

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") dated as of July 12, 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 ("Landlord"), and MP LIBERTY LLC, having an office at 335 Madison Avenue, New York, New York 10017, as tenant ("Tenant").

WHEREAS:

- (a) Landlord and Tenant are parties to that certain Amended and Restated Agreement of Lease dated November 15, 2007 (the "Lease"), covering Site 24 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 Exhibit G 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 Exhibit K attached hereto."
- 3. The following shall be added as a new Section 12.05 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. "Exhibit A" attached to the Lease shall be deleted in its entirety and replaced with the replacement Exhibit A attached hereto.
- 5. "Exhibit I" attached to the Lease shall be deleted in its entirety and replaced with the replacement Exhibit I attached hereto.

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

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

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

9. Landlord acknowledges receipt of (i) advice from Tenant to the effect that the Site 24 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 24 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 280 residential apartments and two non-residential units (the "Revised Declaration"). 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 24 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 "Community Space Unit"), (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 ("NEAC"), 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 Exhibit G 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]

**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:

**GAYLE M. HORWITZ**  
**PRESIDENT & CEO**

MP LIBERTY LLC

By: \_\_\_\_\_

Name:

Title:

**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:

MP LIBERTY LLC

By: \_\_\_\_\_  
Name: Howard P. Milstein  
Title: Authorized Signatory

EXHIBIT A

Description of Land

SITE 24  
BLOCK 16, LOT 235  
CONFIGURATION BELOW ELEVATION 2.25' (MBD)  
BATTERY PARK CITY  
NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lot 235 below elevation 2.25' (Manhattan Borough Datum)

Beginning at a point on the northerly line of Murray Street, width varies, said point being distant South 59°26'46" East 20.00 feet from the intersection of said northerly line of Murray Street and the easterly line of North End Avenue, width varies; running thence

- 1) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 260.00 feet to the southerly line of Lot 230; thence
- 2) Along said southerly line of Lot 230, South 59°26'46" East, a distance of 84.98 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 179.83 feet, a radius of 455.92 feet and a central angle of 22°35'58" and being subtended by a chord which bears South 13°39'53" West 178.67 feet to a point; thence
- 4) South 02°21'54" West, a distance of 99.19 feet to said northerly line of Murray Street; thence
- 5) Along said northerly line of Murray Street, North 78°51'52" West, a distance of 4.85 feet to a point; thence
- 6) Still along said northerly line of Murray Street, North 59°26'46" West, a distance of 179.17 feet to the Point of Beginning.

Encompassing an area of 32,218 square feet or 0.740 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 24  
BLOCK 16, LOT 235  
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 235 at or above elevation 2.25' and at or below elevation 28.21' (At Grade) (Manhattan Borough Datum)

Beginning at a point on the northerly line of Murray Street, width varies, said point being distant South 59°26'46" East 20.00 feet from the intersection of said northerly line of Murray Street and the easterly line of North End Avenue, width varies; running thence

- 1) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 260.00 feet to the southerly line of Lot 230; thence
- 2) Along said southerly line of Lot 230, South 59°26'46" East, a distance of 68.56 feet to a point; thence
- 3) South 30°33'14" West, a distance of 11.71 feet to a point; thence
- 4) South 80°26'06" East, a distance of 9.66 feet to a point; thence
- 5) South 09°35'30" West, a distance of 0.33 feet to a point; thence
- 6) South 80°25'30" East, a distance of 5.48 feet to a point; thence
- 7) South 24°10'54" West, a distance of 0.16 feet to a point; thence
- 8) South 65°49'47" East, a distance of 2.83 feet to a point; thence
- 9) Southerly along a curve to the left, having an arc distance of 173.35 feet, a radius of 455.92 feet and a central angle of 21°47'07" and being subtended by a chord which bears South 13°15'27" West 172.31 feet to a point; thence
- 10) South 02°21'54" West, a distance of 99.19 feet to said northerly line of Murray Street; thence
- 11) Along said northerly line of Murray Street, North 78°51'52" West, a distance of 4.85 feet to a point; thence
- 12) Still along said northerly line of Murray Street, North 59°26'46" West, a distance of 179.17 feet to the Point of Beginning.

Encompassing an area of 32,072 square feet or 0.736 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 24  
BLOCK 16, LOT 235  
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, Lot 235 above elevation 28.21' and at or below elevation 39.87' (Manhattan Borough Datum)

Beginning at a point on the northerly line of Murray Street, width varies, said point being distant South 59°26'46" East 20.00 feet from the intersection of said northerly line of Murray Street and the easterly line of North End Avenue, width varies; running thence

- 1) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 260.00 feet to the southerly line of Lot 230; thence
- 2) Along said southerly line of Lot 230, South 59°26'46" East, a distance of 84.98 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 179.83 feet, a radius of 455.92 feet and a central angle of 22°35'58" and being subtended by a chord which bears South 13°39'53" West 178.67 feet to a point; thence
- 4) South 02°21'54" West, a distance of 99.19 feet to said northerly line of Murray Street; thence
- 5) Along said northerly line of Murray Street, North 78°51'52" West, a distance of 4.85 feet to a point; thence
- 6) Still along said northerly line of Murray Street, North 59°26'46" West, a distance of 179.17 feet to the Point of Beginning.

