

THIS LEASE AMENDMENT (this "Amendment") made as of the 21st day of ~~September~~ 2011, between BATTERY PARK CITY AUTHORITY (d.b.a. Hugh L. Carey Battery Park City Authority) ("Landlord"), a body corporate and politic constituting a public benefit corporation of the State of New York, having an office at One World Financial Center, New York, New York 10281 and THE BOARD OF MANAGERS OF THE HUDSON TOWER CONDOMINIUM, a qualified leasehold condominium established by a Declaration of Condominium pursuant to the laws of the State of New York (the "Declaration"), as Attorney-in-Fact for all Unit Owners (as such term is defined in the Declaration) of The Hudson Tower Condominium, pursuant to powers of attorney duly executed by such Unit Owners (the Board of Managers, on behalf of all such Unit Owners being hereinafter called "Tenant"), having an office at 50 Battery Place New York, New York 10280.

WITNESSETH:

WHEREAS, Landlord and Hudson Tower Associates ("Associates") were parties to an Agreement of Lease dated as of August 23, 1984 (as amended from time to time thereafter, the "Lease") covering the premises more particularly described therein (the "Premises"); and

WHEREAS, in accordance with the Declaration, Associates established The Hudson Tower Condominium, a qualified leasehold condominium, submitted its leasehold estate in the Premises to condominium ownership and, pursuant to unit assignment agreements, assigned all of its rights, title and interest in the Units to Unit Owners (as such terms are defined in the Declaration); and

WHEREAS, Tenant has requested certain amendments to the Lease, hereinafter more particularly described; and

WHEREAS, Landlord is willing to so amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree that the Lease is amended in the following respects:

1. In Section 3.01(a)(i), the words "First Appraisal Date" shall be amended to read "twenty-fifth anniversary of the date on which a temporary certificate of occupancy shall be issued for any portion of the Buildings".

2. Sections 3.01(a)(ii) is renumbered as Section 3.01(a)(iii) and a new Section 3.01 (a)(ii) is substituted therefor, as follows:

"For the Lease Year commencing on the first day of the month next succeeding the twenty-fifth anniversary of the date on which a temporary certificate of occupancy shall be issued for any portion of the Buildings and continuing for a period of thirty (30) Lease Years, the following annual amounts:

| <u>Lease Year</u> | <u>Base Rent</u> |
|------------------------------------|------------------|
| Lease Year Commencing June 1, 2011 | \$ 638,000 |
| Lease Year Commencing June 1, 2012 | 648,000 |
| Lease Year Commencing June 1, 2013 | 658,000 |
| Lease Year Commencing June 1, 2014 | 668,000 |
| Lease Year Commencing June 1, 2015 | 678,000 |
| Lease Year Commencing June 1, 2016 | 688,000 |
| Lease Year Commencing June 1, 2017 | 698,000 |
| Lease Year Commencing June 1, 2018 | 709,000 |
| Lease Year Commencing June 1, 2019 | 719,000 |
| Lease Year Commencing June 1, 2020 | 730,000 |
| Lease Year Commencing June 1, 2021 | 741,000 |
| Lease Year Commencing June 1, 2022 | 752,000 |
| Lease Year Commencing June 1, 2023 | 763,000 |
| Lease Year Commencing June 1, 2024 | 775,000 |
| Lease Year Commencing June 1, 2025 | 786,000 |
| Lease Year Commencing June 1, 2026 | 952,000 |
| Lease Year Commencing June 1, 2027 | 975,000 |
| Lease Year Commencing June 1, 2028 | 1,000,000 |
| Lease Year Commencing June 1, 2029 | 1,025,000 |
| Lease Year Commencing June 1, 2030 | 1,050,000 |
| Lease Year Commencing June 1, 2031 | 1,077,000 |
| Lease Year Commencing June 1, 2032 | 1,103,000 |
| Lease Year Commencing June 1, 2033 | 1,131,000 |
| Lease Year Commencing June 1, 2034 | 1,159,000 |
| Lease Year Commencing June 1, 2035 | 1,188,000 |

| | |
|------------------------------------|-----------|
| Lease Year Commencing June 1, 2036 | 1,218,000 |
| Lease Year Commencing June 1, 2037 | 1,249,000 |
| Lease Year Commencing June 1, 2038 | 1,280,000 |
| Lease Year Commencing June 1, 2039 | 1,312,000 |
| Lease Year Commencing June 1, 2040 | 1,344,000 |

3. Section 3.01 (e) is amended to read as follows:

“For the purposes of calculating Base Rent pursuant to Section 3.01(a)(iii), the fair market value of the Land shall be determined as of the first day of the month next succeeding the fifty-fifth anniversary of the date on which a temporary certificate of occupancy shall be issued for any portion of the Buildings and as of each subsequent fifteenth anniversary thereafter (such fifty-fifth anniversary being referred to herein as the “First Appraisal Date”, and each subsequent fifteenth anniversary being referred to herein as a “Reappraisal Date”). Such determination of fair market value shall be by appraisal in the manner provided in Section 3.09 hereof, unless at least twelve months prior to the First Appraisal Date or any Reappraisal Date, as the case may be, Landlord and Tenant shall have agreed upon such fair market value.”

4. Except as herein amended, the terms and conditions of the Lease shall remain unmodified and in full force and effect.

5. This Amendment shall not be binding upon Landlord unless and until it is signed by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

BATTERY PARK CITY AUTHORITY
(d.b.a. Hugh L. Carey Battery Park City Authority)

By: _____

**GAYLE M. HORWITZ
PRESIDENT & CEO**

THE BOARD OF MANAGERS OF THE
HUDSON TOWER CONDOMINIUM

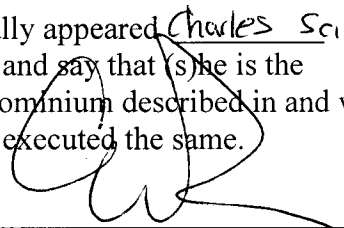
By: _____

Charles J. Scibetti Pres.

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

On this 31 day of August, 2011, before me personally appeared Charles Scibetti to me known, who being by me duly sworn, did depose and say that (s) he is the President of the Board of Managers of The Hudson Tower Condominium described in and which executed the foregoing instrument and acknowledged that (s) he executed the same.

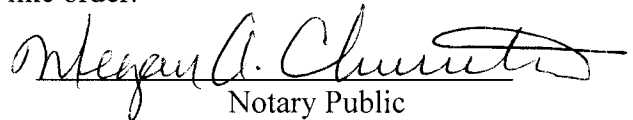
ERIC CLARK
Notary Public, State of New York
No. 01CL6088023
Qualified in Queens County
Commission Expires March 03, 2015.



Notary Public

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

On this 21st day of September, 2011, before me personally appeared Gayle M. Horwitz, to me known, who being by me duly sworn, did depose and say that she is the President and CEO of the Battery Park City Authority, the public benefit corporation described in and which executed the foregoing instrument; that is was so executed by order of the members of said corporation; and that she signed her name thereto by like order.



Notary Public

