FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July [2], 2011 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and MP FREEDOM LLC, having an office at 335 Madison Avenue, New York, New York 10017, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord and Tenant are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Lease"), covering Site 23 at Battery Park City, New York, N.Y.; and
- (b) Landlord and Tenant wish to modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Except as otherwise herein defined, all terms contained in this Amendment shall have the same meaning ascribed to them in the Lease or in <u>Exhibit G</u> to the Lease.

2. The following definitions shall be added to Section 1.01 of the Lease:

"Exterior of the Community Space"	Defined in Section 12.05(a)."
"terrace portion of the Center"	The land described in <u>Exhibit K</u> attached hereto."

3. The following shall be added as a new <u>Section 12.05</u> of the Lease:

"12.05. Landlord Repair Obligations.

(a) Notwithstanding anything contained herein to the contrary, Landlord, at its sole cost and expense, shall take good care of and keep in good condition and repair the terrace portion of the Center (including, without limitation, any pavement, improvements, fixtures and landscaping on the terrace portion of the Center).

4. "<u>Exhibit A</u>" attached to the Lease shall be deleted in its entirety and replaced with the replacement <u>Exhibit A</u> attached hereto.

5. "<u>Exhibit I</u>" attached to the Lease shall be deleted in its entirety and replaced with the replacement <u>Exhibit I</u> attached hereto.

6. "<u>Exhibit J</u>" attached to the Lease shall be deleted in its entirety and replaced with the replacement <u>Exhibit J</u> attached hereto.

7. The document entitled "Proposed Vault Easements" which follows <u>Exhibit J</u> to the Lease is hereby deleted from the Lease, and <u>Attachment 1</u> hereto, entitled "Vaults, Sites 23/24" is hereby substituted therefor.

8. <u>Exhibit K</u>, Terrace Portion of the Community Center, attached hereto shall be added to the Lease as "<u>Exhibit K</u>".

9. Landlord acknowledges receipt of (i) advice from Tenant to the effect that the Site 23 Building will initially be operated entirely or predominantly as a rental property, and (ii) a copy of the revised Declaration and the Bylaws made a part thereof, which have been initialed by Landlord and Tenant, intended to be recorded on or about the date hereof in the New York County office of the Register of the City of New York, pursuant to which the Site 23 Building shall be submitted to the provisions of Article 9-B of the Real Property Law of the State of New York and established as a three (3) unit qualified leasehold condominium, including a single residential unit consisting of approximately 191 residential apartments and two non-residential units (the "<u>Revised Declaration</u>"). Landlord agrees that, notwithstanding anything to the contrary set forth in the Lease, Landlord has approved the Revised Declaration and Tenant shall have the right to operate all or any portion of the Site 23 Building as a rental property and to record the Revised Declaration.

10. Notwithstanding anything to the contrary set forth in the Lease, Landlord and Tenant agree that: (i) Tenant shall not be required to commence a Bona Fide Sale Process upon the recording of the Revised Declaration, but such agreement shall not affect in any manner any other provision of the Lease, including, without limitation, Section 3.05(c), dependent upon such Bona Fide Sales Process taking place, (ii) no Transaction Payment shall be due upon the recording of the Revised Declaration or the transfer of Unit comprising the Community Space (the "<u>Community Space Unit</u>"), (iii) Tenant shall be required to deliver to Landlord (a) the Guaranty of Transaction Payments from a Qualified Guarantor and (b) the Security Fund, upon the earlier of (x) the Condominium Date and (y) October 31, 2011, and (iv) the Condominium Board shall become responsible for the items listed in Section 4(b)(i) – (iii) of Exhibit G to the Lease. For the avoidance of doubt, the Condominium Date shall be deemed to refer to the date on which ownership of the Community Space Unit shall be delivered to Landlord.

11. In reliance on the letter from 200/300 North End Avenue Capital LLC ("<u>NEAC</u>"), a Delaware limited liability company, to Landlord dated as of the date hereof, Landlord agrees that NEAC shall be deemed to be an "Institutional Lender" for all purposes under the Lease.

12. Section 4(b) of <u>Exhibit G</u> to the Lease is hereby amended by deleting the phrase "From and after the Condominium Date," set forth in the first sentence of thereof and replacing it with the phrase "From and after the date that the Declaration is recorded,".

13. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control. Landlord

represents to Tenant that, on the date hereof, (i) the Lease is in full force and effect and, except for this Amendment, has not been modified or amended in any respect whatsoever, (ii) the Lease embodies the entire agreement and understanding between Landlord and Tenant with respect to the subject matter of the Lease, and (iii) to the best of Landlord's knowledge, Tenant is not in default with respect to any of Tenant's obligations under the Lease, except that nothing herein shall be deemed to address the completion of the work necessary to or whether Substantial Completion has occurred. Tenant represents to Landlord that, on the date hereof, (a) the Lease is in full force and effect and, except for this Amendment, has not been modified or amended in any respect whatsoever, (b) the Lease embodies the entire agreement and understanding between Landlord and Tenant with respect to the subject matter of the Lease, and (c) to the best of Tenant's knowledge, Landlord is not in default with respect to any of Landlord's obligations under the Lease.

14. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

15. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

16. This Amendment shall be construed in accordance with the laws of the State of New York.

[Remainder of Page Blank]

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BATTERY PARK CITY AUTHORITY d/b/a HUGHIL CAREY BATTERY PARK CITY AUTHORITY 0 By: Name: GAYLE'M. HORWITZ Title: PRESIDENT & CEO MP FREEDOM LLC By:_ Name: Title:

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY /

Ву:____

Name: Title:

MP FREEDOM LLC/

By:

Name: Howard P. Milstein Title: Authorized Signatory

EXHIBIT A

Description of Land

SITE 23 BLOCK 16, LOT 230 CONFIGURATION BELOW ELEVATION 2.25' (MBD) BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lot 230 below elevation 2.25' (Manhattan Borough Datum)

Beginning at the intersection of the easterly line of North End Avenue, width varies, and the southerly line of Warren Street, 64 feet wide; thence

- 1) Along said southerly line of Warren Street, South 59°26'46" East, a distance of 101.04 feet to a point; thence
- 2) South 39°29'17" West, a distance of 81.78 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 115.57 feet, a radius of 455.92 feet and a central angle of 14°31'25" and being subtended by a chord which bears South 32°13'35" West 115.26 feet to the northerly line of Lot 235; thence
- 4) Along said northerly line of Lot 235, North 59°26'46" West, a distance of 84.98 feet to a point; thence
- 5) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 196.00 feet to the Point of Beginning.

Encompassing an area of 17,353 square feet or 0.398 acres, more or less.

This description is prepared in accordance with a plan titled "Tax Lot Survey of Block 16, Lots 230 & 235, Battery Park City Site 23 & 24, City of New York, Borough of Manhattan, New York County, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated June 13, 2011, Drawing No's. TL.01 and TL.02.

SITE 23

BLOCK 16, LOT 230 CONFIGURATION AT OR ABOVE ELEVATION 2.25' AND AT OR BELOW ELEVATION 28.21' (AT GRADE) (MBD) BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lot 230 at or above elevation 2.25' and at or below elevation 28.21' (At grade) (Manhattan Borough Datum)

Beginning at the intersection of the easterly line of North End Avenue, width varies, and the southerly line of Warren Street, 64 feet wide; thence

- 1) Along said southerly line of Warren Street, South 59°26'46" East, a distance of 101.04 feet to a point; thence
- 2) South 39°29'17" West, a distance of 81.78 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 122.05 feet, a radius of 455.92 feet and a central angle of 15°20'16" and being subtended by a chord which bears South 31°49'10" West 121.68 feet to the northerly line of Lot 235; thence
- 4) Along said northerly line of Lot 235, North 65°49'47" West, a distance of 2.83 feet to a point; thence
- 5) North 24°10'54" East, a distance of 0.16 feet to a point; thence
- 6) North 80°25'30" West, a distance of 5.48 feet to a point; thence
- 7) North 09°35'30" East, a distance of 0.33 feet to a point; thence
- 8) North 80°26'06" West, a distance of 9.66 feet to a point; thence
- 9) North 30°33'14" East, a distance of 11.71 feet to a point; thence
- 10) North 59°26'46" West, a distance of 68.56 feet to a point; thence
- 11) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 196.00 feet to the Point of Beginning.

