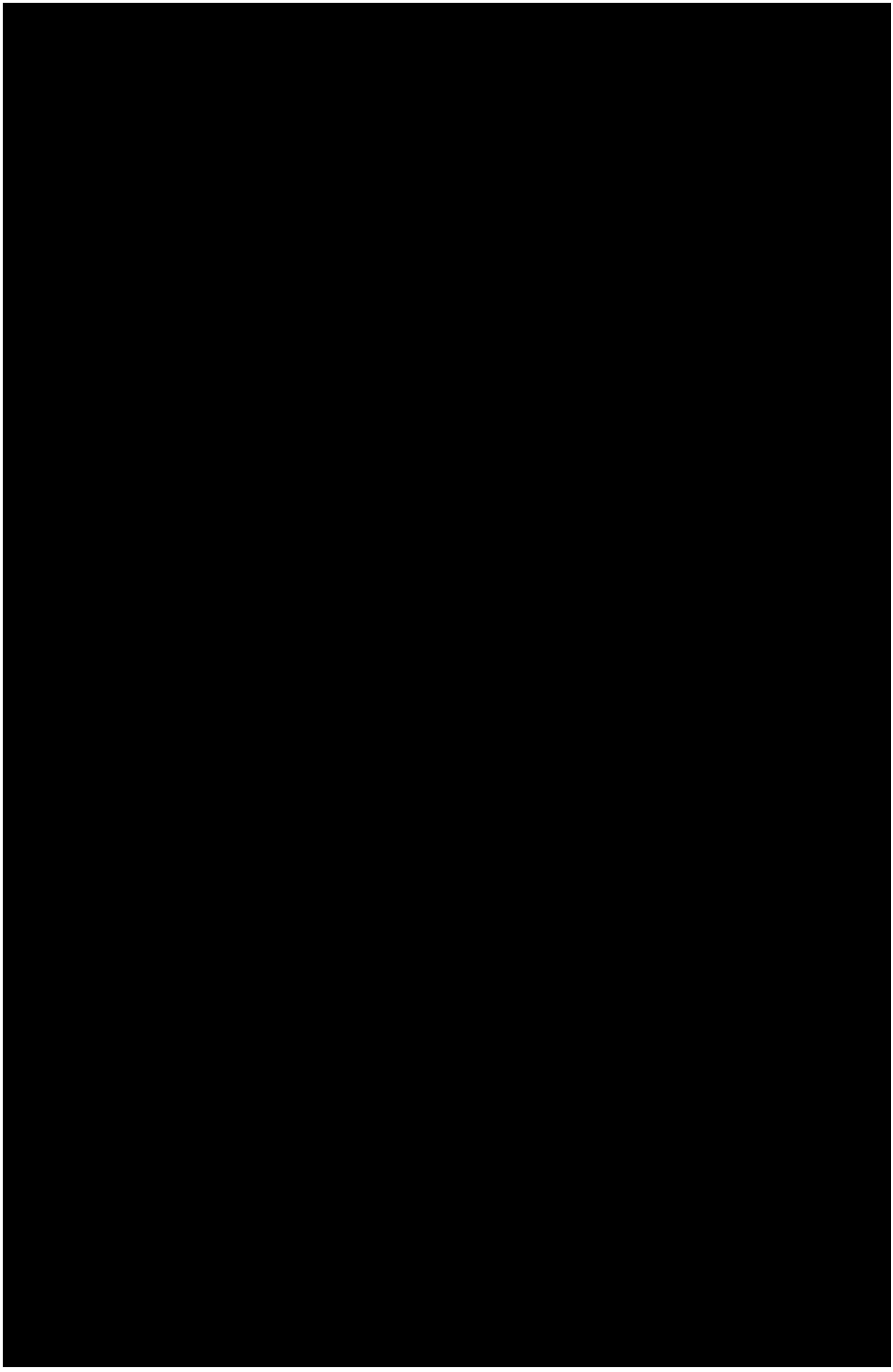


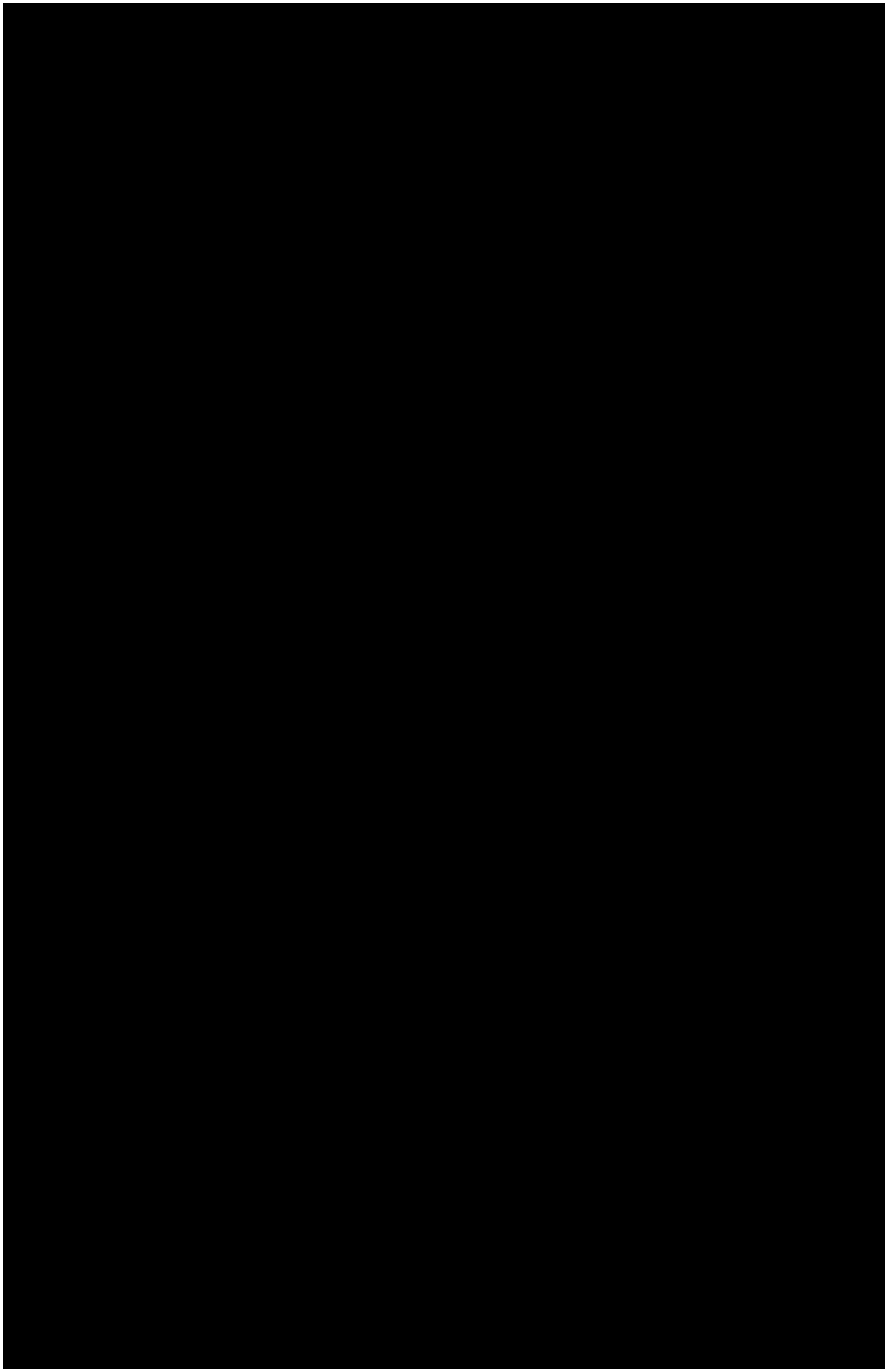


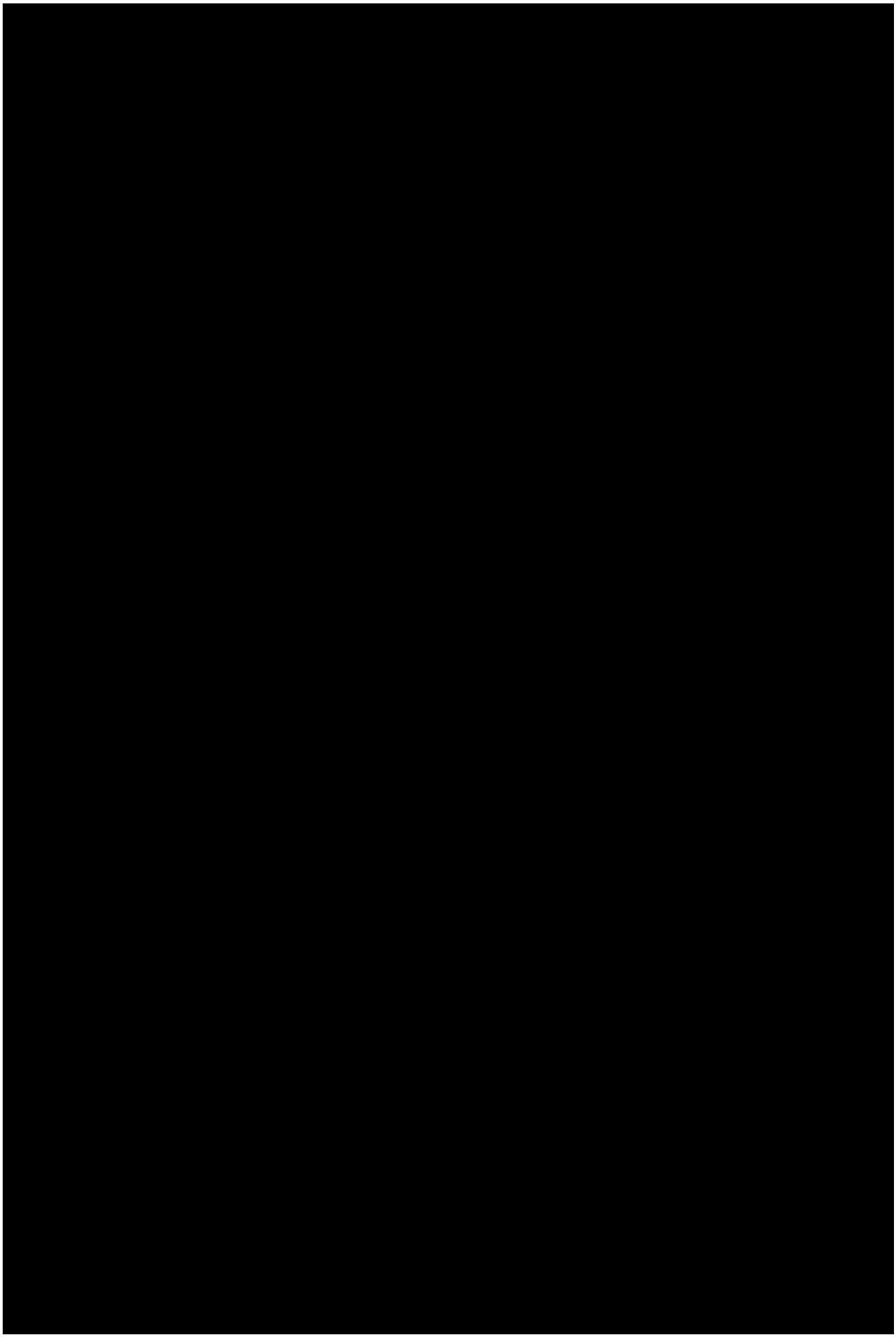


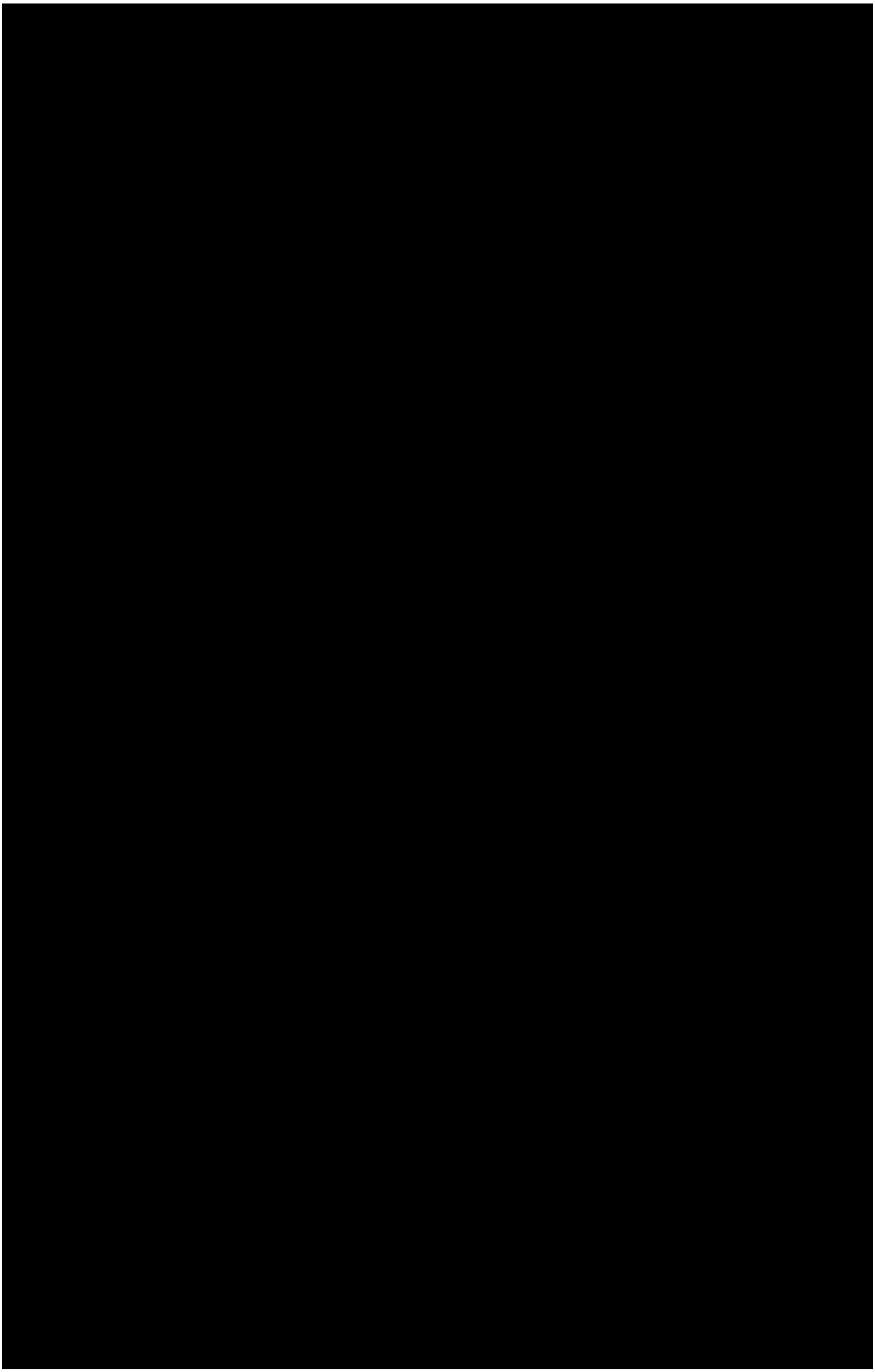


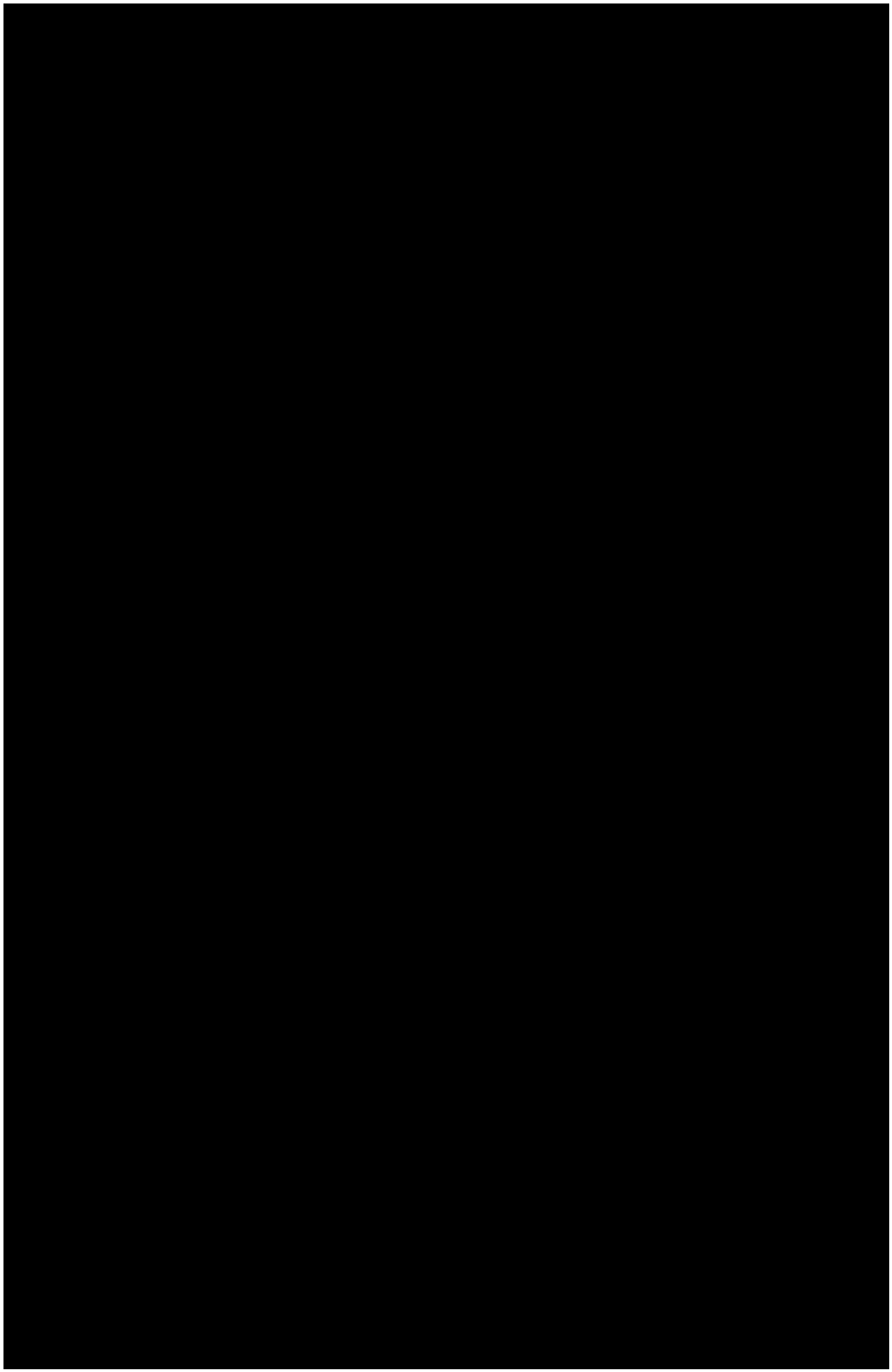


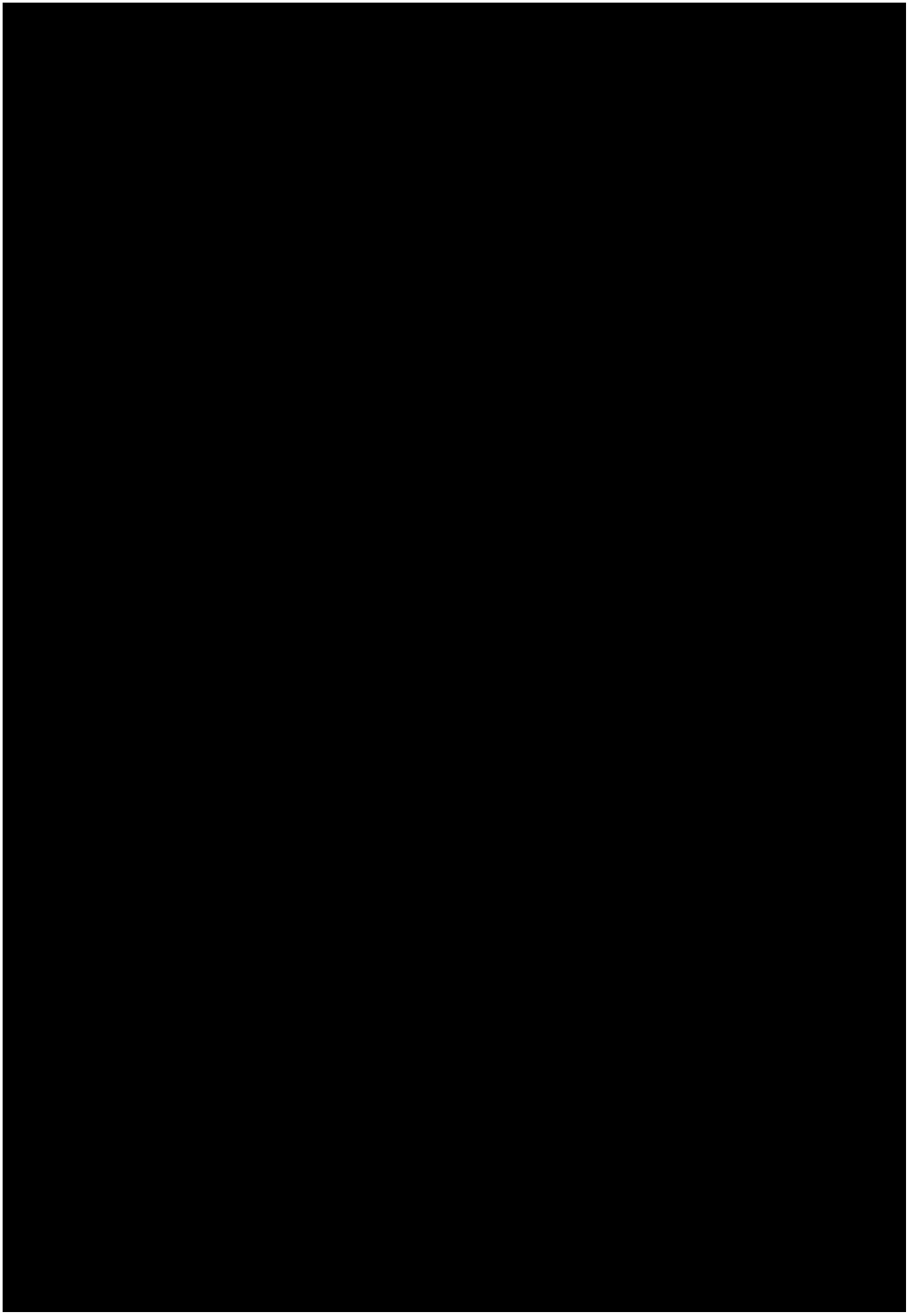


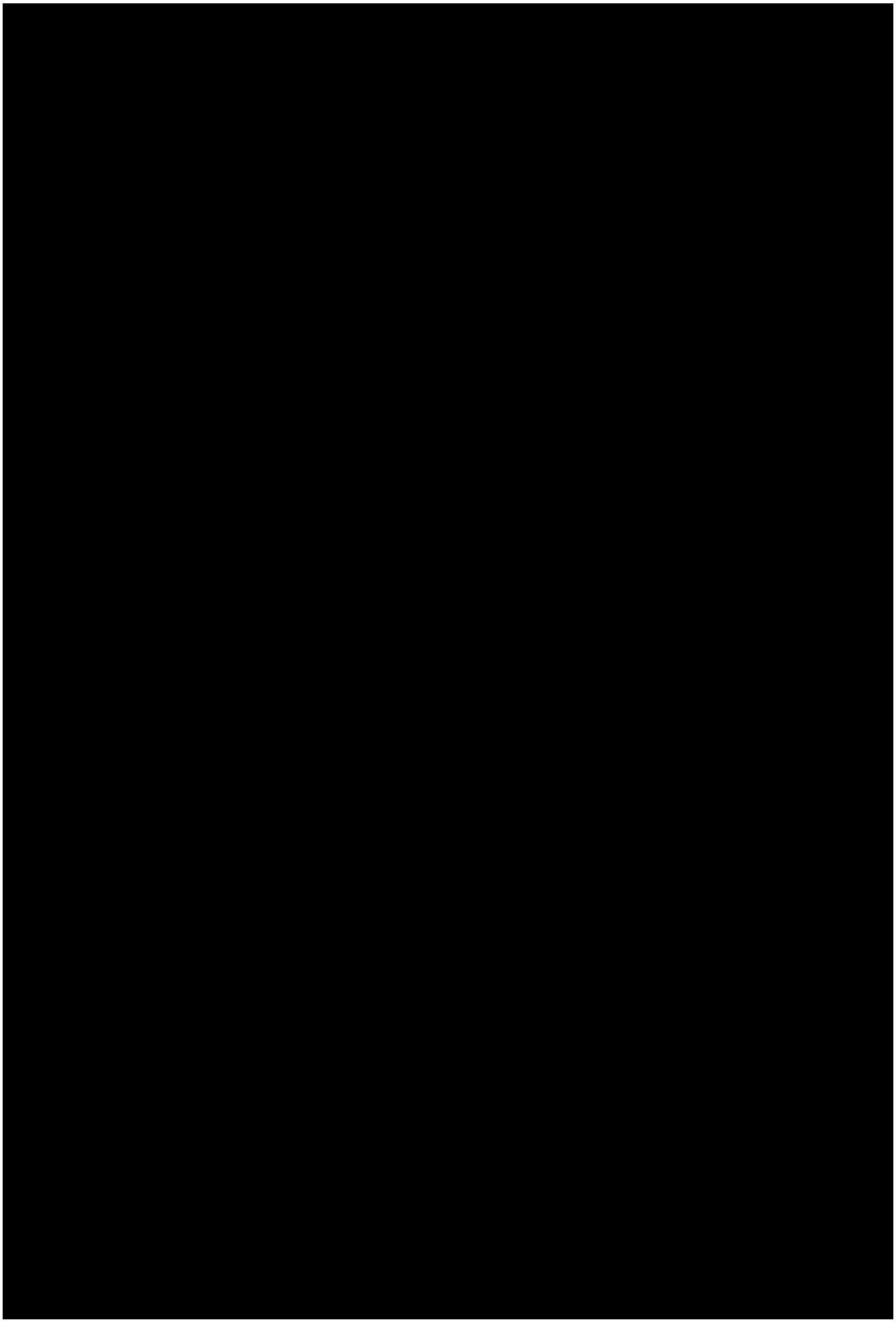


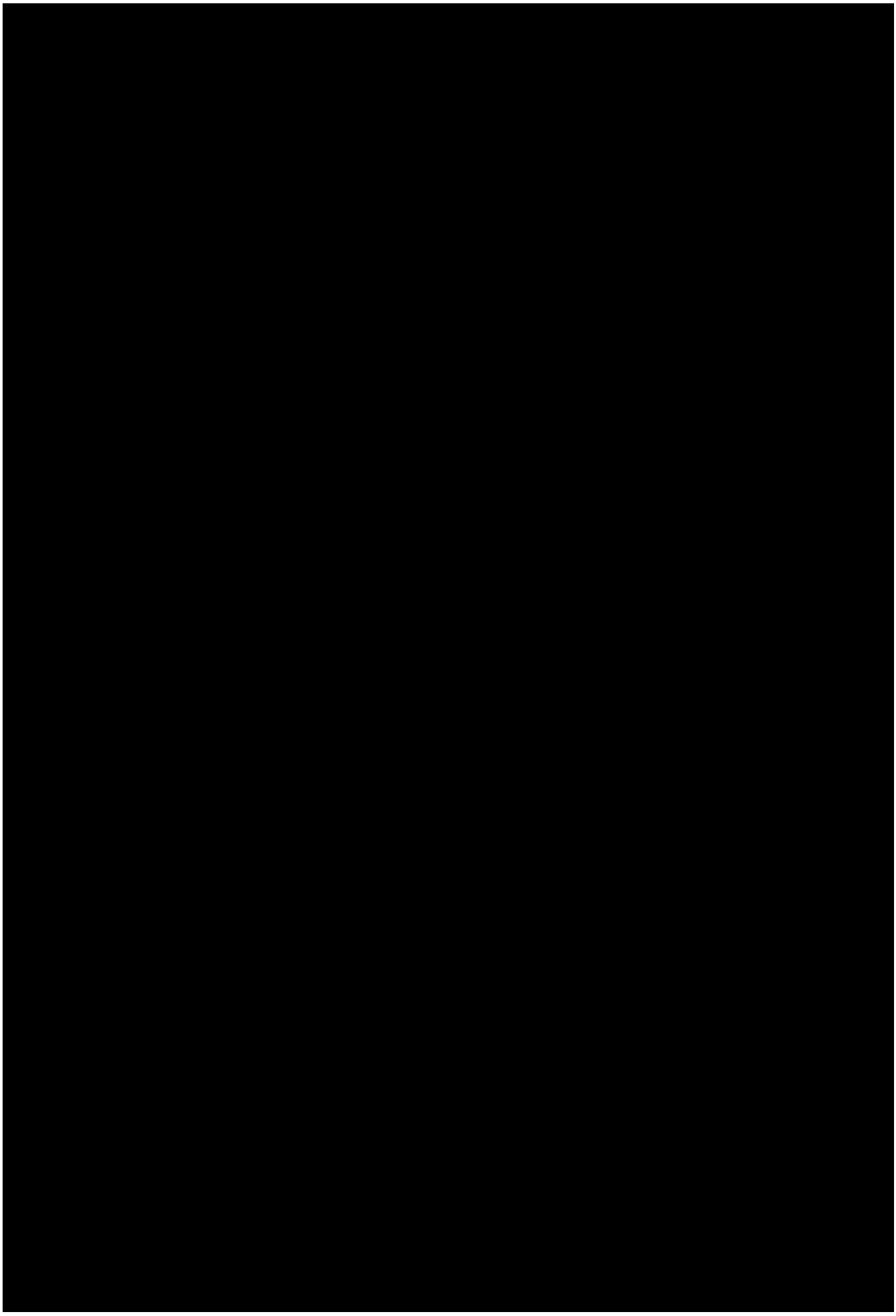


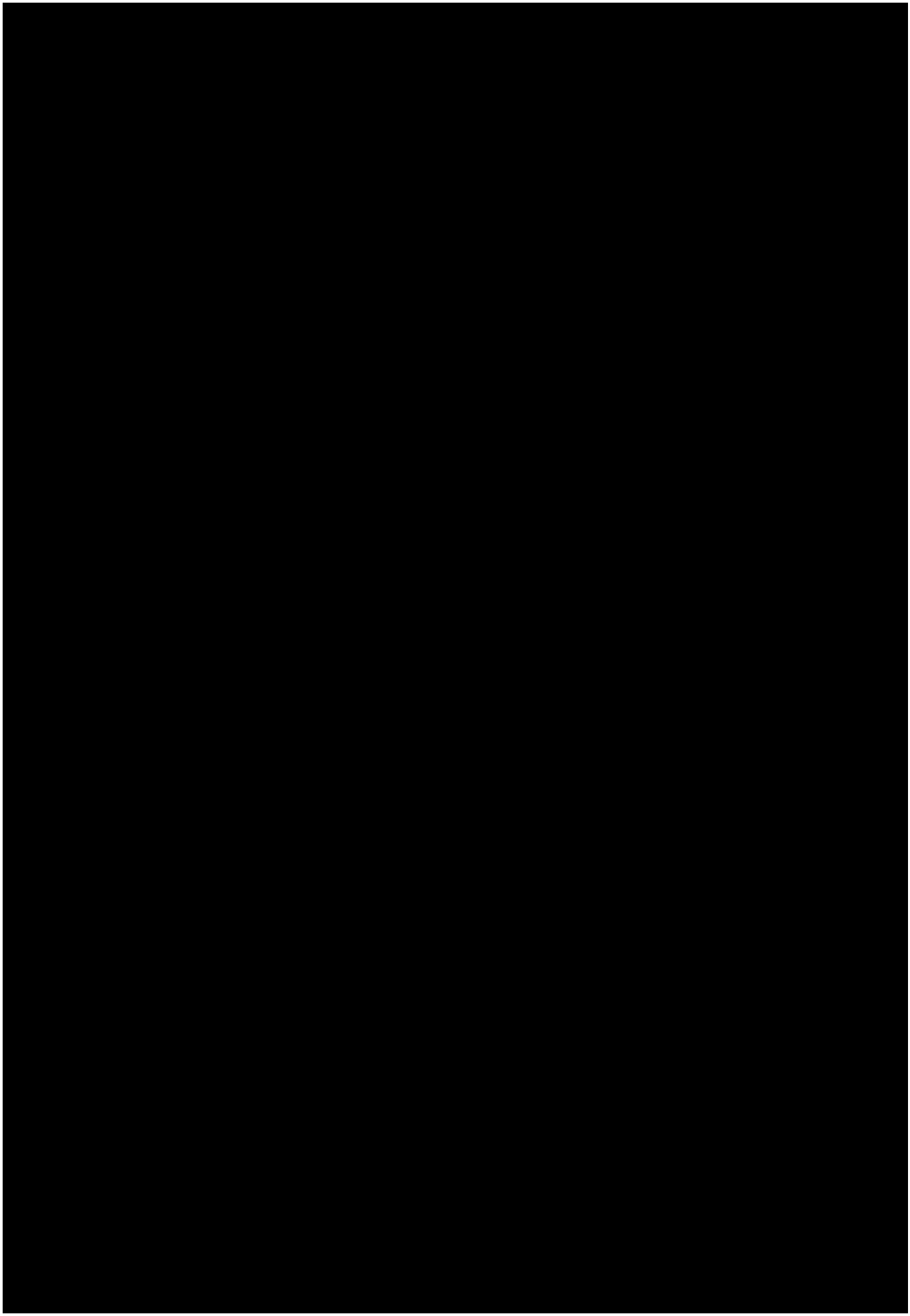


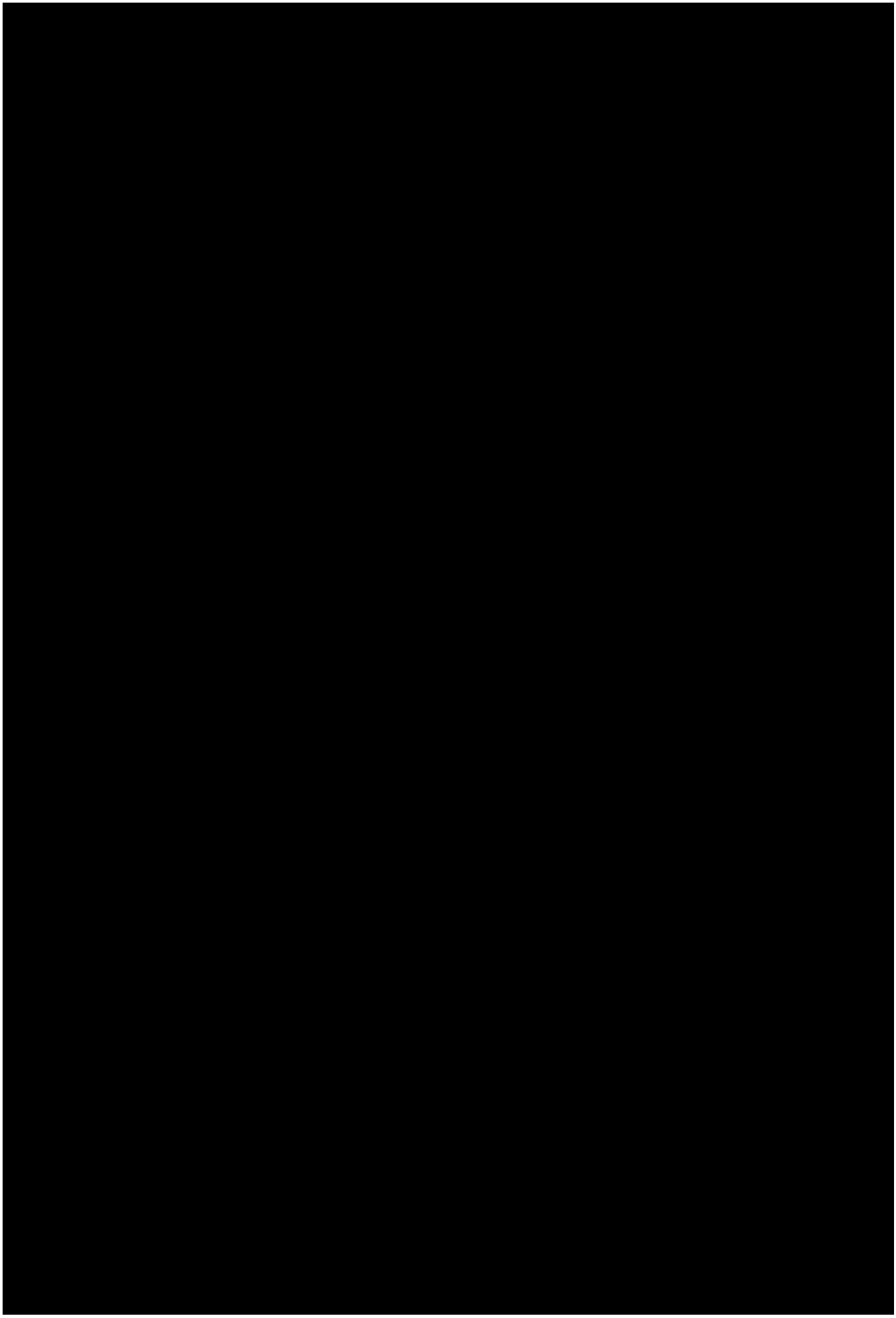


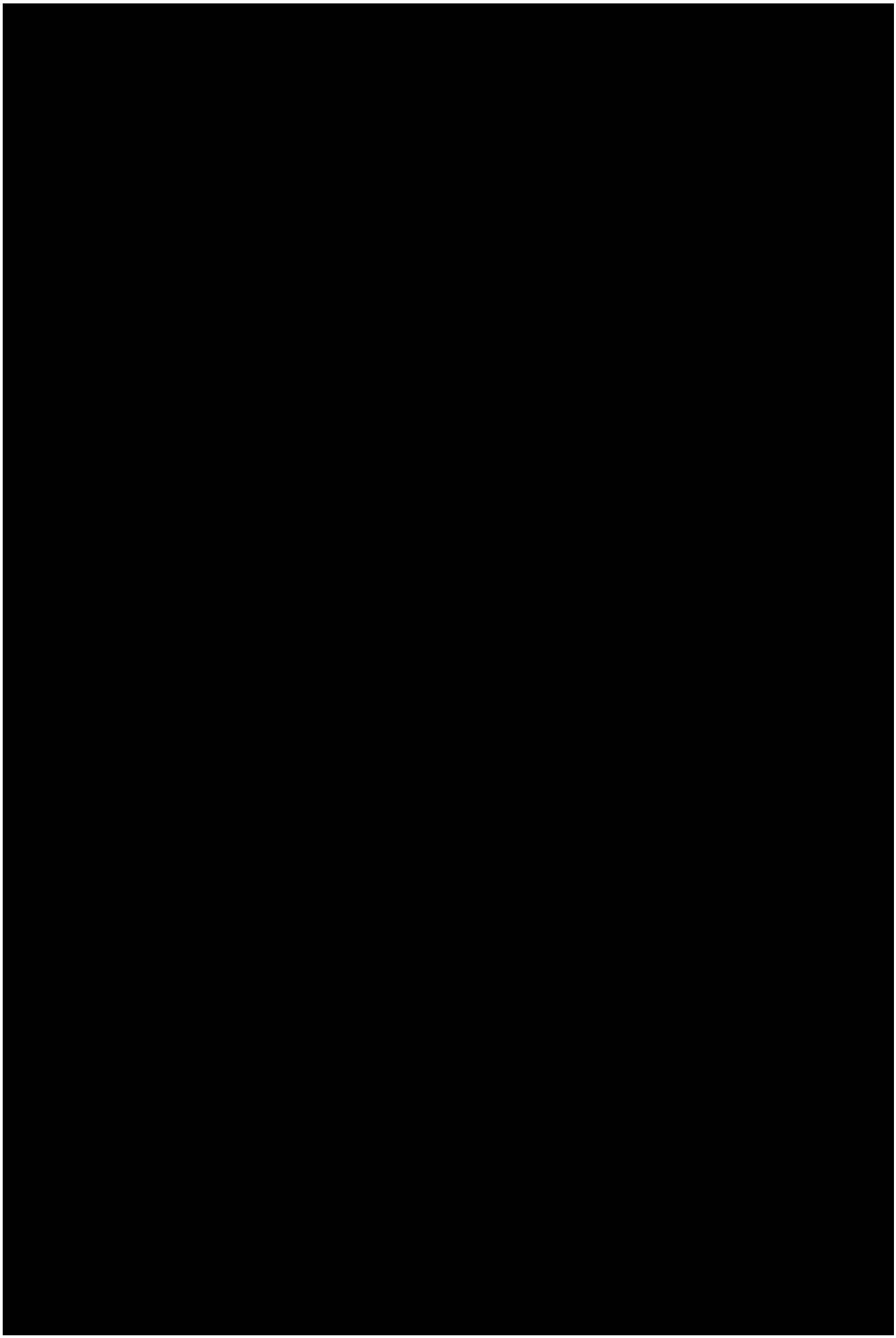


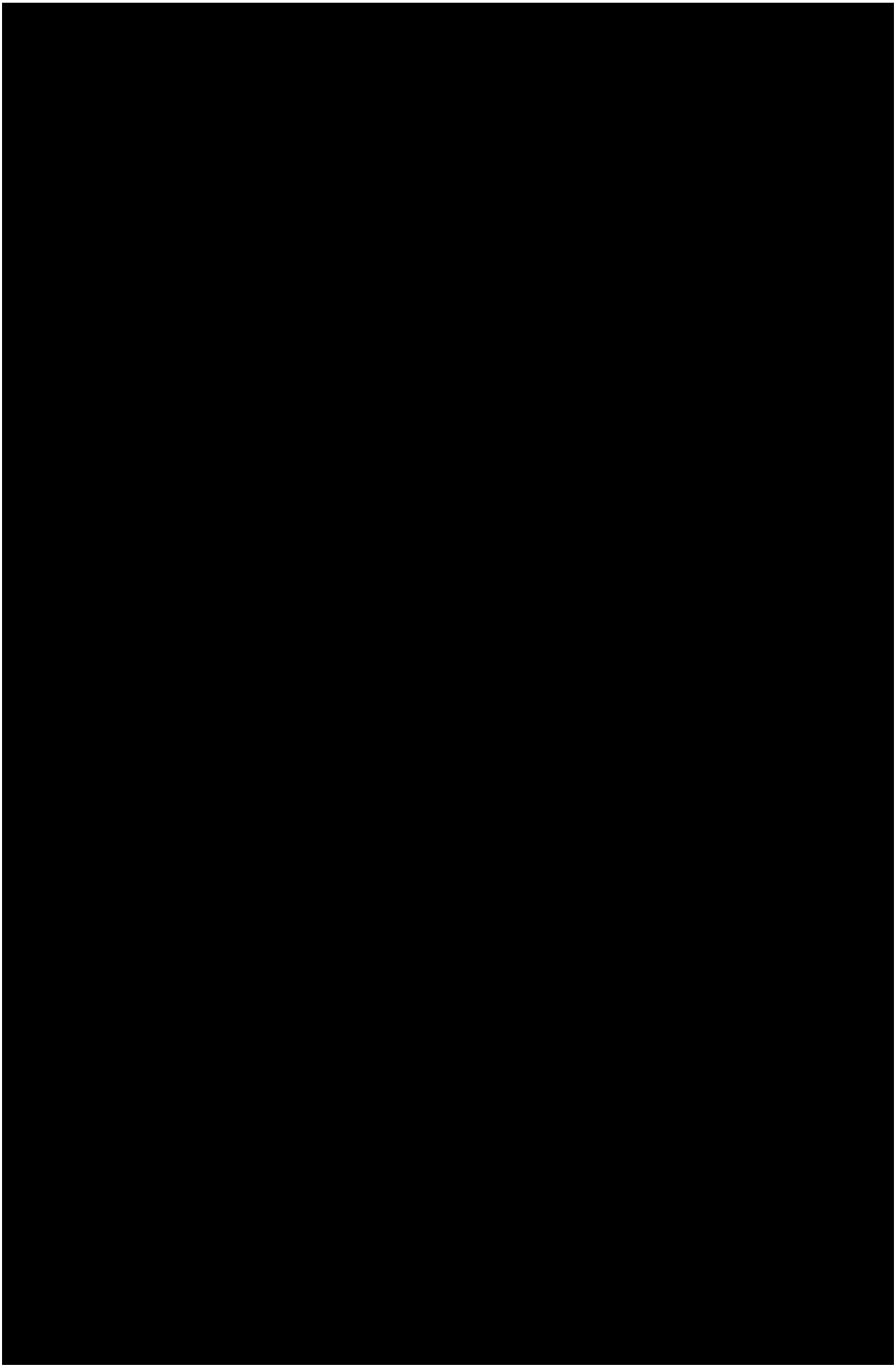


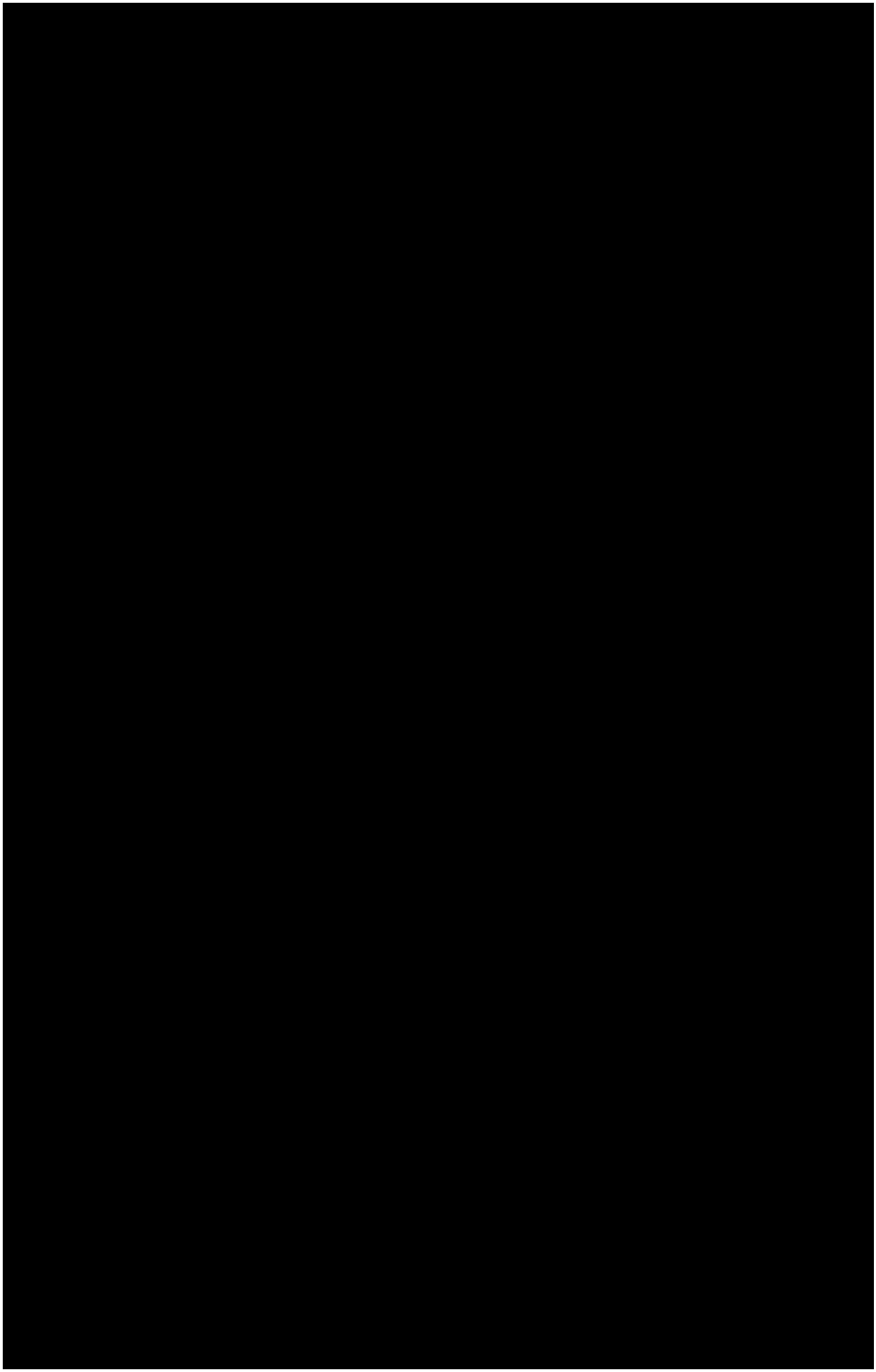


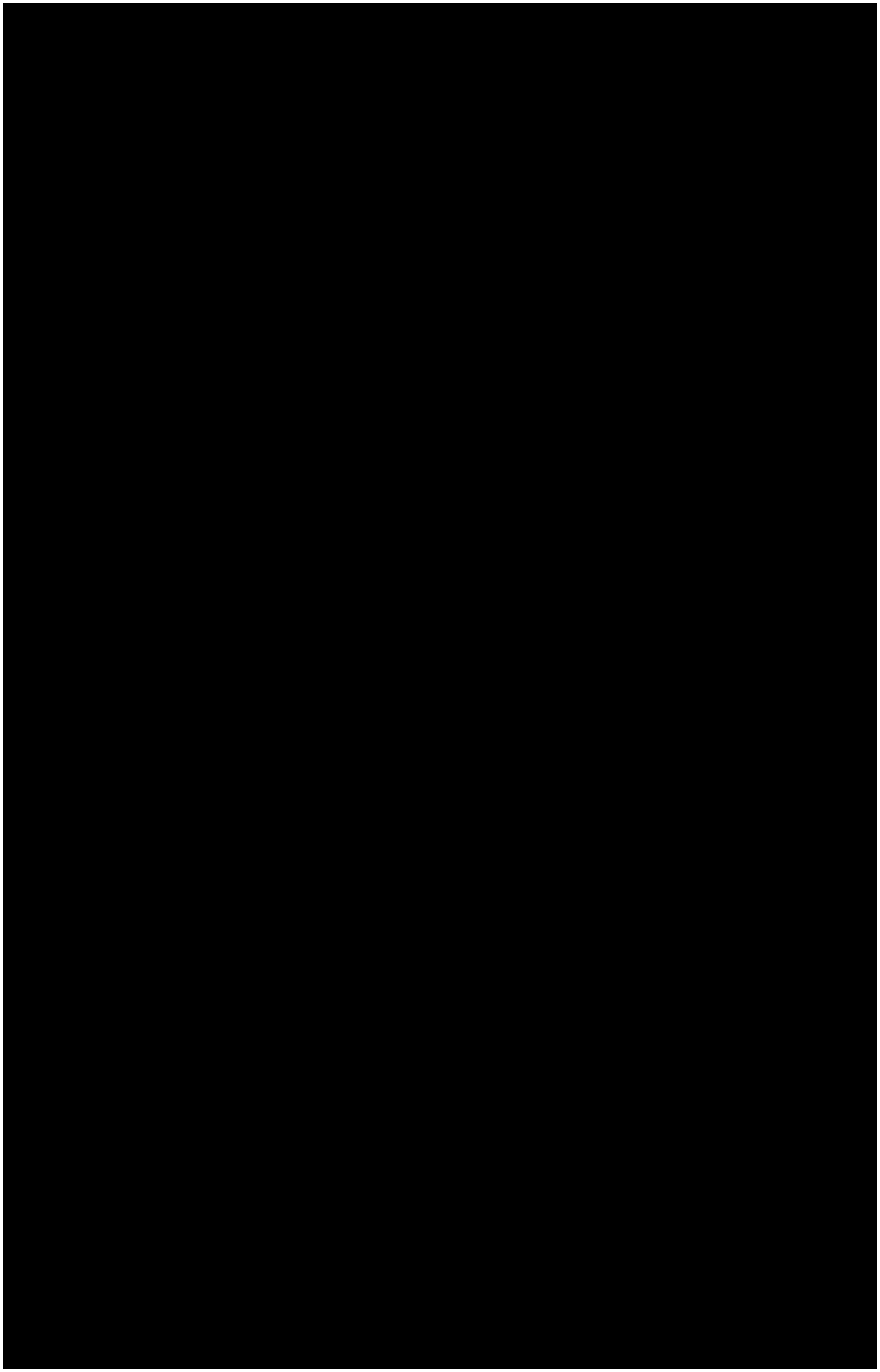


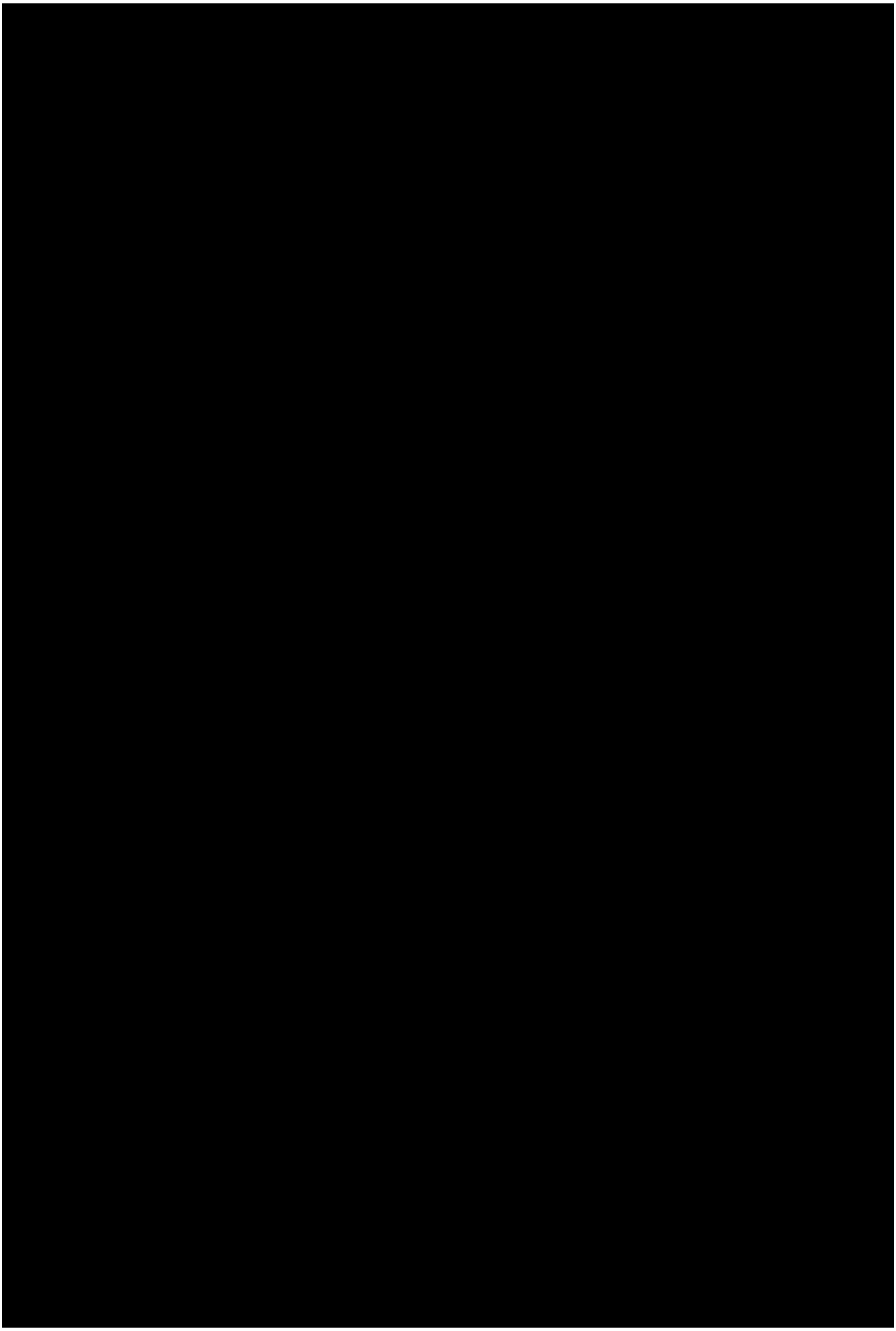


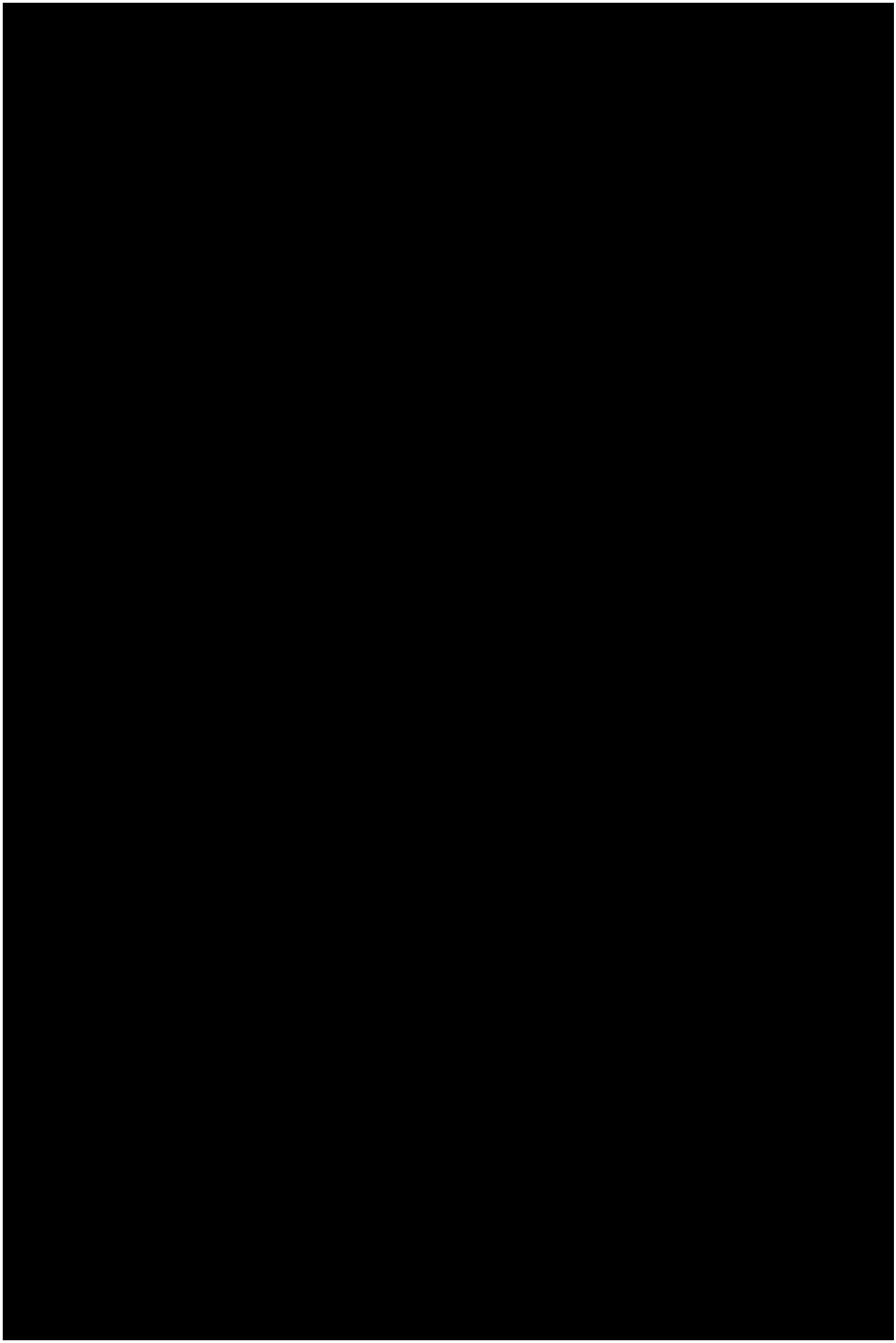


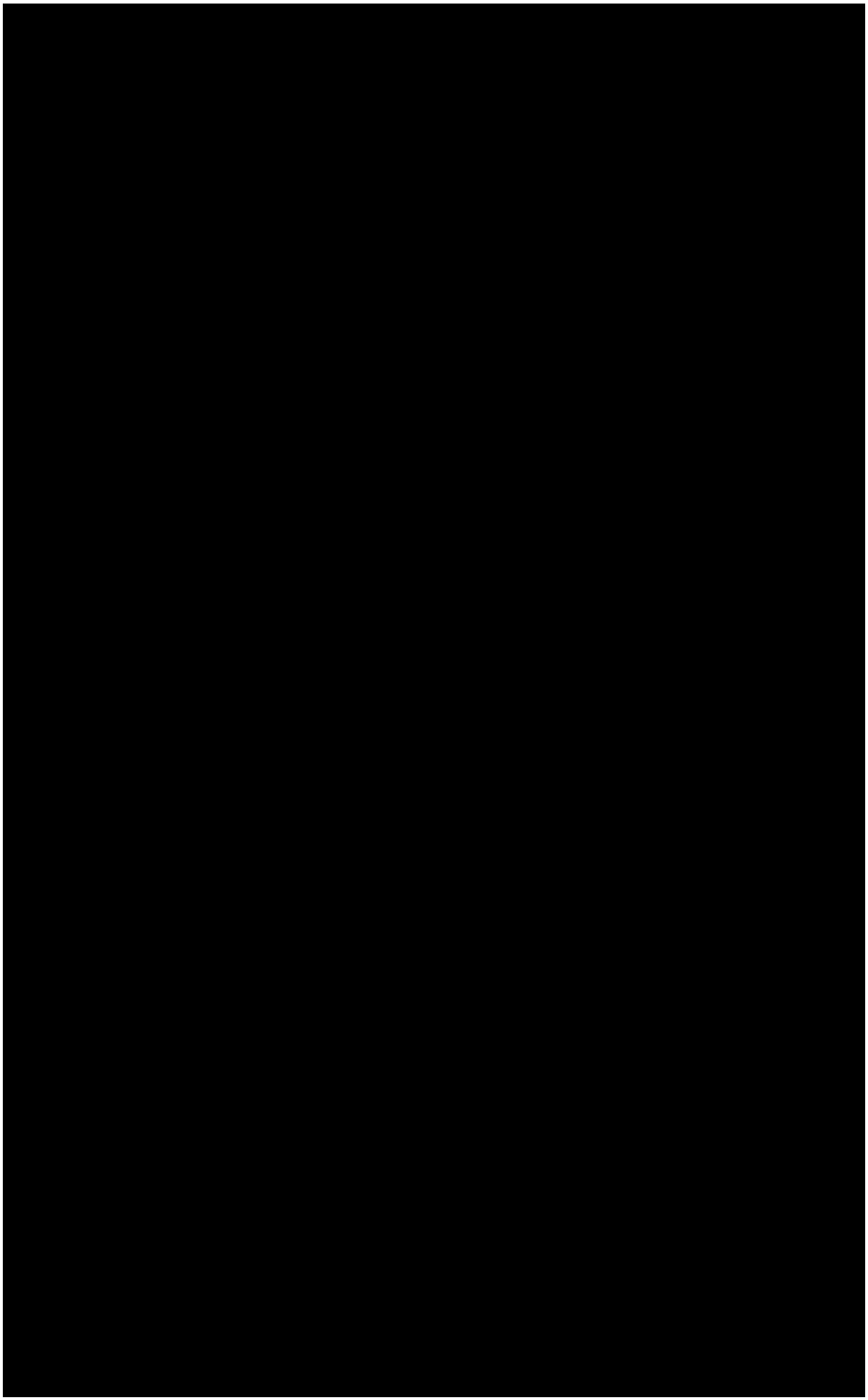


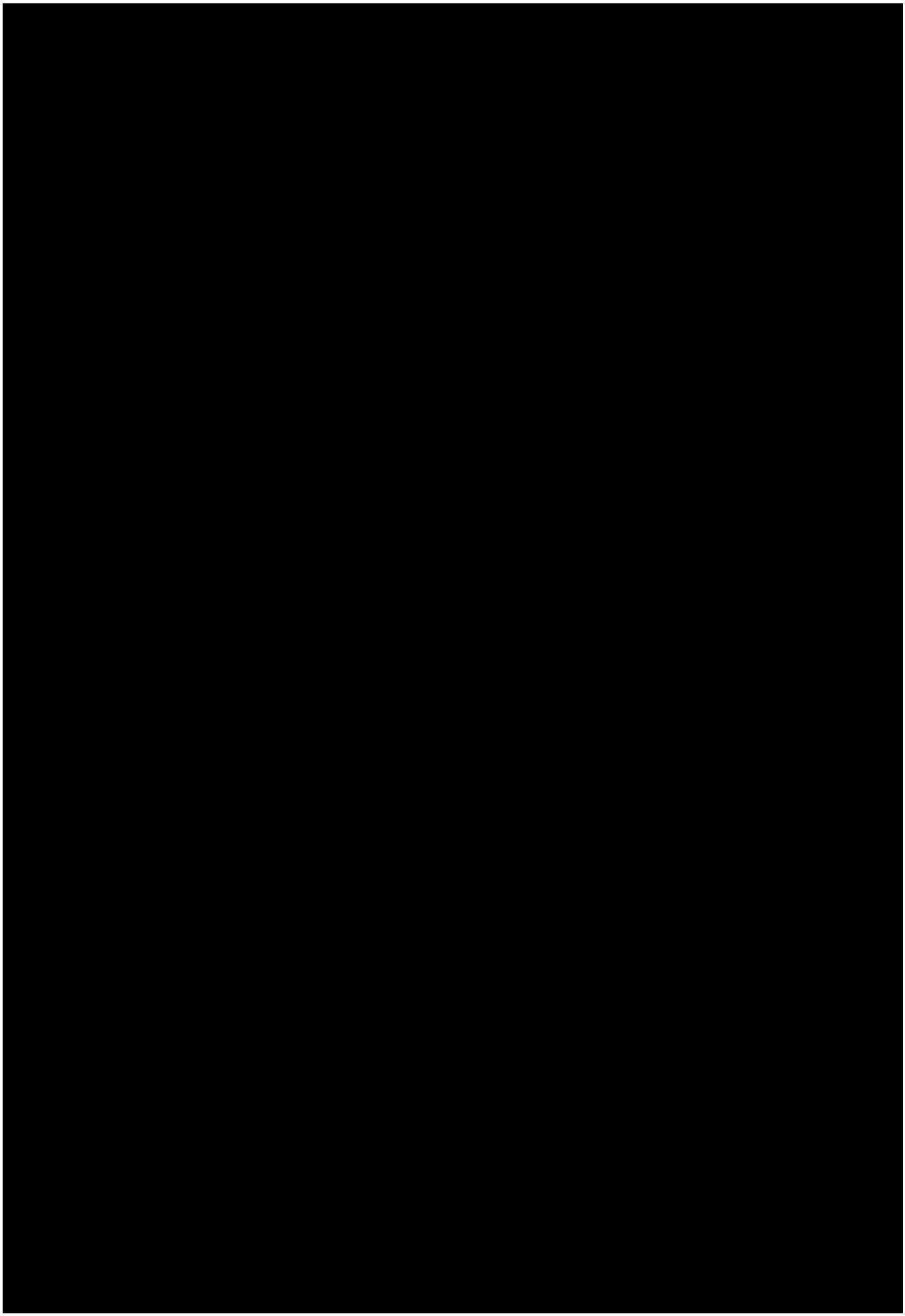


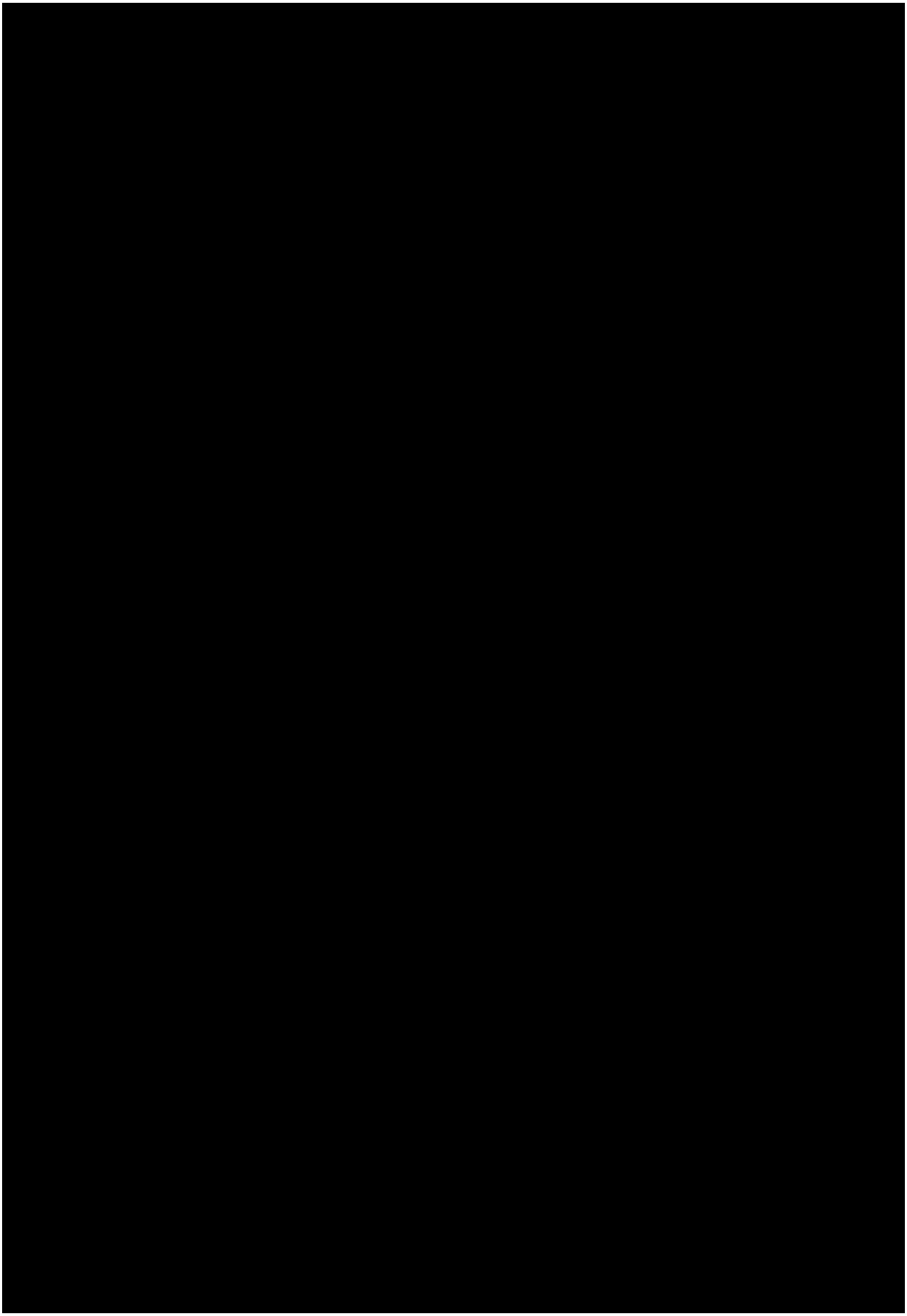


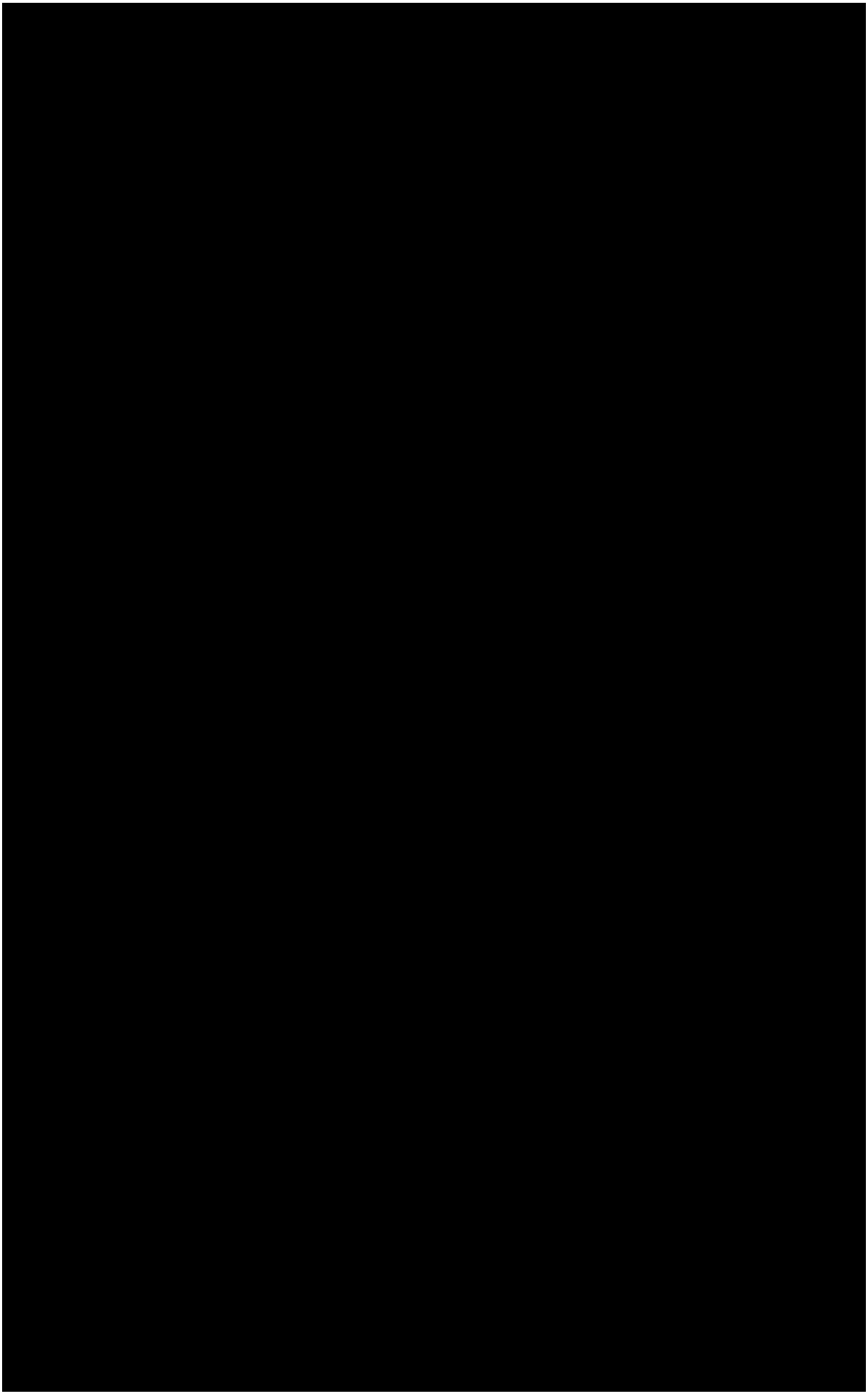


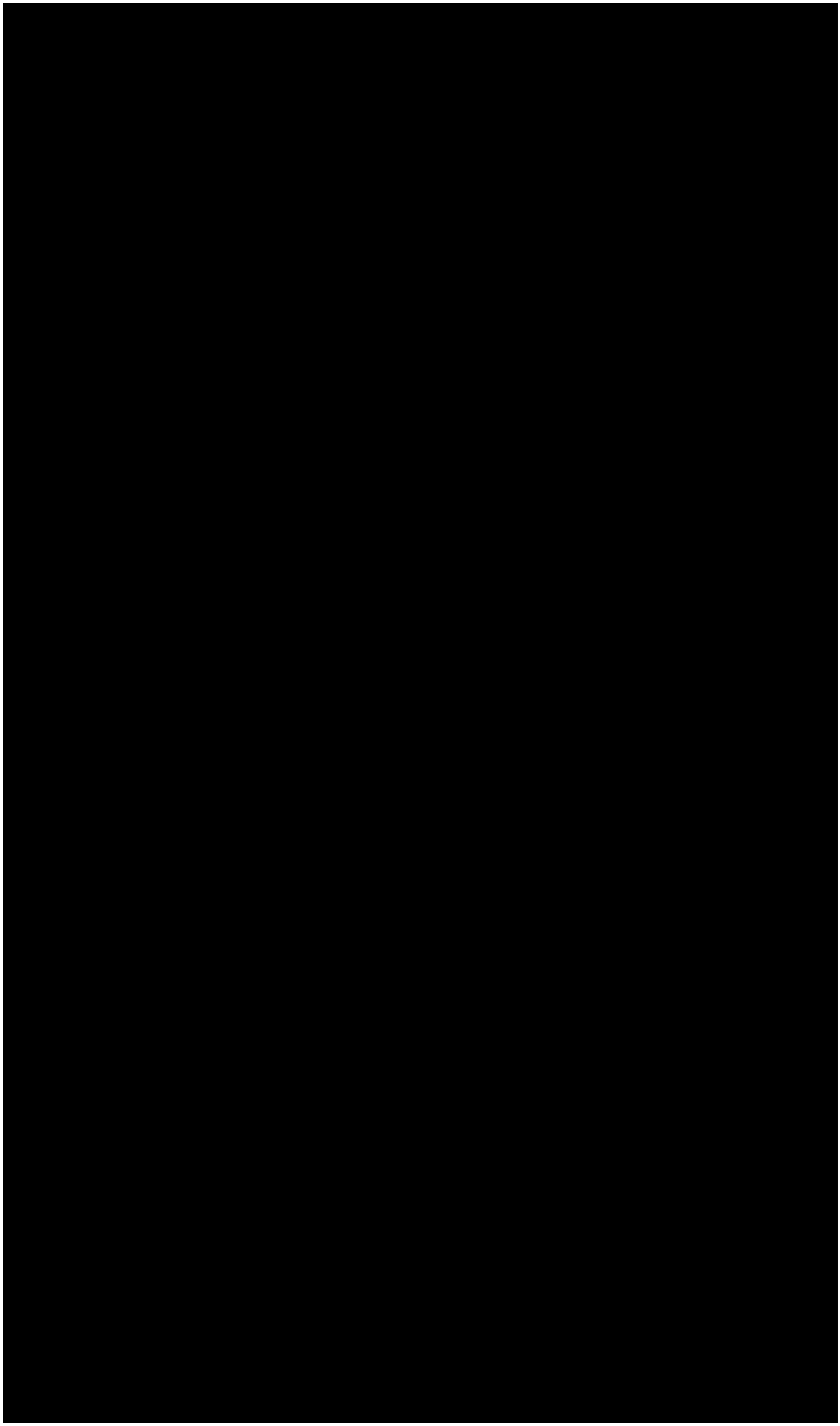


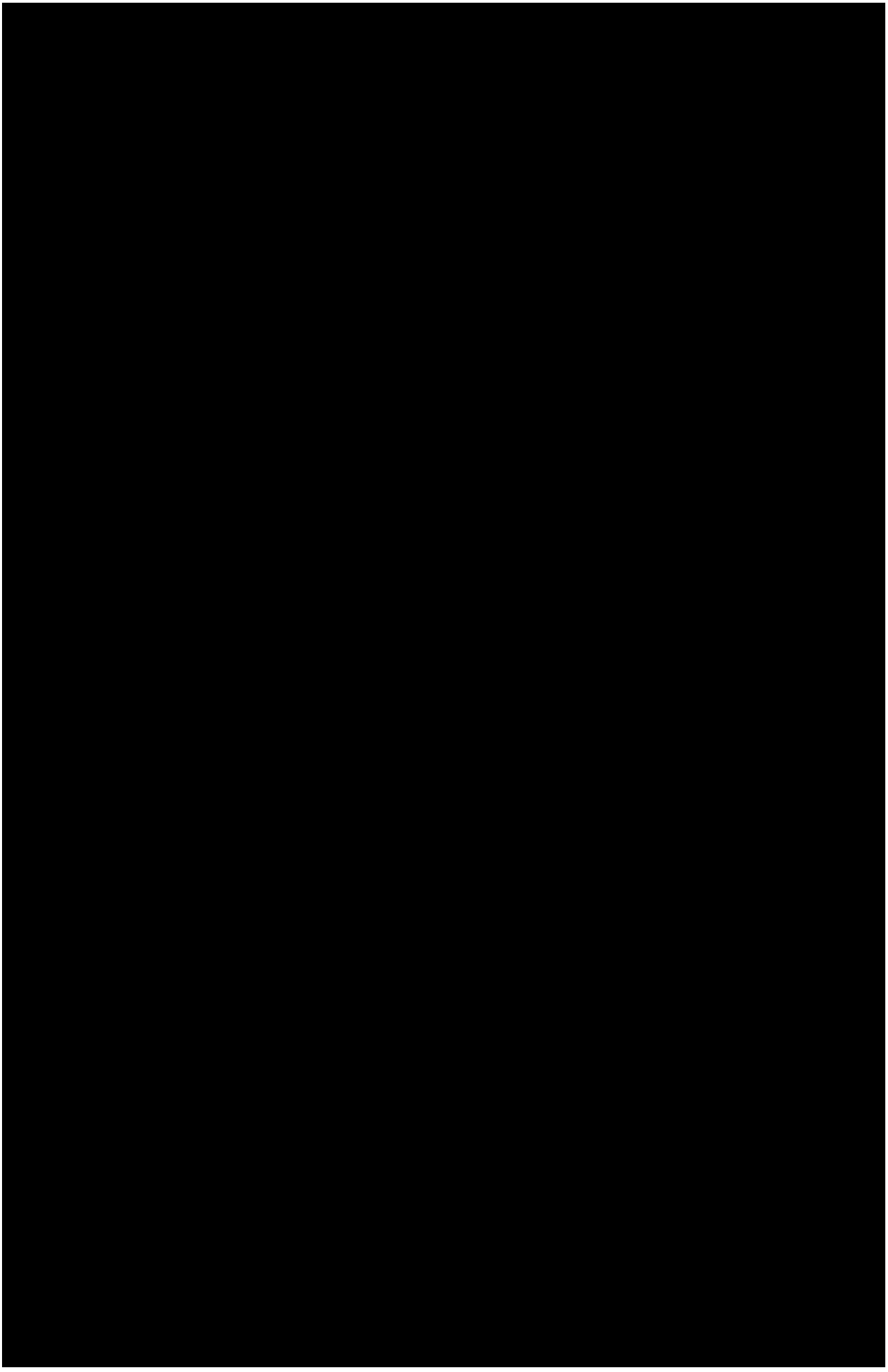


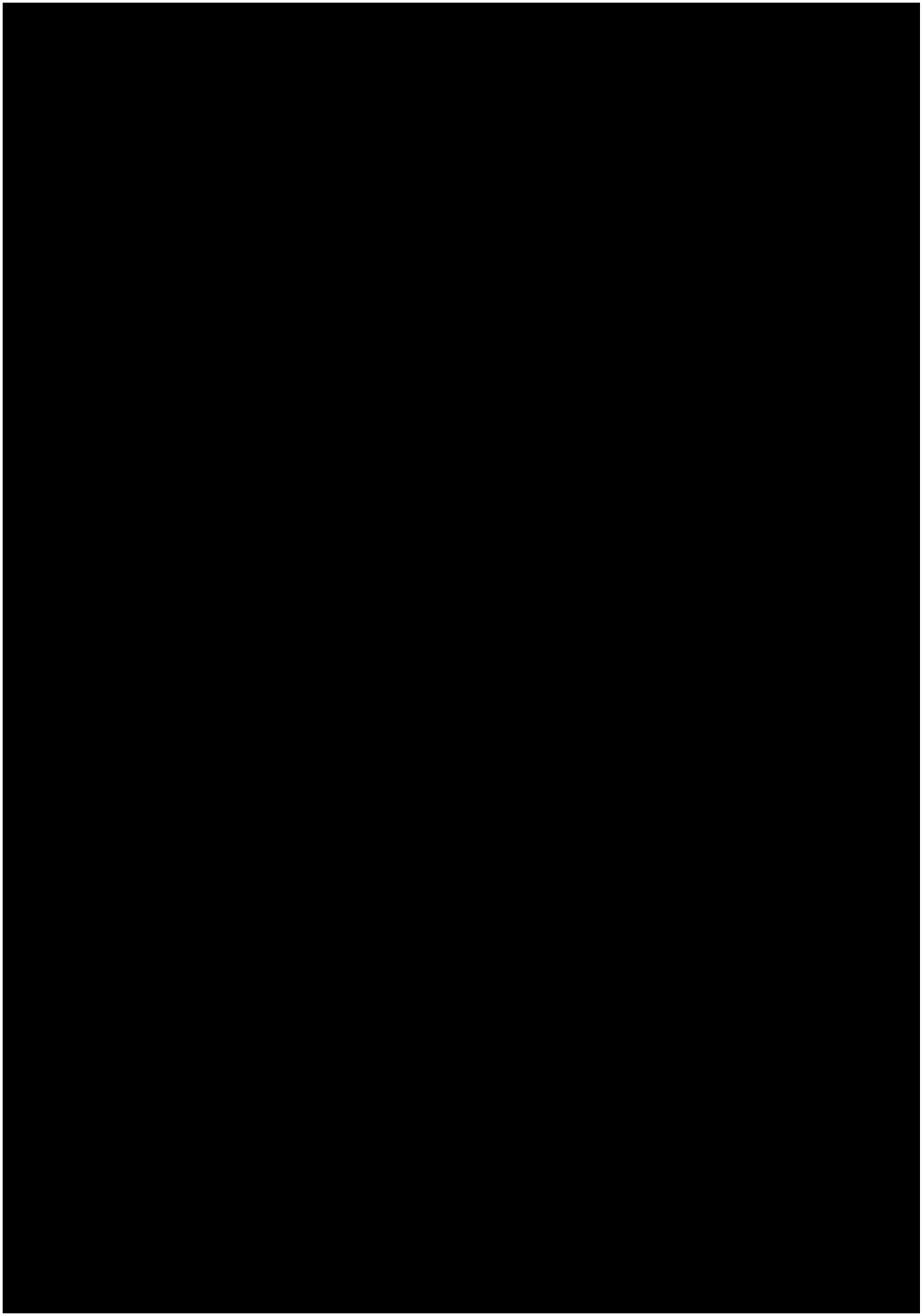


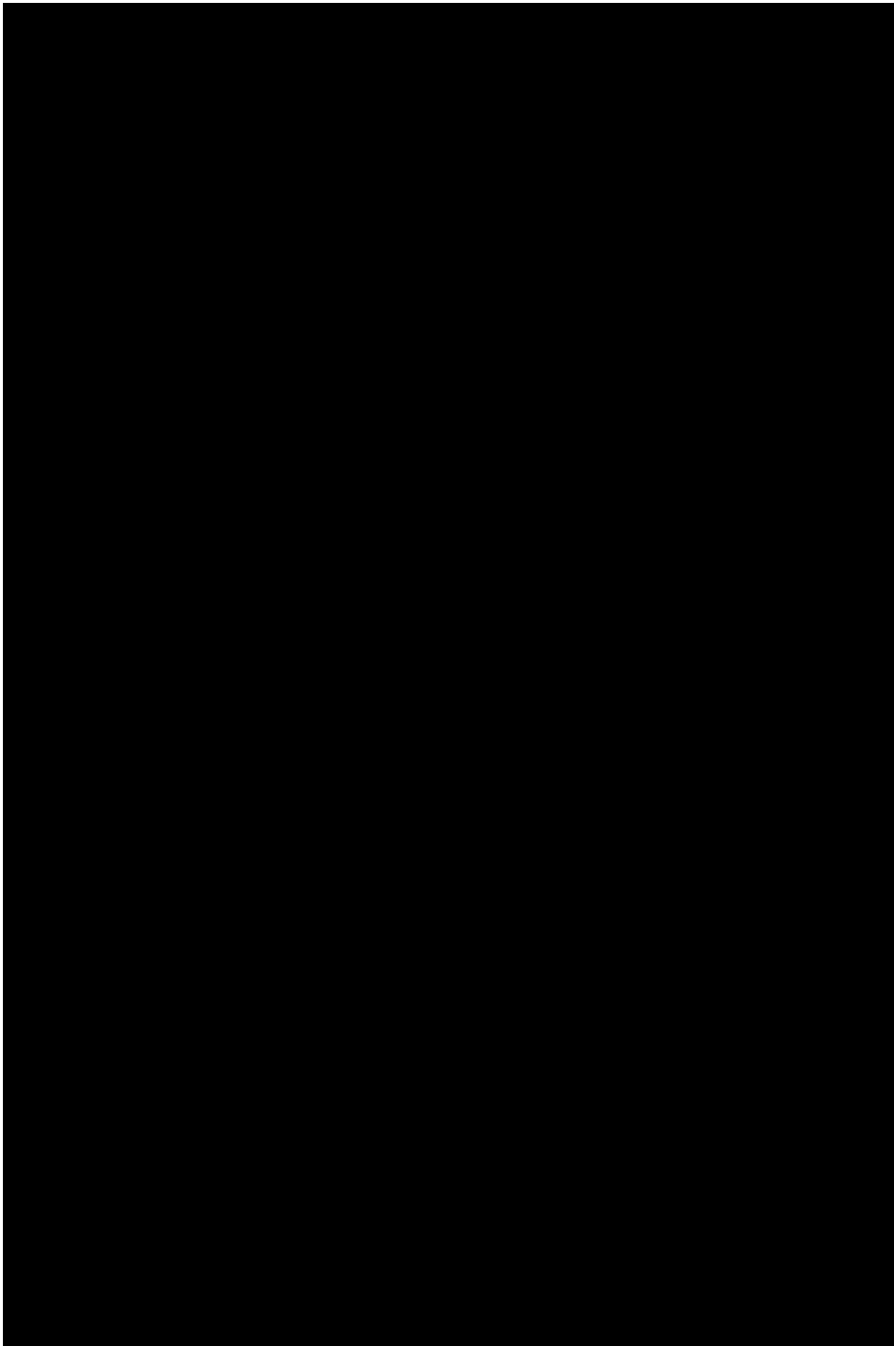


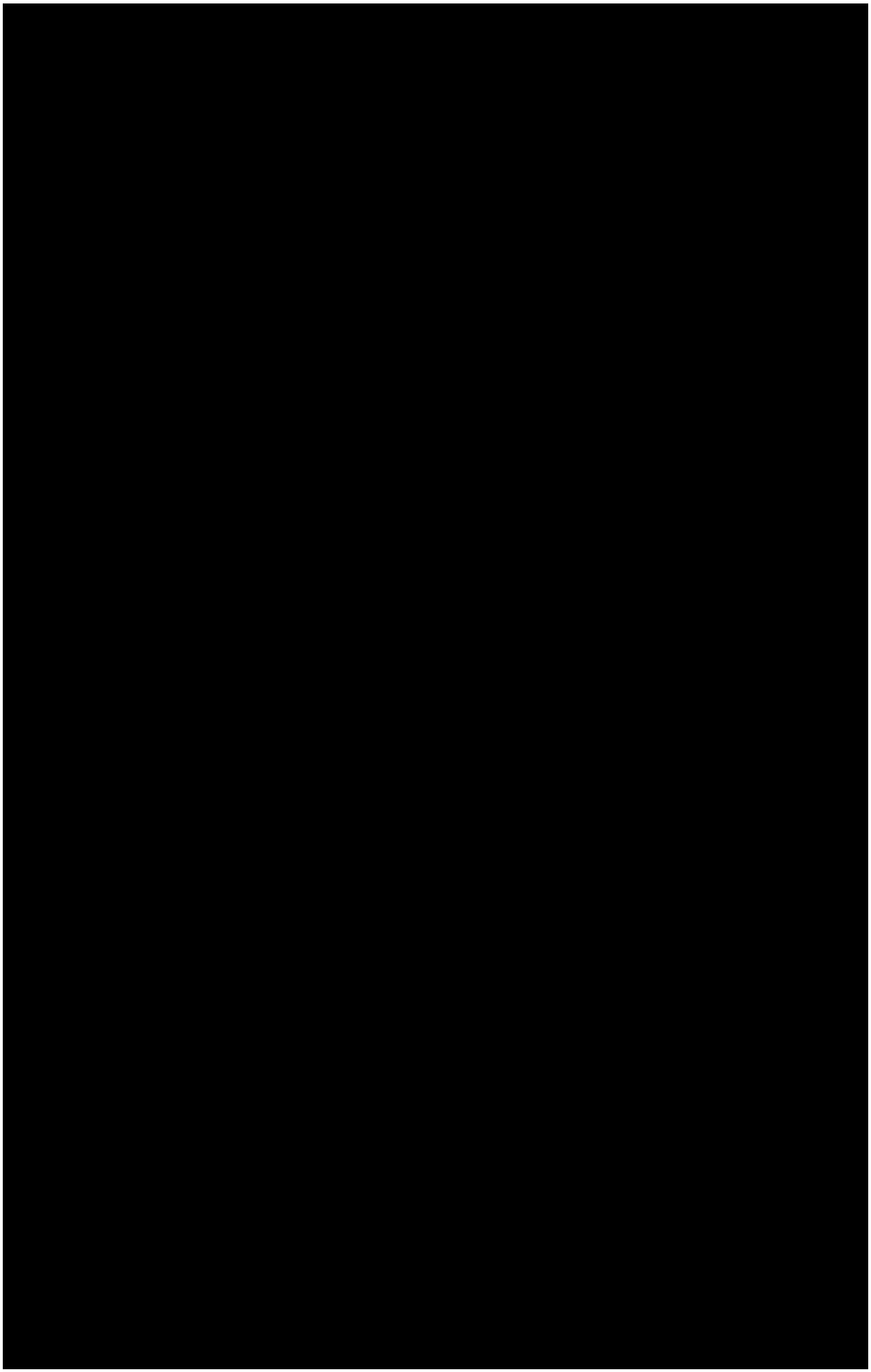


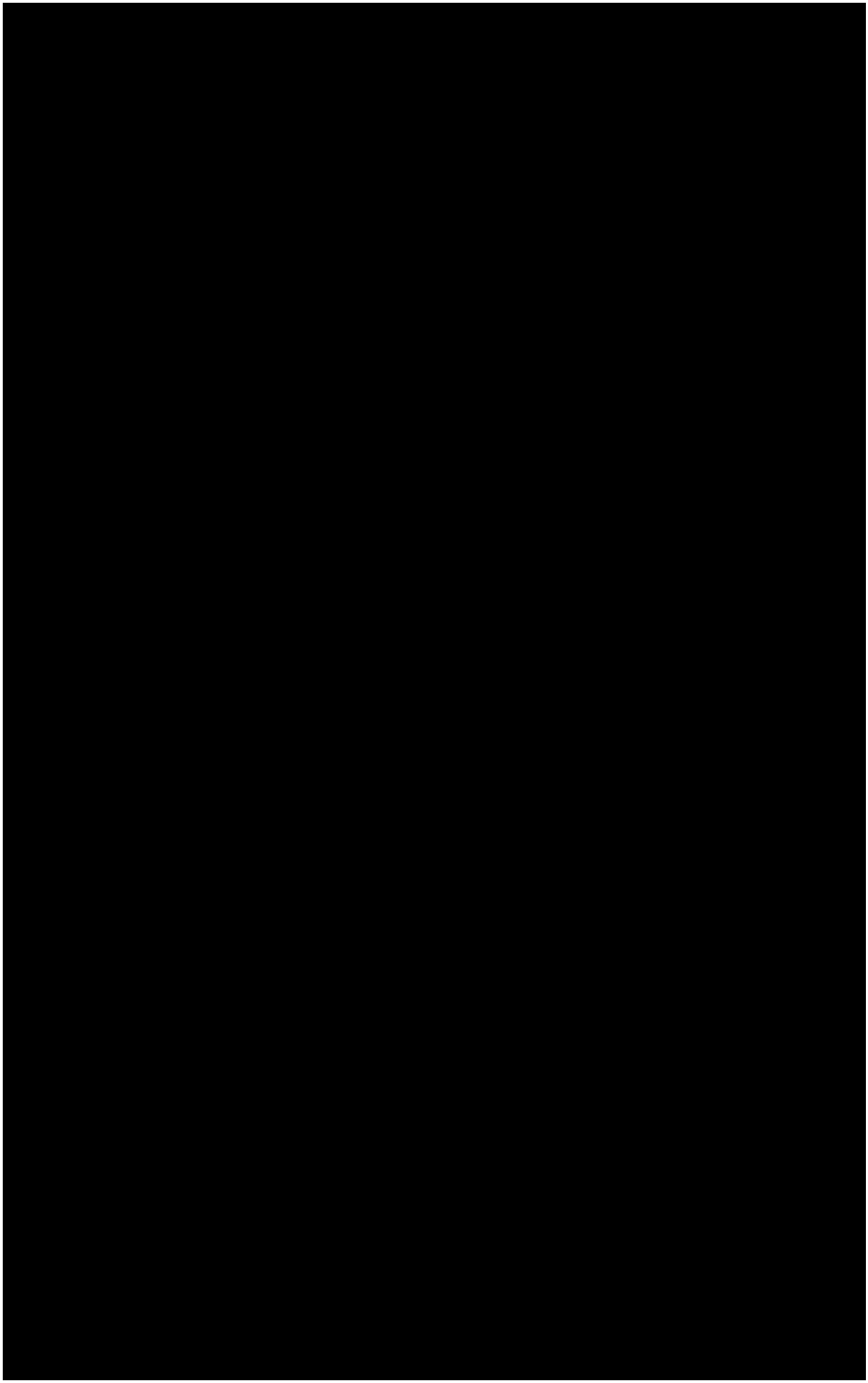


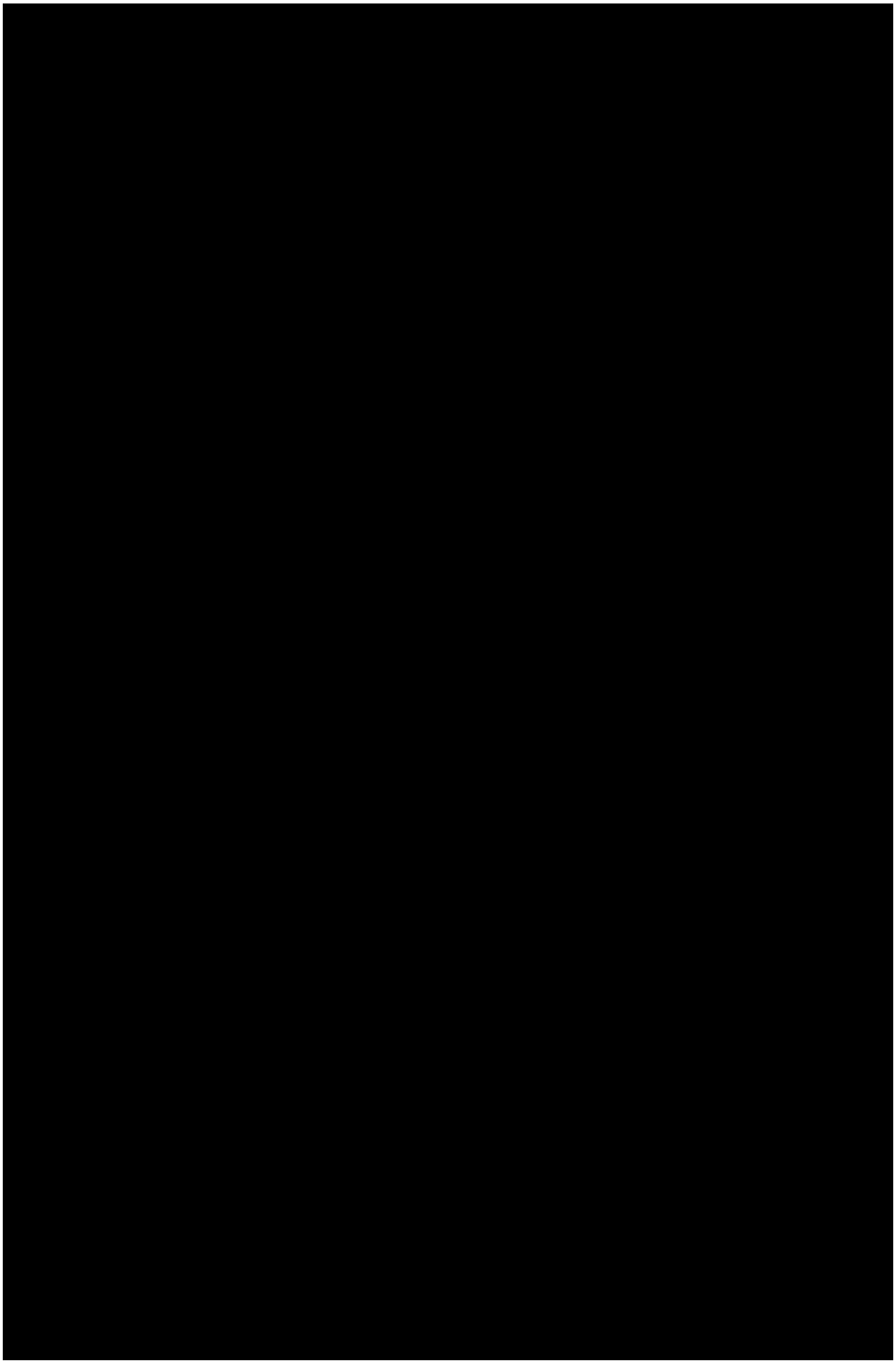


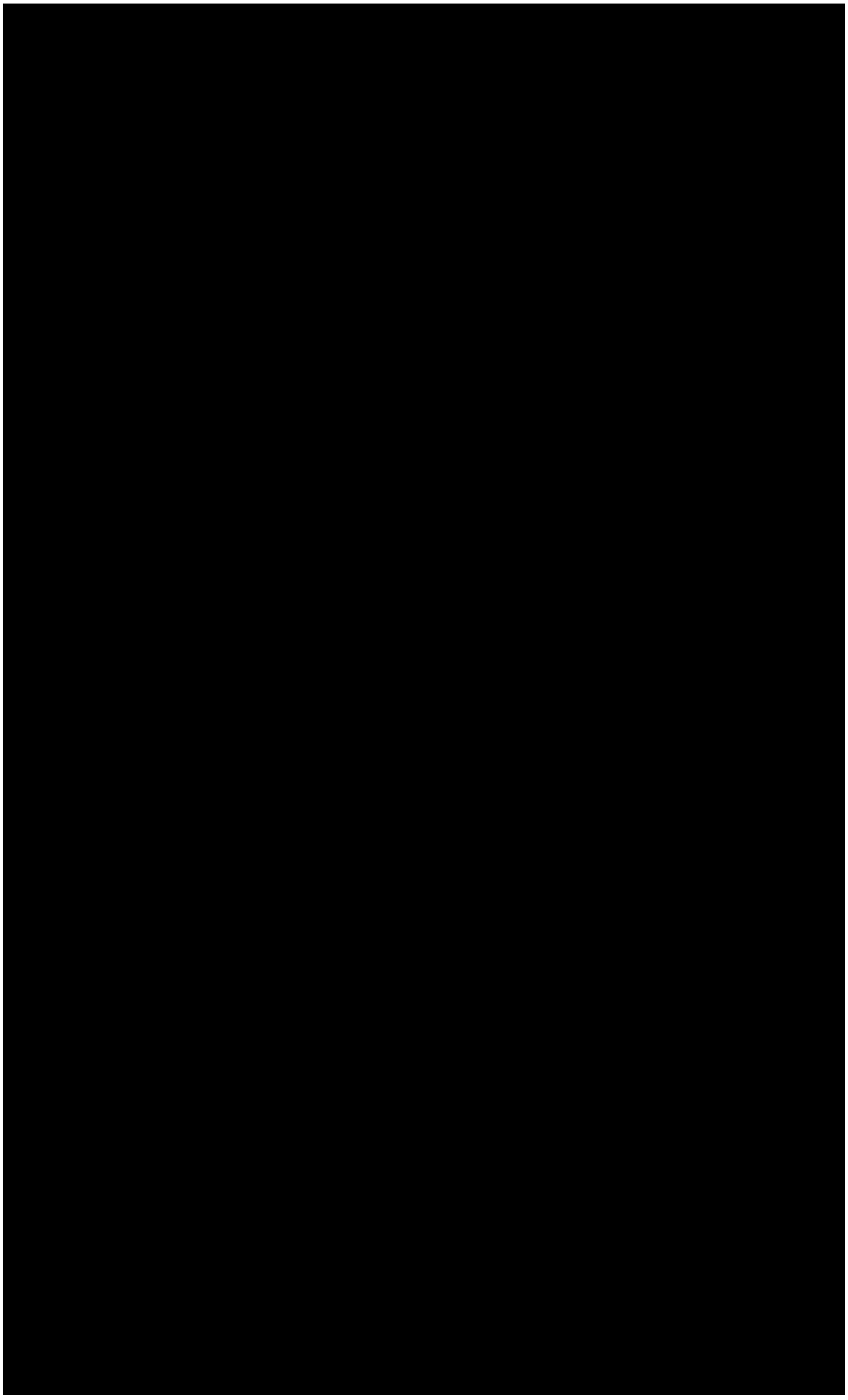


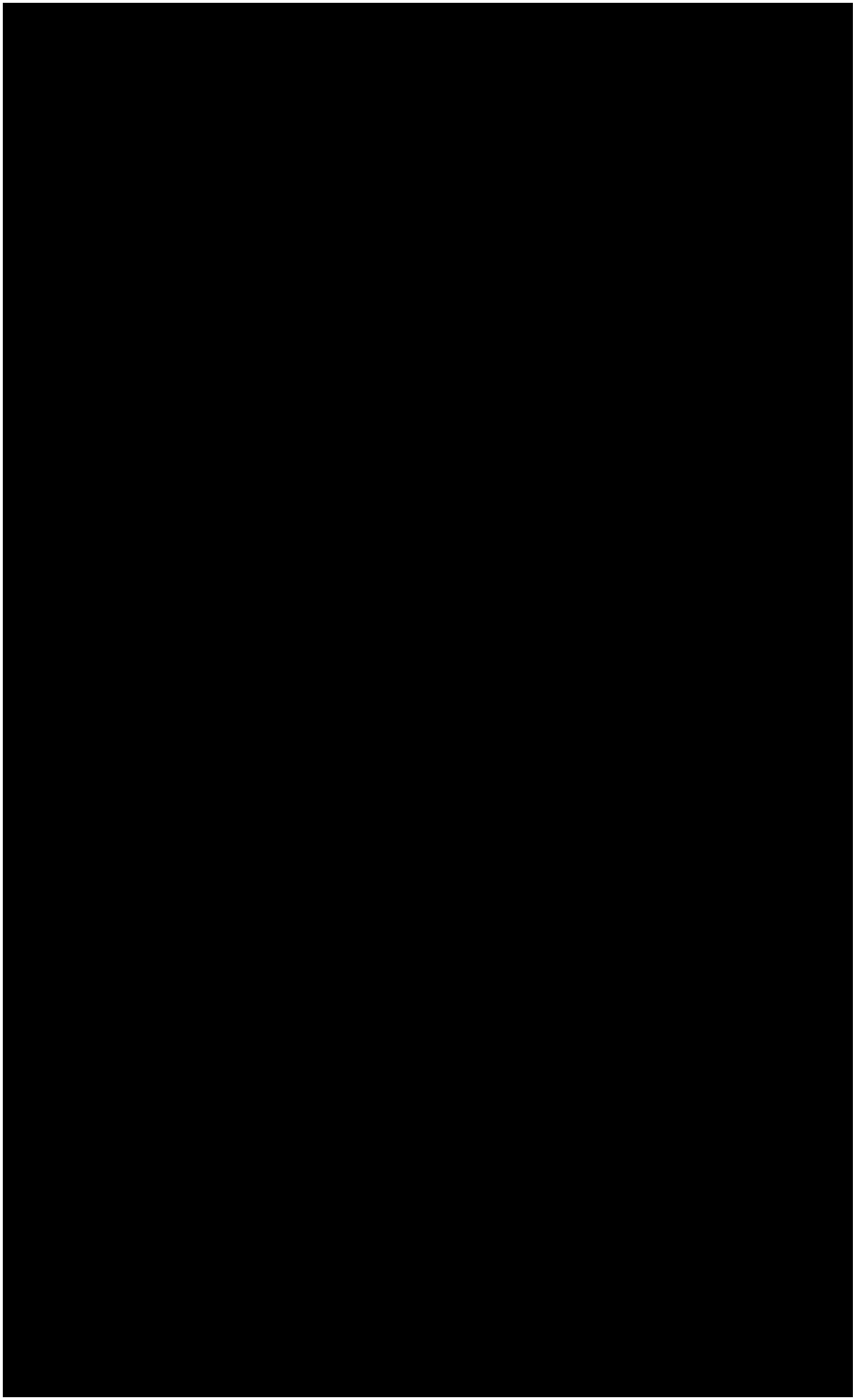


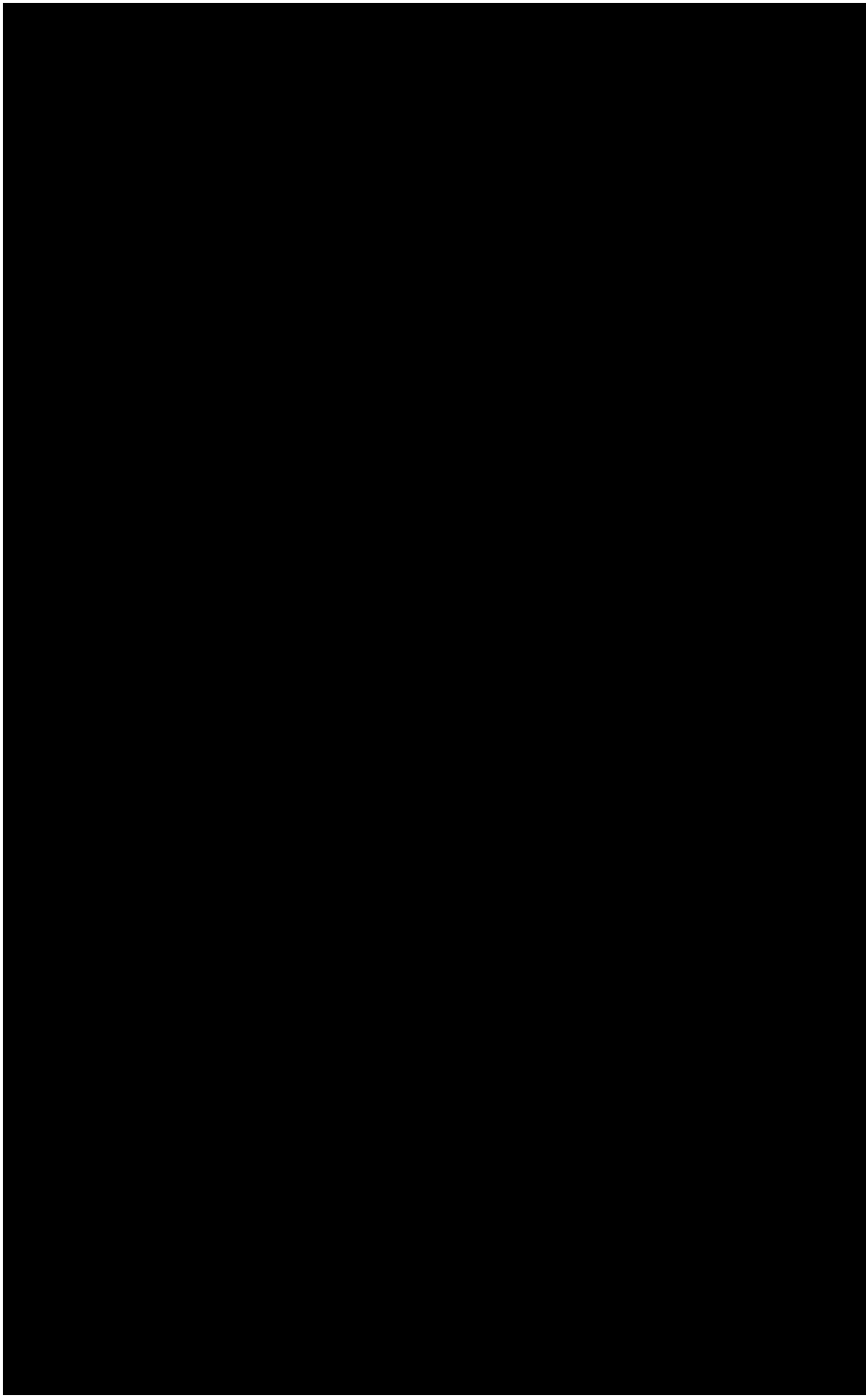


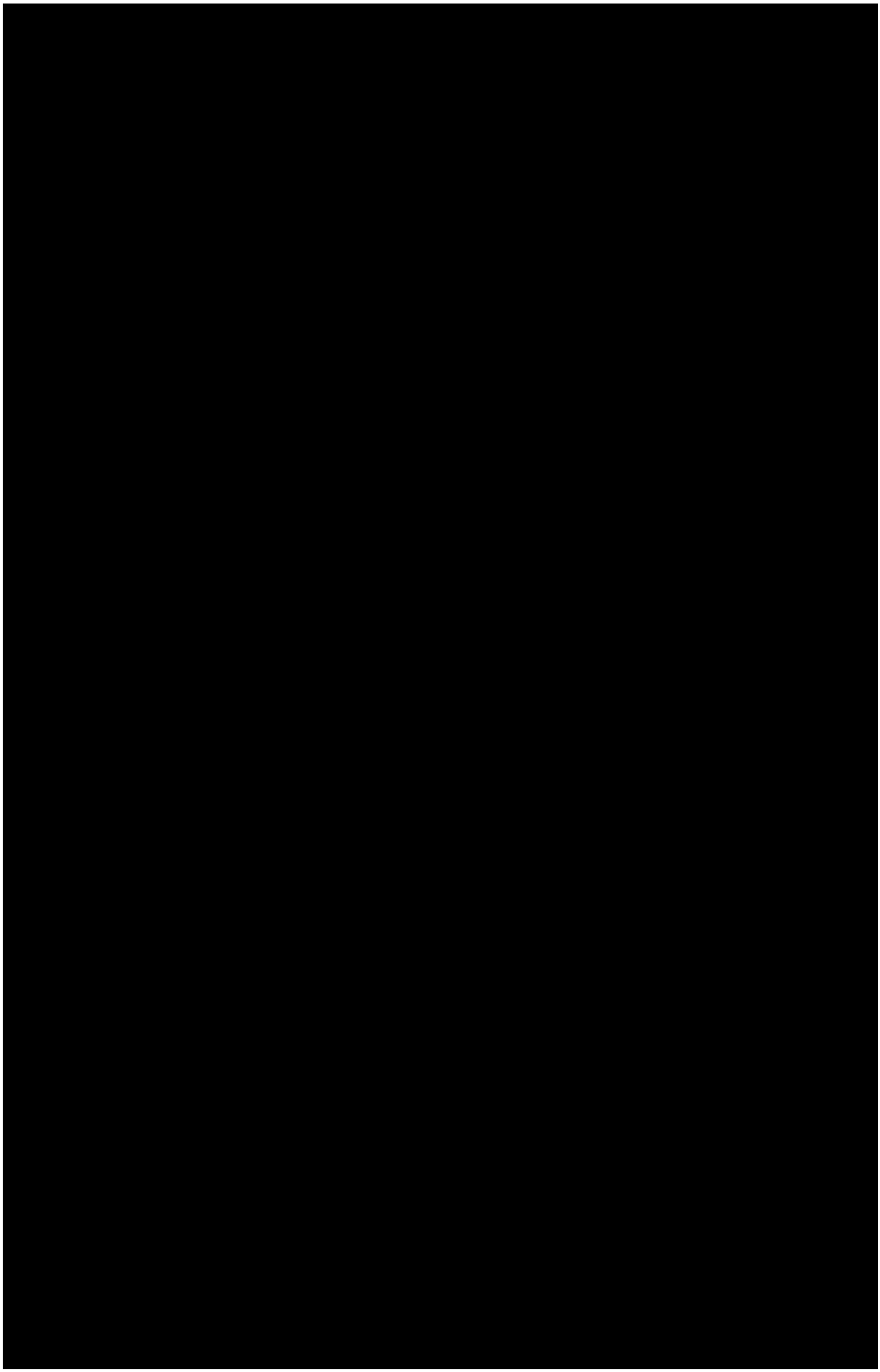


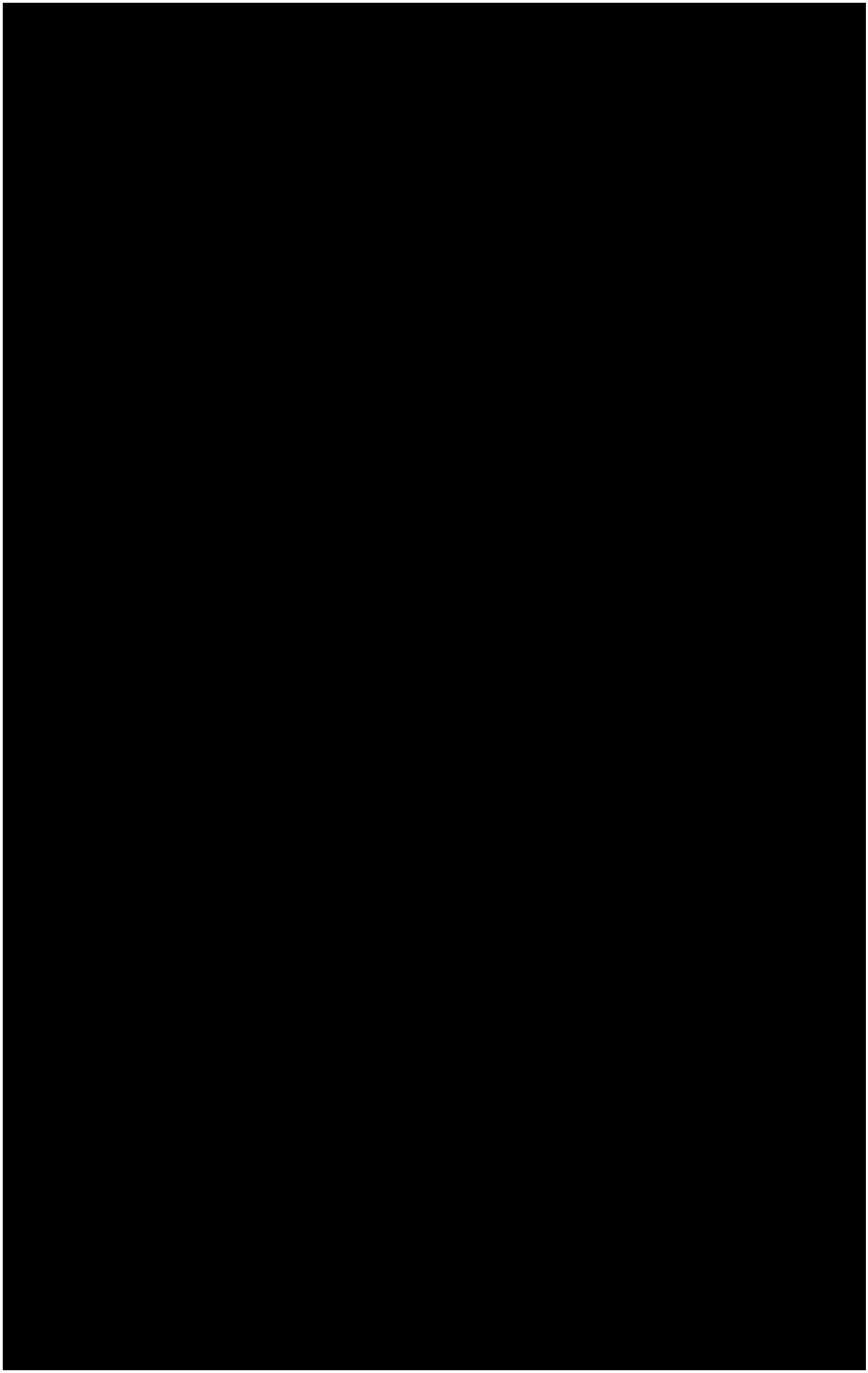


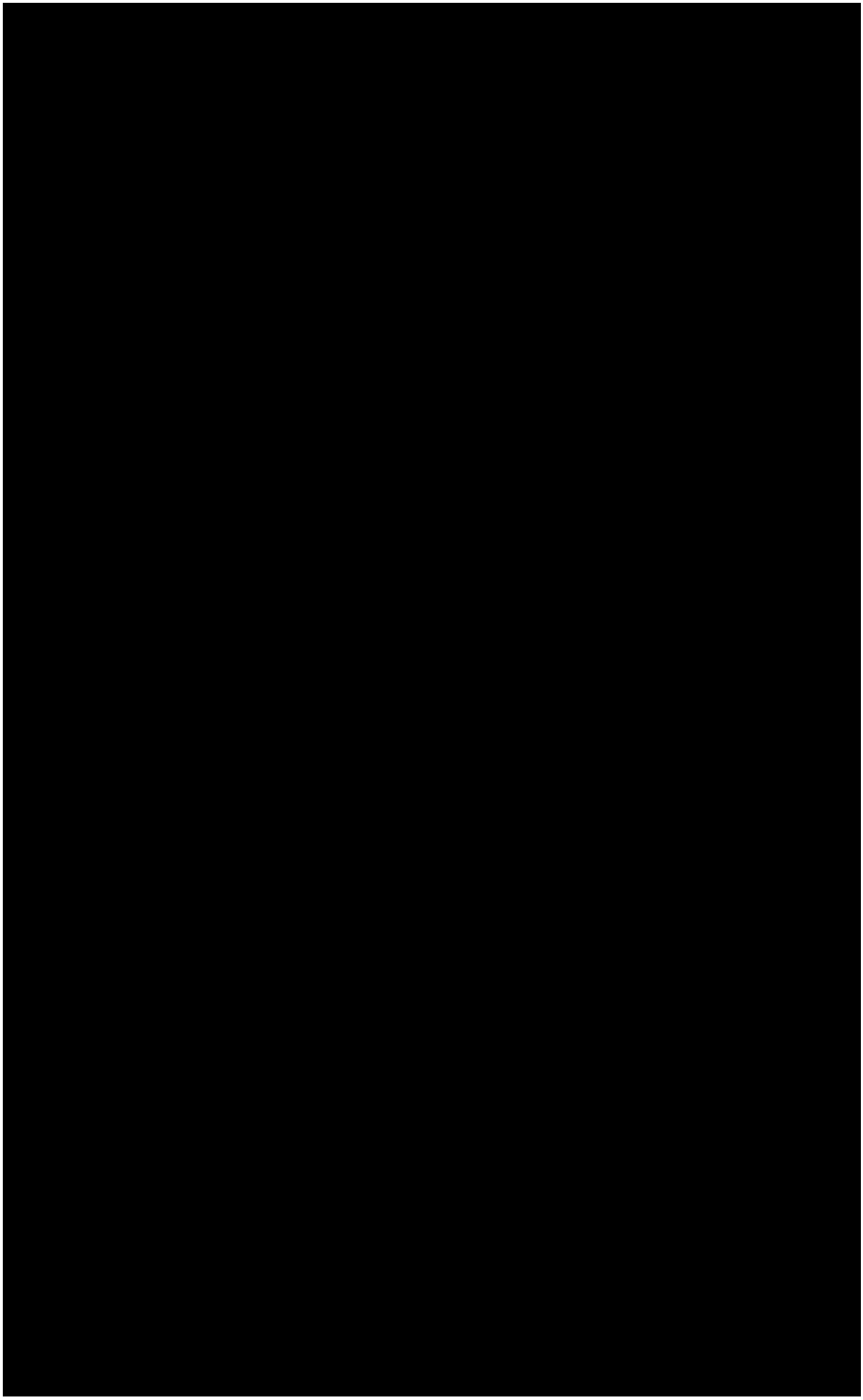


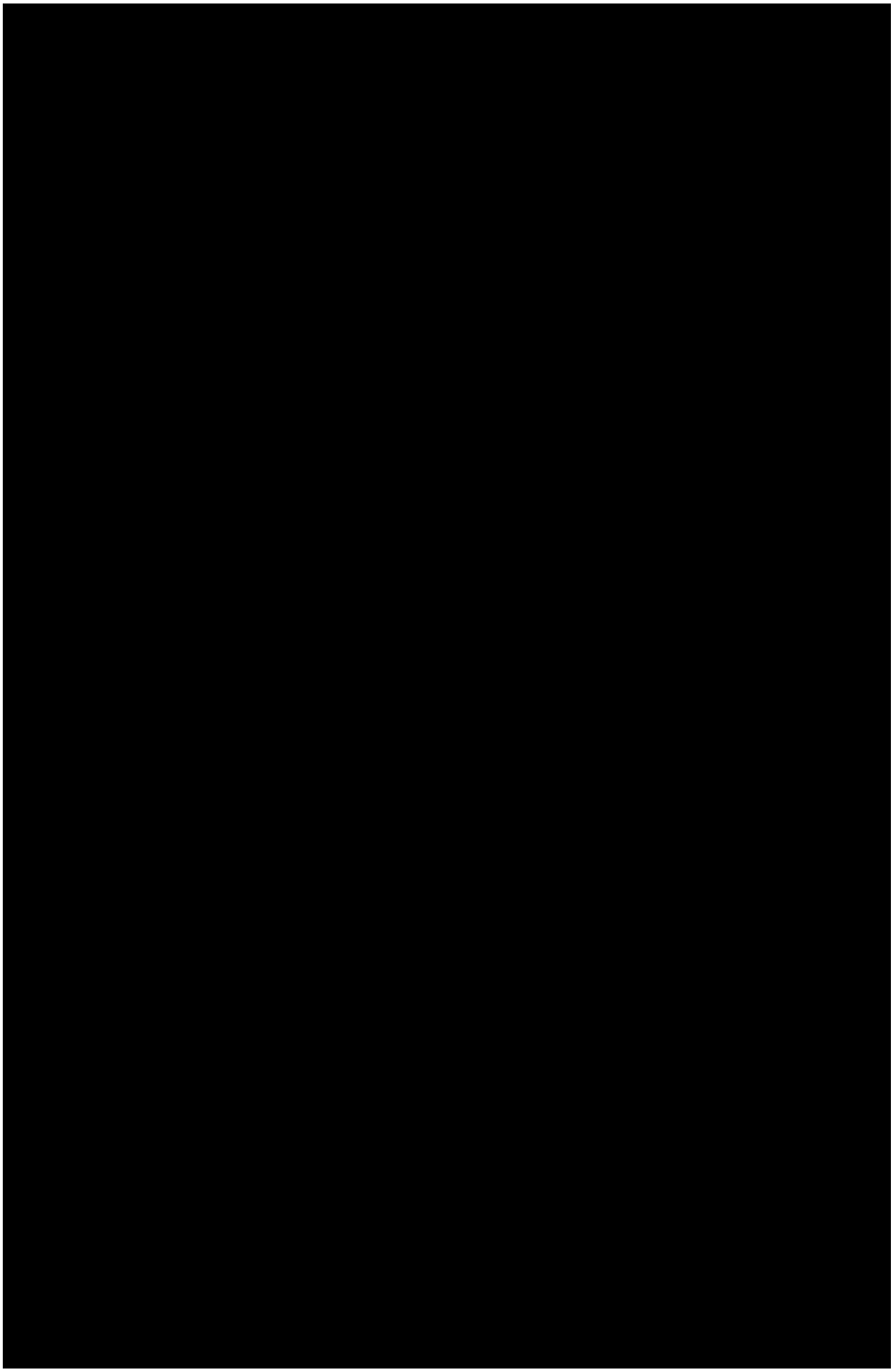


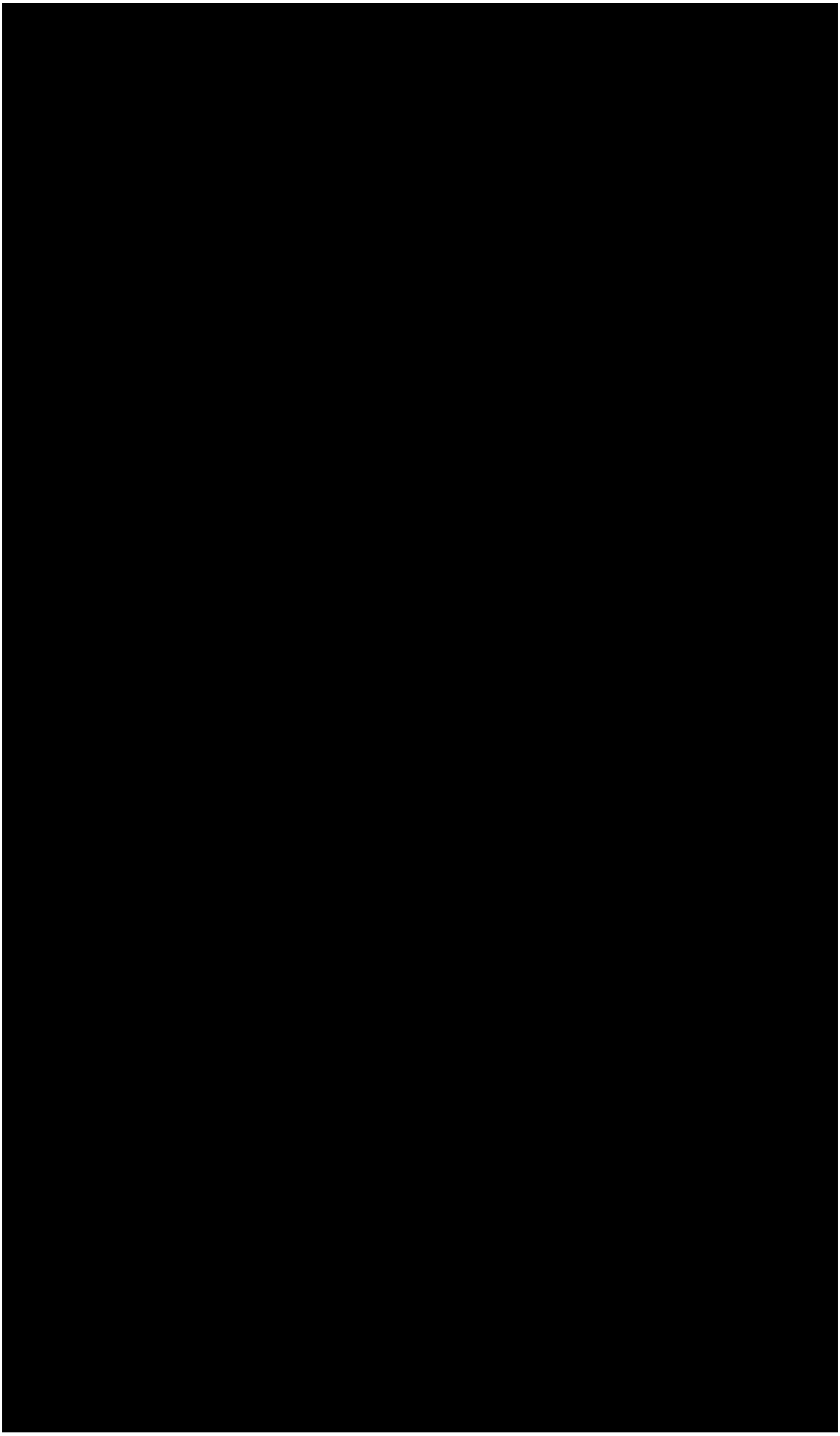


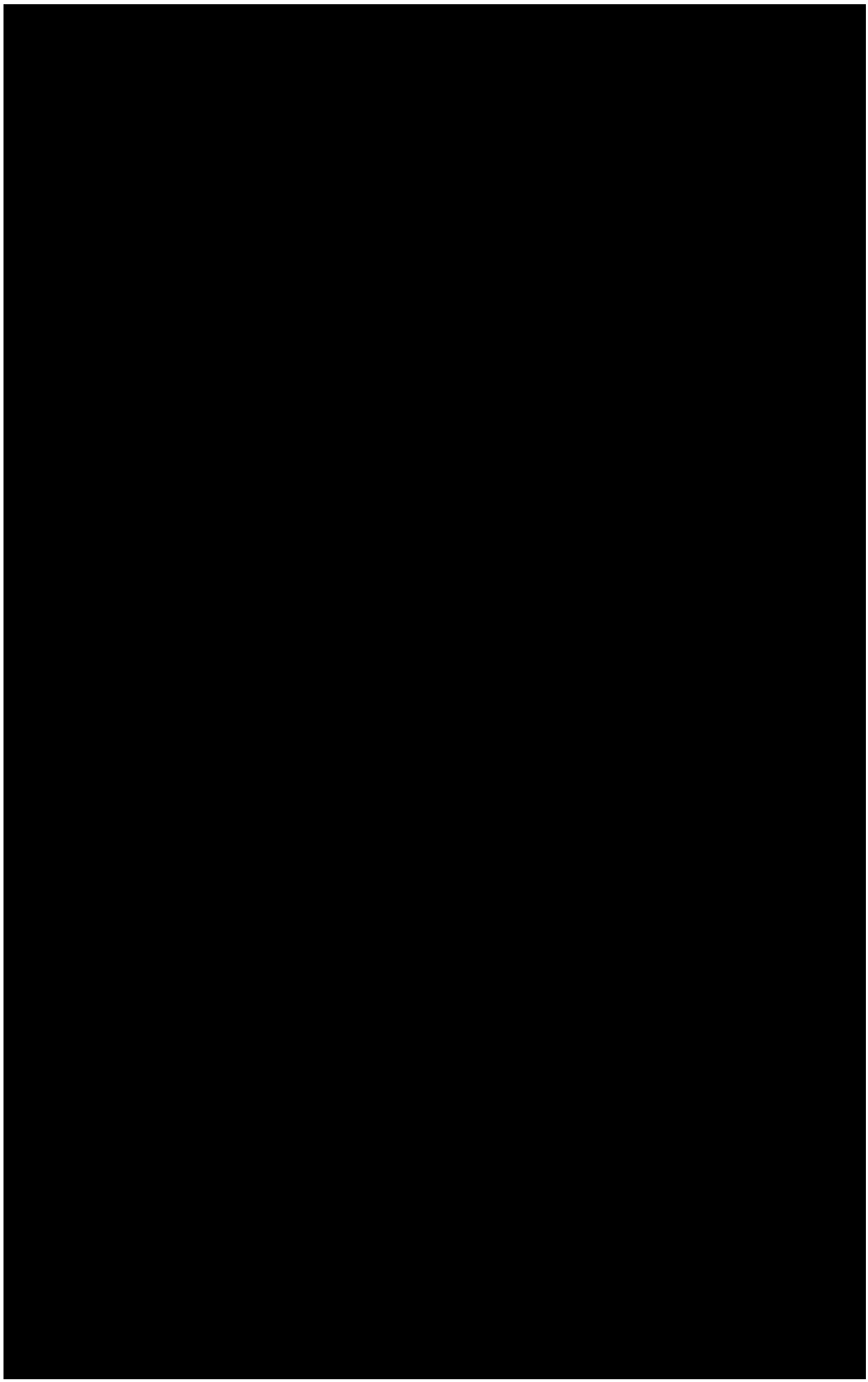


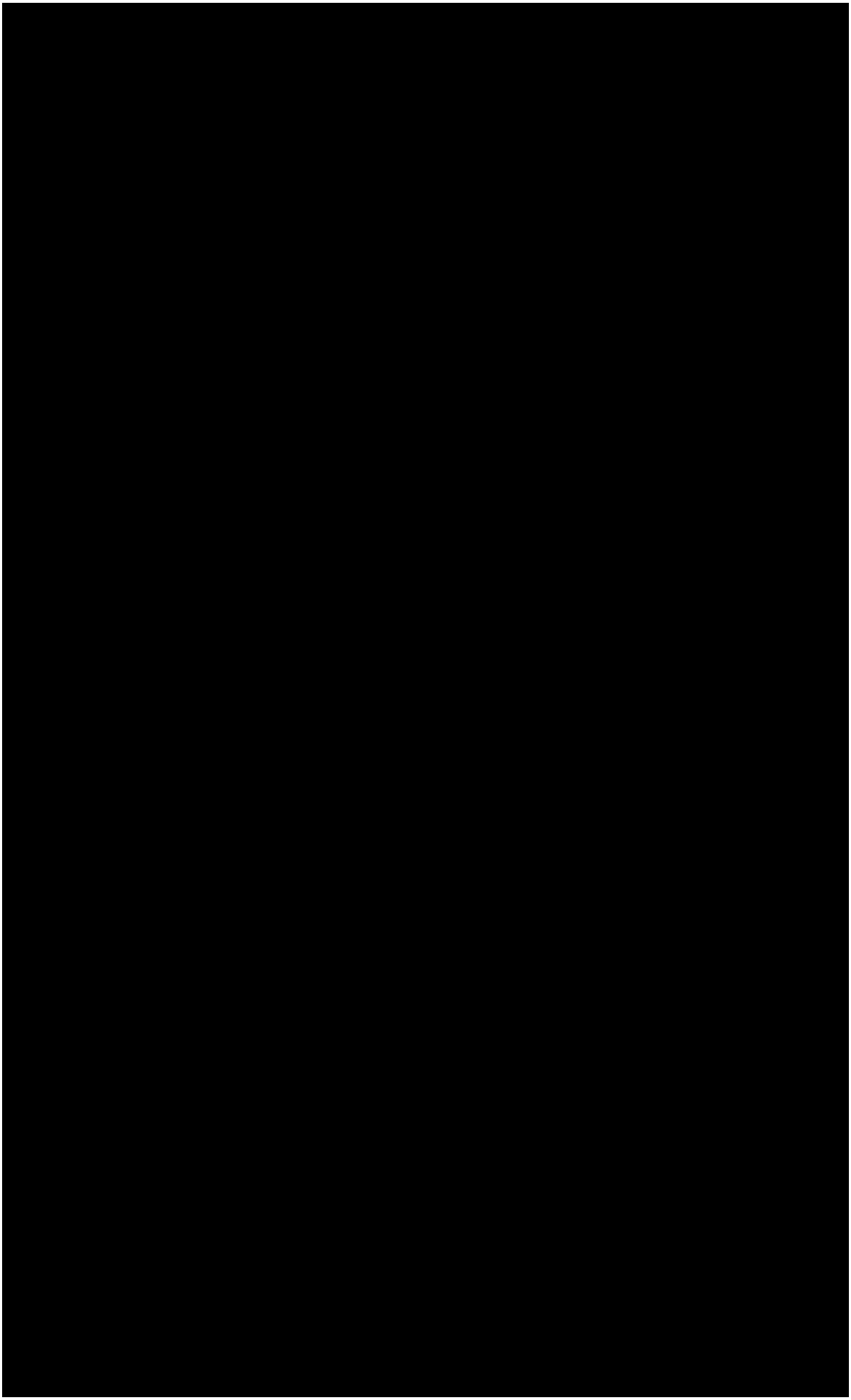


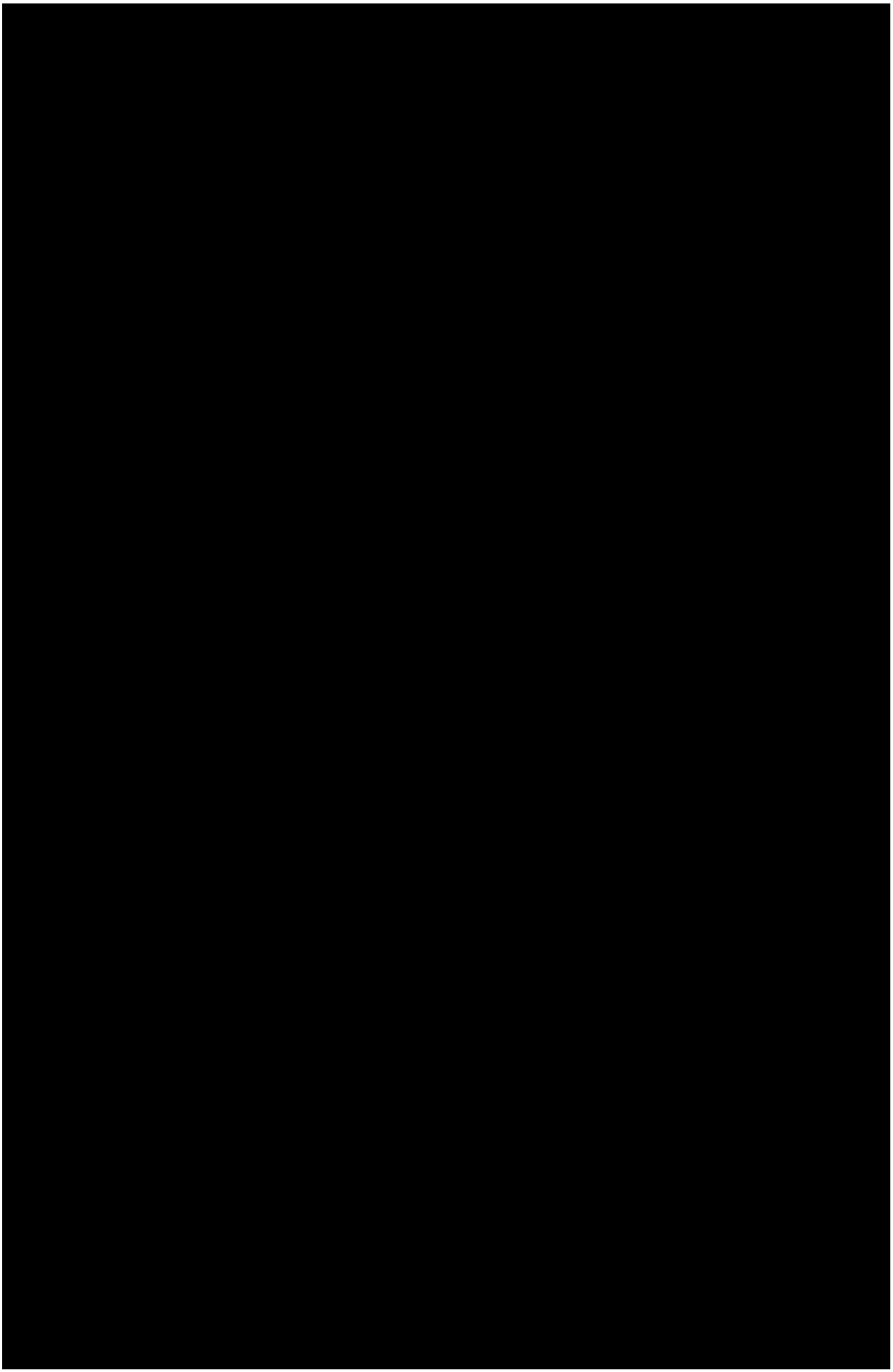


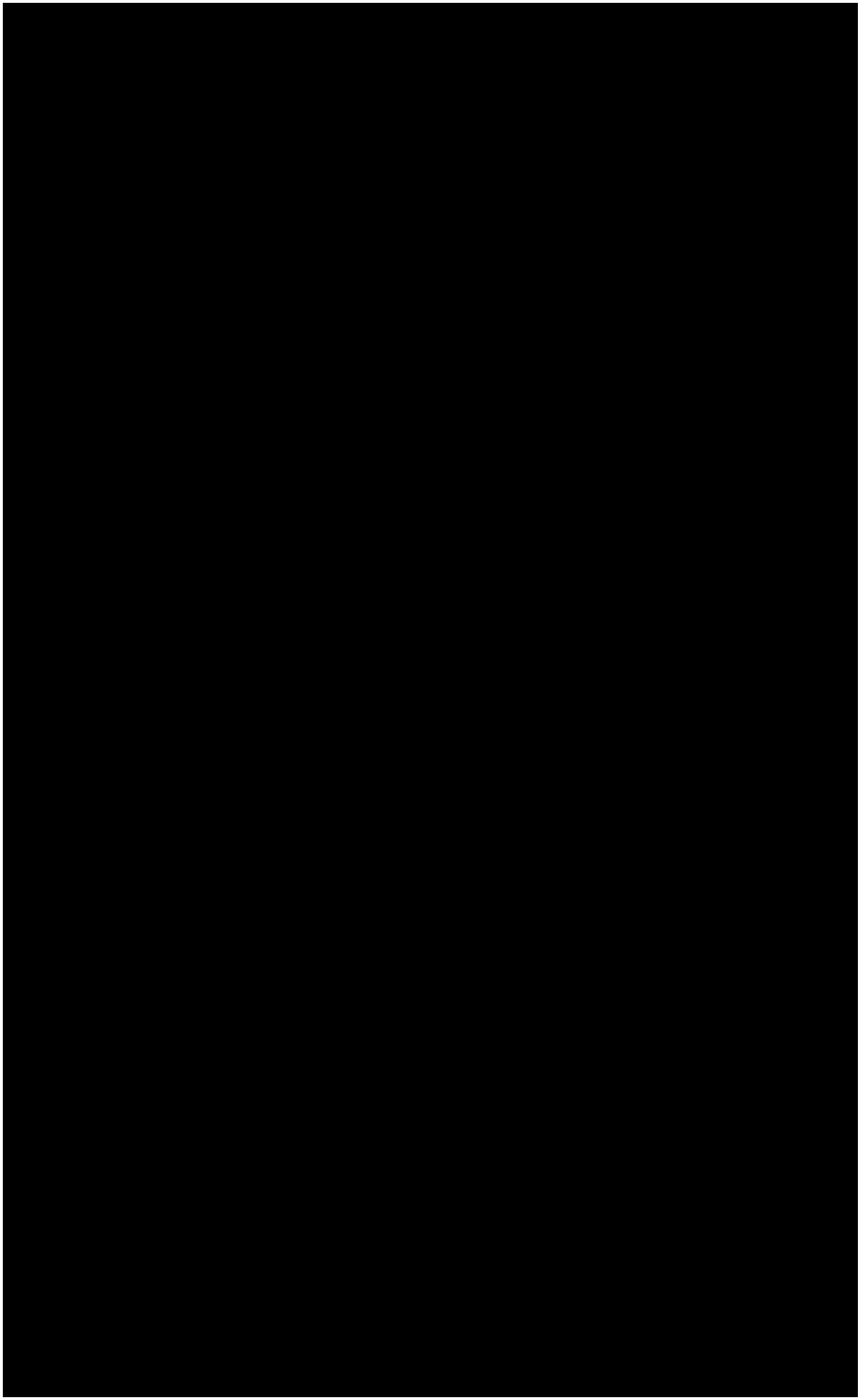


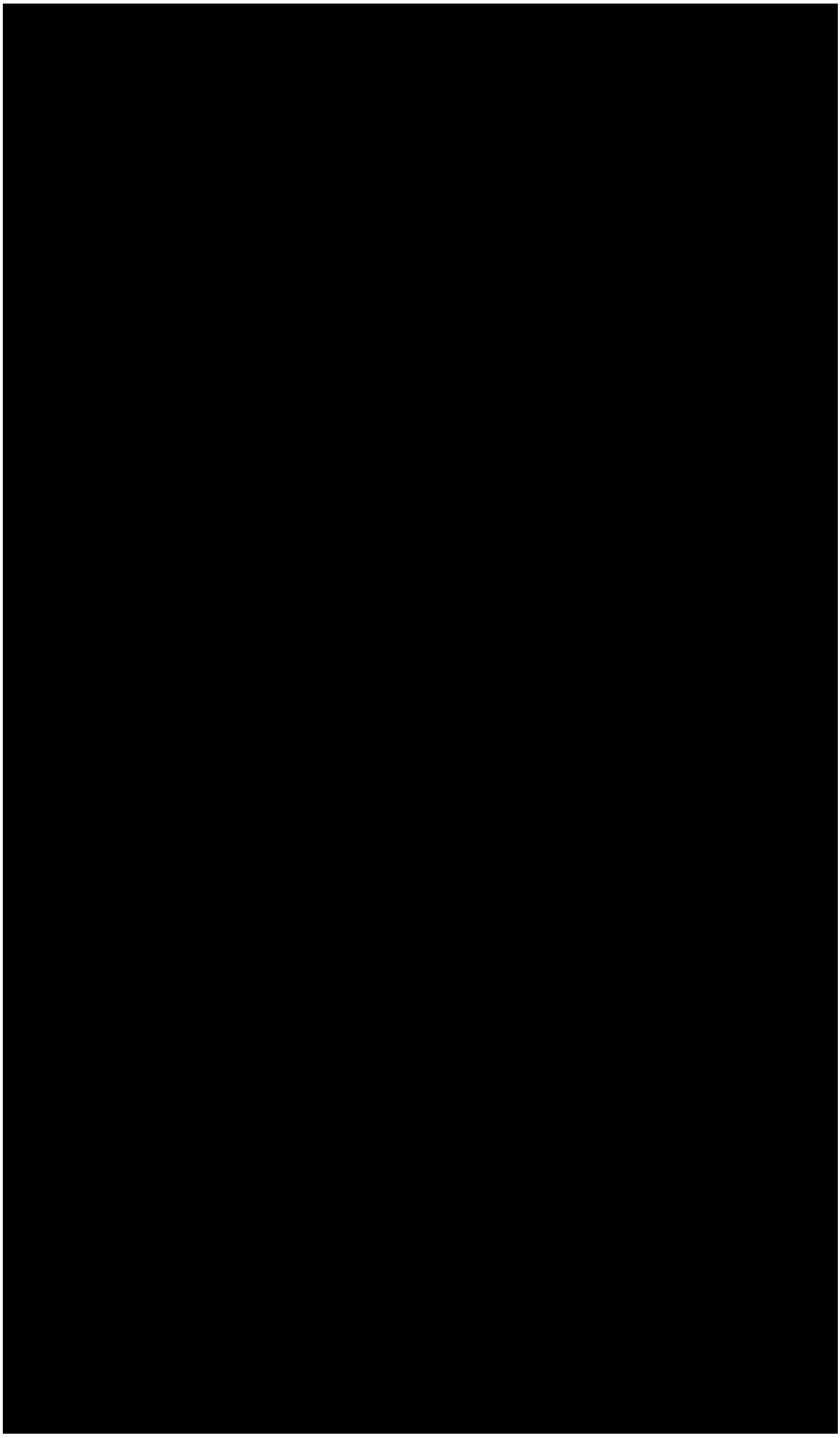


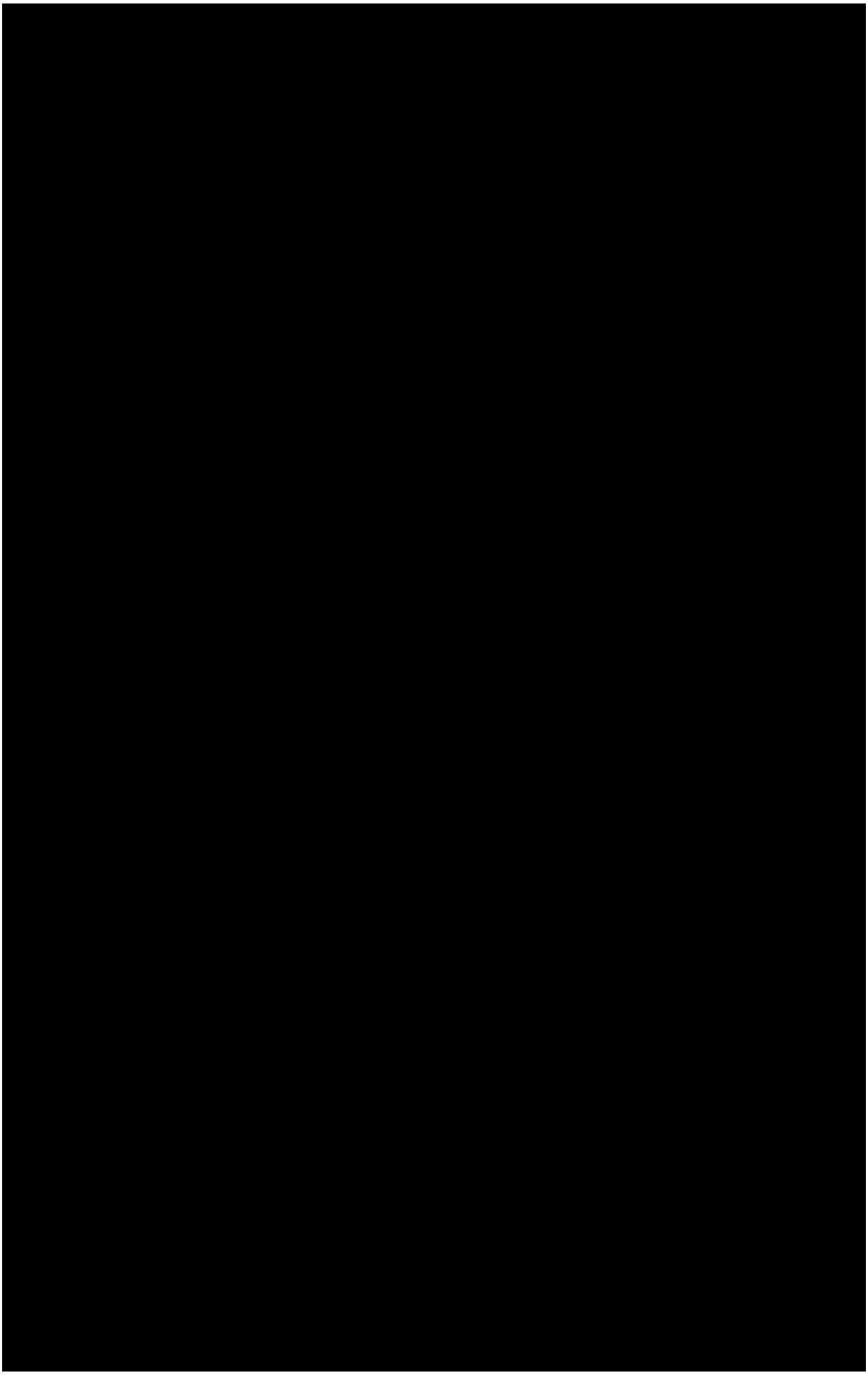


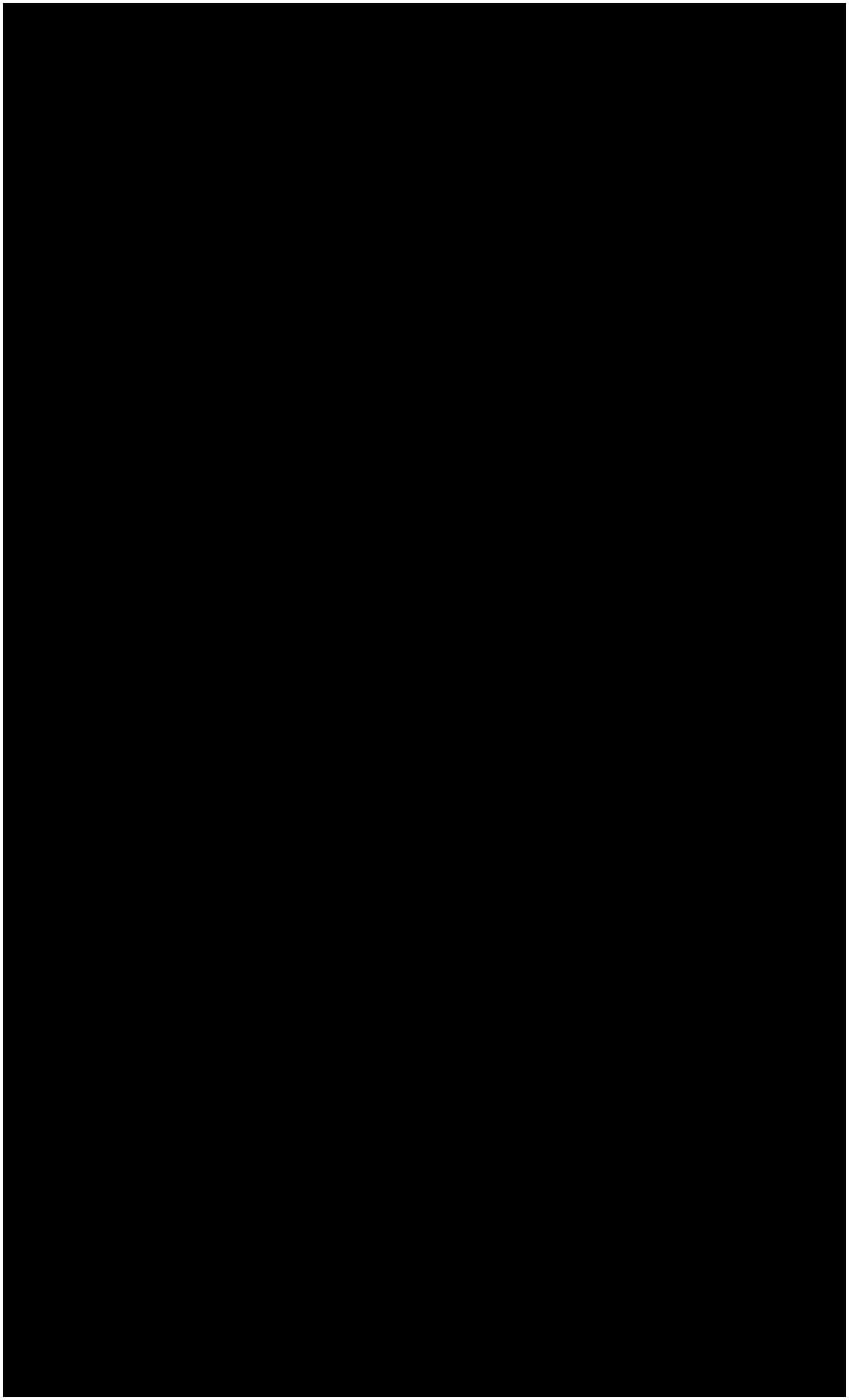


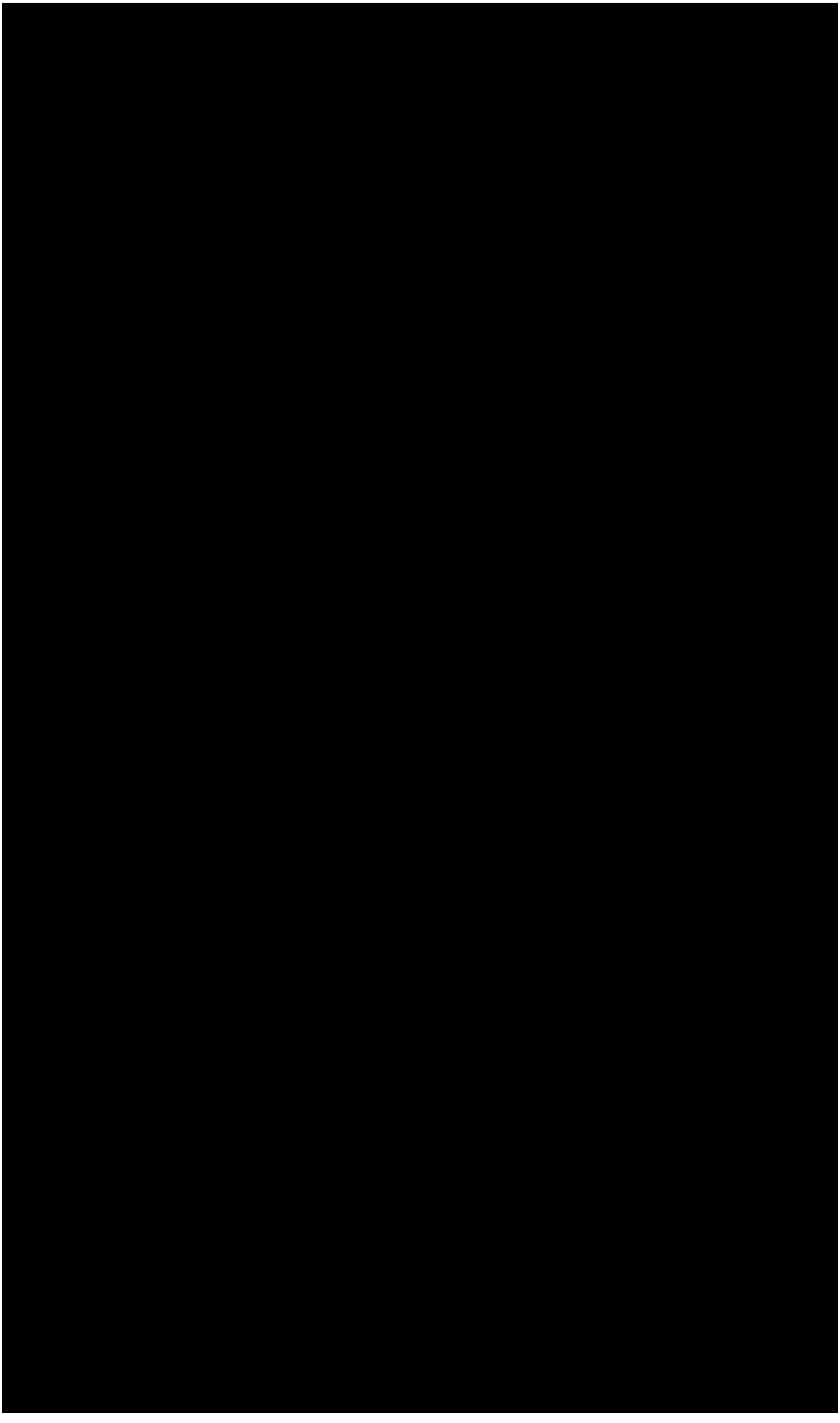


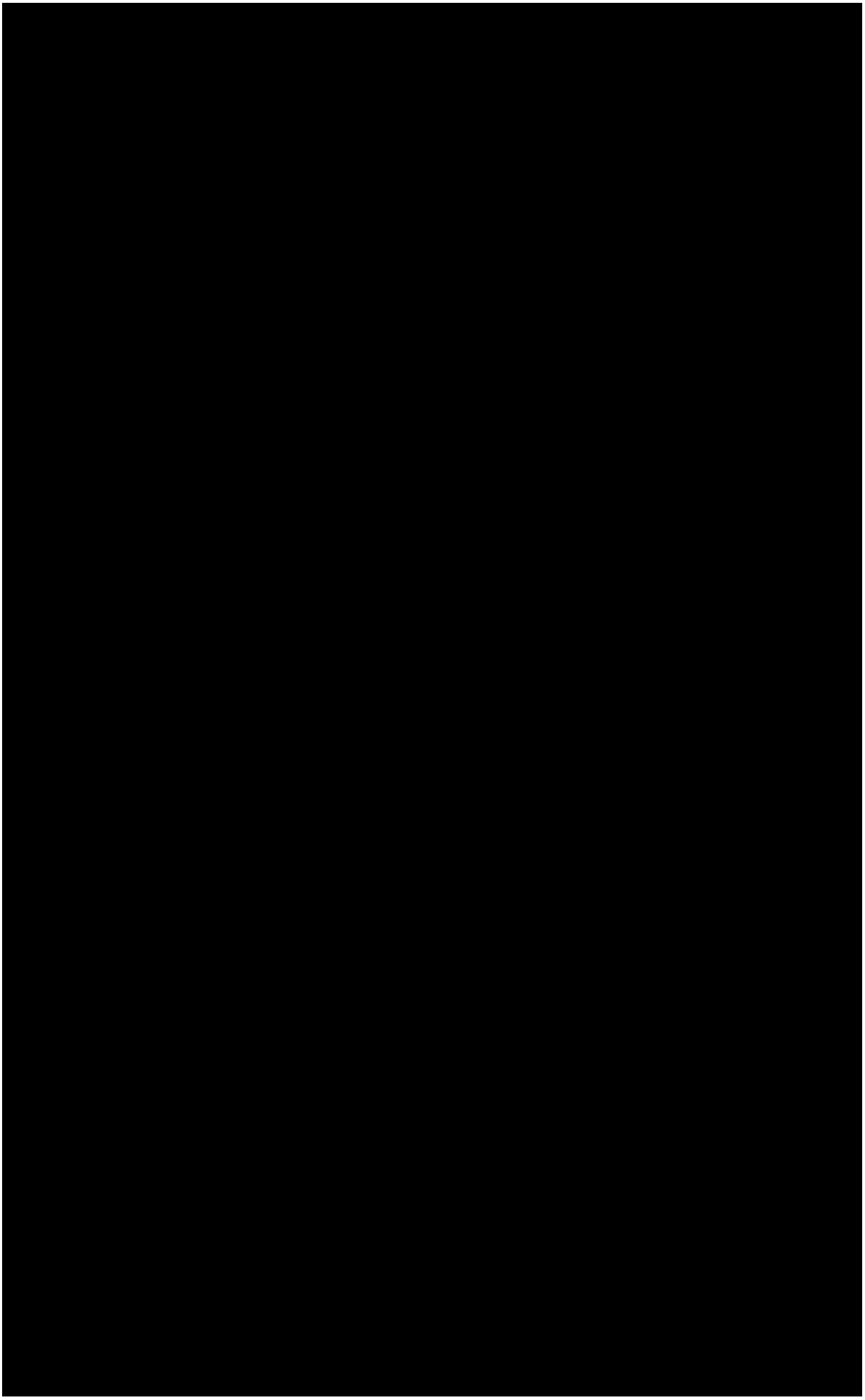


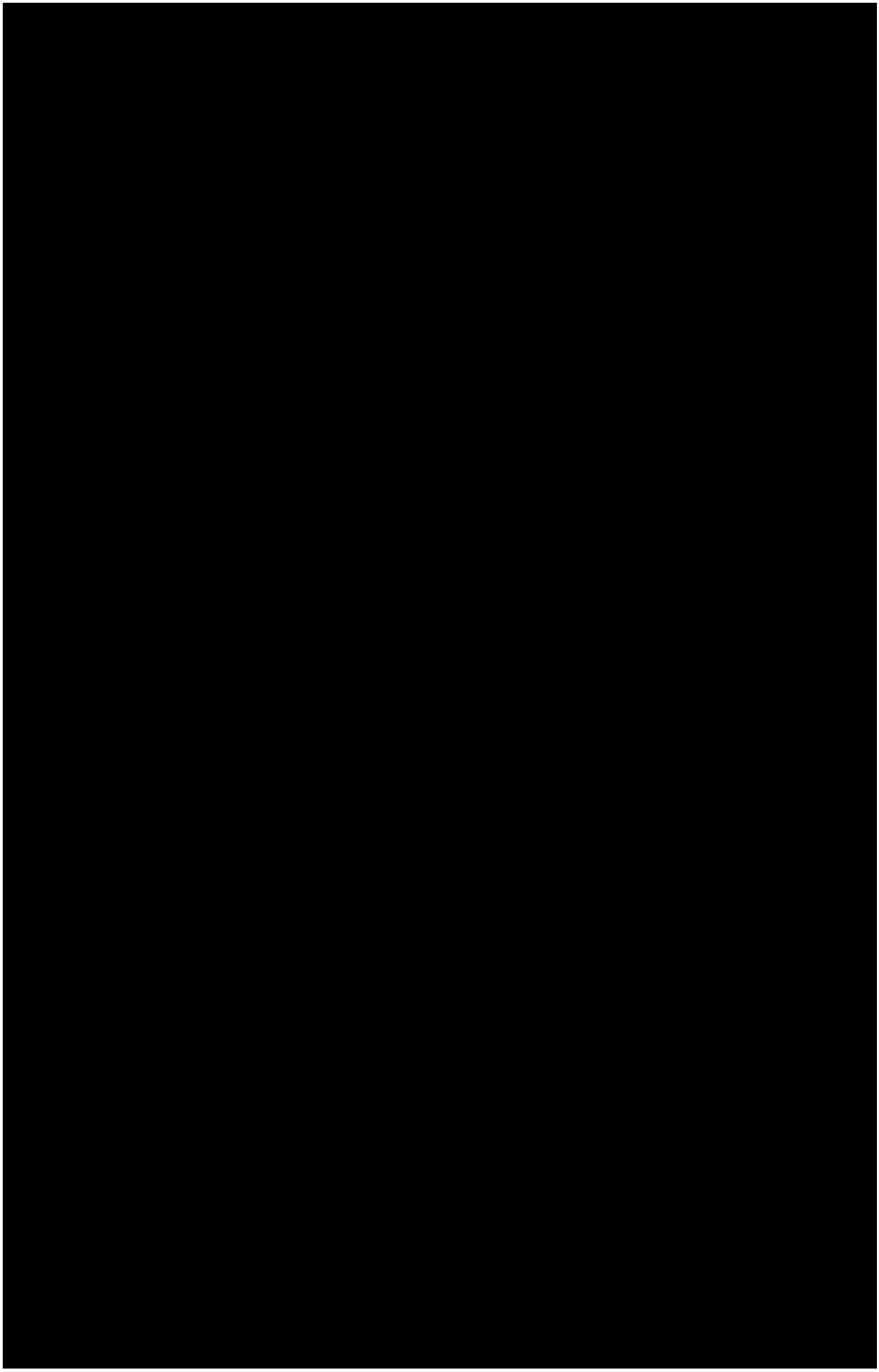


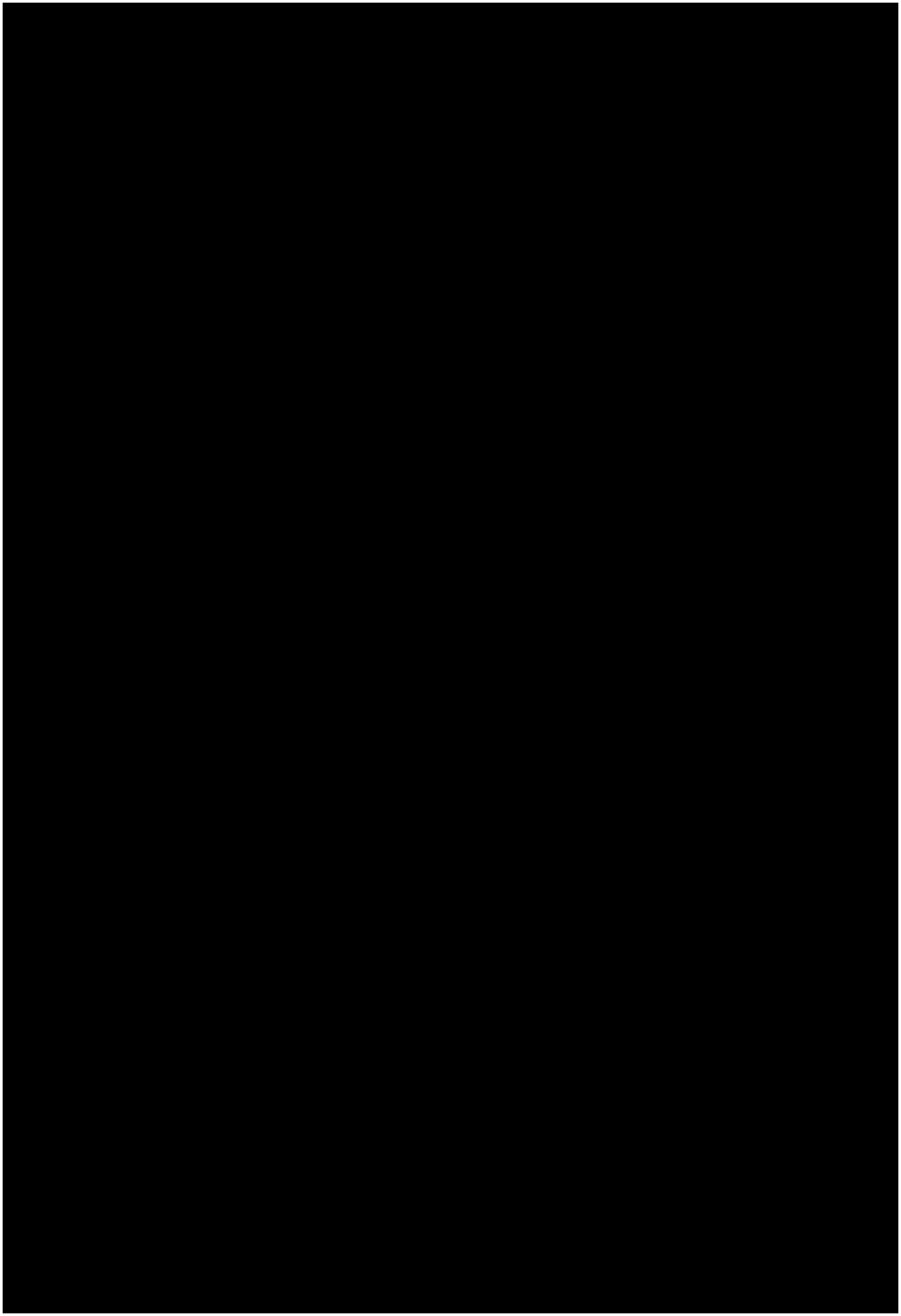


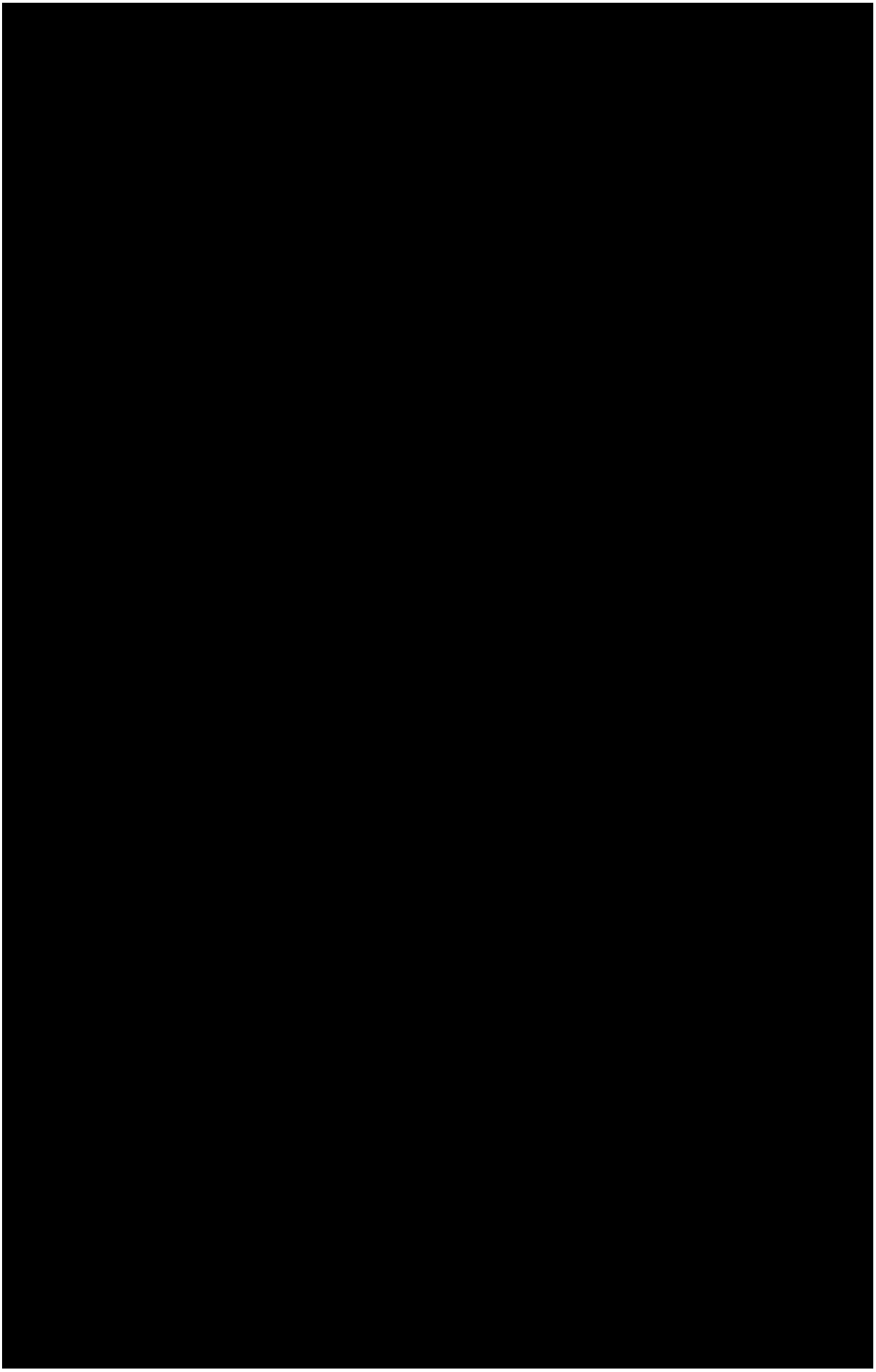












Appendix II
Dun and Bradstreet Report

IN DATE

D&B EUROPEAN REPORT
DATE PRINTED 20 OCT 2011

IDENTIFICATION

D-U-N-S 26-103-4128

Business Name	MONTPARNASSE 56
Trading Style	BELVEDERE MONTPARNASSE
Business Trading Address	33 avenue du Maine 75015 PARIS FR
Telephone	0145385256
Fax	0145386996
SIRET	301 499 604 00017

D&B RISK ASSESSMENT

D&B Rating	2A 1
Days Beyond Terms	0
D&B Payment Score	80
Maximum Credit	45,277 Euro

D&B Rating explanation

Capital Rating	2A	A Financial Strength of 7,031,058 Euro (based on tangible net worth)
Risk Indicator	1	Represents minimal risk

Decisive criteria that influenced the risk evaluation for this company are:

- According to our analysis of this company's legal information, the situation is average
- According to our analysis the financial status is good.
- This company is old; it has a strong brand image.
- According to D&B analysis, this business usually pays it providers with less than 30 days delay and with a punctuality close to he average for the industry.
- The operating profit margin of the business is strong.

LANGUAGE: In certain circumstances information in this report may be quoted in the local language. In case of difficulty, please contact your D&B local Customer Service Department.

PAYMENT INFORMATION

D&B collects in excess of 100 million trade payment experiences on European businesses each year.

Payment experiences are derived from the analysis of 1 or more invoices from D&B Dun-Trade Partners to determine the average payment behaviour of this business within the last 12 months. Contact your local D&B office to participate in this program.

In some instances, payment beyond terms can be the result of overlooked or disputed invoices.

Total experiences received over the last 12 months	7
Value of experiences	65.096 Euro
Average Payment Behaviour	Within terms

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Payment Experience Summary

Breakdown of experiences settled to payment terms - 12 months

Value Bands	Number of Experiences	Total Value	Within terms	(% days late) 1-30	31-60	61-90	91+
Euro		Euro	(%)				
> 100,000	-	-	-	-	-	-	-
75,000-99,999	-	-	-	-	-	-	-
50,000-74,999	-	-	-	-	-	-	-
25,000-49,999	2	60.980	100	-	-	-	-
10,000-24,999	-	-	-	-	-	-	-
< 10,000	5	4.116	87	13	-	-	-
Total	7	65.096					

SPECIAL EVENTS

Critical legal notice information filed is investigated by D&B Analysts,
and where relevant, comment is presented in this section.

*** Adjustment of nominal capital. ***
Selon les sources officielles, a compter du 22 Juillet 2008, le capital
social a ete porte a 503 999 Euro.

*** Adjustment of nominal capital. ***
Selon les sources officielles, a compter du 30 Avril 2002, le capital
social a ete porte a 168 000 Euro.

PUBLIC RECORD INFORMATION

The data shown below is the latest made available to D&B by public sources.

Organisation

Treasury None
URSSAF None

MANAGEMENT

Name: Marie-Antoinette BERNARD
President of the Supervisory Board.
Name: Jean-Paul FERROUD
President of Management Committee.
Name: Jean-Marc CHAMPROBERT
PURCHASING MANAGER.
Name: Patrick ABISSEROR
Name: Jean-Marc CHAMPROBERT
SALES MANAGER.

CORPORATE STRUCTURE

CAPITAL
Nominal capital : 503,999 Euro

BRANCHES

There are no recorded branch locations for this business.

HISTORY/OPERATIONS

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HISTORY

All amounts without a specified currency are usually provided in the local currency at the time of the event.

Public limited liability company constituted 25-10-1974
Subject results from : Creation pure

OPERATIONS

SIC CODE(S): 9121