Encompassing an area of 32,218 square feet or 0.740 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 24  
BLOCK 16, LOT 235  
CONFIGURATION ABOVE ELEVATION 39.87' (MBD)  
BATTERY PARK CITY  
NEW YORK COUNTY, NEW YORK

All of the lands within Block 16, Lot 235 above elevation 39.87' (Manhattan Borough Datum)

Beginning at a point on the northerly line of Murray Street, width varies, said point being distant South 59°26'46" East 20.00 feet from the intersection of said northerly line of Murray Street and the easterly line of North End Avenue, width varies; running thence

- 1) Along said easterly line of North End Avenue, North 30°33'14" East, a distance of 228.00 feet to the southerly line of Lot 230; thence
- 2) Along said southerly line of Lot 230, South 59°26'46" East, a distance of 89.26 feet to a point; thence
- 3) Southerly along a curve to the left, having an arc distance of 147.54 feet, a radius of 455.92 feet and a central angle of 18°32'29" and being subtended by a chord which bears South 11°38'08" West 146.90 feet to a point; thence
- 4) South 02°21'54" West, a distance of 99.19 feet to said northerly line of Murray Street; thence
- 5) Along said northerly line of Murray Street, North 78°51'52" West, a distance of 4.85 feet to a point; thence
- 6) Still along said northerly line of Murray Street, North 59°26'46" West, a distance of 179.17 feet to the Point of Beginning.

Encompassing an area of 29,436 square feet or 0.676 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 24  
VAULT EASEMENT "I"  
BATTERY PARK CITY  
NEW YORK COUNTY, NEW YORK

Beginning at the intersection of the northerly line of Murray Street, width varies, and the easterly line of North End Avenue, width varies; thence

- 1) Along said easterly line of North End Avenue, North  $30^{\circ}33'14''$  East a distance of 49.01 feet to a point; thence
- 2) Still along said easterly line of North End Avenue on a curve to the left, having an arc distance of 54.26 feet, a radius of 70.00 feet and a central angle of  $44^{\circ}24'45''$  and being subtended by a chord which bears North  $52^{\circ}45'37''$  East 52.91 feet to a point; thence
- 3) South  $30^{\circ}33'14''$  West, a distance of 98.00 feet to said northerly line of Murray Street; thence
- 4) Along said northerly line of Murray Street, North  $59^{\circ}26'46''$  West a distance of 20.00 feet to the Point of Beginning.

Encompassing an area of 1,285 square feet or 0.030 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.

SITE 24  
VAULT EASEMENT "5"  
BATTERY PARK CITY  
NEW YORK COUNTY, NEW YORK

Commencing at the intersection of the northerly line of Murray Street, width varies, and the easterly line of North End Avenue, width varies, thence traveling the following three (3) courses and distances to the Point of Beginning;

- a. Along said northerly line of Murray Street, South  $59^{\circ}26'46''$  East, a distance of 199.17 feet to a point; thence
- b. Still along said northerly line of Murray Street, South  $78^{\circ}51'52''$  East, a distance of 4.85 feet to the Point of Beginning; thence
  - 1) North  $02^{\circ}21'54''$  East, a distance of 99.19 feet to a point; thence
  - 2) Northerly along a curve to the right, having an arc distance of 179.83 feet, a radius of 455.92 feet and a central angle of  $22^{\circ}35'58''$  and being subtended by a chord which bears North  $13^{\circ}39'53''$  East 178.67 feet to a point; thence
  - 3) South  $59^{\circ}27'00''$  East, a distance of 8.96 feet to a point; thence
  - 4) Southerly along a curve to the left, having an arc distance of 175.44 feet, a radius of 447.00 feet and a central angle of  $22^{\circ}29'14''$  and being subtended by a chord which bears South  $13^{\circ}36'31''$  West 174.31 feet to a point; thence
  - 5) South  $02^{\circ}21'54''$  West, a distance of 100.57 feet to a point; thence
  - 6) North  $78^{\circ}51'52''$  West, a distance of 9.03 feet to the Point of Beginning.

Encompassing an area of 2,476 square feet or 0.057 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 September 10, 2009, Drawing No. EA.04.