Encompassing an area of 17,499 square feet or 0.402 acres, more or less.

This description is prepared in accordance with a plan titled "Tax Lot Survey of Block 16, Lots 230 & 235, Battery Park City Site 23 & 24, City of New York, Borough of Manhattan,

New York County, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated June 13, 2011, Drawing No's. TL.01 and TL.02.

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SITE 23 BLOCK 16, LOT 230 CONFIGURATION ABOVE ELEVATION 28.21' AND AT OR BELOW 39.87' (MBD) BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lots 230 above elevation 28.21' and at or below elevation 39.87' (Manhattan Borough Datum)

Beginning at the intersection of the easterly line of North End Avenue, width varies, and the southerly line of Warren Street, 64 feet wide; thence

- 1) Along said southerly line of Warren Street, South 59°26'46" East, a distance of 101.04 feet to a point; thence
- 2) South 39°29'17" West, a distance of 81.78 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 115.57 feet, a radius of 455.92 feet and a central angle of 14°31'25" and being subtended by a chord which bears South 32°13'35" West 115.26 feet to the northerly line of Lot 235; thence
- 4) Along said northerly line of Lot 235, North 59°26'46" West, a distance of 84.98 feet to a point; thence
- 5) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 196.00 feet to the Point of Beginning.

Encompassing an area of 17,353 square feet or 0.398 acres, more or less.

This description is prepared in accordance with a plan titled "Tax Lot Survey of Block 16, Lots 230 & 235, Battery Park City Site 23 & 24, City of New York, Borough of Manhattan, New York County, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated June 13, 2011, Drawing No's. TL.01 and TL.02.

SITE 23 BLOCK 16, LOT 230 CONFIGURATION ABOVE ELEVATION 39.87' (MBD) BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lot 230 above elevation 39.87' (Manhattan Borough Datum)

Beginning at the intersection of the easterly line of North End Avenue, width varies, and the southerly line of Warren Street, 64 feet wide; thence

- 1) Along said southerly line of Warren Street, South 59°26'46" East, a distance of 101.04 feet to a point; thence
- 2) South 39°29'17" West, a distance of 81.78 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 147.86 feet, a radius of 455.92 feet and a central angle of 18°34'54" and being subtended by a chord which bears South 30°11'50" West 147.21 feet to the northerly line of Lot 235; thence
- 4) Along said northerly line of Lot 235, North 59°26'46" West, a distance of 89.26 feet to a point; thence
- 5) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 228.00 feet to the Point of Beginning.

Encompassing an area of 20,135 square feet or 0.462 acres, more or less.

This description is prepared in accordance with a plan titled "Tax Lot Survey of Block 16, Lots 230 & 235, Battery Park City Site 23 & 24, City of New York, Borough of Manhattan, New York County, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated June 13, 2011, Drawing No's. TL.01 and TL.02.

EXHIBIT I

Leased Subsurface Vaults

SITE 23 VAULT EASEMENT "3" BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

Beginning at the intersection of the easterly line of North End Avenue, width varies, and the southerly line of Warren Street, 64 feet wide; thence

1) Along said easterly line of North End Avenue, South 30°33'14" West, a distance of 196.00 feet to a point; thence

2) Through the right-of-way of North End Avenue, North 59°26'46" West, a distance of 8.00 feet to a point; thence

3) Still through said right-of-way of North End Avenue, North 30°33'14" East, a distance of 196.00 feet to a point; thence

4) Still through said right-of-way of North End Avenue, South 59°25'30" East, a distance of 8.00 feet to the Point of Beginning.

Encompassing an area of 1,567 square feet or 0.036 acres.

This description is prepared in accordance with a plan titled "Vaults, Site 23/24 Plan, Battery Park City, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated October 29, 2007 and last revised January 26, 2009, Drawing No. EA.04.

EXHIBIT J

Licensed Subsurface Vault

SITE 23 VAULT EASEMENT "4" BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

Beginning at a point on the southerly line of Warren Street, 64 feet wide, said point being a distant South 59°26'46" East 101.04 feet from the intersection of said southerly line of Warren Street and the easterly line of North End Avenue, width varies; thence

1) Along said southerly line of Warren Street, South 59°26'46" East, a distance of 9.03 feet to a point; thence

2) South 39°29'17" West, a distance of 83.18 feet to a point; thence

3) Southwesterly along a curve to the left, having an arc distance of 114.18 feet, a radius of 447.00 feet and a central angle of 14°38'08" and being subtended by a chord which bears South 32°10'08" West 113.87 feet to a point; thence

4) North 59°27'00" West, a distance of 8.96 feet to a point; thence

5) Northeasterly along a curve to the right, having an arc distance of 115.57 feet, a radius of 455.92 feet and a central angle of 14°31'25" and being subtended by a chord which bears North 32°13'35" East 115.26 feet to a point; thence

6) North 39°29'17" East, a distance of 81.78 feet to the Point of Beginning.

Encompassing an area of 1,760 square feet or 0.040 acres.

This description is prepared in accordance with a plan titled "Vaults, Site 23/24 Plan, Battery Park City, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated October 29, 2007 and last revised December 4, 2008, Drawing No. EA.04.

EXHIBIT K

Terrace Portion of the Community Center

SITE 23

BLOCK 16, LOT 230 CONFIGURATION ABOVE ELEVATION 28.21' AND AT OR BELOW 39.87' (MBD) BATTERY PARK CITY NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lots 230 above elevation 28.21' and at or below elevation 39.87' (Manhattan Borough Datum)

Beginning at the intersection of the easterly line of North End Avenue, width varies, and the southerly line of Warren Street, 64 feet wide; thence

- 1) Along said southerly line of Warren Street, South 59°26'46" East, a distance of 101.04 feet to a point; thence
- 2) South 39°29'17" West, a distance of 81.78 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 115.57 feet, a radius of 455.92 feet and a central angle of 14°31'25" and being subtended by a chord which bears South 32°13'35" West 115.26 feet to the northerly line of Lot 235; thence
- 4) Along said northerly line of Lot 235, North 59°26'46" West, a distance of 84.98 feet to a point; thence
- 5) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 196.00 feet to the Point of Beginning.

Encompassing an area of 17,353 square feet or 0.398 acres, more or less.

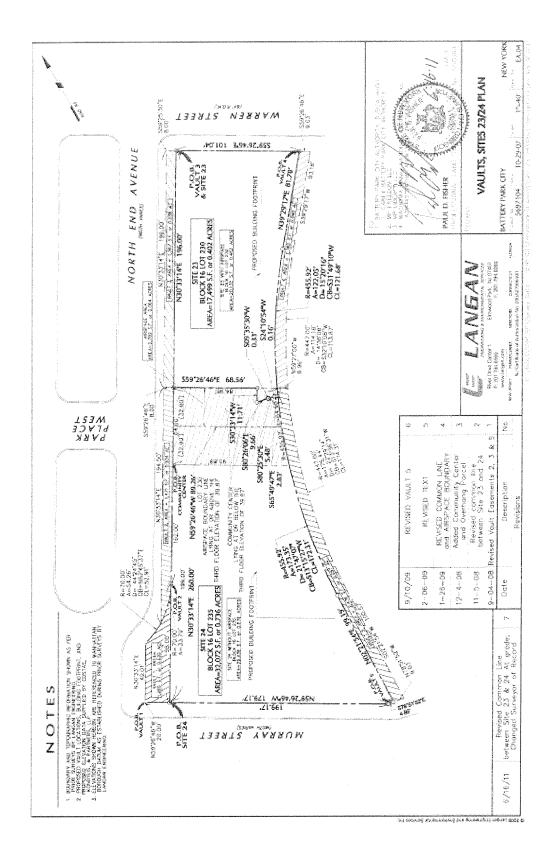
This description is prepared in accordance with a plan titled "Tax Lot Survey of Block 16, Lots 230 & 235, Battery Park City Site 23 & 24, City of New York, Borough of Manhattan, New York County, New York," prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 5697104, dated June 13, 2011, Drawing No's. TL.01 and TL.02.