LOCAL GOVERNMENT

APE : 9612

NAF : 925C

Trading Style BELVEDERE MONTPARNASSE

Employees: 25

Premises: Subject owns office, at the heading address

BANKERS

CREDIT DU NORD 75015 PARIS 17 rue de l'arrivee

PRESS CUTTINGS

Press and Business articles are added to the D&B database daily. Recent significant cuttings relating to this business will appear in this section.

FINANCIAL COMPARISONS

	Fiscal 31 DEC 2010 Euro	Fiscal 31 DEC 2009 Euro	Fiscal 31 DEC 2008 Euro
Net Sales	6,769,423	5,785,668	5,795,559
Cost of Goods Sold	179,975	176,540	211,400
Profit (Loss)	1,160,823	369,373	1,922,416
Net worth	7,031,058	5,896,535	6,362,594
Tot. Non Curr. Assets	4,211,874	3,919,044	3,708,391
Current Assets	6,049,956	4,510,613	4,371,475
Current Liabilities	1,447,038	941,994	1,285,113
Working Capital	4,602,918	3,568,619	3,086,362
Total Debts	1,483,814	1,002,178	1,376,759
Employees	34	38	

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THE NET WORTH HAS BEEN CALCULATED BY DEDUCTING INTANGIBLES (UNCALLED SUBSCRIBED CAPITAL, INTANGIBLE ASSETS AND DEFERRED PREPAID EXPENSES) FROM THE TOTAL STOCK EQUITY.

FINANCIAL RATIOS

	31 DEC 2010	31 DEC 2009	31 DEC 2008
FINANCIAL STATUS			
Acid Test (X)	4.2	4.7	3.4
Current Ratio (X)	4.2	4.8	3.4
Solvency Ratio (%)	21.1	17.0	21.6
ASSET UTILITY			
Collection Period (Days)	11.7	17.4	7.6

BALANCE SHEET

Please note that whilst the financial statement is complete, some elements may have been combined to give an aggregate amount.

Type	
	Fiscal
Closing date	31 DEC 2010
Currency	Euro
ASSETS	
Patents	31,269
Land	5,452
Buildings	247,696
Other Fixed Assets	535,226
Long Term Investments	1,832,382
Other Financial Ass.	1,559,849
Tot. Non Curr. Assets	4,211,874
Cash	3,533,708
Prepaid Expenses	25,756
Accounts Receivable	260,182
Other Receivables	8,278
Marketable Securities	2,178,868
Tot. Net Stocks & WIP	43,165
Total Current Assets	6,049,956
TOTAL ASSETS	10,261,830
LIABILITIES	
Issued Capital	504,000
Reserves	1,214,400
Profit/Loss bt fwd.	4,183,104
Profits for the year	1,160,823
Total Stock Equity	7,062,327
Prov. Allowances	1,715,688
Advances Received	36,779

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Accounts Payable	563,853
Tax & Social Security	871,974
Other Liabilities	5,214
Income in Advance	5,995
Total Debts	1,483,814
TOTAL LIABILITIES	10,261,829

Closing date	31 DEC 2010
Currency	Euro

PROFIT & LOSS ACCOUNT

Net Sales	6,769,423
Supplementary Operating	158,278
Other Operating Income	76,022
Total Income	7,003,723
Cost of Goods Sold	179,975
Variation in Inventory	12,912
Other External Charges	2,565,555
Taxes	260,575
Social Charges	575,537
Payroll	1,319,412
Depreciation	164,768
Other Operating Charges	28,608
Total Operating Charges	5,107,344
Net Operating Income	1,896,379
Total Financial Income	147,495
Interest Payable	66
Other Financial Expenses	18,923
Total Financial Expenses	18,989
Profit Before Tax	2,024,885
Extraordinary Expenses	331,494
Extraordinary Result	(331,494)
Net Taxation	532,569
Net Profit	1,160,822
Number of Employees	34

31-12-2010 - Short term debt & income stated in advance 1,447,038

Portion of debts over 1 year: 1,413,806 (EUR).

SUMMARY

DATE INC:	1974	SALES:	6,769,423
LEGAL FORM:	SA	(Euro) As at 31-12-2010	

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SIRET:	301 499 604 00017	PROFIT/(LOSS):	1,160,823
EMPLOYS:	25	(Euro) As at 31-12-2010	
NOMINAL CAPITAL:	503,999	NET WORTH:	7,031,058
(Euro)		(Euro) As at 31-12-2010	

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Appendix III
Vendor Team Bios & Company Descriptions

Gensler

Montparnasse

Qualifications for Design Services

November 9, 2011

About Gensler

Firm Overview

Gensler is a global architecture, design, and planning firm with 40 locations and more than 3,000 professionals in Asia, UK, the Middle East, and the Americas. The firm has more than 2,200 active clients in virtually every industry and delivers projects as large as a city and as small as a task light for an individual's desk.

The basic component of Gensler's organization is the design studio, which functions as an independent unit of 20 to 40 professionals.

Integrating Brand Into the Guest Experience

Gensler provides comprehensive design and brand development for our clients in order to create a fully integrated guest experience.

We develop engaging experiences via a holistic approach of brand strategy, naming and identity design, graphic communications, environmental design, and signage and wayfinding programs. We take projects from positioning and concept development through to implementation to ensure the original design intent is maintained. We are adept managers and implementors, making sure that all needs and ideas are realized cost effectively, with integrity and quality.

Every possible point of contact is an opportunity to make a guest connection and create a positive impression for the brand, which creates brand affinity and eventually, brand loyalty. It is important, therefore, to establish a vision that considers the full range of touchpoints throughout the guest journey.

At Gensler, we understand that it is crucial to not only meet, but exceed, user expectations. Our goal is to create a system of experiential components that are interesting, engaging, and dynamic enough to provide an enriched brand experience that encourages people to revisit time after time. We seek to satisfy them, but to also leave them wanting more.

Gensler is an expert in the integration of brands within built environments, ensuring an optimal guest experience every step of the way.

Robin Klehr Avia, FIIDA, CID

Vice Chairperson, Managing Principal