EXHIBIT J

Licensed Subsurface Vault

SITE 24  
VAULT EASEMENT "2"  
BATTERY PARK CITY  
NEW YORK COUNTY, NEW YORK

Commencing at the intersection of the northerly line of Murray Street, width varies, and the easterly line of North End Avenue, width varies, thence traveling the following two (2) courses and distances to the Point of Beginning;

- a. Along said northerly line of Murray Street, South  $59^{\circ}26'46''$  East, a distance of 20.00 feet to a point; thence
- b. North  $30^{\circ}33'14''$  East, a distance of 98.00 feet to the Point of Beginning; thence
  - 1) Along said easterly line of North End Avenue on a curve to the right, having an arc distance of 33.79 feet, a radius of 70.00 feet and a central angle of  $27^{\circ}39'20''$  and being subtended by a chord which bears South  $44^{\circ}22'54''$  West 33.46 feet to a point; thence
  - 2) Through the right-of-way of North End Avenue, North  $30^{\circ}33'14''$  East, a distance of 194.50 feet to a point; thence
  - 3) Still through said right-of-way of North End Avenue, South  $59^{\circ}26'46''$  East, a distance of 8.00 feet to said easterly line of North End Avenue; thence
  - 4) Along said easterly line of North End Avenue South  $30^{\circ}33'14''$  West, a distance of 162.00 feet to the Point of Beginning.

Encompassing an area of 1,471 square feet or 0.034 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 K

Terrace Portion of the Community Center

SITE 24  
VAULT EASEMENT "2"  
BATTERY PARK CITY  
NEW YORK COUNTY, NEW YORK

Commencing at the intersection of the northerly line of Murray Street, width varies, and the easterly line of North End Avenue, width varies, thence traveling the following two (2) courses and distances to the Point of Beginning;

- a. Along said northerly line of Murray Street, South  $59^{\circ}26'46''$  East, a distance of 20.00 feet to a point; thence
- b. North  $30^{\circ}33'14''$  East, a distance of 98.00 feet to the Point of Beginning; thence
  - 1) Along said easterly line of North End Avenue on a curve to the right, having an arc distance of 33.79 feet, a radius of 70.00 feet and a central angle of  $27^{\circ}39'20''$  and being subtended by a chord which bears South  $44^{\circ}22'54''$  West 33.46 feet to a point; thence
  - 2) Through the right-of-way of North End Avenue, North  $30^{\circ}33'14''$  East, a distance of 194.50 feet to a point; thence
  - 3) Still through said right-of-way of North End Avenue, South  $59^{\circ}26'46''$  East, a distance of 8.00 feet to said easterly line of North End Avenue; thence
  - 4) Along said easterly line of North End Avenue South  $30^{\circ}33'14''$  West, a distance of 162.00 feet to the Point of Beginning.

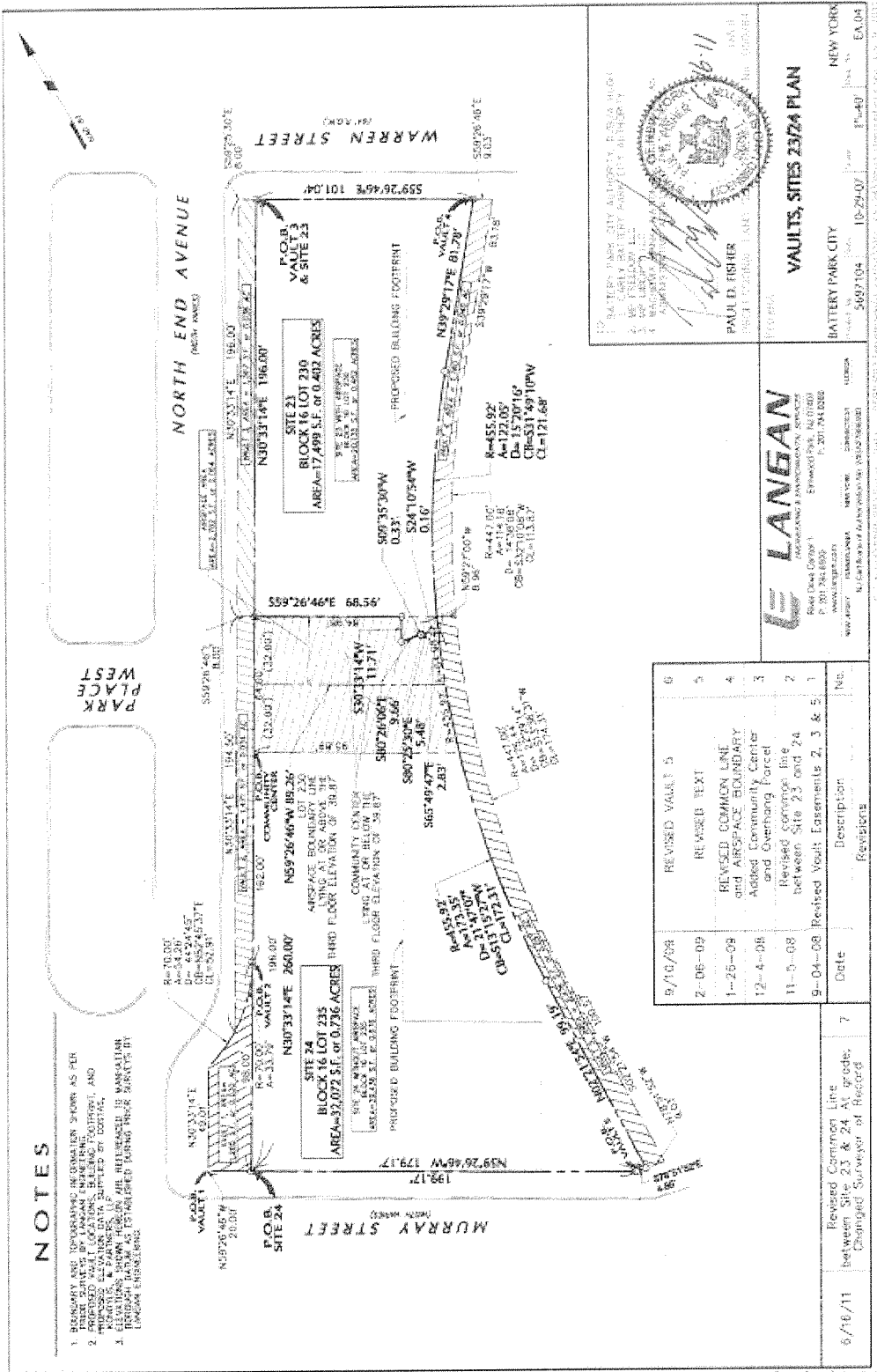
Encompassing an area of 1,471 square feet or 0.034 acres.