ATTACHMENT 1

Vaults, Sites 23/24

(see attached)

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SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of October <u>31</u>, 2011 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First <u>Amendment</u>"; with the Original Lease as modified by the First Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "October 31, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment shall be deemed deleted and replaced with "November 30, 2011".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

[Remainder of Page Blank]

BATTERY PARK CITY AUTHORITY d/b/a/HUGH L AREY BATTERY PARK CITY AUTHORITY By: Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Andrew Berkman Title: President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Undrew Bertman By:

Name:Andrew BerkmanTitle:President

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of November 30, 2011 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First <u>Amendment</u>") and further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"; with the Original Lease as modified by the First Amendment and the Second Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment) shall be deemed deleted and replaced with "December 31, 2011".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY RARK CITY AUTHORITY d/b/a HUGH L. CAREY BATYERY PARK CITY AUTHORITY By Name: Gayle M. Ho witz Title: President CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_

Name:Andrew BerkmanTitle:President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:______Name:

Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

andrew Barking By:

Name: Andrew Berkman Title: President

FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of December 28, 2011 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First <u>Amendment</u>"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), and further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "<u>Third Amendment</u>"; with the Original Lease as modified by the First Amendment, the Second Amendment and the Third Amendment being hereinafter referred to as the "<u>Lease</u>"); and
- (c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment and the Third Amendment) shall be deemed deleted and replaced with "January 31, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY
d/b/aNUGH L. CAREN BATTERY PARK CITY
AUTHORITY
By: Caller
Name: Gayle M. Horwitz
Title: President
· · · · ·

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:__

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Ken Sn. Buckley Name: Kevin Buckley Title: Vice President

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FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of January 30, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), and further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment and the Fourth Amendment) shall be deemed deleted and replaced with "February 28, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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BATTERY PARK CITY AUTHORITY d/b/a HUGH I. CAREY BATTERY PARK CITY AUTHORITY By: Name: Title: CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

m. Buelly ۸ By: 0 Name: Kevin Buckley

Title: Vice President

SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of February 28, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First <u>Amendment</u>"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "<u>Third Amendment</u>"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "<u>Third Amendment</u>"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "<u>Fourth Amendment</u>"), and further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "<u>Fifth Amendment</u>"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment) shall be deemed deleted and replaced with "March 31, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such

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instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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BAA ΥAŲ TERY PA THORITY С VERY PARK CITY d/b HUGH B7 AUTHORI7 0 Bу GAYLE M.HORWITZ PRESIDENT & CEO Name: Title: CONDOMINIUM BOARD OF MANAGERS OF

LIBERTY GREEN CONDOMINIUM

By: Kesi SM. Name: Kevin Buckley

Title: Vice President

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SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of March 27, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"); and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Original Lease"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First. Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment") and further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. 1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment) shall be deemed deleted and replaced with "April 30, 2012".

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2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L CAREX BATTERY PARK CITY AUTHORITY By: GAYLE M. HORWITZ Name: PRESIDENT & CEO Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Keving Su, Supple By: Name: Kevin Buckley Title: Vice President

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EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of April 30, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), and further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment being hereinafter referred to as the "Lease"); and
- (c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment) shall be deemed deleted and replaced with "May 31, 2012". 2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PAR d/b/a HUGH L. C AUTHORITY By:		HORNTY TERY PARK CITY
Name:	AYLE M. H	ORWITZ
Title:	AYLE M. H PRESIDEN	T& CEO
	/]	

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

B<u>y:</u>____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Ken & Bachly

Name: Kevin Buckley Title: Vice President

NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of May 31, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment", and further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment being hereinafter referred to as the "Lease"); and
- (c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eight Amendment) shall be deemed deleted and replaced with "June 30, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY
d/b/AHUGH () CAREN BATTERY PARK CITY
AUTHORITY
$\int \partial c \partial N \partial A A$
Ву:
Name: GAYLE M. HORWITZ
CONDOMINIUM BOARD OF MANAGERS OF
LIBERTY GREEN CONDOMINIUM
By:
Name: Kevin Buckley
Title: Vice President

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

> > _____

By:_____ Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

: In Sueple Kem' By:

Name: Kevin Buckley Title: Vice President

TENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of June 29, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), and further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment and the Ninth Amendment) shall be deemed deleted and replaced with "July 31, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written. BATTERY PARK CITY AUTHORITY d/by HUGHL. CAREY BALTERY PARK CITY TÌHOŘI' Αl By GAYLE M. HORWITZ Name: PRESIDENT & CEO Title: CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By: Name: Kevin Buckley

Title:

Vice President

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____ Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kevin my Buckle Name: Kevin Buckle Title: Vice President

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ELEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

ELEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July 31, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Original Lease"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), and further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment being hereinafter referred to as the "Lease"); and
- (c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment and the Tenth Amendment) shall be deemed deleted and replaced with "August 31, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/by HUGH L CAREY BATTERY PARK CITY AUTHORITY By: GAYLE M.HORWITZ Name: PRESIDENT & CEO Title: CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By:

Name:	Kevin Buckley
Title:	Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Lewing Bushy</u> Name: Kevin Buckley

Title: Vice President

TWELFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWELFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of August 30, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), and further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment being hereinafter referred to as the "Lease"); and
- (c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment) shall be deemed deleted and replaced with "September 30, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York

BATTERY PARK CITY AUTHORITY d/b/a HUGH/L CAREY BATTERY PARK CITY AUTNORITY By: Name: Title: CONDOMINIUM BOARD OF MANAGERS OF

LIBERTY GREEN CONDOMINIUM

By:___

Name: Kevin Buckley Title: Vice President

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

Ву:____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Lewin m Buckly Name: Kevin Buckley

Title: Vice President

THIRTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of September 28, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the 'Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth <u>Amendment</u>"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"); and further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh

Amendment and the Twelfth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment) shall be deemed deleted and replaced with "October 31, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/p/a HUGH L CAREX BATTERY PARK CITY AUTHORIT By Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_

Name: Kevin Buckley Title: Vice President

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kon in Buckly By: Name: Kevin Buckley Vice President

NY 74116553v1

FOURTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE

(Site 23)

FOURTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of October 29, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"); further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"); and further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment,

the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment) shall be deemed deleted and replaced with "November 30, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

NY 74215583v1

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: Carl 9 Jourgell Name: CAUC 9 JATEEE Title: Service Developpinent Counsil

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Barkley Kenin m By: Name: Kevin Buckley

Title: Vice President

NY 74215583v1

FIFTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of November 29, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "<u>Third Amendment</u>"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"); further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"); further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"); and further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"; with the Original Lease as modified

by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment and the Fourteenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment and the Fourteenth Amendment) shall be deemed deleted and replaced with "December 31, 2012".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: <u>Alflo</u> Name:

Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:___

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

Ву:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Keyni Sm. Buckley</u> Name: Kevin Buckley

Title: Vice President

SIXTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of December 21, 2012 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"): further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"); further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"); further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"); and further amended pursuant to

that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "<u>Fifteenth Amendment</u>"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment and the Fifteenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment and the Fifteenth Amendment) shall be deemed deleted and replaced with "January 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

_____` 175 By: Name:

Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_____

•

Name:	Kevin Buckley
Title:	Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

.

