

SECOND AMENDMENT TO AGREEMENT OF SEVERANCE LEASE

THIS SECOND AMENDMENT TO AGREEMENT OF SEVERANCE LEASE (this "Amendment") is dated as of the ___ day of November, 2009, and entered into by and between BATTERY PARK CITY AUTHORITY, a public benefit corporation under the laws of the State of New York, having an office at One World Financial Center, New York, New York 10281-1097 ("Landlord"), and AMERICAN EXPRESS COMPANY, a New York corporation, having an office at 200 Vesey Street, New York, New York 10285, for itself and on behalf of American Express Travel Related Services Company, Inc. and BFP Tower C Co. LLC (collectively, "Tenant").

RECITALS

- A. Landlord and Tenant's predecessors-in-interest entered into that certain Agreement of Severance Lease dated as of June 15, 1983, as amended by that certain Amendment to Agreement of Severance Lease, dated December 31, 2004 (the "Lease").
- B. Pursuant to the Lease, Landlord leased to Tenant, and Tenant leased from Landlord, the premises commonly known as Battery Park City, Commercial Center, New York, New York, and designated as Parcel C, as further described in the Lease (the "Premises").
- C. Landlord and Tenant desire to make certain amendments to the Lease as hereinafter set forth.

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Amendment is made upon the terms, covenants and conditions hereinafter set forth.

1. **Section 23.02.** Section 23.02 of the Lease shall be amended to delete the words "or for any purpose whatsoever by the Federal Reserve Bank of New York" so that Section 23.02 shall hereafter read as follows:

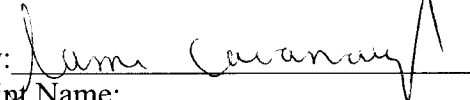
Tenant shall not use or occupy the Premises or any part thereof, or permit or suffer the Premises or any part thereof to be used or occupied, without the prior written consent of the Mayor of New York City as a trading floor or headquarter facilities for the New York Stock Exchange, nor shall it use or occupy, or suffer the Premises or any part thereof to be used or occupied for any unlawful business, use or purpose, or in such manner as to constitute in law or in equity a nuisance of any kind (public or private), or for any dangerous or noxious trade or business, or for any purpose or in any way in violation of the Certificates of Occupancy for the Premises in effect from time to time during the Term or of any Requirements (not including Requirements of Landlord, other than New York City, except as otherwise expressly provided in this Lease), or which may make void or voidable any insurance then in force on the Premises. Tenant shall take, immediately upon

the discovery of any such prohibited use, all necessary steps, legal and equitable, to compel the discontinuance of such use and Tenant shall exercise all of its rights and remedies against any Subtenants responsible for such use.


2. **Binding Effect; Governing Law.** Except as amended hereby, the Lease shall remain in full effect and shall be binding upon Landlord and Tenant and their respective successors and assigns, and no third party shall be deemed a third party beneficiary of this Amendment. This Amendment shall be governed by the laws of the State of New York.
3. **Conflicts.** If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail.
4. **Prior Agreements.** This Amendment supersedes any prior agreement, whether in writing or oral, delivered to either party or any person or entity acting on behalf of either party with respect to the matters set forth herein.
5. **Construction of Agreement.** The parties hereto agree that the terms and language of this Amendment were the result of negotiations between the parties and, as a result, there shall be no presumption that ambiguities, if any, in this Amendment shall be resolved against any party. Any controversy over the construction of this Amendment shall be decided neutrally, without regard to authorship or negotiation.
6. **Effectiveness.** This Amendment shall become effective and binding only upon execution and delivery by both Landlord and Tenant.
7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same document. Faxed signatures shall have the same binding effect as original signatures.
8. **Authority of Signatories.** The persons executing this Amendment on behalf of Landlord and Tenant respectively, represent and warrant that (a) the execution and delivery of this Amendment is duly authorized, (b) he or she is authorized to execute and deliver this Amendment, and (c) this Amendment is the valid and binding obligation of Landlord and Tenant, respectively, enforceable in accordance with its terms.

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

**LANDLORD:
BATTERY PARK CITY AUTHORITY**

By: 
Print Name:
Print Title:

**TENANT:
AMERICAN EXPRESS COMPANY,
FOR ITSELF AND ON BEHALF OF,
AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY,
INC. AND BFP TOWER C CO. LLC.**

By: 
Print Name: Jeffrey Furman
Print Title: CEO : VP Global Real Estate

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

On the 23rd day of November, in the year 2009, before me, the undersigned, personally appeared Jeffrey S. Furman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

David S. Carroll
Notary Public (SEAL)
State of New York
No. 02CA4867573
Commission expires July 21, 2010
Qualified in New York County

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

On the ____ day of November, in the year 2009, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public (SEAL)