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.

ATTACHMENT 1

Vaults, Sites 23/24

(see attached)



**SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") dated as of October ~~31~~, 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"; 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]

**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 LUXE CONDOMINIUM

By: \_\_\_\_\_

Name: Andrew Berkman

Title: 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 LUXE CONDOMINIUM

By: Andrew Berkman  
Name: Andrew Berkman  
Title: President

**THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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") 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.

**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: Gayle M. Horwitz  
Title: President

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: \_\_\_\_\_

Name: Andrew Berkman  
Title: 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 LUXE CONDOMINIUM

By: Andrew Berkman  
Name: Andrew Berkman  
Title: President

**FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), and further amended pursuant to that certain Third Amendment to Amended and Restated Agreement of Lease dated as of November 30, 2011 (the "Third Amendment"; with the Original Lease as modified by the First Amendment, the Second Amendment and the 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 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.

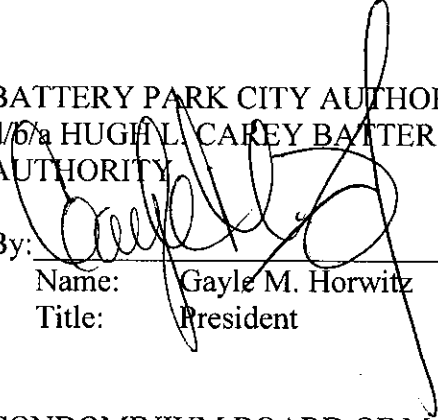
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified 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/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: Gayle M. Horwitz  
Title: President

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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:

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 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.

**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 LUXE CONDOMINIUM

By: 

Name: Kevin Buckley

Title: Vice President

**SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), and further amended pursuant to that certain Fifth Amendment to Amended and Restated Agreement of Lease dated as of January 30, 2012 (the "Fifth Amendment"; 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

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.

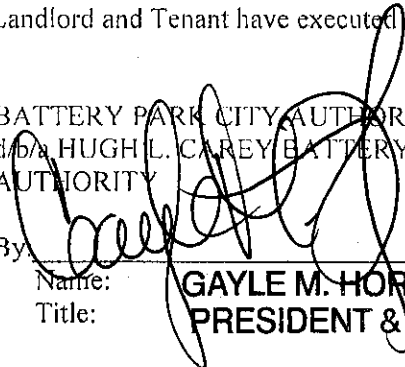
4. This document may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one document.

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

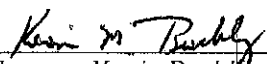
A handwritten signature in black ink, appearing to be 'gml', located in the bottom right corner of the page.

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: **GAYLE M. HORWITZ**  
Title: **PRESIDENT & CEO**

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President



**SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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. 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".

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/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By: 

Name:

Title:

**GAYLE M. HORWITZ**  
**PRESIDENT & CEO**

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: 

Name:

Title:

Kevin Buckley

Vice President



**EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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.

**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:

**GAYLE M. HORWITZ**

Title:

**PRESIDENT & CEO**

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 Eighth 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.

