

**FIFTH AMENDMENT TO  
AGREEMENT OF SEVERANCE LEASE**

This Fifth Amendment to Agreement of Severance Lease ("**Amendment**") is dated as of February 6, 2014, between **BATTERY PARK CITY AUTHORITY**, d/b/a The Hugh L. Carey Battery Park City Authority, a public benefit corporation under the laws of the State of New York, having an address at One World Financial Center, 24<sup>th</sup> Floor, New York, New York, 10281 ("**Landlord**"), **AMERICAN EXPRESS COMPANY**, a New York corporation, having an office at Three World Financial Center, 200 Vesey Street, New York, New York 10285 ("**Amex**"), for itself and on behalf of American Express Travel Related Services Company, Inc., a New York corporation, having an office at Three World Financial Center, 200 Vesey Street, New York, New York 10285 ("**Amex Travel**") and **BFP TOWER C CO. LLC**, a Delaware limited liability company, having an office c/o Brookfield Office Properties, 250 Vesey Street, 15th Floor, New York, New York 10281 ("**BFP TIC Party**") and together with Amex and Amex Travel, as tenants-in-common, collectively, "**Tenant**").

**RECITALS**

**A.** Landlord, as landlord, and Tenant's predecessor-in-interest, Olympia & York Battery Park Company ("**O&Y**"), as tenant, entered into that certain Agreement of Severance Lease dated as of June 15, 1983, a memorandum of which lease was recorded in the Office of the Register of New York City (New York County) on June 20, 1983, in Reel 696, at Page 472, which Lease was amended by (i) that certain unrecorded Amendment to Agreement of Severance Lease dated December 31, 2004 between BPCA, as landlord, and Amex, for itself and on behalf of Amex Travel, American Express Bank Ltd. and BFP TIC Party, as tenant, (ii) that certain unrecorded Second Amendment to Agreement of Severance Lease, dated as of November 24, 2009 between BPCA, as landlord, and Amex, for itself and on behalf of Amex Travel and BFP TIC Party, as tenant, (iii) that certain unrecorded Amendment to Development Guidelines dated as of February 29, 2012 made by and between Brookfield Properties One WFC Co. LLC, WFP Tower B Co. L.P., WFP Tower D Co. L.P., American Express Company, Landlord, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch/WFC/L, Inc., (iv) that certain Third Amendment to Agreement of Severance Lease, dated May 29, 2013 between BPCA, as landlord, and Amex, for itself and on behalf of Amex Travel, and BFP TIC Party, as tenant and (v) that certain Fourth Amendment to Agreement of Severance Lease, dated May 29, 2013 between BPCA, as landlord, and Amex, for itself and on behalf of Amex Travel, and BFP TIC Party, as tenant, a memorandum of which amendment was submitted for recording in the Office of the Register of New York City (New York County), which memorandum also refers to the unrecorded agreements described in clauses (i), (ii), (iii) and (iv) above, (as so amended, the "**Original Lease**"), pursuant to which Landlord has leased to Tenant (1) the parcel of land known as Parcel C at the World Financial Center in Battery Park City, New York, New York, and (2) the buildings and improvements constructed on said parcel of land (collectively, "**Building C**"); and

**B.** Landlord and Tenant desire to amend the Original Lease as more particularly set forth in this Amendment.

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized Terms/Definitions. All capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings ascribed to them in the Original Lease.

2. Amendment to Retail Use Allocation. Section 23.04(ii) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“Not more than seven thousand two hundred eighteen (7,218) Net Rentable Square Feet of space in the Buildings shall be used for Retail uses unless otherwise agreed to in writing by the Mayor of New York City, provided that, an additional fifty thousand eight hundred thirty-two (50,832) Net Rentable Square Feet of space in the Buildings (collectively, such fifty-eight thousand fifty (58,050) Net Rentable Square Feet, the “Retail Use Allocation”) may be used for (x) the Retail uses specified in the Board of Estimate Resolution subject, however, to the conditions set forth in paragraphs numbered 1 through 7, inclusive, of such Resolution being satisfied at the Parcels, it being understood and acknowledged by Tenant that Tenant’s right to all or any portion of the fifty thousand eight hundred thirty-two (50,832) Net Rentable Square Feet of such Retail Use Allocation hereunder may be adversely affected if such conditions are not so satisfied, (y) clothing or clothing accessory stores, limited to 10,000 square feet of floor area per establishment and (z) variety stores, limited to 10,000 square feet of floor area per establishment.”

3. Miscellaneous. Upon execution and delivery of this Amendment, this Amendment shall become part of the Lease and all references to the “Lease” shall mean the Original Lease, as amended by this Amendment, and all amendments, modifications, extensions and renewals thereof. The terms, provisions or conditions of the Original Lease are hereby ratified and shall remain in full force and effect, as modified hereby.

(b) The Section headings used in this Amendment are for convenience only, and are not to be used in determining the meaning of this Amendment or any part thereof.

(c) This Amendment contains the sole and entire understanding and agreement of the parties with respect to its entire subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had among the parties with respect thereto are merged herein.

(d) This Amendment may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any such executed counterparts may be delivered by facsimile or by electronic mail and the same shall be deemed effective as originals.

(e) This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns under the Lease.

(f) A memorandum of this Amendment in form suitable for recording (and any other instruments required to record such memorandum) and reasonably acceptable to both Landlord and Tenant, shall be executed and filed at the request of Tenant, at Tenant's sole cost and expense.

[NO FURTHER TEXT ON THIS PAGE]

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

**LANDLORD:**

**BATTERY PARK CITY AUTHORITY**,  
d/b/a The Hugh L. Carey Battery Park City  
Authority, a public benefit corporation under  
the laws of the State of New York

By: RM Scipico  
Name: RM Scipico  
Title: EVP/CFO

**TENANT:**

**AMERICAN EXPRESS COMPANY**, a  
New York corporation, for itself, and on  
behalf of American Express Travel Related  
Services Company, Inc.

By: \_\_\_\_\_  
Name: Carol V. Schwartz  
Title: Secretary

**BFP TOWER C CO. LLC**, a Delaware  
limited liability company

By: BFP Tower C MM LLC, its managing  
member

By: \_\_\_\_\_  
Name: Ralph Toussie  
Title: Vice President, Associate Counsel

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

**LANDLORD:**

**BATTERY PARK CITY AUTHORITY,**  
d/b/a The Hugh L. Carey Battery Park City  
Authority, a public benefit corporation under  
the laws of the State of New York

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

**TENANT:**

**AMERICAN EXPRESS COMPANY,** a  
New York corporation, for itself, and on  
behalf of American Express Travel Related  
Services Company, Inc.

By: Carol V. Schwartz  
Name: Carol V. Schwartz  
Title: Secretary

**BFP TOWER C CO. LLC,** a Delaware  
limited liability company

By: BFP Tower C MM LLC, its managing  
member

By: Ralph Toussie  
Name: Ralph Toussie  
Title: Vice President, Associate Counsel