Project Principal
Joined Gensler 1980
35 years experience

Background
Bachelor of Science, Interior Design, University of Tennessee
Fellow, International Interior Design Association
Certified Interior Designer

Robin Klehr Avia is the Northeast Region Managing Principal and member of the Board of Directors and Executive Committee of the firm. With a strong vision, she oversees the 345-person New York office, and offices in Boston, MA, Morristown, NJ, San José, Costa Rica, and Toronto, Canada. Over the course of her 35 years of design experience, she's guided some of the largest and most complex interior projects in the New York Metropolitan area.

Leading in the design and delivery of The New York Times Headquarters, Robin is keenly aware of what it takes to direct a high-profile, New York project. Her highly collaborative nature ensured the client's business objectives and goals were always at the forefront of the decision-making process—working closely with base building architects, Renzo Piano and FXFOWLE to fuse the interior needs of the organization with the base building design. Working closely with the Times and various design consultants, Robin helped create this truly collaborative, forward-thinking space that defies the typical industry standard.

Ms. Klehr's projects have won many design awards, including the Business Week/Architectural Record Award, the International Interior Design Association's Decade of Design Award, and a national award from the Society of American Registered Architects. Her award-winning projects have appeared in *Interiors, Interior Design,Contract Design, Architectural Record, World Architecture*, and many other international design publications.

John Bricker

Principal

Design Principal - Brand and Customer Experience
Joined Gensler 1980
31 years experience

Background
Bachelor of Fine Arts, Arizona State University
Colorado State University
Member, American Institute of Graphic Artists
Member, Society of Environmental Graphic Designers
Advisory Board, Display and Design Ideas Magazine
Retail Advisory Council, National Association of Store Fixture Manufacturers

As Creative Director, John Bricker leads Gensler's Brand Design studio, an integrated group of multidisciplinary designers and strategists whose award-winning work is based on a deep platform of synthesizing strategy and design.

With a broad understanding of the issues facing businesses today, John leads his teams in initiating a holistic approach to a design process encompassing brand development, retail environments, branded workplaces, hospitality, showrooms, exhibition design, identity, print, and environmental communications.

John's unique design approach to the guest experience helps create a holistic environment from arrival to a fully immersive experience. With a deep understanding of the emotional and behavioral needs of a visitor, John ensures the experience connects with the visitor at every level.

John applied this experience-centric approach as a member of the design team for American Girl Place in New York. John lead the design of a space that combines the brand's objectives through experience, with a street-level presence and customized lighting, carpet. John's strength lies in his ability to be acutely conscious of the brand and the client's objectives. In designing American Girl, he balanced the creation of a strong brand presence with the client's wish to celebrate the store as their New York flagship. Ellen Brothers, President of American Girl brands, said "Gensler's design infuses the sophistication and excitement of New York City into the American Girl experience."

Other award-winning work includes Barneys New York, Toys "R" Us New York and the HBO Shop. John's projects have been featured in *The New York Times*, *WWD*, *Wallpaper*, *Interior Design,* and *Business Week*.

Duncan Paterson

Principal

Design Principal - Architecture
Joined Gensler 2001
24 years of experience

Background
Graduate Studies in Architectural History, University of Florence/California State University International Studies Program
Bachelor of Architecture, California State Polytechnic University, Pomona, California
Member, Urban Land Institute (ULI)
Member, International Council of Shopping Centers (ICSC)

In his 24 years as a design professional, Duncan Paterson has built an international reputation for innovative experiential design, and a significant portfolio of mixed-use, retail, and entertainment projects. For Duncan, designing such spaces requires unconventional teams artists, writers and visionaries, in addition to the designers. He defines success as the moment when a truly collaborative design charrette lead to an amazing concept.

Duncan applies his creative talents to deliver a wide range of unique buildings and entertainment/retail environments for clients like Live Nation, AEG and Universal Studios. His recent designs for House of Blues and Barneys New York have received widespread recognition, and his concepts for the Houston's River Oaks District and The Coffee Bean & Tea Leaf retail stores are transformative. In 2007, his design for LA Live received an AIA/LA award and was named Venue of the Year, for its size, by Pollstar.

Duncan's most inspirational project experience has been leading the design effort of the Shanghai Tower, a mixed-use building that, at 2,072 feet, will be the tallest building in China. By incorporating strong inspiration from Shanghai's traditional neighborhoods and gardens, this tower serves as a vertical neighborhood with enclosed communities of gardens and social spaces. The building's variety of mixed-use programs cater to the tenants and visitors, including office space, retail, hotel, high-concept dining destinations, and the world's highest non-enclosed observation deck.