**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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**TENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

TENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 Eighth 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/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: **GAYLE M. HORWITZ**  
Title: **PRESIDENT & CEO**

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**ELEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF  
LEASE  
(Site 24)**

ELEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 Eighth 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.

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:

**GAYLE M. HORWITZ**  
**PRESIDENT & CEO**

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**TWELFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF  
LEASE  
(Site 24)**

TWELFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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.

**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 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 LUXE CONDOMINIUM

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

**THIRTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF  
LEASE  
(Site 24)**

THIRTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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.

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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**FOURTEENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**

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(Site 24)

FOURTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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"); 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

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(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.

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

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

By: Carl D. Jaffe  
Name: CARL D. JAFFE  
Title: Sr. Development Counsel

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTEENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FIFTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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"); 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"); 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.

**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 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 LUXE CONDOMINIUM

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

**SIXTEENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**

(Site 24)

SIXTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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"); 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"); 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 "Fifteenth 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 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 Eighth 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.

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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**SEVENTEENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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"); 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"); 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"); and further amended pursuant to that certain Sixteenth Amendment to Amended and Restated Agreement of Lease dated as of December 21, 2012 (the "Sixteenth 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 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:

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 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.

**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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**EIGHTEENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

EIGHTEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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"); 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"); 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"); and further amended pursuant to that certain Seventeenth Amendment to Amended and Restated Agreement of Lease dated as of January 29, 2013 (the "Seventeenth 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 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 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 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.

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: DAB  
Name: Demetrios Bantis  
Title: President + COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**NINETEENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

NINETEENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

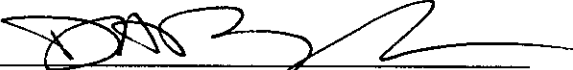
4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable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

**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: Demetrios A. Bontis  
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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**TWENTIETH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

TWENTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 Twentieth 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 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) 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.

**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

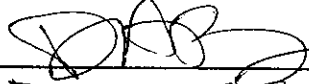
By: \_\_\_\_\_  
Name:  
Title:

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM


By: Kevin M. 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 CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: Demetrios A. Bontis  
Title: President/COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**TWENTY-FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

TWENTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.



**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 LUXE CONDOMINIUM

By: Kevin M 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 CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By: \_\_\_\_\_

Name:

Title:

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: \_\_\_\_\_

Name: Kevin Buckley

Title: Vice President

**TWENTY-SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

TWENTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

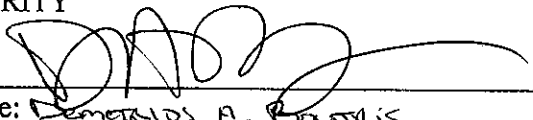
4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable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

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

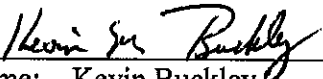
BATTERY PARK CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By: \_\_\_\_\_

  
Name: Demetrios A. Bantlis  
Title: President/LOO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: \_\_\_\_\_

  
Name: Kevin Buckley  
Title: Vice President

**TWENTY-THIRD AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

TWENTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.


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:

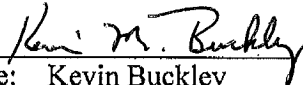
  
Demetrios A. Boutris  
President/COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: \_\_\_\_\_

Name:

Title:

  
Kevin Buckley  
Vice President

**TWENTY-FOURTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

TWENTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

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

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**TWENTY-FIFTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

TWENTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

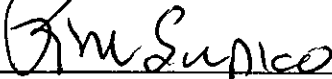
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

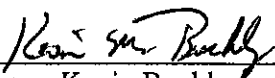
5. This Amendment shall be construed in accordance with the laws of the State of New York.

**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: Robert Serpico  
Title: CO, Interim President

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**TWENTY-SIXTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

TWENTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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-Fifth 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 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) 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.

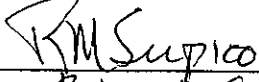
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

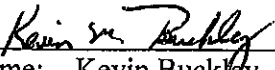
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: Robert M. Serpico  
Title: CFO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**TWENTY-SEVENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

TWENTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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.

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: Robert M. Scipio  
Name: Robert M. Scipio  
Title: CFO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**TWENTY-EIGHTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

TWENTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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.

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: RM Supico  
Name: Robert M. Supico  
Title: CFO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**TWENTY-NINTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

TWENTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

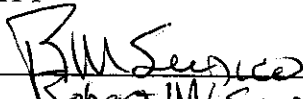
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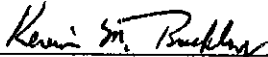
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: Robert M. Seopice  
Title: CEO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**THIRTIETH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

THIRTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

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 LUXE CONDOMINIUM

By: \_\_\_\_\_

Name: Kevin Buckley

Title: Vice President

**THIRTY-FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

THIRTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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 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) 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.