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Ken my Buckle Name: Kevin Buckley

Title: Vice President

SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of January 29, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"); further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"); further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"); further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"); further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "<u>Fifteenth Amendment</u>"); and further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "<u>Sixteenth Amendment</u>"; with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment and Sixteenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment and the Sixteenth Amendment) shall be deemed deleted and replaced with "February 28, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY **AUTHORITY** By: Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kein In Buckly Name: Kevin Buckley

Title: Vice President

EIGHTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

EIGHTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of February 25, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"); further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"); further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"); further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"); further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "<u>Fifteenth Amendment</u>"); further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "<u>Sixteenth Amendment</u>"); and further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "<u>Seventeenth Amendment</u>"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Sixteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment and the Seventeenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment and the Seventeenth Amendment) shall be deemed deleted and replaced with "March 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes. 5. This Amendment shall be construed in accordance with the laws of the State of New York.

NY 74437070v2

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: Name: Dendrics Bartis Title: President + COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

۲ 1Sen By:_ han

Name: Kevin Buckley Title: Vice President

NINETEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

NINETEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of March 28, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), and further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment and the Eighteenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment and the Eighteenth Amendment) shall be deemed deleted and replaced with "April 30, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii)

signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY 0 By: Name: Demetricos A. Barthis

Title: Pasident/coo

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_

Name: Kevin Buckley Title: Vice President

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____ Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevin Buckley</u> Name: Kevin Buckley Title: Vice President

TWENTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of April 26, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("Tenant").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), and further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment and the Nineteenth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment and the Nineteenth Amendment) shall be deemed deleted and replaced with "May 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

NY 74562385v2

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Karin m. Buchly By: Name: Kevin Buckley

Title: Vice President

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BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY 1 ١ By: Name: Demetrios A Bactions Title: PresideNT/COD

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

TWENTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of May 29, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28. 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), and further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment and the Twentieth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Sixteenth Amendment, the Sixteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Sixteenth Amendment, the Sixteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Sixteenth Amendment, the Sixteenth Amendment, the Sixteenth Amendment and the Twentieth Amendment) shall be deemed deleted and replaced with "June 30, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kein M Buchley Name: Kevin Buckley

Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Keun Name: Kevin Buckley

Title: Vice President

TWENTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of June 24, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of

October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), and further amended pursuant to that certain Twenty-first Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-first Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment and the Twenty-first Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment and the Twenty-first Amendment) shall be deemed deleted and replaced with "July 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such

instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: Name: Beneticits A. Bo Ris

Title: President/Cos

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Name: Kevin Buckley

Title: Vice President

TWENTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July 25, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"); further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26. 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), and further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, and the Twenty-Second Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment and the Twenty-Second Amendment) shall be deemed deleted and replaced with "August 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY **AUTHORITY** By: Name: Demetrios A. Boutris Title: President/COO . CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By: D.

Name: Kevin Buckley Title: Vice President

TWENTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of August 26, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of

October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), and further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment and the Twenty-Third Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Tweifth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment and the Twenty-Third Amendment) shall be deemed deleted and replaced with "September 30, 2013". 2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

: RM Serpico Name: Robert M. Serpico Title: President (Interim) By:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kavin M. Bueply

Name: Kevin Buckley Title: Vice President

TWENTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of September 25, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"). further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), and further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment and the Twenty-Fourth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment and the Twenty-Fourth Amendment) shall be deemed deleted and replaced with "October 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: 460 Name? Title: CFO, Interim President

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kein By:

Name: Kevin Buckley Title: Vice President

TWENTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of October 29, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), and further amended pursuant to that certain Twenty-Ffith Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment and the Twenty-Fifth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Ninteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment and the Twenty-Fifth Amendment) shall be deemed deleted and replaced with "November 30, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: MSecples Name: Robert MSecples Title: CFS

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kavin m. Buckler By:

Name: Kevin Buckley Title: Vice President

TWENTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of November 21, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of

October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), and further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment and the Twenty-Sixth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment and the Twenty-Sixth Amendment) shall be deemed deleted and replaced with "December 31, 2013".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

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renco By: Name: Robert M. Serpies Title: CFO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: \$4 Name: Kevin Buckley Title: Vice President

NY 74854391v2

TWENTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of December 26, 2013 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of

October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), and further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment and the Twenty-Seventh Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eight Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment and the Twenty-Seventh Amendment) shall be deemed deleted and replaced with "January 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: Name: 🖂 obert M. Serpico Title: FO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Ken Sm By: Name: Kevin Buckley

Title: Vice President

TWENTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

TWENTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of January 27, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), and further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment and the Twenty-Eighth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment and the Twenty-Eighth) shall be deemed deleted and replaced with "February 28, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: Name: Saroico Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Keni M By:

Name: Kevin Buckley Title: Vice President

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THIRTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of February 25, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Original Lease"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), and further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment and the Twenty-Ninth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Seventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment and the Twenty-Ninth Amendment) shall be deemed deleted and replaced with "March 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

THIRTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of March 26, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Original Lease"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth <u>Amendment</u>"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), and further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment and the Thirtieth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Seventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment and the Thirtieth Amendment) shall be deemed deleted and replaced with "April 30, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: -Name: STARI Title: Passoent (COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:__

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kevin M. Buckley ne: Kevin Buckley By: Name:

Title: Vice President

THIRTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of April 25, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Original Lease"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth <u>Amendment</u>"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), and further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment. the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment and the Thirty-First Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment and Thirty-First Amendment) shall be deemed deleted and replaced with "May 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: Name: Sharli C. what Title: President/COD

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kavin V. Kuckley, By: Name: Kevin Buckley Title: Vice President

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THIRTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of May 28, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), and further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment,

the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment and the Thirty-Second Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment and the Thirty-Second Amendment) shall be deemed deleted and replaced with "June 30, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

	L. CARI	TY AUTHORITY EY BATTERY PARK CITY	
By:	Ву:		/
Name: Title:	Name: _	Shari C. Hyman	
	Title:	President / COO	
		ARD OF MANAGERS OF ONDOMINIUM	
By: Kesni	m. Ko	chler	

Name: Kevin Buckley Title: Vice President

THIRTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of June 26, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), and further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the

Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment and the Thirty-Third Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment and the Thirty-Third Amendment) shall be deemed deleted and replaced with "July 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

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		BATTERY PARK CITY
AUTHORIT	Y	\bigcirc n
C	P	
By:	By:	1 Automatical Automaticada Automaticada Automaticada Automaticada
Name:		
Title:	Name:	Shari 2. Hyman
	Title:	President / COO
CONDOMIN	JIUM BOA	RD OF MANAGERS OF
LIBERTY G	REEN CON	NDOMINIUM
Deu		

By:_

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Keren M. Buckley

Title: Vice President

THIRTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July 23, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), and further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth

Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Thirty-First Amendment, the Thirty-Fourth Amendment and the Thirty-Fourth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-First Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment and the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment and the Thirty-Fourth Fourth Amendment) shall be deemed deleted and replaced with "August 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

PARK C	CITY AUTHORITY
HL. CAH	REY BATTERY PARK CITY
TY	
BV:	2 A 11
Name:	Shari C. Hyman
Title:	President / COO
	H L. CAH TY By: Name:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kanin Buchley Name: Kevin Buckley

Name:Kevin BuckleyTitle:Vice President

THIRTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of August 26, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), and further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the

Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-First Amendment, the Thirty-First Amen

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-First Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-First Amendment and the Thirty-Fifth Amendment) shall be deemed deleted and replaced with "September 30, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this

Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY
AUTHORITY O 11
By: By:
Name: Title: Name:Shari C. Hyman
Title: President / COO
CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM
By:

Name: Kevin Buckley Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Ken m. Buckle

Name: Kevin Buckley Title: Vice President

THIRTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of September 29, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of

October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"). further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), and

further amended pursuant to that certain Thirty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment and the Thirty-Sixth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Fifth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-First Amendment, the Thirty-Fifth Amendment and the Thirty-Sixth Amendment) shall be deemed deleted and replaced with "October 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By B٧ Name: Title: Shari C. Hyman Name: _ President / COO Title:_ CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By: Name: Kevin Buckle Title: Vice President

THIRTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of October 28, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), and further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment and the Thirty-Seventh Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-First Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-First Amendment, the Thirty-Fifth Amendment, the Thirty-Fourth Amendment, the Thirty-Seventh Amendment, the Thirty-Seventh Amendment, the Thirty-Sixth Amendment and the Thirty-Seventh Amendment) shall be deemed deleted and replaced with "November 30, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such

instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (ii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: Name: Title: Name: ____ Shari C. Hyman President / COO Title:____ CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By:_ Kevin Buckley Name: Title: Vice President

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

:<u>Kami M. Buchlay</u> Name: Kevin Buckley By:

Vice President Title:

THIRTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

THIRTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of November 26, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), and further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment and the Thirty-Eighth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment and the Thirty-Eighth Amendment) shall be deemed deleted and replaced with "December 31, 2014".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY **BATTERY PARK CITY** AUTHORITY By: By: Name: Shari C. Hyman Title:Name: President / COO

Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Karn M. Luc Name: Kevin Buckley

Title: Vice President

FORTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of December 29, 2014 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

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with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment and the Thirty-Ninth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified 1. by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment and the Thirty-Ninth Amendment) shall be deemed deleted and replaced with "January 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

. Se Buell By:

Name: Kevin Buckey Title: Vice President

NY 75483772v2

FORTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of January 22, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28. 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), and further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment and the Fortieth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment and the Fortieth Amendment) shall be deemed deleted and replaced with "February 28, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kein m Backley By: Name: Kevin Buckley

Title: Vice President

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By:_ Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_

Name: Kevin Buckley Title: Vice President

FORTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of February 25, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Original Lease"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), and further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment and the Forty-First Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment and the Forty-First Amendment) shall be deemed deleted and replaced with "March 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CI	TY AUTHORITY
d/b/a HUGH L. CARI	EY BATTERY PARK CITY
AUTHORITY	7 CM
Dy:	Ender
By: Name: Name:	Sharl C. Hyman
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Title: Title:	President / COO
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CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kan m. Buchley Name: Kevin Buckley Title: Vice President

FORTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of March 31, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), and further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment and the Forty-Second Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the TwentyEighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment and the Forty-Second Amendment) shall be deemed deleted and replaced with "April 30, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: By: Name: Name: Shari C. Hyman Title: President / COO Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Ken n. Buckley By: Name: Kevin Buckley

Title: Vice President

NY 75602763v2

FORTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of April 29, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

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certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"). further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), and further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment and the Forty-Third Amendment being hereinafter referred to as the "Lease"): and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment and the Forty-Third Amendment) shall be deemed deleted and replaced with "May 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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Name	Name:	Shari C. Hyman
Thie:	Name:	onan o. riyman
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BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

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Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kein m. Buchly Name: Kevin Buckley

Title: Vice President

FORTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of May 29, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), and further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment and Forty-Fourth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth

Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Fifth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Forty-Fourth Amendment, the Forty-First Amendment, the Thirty-Sixth Amendment, the Forty-Fourth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment and the Forty-Fourth Amendment) shall be deemed deleted and replaced with "June 30, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By:__ _ By: (Name: Name: Shari C. Hyman Title: Title:_ President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kerim Buck By: Name: Kevin Buckley

Title: Vice President

FORTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of June 29, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

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Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), and further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, Forty-Fourth Amendment and Forty-Fifth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified

by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Thirty-Fourth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Thirty-Seventh Amendment, the Forty-First Amendment, the Thirty-Sixth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment and the Forty-Fifth Amendment) shall be deemed deleted and replaced with "July 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORIT By: By: 0 Name: Shari C. Hyman Title: President / COO Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

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> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Low in Buckley Name: Kevin Buckley

Title: Vice President

FORTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July 31, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third_Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), and further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, Forty-Fourth Amendment, Forty-Fifth Amendment and Forty-Sixth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment and Forty-Sixth Amendment) shall be deemed deleted and replaced with "August 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kewin Buckley Name: Kevin Buckley Title: Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY	PARK CI	TY AUTHOR	YTE	
d/b/a HUG	H L. CARE	EY BATTERY	Y PARK CITY	
AUTHORI	ТҮ Ву:	SK 1	"ll	
By: Name:	Name:	Shari C. I	Hyman	-
Title:	Title:	President	/ COO	

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President

FORTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of August 31, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

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Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), and further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, Forty-Fifth Amendment, the Forty-Sixth Amendment and the Forty-Seventh Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment and the Forty-Seventh Amendment) shall be deemed deleted and replaced with "September 30, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK C	
d/b/a HUGH L. CAR	FXBATTERY PARK CITY
AUTHORITY By:	P CA
By:	
Name: Name:	Shari C. Hyman
Title:	President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:		
]	Name:	Kevin Buckley
	Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kom in Ruchly Name: Kevin Buckley

Title: Vice President

FORTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FORTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of September 30, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25. 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"). further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"). further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), and further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment and the Forty-Eighth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment and the Forty-Eighth Amendment) shall be deemed deleted and replaced with "October 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

		TY AUTHORITY
d/b/a HUG	H L. CARE	Y BATTERY PARK CITY
AUTHORI	TY <	A
But	ру	400-
Name:	Name:	Shari C. Hyman
Title:	Title:	President / COO

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CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Name: Kevin Buckley
Title: Vice President

NY 75882708v2

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kow in Buckly

Name: Kevin Buckley Title: Vice President

FIFTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of October 23, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), and further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, and the Forty-Ninth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, and the Forty-Ninth Amendment) shall be deemed deleted and replaced with "November 30, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK (CITY AUTHORITY
d/b/a HUGH L. CAI	REY BATTERY PARK CITY
AUTHORITY By:	LCU
By: Name:	Shari C. Hyman
Title:	President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_____

Name:	Kevin Buckley	
Title:	Vice President	

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevin Buckley</u>

Title: Vice President

FIFTY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of November 24, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth <u>Amendment</u>"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"); and further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the

Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, and the Fiftieth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, and the Fiftieth Amendment) shall be deemed deleted and replaced with "December 31, 2015".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes. 5. This Amendment shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: By Name: Titleame: Shari C. Hyman Title: President / COO CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevin</u> <u>Souffle</u> Name: Kevin Buckley (Title: Vice President

FIFTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of December 21, 2015 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

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certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), and further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the ThirtySeventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, and the Fifty-First Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, and the Fifty-First Amendment) shall be deemed deleted and replaced with "January 31, 2016".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: B Name: Shari C. Hyman Title: Name: President / COO Title:_ CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By: Kevin Buckley Name: Vice President Title:

FIFTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of January 25, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), and further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Sixth Amendment, the Forty-Sixth Amendment, the Forty-Sixth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Fifty-First Amendment, the Forty-Sixth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-First Amendment, and the Fifty-Second Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment), and the Fifty-Second Amendment shall be deemed deleted and replaced with "February 29, 2016.

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which

together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

	Y PARK CITY AUTHORITY
	GH L. CAREY BATTERY PARK CITY
AUTHOR	ITY By:
	By:
By:	Name: Shari C. Hyman
Name: Title:	Title:President / COO
	itle: President / COO
CONDOM	1INIUM BOARD OF MANAGERS OF

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LIBERTY GREEN CONDOMINIUM

:	
Name:	Kevin Buckley
Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____ Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kevin Buckfey

Title: Vice President

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FIFTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of February 22, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

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certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"). further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), and further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth

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Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Forty-First Amendment, the Forty-First Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Seventh Amendment, the Forty-Sixth Amendment, the Forty-Sixth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Sixth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Forty-Sixth Amendment, the Fifty-First Amendment, the Forty-Sixth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Forty-Sixth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Second Amendment, the Fifty-Second Amendment, the Fifty-Second Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, and the Fifty-Third Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment. Amendment, and the Fifty-Third Amendment) shall be deemed deleted and replaced with "March 31, 2016.

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such

instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: By: Shari C. Hyman Name: Name: Title: President / COO Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Ken in Kuchle By: Kevin Buckley Name:

Title: Vice President

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FIFTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of March 25, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28. 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third <u>Amendment</u>"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second <u>Amendment</u>"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), and further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth

Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Second Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Seventh Amendment, the Forty-Third Amendment, the Forty-Seventh Amendment, the Forty-Sixth Amendment, the Forty-Sixth Amendment, the Forty-Fifth Amendment, the Forty-Seventh Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Fifth Amendment, the Forty-Seventh Amendment, the Forty-Fifth Amendment, the Forty-Seventh Amendment, the Forty-Sixth Amendment, the Forty-Fifth Amendment, the Forty-Seventh Amendment, the Forty-Fifth Amendment, the Forty-Seventh Amendment, the Forty-Fifth Amendment, the Forty-Seventh Amendment, the Fifty-First Amendment, the Forty-Ninth Amendment, the Fifty-Third Amendment, and the Fifty-Fourth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment. the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, and the Fifty-Fourth Amendment) shall be deemed deleted and replaced with "April 30, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

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3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY < By: By: Name: Name: Shari C. Hyman Title: President / COO Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kei m Buchle By:

Name: Kevin Buckly Title: Vice President

NY 76021863v1

FIFTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of April 26, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"). further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), and further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"): with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth

Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment and the Fifty-Fifth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment and the Fifty-Fifth Amendment) shall be deemed deleted and replaced with "May 31, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

AUTHORI ⁷ By:	\subset	BAM
Name: Title:	Ву:	Shari C. Hyman
	Name:	Drosident / COO
CONDOMI LIBERTY (NIUM BOA	ARD OF MANAGERS OF NDOMINIUM

Name: Kevin Buckley Title: Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevin Buckley</u> Name: Kevin Buckley Title: Vice President

FIFTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of May 23, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28. 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"). further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29. 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25. 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third <u>Amendment</u>"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22. 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), and further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment,

the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentjeth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment and the Fifty-Sixth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment. Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment and the Fifty-Sixth Amendment) shall be deemed deleted and replaced with "June 30, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

UTHORIT		
y:_By:	2 Ut	
Name: Name: — Title: —	Shari C. Hyman	
Title:	President / COO	

By:

Name: Kevin Buckley Title: Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kevin Buckley

Title: Vice President

FIFTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of June 27, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), and further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"); with the Original Lease

as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment and the Fifty-Seventh Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the FiftySixth Amendment and the Fifty-Seventh Amendment) shall be deemed deleted and replaced with "July 31, 2016".

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY	PARK CIT	Y AUTHORITY	
d/b/a HUGH	L. CAREY	Y BATTERY PARK CITY	
AUTHORIT	By:	Ch	
By: Name:	Name:	Shari C. Hyman	-
Title:	Title:	President / COO	

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM

By:____

Name:	Kevin Buckley
Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevn' in Buckley</u> Name: Kevin Buckley Vice President Title:

FIFTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

FIFTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July 26, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"). further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25. 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third <u>Amendment</u>"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22. 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), and further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eigth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment. the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment and the Fifty-Eighth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fifty-Hird Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment and the Fifty-Eighth Amendment) shall be deemed deleted and replaced with "August 31, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L CAREY BATTERY PARK CITY AUTHORITY By: By: Name: Shari C. Hvmah Title; President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kan Name: Kevin Buckley Title: Vice President

SIXTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of August 29, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agree ent of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eigth Amendment"); and further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment and the Fifty-Ninth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Sixteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Fifth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Sixth Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fifty-Third Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-First Amendment, the Fifty-Fifth Amendment, the Fifty-Fifth Amendment, the Fifty-Fifth Amendment, the Fifty-Second Amendment, the Fifty-Second Amendment, the Fifty-Sixth Amendment, the Fifty-Second Amendment, the

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: from Name: for Shai Jons - 091 timi Title: Chiel

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name: Kevin Buckley Title: Vice President **IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevin Buckley</u> Name: Kevin Buckley Title: Vice President

SIXTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of September 26, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment") and further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment and the Sixtieth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-First Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Sixth Amendment, the Fifty-Sixth Amendment, the Fifty-Ninth Amendment and the Sixtieth Amendment) shall be deemed deleted and replaced with "October 31, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

	CITY AUTHORITY RE Y B ATTERY PARK CITY
AUTHORITY By:	RCh
By:Name:	Shari C. Hyman
Title: Title:	President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:_____

Name:	Kevin Buckley
Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kein M. Buchley

Name: Kevin Buckley *Ø* Title: Vice President

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SIXTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of October 24, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment") and further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixtieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment and the Sixty-First Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Seventh Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Fifth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-First Amendment, the Fifty-Ninth Amendment, the Fifty-Seventh Amendment, the Fifty-Fifth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment and the Sixty-First Amendment) shall be deemed deleted and replaced with "November 30, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: By:_ Name: Shari C Hyman Title: Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Ken n. Buckles Name: Kevin Buckley Title: Vice President

NY 76359144v1

SIXTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of November 28, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28. 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment") and further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment and the Sixty-Second Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth

Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment and the Sixty-Second Amendment) shall be deemed deleted and replaced with "December 31, 2016."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kasi M. Buchley</u> Name: Kevin Buckley

Name: Kevin Buckle

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

		ITY AUTHORITY EY BATTERY PARK CITY
AUTHORI	TY By:	ACA
By: Name:	Name:	Shari C. Hyman
Title:	Title:	President / COO

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Name: Kevin Buckley Title: Vice President

NY 76359144v1

SIXTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of December 27, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"); further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment") and further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment and the Sixty-Third Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth

Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment and the Sixty-Third Amendment) shall be deemed deleted and replaced with "January 31, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

Kemi m. Buckley By: Name: Kevin Buckley Title: Vice President

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

H L. CAR	CITY AUTHORITY REY BATTERY PARK CITY
Ву:	KUL
Name:	Shari C. Hyman
Title:	President / COO
	BY:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

_	
Name:	Kevin Buckley
Title:	Vice President

SIXTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of January 23, 2016 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"). further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22. 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment") and further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment and the Sixty-Fourth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixty-Hamendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment and the Sixty-Fourth Amendment) shall be deemed deleted and replaced with "February 28, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY
d/b/a HUGH L. CAREY BATTERY PARK CITY
AUTHORITY
By: By:
Name: Title: Name: Shari C. Hyman
Title: President / COO
CONDOMINIUM BOARD OF MANAGERS OF
LIBERTY GREEN CONDOMINIUM

By:_____

Name: Kevin Buckley Title: Vice President

NY 76495269v1

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kevin Buckley Title: Vice President

NY 76495269v1

SIXTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of February 28, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25. 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment") and further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment and the Sixty-Fifth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment and the Sixty-Fifth Amendment) shall be deemed deleted and replaced with "March 31, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

By: By: Shari C. Hyman Title: President / COO CONDOMINIUM BOARD OF MANAGERS OF	AUTHORI		REY BATTERY PARK CITY
Title: President / COO	By:	Ву:	AUG
		Name:	Shari C. Hyman
CONDOMINIUM BOARD OF MANAGERS OF		Title:	President / COO
LIBERTY GREEN CONDOMINIUM			

Name:	Kevin Buckley
Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: <u>Kevni M. Buchley</u> Name: Kevin Buckley

Title: Vice President

SIXTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of March 27, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"), further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment") and further amended pursuant to that certain Sixty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2017 (the "Sixty-Sixth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment and the Sixty-Sixth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment and the Sixty-Sixth Amendment) shall be deemed deleted and replaced with "April 30, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes. 5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: <u>be</u> Name: _____ Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kein m. Buckle Name: Kevin Buckley

Title: Vice President

SIXTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of April 25, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"), further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment"), further amended pursuant to that certain Sixty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2017 (the "Sixty-Sixth Amendment") and further amended pursuant to that certain Sixty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2017 (the "Sixty-Seventh Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, Twenty-Ninth Amendment, the the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Amendment, the Thirty-Fourth Amendment, Thirty-Third the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the

Sixty-Sixth Amendment and the Sixty-Seventh Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Effective as of the date hereof, the date "November 30, 2011" set forth in clause (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment and the Sixty-Seventh Amendment) shall be deemed deleted and replaced with "May 31, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY
d/b/a HUGH L. CAREY BATTERY PARK CITY
AUTHORITY
By: By:
Name: Title: Name: Shari C. Hyman
Title: President / COO
CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM
By: Ken im Buchler

Name: Kevin Buckley Title: Vice President

SIXTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SIXTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of May 22, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"), further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment"), further amended pursuant to that certain Sixty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2017 (the "Sixty-Sixth Amendment"), further amended pursuant to that certain Sixty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2017 (the "Sixty-Seventh Amendment") and further amended pursuant to that certain Sixty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2017 (the "Sixty-Eighth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Thirty-Third Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the SixtyThird Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment and the Sixty-Eighth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1 (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment and the Sixty-Eighth Amendment) shall be deemed deleted and replaced with "June 30, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this

Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY By: By: Name: Shari C. Hyman Name: Title: Title: President / COO CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM By: Name: Kevin Buckley Title: Vice President

SEVENTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SEVENTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of June 26, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and

Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"), further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment"), further amended pursuant to that certain Sixty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2017 (the "Sixty-Sixth Amendment"), further amended pursuant to that certain Sixty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2017 (the "Sixty-Seventh Amendment"), further amended pursuant to that certain Sixty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2017 (the "Sixty-Eighth Amendment") and further amended pursuant to that certain Sixty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 22, 2017 (the "Sixty-Ninth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Thirty-Third Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh

Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment and the Sixty-Ninth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment and the Sixty-Ninth Amendment) shall be deemed deleted and replaced with "July 31, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY	PARK CIT	Y AUTHORITY	
d/b/a HUGH	L. CARE	Y BATTERY PARK CITY	
AUTHORIT	Υ Ву:	& CA	
By: Name:	Name:	Shari C. Hyman	
Title:	Title:	President / COO	

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name:	Kevin Buckley
Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

> BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Kewi Fr. Truchley Name: Kevin Buckley Title: Vice President

SEVENTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

SEVENTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of July 25, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that

certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"), further amended pursuant to that certain Thirty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended

pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"), further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment"), further amended pursuant to that certain Sixty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2017 (the "Sixty-Sixth Amendment"), further amended pursuant to that certain Sixty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2017 (the "Sixty-Seventh Amendment"), further amended pursuant to that certain Sixty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2017 (the "Sixty-Eighth Amendment"), further amended pursuant to that certain Sixty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 22, 2017 (the "Sixty-Ninth Amendment") and further amended pursuant to that certain Seventieth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2017 (the "Seventieth Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the

Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment, the Sixty-Sixth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment, the Sixty-Ninth Amendment and the Seventieth Amendment being hereinafter referred to as the "Lease"); and

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment, the Sixty-Ninth Amendment and the Seventieth Amendment) shall be deemed deleted and replaced with "August 31, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such

instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY	PARK CITY AUTHORITY	
d/b/a HUG	H L. CAREY BATTERY PARK CITY	
AUTHORI	TY	
E	Зу:	-
By:		
Name:	Name: Shari C Hyman	
Title:	Title: President / COO	

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By:

Name:	Kevin Buckley
Title:	Vice President

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By:_____

Name: Title:

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: Ken n. Bushy Name: Kevin Buckley

Title: Vice President

SEVENTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (Site 23)

(Site 23)

SEVENTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "<u>Amendment</u>") dated as of August 28, 2017 between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, having an office at One World Financial Center, New York, New York 10281, as landlord ("<u>Landlord</u>"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM, having an office at 300 North End Avenue, New York, New York 10282, as tenant ("<u>Tenant</u>").

WHEREAS:

- (a) Landlord, as landlord, and MP FREEDOM LLC, predecessor-in-interest to Tenant, as tenant, are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "<u>Original Lease</u>"), covering Site 23 at Battery Park City, New York, N.Y.;
- (b) The Original Lease was amended pursuant to that certain First Amendment to Amended and Restated Agreement of Lease dated as of July 12, 2011 (the "First Amendment"), further amended pursuant to that certain Second Amendment to Amended and Restated Agreement of Lease dated as of October 31, 2011 (the "Second Amendment"), further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"), further amended pursuant to that certain Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 28, 2011 (the "Fourth Amendment"), further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"), further amended pursuant to that certain Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2012 (the "Sixth Amendment"), further amended pursuant to that certain Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2012 (the "Seventh Amendment"), further amended pursuant to that certain Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 30, 2012 (the "Eighth Amendment"), further amended pursuant to that certain Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 31, 2012 (the "Ninth Amendment"), further amended pursuant to that certain Tenth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2012 (the "Tenth Amendment"), further amended pursuant to that certain Eleventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2012 (the "Eleventh Amendment"), further amended pursuant to that certain Twelfth Amendment to Amended and Restated Agreement of Lease dated as of August 30, 2012 (the "Twelfth Amendment"), further amended pursuant to that certain Thirteenth Amendment to Amended and Restated Agreement of Lease dated as of September 28, 2012 (the "Thirteenth Amendment"), further amended pursuant to that certain Fourteenth Amendment to Amended and Restated Agreement of Lease dated as of

October 29, 2012 (the "Fourteenth Amendment"), further amended pursuant to that certain Fifteenth Amendment to Amended and Restated Agreement of Lease dated as of November 29, 2012 (the "Fifteenth Amendment"), further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth Amendment"), further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth Amendment"), further amended pursuant to that certain Eighteenth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2013 (the "Eighteenth Amendment"), further amended pursuant to that certain Nineteenth Amendment to Amended and Restated Agreement of Lease dated as of March 28, 2013 (the "Nineteenth Amendment"), further amended pursuant to that certain Twentieth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2013 (the "Twentieth Amendment"), further amended pursuant to that certain Twenty-First Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2013 (the "Twenty-First Amendment"), further amended pursuant to that certain Twenty-Second Amendment to Amended and Restated Agreement of Lease dated as of June 24, 2013 (the "Twenty-Second Amendment"), further amended pursuant to that certain Twenty-Third Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2013 (the "Twenty-Third Amendment"), further amended pursuant to that certain Twenty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2013 (the "Twenty-Fourth Amendment"), further amended pursuant to that certain Twenty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of September 25, 2013 (the "Twenty-Fifth Amendment"), further amended pursuant to that certain Twenty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of October 29, 2013 (the "Twenty-Sixth Amendment"), further amended pursuant to that certain Twenty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of November 21, 2013 (the "Twenty-Seventh Amendment"), further amended pursuant to that certain Twenty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of December 26, 2013 (the "Twenty-Eighth Amendment"), further amended pursuant to that certain Twenty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of January 27, 2014 (the "Twenty-Ninth Amendment"), further amended pursuant to that certain Thirtieth Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2014 (the "Thirtieth Amendment"), further amended pursuant to that certain Thirty-First Amendment to Amended and Restated Agreement of Lease dated as of March 26, 2014 (the "Thirty-First Amendment"), further amended pursuant to that certain Thirty-Second Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2014 (the "Thirty-Second Amendment"), further amended pursuant to that certain Thirty-Third Amendment to Amended and Restated Agreement of Lease dated as of May 28, 2014 (the "Thirty-Third Amendment"), further amended pursuant to that certain Thirty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2014 (the "Thirty-Fourth Amendment"), further amended pursuant to that certain Thirty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of July 23, 2014 (the "Thirty-Fifth Amendment"),