Duncan established his collaborative, energetic design approach early in his career with the Jerde Partnership and NBBJ. Duncan was a design director at Universal Studios before joining Gensler.

Michael Gatti, AIA

Studio Director
Joined Gensler 2011
21 years experience

Background
Bachelor of Architecture, University of Notre Dame
Registered Architect, NY, NJ, CA, HI, AZ, OR, TN, WA, WI
Member, American Institute of Architects
NCARB-certified

Michael joined Gensler with over 21 years of retail experience that includes a broad range of project scope and scale. Previous work includes design development phases, managing projects through the construction documentation process, and the overall coordination of the design and implementation through the construction administration phase.

He has extensive experience in New York City, having worked on significant projects in some of the city's most recognizable buildings, including Saks Fifth Avenue and Bergdorf Goodman. A registered architect in the State of New York for over 18 years, he is keenly aware of the jurisdictional agency requirements for projects of this scope, and will provide a crucial link between the technical and design team members, ultimately ensuring that project goals are met.

Michael's primary role will be to coordinate all key personnel necessary to develop and implement the design. He will ensure the exploration of multiple space configurations in order to achieve correct adjacencies with key program elements and a circulation system that supports the overall experience.

Ambrose Aliaga-Kelly, AIA

Principal

Technical Director
Joined Gensler 1993
26 years of experience

Background
Bachelor of Architecture, University College, Dublin
Registered Architect: NY
Member, AIA New York, Building Codes Committee
Member, Existing Building Committee for New York City New Model Code adoption
Advisory Board Member, NYC High School for Construction Trades, Engineering and Architecture

With over two decades of experience, Ambrose Aliaga-Kelly is an industry-leading architect who focuses on the integration of technical and code issues with design development.

In addition to a broad array of large workplace and architecture projects, Ambrose also leads Gensler's Technical Task Force in the Northeast region, which captures leading practices from Gensler projects across the entire firm. He is instrumental in the development of new quality standards in the area of construction documents and construction administration.

Detail-oriented and highly experienced, Ambrose will serve as the overall Technical Director for this project, and he will also anchor the team working on the infrastructure, base building interface, and amenities. As part of this role, Ambrose will leverage his recent prelease building evaluation experience at 1 World Trade Center and work to identify opportunities to support the base building to meet the interior design requirements. His participation on the team will ensure the highest quality and technical excellence of the Observation Deck project.

Tom Sze, AIA

Senior Associate

Design Director
Joined Gensler 2005
32 years of experience

Background
Bachelor of Architecture, Cornell University
Member, American Institute of Architects (AIA)
Registered, States of Floria and Illinois
Registered, National Council of Architectural Registration Boards (NCARB)

Tom Sze is an intrinsic member of Gensler's hospitality practice as an entertainment designer and architect. In his role as a studio director in our Los Angeles office, Tom is responsible for creating a vision and setting the strategic direction for a talented team of professionals.

Prior to joining Gensler, Tom served as a principal concept architect with Walt Disney Imagineering, where he honed his skills and earned a reputation for creating innovative immersive environments. Blending his architectural training with his thematic design experience, Tom brings a unique perspective to Gensler's large-scale international mixed-use and entertainment projects.

Tom's 32 years of experience in designing themed parks, resorts, and hospitality projects will be leveraged in developing an outline of ingredients for a unique user experience.

Matthew Calkins

Graphic Designer
Joined Gensler 2011
4.5 years experience

Background
Bachelor of Fine Arts, California Polytechnic State University
Member, American Institute of Graphic Artists

Matthew Calkins is a graphic designer who brings a wide breadth of knowledge and experience in differing design disciplines. His experience includes brand strategy and positioning, brand architecture, identity design, visual system development, signage and wayfinding, environmental graphics, photo shoot concept, and art direction. He has played an integral graphic design role for clients including Coca Cola, The National Basketball Association, and Wal-Mart. Matthews's ability to effectively communicate his ideas in a verbal and visual manner not only benefits the projects he works on, but makes him a valuable team collaborator.

At Gensler, Matthew facilitates brand strategy and visioning sessions through concept development and creative presentation. His strong understanding of the guest experience and the total integration of graphic and brand design will be invalubale to the project team.

Abu Dhabi
Atlanta
Austin
Baltimore
Bangalore