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: Shari Hyman

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**THIRTY-SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

THIRTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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 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) 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.

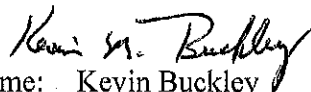
5. This Amendment shall be construed in accordance with the laws of the State of New York.

**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: Sharon C. Hyman  
Title: President/COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President



**THIRTY-THIRD AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

THIRTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

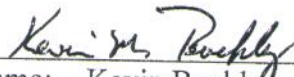
5. This Amendment shall be construed in accordance with the laws of the State of New York.

**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: \_\_\_\_\_ Name: Shari C. Hyman  
Title: \_\_\_\_\_ Title: President / CEO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckler  
Title: Vice President



**THIRTY-FOURTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

THIRTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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-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 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 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.

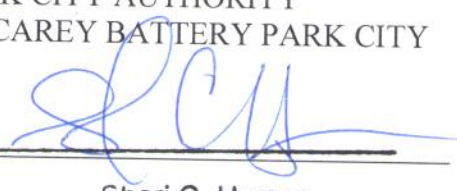
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

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: \_\_\_\_\_ 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**THIRTY-FIFTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

THIRTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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-Ninth Amendment, the Thirtieth Amendment, the Thirty-First Amendment, the Thirty-Second Amendment, the Thirty-Third 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 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 and the Thirty-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.

**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: \_\_\_\_\_  
Name: Shari C. Hyman  
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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**THIRTY-SIXTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

THIRTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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 and the Thirty-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 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.

**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: Name: Shari C. Hyman  
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 LUXE CONDOMINIUM

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

**THIRTY-SEVENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

THIRTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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-Fifth 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.

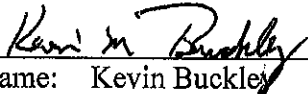
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Name: Shari C. Hyman

~~Title: \_\_\_\_\_~~ President / COO  
CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**THIRTY-EIGHTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

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WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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

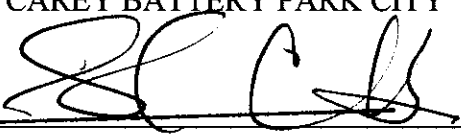
instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

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 (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: \_\_\_\_\_ Name: Shari C. Hyman  
Title: \_\_\_\_\_ Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: \_\_\_\_\_  
Name: Kevin Buckley  
Title: Vice President

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By: \_\_\_\_\_  
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LIBERTY LUXE CONDOMINIUM

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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"), 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

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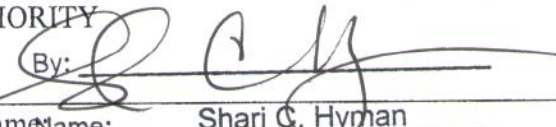
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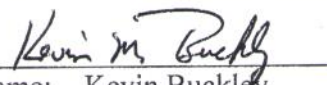
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d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: Shari C. Hyman  
Title: President / COO

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LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President



**FORTIETH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), and 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"); 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:

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 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.

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

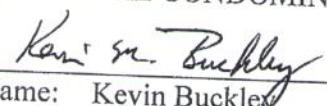
BATTERY PARK CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: \_\_\_\_\_

Title: Name: Shari C. Hyman

Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley

Title: Vice President

**FORTY-FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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.

**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 LUXE CONDOMINIUM

By: Kevin M. 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 CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By: 

Name:

Title:

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: \_\_\_\_\_

Name: Kevin Buckley

Title: Vice President



**FORTY-SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

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

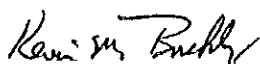
BATTERY PARK CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By: 

Name: Name: Shari C. Hyman

Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By: 

Name: Kevin Buckley

Title: Vice President

**FORTY-THIRD AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

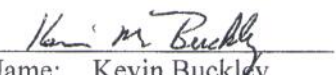
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: Shari C. Hyman  
Title: President / COO

~~CONDOMINIUM BOARD OF MANAGERS OF~~  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**FORTY-FOURTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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 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.

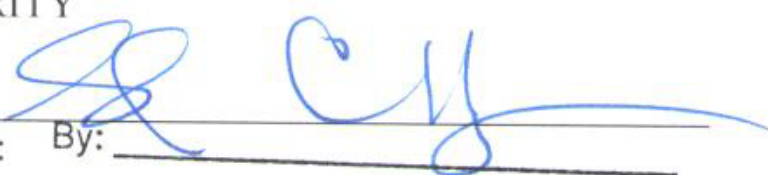
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

**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: By: \_\_\_\_\_  
Title: Name: Shari C. Hyman

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**FORTY-FIFTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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, the Forty-Third Amendment and the 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-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 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.