further amended pursuant to that certain Thirty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of August 26, 2014 (the "Thirty-Sixth Amendment"), further amended pursuant to that certain Thirty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of September 29, 2014 (the "Thirty-Seventh Amendment"), further amended pursuant to that certain Thirty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of October 28, 2014 (the "Thirty-Eighth Amendment"), further amended pursuant to that certain Thirty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of November 26, 2014 (the "Thirty-Ninth Amendment"), further amended pursuant to that certain Fortieth Amendment to Amended and Restated Agreement of Lease dated as of December 29, 2014 (the "Fortieth Amendment"), further amended pursuant to that certain Forty-First Amendment to Amended and Restated Agreement of Lease dated as of January 22, 2015 (the "Forty-First Amendment"), further amended pursuant to that certain Forty-Second Amendment to Amended and Restated Agreement of Lease dated as of February 25, 2015 (the "Forty-Second Amendment"), further amended pursuant to that certain Forty-Third Amendment to Amended and Restated Agreement of Lease dated as of March 31, 2015 (the "Forty-Third Amendment"), further amended pursuant to that certain Forty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of April 29, 2015 (the "Forty-Fourth Amendment"), further amended pursuant to that certain Forty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of May 29, 2015 (the "Forty-Fifth Amendment"), further amended pursuant to that certain Forty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of June 29, 2015 (the "Forty-Sixth Amendment"), further amended pursuant to that certain Forty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of July 31, 2015 (the "Forty-Seventh Amendment"), further amended pursuant to that certain Forty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of August 31, 2015 (the "Forty-Eighth Amendment"), further amended pursuant to that certain Forty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of September 30, 2015 (the "Forty-Ninth Amendment"), further amended pursuant to that certain Fiftieth Amendment to Amended and Restated Agreement of Lease dated as of October 23, 2015 (the "Fiftieth Amendment"), further amended pursuant to that certain Fifty-First Amendment to Amended and Restated Agreement of Lease dated as of November 24, 2015 (the "Fifty-First Amendment"), further amended pursuant to that certain Fifty-Second Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2015 (the "Fifty-Second Amendment"), further amended pursuant to that certain Fifty-Third Amendment to Amended and Restated Agreement of Lease dated as of January 25, 2016 (the "Fifty-Third Amendment"), further amended pursuant to that certain Fifty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of February 22, 2016 (the "Fifty-Fourth Amendment"), further amended pursuant to that certain Fifty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of March 25, 2016 (the "Fifty-Fifth Amendment"), further amended pursuant to that certain Fifty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of April 26, 2016 (the "Fifty-Sixth Amendment"), further amended pursuant to that certain Fifty-Seventh Amendment to Amended and Restated Agreement of Lease

dated as of May 23, 2016 (the "Fifty-Seventh Amendment"), further amended pursuant to that certain Fifty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of June 27, 2016 (the "Fifty-Eighth Amendment"), further amended pursuant to that certain Fifty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of July 26, 2016 (the "Fifty-Ninth Amendment"), further amended pursuant to that certain Sixtieth Amendment to Amended and Restated Agreement of Lease dated as of August 29, 2016 (the "Sixtieth Amendment"), further amended pursuant to that certain Sixty-First Amendment to Amended and Restated Agreement of Lease dated as of September 26, 2016 (the "Sixty-First Amendment"), further amended pursuant to that certain Sixty-Second Amendment to Amended and Restated Agreement of Lease dated as of October 24, 2016 (the "Sixty-Second Amendment"), further amended pursuant to that certain Sixty-Third Amendment to Amended and Restated Agreement of Lease dated as of November 28, 2016 (the "Sixty-Third Amendment"), further amended pursuant to that certain Sixty-Fourth Amendment to Amended and Restated Agreement of Lease dated as of December 27, 2016 (the "Sixty-Fourth Amendment"), further amended pursuant to that certain Sixty-Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 23, 2017 (the "Sixty-Fifth Amendment"), further amended pursuant to that certain Sixty-Sixth Amendment to Amended and Restated Agreement of Lease dated as of February 28, 2017 (the "Sixty-Sixth Amendment"), further amended pursuant to that certain Sixty-Seventh Amendment to Amended and Restated Agreement of Lease dated as of March 27, 2017 (the "Sixty-Seventh Amendment"), further amended pursuant to that certain Sixty-Eighth Amendment to Amended and Restated Agreement of Lease dated as of April 25, 2017 (the "Sixty-Eighth Amendment"), further amended pursuant to that certain Sixty-Ninth Amendment to Amended and Restated Agreement of Lease dated as of May 22, 2017 (the "Sixty-Ninth Amendment"), further amended pursuant to that certain Seventieth Amendment to Amended and Restated Agreement of Lease dated as of June 26, 2017 (the "Seventieth Amendment"), and further amended pursuant to that certain Seventy-First Amendment to Amended and Restated Agreement of Lease dated as of July 25, 2017 (the "Seventy-First Amendment"); with the Original Lease as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third

Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the

(c) Landlord and Tenant wish to further modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Effective as of the date hereof, the date "November 30, 2011" set forth in clause 1. (iii) of the first sentence of Section 10 of the First Amendment (as the same has been modified by the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, the Eighteenth Amendment, the Nineteenth Amendment, the Twentieth Amendment, the Twenty-First Amendment, the Twenty-Second Amendment, the Twenty-Third Amendment, the Twenty-Fourth Amendment, the Twenty-Fifth Amendment, the Twenty-Sixth Amendment, the Twenty-Seventh Amendment, the Twenty-Eighth Amendment, the Twenty-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third Amendment, the Thirty-Fourth Amendment, the Thirty-Fifth Amendment, the Thirty-Sixth Amendment, the Thirty-Seventh Amendment, the Thirty-Eighth Amendment, the Thirty-Ninth Amendment, the Fortieth Amendment, the Forty-First Amendment, the Forty-Second Amendment, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment, the Forty-Sixth Amendment, the Forty-Seventh Amendment, the Forty-Eighth Amendment, the Forty-Ninth Amendment, the Fiftieth Amendment, the Fifty-First Amendment, the Fifty-Second Amendment, the Fifty-Third Amendment, the Fifty-Fourth Amendment, the Fifty-Fifth Amendment, the Fifty-Sixth Amendment, the Fifty-Seventh Amendment, the Fifty-Eighth Amendment, the Fifty-Ninth Amendment, the Sixtieth Amendment, the Sixty-First Amendment, the Sixty-Second Amendment, the Sixty-Third Amendment, the Sixty-Fourth Amendment, the Sixty-Fifth Amendment, the Sixty-Sixth Amendment, the Sixty-Seventh Amendment, the Sixty-Eighth Amendment, the Sixty-Ninth Amendment, the Seventieth Amendment and the Seventy-First Amendment) shall be deemed deleted and replaced with "September 30, 2017."

2. Except as hereinabove amended, all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. To the extent any provision of the Lease shall conflict with this Amendment, the terms of this Amendment shall control.

3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Amendment as to the parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

5. This Amendment shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

CONDOMINIUM BOARD OF MANAGERS OF LIBERTY GREEN CONDOMINIUM

By: 1 En Kerry Name: Kevin Buckley

Title: Vice President