Beijing
Boston
Charlotte
Chicago
Dallas
Denver
Detroit
Dubai
Houston
Hong Kong
La Crosse
Las Vegas
London
Los Angeles
Miami
Minneapolis
Morristown
New York
Newport Beach
Phoenix
Raleigh
San Diego
San Francisco
San Jose
San José, CR
San Ramon
São Paulo
Seattle
Seoul
Shanghai
Singapore
Tampa
Tokyo
Toronto
Washington DC

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Fax(212) 492-1472

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Gensler

LOCAL PROJECTS

WORLD TRADE CENTER 1 OBSERVATION EXPERIENCE
SELECTED PROJECTS

FIRM INFORMATION

Local Projects is a media design firm for museums and public spaces. We create a diverse range of installations from large environmental interactives, websites, and mobile applications, to simple experiences composed of thumbtacks, vellum, or conversation.

While innovation drives much of today's design, we're interested in creating projects that can endure. So while technology facilitates our work, storytelling is at its heart.

To that end, and despite the migration of many of our experiences to an online space, we're interested in how media plays a role in a real physical space. When that space is large, we delight in spectacular media installations that seamlessly integrate architecture and media. In physical environments of all sizes, we seek to facilitate connections between strangers. When our work becomes the instrument for dialogue between two visitors, we call that "triangulation," and we consider it one of the holy grails of our design work.

BIOGRAPHIES

JAKE BARTON – PRINCIPAL Jake Barton is founder and principal of Local Projects, an award-winning media design firm for museums and public spaces. Jake is recognized as a leader in the field of interaction design for physical spaces, and in the creation of collaborative storytelling projects where participants generate content. Currently, Local Projects is partnered with Thinc Design as lead exhibition designers for The National September 11th Memorial and Museum at the World Trade Center. Other projects include interaction design for StoryCorps, six films for The Beijing 2008 Olympics, media design for The National Museum of American Jewish History, media design for the Official New York City Visitors Information Center, and co-creation of Timescapes for the Museum of the City of New York. Additional clients include jetBlue, the Tribeca Film Festival, the New-York Historical Society, the National Building Museum and the Cooper-Hewitt Design Museum.

Jake was a finalist for the National Design Award in Communications in 2006 and attended the White House reception hosted by the First Lady and the Smithsonian Cooper-Hewitt National Design Museum. He has lectured extensively at conferences including the Gravity Free Design Conference in Chicago, UX Week in San Francisco, and the IDEA Conference in both Seattle and New York. His work has received two gold, one silver, and one bronze medal from the IDSA Industrial Designers Society of America, as well as five awards from ID Magazine, and three from the AIGA. He serves on the board of AIGA/NY and on the advisory council of the Gravity Free Design Conference. He has a master's degree from NYU's Interactive Telecommunications Program, where he currently teaches the master's thesis class. Before founding Local Projects, Jake worked as an exhibition designer for Ralph Appelbaum Associates for seven years.

DANIEL LISS — PROJECT DIRECTOR Daniel Liss is a filmmaker and creative technologist from New York City. Most recently as Senior Interaction Designer, Daniel developed new media properties for 19 Entertainment and was Creative Director at Yoxi, a social-innovation initiative. As Director of Photography, he has shot film and video for clients ranging from MTV to National Geographic and PBS and spent several years filming interviews for the Survivors for the Shoah Foundation. Daniel has spent the last six years exploring possibilities for story-telling inherent within new media frameworks. Daniel holds a B.A. in Cinema Studies from SUNY Binghamton and an M.P.S from NYU's Interactive Telecommunications Program where he now teaches.

TIYA GORDON – STUDIO DIRECTOR Tiya Gordon manages operations while developing and producing individual projects for the company. Prior to joining Local Projects, Tiya worked for the American Museum of Natural History where she conceived, designed and produced media installations for permanent halls and international exhibitions including the Hall of Human Origins, the Hall of Ocean Life, Darwin and most recently The Horse. Her work has received awards and recognition from The New York Academy of Sciences, The Cannes Film Festival, RESfest, and CINE among others. She graduated from Parsons School of Design where she currently teaches in the Communication Design and Technology (CDT) Program.

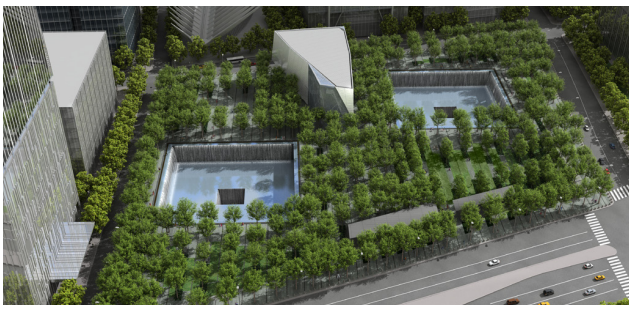
IAN CURRY – DIRECTOR OF INTERACTION DESIGN Ian Curry comes most recently from frog Design where he helped create websites, large-scale interactive displays, product UI, and iTV interfaces for clients including MTV, BBC, Hewlett-Packard, IPC, and Microsoft. Previously, he has worked on interactive projects for Eyebeam R&D, and the United Nations. He has an M.P.S. from the Interactive Telecommunications Program (ITP) at NYU's Tisch School of the Arts, and a B.A. in Comparative Literature from The Colorado College. His installation artwork, interactive and otherwise, has been shown at the International Center of Photography (ICP), the Lab Gallery, 3rd Ward, and the Lower Manhattan Cultural Council's Redhead Gallery.