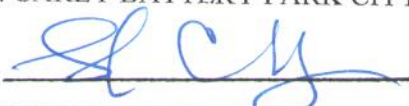
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

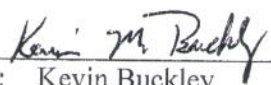
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President



**FORTY-SIXTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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, the Forty-Third Amendment, the Forty-Fourth Amendment and the 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-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 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.

**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: Shari C. Hyman  
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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FORTY-SEVENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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, the Forty-Third Amendment, the Forty-Fourth Amendment, the Forty-Fifth Amendment and the 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 the 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 LUXE CONDOMINIUM

By: Kevin M 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 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 LUXE CONDOMINIUM

By: \_\_\_\_\_  
Name: Kevin Buckley  
Title: Vice President

**FORTY-EIGHTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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, the 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:

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 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.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Name: 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 LUXE CONDOMINIUM

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

**FORTY-NINTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FORTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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, the 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.

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

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: Shari C. Hyman Title: Shari C.

Title: \_\_\_\_\_ Title: President

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTIETH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIFTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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:

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, 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.

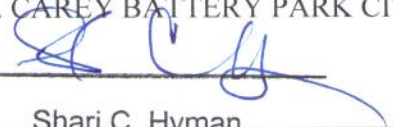
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

By:   
By: Name: Shari C. Hyman  
Name: \_\_\_\_\_  
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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTY FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FIFTY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"); 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.

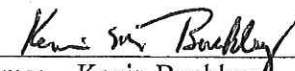


IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date first above written.

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

By:   
Name: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**FIFTY-SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FIFTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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 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 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.

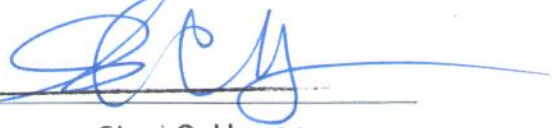
4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable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

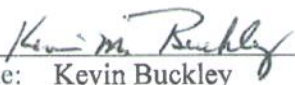
5. This Amendment shall be construed in accordance with the laws of the State of New York.

**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:  By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: Shari C. Hyman  
Title: \_\_\_\_\_ Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:  By: \_\_\_\_\_  
Name: Kevin Buckley  
Title: Vice President



**FIFTY-THIRD AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIFTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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 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), 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.

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 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 LUXE CONDOMINIUM

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



**FIFTY-FOURTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIFTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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



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, 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:

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, 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.

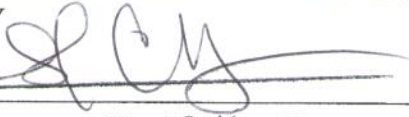
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

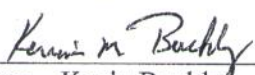
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**FIFTY-FIFTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FIFTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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") 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-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 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.


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.

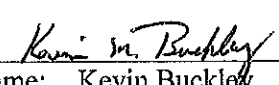
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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: Name: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckle  
Title: Vice President

**FIFTY-SIXTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FIFTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.



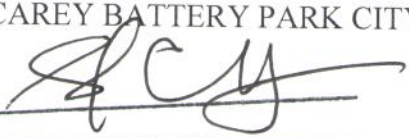
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

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

By:   
Name: Shari C. Hyman  
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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTY-SEVENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIFTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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 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 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 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) 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.

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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTY-EIGHTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

FIFTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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:

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 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.

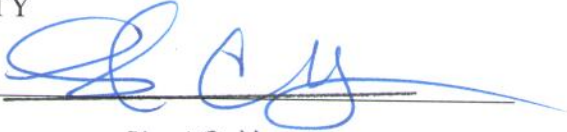
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified 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 CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: \_\_\_\_\_  
Title: Name: Shari C. Hyman  
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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**FIFTY-NINTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

FIFTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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”), 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-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, 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:

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 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.

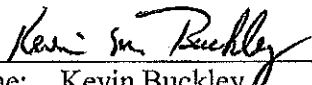
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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:   
Name: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**SIXTIETH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SIXTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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"), 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 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) shall be deemed deleted and replaced with "September 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:   
Name: Benjamin Jones for Sharon Hines  
Title: Chief Admin officer

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:

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CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

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



**SIXTY-FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SIXTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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) 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.

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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**SIXTY-SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SIXTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 "Sixty-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 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 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) 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.

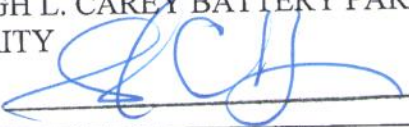
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

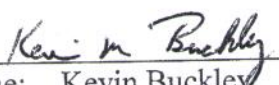
5. This Amendment shall be construed in accordance with the laws of the State of New York.

**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:   
Name: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President



**SIXTY-THIRD AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SIXTY-THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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.

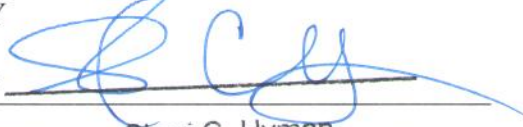
4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable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

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



**SIXTY-FOURTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SIXTY-FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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.

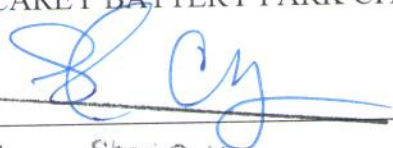
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

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

**SIXTY-FIFTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SIXTY-FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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:



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 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:   
Name: Sharon C. Hyman  
Title: President

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**SIXTY-SIXTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SIXTY-SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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") 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:

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 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.

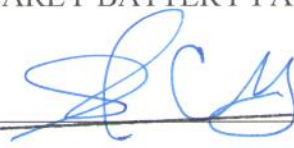
3. All references in the Lease to this "Lease" shall be deemed to mean the Lease as amended by this Amendment. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified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

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 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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President



**SIXTY-SEVENTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SIXTY-SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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:

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 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.

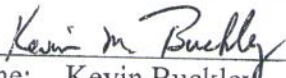


**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment on the date first above written.

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

By:   
Name:  
Title:

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President

**SIXTY-EIGHTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SIXTY-EIGHTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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, 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 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.

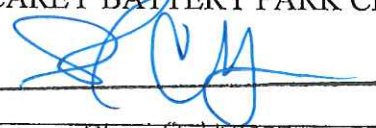
4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this Amendment by facsimile or Portable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

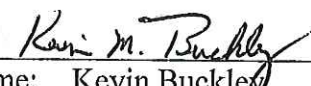
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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:   
Name: Name: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckler  
Title: Vice President

**SIXTY-NINTH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SIXTY-NINTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

**WHEREAS:**

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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 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, 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.

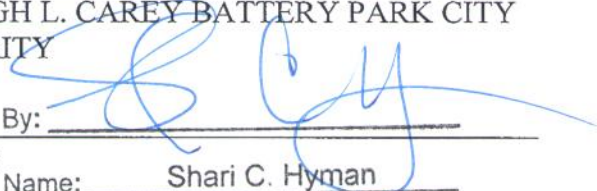
4. This Amendment may be executed in one or more counterparts by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single Amendment, (ii) the exchange of executed copies of this

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.

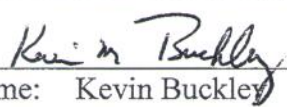
5. This Amendment shall be construed in accordance with the laws of the State of New York.

**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:   
Name: \_\_\_\_\_  
Title: Name: Shari C. Hyman  
Title: President / COO

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President



**SEVENTIETH AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE**  
(Site 24)

SEVENTIETH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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 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, the Sixty-Seventh Amendment and 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 CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Name: Shari C. Hyman

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 LUXE CONDOMINIUM

By: Kevin M. Buckley  
Name: Kevin Buckley  
Title: Vice President

**SEVENTY-FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SEVENTY-FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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 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, the Sixty-Seventh Amendment and 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

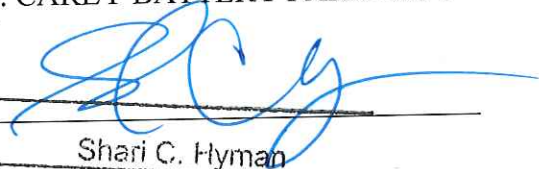
instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this Amendment.

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 HUGH L. CAREY BATTERY PARK CITY  
AUTHORITY

By:   
Name: Shari C. Hyman  
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 LUXE CONDOMINIUM

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

**SEVENTY-SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LEASE  
(Site 24)**

SEVENTY-SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") 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 ("Landlord"), and CONDOMINIUM BOARD OF MANAGERS OF LIBERTY LUXE CONDOMINIUM, having an office at 200 North End Avenue, New York, New York 10282, as tenant ("Tenant").

WHEREAS:

- (a) Landlord, as landlord, and MP LIBERTY 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 24 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 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 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, the Sixty-Seventh Amendment and 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.

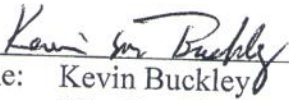
5. This Amendment shall be construed in accordance with the laws of the State of New York.

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

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

By:   
Name: Bryan Jones  
Title: CAD

CONDOMINIUM BOARD OF MANAGERS OF  
LIBERTY LUXE CONDOMINIUM

By:   
Name: Kevin Buckley  
Title: Vice President