KATIE LEE – ART DIRECTOR Katie Lee is a graphic designer working in print, interactive, and motion design. She began in New York City as a print designer for Shapiro Design Associates, then as a Web designer for Razorfish in the New York and San Francisco offices. In 2004 she moved to Los Angeles, where she worked for the Brand Integration Group at Ogilvy & Mather, ReVerb, and Prologue Films. While at Prologue, she designed and art directed motion graphics and titles for television and film. Katie holds a BA in Art from Yale University and an MFA in graphic design from the Yale School of Art.

ADAM KOSBERG – LEAD CONTENT DEVELOPER / DIRECTOR Adam directed research and development as the Associate Producer on the Errol Morris documentary, *The Fog of War: Eleven Lessons from the Life of Robert S. McNamara*, winner of the 2004 Academy Award for Best Documentary Feature. In 2006 he moved to Los Angeles, where he worked extensively on documentary and feature film projects for director Jeffrey Blitz. Previous to joining Local Projects, Adam produced several of the permanent exhibition films for the new Illinois Holocaust Museum and Education Center. Adam holds a B.A. in the Comparative Study of Religion from Harvard University.

AWARDS

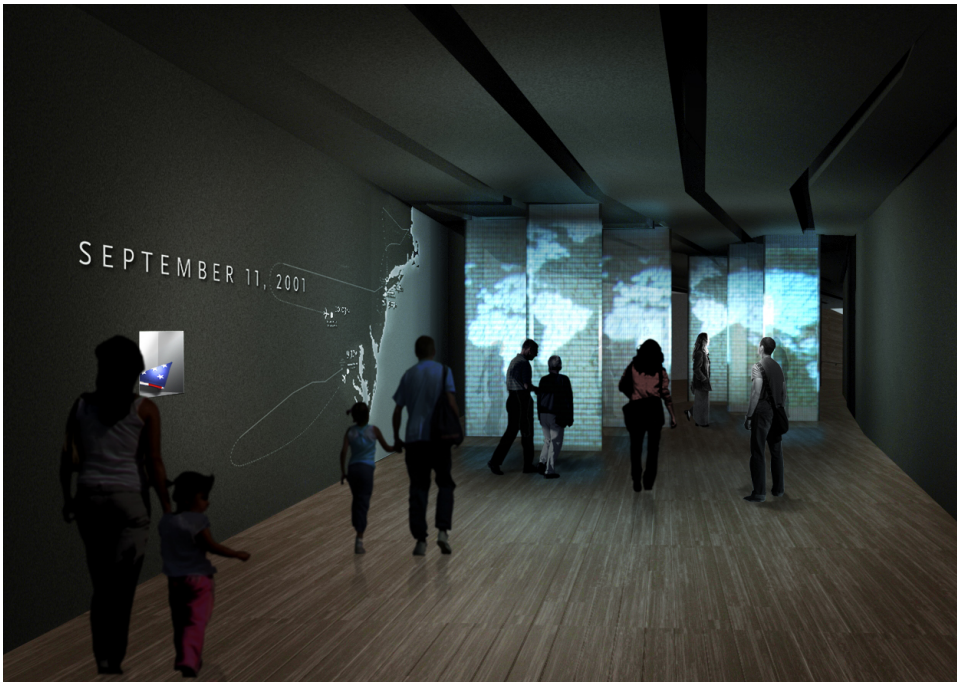
The National Design Awards	Interactive Finalist, Smithsonian/Cooper-Hewitt, 2010
	Interactive Finalist, Smithsonian/Cooper-Hewitt, 2009
	Communications Finalist, Smithsonian/Cooper-Hewitt, 2006
AIGA Design Effectiveness	Contemporary Issues Forum, Digital category, 2011
	Dreams of Freedom, Cross Media category, 2011
	Give A Minute, Digital category, 2011
	Freedom's Journal, Web site, Information Design, 2006
	Miner's Story Project, Experience Design, 2006
Muse Awards	Dreams of Freedom, 2011
	Innovation & Expansion, 2011
	Explore 9/11, 2011
Communication Arts	The Official NYC Information Center 2009 Interactive Annual 15
	The Amazing Life and Story of Hans Christian Andersen Design Annual 47
Communicator Awards	Dreams of Freedom, 2011
	Innovation & Expansion, 2011
	Explore 9/11, 2011
IDSA	OCA.GLOBO, Gold Medal, 2000, Exhibit Designer
	Millennial Dreams, Bronze Medal, 1999, Environments, Lead Exhibit Designer
	Intel Museum, Silver Medal, 1999, Environments, Exhibit Designer
	Hall of Biodiversity, AMNH, Gold Medal, 1997, Environments, Exhibit Designer
ID Magazine Awards	The Official NYC Information Center, 2009 I.D. Magazine Annual Design
	Freedom's Journal, Web site, 2006 Selection, Information Design
	JetBlue StoryBooth, Clio Awards, Interactive
	JetBlue StoryBooth, One Show Interactive, Interactive Review
	JetBlue StoryBooth, 2006 I.D. Magazine Annual Design, Concept/Design
	DIMobile, 2005, Best in Category Interactive, Technology Designer
	The Chronoscope, 2005, Design Distinction, Concept/Design
	StoryCorps, Design Distinction, 2004, Interactive Designer
SEGD Dynamic Environments	The Official NYC Information Center 2010
Clio Awards	JetBlue StoryBooth, Bronze Pencil, Interactive Review
One Show Interactive	JetBlue StoryBooth, Bronze Clio Award, Interactive
Applied Arts	The Amazing Life and Story of Hans Christian Andersen, Design Award 2004, Media Designer
Chicago Athenaeum	The Amazing Life and Story of Hans Christian Andersen Good Design Award
Fast Company	OCA.GLOBO, Design Award, 2000, Exhibit Designer

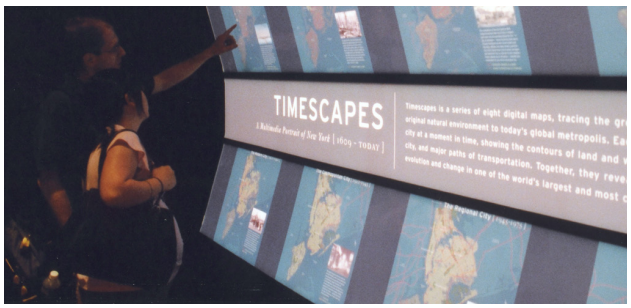


9/11 Memorial Museum

DATES May 2007 - Present
CLIENT National September 11 Memorial Museum
LOCATION World Trade Center Site
INVOLVEMENT Lead Exhibition Design in partnership with Thinc Design / Media Production for 80% of media pieces

Draft design, not for distribution





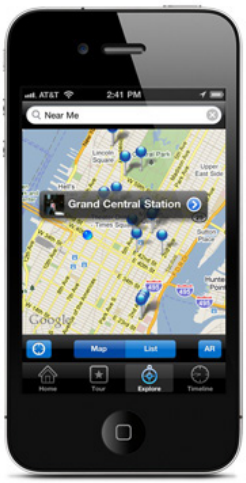
Timescapes

DATES March 2004 - June 2005
CLIENT The Museum of the City of New York
LOCATION The Museum of the City of New York
INVOLVEMENT Concept / Direction / Production

Co-created with James Sanders

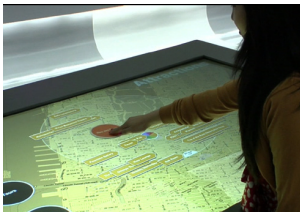
Explore 9/11 iPhone Application

DATES June 2010 – Present
CLIENT National September 11 Memorial Museum
LOCATION World Trade Center Site
INVOLVEMENT Design / Concept / Production



The Official NYC Information Center

DATES October 2007 – January 2009
CLIENT NYC&Co.
LOCATION New York City
INVOLVEMENT Co-design with WXY Architecture and Urban Design / All Media Design and Production
AWARDS Outstanding winner, HOW Interactive Design Awards 2009; Design Distinction, Interactive, I.D. Magazine's Annual Design Review 2009; Interactive Annual, Communication Arts 2009; Dynamic Environments, SEGD 2010



CONTACT INFORMATION

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special events
marketing
branding
sponsorship
public relations
market research
media development

COMPANY PROFILE

AUSTER AGENCY

Auster Agency is New York City's premier strategic marketing firm. With over 20 years of innovative marketing and event expertise, Auster Agency increases visibility, brand recognition, and results for a diverse array of clients.

Auster Agency has produced hundreds of events and marketing campaigns including the press launch for Hudson Yards; The Atlantic Antic, the largest street festival in New York City; the first green block party in Williamsburg; and BKLYN DESIGNS, an internationally renowned furnishings design tradeshow. As "architects of unique experiences," Auster Agency has made a name for itself by transforming unique spaces such as The Empire State Building, the newly expanded Queens Museum of Art's construction site, ten blocks of Atlantic Avenue, St. Ann's Warehouse, and 7 World Trade Center into spectacular events.

Auster Agency's high profile clientele includes American Heart Association, Bronx Terminal Market, Brooklyn Chamber of Commerce, Brooklyn Children's Museum, Brooklyn Heights Association, Brooklyn Public Library, Charles Pratt & Company, Clarett Group, Food Bank for New York City, Hudson Companies, My.Suit, Pratt Institute, Related Companies, Scenarios USA, Sky View Center, St. Ann's Warehouse, Time Warner Center, and TKTS.

KAREN AUSTER

Karen Auster attended SUNY Binghamton for Finance and Management and later achieved an MBA in International Marketing at Baruch College while simultaneously managing direct marketing and advertising sales at Ziff Davis Publishing.

Supported by a strong network of relationships she developed through the years, Karen launched Auster Events in 1994. In response to the changing economic landscape and an increased demand for marketing services, Karen expanded the company into a full-service agency in 2009 under a new alias now providing concept development, brand management, media buying, public relations, and fundraising in addition to producing events both large and small.

Karen Auster was recognized by the New York City Department of Small Business Services for outstanding marketing and promotions for BKLYN DESIGNS, an annual tradeshow she conceptualized, branded, and produced for the Brooklyn Chamber of Commerce. Karen has served on the Board of Directors and Nominating Committee for the Brooklyn Chamber of Commerce for the past eight years and currently sits on the Board of Directors for Issue Project Room.

Steven L. Wilner

Partner, New York Office

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Mr. Wilner's practice focuses on financial and corporate matters, ranging from global real estate development, acquisitions, dispositions and finance to international mergers and acquisitions and restructurings, including private equity investments and joint ventures.

Mr. Wilner is distinguished as one of the country's best real estate lawyers by *Chambers Global, Chambers USA, The Legal 500 U.S.* and the *PLC Which Lawyer? Yearbook*.

Mr. Wilner's experience includes advising international investors in numerous acquisitions, dispositions, joint ventures, restructurings and financings for hotel and resort properties throughout the world, including in New York, Las Vegas, Washington, Miami, Dubai, Mexico, Tanzania and Europe, among others. He has also advised numerous foreign investors in connection with acquisitions of office properties in New York and elsewhere, including many landmark buildings.

Some of Mr. Wilner's recent representative matters include acting as counsel to:

- Genting New York LLC in its successful bid to the New York State Division of Lottery for the development of an entertainment destination with 4,525 video lottery terminals at the Aqueduct Racetrack in Jamaica, Queens;
- YOTEL and its principal equity investor in the development and opening of the new YOTEL 700-room hotel on 42nd Street and 10th Avenue in NYC;
- The Genting Group in its $236 million acquisition of The Miami Herald building, including 13.9 acres of waterfront property which it plans to develop into a luxury resort and convention center; and
- Istithmar PJSC in its joint venture with MGM Mirage and Kerzner International Holdings Limited for the development of a 40+ acre, multi-billion dollar integrated resort property on the Las Vegas Strip.

Mr. Wilner joined the firm in 1988 and became a partner in 1997. Mr. Wilner spent 2001-2005 as a partner in Tokyo. Mr. Wilner received a J.D. degree from New York University School of Law in 1988, where he was the 1987-1988 Blaustein Fellow of International Human Rights. He received his undergraduate degree from Tufts University in 1985.

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jsolomon@cgsh.com

Mr. Solomon's practice focuses on real estate transactions, including securitized and unsecuritized financing, development, leasing and acquisitions.

Mr. Solomon's recent experience includes acting as counsel to:

- Barclays Capital in its acquisition of Lehman Brothers' Manhattan headquarters and certain other real estate assets;
- Meraas Capital in its acquisition of a 20% interest in the GM Building through a joint venture with Boston Properties Limited Partnership and US Real Estate Opportunities;
- Istithmar in its acquisition of a 50% interest in and subsequent restructuring of the Fontainebleau Hotel, Miami;
- JPMorgan Chase & Co. in its $1.7 billion acquisition of RBS Sempra Commodities' global Metals, Oil and European Energy units and subsequently in the acquisition of RBS Sempra Commodities' North American assets;
- OneWest Bank in its $13.9 billion acquisition of IndyMac from the FDIC; and
- Nortel's sale of its wireless unit to Ericsson through bankruptcy auction.

Mr. Solomon joined the firm in 2006. He received his J.D. degree from Brooklyn Law School.

Cleary Gottlieb Steen & Hamilton LLP is one of the leading international law firms widely recognized for its expertise in real estate and infrastructure development, including financing, sale leasebacks, leasing, acquisitions and dispositions, as well as for its tax, regulatory and litigation practice. Cleary Gottlieb was founded in 1946 with the simultaneous opening of offices in New York and Washington, D.C. The firm has since grown to include more than 1,100 lawyers working in 14 closely integrated offices in the world's major financial and regulatory capitals (New York, Washington, Paris, Brussels, London, Moscow, Frankfurt, Cologne, Rome, Milan, Hong Kong, Beijing, Buenos Aires and São Paulo). The Cleary Gottlieb team for the project will be led by Steven L. Wilner and Jordan Solomon (see attached biographies).

Cleary Gottlieb's real estate team has been actively involved in many development projects across the United States, including several recent projects in New York City, as well as internationally. We represent clients on the most complicated cross-border transactions, as well as on intricate domestic matters throughout the Americas, Europe, Asia and the Middle East.

During the past several years we have played a leading role in a number of large development projects, including several in the New York City region. For example, last year we advised Genting New York LLC in its successful bid to the New York State Division of Lottery for the development of an entertainment destination with 4,525 video lottery terminals at the Aqueduct Racetrack in Jamaica, Queens. The project was lauded by a state politician as "*one of the most important vendor contracts New York has ever signed*," and one that "carries the future of New York's racing industry on its back." Earlier this year we were counsel to YOTEL and its principal equity investor in the development and opening of the new YOTEL 700-room hotel on 42nd Street and 10th Avenue in New York City, which includes the largest hotel outside terrace space of any hotel in New York City. Other recent projects include advising on the acquisition, related financing and redevelopment of the former Knickerbocker Hotel (Six Times Square) in New York City for conversion to a luxury hotel, as well as advising Istithmar in joint venture with The Related Companies to develop Grand Avenue (a Frank Gehry-designed $3 billion mixed-use project in downtown Los Angeles, California) and Genting Group in its $236 million acquisition of The Miami Herald building, including 13.9 acres of waterfront property which it plans to develop into a luxury resort and convention center. Additionally we have advised on a number of acquisitions of prominent buildings in New York City, including: 767 Fifth Avenue (the GM Building), 450 Park Avenue, 2 Grand Central Tower, 125 West 55th Street, 540 Madison Avenue, and 1466 Broadway.

HOLTZ RUBENSTEIN REMINICK
CERTIFIED PUBLIC ACCOUNTANTS. BUSINESS ADVISERS.

Firm Responsibilities

John Basile is an audit and accounting partner with Holtz Rubenstein Reminick LLP and a member of the firm's executive and compensation committees. He also serves as the firm's liaison with DFK International, coordinating all business development opportunities between the firm and DFK International members.

Relevant Experience

Mr. Basile has over 25 years of diversified public accounting experience, advising companies in many areas including U.S. GAAP reporting, SEC requirements, and general business advisory matters. He represents both public and privately-held companies and is well versed in many industry sectors, including service companies, technology, software development and sales, real estate, and equipment leasing. Mr. Basile also is one of the firm's practice group leaders in the area of financial services, which covers investment companies and alternative asset funds, as well as regulated broker dealers and registered investment advisers. He is a skilled team leader whose responsibilities include counseling and training the firm's key staff.

Professional Activities

Mr. Basile is a member of the American Institute of Certified Public Accountants (AICPA), the New York State Society of Certified Public Accountants (NYSSCPA) and its SEC Practice committee, and DFK International's Accounting & Assurance Committee. He has been an instructor for the Becker CPA review course and lectured at numerous AICPA and NYSSCPA sponsored events. In addition, Mr. Basile is on the board of directors of POPPA Inc., a not-for-profit organization serving New York City police officers in distress.

Education

Mr. Basile earned his B.S. degree in accounting from Wagner College.

THE MARINO ORGANIZATION

STREET SMART COMMUNICATIONS

THE MARINO ORGANIZATION

Founded in 1993, The Marino Organization (TMO) is a full-service public relations agency with a wide range of experience across multiple business sectors. We are a dedicated team of communications professionals who pride ourselves on being strategic, results-driven, aggressive and "street smart."

TMO's account base represents the fields of commercial real estate, tourism and entertainment, architecture and construction, retail, food and beverage, energy, professional services, consumer products and services, media and publishing, cultural organizations, business services and financial services.

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Our company creates and implements customized communications strategies in support of national and regional corporations, trade associations, community and economic development organizations, government entities, institutions, not-for-profit organizations and other clients.

TMO's capabilities include media relations, strategic counsel, event management, brand building, crisis communications, message development and media training, community relations, integrated marketing, public affairs and corporate communications.

Here is a closer look at some of these capabilities:

Media relations: Operating from a sound understanding of our clients' organizational objectives – combined with our intimate knowledge of local, national and international media – TMO attains favorable coverage, editorial support, and other strategic placements that meet clients' needs. We work in partnership with clients to develop the right messages and train spokespeople to effectively deliver these messages to targeted journalists. We create customized media relations infrastructures that complement and bolster our clients' existing marketing and media relations programs.

Public Relations

Media Relations

Community Relations

Strategic Consulting

Public Affairs

Crisis Management

Event Management

Corporate Communications

Media Training

Integrated Marketing

Event management: TMO has collaborated with numerous clients to ensure that their special events fulfill organizational goals. We can manage logistics and vendors, script the event, develop the "run of show," work in conjunction with top public officials, organize media credentials, and generate media coverage. Our agency has managed events of all kinds and sizes, including occasions attracting from 15 to 10,000 attendees.

Major event categories include groundbreakings, ribbon cuttings, product and dining venue launches, topping-off ceremonies, public hearings, rallies, breakfast forums, community forums and public scoping sessions, corporate events, outdoor events and ceremonies, and intimate gatherings.

Some notable events include:

- Series of grand opening events for the world's largest, private international air terminal: Terminal 4 at JFK Airport
- Opening of Luna Park and Scream Zone in Coney Island
- Week-long event series in NYC honoring Tuscan culture for Italy's Tuscany tourism bureau
- Orchestrated multi-event Sister City program linking Staten Island with Tuscan city
- Grand opening of the Brooklyn Navy Yard exhibition and visitors center
- Country's largest pro-troop rally at WTC site for the Building Construction Trades Council
- Wall Street celebration of Home Depot's 1,000th store opening

- JFK Airport's Terminal 4 fashion show
- The opening of more than 45 Home Depot stores in tri-state region
- Race for the Kids event for Big Brothers/Big Sisters of NYC
- ConEdison Solutions "Green Power" launch at 4 Times Square
- Chelsea Piers "Green Power" award ceremony/announcement with ConEdison Solutions
- Morton's first Brooklyn restaurant
- InterContinental's first Indigo Hotel in Manhattan
- Assist with hosting Crain's Business Forum series
- Union Square Partnership's annual Harvest in the Square
- Center for American Progress forum

Building brands: The Marino Organization knows how to establish, shift and elevate a client's brand as demanded by business or organizational needs. Prominent examples include: the rebranding of Coney Island as an inviting, family-friendly attraction, boosting the allure of Silvercup Studios in Queens as a world-class production venue, building the image of the Brooklyn Navy Yard as a thriving, urban industrial park, and working with Business Improvement Districts across NYC to reposition and improve public perceptions of the Fashion District, Union Square, Downtown Brooklyn and Hudson Square.

Also, of direct note to this assignment, TMO has played a key role in helping to reposition One World Trade Center itself as a desirable leasing location, helping to dispel public concerns over the building's progress and safety.

Community relations: The Marino Organization has designed and implemented many thoughtful and effective community relations strategies that have enriched our clients' relationships with community-based constituencies. Our experienced team has a high level of comfort and experience working with community organizations, schools and other local institutions.

Public affairs: TMO understands the dynamics of the public sector from the inside looking out. Several members of our executive team have extensive experience in government, so we can empathize with public officials. Our own hands-on experience allows us to understand the way the public sector interacts with such constituencies as businesses, not-for-profit organizations, institutions, community groups, trade associations, schools and others.

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The Marino Organization has an unmatched combination of skills and experiences in marketing high-profile assets and attractions in New York City.

For example:

- Our agency promotes Central Amusement International's transformation of Coney Island -- including Luna Park, the revamped Boardwalk attractions and a new amusement park called Scream Zone -- into a world-class tourist destination. The site boosted 2011 attendance to 640,000, in part arising from an aggressive public relations initiative
- We have promoted such well-known dining venues as The Boathouse in Central Park, as well as Morton's The Steakhouse throughout the tri-state region. We have also successfully promoted Blu@Indigo, Gotham Restaurant Group, Castellani wines, and other dining venues
- Our agency provides strategic communications services to JFK IAT LLC, the private developer and operator of Terminal 4 at JFK International Airport, in working with public agencies to promote the facility to the traveling public

- We manage Big Brothers/Big Sisters' annual dinner gala, its Race for the Kids event -- which this year attracted 4,000 participants -- its Gridiron Games at MetLife Stadium for disadvantaged youth, and other events.

Some recent and current clients have included New York University 2031, the Real Estate Board of New York (REBNY), the NYU Schack Institute of Real Estate, Walmart, Carnegie Hall, Time Warner Center, Silvercup Studios and the American Institute of Architects.

Of direct relevance to this project, The Marino Organization also represents The Durst Organization and Cushman & Wakefield -- in conjunction with the Port Authority of New York and New Jersey -- in support of the leasing of One World Trade Center.

Personnel who will support this project

Francis C. Marino, President and CEO

Francis C. (Frank) Marino, who founded The Marino Organization in 1993, has more than two decades of communications experience in both the public and private sectors.

He is highly regarded in the New York City metropolitan area as a skilled communications strategist and public relations practitioner serving both business and not-for-profit clients. Frank provides senior strategic counsel to large corporations and prominent business and trade associations. He is also recognized as one of the region's top communications strategists in the areas of real estate and community affairs.

When Home Depot -- one of the world's most successful retailers -- needed to create a multi-year public relations strategy to penetrate its new market in the New York metropolitan area, the company turned to Frank to lead the initiative. Time Warner Cable also looked to Frank for strategic guidance in executing its New York City marketing program. ConEdison *Solutions*, a subsidiary of Con Edison, tapped him to create a public relations game plan to support the energy services company's expansion plans. And the Real Estate Board of New York (REBNY), one of the city's most influential business organizations, called upon Frank to design a multi-faceted public relations program that would elevate its influence with the media and with members.

He has excellent working relationships with many leading editors and reporters, and has advised Fortune 100 corporations, major trade organizations, publishers, public and elected officials, government agencies, not-for-profit organizations, arts organizations, publishers, startups and business services firms.

Frank served as senior vice president of the New York City Public Development Corporation, now called the Economic Development Corporation. He helped manage the City's business attraction and business retention programs. Frank was a key liaison with many of New York City's top corporations and employers. He was the corporation's spokesperson and oversaw public affairs, media relations and marketing.

A graduate of Iona College, Frank has been a senior manager in the New York State Assembly and a political campaign consultant.

Lee A. Silberstein, Executive Vice President

Recognized in and around New York City as a keen public relations strategist, Lee has more than 20 years of experience in the fields of media relations, community relations and public affairs.

On the media relations front, he enjoys day-to-day working relationships with an extensive network of leading editors and reporters. He has managed community relations programming for some of the city's most ambitious economic development initiatives. And Lee has provided senior-level, strategic consulting services to numerous large businesses and organizations.

Lee served as a vice president for the New York City Public Development Corporation, where he was responsible for daily press and government relations. He also served as assistant press secretary to New York City Mayor David N. Dinkins and as a special adviser to Rhode Island Governor J. Joseph Garrahy.

A graduate of Brown University, Lee has managed high-profile accounts ranging from real estate to retailing to transportation to not-for-profit organizations.

Steve Vitoff, Senior Vice President

A community organizer by training, Steve served as public affairs director of the NYS Urban Development Corporation, now known as the Empire State Development Corporation. He worked as a speechwriter for Governor Mario M. Cuomo and State Economic Development Commissioner Vincent Tese.

As a senior account supervisor with M Booth & Associates, Steve won the prestigious "Big Apple" award from the New York chapter of the Public Relations Society of America for his management of a research-driven, strategic program in support of Capgemini, an international IT consulting firm. At TMO, he has managed successful, strategic programs in support of the agency's real estate and energy services clients. Steve, who has also directed financial services accounts for TMO, is an accomplished business writer and communications strategist.

He holds a bachelor's degree from the Harry Van Arsdale, Jr. School of Labor Studies/State University of New York.

Cara Marino Gentile, Vice President

As a skilled communications strategist with more than 10 years experience in the field, Cara Marino Gentile has a proven track record of success. She has managed and implemented high-impact strategic communications programs for clients in a variety of industries, and in particular, the real estate and energy sectors.

Specifically, Cara has managed a multi-year public relations program in support of The Real Estate Board of New York (REBNY), the city's oldest and most influential real estate trade organization. REBNY sought TMO's expertise to elevate its profile and influence among the media and its 12,000 members. Among other aspects of the ongoing public relations program, Cara helped REBNY reposition its residential and retail market reports making them a valuable tool for media. The reports consistently garner top tier media coverage in publications including *The New York Times*, *New York Post*, *Crain's New York Business*, and *Women's Wear Daily*.

Con Edison *Solutions*, one of the top energy services companies in the country, also turned to TMO to build a strong communications program to meet the needs of its rapidly expanding business. As part of a full spectrum of communications efforts, Cara managed several large-scale media events including the 2009 announcement of the largest commercial wind power user in New York City, Chelsea Piers, in an event which resulted in positive media coverage in a host of print publications and all the major local broadcast television networks. Most recently, Cara was involved in generating positive media attention for Con Edison Development, sister entity to Con Edison *Solutions,* as it broke ground for the largest solar

farm in the northeast. Media coverage included major wire services such as The Associated Press, Bloomberg, as well as *The Philadelphia Inquirer*, among many others.

In addition to real estate and energy, Cara has been involved in successful communications efforts for JFK Airport Terminal 4, the only non-airline, privately-operated terminal, with more than 50 airlines and an annual passenger volume of 9.5 million travelers. Terminal 4 recently announced a major expansion, which will enable Delta Airlines to become its anchor tenant. Public relations initiatives since the terminal's opening in 2001 have included garnering media coverage for new airlines, retailers and restaurant tenants.

Cara has been heavily involved in the residential real estate arena, including publicity efforts for the 303-unit Oro condominium in Downtown Brooklyn and most recently the launch of a new, 76-unit condominium in Long Island City known as *The Industry*.

Prior to joining TMO, Cara started her professional career at OgilvyPR in their Health and Medical practice. Cara graduated from Boston College with a bachelor of arts in communication and minor in English.

Introducing

Daniel Thomas

Career Summary

Daniel is a results oriented and driven business leader with over fourteen years of management and operational experience within aviation, tourism, and towers – spanning Human Resources, Organizational Change, Training and Development, Sales and Operations. Daniel has spent the last 4.5 years leading John Hancock Observatory, one of Chicago's iconic tourist attractions. Under his leadership, he rejuvenated the brand, significantly boosting attendance and financial performance, and drove innovation in Chicago's highly competitive tourism market with the creation of Skating in the Sky, the world's highest synthetic skating rink.

Since relocating to Chicago from New Zealand, Daniel has been elected to the Board of Directors of the Greater North Michigan Avenue Association, is active on their finance committee and Co-chairs their Marketing division. In addition, he was elected as the Vice Chairman of the Illinois Tourism Alliance and sits on the International Executive Committee for the World Federation of Great Towers.

Prior to this he held senior management positions within two of New Zealand's leading public companies – Air New Zealand and SKYCITY Entertainment Group.

Key strengths include driving stakeholder returns through building revenue and greater business performance, developing highly effective and successful teams of people, implementing product innovation, and superior customer service with a focus on simplicity.

Daniel's personal ambition is to utilize his skills, knowledge and personal attributes, to develop, mentor and motivate business managers, drive change, and enhance the Customer Experience throughout progressive and innovative companies.

Competencies & Achievement Overview

Organizational Development & Change

- Creation of a new structure to ensure greater business performance and superior customer service levels within John Hancock Observatory
- Developed and implemented a new Internal Brand and Culture within Air New Zealand and John Hancock Observatory
- Converted a business cost product into a separate business unit with revenue generation in excess of $1.5m per annum
- Designed and implemented a new structure to meet a revised business strategy for Air New Zealand Sydney Airport

Human Resources

- Responsible for creating and developing Position Descriptions along with Line Managers for recruitment
- Defining of Goals, Measures and Targets for direct reports across various business units
- Designed Annual Performance Appraisal Process for all staff
- Performance Management and Disciplinary processes
- Recruitment - recommendation of recruitment strategies & implementation for the business including bulk recruitment

General/Strategic Management

- Redefining of the tourism strategy within the John Hancock Center to create a stand-alone and viable business
- Managed 36 direct reports and Air New Zealand's aircraft operations at Sydney Airport - 11 flights per day
- Reduced $160k in labor costs by coverage reduction in Air New Zealand's First & Business Class Lounge
- Implementing and monitoring quality audits within the work place for various businesses

Operational Management

- Managing an international visitor attraction through a team of 100 staff across Retail, Food & Beverage and Observation visitors
- Decisively managed Air New Zealand's operation at Sydney International Airport consisting of 54 flights per week, Airport Sales Desk, First and Business Class Lounge facilities
- Overall responsibility of managing a Sales facility with revenues in excess of $4m per annum

Training & Development

- Creation of a Station Induction Program for Sydney Airport which later became benchmarked for all of Air New Zealand's Australian Airports
- Facilitation and design implementation of New Intake Cabin Crew Training, Premium Service Upgrade Courses, Purser Promotion and On-Line Coaches Training

Facilitation & Project Management

- Implementation of Company Induction Program to 16,000 staff throughout the Air New Zealand/Ansett Group
- Designed a business Performance and Cost Reduction Program roll out to 16,000 Air New Zealand/Ansett employees to increase cost awareness
- Responsible for implementation of a new IT System for Air New Zealand's Sydney Sales Desk
- Recommendation and managing installation of a new Customer Tracking System in Sydney Airport Lounge to track customer trends and loyalty
- Manage the successful implementation of Air New Zealand's Tasman Express strategy in Sydney
- Project managed a multi-million dollar refurbishment and rebrand of one of Chicago's most visited tourist attractions – John Hancock Observatory.

Sales & Marketing / Customer Service

- Responsible for exemplary Customer Service Delivery through a team of 36 Customer Service Agents
- Winner - Best Staffing Award – The World Federation of Great Towers 2010
- Development of Skating in the Sky (world highest skating rink) with a ROI of $250k
- Using research data to amend, improve and monitor Customer Service Delivery standards
- Implementation of customer recovery initiatives
- Exceeding individual revenue targets of $1m per annum in Air New Zealand

Travelcentres

- Specialization in selling corporate travel and gaining customer loyalty
- Management of $1.5M sales, marketing and social media budget to ensure optimum ROI

Recent Awards

- Business Impact Award - Greater North Michigan Avenue Association (GNMAA) 2010
- Best Integrated Marketing Campaign, Best Community Wide Campaign, Best of Show - Illinois Governor's Conference on Tourism 2009
- Business Innovation Award - World Federation of Great Towers (WFGT) 2009
- Tourism Website - International Association of Amusement Parks & Attractions (IAAPA) 2009
- Best Website, Best Branding Initiative (Skating in the Sky), Best Cooperative Partnership, Best Media/PR Initiative, Best of Show - Illinois Governor's Conference on Tourism 2011

Detailed Work Experience

Dec 2007 – 2011
John Hancock Observatory/Golub & Company, LLC
Chicago, USA
General Manager

Context of Position

- Direct the strategy, marketing, sales and operations of the Observatory, one of the Chicago's most visited tourist attractions and one of the highest 360-degree views in the Midwest. Full responsibility for financial, overall customer service experience including retail and food and beverage operations.

Accomplishments

- Creation of a new award-winning brand, website and online booking engine within 18 months.
- Successful implementation of operations re-structures to drive greater business performance and increase productivity and profitability
- Responsible for a multi-million dollar refurbishment of Observation experience, including the launch of the worlds' highest Espression by Lavazza concept café.
- Winner of three tourism awards for Marketing Excellence, Best Marketing Campaign and Best of Show at the Illinois Governors' Conference on Tourism.
- Board Director of Greater North Michigan Avenue Association and Vice Chairman of the Illinois Tourism Alliance.

Aug 2005 – Dec 2007
SKYCITY Entertainment Group
Auckland, NZ
Sky Tower Manager

Context of Position

- Responsible for the overall management of an international visitor attraction including – Retail, Tower Operations, Education and two Food & Beverage outlets. Full accountability for the P&L, which includes approximately 100 staff and generates revenue of $15M per annum.

Accomplishments

- Introduction and development of a ticket-less entry system to enhance customer service and delivery
- Successful implementation of a restructuring within Tower Operations to drive business efficiency and increase productivity.
- Responsible for a business turnaround of $400k during the FY07 financial year.
- Achievement of highest Tourism Qualmark rating to date (96%) and winner of "Best Visitor Attraction of the Year 2007"

HR Executive

Context of Position

- Responsible for strategic HR advice and direction to a group of line managers, including Performance & Reward, Remuneration, Leadership, Disciplinary Processes, Personal Development, Training, Financial, Project Management and Service Delivery Standards. His portfolio included two hotels (one 5 star), Security & Surveillance, New Zealand's SKYTOWER, Car-park Operations, Property Services and Metro Cinemas, which represents 2,500 staff from the overall casino operations.

Accomplishments

- Effective working relationship with both SFWU & SEA Unite unions.
- Successful implementation of a re-structure within the Security & Surveillance Department including redundancies
- Implementation of Absenteeism Management Process for Line Managers to reduce absenteeism
- Creation of a Global Recruitment Strategy for Chefs to mitigate a market shortage
- Design and implementation of a Group wide Reward & Recognition Strategy
- Re-design of all internal HR recognition material - Certificates, Birthday cards and recruitment web design

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Mar 2004 - Aug 2005
Air New Zealand
Auckland, NZ
Shorthaul Purser / Trainer

Context of Position

- Representing Air New Zealand and its Star Alliance partners on board Boeing 737 / 767 & Airbus A320 aircraft servicing New Zealand, Australia and the South Pacific. Responsible for coaching & developing the Cabin Crew onboard. Effectively contributing to the On-time performance through time management and problem resolution. Ensuring that the Customer Service Delivery is consistent and maintained to ensure customer satisfaction levels are not compromised.

Accomplishments

- Effective delivery of Public Address Announcements
- Proficiency in the delivery and sign off process for Domestic and International Business Class product
- Effectively leading, motivating and developing an in-flight team & conducting daily Performance Management Assessments
- Training, Coaching and mentoring new and existing cabin crew to ensure compliance with the Civil Aviation of New Zealand
- Effective contribution and understanding of On-time Performance of the Air New Zealand Fleet
- Exceeding expectations of Air New Zealand's High Value Customers and making any recommended changes to the Service Delivery Team to increase onboard engagement.

Sep 2002 - Mar 2004
Air New Zealand
Sydney, AU
Administration Manager

Context of Position

- This role is to manage all administrative aspects of the Air New Zealand operation at Sydney International Airport. Areas of Responsibility include – deputy to the Station Manager, Monthly Reporting, HR & Staff Development (including the Annual Performance Appraisal and Quarterly Review Process), Management of the First/Business Class Lounge; Sales and Service Desk, Star Alliance for the station, Training and Development and co-ordination of external supplier relationships and performance meetings.

Accomplishments

- Introduction of a new automated Lounge Access System to achieve quality and productivity increase
- Introduction of QIK Retail into the Sales and Service Desk in line with the wider company strategy
- Conversion to automated rosters for the operation based on a skilled workforce, not coverage
- Developed Air New Zealand Induction Training for Australia and Customer Service Agent Training for Sydney
- Converted a business cost product into a separate business with revenue generation

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Duty Operations Manager

Context of Position

- The role is to manage Air New Zealand's operation at Sydney International Airport (73 flights a week) through a team of 30 staff. In addition to my regulatory responsibilities, I was also responsible for managing the First and Business Class Lounge, Sales Desk and HR related issues.

Accomplishments

- Implementation of recruitment process at Sydney International Terminal that is consistent with company policy and procedures
- Implementation of new menu in the First and Business Class Lounge to achieve cost reduction and quality improvement
- Facilitation of Staff/Team meetings to resolve operational issues and increase productivity and change ineffective procedures
- Creation of a new communication tool called 'inform' to bridge the gap between Air New Zealand staff and company standards with our ground handling agent – Qantas.

May 2002 – October 2002
HR Services Consultant
Air New Zealand – Auckland

Context of Position
- Role is to recruit quality candidates for line managers for the Customer/In-flight Services, Travelcentre, Contact Centre and Agency Sales portfolios.

Accomplishments
- Improved candidate sourcing, Advertising and presentations,
- Increasing interview to hire ratio by coaching, mentoring and improving relationships with recruitment suppliers, line managers and HR Managers
- Managing bulk recruitment
- Holding job briefs and meeting with managers to redesign position descriptions
- Extensive experience in Assessment Centres
- Redesign of Shorthaul Flight Attendant recruitment process and implementation
- Creation of an internal assessment process for Purser recruitment from Shorthaul flight attendants
- Managing to the Service Level Agreement with our suppliers

Jan 2000 – May 2002
Shorthaul Trainer / Flight Attendant

Context of Position
- Representing Air New Zealand and its Star Alliance partners on board Boeing 737 / 767 aircraft servicing New Zealand, Australia and the South Pacific. Effectively contributing to the On-time performance through time management and problem resolution.

Accomplishments
- Training, Coaching and mentoring new and existing cabin crew
- Effective contribution and understanding of On-time Performance of the Air New Zealand Fleet
- Proficiency in the delivery of Domestic and International Business Class product
- Effective delivery of Public Address Announcements
- Effectively leading an in-flight team during acting Purser Duties

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Facilitator

Context of Position
- Facilitating the company Induction Program “Playing to Win”, this was the corporate induction program for new employees within Air New Zealand/Ansett Australia. This involved training all employees on the company values, strategies, culture and developments. I also facilitated the corporate business workshop “Take Off”, teaching the financial side of the airline to staff and Senior Management.

June 99 – Jan 00
Domestic Flight Attendant, Mount Cook Airline
Christchurch, NZ

Context of Position
- Operating on ATR72 – 200/500 aircraft within New Zealand as the Air New Zealand Link brand

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Nov 95 – June 99
Corporate/Leisure Travel Consultant, Air New Zealand Travelcentres
Invercargill, NZ

Context of Position
- Initiate and Develop relationships with new and existing corporate clients
- Facilitating all travel needs including all airlines, rental car, accommodation and Tour Bookings while maximizing revenue

Accomplishments
- While in the Travelcentres, I exceeded the set sales targets of $1m every year
- Implemented and trained staff on the ET System and Database

Personal Details

Address
P. O. Box 11278, Chicago, IL 60611

Contact
Mobile: +1 312 363 7093
Email: daniel@tourismsolutions.org

Education
Graduate Diploma in Business Studies – Human Resources Management (current),
Massey University – Extramurally
• Organizational Behavior
• Personnel Management
• Training and Development Planning and Creation

Fifth Form Certificate (1993)

Tourism and Travel Advanced Diploma and Certificate in Information Technology (1994)

Auckland College of Education - 2001
• Coaching for Performance Module

Interests
Running, Travel, Japanese, Music, Theatre, Fashion, Art

Referees
Available on request.

MONTPARNASSE
56
USA

One World Trade Center Observation Deck RFQ

Presented by
ProFun Management Group, Inc.

210 West Main Street • Suite 201 • Tustin, CA 92780 USA
Phone: +1 714.832.5551 • Fax: +1 714.832.2166
www.profungroup.com

ProFun Management Group, Inc.

Exhibit A – Cover Letter

November 23, 2011

The Durst Organization
WTC Tower 1 LLC
One Bryant Park
New York, NY 10036

Via E-mail: OneWTCObDeck@durst.org

To Whom it may concern:

We are very pleased to present our credentials and qualifications to become the manager and operator of the pre-opening development process and subsequent post opening daily operation of the One World Trade Center Observation Deck. We feel uniquely qualified to manage and operate this unique tourist facility based on our team's expertise in the operation of mass attended leisure time facilities as well as our many years work experience in New York City, including with the National September 11Memorial & Museum at the World Trade Center site.

By way of introduction, ProFun Management Group brings more than 250 years of shared experience and an independent spirit to the management and operation of theme parks, entertainment centers, visitor centers, attractions and other leisure-time projects. Our work has taken us all over the world, exposed us to diverse cultures and challenged us to deliver unique experiences for the people who visit our attractions year after year.

We are extremely proud of the great reputation we've earned in our industry. It's built on a deep commitment to our guests, our partners and our own high standards. While every project is different, we approach each of them the same way – with are four keys of success:

- Safety (Visitors & Staff)
- Courtesy
- Show (Unique Experience)
- Efficiency (Financial Accountability)

Utilizing our extensive experience with regard to the planning, operations and marketing of a wide variety of leisure entertainment facilities and theme parks, we have been privileged to assist many organizations through the development, pre-opening and operational phases of their projects.

210 West Main Street • Suite 201 • Tustin, CA 92780 USA
Phone: +1 714.832.5551 • Fax: +1 714.832.2166
www.profungroup.com

Our first assignment was the successful opening of Volkswagen's $500-million brand land in Wolfsburg, Germany: Autostadt. Since that time, we were awarded the management contract for projects in Germany, South Africa, China, Egypt and the United States. Our recent experience with the opening of Ferrari World in Abu Dhabi and the China Telecom/China Mobile Pavilion at the Shanghai 2010 Expo, have proven our skills and abilities in working with quality high volume visitor attractions.

For this project ProFun is teaming up with its sister company Management Resource. For the past 31 years, MR has been providing business, operational and marketing planning, and daily operational management consulting to major theme parks, museums, World Expositions, Olympiads, urban/location-based entertainment centers, and quality destination resorts.

Many of our industry clients include the major entertainment companies, e.g., Disney, Viacom/ Paramount, Universal Studios, Sony Entertainment, MGM Studios, and Time Warner. We have been privileged to work with numerous museums, aquariums, science centers and other not-for-profit institutions.

Several of MR's recent/current clients include: The American Museum of Natural History, New York; the National September 11 Memorial & Museum, New York; The Aquarium of the Pacific, Southern California; The Field Museum and Museum of Science and Industry, Chicago; The Coca Cola Company; BBC Worldwide; and Hit Entertainment, to name a few.

Key players on the team that will be involved in this project include: Jim Benedick, Brad Merriman, Jim Higashi, Claus Frimand, Linda Simos, Bob Baldwin, John MacDonald, Kenny Wagener, and of course, myself. Many of these team members have extensive Disney Theme Park backgrounds as well as working with many other highly attended entertainment facilities.

Please review our attached credentials, extensive experience and overall qualifications to be the manager and operator of the One World Trade Center Observation Deck. We look forward to answering any questions you may have regarding our qualifications and receiving the RFP upon its release. Thank you for your interest in our firm. You may also visit our websites at www.profungroup.com and www.mgmtres.com for more information on ProFun Management Group and Management Resources.

Best Regards,

David H. Schmitt
President & CEO

Exhibit B – Company Profile – ProFun Management Group

1. Company history

ProFun Management Group, Inc. is a privately held California corporation formed in 1999 to specifically address the need for entertainment and attraction operators for domestic and international clients. It was formed out of the demand for full time operational management requests from our 31 year old associated consulting company, Management Resources. ProFun's first project was the successful opening of Autostadt in 2000, Volkswagen's $500-million brand-land in Wolfsburg, Germany.

Utilizing our extensive experience with regard to the planning, operations and marketing of a wide variety of leisure entertainment facilities and theme parks, we have been privileged to assist many organizations through the development, pre-opening and operational phases of their projects.

From our first assignment at Autostadt to the Grand Opening of Ferrari World Abu Dhabi in November 2010, we have been awarded the management contracts for other projects that include: China Telecom/China Mobile at Expo 2010, China; Happyland, Vietnam; The Suzanne Mubarak Family Park, Egypt; uShaka Marine World, South Africa; Space Center Bremen, Germany; Daytona Beach Pier, Florida; and Rawhide Western Town, Arizona.

2. Number of years in business

ProFun Management Group, Inc. has been in business for 11 years.

3. ProFun Management Group, Inc. is a California Corporation. It's officers and directors and state of incorporation:

David H. Schmitt – President & CEO
Bradley C. Merriman – CFO & Treasurer
James H. Higashi – Vice President

State of incorporation - California

4. Primary Contact

David H. Schmitt – dschmitt@profungroup.com – 1.714.832.5551

5. Web page address

www.profungroup.com

6. Financial statements for the three (3) previous years and interim year to date.

We are a privately owned corporation and do not release financial statements but have provided the following:

a. ProFun Management Group Corporate Office
   210 West Main Street, Suite 201
   Tustin, CA 92780
   United States of America

b. [redacted]

c. Three credit references:

Federal Express
Phone: (800) 622 – 1147
Fax: (800) 548 – 3020
[redacted]

BMW Financial
PO Box 3608
Dublin, OH 43016-0306
Phone: (800) 578 – 5000
[redacted]

Time Payment Corp.
16 N.E. Executive Park #200
Burlington, MA 01803
Phone: (877) 868 – 3800
[redacted]

Bank Reference:
US Bank
4100 Newport Place
Newport Beach, CA 92660
Phone: (949) 863 - 2462
Robin Woods, VP
[redacted]

d. We do not subscribe to Dunn & Bradstreet and do not have any reports to submit.

e. We cannot provide balance sheet financials as we are a privately owned corporation and do not release that information.

Company Profile – Management Resources (Team Member)

1. Company history

For over three decades, Management Resources has helped a wide array of commercial and not-for-profit attractions create the kind of indelible experiences that keep visitors coming back again and again, while providing the financial, operational and marketing wherewithal to drive profitability and manage growth.

From providing physical planning requirements, staffing requirements and operating budgets for National September 11 Memorial & Museum in New York to delivering marketing and ticket sales strategies for the American Museum of Natural History, we've made a name for ourselves all over the world, on projects large and small, by helping our clients maximize their assets, improve their performance and meet aggressive new revenue targets.

2. Number of years in business

Management Resources has been in business for 31 years.

3. Management Resources is a California Corporation. Its officers and directors and state of incorporation:

David H. Schmitt – Chief Executive Officer
James H. Higashi – Chief Financial Officer
Bradley C. Merriman – Secretary

State of incorporation – California

4. Primary contact

James H. Higashi – jhigashi@mgmtres.com – 1.714.832.1201

5. Web page address

www.mgmtres.com

6. Financial statements for the three (3) previous years and interim year to date:

We are a privately owned corporation and do not release financial statements but have provided the following:

a. Management Resources
210 West Main Street, Suite 201
Tustin, CA 92780
United States of America

b. [redacted]4

c. Three credit references:

Federal Express
Phone: (800) 622 – 1147
Fax: (800) 548 – 3020
[redacted]

Baldwin Marketing Associates
3411 E. Alderly Lane
Orange, CA 92867
Phone: (714) 921 – 9199

Concierge Limo
5542 Engineer Dr.
Huntington Beach, CA 92649
Phone: (714) 379 – 4444

Bank Reference:
US Bank
4100 Newport Place
Newport Beach, CA 2660
Phone: (949) 863 – 2462
Robin Woods, VP
[redacted]

d. We do not subscribe to Dunn & Bradstreet and do not have any reports to submit.

e. We cannot provide balance sheet financials as we are a privately owned corporation and do not release that information.

Exhibit C – Project Team – ProFun Management Group

1. Resumes of key proposed project personnel

a. Principals

David H. Schmitt – Chairman & CEO

- Co-Founder of ProFun Management Group (11 years) and Management Resources (31 years).
- Organized Seven (7) World Expositions.
- Provided on-site counsel to Disney, Paramount, Lego, Universal Studios, New York's American Museum of Natural History, The Field Museum in Chicago and the Smithsonian.
- Ten (10) years with the Walt Disney Company at Disneyland and Walt Disney World.
- Four (4) years with Marriott International (opened Marriott's Great America Theme Park).

James H. Higashi – Executive Vice President

- Over 15 years at Management Resources and 11 years with ProFun Management Group.
- Specializing in operational analysis, economic planning and operational management.
- Experience includes projects in Europe, Asia, Africa, South America, the Middle East and North America.
- Selected project list includes: American Museum of Natural History; The National September 11 Memorial & Museum; Danfoss Universe; Coca-Cola; SeaWorld; Aquarium of the Pacific; National Aquarium; and many others.

Bradley C. Merriman – Executive Vice President

- Over 15 years at Management Resources and 11 years with ProFun Management Group.
- Specializing in operational analysis, economic planning and operational management, his experience includes projects in Europe, Asia, Africa, South America and North America.
- As managing partner in the financial services industry he led all efforts in the planning, development and management of a highly successful start-up company. Laying the foundation for this venture, Brad left after its successful first year in order to focus on his primary interest: the global entertainment industry.
- Select project list includes: Universal Studios Recreation Group; Paramount Parks; Henry Ford Museum; Aquarium of the Pacific; Please Touch Museum; Silver Dollar City, Inc.; and Kennedy Space Center, Lotte World, Ferrari World Abu Dhabi; uShaka Marine World, Durban, South Africa; Monkey King Theme Park, Beijing, China

b & c. Executives & Management

L. James Benedick – Senior Vice President

- Over 42 years experience in the industry.
- Over 10 years with The Walt Disney Company: Operational Manager of Disneyland, Chief Industrial Engineer, Industrial Engineer for Disneyland; General Manager of Celebrity Sports Center in Denver, Colorado.
- Over 25 years with Management Resources and 11 years with ProFun Management Group.
- Selected project list includes: National 9/11 Memorial Museum; ICP Pavilion at Expo 2010; Autostadt, Germany; Expo 2000, Germany; American Museum of Natural History

and Rose Center for Earth and Space; Kennedy Space Center; The Field Museum; Radio City Music Hall; AmeriFlora '92; Universal Studios; Paramount Studios; Time Warner; uShaka Marine World, South Africa; Newseum, Washington DC; Expo '92, Spain; 1988 Olympic Winter Games, Canada; and, Expo '86, Canada.

Claus Frimand – Senior Vice President of Operations

- Over 25 years of international leisure industry experience, including 15 years as an expat.
- European Director of Operations at Grant Leisure, including work on: Parc Phoenix, France; Holzstadt Park, Germany; Tivoli Gardens, Copenhagen; Pixi Parc, Switzerland; and Parques Reunidos, Spain, Italy, France and Belgium.
- Vice President for company providing temporary exhibits for museums including: Egyptian exhibition with The National Gallery of Art in Washington; Samurai exhibition from Kunstkamera in St. Petersburg; and several outdoor exhibitions.
- Senior Consultant to Operations Division at Expo 2000 in Hanover, Germany.
- Deputy Chief Operating Officer at Swiss Expo 2002 in charge of Ticketing, Guest Services, Security, Maintenance and Operations, as well as master-planning and design review of 40 pavilions.
- Head of Operations for the first Olympic Spirit Center in Munich, Germany. Responsible for design, planning and operations, including negotiations with the International Olympic Committee, NOC and IOC sponsors.
- Key management positions at Disneyland Paris for 6 years during pre-opening, opening and operations, Director of Operations with overall responsibility for Parking, Ticketing, Guest Relations, Shop Operations and the Park Duty Managers Program.

Dan Aylward – Vice President

- Starting in Coney Island in 1971, Dan has almost 40 years in the themed entertainment and leisure industry.
- Acted as Vice President for Six Flags and General Manager of Marine World Africa USA (now Six Flags Discovery Kingdom).
- Served four years as Executive Vice President and Managing Director of Six Flags' European Division, holding executive responsibility for eight properties in five countries.

Robert Baldwin – Vice President of Sales

- Over 26 years with The Walt Disney Company.
- Worked in a variety of marketing, sales and operating positions including Worldwide Director of the Magic Kingdom Club and Director of Sales and Creative Services at Disneyland.
- Managed direct marketing ventures worldwide for Walt Disney Attractions, including relationship marketing programs; membership and affinity programs; corporate sales; magazine publishing and direct response activities.
- Spent a substantial amount of time in Europe and Japan while the Company was building and opening Disneyland Paris and Tokyo Disneyland. Responsible for an international team of marketing and sales personnel in Europe and Asia during these projects, and was deeply involved in the development of marketing and sales programs for both destinations.
- After leaving Disney, helped launch a software company providing in-flight entertainment programs for the airline industry. As Senior VP of Marketing and Communications, responsible for advertising, promotions, public relations, and business development.

Kenneth J. Wagener – Vice President Operations & Business Development

- Over 25 years experience in the industry.
- Four years with Marriott theme park division holding management positions in Retail and Group Sales.
- Five years with Chuck E. Cheese's working in training, and franchise store openings.
- Developed promotions in the United States for EXPO 86 – Vancouver, British Columbia.
- Two years with Whimsy based in Hong Kong serving as General Manager for a first-of-its-kind indoor theme park.
- Two years with General Growth Management as general manager for indoor theme park in a shopping mall.
- Two years with Iwerks Entertainment as onsite project manager for theater-based experience at Foxwoods Casino in Connecticut.
- Project experience: Lights of Liberty; Mystic Seaport, Hershey Museum, uShaka Marine World, Durban, South Africa; the Historic Daytona Beach Pier, Rawhide, Ferrari World Abu Dhabi, the Suzanne Mubarak Family Park and Happyland Theme Park, Ho Chi Minh City, Vietnam.

Dale Burner – Senior Vice President

- Over 35 year career as a senior executive with the Walt Disney Company.
- Oversaw a $60 million renovation of the Disneyland Hotel, a $50 million renovation of Fantasyland, partnered with the Disneyland Entertainment Division to design, engineer, and construct FANTASMIC, a $30 million multimedia entertainment event.
- Resort Liaison with Walt Disney Imagineering on new project design and construction on multimillion dollar projects such as Splash Mountain, The Adventures of Indiana Jones, Mickey's Toontown, and Disney's California Adventure.
- Vice President of Disneyland Resort Administration, responsible for integrating the logistic and technical support with the operational requirements needed for the $1.4 billion Resort expansion.
- Other Disneyland Resort experience includes: Vice President of Facilities Management and Director of Operations, Food/Beverage and Merchandise.
- After joining ProFun Management Group, Dale was instrumental in the pre-opening and operating stages of uShaka Marine World in Durban, South Africa; operational planning for two theme parks in India; and the management and operations of Rawhide Western Town and Steakhouse.

2.c. Minimum number of hours per week:

Although we cannot accurately determine the specific staff members for the project at this time, we will have individuals dedicated to this project as follows:

Pre-opening:

- Two full time experienced operations professionals
- Three to four additional experienced staff on a part-time basis
- Complete support from both the ProFun and Management Resources Corporate offices
- All supervisory and front line operating personnel will be recruited, hired and trained prior to opening specifically for this project. The timeline for the hiring and training this staff will be presented in the RFP process. Operating staff will be recruited from the attractions industry where possible to assure a knowledgeable and experienced operating crew for the first months/year of operation.

Operating:

- Two full time experienced operations professionals
- One to two additional support staff on a part-time basis from the ProFun office
- The supervisory and operating staff will be supplemented by three to four experienced staff members from the ProFun office for approximately three weeks during the initial opening period to assure a smooth and successful opening operation.
- Senior ProFun professionals will perform operational audits on a quarterly basis to assure the operation is performing to its maximum potential.
- ProFun office executive staff will review daily, weekly, monthly and annual financial reports to assure maximum performance of the Observation Deck.

We assume that the Durst organization will have approval rights to the final team selected for this project and that team members will be professionals with substantial experience and knowledge to operate this facility.

Project Team – Management Resources

1. Resumes of key proposed project personnel

a. Principals

James H. Higashi – see above bio.

Bradley C. Merriman – see above bio.

b. Executives & Management

Linda Simos – Vice President

- Over 25 years with Management Resources.
- Through research, development and program implementation, Linda has been able to develop thoughtful marketing and ticket sales plans that generate incremental attendance and revenue for many of the premier institutions in the country and around the world.
- Linda is involved with IAAPA, TEA, the American Association of Museums, Student Youth Travel Association and various other tourism related associations attending conventions, workshops and participating in guest speaking panels as appropriate.
- Project experience: Expo ’86, Expo ’92, American Museum of Natural History, The Field Museum, Newseum, Universal Studios, Paramount Studios.

Ray Giang – Senior Associate

- Over 4 years with Management Resources.
- Ray manages and assists in the analysis of various projects ranging from commercial attractions to not-for-profit institutions.
- Ray develops business plans, operational plans, financial pro forma, capacity studies and other types of analysis for the planning of new developments and the development of existing organizations.

- Project experience: Metro-Goldwyn-Mayer Studios, Warner Bros. Studio, BBC – Worldwide, London Olympics 2012, College Football Hall of Fame, American Museum of Natural History, Georgia Aquarium, National Children's Museum.

John MacDonald – Special Projects Director

- Over 7 years with Management Resources.
- Worked as an independent consultant in the themed entertainment and museum industry with such projects as Yamay Resort in Thailand and Pacific Park in Santa Monica before joining Management Resources in 2004.
- John assists a number of theme parks and individual attraction from the development process, through pre-opening and training and then past grand opening developing design guidelines, operating budgets and strategies, staffing needs and other related products for these projects.
- Project experience: Six Flags, Ferrari World Abu Dhabi, Gates Foundation, National Sept. 11 Memorial and Museum, Warner Bros. Studio.

Exhibit D – Project Experience and References – ProFun Management Group

1. **Ferrari World Abu Dhabi – www.ferrariworldabudhabi.com**
2. Abu Dhabi, United Arab Emirates
3. Provided complete operational management for Ferrari World. Reported to Board of Director of Owner.
4. 750,000 Annual Attendance
5. $100 Million Annual Revenue
6. November 2010
7. Management Contract was bought out by owner (Aldar Properties) because of change of theme park ownership in May of 2011.
8. Glenn Davidson, General Manager of Ferrari World Abu Dhabi
   Email: gdavidson@farahleisure.com
   Phone: +971 (2) 501 7760
9. No serious incidents/accidents reported.
10. Omni Ticketing System – included online, kiosk and ticket booth ticketing.
11. FWAD was owned by Aldar Properties. ProFun had a Management Contract with Aldar to manage & operate the park.
12. Bag checks by Security at the entrance to the park.

1. **Information & Communications Pavilion at the 2010 Shanghai World Expo**
2. Shanghai, China
3. Along with our Chinese partner, Betterway China, we had a management contract to provide complete operational management for the China Mobile/China Telecom Pavilion. Partnership with Betterway.
4. Attendance - 3.1 million in the 6 months of the Expo.
5. Free to Expo Visitors – no revenue involved.

6. May 1, 2010

7. The Pavilion closed with the Expo.

8. York Huang, CEO of Betterway China.
   Phone: +86 1380 186 2625
   Email: York_Huang@betterwaychina.com

9. No serious incidents/accidents during the entire operation.

10. Free admission – no ticketing systems involved but there was a pulsing of visitors - 500 every 20 minutes controlled by turnstile counters and staff.

11. Management contract with China Mobile & China Telecom.

12. No formal security for the pavilion, but video monitoring and security officers were placed throughout.

1. **uShaka Marine World –**
   www.ushakamarineworld.co.za

2. Durban, South Africa

3. Provide Operational Management to Durban Marine Theme Park – Owner of uShaka.

4. 1.2 Million Annual Attendance.

5. $23 Million Annual Revenue.

6. April 1, 2004.

7. Actively involved in operation of the entire facility.

8. Shawn Thompson – CEO, uShaka Marine World
   Phone: +27 (31) 328 8038
   Email: sthompson@ushakamarineworld.co.za

9. No serious incidents/accidents during operation.

10. Gateway Ticketing System – online tickets, kiosks and ticket booths.

11. Joint Venture Partner with two (2) South African companies forming High Footprint Management. HFM has a 10 year Management Contract with the Owner – Durban Marine Theme Park (City of Durban).

12. No formal guest checks, but security posted at the entrance gate and internally.

Project Experience and References – Management Resources (Team Member)

1. National September 11 Memorial & Museum

Management Resources has been extensively involved with the development of a memorial and museum on the former site of the World Trade Center towers. Since its initial introduction to the project in 2006, Management Resources has developed design guidelines, capacity assessments and attendance distribution models relating to the Memorial and its underground museum. Management Resources continues to play an active role in generating operating budgets, policies and planning for the Foundation which is the operator of the completed facility which opened on the 10th anniversary of the 9/11 tragedy in 2011. The ticketing system being used for this attraction is Gateway ticketing system.

Contact: David Langford, Chief Financial Officer
Phone: 212.312.8831
Email: dlangford@911memorial.org

2. American Museum of Natural History

For more than fifteen years, Management Resources has continued to provide many services for this American landmark institution. Initially, we performed an operational and marketing audit of various museum departments and were then retained to implement many of the recommendations of the audit. Working in conjunction with Museum staff, we developed and implemented new pricing and admissions programs, helped establish a new Visitor Services Department and directed the hiring and training of operating staff. Additionally, we were asked to develop and implement a marketing program for the travel trade industry. Management Resources was also responsible for the development and implementation of the tourism industry ticket sales program at the Museum. We completed the development of museum-wide operating standards and provided operating support for the new $200 million Rose Center for Earth and Space which opened in 2000. We placed a full-time staff member at the Museum for 18 months to assist in developing the operating plan for 2000 and oversee the pre-opening and initial operations of the new Rose Center. Management Resources continues to perform supply-side analysis of all temporary exhibitions and provides attendance and admission revenue projections each year. The ticketing system in place at the American Museum of Natural History is Paciolan ticketing system.

Contact: Brad Harris, Senior Director – Visitor Services
Phone: 212.769.5958
Email: bharris@amnh.org

3. Aquarium of the Pacific

Since its first year, Management Resources has assisted the Aquarium of the Pacific build the business foundation needed to achieve its mission. Our initial marketing and operational audit – which included a review of Aquarium visitor experience and programming/attraction elements, supply-side analysis of facility capacity and throughput, a review of local market complementary and competitive attractions, and an audit of ticket packages and pricing and marketing and sales

programs – yielded short and long term recommendations to improve the institution's financial performance. We worked closely with the Aquarium to implement our recommendations, including creation and development of two unique new programs, the Behind-the-Scenes Tour and Ocean Experience. Management Resources most recent work with the Aquarium of the Pacific includes providing operational and physical planning input for a proposed expansion. The ticketing system in place at the Aquarium of the Pacific is Gateway ticketing system.

Contact: John Rouse, Vice President of Operations
Phone: 562.951.1665
Email: jrouse@lbaop.org

4. Please Touch Museum

Management Resources was retained by Please Touch Museum to assist their team with the expansion and relocation of the Museum nearly thirteen years ago and continue our relationship to this day. Working with project team members at the museum, we reviewed concept and programming, market feasibility, operating data and operating assumptions. We developed attendance distribution models and computed visitor arrival and departure patterns based on the new facility's operating hours. We developed a design day analysis that has been used to provide physical planning requirements for the new facility. We have assisted with the development of their new facility business plan and continue to review the new program plan providing operational input to their design team. We continue to support the children's museum with on-going operational and strategic development planning. The ticketing system in place at Please Touch Museum is Seriousware.

Contact: Laura Foster, President
Phone: 215.963.0667 x 3109
Email: lfoster@pleasetouchmuseum.org

5. The Newseum

Working in conjunction with the design teams from Polshek Partnership and Appelbaum and Associates, Management Resources provided facility planning criteria and operational input in the redevelopment process for relocating this interactive museum to 555 Pennsylvania Avenue. We reviewed and analyzed operational and attendance data pertaining to the current facility in order to develop an attendance distribution model, a design day analysis and physical planning requirements for the new facility. Management Resources also provided a supply-side analysis to ensure the new venue had the ability to accommodate anticipated attendance levels. Management Resources developed a ticket sales philosophy and strategy for all facets of Newseum operations including group sales, tour and travel, organizational sales structure and visitor services. The ticketing system in place at the Newseum is Gateway ticketing system.

Contact: Joe Urschel, Executive Director & Senior Vice President
Phone: 202.292.6510
Email: jurschel@newseum.org

Other Management Resources Relevant Clients

NEW YORK

Alliance for Downtown New York
AOL/Time Warner, New York
Bethel Woods Performing Arts Center
Brooklyn Botanic Garden
CNN Time Warner Center, New York
Discovery Channel, New York
Franklin D. Roosevelt Visitor Center
Heritage Trails, Downtown New York
Intrepid Sea, Air, and Space Museum
Inside People (Magazine), New York
Jones Lang LaSalle, New York
New York Botanical Garden
Radio City Music Hall
Sony New Technologies, New York
Sports Illustrated Properties, New York
Warner Communications, New York
Whitney Museum of American Art

OTHER EAST COAST

Baltimore Zoo
Children's Museum of Southeastern Connecticut
Delaware Children's Museum
Great Adventure Park, New Jersey
Independence Visitor Center, Philadelphia
Lights of Liberty, Philadelphia
Maryland Science Center, Baltimore
The Mercer Museum, Pennsylvania
Mystic Seaport, Connecticut
National Aquarium, Baltimore
National Children's Museum, Washington DC
National Museum of the US Army
Philadelphia Flower Show
Smithsonian

Exhibit E – Legal Proceedings – ProFun Management Group & Management Resources

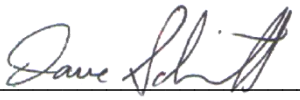
ProFun Management Group & Management Resources have been fortunate to never having any legal action brought against them or had to ever bring legal action against any company or individuals.

Exhibit F – Acknowledgement of Receipt of Addenda to the RFQ

Addenda Numbers: There were no numbers on any materials sent. We received: the Request for Qualifications, Submitted Questions with Answers, and a CD with this same information.

The Respondent, Dave Schmitt, ProFun Management Group, Inc., hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct.



Signature of Respondent

David H. Schmitt

Name

President & CEO

Title

11/23/2011

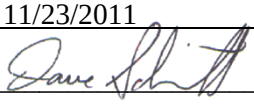
Date

Exhibit G – Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine. The firm acknowledges and agrees that WTC Tower 1 LLC will determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Date: 11/23/2011

Signed: 

Name: David H. Schmitt

Title: President & CEO

Name of Firm: ProFun Management Group, Inc.

Organized as a (mark one): Proprietorship_____ Partnership _____

Corporation___X_____ Joint Venture_____

Under the Law of the State of: California

Legal Address: 210 West Main Street, Suite 201, Tustin, CA 92780

Telephone: (714) 832 – 5551

Facsimile: (714) 832 – 2166

Web: www.profungroup.com

RIPLEY ENTERTAINMENT INC.

Statement of Qualifications

One World Trade Center Observation Deck

11/29/2011

The contents contained in this document are responses to the Request for Qualifications for development services and for an operator/manager of the One World Trade Center Observation Deck.

7576 Kingspointe Pkwy, Suite 188
Orlando, FL 32819
Tel: 407-345-8010 • Fax: 407-345-0801
www.ripleys.com

YOUR TICKET TO WORLDS OF ENTERTAINMENT!

November 29, 2011

Royal 1WTC Management LLC
One Bryant Park
New York, NY 10036

Ripley Entertainment Inc. ("Ripley's") is pleased to respond to the Request for Qualifications for One World Trade Center Observation Deck.

Ripley's, based in Orlando, FL, has a long history of involvement in the attractions and entertainment industry. The company has its own in-house design and development group, and has been intimately involved with recent large projects (in excess of $100 million). The company sells over 12 million tickets annually and operates businesses that regular welcome over one million guests per year.

Ripley's is the largest and fastest-growing international chain of museum and aquarium attractions, an acknowledged pacesetter in the development of world-caliber aquariums, licensor of the Ripley's Believe IT or Not! Trademark and syndicator of its classic cartoon feature around the globe. For nearly 90 years, millions have been entertained by Ripley's businesses around the world, which today include over 80 exciting attractions in 10 countries.

While the Ripley's brand has been around for over 90 years, the company itself has been an indirect, wholly-owned subsidiary within the Jim Pattison Group Since 1985. The Jim Pattison Group is Canada's 3rd largest private company with revenues of $7.2 billion in 2010. The Jim Pattison Group is 100% owned by a single shareholder, Jimmy Pattison, and is based in Vancouver, British Columbia.

Ripley Entertainment, as a company, has over 14 years experience in designing, developing, financing, constructing, stocking and successfully operating world-class aquariums.

Ripley's key players who have been responsible for the design, development and operations of our world class attractions have an impressive track record with the entire project management pipeline. The team members who will be responsible for undertaking the World Trade Center One Observation Deck will be Jim Pattison Jr, President; Darren Loblaw, CFO; Scott Line, Senior Vice President, General Counsel & Franchise Services; Norm Deska, Executive Vice President of Intellectual Property and Bob Kirchgessner, Senior Project Manager.

All team members have extensive experience in project management and have worked on various projects over the years that range anywhere between $2 million to $130 million and could take as long as 36 months to build. Ripley's has the proven creativity, capital and the know-how to conceive and develop major capital projects.

Ripley's has been extremely successful developing and constructing new entertainment concepts throughout the world. Ripley's is a world leader in the design, construction and operation of major aquariums. The company designed, developed, constructed and operated both Ripley's Aquarium in Myrtle Beach, SC and Ripley's Aquarium of the Smokies in Gatlinburg, Tennessee, #1 and #2 family attractions in South Carolina and Tennessee respectively. The company also constructed and operated the $130 million Great Wolf Lodge in Niagara Falls, Ontario. Currently, the company is building the $130 million Ripley's Aquarium of Canada, at the base of the CN Tower, in Toronto, Ontario with an opening date of June 2013. Ripley's controls all aspects of its projects and is the most successful major aquarium developer, owner and operator in the world. It is the only company that designs, finances, project manages during construction, and operates aquariums.

Thank you for the opportunity to present our company for consideration. Senior management at Ripley's believes that it can design, develop and operate a world class business on these premises, that will respect and enhance the entire development. We look forward to hearing your response to our submission.

Best regards,

Jim Pattison Jr.

President

Ripley Entertainment Inc

Company Profile

Company History (B.1 and B.2)

Ripley Entertainment, headquartered in Orlando, FL, has been a world leader in family fun and attractions for over 90 years. Built on the foundation of a tiny daily newspaper cartoon, which debuted in 1918, the company now encompasses three major divisions, including Family Attractions, Aquariums and Intellectual Property. Ripley's first permanent Odditorium opened in 1950 in St. Augustine, FL and the company has continued to expand and open new family attractions ever since.

In 1985, the company was purchased and became part of The Jim Pattison Group. The Jim Pattison Group is Canada's 3rd largest privately held company and, in a recent survey by The Financial Post, The Jim Pattison Group was ranked as Canada's 48th largest company. The Jim Pattison Group has more than 33,000 employees, annual sales of $7.2 billion and operations in 455 locations. With investments in Canada, the U.S., Mexico, Europe, Asia and Australia, The Jim Pattison Group is involved in a wide variety of industries including: Food Services, Packaging, Distribution, Manufacturing, Communications, Entertainment, Transportation, and Export Services.

The company entered the aquarium business in 1997 with the opening of Ripley's Aquarium in Myrtle Beach, SC. Following the success of this business, the company opened a second aquarium, Ripley's Aquarium of the Smokies, in Gatlinburg, TN at the end of 2000. Both of these two world-class Ripley's aquariums are accredited by the Association of Zoos & Aquariums (AZA) and combine conservation, education and fun while providing an enjoyable way for families to enjoy and learn.

In early 2006, the company made its first venture into the hospitality industry by constructing and operating the Great Wolf Lodge in Niagara Falls, Ontario, Canada. The 406-room, all-suite indoor water park resort features a 103,000 square foot water park, an Aveda spa, large arcade and multiple food and beverage outlets.

Today, there are more than 80 attractions within the Ripley family in ten countries, including: the United States, Canada, Mexico, Thailand, Malaysia, India, England, Denmark, South Korea and Australia. An acknowledged trendsetter in the development of family entertainment, Ripley Entertainment Inc. owns, operates and franchises a variety of existing attractions, including:

- Ripley's Believe It or Not! Odditoriums
- Ripley's Aquariums
- Guinness World Records Museums
- Louis Tussaud's Wax Works
- Ripley's Moving Theaters
- Ripley's Haunted Adventures
- Ripley's Marvellous Mirror Mazes
- Ripley's branded Miniature Golf Courses
- Ripley's Cargo Hold gift shops
- Ripley's Super Fun Zone Arcades

Ripley Entertainment today is a global entertainment company that operates over 80 attractions in 10 countries, sells more than a million books annually, and has licensing agreements for everything from *Believe It or Not!* toys and games to a deal with Paramount Pictures for a major film based on the life of Robert Ripley. In 2011, more than 12 million people will visit the 80-plus attractions within the Ripley family.

List of Names of Officers and directors and State of Incorporation (B.3)

State of Incorporation - Delaware

PRINCIPALS

Jimmy Pattison, a Vancouver-based entrepreneur, is the Chairman, Chief Executive Officer and sole owner of The Jim Pattison Group which was founded in 1961. Jim Pattison has served as a Director on a number of Boards, and is currently a Director of Canadian Forest Products (Canfor Corporation); Brookfield Asset Management, Sun-Rype Products, and serves as a Trustee on the Board of the Ronald Reagan Presidential Foundation. He held the unpaid position of Chairman and President of Expo '86, a world-class Exposition held in Vancouver, British Columbia from May 2, 1986 to October 13, 1986.

Mr. Pattison was appointed to the Order of Canada in 1987, and the Order of British Columbia in 1990. He is also the recipient of the Governor General's Commemorative Medal for the 125th Anniversary of Canada. Mr. Pattison is an inductee of the Canadian Business Hall of Fame and the Canadian Professional Sales Association Hall of Fame. He was awarded Entrepreneur of the Year – Lifetime Achievement Award in of 2000, the International Horatio Alger Award in Washington, DC in 2004, and the Young President's Organization Canadian Icon Award in 2007.

OFFICERS

Name	*Address*
Jim Pattison Jr. *President*	7576 Kingspointe Pkwy. Suite 188 Orlando, Florida, USA 32819
Darren Loblaw *Chief Financial Officer*	7576 Kingspointe Pkwy. Suite 188 Orlando, Florida, USA 32819
Norm Deska *Vice-President and Treasurer*	7576 Kingspointe Pkwy. Suite 188 Orlando, Florida, USA 32819
Nick Desmarais *Secretary*	1800 - 1067 West Cordova Street Vancouver, BC V6C 1C7

DIRECTORS

Name	*Address*
Jim Pattison Jr.	7576 Kingspointe Pkwy. Suite 188 Orlando, Florida, USA 32819
Nick Desmarais	1800 - 1067 West Cordova Street Vancouver, BC V6C 1C7
Darren Loblaw	7576 Kingspointe Pkwy. Suite 188 Orlando, Florida, USA 32819

Primary Contact (B.4)

Jim Pattison Jr. - President

pattison@ripleys.com

Web Page Address (B.5)

www.ripleys.com

Financial Statements for the Three (3) Previous Years and Interim Year to Date (B.6a)

Ripley Entertainment Inc. is a private company and, as such, does not disclose its financial statements. We do appreciate the need for this information as part of a confirmation that the company has the financial resources to fulfill its obligations if it is the successful proponent during the RFP process. As such, we have provided a letter from our auditor, KPMG, that discloses several key financial metrics that can attest to the financial strength of the company.

Federal tax ID number (B.6b)

[redacted]

Bank Reference, Name of Bank Reference Contact and Bank Reference Telephone Number (B.6c)

1. **Bank of America**
   Alan G. Stephens
   Senior Vice President, Commercial Banking
   alan.stephens@baml.com
   (980) 386-1125

2. **HSBC Bank Canada**
   Doug Brandes
   Vice President, Regional Head of Corporates, BC
   douglas_brandes@hsbc.ca
   (604) 641-1820

3. **Bank of Nova Scotia**
   Kurt Foellmer
   Director, Bank Finance
   kurt_foellmer@scotiacapital.com
   (604) 601-1556

Dunn & Bradstreet Comprehensive Report and Commercial Credit Scoring Report (B.6d)

Please note that the following D&B report contains certain outdated and inaccurate information. As a private company, Ripley Entertainment Inc. does not disclose nor update a lot of the information referred to in the document.

DNBi® Risk Management

ATTN: Patrick Jakubowski
Report Printed: November 25, 2011

Live Report : RIPLEY ENTERTAINMENT INC.

D-U-N-S® Number: 82-638-9819
Trade Names: (FOREIGN PARENT IS JIM PATTISON LTD, VANCOUVER, BC, CANADA.) - RIPLEY'S BELIEVE IT OR NOT - LOUIS TISSAUD'S ART DEPT - RIPLEY PUBLISHING
Endorsement/Billing Reference: patrick.jakubowski@jplease.c

D&B Address

Address 7576 Kingspointe Pkwy
Ste 188
Orlando,FL - 32819
Phone 407 345-8010
Fax 407-345-0801

Location Type Headquarters (Subsidiary)
Web www.guinnessattractions.com

Added to Portfolio: 11/24/2010
Last View Date: 11/24/2010
Endorsement : patrick.jakubowski@jplease.c

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	75
Commercial Credit Score Class	1
Financial Stress Class	4
Credit Limit - D&B Conservative	25,000.00
D&B Rating	ER3

D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	ROBERT MASTERSON, PRES
Year Started	1956
Employees	225 (50 Here)
Financing	SECURED
SIC	8412 , 6794
Line of business	Museum/ art gallery, patent owner/ lessor
NAICS	712110
History Status	CLEAR

Company News

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	4	11/14/00
Suits	0	-

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

5
Days

Dollar-weighted average of **82** payment experiences reported from **52** Companies

Recent Derogatory Events

	Aug-11	Sep-11	Oct-11
Placed for Collection	-	-	-
Bad Debt Written Off	1 on 1 acct	1 on 1 acct	1 on 1 acct

1

Today: Friday, November 25, 2011

This company is not currently tracked for Company News.

Powered by FirstRain

News & Alerts

Alert Type	Date	Actions
Commercial Credit Score Class	11/19/2011	View
Financial Stress Score Class	11/19/2011	View

In the last 30 days, 2 alerts were generated for this company.

Corporate Linkage

Global Ultimate

Company	City , Province	D-U-N-S® NUMBER
Pattison, Jim Group Inc	VANCOUVER , BRITISH COLUMBIA	24-161-4965

Parent

Company	City , Province	D-U-N-S® NUMBER
Pattison, Jim Ltd	VANCOUVER , BRITISH COLUMBIA	24-750-8732

Subsidiaries (Domestic)

Company	City , State	D-U-N-S® NUMBER
RIPLEY'S AQUARIUM (GANLINBURG) LLC	GATLINBURG , Tennessee	03-908-4665

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
RIPLEY ENTERTAINMENT INC.	GATLINBURG , Tennessee	08-070-6794
RIPLEY ENTERTAINMENT INC.	MYRTLE BEACH , South Carolina	08-077-1207
RIPLEY ENTERTAINMENT INC.	MYRTLE BEACH , South Carolina	10-207-5327
RIPLEY ENTERTAINMENT INC.	SEVIERVILLE , Tennessee	11-398-6074
RIPLEY ENTERTAINMENT INC.	GRAND PRAIRIE , Texas	17-530-8639
RIPLEY ENTERTAINMENT INC.	LOS ANGELES , California	18-036-3991
RIPLEY ENTERTAINMENT INC.	ORLANDO , Florida	82-765-8212
RIPLEY ENTERTAINMENT INC.	SAINT AUGUSTINE , Florida	82-773-0425
RIPLEY ENTERTAINMENT INC.	ATLANTIC CITY , New Jersey	96-059-8571
RIPLEY ENTERTAINMENT INC.	MYRTLE BEACH , South Carolina	94-318-3384
RIPLEY ENTERTAINMENT INC.	BRANSON , Missouri	93-287-8085
RIPLEY ENTERTAINMENT INC.	OCEAN CITY , Maryland	11-183-6131
RIPLEY ENTERTAINMENT INC.	SAN ANTONIO , Texas	60-899-6047

RIPLEY ENTERTAINMENT INC.	CANUTILLO , Texas	05-376-0702

Affiliates (Domestic)

Company	City , State	D-U-N-S® NUMBER
ALASKA NEWS INC	ANCHORAGE , Alaska	04-867-4667
PATTISON SIGN GROUP INC.	KNOXVILLE , Tennessee	16-993-5835

Affiliates (International)

Company	City , Country	D-U-N-S® NUMBER
Great Pacific Industries Inc	LANGLEY , CANADA	20-162-8948
Pattison, Jim Industries Ltd	VANCOUVER , CANADA	20-622-7506
Great Pacific Capital Corporation	VANCOUVER , CANADA	24-101-7412
Great Pacific Enterprises Inc	VANCOUVER , CANADA	24-461-9193
Pattison, Jim Developments Ltd	VANCOUVER , CANADA	24-996-8561

Predictive Scores

Currency: Shown in USD unless otherwise indicated

Credit Capacity Summary

This credit rating was assigned because of D&Bs assessment of the companys creditworthiness. For more information, see the D&B Rating Key

D&B Rating : ER3

Number of employees: ER indicates 100 to 499 employees

Certain lines of business, primarily banks, insurance companies and government entities, do not lend themselves to classification under the D&B Rating system. Instead, we assign these types of businesses an Employee Range symbol based on the number of people employed. No other significance should be attached to this symbol. The ERN should not be interpreted negatively. It simply means we do not have information indicating how many people are employed at this firm.

Below is an overview of the companys rating history since 04-08-1994

Number of Employees Total: 225 (50 here)

D&B Rating	Date Applied
ER3	11-01-1997
ERN	04-08-1994

Payment Activity:	(based on 231 experiences)
Average High Credit:	4,524
Highest Credit:	70,000
Total Highest Credit:	904,100

D&B Credit Limit Recommendation

Conservative credit Limit	25,000
Aggressive credit Limit:	

Aggressive credit Limit:	45,000
Risk category for this business :	**LOW**

This recommended Credit Limit is based on the company profile and on profiles of other companies with similarities in size, industry, and credit usage.
Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Class and Percentile show this company in comparison with other companies just within US
The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.
The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class : 4

(Lowest Risk:1; Highest Risk:5)
Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months.

Probability of Failure:

- Among Businesses with this Class: **0.84 %** (84 per 10,000)
- Financial Stress National Percentile : **32** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1445** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average of Businesses in D&Bs database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Evidence of open liens.
- High proportion of past due balances to total amount owing.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	32
Region: SOUTH ATLANTIC	48
Industry: ENTERTAINMENT AND LEISURE	48
Employee range: 100-499	75
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Class and Percentile show this company in comparison with other companies just within US
The Commercial Credit Score predicts the likelihood that a company will pay its bills in a severely delinquent manner (90 days or more past terms), obtain legal relief from creditors or cease operations without paying all creditors in full over the next 12 months. Scores are calculated using a statistically valid model derived from D&B's extensive data files.
The Credit Score class of 1 for this company shows that 6.0% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 1

Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

- Among Companies with this Classification: **6.00 %**
- Average compared to businesses in D&Bs database: **23.50 %**
- Credit Score Percentile : **93** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **489** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Most recent amount past due.
- Business does not own facilities.
- Low proportion of satisfactory payment experiences to total payment experiences.
- High proportion of past due balances to total amount owing.

Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The incidence of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average incidence of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	93
Region: SOUTH ATLANTIC	41
Industry: ENTERTAINMENT AND LEISURE	46
Employee range: 100-499	85
Years in Business: 26+	88

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Lower risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trader references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	**75**	Equal to 8 days beyond terms (Pays more slowly than the average for its industry of 6 days beyond terms)
Industry Median is	**76**	Equal to 6 days beyond terms
Payment Trend currently is	↔	Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	231
Payments Within Terms (not weighted)	87 %
Trade Experiences with Slow or Negative Payments(%)	13.64%
Total Placed For Collection	0
High Credit Average	4,524
Largest High Credit	70,000
Highest Now Owing	50,000
Highest Past Due	750

12-Month D&B PAYDEX® : 75

(Lowest Risk:100; Highest Risk:1)
When weighted by amount, payments to suppliers average 8 days beyond terms

3-Month D&B PAYDEX® : 73

(Lowest Risk:100; Highest Risk:1)
Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 11 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Museum/art gallery, patent owner/lessor , based on SIC code 8412 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11
This Business	71	72	72	72	72	73	75	75	76	75	75	75
Industry Quartiles												
Upper	78	.	.	79	.	.	79	.	.	79	.	.
Median	76	.	.	76	.	.	76	.	.	76	.	.
Lower	71	.	.	71	.	.	71	.	.	71	.	.

- Current PAYDEX for this Business is 75 , or equal to 8 days beyond terms
- The 12-month high is 76 , or equal to 6 DAYS BEYOND terms
- The 12-month low is 71 , or equal to 14 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Museum/art gallery, patent owner/lessor , based on SIC code 8412 .

Previous Year	12/09 Q4'09	03/10 Q1'10	06/10 Q2'10	09/10 Q3'10
This Business	67	71	71	72
Industry Quartiles				
Upper	78	78	78	78
Median	75	75	75	76
Lower	70	72	71	72

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 75 , or equal to 8 days beyond terms
- The present industry median Score is 76 , or equal to 6 days beyond terms
- Industry upper quartile represents the performance of the payers in the 75th percentile

- Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	0	0	0%
50,000-100,000	5	285,000	100%
15,000-49,999	9	235,000	61%
5,000-14,999	32	222,500	80%
1,000-4,999	52	92,500	84%
Under 1,000	92	24,700	82%

Based on payments collected over last 12 months.
All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 231 payment experience(s) in D&Bs file for the most recent 24 months, with 151 experience(s) reported during the last three month period.

The highest **Now Owes** on file is 50,000 . The highest **Past Due** on file is 750

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90 (%)	90> (%)
Top Industries								
Nonclassified	23	56,700	25,000	72	28	0	0	0
Short-trm busn credit	12	37,150	25,000	66	34	0	0	0
Books-print/publish	10	33,750	10,000	67	33	0	0	0
Public finance	9	200,500	70,000	100	0	0	0	0
Telephone communictns	8	8,500	2,500	100	0	0	0	0
Misc business service	7	750	500	53	47	0	0	0
Electric services	6	30,300	25,000	100	0	0	0	0
Whol service paper	6	8,250	5,000	100	0	0	0	0
Mfg misc plastic prdt	5	10,500	7,500	12	88	0	0	0
Personal credit	5	10,150	5,000	100	0	0	0	0
Misc business credit	5	4,250	2,500	100	0	0	0	0
Newspaper-print/publ	5	6,100	2,500	100	0	0	0	0
Whol electrical equip	5	250	50	100	0	0	0	0
Mfg computers	4	72,500	50,000	84	14	0	0	2
Radiotelephone commun	4	12,600	7,500	100	0	0	0	0
Data processing svcs	4	250	100	100	0	0	0	0
Whol computers/softwr	3	85,000	60,000	91	9	0	0	0
Whol toys/hobbies	3	43,500	40,000	50	46	4	0	0
Whol groceries	3	20,000	10,000	62	38	0	0	0
Misc equipment rental	3	10,500	7,500	95	5	0	0	0
Mfg press/blown glass	3	2,500	1,000	100	0	0	0	0
Whol homefurnishings	3	1,600	1,000	100	0	0	0	0

Computer system desgn	2	52,500	45,000	57	0	43	0	0
Whol general grocery	2	17,500	15,000	50	50	0	0	0
Whol industrial equip	2	15,250	15,000	51	49	0	0	0
Whol chemicals	2	20,000	10,000	100	0	0	0	0
Mfg elevator/escaltrs	2	5,500	5,000	100	0	0	0	0
Mfg photograph equip	2	5,000	2,500	50	50	0	0	0
Arrange cargo transpt	2	3,500	2,500	71	29	0	0	0
Help supply service	2	3,250	2,500	62	0	38	0	0
Whol books/newspapers	2	1,250	1,000	100	0	0	0	0
Whol plumb/hydronics	2	1,250	750	70	30	0	0	0
Whol men's clothing	2	750	500	100	0	0	0	0
Whol office supplies	2	350	250	100	0	0	0	0
Photocopying service	2	250	250	100	0	0	0	0
Ret mail-order house	2	150	100	100	0	0	0	0
Mfg public bldg furn	1	30,000	30,000	100	0	0	0	0
Civic/social assoc.	1	7,500	7,500	100	0	0	0	0
Whol durable goods	1	5,000	5,000	100	0	0	0	0
Outdoor ad services	1	5,000	5,000	0	100	0	0	0
Mfg extracts/syrup	1	5,000	5,000	50	50	0	0	0
Whol misc profsn eqpt	1	2,500	2,500	100	0	0	0	0
Whol auto parts	1	2,500	2,500	100	0	0	0	0
Department store	1	2,500	2,500	100	0	0	0	0
Industrial launderer	1	2,500	2,500	50	50	0	0	0
Ret computer/software	1	2,500	2,500	50	50	0	0	0
Whol nondurable goods	1	2,500	2,500	100	0	0	0	0
Coating/engrave svcs	1	1,000	1,000	50	0	50	0	0
Trucking non-local	1	1,000	1,000	100	0	0	0	0
Whol hardware	1	1,000	1,000	100	0	0	0	0
Ret auto supplies	1	1,000	1,000	50	0	50	0	0
Mfg analytic instrmnt	1	1,000	1,000	50	50	0	0	0
Scheduled air trans	1	1,000	1,000	100	0	0	0	0
Ret boats	1	750	750	100	0	0	0	0
Truck rental/leasing	1	750	750	100	0	0	0	0
Investment advice	1	500	500	100	0	0	0	0
Whol electronic parts	1	250	250	0	100	0	0	0
Mfg paint/allied prdt	1	250	250	100	0	0	0	0
Misc publishing	1	250	250	50	50	0	0	0
Mfg cookies/crackers	1	250	250	100	0	0	0	0
Mfg soap/detergents	1	250	250	50	0	50	0	0
Mfg blowers/fans	1	250	250	100	0	0	0	0
Local truck w/storage	1	100	100	50	50	0	0	0
Business consulting	1	100	100	0	100	0	0	0
Whol appliances	1	100	100	100	0	0	0	0
Cash grains farm	1	100	100	100	0	0	0	0
Computer maintenance	1	50	50	100	0	0	0	0
Mfg cleaning products	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol industrial suppl	1	50	50	100	0	0	0	0
Whol metal	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	25	23,700	20,000					
Payment record unknown	7	20,700	7,500					

Unfavorable comments	0	0	0
Placed for collections:			
With D&B	0	0	0
Other	0	N/A	0
Total in D&Bs file	231	904,100	70,000

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipper invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
11/11	Ppt	2,500	0	0		2-3 mos
	Ppt	750	0	0		2-3 mos
	Ppt-Slow 30	1,000	0	0		2-3 mos
10/11	Ppt	60,000	5,000	0	N30	1 mo
	Ppt	50,000	50,000	0		1 mo
	Ppt	30,000	1,000	0		1 mo
	Ppt	10,000	0	0	N30	2-3 mos
	Ppt	10,000	0	0		1 mo
	Ppt	7,500	7,500	0		1 mo
	Ppt	7,500	0	0		4-5 mos
	Ppt	5,000	0	0		6-12 mos
	Ppt	5,000	0	0		2-3 mos
	Ppt	5,000	5,000			1 mo
	Ppt	5,000	2,500	0		1 mo
	Ppt	2,500	750	0	N30	1 mo
	Ppt	2,500	250	0		1 mo
	Ppt	2,500	1,000	0		1 mo
	Ppt	2,500	250	0		1 mo
	Ppt	2,500	0	0		4-5 mos
	Ppt	2,500	0	0		2-3 mos
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	100	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	1,000	0	0	N30	6-12 mos
	Ppt	1,000	0	0		2-3 mos
	Ppt	1,000	50	0		1 mo
	Ppt	1,000	0	0		2-3 mos
	Ppt	1,000	0	0		4-5 mos
	Ppt	1,000	100	0		1 mo
	Ppt	1,000	500	0		1 mo
	Ppt	1,000	0	0		1 mo
	Ppt	1,000	500	0		1 mo
	Ppt	1,000	500	0		1 mo
	Ppt	750	750	0		1 mo
	Ppt	750	0	0		1 mo

Ppt	750	0	0		4-5 mos
Ppt	750	0	0	N30	2-3 mos
Ppt	500	0	0		2-3 mos
Ppt	500	0	0	N30	2-3 mos
Ppt	500	250	0		1 mo
Ppt	500	250	0		1 mo
Ppt	500	500	0		1 mo
Ppt	250	0	0	N30	6-12 mos
Ppt	250	100	0	N30	1 mo
Ppt	100	0	0		6-12 mos
Ppt	100	50			1 mo
Ppt	100	100	0		1 mo
Ppt	100	50	0		1 mo
Ppt	100	100	0		2-3 mos
Ppt	50	50	0		1 mo
Ppt	50	0	0	N30	1 mo
Ppt	50	0	0	N30	1 mo
Ppt	50	0	0	N30	1 mo
Ppt	50	50			1 mo
Ppt	50	50			1 mo
Ppt	50	50	0		1 mo
Ppt	50	0	0		6-12 mos
Ppt	50	0	0	N30	1 mo
Ppt	50	0	0		6-12 mos
Ppt	0	0	0		6-12 mos
Ppt	0	0	0		6-12 mos
Ppt	0	0	0		6-12 mos
Ppt-Slow 5	15,000	1,000	0		1 mo
Ppt-Slow 30	25,000	7,500	250		1 mo
Ppt-Slow 30	10,000	50	50		2-3 mos
Ppt-Slow 30	5,000	0	0		1 mo
Ppt-Slow 30	5,000	1,000	0		1 mo
Ppt-Slow 30	2,500	750	100		1 mo
Ppt-Slow 30	2,500	0	0		2-3 mos
Ppt-Slow 30	500	0	0		6-12 mos
Ppt-Slow 30	500	250	0		1 mo
Ppt-Slow 60	2,500	0	0		2-3 mos
Ppt-Slow 60	1,000	250	0		1 mo
Ppt-Slow 60	250	250	100		1 mo
Ppt-Slow 90+	2,500	0	0		1 mo
Slow 5	7,500	0	0	N30	1 mo
Slow 10	250	250	0		1 mo
Slow 20	1,000	0	0	N30	2-3 mos
Slow 30	100	0	0		6-12 mos
(080)				Sales COD	1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	4	11/14/00
Suits	0	-
UCCs	14	02/16/11

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	**8,755**
Status	**Open**
BOOK/PAGE	85/075
Type	State Tax
Filed By	ST OF SC
Against	RIPLEY ENTERTAINMENT INC, MYRTLE BCH, SC AND OTHERS
Where Filed	HORRY COUNTY REGISTER OF DEEDS, CONWAY, SC
Date Status Attained	11/14/00
Date Filed	11/14/00
Latest Info Collected	01/26/01

Amount	**6,949**
Status	**Open**
BOOK/PAGE	82-889
Type	State Tax
Filed By	ST OF SC
Against	RIPLEY ENTERTAINMENT INC, MYRTLE BCH, SC AND OTHERS
Where Filed	HORRY COUNTY REGISTER OF DEEDS, CONWAY, SC
Date Status Attained	06/16/00
Date Filed	06/16/00
Latest Info Collected	08/12/00

Amount	**16,191**
Status	**Open**
BOOK/PAGE	BK78PG314
Type	State Tax
Filed By	STATE OF SOUTH CAROLINA
Against	RIPLEY ENTERTAINMENT INC, MYRTLE BEACH, SC
Where Filed	HORRY COUNTY REGISTER OF DEEDS, CONWAY, SC
Date Status Attained	12/09/99
Date Filed	12/09/99

Latest Info Received	01/26/00

Amount	**13,261**
Status	**Open**
BOOK/PAGE	BK78PG315
Type	State Tax
Filed By	STATE OF SOUTH CAROLINA
Against	RIPLEY ENTERTAINMENT INC, MYRTLE BEACH, SC
Where Filed	HORRY COUNTY REGISTER OF DEEDS, CONWAY, SC
Date Status Attained	12/09/99
Date Filed	12/09/99
Latest Info Received	01/26/00

UCC Filings

Collateral	All Assets
Type	Original
Sec. Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	JIM PATTISON U.S.A. INC.
Filing No.	200901465842
Filed With	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Filed	2009-11-02
Latest Info Received	11/12/09

Collateral	All Assets
Type	Original
Sec. Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	RIPLEY'S ATTRACTIONS INC.
Filing No.	2009 3499834
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-10-30
Latest Info Received	12/02/09

Collateral	All Assets
Type	Original
Sec. Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	RIPLEY ENTERTAINMENT INC.
Filing No.	2009 3499792
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-10-30
Latest Info Received	12/02/09

Collateral	All Assets
Type	Original

Sec. Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	RIPLEY (USA) INC.
Filing No.	2009 3499750
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-10-30
Latest Info Received	12/02/09

Collateral	Inventory and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds
Type	Original
Sec. Party	SIMON & SCHUSTER, INC., NEW YORK, NY
Debtor	RIPLEY ENTERTAINMENT, INC.
Filing No.	2011 0587546
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2011-02-16
Latest Info Received	03/09/11

Collateral	Computer equipment - Leased Business machinery/equipment
Type	Original
Sec. Party	ERVIN LEASING COMPANY, ANN ARBOR, MI
Debtor	RIPLEY ENTERTAINMENT INC.
Filing No.	2008 0510659
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2008-02-07
Latest Info Received	03/18/08

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	CIT FINANCIAL USA, INC., LIVINGSTON, NJ
Assignee	CIT BANK, SALT LAKE CITY, UT
Debtor	RIPLEY ENTERTAINMENT INC., MYRTLE BEACH, SC
Filing No.	4070031 2
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2004-03-09
Latest Info Received	03/27/06

Collateral	Leased Computer equipment
Type	Original
Sec. Party	ERVIN LEASING COMPANY, ANN ARBOR, MI
Debtor	RIPLEY ENTERTAINMENT INC.
Filing No.	200406940523
Filed With	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

Date Filed	2004-05-18
Latest Info Received	05/25/04

Collateral	Unspecified
Type	Original
Sec. Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	RIPLEY'S AQUARIUM (GATLINBURG) L.L.C.
Filing No.	3285925 7
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2003-10-30
Latest Info Received	11/19/03

Collateral	Unspecified
Type	Original
Sec. Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	RIPLEY ENTERTAINMENT INC.
Filing No.	3285928 1
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2003-10-30
Latest Info Received	11/19/03

Type	Continuation
Sec. Party	BANK OF AMERICA, CHICAGO, IL
Debtor	RIPLEY ENTERTAINMENT INC.
Filing No.	2008 3497037
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2008-10-16
Latest Info Received	11/17/08
Original UCC Filed Date	2003-10-30
Original Filing No.	3285928 1

There are additional UCCs in D&Bs file on this company available by contacting 1-800-234-3867.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	RIPLEY ENTERTAINMENT INC.
Doing Business As :	(FOREIGN PARENT IS JIM PATTISON LTD, VANCOUVER, BC, CANADA.) , RIPLEY'S BELIEVE IT OR NOT , LOUIS TISSAUD'S ART DEPT ,

	RIPLEY PUBLISHING
Street Address:	7576 Kingspointe Pkwy Ste 188 Orlando , FL 32819
Phone:	407 345-8010
Fax:	407-345-0801
URL:	http://www.guinnessattractions.com
History	Is clear
Present management control	55 years

History

The following information was reported: **08/22/2011**

Officer(s):	ROBERT MASTERSON, PRES P NICOLAS GREER, V PRES DARREN LOBLAW, CFO JIM PATTISOM, STCKHLDR
DIRECTOR(S) :	THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that Ripley Entertainment Inc was registered as a corporation on September 7, 1989.
Business started 1956. 100% of capital stock is owned by the parent company.
ROBERT MASTERSON. Antecedents are unknown.
P NICOLAS GREER. Antecedents are unknown.
DARREN LOBLAW. Antecedents are unknown.
JIM PATTISOM. Antecedents are unknown.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS PROVIDED BY MANAGEMENT OR OTHER SOURCE
The Corporate Details provided below may have been submitted by the management of the subject business and may not have been verified with the government agency which records such data.

Registered Name:	RIPLEY ENTERTAINMENT INC
Business type:	CORPORATION
Corporation type:	PROFIT
Date incorporated:	Sep 01 1993
State of incorporation:	FLORIDA
Filing date:	Sep 01 1993
Where filed:	STATE DEPARTMENT/CORPORATION DIVISION , TALLAHASSEE , FL

Operations

08/22/2011

	Foreign parent is Jim Pattison Ltd, Vancouver, BC, Canada. The parent duns number is 24-750-8732.
Description:	Operates a museum or art gallery, specialized as a museum. Operates as a patent owner or lessor, specializing in licensing or selling franchises.
	All sales cash. Sells to general public. Territory : International.
	Nonseasonal.
Employees:	225 which includes officer(s). 50 employed here.
Facilities:	Occupies 176,580 sq. ft. in building.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreets linkage or family tree products.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more

specific about a company's operations than if we use the standard 4-digit code.
The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
8412 9902 Museum
6794 9902 Franchises, selling or licensing
NAICS:

712110 Museums
533110 Owners and Lessors of Other Non-Financial Assets

Financials

Currency: Shown in USD unless otherwise indicated

Company Financials: D&B

D&B currently has no financial information on file for this company.
You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the Request Financial Statements button below.

Additional Financial Data

The name and address of this business have been confirmed by D & B using available sources.

Request Financial Statements

Requested financials are provided byRIPLEY ENTERTAINMENT INC.and are not DUNSRight certified.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments 44

Industry Norms Based On 44 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	3.1	UN
Return on Net Worth	UN	2.2	UN
Short-Term Solvency			
Current Ratio	UN	4.4	UN
Quick Ratio	UN	1.9	UN
Efficiency			
Assets/Sales (%)	UN	313.5	UN
Sales / Net Working Capital	UN	3.1	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	5.6	UN

UN = Unavailable

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Balance Sheet Financials (B.6e)

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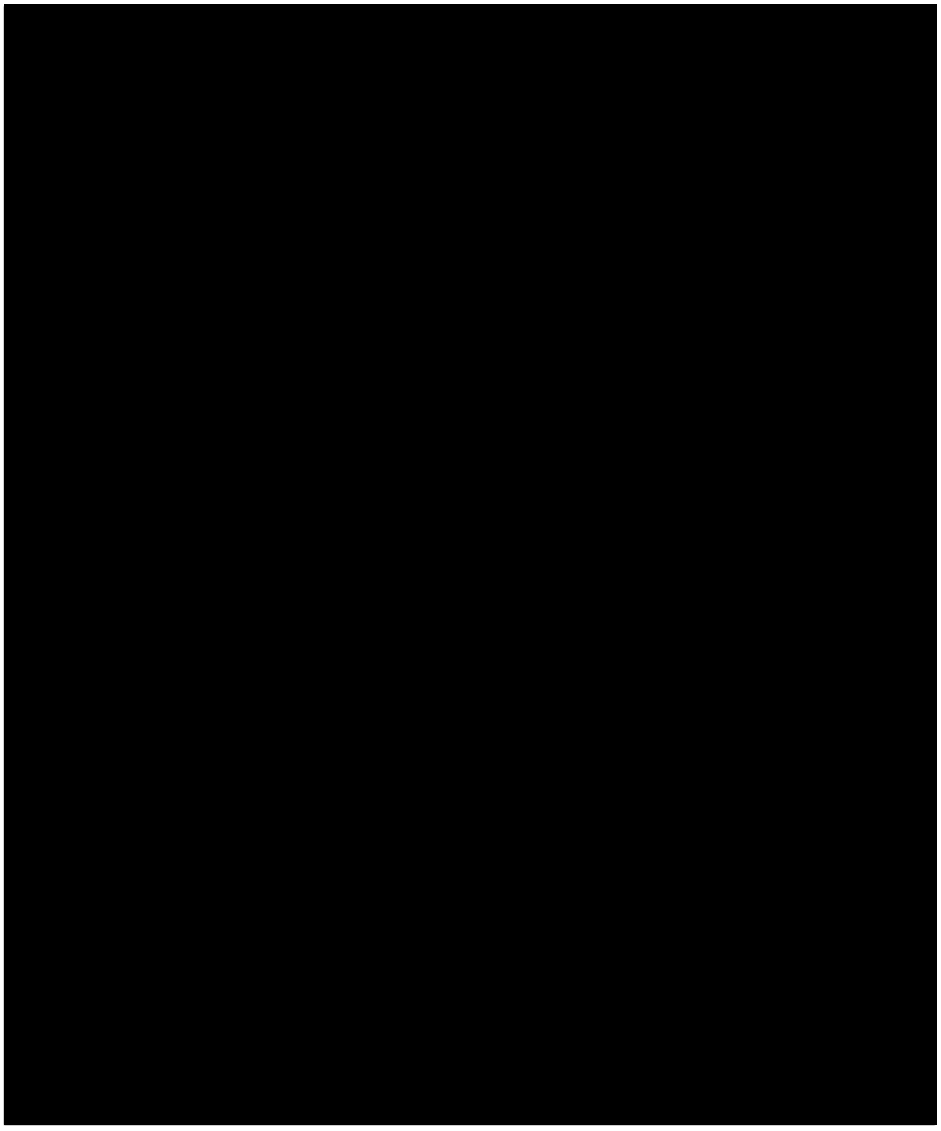

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.
KPMG Canada provides services to KPMG LLP.

Project Team

Key Resumés (C.1 a-d)

Jim Pattison Jr.,
President

Jim Pattison Jr., became President and CEO of Ripley Entertainment Inc. on Jan. 1, 2008 after working for the company for 17 years in several high level positions. Most recently, he was Executive Vice President for all Ripley's attractions operations worldwide, including the company's two world-class aquariums. Prior to that, he was Senior Vice President of operations for all Ripley's attractions in North America, Europe and Australia. Jim has a broad range of management experience in the amusement, attraction, aquarium, entertainment and finance fields. He has lived in Canada, Switzerland, and the United States and has traveled extensively throughout the world.

Darren Loblaw,
Chief Financial Officer

Darren Loblaw joined Ripley's in 2001 as the Chief Financial Officer. In addition to participating in business development activities, Darren oversees all of the accounting, budgeting and financial analysis of the company. Darren grew up in northern Canada, and earned a Master's degree in economics at Queen's University and an MBA from the Richard Ivey School of Business. Darren worked for the Department of Finance in Ottawa before moving to Calgary, Alberta where he was the Director of Corporate Finance for Canadian Airlines International.

Scott Line,
Senior Vice President, General Counsel & Franchise Services

Scott Line has served as Ripley's Vice President Legal & Business Development since April 2000. He has been involved with all legal aspects of the company's unprecedented growth and diversification. Scott also focuses on mergers and acquisitions, licensing, franchising, real estate and contract law. From September 1999 to April 2000, Scott was an attorney for Vistana, Inc., a division of Starwood Hotels. From October 1997 to September 1999, Scott served as Director of Legal Services of Ripley Entertainment. Prior to October 1997, Scott was an attorney at Maguire, Voorhis & Wells in Orlando, Florida. Scott received his law degree *cum laude* from Stetson University and his undergraduate degree from Furman University.

Norm Deska,
Executive Vice President, Intellectual Property
A chartered accountant with an MBA from York University in Toronto, Canada, Norm Deska has been with the Ripley organization since 1982. During that period, he has been involved with all aspects of this rapidly expanding company. Presently he is the Executive Vice President of Intellectual Property. Norm is responsible for licensing of the "Ripley's Believe It or Not!" trademark property, including the very successful television series seen around the world, the Ripley Publishing program and the global syndication of the daily "Believe It or Not!" cartoon feature. Norm is a dual citizen of both Canada and the United States.

Robert W. Kirchgessner,
Senior Project Manager

Bob Kirchgessner has been involved in the creation, planning and development of aquariums, themed entertainment facilities, live shows and themed pavilions and exhibits since 1966. He joined the Ripley's team as a consultant in 1994 to develop Ripley's premier aquarium in Myrtle Beach. Bob was the Senior Project Manager for the construction of Ripley's Aquarium of the Smokies in Gatlinburg and has remained with the company as Senior Project Manager. He has a broad range of experience in formulating operational characteristics, facility integration, conceptual and technical design, as well as project management. Prior to joining Ripley's, Bob managed large entertainment projects at Disney, Universal Studios and built major aquatic projects at Sea World of Florida and Texas.

All members of the team are currently involved in the development of Ripley's third aquarium which will be located at the base of the CN Tower in Toronto, Canada and is anticipated to open in the summer of 2013.

Consultants

Ripley Entertainment Inc. has designers and architects on staff that will participate in the project. Senior management will also retain several outside designers to work on different parts of the proposal that will be presented in the RFP stage.

Project Experience and References

Ripley Entertainment Inc. has a long history of designing, developing, financing, constructing and successfully operating world-class attractions around the world. The following examples of the company's larger projects are intended to represent comparable venues that the company has been involved with.

Business	Location	Project Cost	Opening Date
Ripley's Aquarium	Myrtle Beach, SC	$42 million	June 1997
Ripley's Aquarium of the Smokies	Gatlinburg, TN	$70 million	December 2000
Great Wolf Lodge	Niagara Falls, Ontario	C$130 million	April 2006
Ripley's Aquarium of Canada	Toronto, Ontario	C$130 million	June 2013

The first two projects listed represent the two world-class aquariums that the company was involved with. Both aquariums are financially successful, having operated with healthy margins and positive cashflow from opening day to the present. Both aquariums continue to be consistently in the top ten most visited aquarium in all of North America each year.

Ripley's Aquarium – Myrtle Beach, SC

Ripley Entertainment entered the world-class aquarium business in June 1997 when it opened the state-of-the-art *Ripley's Aquarium* in Myrtle Beach, South Carolina. Ripley's $42 million, 86,000 square foot, 1.2 million-gallon salt-water aquarium attracted over 1.4 million visitors in its first year of operation. Soon after opening, Ripley's Aquarium in Myrtle Beach was granted (and since maintained) accreditation by the prestigious American Zoo and Aquarium Association. Since opening, Ripley's Aquarium has educated and entertained over 13 million Visitors and is South Carolina's most visited attraction. On an annual basis, Ripley's Aquarium receives over 1 million visitors each year.

Ripley Entertainment Inc. was intimately involved with every facet of design, development and construction of this aquarium. The company relied on its own employees as well as contractors and consultants to construct the aquarium. The company owns and oversees operations at the aquarium, which it has continued to do since opening.

Ripley's Aquarium of the Smokies – Gatlinburg, TN

Ripley's Aquarium of the Smokies opened in December 2000, and in its first year of operation, entertained just under 2 million visitors, making it the most visited aquarium in all of North America for that year. Since opening, Ripley's Aquarium of the Smokies has educated and entertained over 12 million visitors. Ripley's Aquarium and the city infrastructure, including the Gatlinburg Transit Center, together represent a US $70 million cooperative project between the city and the entertainment company. The 115,000 square foot, 1.3 million gallon aquarium is home to 11-foot sharks, 8,000 exotic fish and the world's longest aquarium tunnel. Ripley's Aquarium of the Smokies in Gatlinburg, TN, is the second-most visited attraction in the state, voted the number one aquarium in America by TripAdvisor.com.

Ripley Entertainment Inc. was intimately involved with every facet of design, development and construction of this aquarium. The company relied on its own employees as well as contractors and consultants to construct the aquarium. The company owns and oversees operations at the aquarium, which it has continued to do since opening.

Great Wolf Lodge & Water Park Resort – Niagara Falls, Ontario, Canada

Ripley's largest attraction to date is the $130 million Great Wolf Lodge and Water Park Resort, which opened in Niagara Falls in April 2006. The lodge features 406 suites and a 103,000 square foot (bigger than a football field) indoor water park where the water temperature is always a comfortable 84 degrees Fahrenheit. Guests enjoy 13 twisting turning slides and other water thrill attractions all day long, all year round. The Great Wolf Lodge has been a winner of several prestigious national awards and was voted as the best family resort in Canada by Trip Advisor. The innovation and marketing focus of the Great Wolf Lodge in Niagara Falls has made it a resort icon in Ontario and the upstate New York State region. The award winning Great Wolf Lodge is more than just a water park it is an indoor wonderland for the whole family. Deluxe accommodations, restaurants, an arcade, children's activities, a world–class Aveda spa, and five-star service all make a stay at the Great Wolf Lodge a family vacation to remember. The Great Wolf Lodge draws approximately 500,000 guests each year and has been profitable since opening.

Ripley Entertainment Inc. was intimately involved with every facet of design, development and construction of the resort. The company relied on its own employees as well as contractors and consultants to construct the aquarium. The company owned and oversaw operations at the lodge for the first five years after opening.

Ripley's Aquarium of Canada – Toronto, Ontario, Canada

Presently under construction, Ripley's Aquarium of Canada will be a 135,000 square-foot major family attraction with 1.5 million gallons of marine habitats from all over the world. Among many more exciting interactive exhibits for families and school groups, the aquarium will contain:

- More than 13,500 exotic sea and freshwater creatures, comprising more than 450 species;
- A unique 315 foot long moving walkway through an acrylic tunnel deep below the 750,000 gallon Shark Lagoon, a habitat occupied by 10 to 12 foot long sand tiger sharks, largetooth sawfish and dozens of other species. Guests may step on and off the walkway to spend extra time admiring the huge sharks, as they choose;
- Main exhibition tanks including a tropical reef tank, along with Great Lakes exhibits and Atlantic and Pacific habitats;
- A Marine Education Center with dedicated classroom space;
- Flexible and changing exhibition space;
- Food service and retail store.

The aquarium construction cost is $130 million and the aquarium is expected to open in the summer of 2013. The company will own and operate the aquarium in Toronto.

Security Procedures

All of the businesses operated by Ripley Entertainment Inc. follow a well defined standard operating procedure. Training for the company's employees is provided on a regular basis to reinforce the necessary security and safety procedures that need to be followed. At the larger businesses, employees perform bag searches and closely monitor guest activity for signs of any suspicious behavior.

Experience in using large volume ticketing systems

Large volume ticketing systems are a core competency of Ripley Entertainment. The company has a broad range of expertise in this area with well over ten years of experience with point-of-sale systems. Our systems experience includes multiple large volume attractions, advanced e-commerce systems and complex partner ticket arrangements. Our ticket type experience includes multi-use tickets, consignment, timed ticketing and promotional ticketing configurations. We have working relationships with all of the major ticket system vendors in our industry.

Since 2008, Ripley's has implemented a single ticketing system across our company-owned attractions. The use of this advanced point-of-sales ticketing system has provided us with a competitive advantage in the design and delivery of attractions tickets.

Some of the features of this system are:

- Highly configurable features for the management, redemption, and tracking of coupons, vouchers, and discounts;
- The ability to create highly customized on-line tickets and web sites;
- Separate online sites for selling single attraction tickets through multiple partners who have varying discount levels;
- Mobile ticket sales;
- Built-in group and account sales functionality with unlimited accounts and invoices;
- Full-featured, detailed reporting including financial and performance reports that will enable users to view, customize, and export information;
- Access to admissions and sales information in real time from any reporting station on the network;
- User-designed, role-based security with an operator log-in/password system that limits access to sensitive functions; and
- Advanced audit capabilities to automatically record cash over/short situations and enter ticket stock start and end numbers to control ticket inventory.

Exhibit E – Legal Proceedings

Excluding any proceedings for which the total amount in dispute is less than $100,000, and proceedings for personal injury or property damage that are fully covered by insurance and for which the total amount in dispute is less than $1 million, there are no legal proceedings, administrative proceedings or arbitrations pending to which the company is a party. In addition, there are no legal proceedings, administrative proceedings or arbitrations concluded adversely to the company within the past five years, which relate to the procurement or performance of any contract.

Acknowledgement of Receipt of Addenda to the RFQ

Receipt of the following Addenda to this Request for Qualifications:

Addenda Numbers: One World Trade Center Observation Deck Addenda #1 & Addenda #2

The respondent Ripley Entertainment Inc.

_____, hereby certifies that the Respondent has read the Request for Qualifications in its entirety, understands its requirements, and has asked for explanations of anything it did not understand.

Respondent declares under penalty of perjury that the foregoing is true and correct,

Jim Pattison, Jr.

Signature of Respondent

Jim Pattison Jr.

Name

President

Title

Nov. 29/11

Date

Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies t the WTC Tower 1 LLC to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Qualifications for Operator and Manager for the One World Trade Center Observation Deck.
- Compliance to all applicable laws, regulation or ordinances of applicable federal, state and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, neither the firm named below nor any person or entity acting on its behalf has communicated with representatives of Owner, the Port Authority of New York and New Jersey, the Durst Organization, or any of their affiliates except as provided in the Request for Qualifications.
- The firm named below unconditionally accepts all terms and conditions listed in this Request for Qualifications, unless fully disclosed in the response.
- The firm has examined the Request for Qualifications, drawings, and related documents, and hereby submits the attached Statement of Qualifications.
- The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
- The firm has received of all addenda to the Request for Qualifications and all of the provisions and requirements of such addenda have been taken into consideration in preparation of this Statement of Qualifications.
- WTC Tower 1 LLC has the right to reject any or all proposals, to proceed with any firm (or to negotiate with more than one firm) without notice to the firm named below, and to alter the selection process as it may determine in its discretion the information, criteria, and evaluations on which its selection is based, and that any selection decision made by WTC Tower 1 LLC will be final and not subject to dispute. Neither WTC Tower 1 LLC, nor any of its affiliates, representatives or consultants shall have any liability to the firm named below in connection with the selection process or any act or omission in connection with the selection of an operator or manager for the Observation Deck.

Date: Nov. 29/11

Signed:

Name: Jim Pattison, Jr

Title: President

Name of Firm: Ripley Entertainment Inc.

Organized as (mark one): Proprietorship _____ Partnership _____

Corporation ___X___ Joint Venture _____

Under the Law of the State of: Delaware

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Orlando, FL 32819

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Facsimile: (407) 345-0801

Web: www.ripleys.com

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners.