

**THIRD AMENDMENT TO  
AGREEMENT OF SEVERANCE LEASE**

This Third Amendment to Agreement of Severance Lease (this “**Amendment**” which is also sometimes referred to herein as the “**RRP Amendment of Severance Lease (Tower C)**”) is dated as of May 29, 2013, 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, and (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. (as so assigned, amended and otherwise modified, 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**”);

B. WFP Tower B Co. L.P. (“**Tower B Co.**”) is the tenant (together with its successors and assigns in such capacity, the “**Tower B Severance Lease Tenant**”) under that certain Agreement of Severance Lease dated as of June 15, 1983 between BPCA and O&Y with respect to Parcel B in the World Financial Center, as amended to date (as so amended, and as the same may hereafter be amended, supplemented, modified or replaced, subject to Article 18 of the Project Operating Agreement, the “**Tower B Severance Lease**”);

C. WFP Tower D Co. L.P. ("**Tower D Co.**") is the tenant (together with its successors and assigns in such capacity, the "**Tower D Severance Lease Tenant**") under that certain Agreement of Severance Lease dated as of June 15, 1983 between BPCA and O&Y with respect to Parcel D in the World Financial Center, as amended to date (as so amended, and as the same may hereafter be amended, supplemented, modified or replaced, subject to Article 18 of the Project Operating Agreement, the "**Tower D Severance Lease**");

D. Landlord, Tower B Co., Brookfield Financial Properties, L.P. ("**BFP**"), WFP Retail Co. L.P. ("**Retail Co.**") and Merrill Lynch/WFC/L. Inc. ("**ML B Tenant**"), have entered into that certain Marketplace and Dining Terrace Agreement, dated as of June 29, 2012 (as the same may hereafter be amended, modified or supplemented, the "**Marketplace Agreement**") to allow for the construction of the "Project" (as defined in the Marketplace Agreement and herein referred to as the "**Marketplace Project**") which will include the construction of a dining and culinary shopping area on the street and upper lobby levels of Building B generally to the west of the Building B core. The Marketplace Project work has commenced and is currently in progress;

E. Simultaneously herewith, BFP, Landlord, Tower B Co., Tower D Co., Retail Co., Amex, ML B Tenant and Merrill Lynch, Pierce Fenner & Smith Incorporated are entering into a Retail Redevelopment Agreement (as the same may hereafter be amended, modified or supplemented, the "**Retail Redevelopment Agreement**") to allow for the construction of the "Project" (as defined in the Retail Redevelopment Agreement and herein referred to as the "**Retail Redevelopment Project**") which will include the reconfiguring, reconstruction of, and addition to existing retail space adjacent to or in the general vicinity of the Winter Garden and Courtyard (as such terms are defined in the Project Operating Agreement) for the purpose of creating an improved retail environment, including creating in areas to the east and west of the Courtyard a two-story retail destination with enclosed glass fronts;

F. In connection with the Retail Redevelopment Project, Landlord desires to reserve to itself (for the benefit of itself and the Tower D Severance Lease Tenant (as hereinafter provided)) an exclusive easement over portions of Parcel C, which easement areas are designated "Tower D Easement" on both the Level +12.5 drawing annexed hereto as Exhibit A and made a part hereof and the Level +32 drawing annexed hereto as Exhibit B and made a part hereof, and are more particularly described in Attachment I to "Exhibit B" of the Original Lease (as such Attachment and Exhibit have been amended by this Amendment) for the construction, installation, ownership, operation, maintenance, repair, Restoration, control and use in such easement area of Retail space and Landlord and Tenant are willing to amend the Original Lease to reflect the reservation to Landlord of such easement.

G. Landlord and Tenant desire to change the Retail Use Allocation in the Buildings in connection with the Project;

H. Landlord and Tenant acknowledge that certain modifications to the terms and conditions of the Original Lease relating to the calculation, reporting and payment of Retail Rent as set forth herein are expected to benefit each of Landlord and Tenant;

I. Landlord and Tenant acknowledge that a dispute has arisen concerning the amount of Net Fixed Rent during the Base Lease Year and the amount of Percentage Rent payable under the Original Lease for the current and certain prior Fiscal Years (or portions thereof) (the “**Percentage Rent Dispute**”). The parties desire to settle the Percentage Rent Dispute and have agreed to amend the Original Lease as hereinafter set forth to reflect the terms of such settlement and make modifications to the terms and conditions of the Original Lease relating to the calculation, reporting and payment of Percentage Rent, to be effective as of January 1, 2013, as set forth herein; and

J. In order to effectuate the foregoing, Landlord and Tenant now desire to further 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. The following definitions are hereby added to Article I of the Original Lease:

(a) “**Additional Basic Retail Rent Amount**” shall mean One Dollar (\$1.00), *provided, however*, if the Project (as defined in the Retail Redevelopment Agreement) is commenced and the Project Work is substantially completed, then (i) on the first day of the first month following the fifth (5th) anniversary of the Retail Rent Credit Commencement Date, such amount shall increase to Two Dollars (\$2.00); (ii) on the first day of the first month following the tenth (10th) anniversary of the Retail Rent Credit Commencement Date, such amount shall increase to Three Dollars (\$3.00); and (iii) on the first day of the first month following the Retail Rent Credit End Date, such amount shall increase to Four Dollars (\$4.00).

(b) “**Aggregate Retail Rent Credit**” shall mean, subject to Section 3.05(e), for any Fiscal Year, an amount equal to (i) the Applicable Retail Percentage for such Fiscal Year, *multiplied by* (ii) the Amortized Amount for such Fiscal Year.

(c) “**Amortized Amount**” shall mean, subject to proration as set forth in the following three sentences, (i) in each Fiscal Year prior to the Fiscal Year in which the BFP TIC Party has delivered Tenant’s Secondary Notice, an amount equal to the Initial Amortized Amount and (ii) in any other Fiscal Year, an amount equal to the sum of the Initial Amortized Amount and the Secondary Amortized Amount, if any. If the Retail Rent Credit Commencement Date shall occur on a date other than the first day of a Fiscal Year, then for the Fiscal Year in which the Retail Rent Credit Commencement Date occurs, the Amortized Amount shall be the amount set forth in clause (i) above, multiplied by a fraction the numerator of which is the number of months remaining in such Fiscal Year (from and including the month in which the Retail Rent Credit Commencement Date occurs) and the denominator of which is twelve (12). If the date Tenant’s Secondary Notice is delivered shall occur on a date other than the first day of a Fiscal Year, then for the Fiscal Year in which the Tenant’s Secondary Notice is delivered,

the Amortized Amount shall be the amount set forth in clause (i) above *plus* the product of the Secondary Amortized Amount multiplied by a fraction the numerator of which is the number of months remaining in such Fiscal Year (from and including the month in which the Tenant's Secondary Notice is delivered) and the denominator of which is twelve (12). If the Retail Rent Credit End Date shall occur on a date other than the last day of a Fiscal Year, then for the Fiscal Year in which the Retail Rent Credit End Date occurs, the Amortized Amount shall be the amount set forth in clause (ii) above, multiplied by a fraction the numerator of which is the number of months elapsed in such Fiscal Year (prior to but excluding the month in which the Retail Rent Credit End Date occurs) and the denominator of which is twelve (12).

(d) **“Applicable Retail Percentage”** shall mean, subject to Section 3.05(e), for any Fiscal Year, a percentage obtained by dividing (i) the sum of (1) the “Retail Percentage Rent” (as such term is defined in the Tower B Severance Lease) for such Fiscal Year (calculated, for the purpose of this definition, without taking into account any deductions to be taken pursuant to Section 3.05(g) of the Tower B Severance Lease) *plus* (2) the Retail Percentage Rent for such Fiscal Year (calculated, for the purpose of this definition, without taking into account any deductions to be taken pursuant to Section 3.05(g) of the Lease), but only to the extent that any such Retail Percentage Rent is derived from space that is the BFP TIC Party's (or its successors and assigns) “Space” (as such term is defined in the TIC Agreement, as the same has been or hereafter may be amended; such Space being referred to herein as the **“BFP Tower C Space”**) *plus* (3) the “Retail Percentage Rent” (as such term is defined in the Tower D Severance Lease) for such Fiscal Year (calculated, for the purpose of this definition, without taking into account any deductions to be taken pursuant to Section 3.05(g) of the Tower D Severance Lease) by (ii) the sum of (1) the “Gross Retail Revenue” (as such term is defined in the Tower B Severance Lease) used to calculate the “Retail Percentage Rent” (as such term is defined in the Tower B Severance Lease) for such Fiscal Year, (2) the Gross Retail Revenue used to calculate the Retail Percentage Rent for such Fiscal Year, but only to the extent that any such Gross Retail Revenue is derived from space that is BFP Tower C Space, and (3) “Gross Retail Revenue” (as such term is defined in the Tower D Severance Lease) used to calculate the “Retail Percentage Rent” (as such term is defined in the Tower D Severance Lease) for such Fiscal Year. In no event shall the Applicable Retail Percentage ever be less than ten percent (10%).

(e) **“BFP Retail Rent Default”** shall mean, individually or collectively, as the context may require, a BFP Retail Rent Payment Default and/or a BFP Retail Rent Other Default.

(f) **“BFP Retail Rent Other Default”** shall mean if the BFP TIC Party shall fail to properly or timely observe or perform one or more of the terms, conditions, covenants or agreements to be observed or performed by the BFP TIC Party under Section 11 of the RRP Amendment of Severance Lease (Tower C) (including any obligation under Sections 3.05 and 3.06 of the Lease that the BFP TIC Party has agreed to observe or perform under Section 11 of the RRP Amendment of Severance Lease (Tower C), other than the failure to pay Retail Rent (or any portion thereof) that it is obligated to pay under the Lease) or any deficiency with respect thereto, or any interest,

costs or expenses to be paid by the BFP TIC Party with respect thereto, in each case, when the same shall become due and payable.

(g) “**BFP Retail Rent Payment Default**” shall mean if the BFP TIC Party shall fail to pay Retail Rent (or any portion thereof) that it is obligated to pay under the Lease or any deficiency with respect thereto, or any interest, costs or expenses to be paid by the BFP TIC Party with respect thereto, or any part thereof, in each case, when the same shall become due and payable under the Lease (for such purposes after taking into account the provisions of Section 3.06(g) of the Lease and the right of the BFP TIC Party thereunder to pay in accordance with the BFP TIC Party’s determination thereof unless and until such dispute is determined by arbitration).

(h) “**BFP TIC Party**” shall have the meaning ascribed to such term in the Preamble of the RRP Amendment of Severance Lease (Tower C). References to the “BFP TIC Party” in this Amendment shall be deemed to include any successor or assign of all or substantially all of BFP Tower C Co. LLC’s interest as a Co-Tenant under the TIC Agreement.

(i) “**BFP TIC Party Cash Security**” shall have the meaning ascribed to such term in Section 11(e) of the RRP Amendment of Severance Lease (Tower C).

(j) “**BFP TIC Party Letter of Credit**” shall have the meaning ascribed to such term in Section 11(e) of the RRP Amendment of Severance Lease (Tower C).

(k) “**BFP TIC Post-Reversion Retail Rent Amount**” shall have the meaning ascribed to such term in Section 13(b)(vi) of the RRP Amendment of Severance Lease (Tower C).

(l) “**BFP TIC Party Security**” shall have the meaning ascribed to such term in Section 11(e) of the RRP Amendment of Severance Lease (Tower C).

(m) “**BFP TIC Party Security Amount**” shall have the meaning ascribed to such term in Section 11(e) of the RRP Amendment of Severance Lease (Tower C).

(n) “**BFP TIC Party Security Change Date**” shall have the meaning ascribed to such term in Section 11(e) of the RRP Amendment of Severance Lease (Tower C).

(o) “**Co-Tenants**” shall have the meaning ascribed to such term in the TIC Agreement.

(p) “**Follow-Up Trigger Notice**” shall have the meaning ascribed to such term in Section 8(a) of the RRP Amendment of Severance Lease (Tower C).

(q) “**Initial Additional Basic Retail Rent Increase Date**” shall mean the first day of the first month after the date of the RRP Amendment of Severance Lease (Tower C).

(r) “**Initial Amortized Amount**” shall mean (i) the lesser of (x) the amount of all Project Costs incurred (whether or not then paid) on or prior to the Trigger Date (as reported by BFP TIC Party in the Trigger Notice, but subject to Landlord’s dispute rights as described in Section 8(a) of the RRP Amendment of Severance Lease (Tower C)), and (y) One Hundred Seventy-Three Million Dollars (\$173,000,000) *divided by* (ii) fifteen (15).

(s) “**Managing Co-Tenant**” shall have the meaning ascribed to such term in Section 13(a) of the RRP Amendment of Severance Lease (Tower C).

(t) “**Marketplace Agreement**” shall have the meaning ascribed to such term in Recital D of the RRP Amendment of Severance Lease (Tower C).

(u) “**Other Rent Statement**” shall mean a statement showing in reasonable detail the Gross Other Revenue for the applicable Fiscal Year.

(v) “**Parcel C Retail Rent Credit**” shall mean, subject to Section 3.05(e), for any Fiscal Year, an amount equal to (i) the Aggregate Retail Rent Credit for such Fiscal Year, *multiplied by* (ii) the Project Costs Percentage for such Fiscal Year; *provided, however,* that the Parcel C Retail Rent Credit calculated as set forth above in any Fiscal Year may be increased (or not applied in whole or in part) as provided in Section 3.05(h) of the Lease.

(w) “**Post-Reversion Cash Security**” shall have the meaning ascribed to such term in Section 13(b) of the RRP Amendment of Severance Lease (Tower C).

(x) “**Post-Reversion Letter of Credit**” shall have the meaning ascribed to such term in Section 13(b) of the RRP Amendment of Severance Lease (Tower C).

(y) “**Post-Reversion Security**” shall have the meaning ascribed to such term in Section 13(b) of the RRP Amendment of Severance Lease (Tower C).

(z) “**Post-Reversion Security Amount**” shall have the meaning ascribed to such term in Section 13(b) of the RRP Amendment of Severance Lease (Tower C).

(aa) “**Post-Reversion Security Change Date**” shall have the meaning ascribed to such term in Section 13(b) of the RRP Amendment of Severance Lease (Tower C).

(bb) “**Project**” shall mean, collectively, (i) “Project,” as defined in the Marketplace Agreement and (ii) “Project,” as defined in the Retail Redevelopment Agreement.

(cc) “**Project Costs**” shall mean the costs incurred by the Tower B Severance Lease Tenant, the BFP TIC Party, the Tower D Severance Lease Tenant or any of their respective Affiliates, including Retail Co. and BFP, in connection with (i) the Project Work, (ii) the initial design and installation of fixtures, machinery, appurtenances, art works, decoration, furniture and furnishings within the Project Space (and other areas of the Premises providing support to the Project Space operations) and the initial equipping

thereof, (iii) buying-out third party subtenants (including amounts paid to such third party subtenants for such purposes prior to the date hereof) from space to be utilized in connection with the Project in order that such space be available for use in the Project, (iv) relocating any existing use of space that (A) the Project Work is to occur in, (B) cannot be properly used in order for the Project Work to proceed or (C) needs to be moved to allow (x) the Project Space to become available for retail use or (y) other areas of the Parcels providing support to the Project Space operations to become available to provide such support, including, without limitation, the cost of preparing, fitting out, equipping and furnishing any temporary or permanent space in any of the Parcels that the use and user of such space will be temporarily or permanently relocated to, and (v) the initial leasing to third party subtenants of any of the rentable space in the Project Space (including kiosks) and/or the entering into an agreement with an operator to operate the same, including, without limitation, brokerage commissions (third party and, if applicable and the commissions are reasonable and customary, affiliated leasing agents) and work allowances. "Project Costs" shall include all amounts to be paid under construction contracts, fees and expenses for architects, engineers, consultants and construction managers, the costs of any SEQRA Review (including, but not limited to, the fees of environmental counsel and consultants), the costs of obtaining all licenses, permits and approvals, including governmental approvals, costs of demolition, environmental testing and remediation costs, if applicable, costs of insurance and bonding (or the equivalent, such as the cost of a 'Subguard' policy), general conditions costs and indemnification payments and other liabilities (including, without limitation, those arising out of claims for damage to property or injury or death to person) which may arise out of the Project Work. "Project Costs" shall also include (W) amounts paid by the BFP TIC Party (or any of its Affiliates) to American Express Company (or any of its Affiliates) to pay for, or to reimburse American Express Company (or any of its Affiliates) for, all or a portion of the costs incurred by American Express Company (or any of its Affiliates) with respect to space in the Premises, which costs, if the same had been incurred directly by the BFP TIC Party, would have constituted "Project Costs" hereunder, (X) all reasonably incurred out-of-pocket costs and expenses incurred by the Tower B Severance Lease Tenant, the BFP TIC Party, the Tower D Severance Lease Tenant and/or any of their respective Affiliates, including Retail Co. and BFP, in performing the Project Work and complying with the Marketplace Agreement and the Retail Redevelopment Agreement, including, without limitation, reasonably incurred travel expenses and printing and copying expenses and (Y) without limiting the generality of the foregoing, (1) base salary paid to on-site employees of the Tower B Severance Lease Tenant, the BFP TIC Party, the Tower D Severance Lease Tenant and/or any of their respective Affiliates, including Retail Co. and BFP, working on the Project, and (2) base salary paid to off-site employees (below the level of senior vice president) of the Tower B Severance Lease Tenant, the BFP TIC Party, the Tower D Severance Lease Tenant and/or any of their respective Affiliates, including Retail Co. or BFP, working on matters related to the Project. The definition of "Project Costs" does not include marketing activities substantially similar to those described in the marketing plan previously provided by the BFP TIC Party (or its Affiliate) to Landlord and other marketing activities in connection with the Project, or any development fees, it being acknowledged and agreed that, without limiting clauses (X) and (Y) above, no development fee will be owed to the BFP TIC Party, the Tower B

Severance Lease Tenant, the Tower D Severance Lease Tenant or any of their respective Affiliates, including Retail Co. and BFP, in connection with the Project. For the avoidance of doubt, the definition of “Project Costs” shall include all Project Costs, as defined above, incurred prior to the date of the RRP Amendment of Severance Lease (Tower C).

(dd) “**Project Costs Percentage**” shall mean

(i) with respect to each Fiscal Year prior to the Fiscal Year in which Tenant’s Secondary Notice is delivered, (x) the portion of the Project Costs set forth in the Trigger Notice that are incurred with respect to space in Building C, *divided by* (y) the aggregate Project Costs set forth in the Trigger Notice, and

(ii) with respect to the Fiscal Year in which Tenant’s Secondary Notice is delivered and all subsequent Fiscal Years, (x) (A) the amount set forth in clause (i)(x) above *plus* (B) the portion of the Project Costs set forth in Tenant’s Secondary Notice that are incurred with respect to space in Building C, *divided by* (y) (A) the amount set forth in clause (i)(y) above *plus* (B) the aggregate Project Costs set forth in Tenant’s Secondary Notice.

If any portion of the Project Costs referenced above are timely disputed by Landlord, in accordance with Section 8 of the RRP Amendment of Severance Lease (Tower C), and, as a result of such dispute, it is finally determined (whether by agreement of the parties or by arbitration) that such amount should not be included in the aggregate Project Costs and/or should not be included as Project Costs incurred with respect to space in Building C, then the Project Costs Percentage shall be recalculated based on such final determination.

(ee) “**Project Space**” shall mean all of the retail space (including restaurant space) in Parcel B, Parcel D and the BFP Tower C Space that will exist after completion of the Project Work, including the space in Parcel B referred to as the “Marketplace” and the “Dining Terrace” in the Marketplace Agreement. Notwithstanding the foregoing, the term “Project Space” shall not include any of the street level space in Parcel B currently leased to ML B Tenant and used as a gym or fitness center or for related uses.

(ff) “**Project Work**” shall mean, collectively, (i) the “Project Work,” as defined in the Marketplace Agreement and (ii) the “Project Work,” as defined in the Retail Redevelopment Agreement.

(gg) “**RRP Amendment of Severance Lease (Tower C)**” shall mean that certain Third Amendment to Agreement of Severance Lease dated as of May 29, 2013 relating to Parcel C by and between Landlord, American Express Company, for itself and on behalf of American Express Travel Related Services Company, Inc., and the BFP TIC Party.

(hh) “**Reporting Reversion Date**” shall mean the earlier of (i) the date the Reversion Notice is given to Tenant and (ii) the date on which Tenant is no longer a tenancy-in-common (including, should such occur, by reason of the conversion of Parcel C and the improvements thereon to a condominium form of ownership, subject to the provisions of Section 19 of the RRP Amendment of Severance Lease (Tower C)).

(ii) “**Retail Co.**” shall have the meaning ascribed to such term in Recital D to the RRP Amendment of Severance Lease (Tower C).

(jj) “**Retail Redevelopment Agreement**” shall have the meaning ascribed to such term in Recital E to the RRP Amendment of Severance Lease (Tower C).

(kk) “**Retail Rent Credit Commencement Date**” shall mean the date of the delivery of the Trigger Notice.

(ll) “**Retail Rent Credit End Date**” shall mean the date that is the fifteenth (15<sup>th</sup>) anniversary of the Retail Rent Credit Commencement Date.

(mm) “**Retail Rent Statement**” shall mean a statement showing in reasonable detail the Gross Retail Revenue for the applicable Fiscal Year or other applicable reporting period.

(nn) “**Reversion Notice**” shall have the meaning ascribed to such term in Section 12(a) of the RRP Amendment of Severance Lease (Tower C).

(oo) “**Second Amendment to TIC Agreement**” shall mean that certain Second Amendment to Restated and Amended Agreement of Tenants-in-Common dated as of May 29, 2013 by and among Amex, Amex Travel and the BFP TIC Party.

(pp) “**Secondary Amortized Amount**” shall mean (i) the amount of all Project Costs incurred (whether or not then paid) prior to the date that is eighteen (18) months after the Trigger Date (as reported by BFP TIC Party in Tenant’s Secondary Notice, but subject to Landlord’s dispute rights as described in Section 8(b) of the RRP Amendment of Severance Lease (Tower C)); *provided, however*, that with respect to Project Costs incurred prior to the Trigger Date, such Project Costs shall only be included in the Secondary Amortized Amount if and to the extent such Project Costs were not previously included in the Initial Amortized Amount, *provided, further*, that the amount of Project Costs to be included in the Secondary Amortized Amount, when taken together with the amount of Project Costs included in the Initial Amortized Amount, shall not exceed One Hundred Seventy-Three Million Dollars (\$173,000,000) *divided by* (ii) the number of years (or portion thereof) from and including the entire month in which Tenant’s Secondary Notice is delivered through but excluding the month in which the Retail Rent Credit End Date occurs. As an example of how the above clause (ii) would be applied, if the Retail Rent Credit Commencement Date was August 10, 2013, the Retail Rent Credit End Date was August 10, 2028 and the Tenant’s Secondary Notice was delivered on March 5, 2015, then the above clause (ii) amount would be 13 and 5/12 years, which represents the number of months and years from and including March 2015 through and including July 2028.

(qq) “**Security Delivery Date**” shall have the meaning ascribed to such term in Section 11(e) of the RRP Amendment of Severance Lease (Tower C).

(rr) “**Tenant’s Follow-Up Secondary Notice**” shall have the meaning ascribed to such term in Section 8(b) of the RRP Amendment of Severance Lease (Tower C).

(ss) “**Tenant’s Secondary Notice**” shall have the meaning ascribed to such term in Section 8(b) of the RRP Amendment of Severance Lease (Tower C).

(tt) “**TIC Agreement**” shall mean that certain Restated and Amended Agreement of Tenants-In-Common by and among American Express Company, American Express Bank Ltd. (formerly known as American Express International Banking Corporation), American Express Travel Related Services Company, Inc., Lehman Brothers Inc., Lehman Government Securities, Inc. and Lehman Commercial Paper Incorporated dated as of May 7, 1994, as the same has been or may be amended, modified or assigned from time to time. As of the date of the RRP Amendment of Severance Lease (Tower C), the Co-Tenants under the TIC Agreement are Amex, Amex Travel and the BFP TIC Party.

(uu) “**Tower B Severance Lease**” shall have the meaning ascribed to such term in Recital B of the RRP Amendment of Severance Lease (Tower C).

(vv) “**Tower B Severance Lease Tenant**” shall have the meaning ascribed to such term in Recital B of the RRP Amendment of Severance Lease (Tower C).

(ww) “**Tower D Severance Lease**” shall have the meaning ascribed to such term in Recital C of the RRP Amendment of Severance Lease (Tower C).

(xx) “**Tower D Severance Lease Tenant**” shall have the meaning ascribed to such term in Recital C of the RRP Amendment of Severance Lease (Tower C).

(yy) “**Trigger Date**” shall mean the date on which at least fifty percent (50%) of the Net Rentable Square Footage of the Project Space collectively available to be leased to third parties has been leased to third parties and opened for business to the general public. When the Trigger Date has occurred, the BFP TIC Party, or BFP on Tenant’s behalf, shall promptly notify Landlord in writing (the “**Trigger Notice**”) that the Trigger Date has occurred.

(zz) “**Trigger Notice**” shall have the meaning ascribed to such term in the definition of “Trigger Date” above.

2. Change to Fiscal Year Definition. Section 1.52 “Fiscal Year” of the Original Lease is hereby amended by adding the following at the end thereof:

“Notwithstanding anything to the contrary contained in this definition, solely for purposes of calculating and reporting the Retail Percentage Rent (including Gross Retail Revenue), the Aggregate Retail Rent Credit and

the Parcel C Retail Rent Credit, the term “Fiscal Year” shall mean a calendar year and the foregoing shall not be subject to change, except by agreement of Landlord and Tenant; *provided, however*, the foregoing shall not affect the selection of a different twelve (12) month period as a “Fiscal Year” for any other purposes under this Lease. In furtherance of the foregoing, it is understood and agreed that where, pursuant to Sections 3.05(a), 3.05(e) and 3.05(h), the amount of Retail Percentage Rent in any Fiscal Year is compared to the amount of Basic Retail Rent in such Fiscal Year, the amount of Basic Retail Rent shall be determined using the calendar year, but the foregoing shall not affect any date of increase of such Basic Retail Rent pursuant to Section 3.05(c).”

3. Modifications to Percentage Rent Obligations.

(a) Section 3.04(a) of the Original Lease is hereby amended by (i) deleting in their entirety the words “subject to extension of said year as provided in Section 3.04(b) hereof,” and (ii) by deleting in their entirety the words “Net Fixed Rent during the eleventh Lease Year (the “Base Lease Year”)” and replacing the same with the following “\$72,139,006 (the “Base Lease Year Amount”).”

(b) The second sentence of Section 3.04(b) of the Original Lease is hereby deleted in its entirety.

(c) Section 3.04(c) of the Original Lease is hereby deleted in its entirety.

(d) Section 3.04(d) of the Original Lease is hereby amended by deleting in the second sentence thereof the words “the Net Fixed Rent for the Base Lease Year” and replacing the same with the words “the Base Lease Year Amount.”

(e) For the sake of clarity, the parties acknowledge and agree that there shall be no obligation under the Lease to deliver a Semi-Annual Percentage Rent Statement or Annual Percentage Rent Statement with respect to any Lease Year occurring after the Lease Year that ends in year 2016 and no obligation to make any payment with respect to Percentage Rent for any such subsequent Fiscal Years.

(f) Section 3.04(f) of the Original Lease is hereby deleted in its entirety.

(g) Section 3.04(g) is hereby amended (i) by deleting the first sentence thereof in its entirety, (ii) in the second sentence thereof by deleting the words “Base Lease Year” and replacing the same with the words “eleventh Lease Year,” (iii) by deleting in its entirety the words “the Net Fixed Rent for the Base Lease Year” each time they appear in such Section 3.04(g) and replacing the same with the words “the Base Lease Year Amount” and (iv) by deleting in its entirety the eighth sentence thereof which reads as follows:

“Any assignment occurring after the determination of the Base Lease Year shall not cause a change in the Base Lease Year or in the Net Fixed Rent for the Base Lease Year”

and replacing the same with the following:

“No assignment occurring at any time shall cause change in the Base Lease Year Amount.”

4. Percentage Rent Settlement Payment or Credit.

(a) As part of the settlement of the Percentage Rent Dispute, Landlord agrees to pay to Amex the sum of One Million Four Hundred Sixteen Thousand Sixty-Nine Dollars (\$1,416,069) (the “**OPR Settlement Amount**”) within ten (10) Business Days after the date hereof; *provided, however*, at Landlord’s election, in lieu of such payment, Tenant shall be entitled to offset the OPR Settlement Amount, without interest, against subsequent payments of Percentage Rent and Base Rent payable to Landlord commencing on June 1, 2013.

(b) Landlord waives the right to audit or dispute any Semi-Annual Percentage Rent Statement or Annual Percentage Rent Statement previously delivered to Landlord with respect to the Lease Year ended in 2012 and any prior Lease Year and Landlord and Tenant each waive the right to dispute the amount of Percentage Rent paid with respect thereto, including the right on the part of Tenant to claim any refund of Percentage Rent with respect to any such Lease Year and the right on the part of Landlord to claim any default in the obligation to pay the amount of Percentage Rent owing with respect to such Lease Years. Without limiting the generality of the foregoing, it is acknowledged and agreed that Tenant shall not be required to amend, file or re-file any Semi-Annual Percentage Rent Statement or Annual Percentage Rent Statement with respect to the Lease Year ended in 2012 or any prior Lease Year; however, Tenant shall nonetheless be required to deliver to Landlord the Annual Percentage Rent Statement for the Lease Year ended December 31, 2012 in accordance with Section 3.04(e) of the Original Lease. With respect to any such Annual Percentage Rent Statement for the Lease Year ended December 31, 2012, Percentage Rent for such Lease Year shall not take into account the changes effectuated by this Amendment, and the methodology employed by Tenant in the Semi-Annual Statement for 2012 shall apply for the Annual Percentage Rent Statement for the Lease Year ended December 31, 2012, provided, however, that, notwithstanding anything to the contrary contained in Section 3.04(e) of the Original Lease, if the Annual Percentage Rent Statement shows that the sums paid by Tenant as Percentage Rent for the Lease Year ended December 31, 2012 were less than the Percentage Rent payable by Tenant for such Lease Year, Tenant shall have no obligation to pay to Landlord the amount of such deficiency.

5. Retail Percentage Rent. Subclause (y) of clause (i) of Section 3.05(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“(y) (I) ten percent (10%) of the Gross Retail Revenue from each Sublease of Retail space up to and including Forty Dollars (\$40) of Gross Retail Revenue per Net Rentable Square Foot under each such Sublease, *plus* (II) thirteen and one-half percent (13-1/2%) of the Gross Retail Revenue from each Sublease in excess of Forty Dollars (\$40) of Gross Retail Revenue per Net Rentable Square Foot; *provided, however*, that from and after the Retail Rent Credit Commencement Date, this subclause (II) shall only apply to Gross Retail Revenue from Subleases of Retail space in the Buildings in excess of Forty Dollars (\$40) up to and including One Hundred Fifty Dollars (\$150) of Gross Retail Revenue per Net Rentable Square Foot, *plus* (III) from and after the Retail Rent Credit Commencement Date only, fifteen and one-half percent (15-1/2%) of the Gross Retail Revenue from Subleases in the Building in excess of One Hundred Fifty Dollars (\$150) of Gross Retail Revenue per Net Rentable Square Foot (as the same may be adjusted pursuant to Sections 3.05(g) and 3.05(h) of the Lease, the “Retail Percentage Rent”)”

6. Increase in Basic Retail Rent.

(a) Subclause (x) of clause (ii) of Section 3.05(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“(x) the sum of (I) One and 50/100 Dollars (\$1.50), as such amount shall be adjusted as provided in Section 3.05(c), *plus* (II) commencing on the Initial Additional Basic Retail Rent Increase Date, the Additional Basic Retail Rent Amount for such Fiscal Year multiplied by the greater of (a) the number of Net Rentable Square Feet from time to time being used for Retail purposes in the Buildings and (b) the Retail Use Allocation for the Buildings.”

(b) The penultimate sentence of Section 3.05(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“If, with respect to a Fiscal Year for which Retail Rent is payable under Section 3.05(a)(i) or Section 3.05(a)(ii), a Sublease is not in effect for the entirety of such Fiscal Year, the Forty Dollars (\$40) and the One Hundred Fifty Dollars (\$150) referred to in clause (y) of Section 3.05(a)(i) shall be prorated for the number of days such Sublease is in effect during such Fiscal Year.”

(c) The following is added at the end of Section 3.05(a) of the Original Lease:

“If in any Fiscal Year the Additional Basic Retail Rent Amount shall increase on a day other than the first day of such Fiscal Year pursuant to the definition of Additional Basic Retail Rent Amount, then in calculating Basic Retail Rent hereunder or the amount described in Section 3.05(d)(ii), as the case may be, for such Fiscal Year, the Additional Basic Retail Rent

Amount used to calculate such Basic Retail Rent or amount described in Section 3.05(d)(ii) shall be a blended rate reflecting the portion of such Fiscal Year during which each such Additional Basic Retail Rent Amount is in effect. For example, if the Additional Basic Retail Rent Amount were to increase from \$2.00 to \$3.00 on the first day of the fourth month of such Fiscal Year, then the Additional Basic Retail Rent Amount for such Fiscal Year would be \$2.75 (i.e.,  $3/12 \times \$2.00$  plus  $9/12 \times \$3.00$ ).”

7. Reduction in Retail Rent; Certification of Changes in Net Rentable Square Feet Used for Retail or Other Purposes.

(a) Clause (ii) of Section 3.05(d) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“(ii) with respect to each Fiscal Year or portion thereof during the Term from and after the date on which Substantial Completion of the Buildings shall occur, shall be in an amount equal to (x) the product of one-twelfth (1/12) and the sum of (I) One and 50/100 Dollars (\$1.50), as One and 50/100 Dollars (\$1.50) may be adjusted as provided in Section 3.05(c), and (II) commencing on the Initial Additional Basic Retail Rent Increase Date, the Additional Basic Retail Rent Amount for such Fiscal Year, *multiplied by* (y) an amount which is equal to the greater of (1) the number of Net Rentable Square Feet in the Buildings which are then being used for Retail purposes, and (2) the Retail Use Allocation for the Buildings.”

(b) Section 3.05(d) of the Original Lease is hereby amended by adding after the last sentence thereof the following:

“Notwithstanding the foregoing, with respect the number of Net Rentable Square Feet being used for Retail or Other purposes in connection with either the Winter Garden Subproject (as defined in the Retail Redevelopment Agreement) or the Courtyard Subproject (as defined in the Retail Redevelopment Agreement), Tenant shall not be required to deliver to Landlord the aforementioned certificate or statement from a licensed engineer or registered architect until the first monthly payment of Retail or Other Rent following (i) with respect to the Winter Garden Subproject, the earlier to occur of (1) substantial completion of the Winter Garden Subproject or (2) the first retail store in the Winter Garden Subproject being opened to the general public and (ii) with respect to the Courtyard Subproject, the earlier to occur of (1) substantial completion of the Courtyard Subproject or (2) the first retail store in the Courtyard Subproject being opened to the general public.”

(c) Section 3.05(e) of the Original Lease is hereby amended by adding after the first sentence thereof the following:

“The Non-Office Rent Statements relating to the period from and including the Fiscal Year in which the Retail Rent Credit Commencement Date occurs to and including the Fiscal Year in which the Retail Rent Credit End Date occurs shall include, as part of the calculations contained therein, a calculation of the Parcel C Retail Rent Credit for the applicable Fiscal Year.”

(d) Section 3.05(e) of the Original Lease is hereby amended by adding immediately prior to the last sentence thereof the following:

“If for any reason at the time Tenant delivers its Non-Office Rent Statement for a Fiscal Year, Tenant is not then an Affiliate (or, if Tenant is a tenancy-in-common, none of the tenants-in-common who, collectively, constitute Tenant is then an Affiliate) of the Tower D Severance Lease Tenant or of the Tower B Severance Lease Tenant and Tenant does not have access to any of the information relating to

(i) the “Retail Percentage Rent” (as such term is defined in the Tower B Severance Lease) for such Fiscal Year,

(ii) the “Retail Percentage Rent” (as such term is defined in the Tower D Severance Lease) for such Fiscal Year,

(iii) the “Gross Retail Revenue” (as such term is defined in the Tower B Severance Lease) used to calculate the “Retail Percentage Rent” (as such term is defined in the Tower B Severance Lease) for such Fiscal Year, or

(iv) the “Gross Retail Revenue” (as such term is defined in the Tower D Severance Lease) used to calculate the “Retail Percentage Rent” (as such term is defined in the Tower D Severance Lease) for such Fiscal Year,

then Tenant may so indicate in its Non-Office Rent Statement for such Fiscal Year, in which event, for purposes of the payment to be made to Landlord as provided in the immediately preceding sentence (the “**Retail Rent Adjustment Payment**”), the Aggregate Retail Rent Credit (and, accordingly, the Parcel C Retail Rent Credit) shall be calculated assuming for such purposes that the Applicable Retail Percentage for such Fiscal Year was ten percent (10%). Landlord shall forward to Tenant (within ten (10) Business Days of written request therefor from Tenant) the “Non-Office Rent Statement” (as such term is defined in the Tower B Severance Lease or Tower D Severance Lease, as may be applicable) for such Fiscal Year from the Tower B Severance Lease Tenant and the Tower D Severance Lease Tenant, as applicable. Within twenty (20) Business Days after the receipt of the last such Non-Office Rent Statement by Tenant from Landlord, (I) Tenant shall advise Landlord in writing of the

Applicable Retail Percentage (and its method of calculation thereof), (II) the Aggregate Retail Rent Credit and the Parcel C Retail Rent Credit will be adjusted to reflect the same, and (III) Landlord shall pay to Tenant within thirty (30) days of Tenant advising Landlord of the Applicable Retail Rent Percentage in accordance with clause (I) above the difference, if any, between the amount paid to Landlord as the Retail Rent Adjustment Payment for such Fiscal Year and the amount Tenant would have paid under this Section 3.05(e) as the Retail Rent Adjustment Payment for such Fiscal Year if it had been calculated using the Parcel C Retail Rent Credit described in clause (II) above, without interest.”

(e) The following is hereby added as new Sections 3.05(g) and 3.05(h) of the Lease:

“(g) Notwithstanding anything to the contrary contained in Section 3.05, Section 3.06 or elsewhere in the Lease, commencing with the Fiscal Year in which the Retail Rent Credit Commencement Date occurs and for each Fiscal Year thereafter, through and including the Fiscal Year in which the Retail Rent Credit End Date occurs, in calculating the Retail Rent due under Section 3.05 of the Lease and for all other purposes under the Lease (including, without limitation, for the purposes of determining what is included in the Non-Office Rent Statement under Section 3.05(e) of the Lease and what payment is to be made in connection therewith), the Retail Percentage Rent shall be reduced, subject to Section 3.05(h) below, by the amount of the Parcel C Retail Rent Credit applicable to such Fiscal Year.

(h) Notwithstanding Section 3.05(g) above, if deducting the entire Parcel C Retail Rent Credit in any given Fiscal Year (other than the Fiscal Year in which the Retail Rent Credit End Date occurs) shall cause the Retail Percentage Rent to be less than the Basic Retail Rent, then the Retail Percentage Rent for such Fiscal Year shall only be reduced under Section 3.05(g) above by such portion of the Parcel C Retail Rent Credit as would cause the Percentage Retail Rent for such Fiscal Year to be equal to the Basic Retail Rent. The portion of the Parcel C Retail Rent Credit not deducted from the Percentage Retail Rent in any given Fiscal Year shall be automatically added to and deemed to be part of the Parcel C Retail Rent Credit for the following Fiscal Year; *provided, however*, that any portion of the Parcel C Retail Rent Credit for the Fiscal Year in which the Retail Rent Credit End Date occurs not deducted from the Percentage Retail Rent in such Fiscal Year shall be forfeited by Tenant.”

(f) The following is added to the end of Section 3.06(b) of the Original Lease:

“Notwithstanding the foregoing, in no event shall any certification or statement by the C.P.A., as described above, be required to include a certification or statement as to the Parcel C Retail Rent Credit, and the C.P.A. shall be entitled to make such assumptions and take such

exceptions as may be reasonably required to effectuate the foregoing. In any verification by Tenant as to its entitlement to, and the amount of, the Parcel C Retail Rent Credit, Tenant shall be entitled to rely on information (or reporting) by the Tower B Severance Lease Tenant and the Tower D Severance Lease Tenant (to the extent the same relates to elements of the determination of the Parcel C Retail Rent Credit that are based on revenues and costs incurred with respect to Parcel B or D or events occurring therein) without Tenant being required to verify the same. However, nothing herein is intended to limit Landlord's right to dispute the use of an element of the determination of the Parcel C Retail Rent Credit that is based on revenues and costs incurred with respect to Parcel B or D or events occurring therein, where the information establishing such revenues and costs is not prepared and verified in accordance with the requirements of the Tower B Severance Lease or Tower D Severance Lease, as the case may be, applicable thereto. As an example of the foregoing, if the information related to Parcel B that was used by Tenant to calculate the Applicable Retail Percentage in its verification of the amount of the Parcel C Retail Rent Credit in any Fiscal Year it is reporting is never prepared and verified by the Tower B Severance Lease Tenant in accordance with Section 3.06(b) of the Tower B Severance Lease, then Landlord may dispute Tenant's determination of the Parcel C Retail Rent Credit in such Fiscal Year on that basis, and the determination of the correct amount of the Parcel C Retail Rent Credit in such Fiscal Year as to that element shall be based on the eventual resolution of the dispute between Landlord and the Tower B Severance Lease Tenant as to the amount of "Gross Retail Revenue" and "Retail Percentage Rent" (as such terms are defined in the Tower B Severance Lease) in such Fiscal Year based on which the "Retail Rent" (as such term is defined in the Tower B Severance Lease) in such Fiscal Year should be paid by the Tower B Severance Lease Tenant."

8. Parcel C Retail Rent Credit.

(a) (i) The Trigger Notice shall include a certificate from either (I) the Tower B Severance Lease Tenant, the BFP TIC Party and the Tower D Severance Lease Tenant, collectively, or (II) BFP, on their behalf, executed by an officer of such party (or an officer of a direct or indirect partner or member of such party who is authorized to act on behalf of such party), as to (i) the amount of Project Costs incurred (whether or not then paid) on or prior to the Trigger Date and the BFP TIC Party's calculation of the Initial Amortized Amount based thereon ("**Tenant's Initial Determination**") and the BFP TIC Party shall attach thereto invoices or other reasonable evidence of such Project Costs and (ii) (A) the leases to third parties that are then in effect which demise space within the Project Space, which space has been opened for business to the general public, (B) the Net Rentable Square Footage within the Project Space of each such space and (C) the date such space opened for business to the general public. The Trigger Notice shall also specify the portion of the aggregate Project Costs set forth in Tenant's Initial Determination that was incurred with respect to (1) space in the Buildings, (2) space in

the “Buildings” (as defined in the Tower B Severance Lease) and (3) space in the “Buildings” (as defined in the Tower D Severance Lease) (the “**Trigger Notice Allocation**”); it being acknowledged that all of the Project Costs set forth in Tenant’s Initial Determination shall be so allocated.

(ii) Landlord shall have the right, within one hundred twenty (120) days after delivery of the Trigger Notice, to dispute, by written notice to BFP TIC Party, whether the Trigger Date has occurred, the date thereof, the Tenant’s Initial Determination and/or the Trigger Notice Allocation, provided that any such written notice (“**Landlord’s Initial Objection Notice**”) of dispute shall, (x) if such dispute is as to whether the Trigger Date has occurred, or the date thereof, set forth in reasonable detail Landlord’s reasons for objecting thereto, (y) if such dispute is as to the Tenant’s Initial Determination, set forth in reasonable detail Landlord’s objections to any items of Project Costs used to calculate the same and Landlord’s calculations of the Initial Amortized Amount and/or (z) if such dispute is as to the Trigger Notice Allocation, set forth in reasonable detail Landlord’s objections to such allocation, in whole or in part, of any item of Project Costs and, if so disputed, how such disputed item of Project Costs (or part thereof) should instead be allocated and the reasons therefor; *provided, however*, that Landlord’s dispute shall in no event result in less than all of the Project Costs being fully allocated among the Parcels. If Landlord does not timely deliver Landlord’s Initial Objection Notice as set forth above, then any one or more of the BFP TIC Party, the Tower B Severance Lease Tenant, the Tower D Severance Lease Tenant or BFP shall have the right to deliver to Landlord a follow-up notice (the “**Follow-Up Trigger Notice**”) which shall attach a copy of the Trigger Notice and shall clearly state that failure of Landlord to object to whether the Trigger Date has occurred, the date thereof, the Tenant’s Initial Determination or the Trigger Notice Allocation, in each case as is set forth in the Trigger Notice, within thirty (30) days after delivery of the Follow-Up Trigger Notice shall result in Landlord’s waiver of the right to object to the determination as set forth in the Trigger Notice as to whether the Trigger Date has occurred, the date thereof, the Tenant’s Initial Determination and/or the Trigger Notice Allocation, as the case may be. If Landlord does not deliver Landlord’s Initial Objection Notice within thirty (30) days after delivery of the Follow-Up Trigger Notice, (I) the Trigger Date shall be deemed to have occurred on the date set forth therefor in the Trigger Notice, (II) Landlord shall be deemed to have waived its right to object to the Tenant’s Initial Determination and the Trigger Notice Allocation, (III) the Tenant’s Initial Determination shall constitute (aa) the amount described in clause (x) of the definition of Initial Amortized Amount for all purposes under this Amendment (but as if the reference in said clause (x) to Landlord’s dispute right was not contained therein) and (bb) the amount described in clause (i)(y) of the definition of Project Costs Percentage and (IV) the amount of Project Costs allocated to space in the Buildings in the Trigger Notice Allocation shall constitute the amount described in clause (i)(x) of the definition of Project Costs Percentage.

(iii) If Landlord’s Initial Objection Notice is timely delivered and Landlord does not dispute therein that the Trigger Date has occurred, then the Trigger Date shall be deemed to have occurred. If Landlord’s Initial Objection Notice is timely delivered and Landlord does not dispute therein the date that the Trigger Date has

occurred, then the Trigger Date shall be deemed to have occurred on the date so determined by BFP TIC Party as set forth in the Trigger Notice. If Landlord's Initial Objection Notice is timely delivered and Landlord does not dispute therein any items of Project Costs included in the Tenant's Initial Determination, Landlord shall be deemed to have waived its right to object to such items of Project Costs and such items of Project Costs shall be deemed to be included in any calculation of the Initial Amortized Amount and of the Project Costs Percentage, in each case, for all purposes under this Amendment. If Landlord's Initial Objection Notice is timely delivered and Landlord does not dispute therein the allocation, in whole or in part, of any items of Project Costs in the Trigger Notice Allocation, such items of Project Costs shall be deemed allocated among the Parcels as set forth in the Trigger Notice Allocation for purposes of the definition of Project Costs Percentage and Landlord shall be deemed to have waived its right to object to such allocation.

(iv) If Landlord timely delivers Landlord's Initial Objection Notice as set forth above, the parties shall diligently negotiate in good faith to resolve their dispute for a period of sixty (60) days following delivery thereof. If the parties do not resolve their dispute within such sixty (60) day period, the dispute shall be considered a dispute covered by Section 3.06(g) of the Lease and, accordingly, determined by arbitration in accordance with Article 36 of the Lease.

(v) If Landlord disputes and is successful in such dispute (whether by agreement of the parties thereto or by arbitration) the amount of Project Costs allocated to space in the "Buildings" (as defined in the Tower B Severance Lease) as set forth in the "Trigger Notice Allocation" (as defined the Tower B Severance Lease), then Landlord shall promptly notify the BFP TIC Party thereof and the amount thereof that should be allocated to Building C pursuant to "Landlord's Initial Objection Notice" (as defined in the Tower B Severance Lease) (or as otherwise determined to be properly allocated to Building C pursuant to such agreement or arbitration) shall automatically be added to the amount set forth in clause (i)(x) of the definition of Project Costs Percentage (including for purposes of recalculating any Retail Rent previously paid). If Landlord disputes and is successful in such dispute (whether by agreement of the parties thereto or by arbitration) the amount of Project Costs allocated to space in the "Buildings" (as defined in the Tower D Severance Lease) as set forth in the "Trigger Notice Allocation" (as defined the Tower D Severance Lease), then Landlord shall promptly notify the BFP TIC Party thereof and the amount thereof that should be allocated to Building C pursuant to "Landlord's Initial Objection Notice" (as defined in the Tower D Severance Lease) (or as otherwise determined to be properly allocated to Building C pursuant to such agreement or arbitration) shall automatically be added to the amount set forth in clause (i)(x) of the definition of Project Costs Percentage (including for purposes of recalculating any Retail Rent previously paid).

(b) (i) The BFP TIC Party may, but shall not be required to, send Landlord a written notice ("**Tenant's Secondary Notice**") of the BFP TIC Party's calculation of the Secondary Amortized Amount ("**Tenant's Secondary Determination**"), which shall include a certificate of either (I) the Tower B Severance Lease Tenant, the BFP TIC Party and the Tower D Severance Lease Tenant, collectively, or (II) BFP on their behalf,

executed by an officer of such party (or an officer of a direct or indirect partner or member of such party who is authorized to act on behalf of such party), as to the amount of Project Costs incurred (whether or not then paid) after the Trigger Date (and, to the extent not previously included in the Initial Amortized Amount, prior to the Trigger Date) through and including the date that is eighteen (18) months after the Trigger Date (or through and including such earlier date on which Tenant's Secondary Notice is delivered), such calculation to be based on such certification of Project Costs, and the BFP TIC Party shall attach thereto invoices or other reasonable evidence of such Project Costs. The Tenant's Secondary Notice shall also specify the portion of the aggregate Project Costs set forth in the Tenant's Secondary Determination that was incurred with respect to (1) space in the Buildings, (2) space in the "Buildings" (as defined in the Tower B Severance Lease) and (3) space in the "Buildings" (as defined in the Tower D Severance Lease) (the "**Secondary Notice Allocation**"); it being acknowledged that all of the Project Costs set forth in Tenant's Secondary Determination shall be so allocated.

(ii) Landlord shall have the right, within one hundred twenty (120) days after delivery of the Tenant's Secondary Notice, to dispute, by written notice to the BFP TIC Party, the Tenant's Secondary Determination and/or the Secondary Notice Allocation, provided that any such written notice ("**Landlord's Secondary Objection Notice**") of dispute (x) if such dispute is as to the Tenant's Secondary Determination, shall set forth in reasonable detail Landlord's objections to any items of Project Costs used to calculate the same and Landlord's calculations of the Secondary Amortized Amount and/or (y) if such dispute is as to the Secondary Notice Allocation, set forth in reasonable detail Landlord's objections to such allocation, in whole or in part, of any item of Project Costs set forth in the Tenant's Secondary Determination and, if so disputed, how such disputed item of Project Costs (or part thereof) should instead be allocated and the reasons therefor; *provided, however*, that Landlord's dispute shall in no event result in less than all of the Project Costs set forth in the Tenant's Secondary Determination being fully allocated among the Parcels. If Landlord does not timely deliver Landlord's Secondary Objection Notice as set forth above, then any one or more of the BFP TIC Party, the Tower B Severance Lease Tenant, the Tower D Severance Lease Tenant or BFP shall have the right to deliver to Landlord a follow-up notice ("**Tenant's Follow-Up Secondary Notice**") which shall attach a copy of the Tenant's Secondary Notice and shall clearly state that failure of Landlord to object to the Tenant's Secondary Determination or the Secondary Notice Allocation, in each case as set forth in the Tenant's Secondary Notice within thirty (30) days after the delivery of the Tenant's Follow-Up Secondary Notice shall result in Landlord's waiver of the right to object to the Tenant's Secondary Determination and/or the Secondary Notice Allocation, as the case may be, as set forth in the Tenant's Secondary Notice. If Landlord does not deliver Landlord's Secondary Objection Notice within thirty (30) days after the delivery of the Tenant's Follow-Up Secondary Notice, (I) Landlord shall be deemed to have waived its right to object to the Tenant's Secondary Determination and the Secondary Notice Allocation, (II) the Tenant's Secondary Determination shall constitute (aa) the amount described in clause (i) of the definition of Secondary Amortized Amount for all purposes under this Amendment, (but as if the reference in said clause (i) to Landlord's dispute right was not contained therein), although the inclusion of such amount therein shall continue to remain subject to the second proviso contained in said clause (i) and (bb) the

amount described in clause (ii)(y)(B) of the definition of Project Costs Percentage and (III) the amount of Project Costs allocated to space in the Buildings in the Secondary Notice Allocation shall constitute the amount described in clause (ii)(x)(B) of the definition of Project Costs Percentage.

(iii) If Landlord's Secondary Objection Notice is timely delivered and Landlord does not dispute therein any items of Project Costs included in the Tenant's Secondary Determination, Landlord shall be deemed to have waived its right to object to such items of Project Costs and such items of Project Costs shall be deemed to be included in any calculation of the Secondary Amortized Amount and of the Project Costs Percentage, in each case for all purposes under this Amendment. If Landlord's Secondary Objection Notice is timely delivered and Landlord does not dispute therein the allocation, in whole or in part, of any items of Project Costs in the Secondary Notice Allocation, such items of Project Costs shall be deemed allocated among the Parcels as set forth in the Secondary Notice Allocation for purposes of the definition of Project Costs Percentage and Landlord shall be deemed to have waived its right to object to such allocation.

(iv) If Landlord timely delivers Landlord's Secondary Objection Notice as set forth above, the parties shall diligently negotiate in good faith to resolve their dispute for a period of sixty (60) days following delivery thereof. If the parties do not resolve their dispute within such sixty (60) day period, the dispute shall be considered a dispute covered by Section 3.06(g) of the Lease and, accordingly, determined by arbitration in accordance with Article 36 of the Lease.

(v) If Landlord disputes and is successful in such dispute (whether by agreement of the parties thereto or by arbitration) the amount of Project Costs allocated to space in the "Buildings" (as defined in the Tower B Severance Lease) as set forth in the "Secondary Notice Allocation" (as defined the Tower B Severance Lease), then Landlord shall promptly notify the BFP TIC Party thereof and the amount thereof that should be allocated to Building C pursuant to "Landlord's Secondary Objection Notice" (as defined in the Tower B Severance Lease) (or as otherwise determined to be properly allocated to Building C pursuant to such agreement or arbitration) shall automatically be added to the amount set forth in clause (ii)(x)(B) of the definition of Project Costs Percentage (including for purposes of recalculating any Retail Rent previously paid). If Landlord disputes and is successful in such dispute (whether by agreement of the parties thereto or by arbitration) the amount of Project Costs allocated to space in the "Buildings" (as defined in the Tower D Severance Lease) as set forth in the "Secondary Notice Allocation" (as defined the Tower D Severance Lease), then Landlord shall promptly notify the BFP TIC Party thereof and the amount thereof that should be allocated to Building C pursuant to "Landlord's Secondary Objection Notice" (as defined in the Tower D Severance Lease) (or as otherwise determined to be properly allocated to Building C pursuant to such agreement or arbitration) shall automatically be added to the amount set forth in clause (ii)(x)(B) of the definition of Project Costs Percentage (including for purposes of recalculating any Retail Rent previously paid).

(c) The BFP TIC Party shall keep and maintain (or shall cause its Affiliates to keep and maintain) at an office located in New York City books and records related to the incurring of its Project Costs, including, without limitation, copies of agreements with contractors, subleases and brokerage agreements. Unless consented to by Landlord, such books and records shall not be destroyed or disposed of prior to the expiration of the period for Landlord to deliver Landlord's Initial Objection Notice or Landlord's Secondary Objection Notice pursuant to Sections 8(a) or 8(b) above, as may be applicable to such books and records, and if Landlord timely delivers Landlord's Initial Objection Notice and/or Landlord's Secondary Objection Notice in accordance with Sections 8(a) or 8(b) above, as applicable, and such dispute relates to an item covered by such books and records, then for such additional period until such dispute is resolved in accordance with the Lease. During the additional period described in the preceding sentence, Landlord or its representatives, shall have the right during regular business hours, on not less than ten (10) days notice to the BFP TIC Party, to examine, audit and/or photocopy all such books and records.

9. Confirmatory Amendment. If at any time any one or more of (i) the Initial Amortized Amount, (ii) the Secondary Amortized Amount, (iii) the Project Costs Percentage, (iv) the dates for any increase in Additional Basic Retail Rent Amount pursuant to the proviso in the definition thereof, (v) the Retail Rent Credit Commencement Date, (vi) the Retail Rent Credit End Date and/or (vii) the Amortized Amount has been determined and is not subject to further dispute in accordance with the terms of this Amendment, then, upon request of either Landlord or Tenant at any time or from time to time, Landlord and Tenant shall execute and exchange one or more amendments to the Lease setting forth any such date, percentage or amount then so determined; *provided, however*, that the failure to execute and deliver such amendments shall not affect the determination of any such date, percentage or amount in accordance with the terms of this Amendment, including, without limitation, the dispute provisions contained herein. Any such amendment shall be in form and substance reasonably satisfactory to both Landlord and Tenant.

10. Inclusion in Rent Dispute Procedures. Section 3.06(g) of the Original Lease is hereby amended by adding after the words "Gross Retail Revenue," wherever such term shall appear in said Section 3.06(g) the words "Amortized Amount, Applicable Retail Percentage, Project Costs Percentage, Aggregate Retail Rent Credit, Parcel C Retail Rent Credit."

11. BFP TIC Party Retail Rent Reporting. Notwithstanding anything to the contrary contained in the Original Lease or elsewhere in this Amendment, the following shall apply with respect to each Fiscal Year or portion thereof starting with the Fiscal Year ending on December 31, 2013 (or, with respect to the monthly reporting referred to in Section 11(a) below, starting June 1, 2013) and continuing through the remainder of the Term (or, if the Reporting Reversion Date shall occur, until the Reporting Reversion Date):

(a) The BFP TIC Party, and not Tenant, shall be the Person responsible under the Lease (i) to pay the monthly installments of Retail Rent in accordance with Section 3.05(d) of the Lease, (ii) to certify, in accordance with Section 3.05(d) of the Lease, the number of Net Rentable Square Feet then being used for Retail purposes (which certification shall be made by any responsible officer of the BFP TIC Party that is at least

a Treasurer or Vice President for finance of the BFP TIC Party (or of any direct or indirect general partner or managing member thereof acting on its behalf), which certification will include any Net Rentable Square Feet being used for Retail Purposes in the “Amex Space” or the “Common Facilities” (as each such term is defined in the TIC Agreement) and (iii) to deliver the statement from a licensed professional engineer or registered architect required to be delivered under Section 3.05(d) in connection with any certification delivered pursuant to clause (ii) above. For the avoidance of doubt, it is acknowledged that Tenant shall continue to be the Person responsible under the Lease (x) to pay monthly installments of Other Rent, in accordance with Section 3.05(d) of the Lease (it being acknowledged that, as between the Co-Tenants, any such payment shall be subject to reimbursement by the Co-Tenants in accordance with the TIC Agreement), (y) to certify the number of Net Rentable Square Feet then being used for Other purposes, in accordance with Section 3.05(d) of the Lease, and (z) to deliver any statement from a licensed professional engineer or registered architect required to be delivered under Section 3.05(d) of the Lease in connection with such certification.

(b) Whenever the term “Non-Office Rent Statement” is used in the Lease, it shall be deemed to refer to the Retail Rent Statement and/or the Other Rent Statement, as may be applicable. The BFP TIC Party, and not Tenant, shall be the Person responsible under the Lease (i) to prepare and verify (which verification shall be made by any responsible officer of the BFP TIC Party that is at least a Treasurer or Vice President for finance of the BFP TIC Party (or of any direct or indirect general partner or managing member thereof acting on its behalf)) the Retail Rent Statement in accordance with Sections 3.05(e) and 3.06(b) of the Lease and (ii) to deliver to Landlord the Retail Rent Statement and pay the positive difference between the Retail Percentage Rent and the Basic Retail Rent, if any, in accordance with Section 3.05(e) of the Lease. A C.P.A. selected by the BFP TIC Party and satisfying the requirements of clause (x) or (y) of Section 3.06(b) of the Lease shall certify the Retail Rent Statement in accordance with Section 3.06(b) of the Lease. For the avoidance of doubt, it is acknowledged that Tenant shall continue to be the Person responsible under the Lease (i) to prepare and verify the Other Rent Statement in accordance with Section 3.06(b) of the Lease and (ii) to deliver the Other Rent Statement and pay the positive difference between the Other Percentage Rent and the Other Retail Rent, if any, in accordance with Section 3.05(e) of the Lease (it being acknowledged that, as between the Co-Tenants, any such payment shall be subject to reimbursement by the Co-Tenants in accordance with the TIC Agreement). A C.P.A. selected by Tenant and satisfying the requirements of clause (x) or (y) of Section 3.06(b) of the Lease shall continue to certify the Other Rent Statement in accordance with Section 3.06(b) of the Lease. Without limiting the generality of the foregoing, Landlord and Tenant acknowledge and agree that references in the Lease to verification by Tenant with respect to Retail Rent and the elements thereof shall refer to verification by the BFP TIC Party and the BFP TIC Party shall be the party entitled to rely on information (or reporting) by the Tower B Severance Lease Tenant and the Tower D Severance Lease Tenant to the same extent that Tenant is entitled to so rely thereon. Additionally, Landlord acknowledges that where the tenant under another Severance Lease is entitled to rely on the reporting of Tenant under this Lease, such tenant shall also be entitled to rely on reporting by the BFP TIC Party hereunder.

(c) The BFP TIC Party, instead of Tenant, would be the Person having the right, authority or obligation (as the case may be) under the Lease to dispute Retail Rent or any element thereof (including to arbitrate the same as if it were Tenant), keep all books and records required to be kept under the Lease with respect to Gross Retail Revenue, allow such books and records to be audited as provided in Section 3.06(a), pay all deficiencies, interest, costs and expenses to be paid under Section 3.06(c) of the Lease with respect to the Retail Rent following an audit (subject to the time limitations contained in Section 3.06(a) with respect thereto) or under Section 3.06(g) or Article 36 of the Lease as a result of a dispute (including an arbitration) with respect to Retail Rent or any element thereof reported by the BFP TIC Party and make all decisions with respect to the Retail Rent Credit. In furtherance of the foregoing, it is acknowledged and agreed that the reference in Section 3.06(g) of the Lease (i) to Tenant's determination of Gross Retail Revenue, Amortized Amount, Applicable Retail Percentage, Project Costs Percentage, Aggregate Retail Rent Credit, Parcel C Retail Rent Credit, Gross Revenue Exclusion (as it relates to the calculation of Retail Rent), Building Standard Improvements (as it relates to the calculation of Retail Rent) and/or fair market rental value (as it relates to the calculation of Retail Rent) prevailing during a dispute and Tenant paying Retail Rent based upon such determination, shall refer instead to the BFP TIC Party's determination of such items and the BFP TIC Party paying Retail Rent based upon such determination and (ii) to Tenant not paying any amount payable under Section 3.06(c) disputed by Tenant, shall refer in the case of Retail Rent deficiencies, and any interest of expenses in connection therewith, to a dispute thereof by the BFP TIC Party.

(d) In no event shall any BFP Retail Rent Default be deemed a Default or an Event of Default under the Lease and Landlord shall not be entitled to exercise any remedies set forth in Article 24 of the Lease in connection with any BFP Retail Rent Default. Without limiting the generality of the foregoing, in no event shall Tenant (or any of its co-tenants, other than the BFP TIC Party) have any payment obligations or liability under the Lease (and such co-tenant's leasehold estate shall not be subject to termination, forfeiture or lien) by reason of a BFP Retail Rent Default, nor shall any of Tenant's rights under the Lease be affected thereby. The foregoing is not intended to limit the right of Landlord (i) to proceed against the BFP TIC Party (but not against Tenant or any other Co-Tenant (other than the BFP TIC Party)) by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by the BFP TIC Party of any one or more of the terms, conditions, covenants or agreements to be observed or performed by the BFP TIC Party under this Section 11, including any obligation under Sections 3.05 and 3.06 of the Lease that the BFP TIC Party has agreed to observe or perform under this Section 11, and/or to recover damages from the BFP TIC Party for breach thereof (including, for the avoidance of doubt, all costs and expenses, including, without limitation, reasonable attorneys' fees, as described in the Lease) or (ii) to draw on the BFP TIC Party Letter of Credit and apply the BFP TIC Party Cash Security in accordance with the terms and conditions of Section 11(e)(ii) below.

(e) The BFP TIC Party shall deliver to Landlord within ten (10) Business Days after the date of this Amendment (the "Security Delivery Date") and thereafter shall maintain with Landlord, as security for the performance of the terms, conditions, covenants and agreements to be observed or performed by the BFP TIC Party under this

Section 11 either (x) a cash deposit (the **“BFP TIC Party Cash Security”**) or (y) a clean, irrevocable, unconditional letter of credit (the **“BFP TIC Party Letter of Credit”**) issued or confirmed by a commercial bank or other financial institution reasonably satisfactory to Landlord, in each case, in an amount equal to the Basic Retail Rent for Fiscal Year 2013, which amount shall be increased or decreased, as applicable, on or prior to the date which is thirty (30) days after the delivery by the BFP TIC Party of the Retail Rent Statement with respect to Fiscal Year 2013 or the applicable subsequent Fiscal Year (each, a **“BFP TIC Party Security Change Date”**) to an amount equal to the greater of (A) the Basic Retail Rent for the Fiscal Year in which such BFP TIC Party Security Change Date occurs and (B) one hundred and ten percent (110%) of the Retail Percentage Rent (after taking into account the Parcel C Retail Rent Credit, if applicable) for the Fiscal Year set forth on such Retail Rent Statement (the greater of (A) and (B), the **“BFP TIC Party Security Amount”**). Landlord acknowledges that Deutsche Bank AG, New York Branch is (for the purposes of the initial BFP TIC Party Letter of Credit), and any bank or other financial institution with a long-term credit rating of “A” or better from Standard & Poor’s Ratings Service (or its successor) or a comparable long-term credit rating from another nationally-recognized statistical rating agency shall be, deemed satisfactory to Landlord. Any BFP TIC Party Letter of Credit and any BFP TIC Party Cash Security are collectively referred to herein as the **“BFP TIC Party Security”**.

(i) Any BFP TIC Party Cash Security shall be held by Landlord in an interest-bearing account at JPMorgan Chase Bank, National Association, Citibank, N.A. or other bank reasonably satisfactory to the BFP TIC Party. Any BFP TIC Party Letter of Credit (x) shall provide that it is assignable by the Landlord without charge and (y) shall have an expiry date of not less than two (2) years from its issuance (except such letter of credit may provide that it can expire earlier upon not less than 30 days notice to BPCA of such earlier expiry date). If the BFP TIC Party Letter of Credit is not renewed or replaced with other BFP TIC Party Security meeting the requirements of this Section 11(e) at least thirty (30) days prior to the expiry date thereof, then Landlord may draw upon the BFP TIC Party Letter of Credit and shall hold the proceeds thereof as BFP TIC Cash Security hereunder. The BFP TIC Party shall have the right at any time, and from time to time, to substitute a new BFP TIC Party Letter of Credit or BFP TIC Party Cash Security meeting the requirements of this Section 11(e) for any BFP TIC Party Security it has previously provided hereunder and Landlord shall reasonably cooperate, at the BFP TIC Party’s sole cost and expense, with any such substitution.

(ii) Upon the occurrence and during the continuance of a BFP Retail Rent Payment Default, Landlord may, but shall not be obligated to, provide a five (5) Business Day notice to the BFP TIC Party that it intends to draw on the BFP TIC Party Letter of Credit and apply the amount so drawn to the defaulted payment obligation that caused such BFP Retail Rent Payment Default or apply the BFP TIC Party Cash Security to the defaulted payment obligation that caused such BFP Retail Rent Payment Default, as the case may be, and after the fifth (5<sup>th</sup>) Business Day after such notice, Landlord may, but shall not be obligated to, draw on the BFP TIC Party Letter of Credit in an amount equal to the amount of such

defaulted payment obligation that caused such BFP Retail Rent Payment Default and apply such drawn amount to the payment thereof or apply the BFP TIC Party Cash Security to the payment thereof, unless either: (I) the BFP TIC Party has cured such BFP Retail Rent Payment Default prior to the date of such draw or application, as applicable, or (II) prior to the date of such draw or application, as applicable, the BFP TIC Party has notified Landlord that such unpaid amount is the subject of a dispute between Landlord and the BFP TIC Party and the BFP TIC Party has elected to pay Retail Rent in accordance with the BFP TIC Party's determination of Retail Rent, as provided in Section 3.06(g) of the Lease, provided that, if the BFP TIC Party acts under clause (II) above, then, as provided in Section 3.06(g) of the Lease, if the arbitration determines there has been an underpayment of Retail Rent, the BFP TIC Party shall be responsible for payment thereof, together with interest thereon as provided in Section 3.06(g) of the Lease, and if the BFP TIC Party shall thereafter fail to pay such underpayment or interest thereon within ten (10) Business Days after demand therefor, Landlord may draw on the BFP TIC Party Letter of Credit or apply the BFP TIC Party Cash Security, as the case may be, to pay the same.

(iii) The BFP TIC Party Security shall serve only as security for the BFP TIC Party's obligations under this Section 11, including any obligation under Sections 3.05 and 3.06 of the Lease that the BFP TIC Party has agreed to observe or perform under this Section 11, and in no event shall such BFP TIC Party Security be drawn on or used by Landlord for any other purpose.

(iv) The provisions of this Section 11 shall not be of any force and effect unless and until the BFP TIC Party delivers to Landlord the initial BFP TIC Party Security required under this Section 11(e). Landlord, at any time after delivery of such BFP TIC Party Security, upon request of the BFP TIC Party, shall acknowledge receipt thereof, and accordingly, the effectiveness of the provisions of this Section 11.

12. Retail Rent Reversion (a) If either (i) Landlord draws on the BFP TIC Party Letter of Credit or applies the BFP TIC Party Cash Security in accordance with Section 11(e) above and the BFP TIC Party then fails to replenish such BFP TIC Party Security for the amount so drawn or applied within ten (10) Business Days (or such additional time as may be reasonably required to diligently secure a replacement BFP TIC Party Letter of Credit but in no event exceeding thirty (30) days in the aggregate) after notice from Landlord (which notice shall be delivered simultaneously to the BFP TIC Party and Amex), (ii) on any BFP TIC Party Security Change Date, the BFP TIC Party Security Amount increases above the amount of BFP TIC Party Security then maintained hereunder, and the BFP TIC Party fails to deposit with Landlord additional BFP TIC Party Security that causes the total amount of BFP TIC Party Security maintained hereunder to be at least equal to the BFP TIC Party Security Amount required as of such BFP TIC Party Security Change Date within ten (10) Business Days (or such additional time as may be reasonably required to diligently secure a replacement BFP TIC Party Letter of Credit but in no event exceeding thirty (30) days in the aggregate) after notice from Landlord (which notice shall be delivered simultaneously to the BFP TIC Party and Amex) or (iii) the BFP TIC Party fails to timely deliver a required Retail Rent Statement and such failure shall continue

for a period of thirty (30) days after written notice thereof by Landlord (which notice shall be delivered simultaneously to the BFP TIC Party and Amex) specifying such failure and referencing Landlord's right to deliver a Reversion Notice (as defined below) and if the BFP TIC Party shall fail to make such delivery within such thirty (30) day period, then, unless the failure described in clause (i), (ii) or (iii) above, as applicable, has been cured before the delivery of the Reversion Notice, Landlord may, but shall not be obligated to, send written notice to Tenant (a "**Reversion Notice**") that the circumstances described in clause (i), (ii) or (iii) above, as applicable, have occurred and Landlord has elected that the reporting and payment of Retail Rent revert to Tenant. If Landlord delivers a Reversion Notice, then the obligation to deliver the Retail Rent Statement and pay Retail Rent (and each installment thereof) for each Fiscal Year (or portion thereof) subsequent thereto shall revert to Tenant, and the BFP TIC Party shall not be a party permitted to prepare, verify, certify or deliver on behalf of Tenant any required reporting with respect to Retail Rent and to make payments on account thereof on behalf of Tenant.

(b) From and after the date on which the Reversion Notice is given to Tenant (i.e., from and after the occurrence of the Reporting Reversion Date under clause (i) of the definition thereof), any undrawn or unapplied, as applicable, portion of the BFP TIC Party Security shall be applied by Landlord (i) first, to the defaulted payment obligation that caused any then existing BFP Retail Rent Payment Default, if any, and (ii) second, to any Retail Rent payment obligation of Tenant thereafter next coming due under the Lease. Upon the occurrence of the date on which Tenant is no longer a tenancy-in-common (including, without limitation, by reason of the conversion of Parcel C and the improvements thereon to a condominium form of ownership, subject to the provisions of Section 19, in which event it is acknowledged that no letter of credit or other security deposit shall be required in connection with any retail percentage rent or other rental payable under the BFP Unit Lease) (i.e., upon the occurrence of the Reporting Reversion Date under clause (ii) of the definition thereof) any unapplied portion of the BFP TIC Party Security shall be returned to the BFP TIC Party upon the settlement of any outstanding Retail Rent payments.

(c) If the Reporting Reversion Date shall occur by reason of the events described in clause (i) of the definition thereof (i.e., a Reversion Notice is given to Tenant), then Tenant shall be given sufficient time (subject to Tenant proceeding with reasonable diligence to gather the required information) from and after the Reporting Reversion Date, with respect to any outstanding reporting for any past period(s) to gather the information necessary for it to provide the required reporting for such period(s).

(d) Any position taken by the BFP TIC Party in its reporting, or in any dispute with Landlord referenced in Section 11 above, shall not be binding on Tenant (or the tenants under the Unit Leases in the event of the conversion of Parcel C and the improvements thereon to a condominium form of ownership, subject to Section 19 hereof) in reporting other elements of Rental and shall not have any evidentiary value in establishing the proper method of reporting by Tenant with respect to any other item of Rental (including Other Rent or Net Fixed Rent) or in any other reporting by Tenant or in any dispute with Tenant. Any position taken by Tenant in its reporting, or in any dispute with Landlord with respect to any item of Rental (including reporting by Tenant of Retail Rent for years that Tenant reported Retail Rent), shall not be binding on the BFP TIC

Party in its reporting of the elements of Retail Rent and shall not have any evidentiary value in establishing the proper method of reporting by the BFP TIC Party with respect to Retail Rent or in any dispute with the BFP TIC Party regarding the amount of Retail Rent. Landlord acknowledges that as a result of the foregoing, reporting by the BFP TIC Party and by Tenant may differ in its treatment of similar items of revenue, expense or otherwise.

13. Post Reversion TIC Security Deposit.

(a) The provisions of this Section 13 are intended to reflect the agreement between Amex, as the Managing Co-Tenant under the TIC Agreement (the “**Managing Co-Tenant**”), and the BFP TIC Party with respect to the provision by the BFP TIC Party of a security deposit relating to the Retail Rent in the circumstances set forth below, but are not intended to be for the benefit of Landlord, and Landlord shall have no rights or remedies as a result of any breach or default under, or failure to meet any condition under, this Section 13 and in no event shall any failure to comply with any of the terms, covenants or conditions of this Section 13 create a Default or an Event of Default under the Lease or limit the exercise of any other right or remedy of Tenant (or, if applicable, the Managing Co-Tenant or the BFP TIC Party) hereunder or with respect hereto and Landlord shall not have any rights to enforce the provisions of this Section 13. In furtherance of the foregoing, it is acknowledged that the Managing Co-Tenant and BFP TIC Party may amend, modify or terminate the terms and conditions of this Section 13 without the consent of Landlord (or any Person claiming by, through or under Landlord) and the Managing Co-Tenant and BFP TIC Party shall each be entitled to waive the obligations of the other under this Section 13 without the consent of Landlord (or any Person claiming by, through or under Landlord). Without limiting the generality of the foregoing, it is acknowledged and agreed that in no event shall Landlord have the right to terminate the Lease as a result of any breach or default under, or failure to meet any condition under, this Section 13.

(b) If the Reporting Reversion Date shall occur by reason of the events described in clause (i) of the definition thereof (*i.e.*, a Reversion Notice is given to Tenant), then, the BFP TIC Party shall deliver to the Managing Co-Tenant within ten (10) Business Days after the date the Reversion Notice is given to Tenant and thereafter shall maintain with the Managing Co-Tenant, as security for the obligation of the BFP TIC Party to pay to the Managing Co-Tenant in accordance with the terms and conditions of the TIC Agreement the BFP TIC Party Post-Reversion Retail Rent Amount (as defined below) either (x) a cash deposit (the “**Post-Reversion Cash Security**”) or (y) a clean, irrevocable, unconditional letter of credit (the “**Post-Reversion Letter of Credit**”) issued or confirmed by a commercial bank or other financial institution reasonably satisfactory to the Managing Co-Tenant, in each case, in an amount equal to the BFP TIC Party Security Amount on the date the Reversion Notice is given, which amount shall be increased or decreased, as applicable, on or prior to the date which is thirty (30) days after the delivery by the Tenant of the Retail Rent Statement with respect to the Fiscal Year in which the Reversion Notice is given and every subsequent Fiscal Year (each, a “**Post-Reversion Security Change Date**”) to an amount equal to the greater of (A) the Basic Retail Rent in the Fiscal Year in which such Post-Reversion Security Change Date

occurs and (B) one hundred and ten percent (110%) of the Retail Percentage Rent (after taking into account the Parcel C Retail Rent Credit, if applicable) set forth on such Retail Rent Statement (the greater of (A) and (B), the “**Post-Reversion Security Amount**”). Managing Co-Tenant acknowledges that Deutsche Bank AG, New York Branch, and any bank or other financial institution with a long-term credit rating of “A” or better from Standard & Poor’s Ratings Service (or its successor or a comparable long-term credit rating from another nationally-recognized statistical rating agency) shall be deemed satisfactory to Managing Co-Tenant. Any Post-Reversion Letter of Credit and any Post-Reversion Cash Security are collectively referred to herein as the “**Post-Reversion Security**”.

(i) Any Post-Reversion Cash Security shall be held by Managing Co-Tenant in an interest-bearing account (provided that Managing Co-Tenant shall have no obligation whatsoever to obtain any particular interest rate) at JPMorgan Chase Bank, National Association, Citibank, N.A. or other bank reasonably satisfactory to the Managing Co-Tenant and the BFP TIC Party. Any Post-Reversion Letter of Credit (x) shall provide that it is assignable by the Managing Co-Tenant without charge, (y) shall have an expiry date of not less than one (1) year from its issuance and (z) shall provide that unless the issuer thereof shall provide notice to the beneficiary thereof not less than thirty (30) days prior to the then expiry date that it is not renewing such letter of credit, then such letter of credit shall automatically renew for an additional period of one-year. If the Post-Reversion Letter of Credit is not renewed or replaced with other Post-Reversion Security meeting the requirements of this Section 13(b) at least thirty (30) days prior to the expiry date thereof, then Managing Co-Tenant may draw upon the Post-Reversion Letter of Credit and shall hold the proceeds thereof as Post-Reversion Cash Security hereunder. The BFP TIC Party shall have the right at any time, and from time to time, to substitute a new Post-Reversion Letter of Credit or Post-Reversion Cash Security meeting the requirements of this Section 13(b) for any Post-Reversion Security it has previously provided hereunder and Managing Co-Tenant shall reasonably cooperate, at the BFP TIC Party’s sole cost and expense, with any such substitution.

(ii) Upon the occurrence and during the continuance of a default in the payment by the BFP TIC Party of any BFP TIC Party Post-Reversion Retail Rent Amount, Managing Co-Tenant may, but shall not be obligated to, provide a five (5) Business Day notice to the BFP TIC Party that it intends to draw on the Post-Reversion Letter of Credit and apply the amount so drawn to such defaulted BFP TIC Party Post-Reversion Retail Rent Amount payment obligation or apply the Post-Reversion Cash Security to such defaulted payment obligation, as the case may be, and after the fifth (5<sup>th</sup>) Business Day after such notice, Managing Co-Tenant may, but shall not be obligated to, draw on the Post-Reversion Letter of Credit in an amount equal to the amount of such defaulted BFP TIC Party Post-Reversion Retail Rent Amount and apply such drawn amount to the payment thereof or apply the Post-Reversion Cash Security to the payment thereof, unless the BFP TIC Party has cured the default in payment of such BFP TIC Party Post-

Reversion Retail Rent Amount prior to the date of such draw or application, as applicable.

(iii) If Managing Co-Tenant draws on the Post-Reversion Letter of Credit or applies the Post-Reversion Cash Security in accordance with Section 13(b)(ii) above, then the BFP TIC Party shall replenish such Post-Reversion Security for the amount so drawn or applied within ten (10) Business Days (or such additional time as may be reasonably required to diligently secure a replacement Post-Reversion Letter of Credit but in no event exceeding thirty (30) days in the aggregate) after notice from Managing Co-Tenant of such draw or application.

(iv) The Post-Reversion Security shall serve only as security for the BFP TIC Party's obligations to pay the BFP TIC Party Post-Reversion Retail Rent Amount under the TIC Agreement, as and when due thereunder, and in no event shall such BFP TIC Party Security be drawn on or used by Managing Co-Tenant for any other purpose except as provided in this Section 13(b).

(v) Landlord and Tenant shall, upon request of Tenant, amend the Lease to remove the provisions of this Section 13 therefrom, but the failure of Tenant to request the same or of Landlord and Tenant to enter into such amendment shall not affect the effectiveness of any agreement between the Managing Co-Tenant and the BFP TIC Party to terminate the obligation of the BFP TIC Party to provide the Post-Reversion Security.

(vi) As used herein, the term "**BFP TIC Party Post-Reversion Retail Rent Amount**" shall mean the amount that the BFP TIC Party is required to pay, from time to time, under the TIC Agreement in respect of Retail Rent (i.e., the Retail Rent payable for Parcel C less the amount Amex is responsible for in each Fiscal Year pursuant to the Second Amendment to TIC Agreement) with respect to Fiscal Years (or portions thereof) after the date the Reversion Notice is given to the BFP TIC Party, and after taking into account the provisions of Section 7 of the Second Amendment to TIC Agreement relating thereto, but only if such amount is not challengeable by the BFP TIC Party in accordance with Section 7(c)(ii)(1) of the Second Amendment to TIC Agreement.

14. 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 twenty-five thousand eight hundred eighty nine (25,889) 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 seventeen thousand nine hundred twenty-five (17,925) Net Rentable Square Feet of space in the Buildings (collectively, such forty-three thousand eight hundred fourteen (43,814) Net Rentable Square Feet, the “Retail Use Allocation”) may be used for 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 seventeen thousand nine hundred twenty-five (17,925) Net Rentable Square Feet of such Retail Use Allocation hereunder may be adversely affected if such conditions are not so satisfied."

15. Notices. Clauses (a) and (b) of Section 25.01 of the Original Lease are hereby deleted in their entirety and replaced with the following:

(a) if by Landlord, by mailing the same to Tenant by (x) certified or registered mail, postage prepaid, return receipt requested or (y) Federal Express or other nationally recognized overnight courier service, addressed to

(1) American Express Company  
Three World Financial Center  
200 Vesey Street  
New York, New York 10285  
Attention: S.V.P., Global Real Estate and Workplace Enablement

with a copy to

Sills Cummis & Gross, P.C.  
One Riverfront Plaza  
Newark, New Jersey 07102  
Attention: Mark S. Levenson, Esq.

and

(2) BFP Tower C Co. LLC  
c/o Brookfield Office Properties  
250 Vesey Street, 15th Floor  
New York, New York 10281  
Attention: Mitchell E. Rudin  
President and Chief Executive Officer, U.S. Commercial  
Operations

with copies to:

Brookfield Office Properties  
250 Vesey Street, 15th Floor  
New York, New York 10281  
Attention: General Counsel

and

Fried Frank Harris Shriver & Jacobson LLP  
One New York Plaza  
New York, New York 10004  
Attention: Joshua Mermelstein, Esq.

and/or to such other address(es) and attorneys as Tenant (or with respect to the parties set forth in clause (2) above, the BFP TIC Party) may from time to time designate by Notice given to Landlord by certified or registered mail as aforesaid, except that at no time shall Landlord be required to give, in the aggregate, more than six Notices or copies thereof; and

(b) if by Tenant, by mailing the same to Landlord by (x) certified or registered mail, postage prepaid, return receipt requested or (y) Federal Express or other nationally recognized overnight courier service, addressed to

Battery Park City Authority, d/b/a  
Hugh L. Carey Battery Park City Authority  
One World Financial Center, 24<sup>th</sup> Floor  
New York, New York 10281  
Attention: President

with a copy to:

Battery Park City Authority, d/b/a  
Hugh L. Carey Battery Park City Authority  
One World Financial Center, 24<sup>th</sup> Floor  
New York, New York 10281  
Attention: General Counsel

with a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022  
Attention: Chris Smith, Esq

and/or to such other address(es) and attorneys as Landlord may from time to time designate by Notice given to Tenant by certified or registered mail as aforesaid, except that at no time shall Tenant be required to give, in the aggregate, more than four Notices or copies thereof.

16. Tower D Retail Easement. (a) Clause 41.07(e) of the Original Lease is hereby deleted in its entirety and replaced with the following:

“Landlord and Tenant agree that Landlord shall have, and Landlord expressly reserves, (i) an exclusive easement in an area located at the southern side of the Premises, which easement area is designated as Easement no. 16 on the Parcel Lines Easement Plan and more particularly described in Attachment I to Exhibit “B”, for the construction, installation, ownership, operation, repair, maintenance, Restoration, control and use in such easement area of a portion of the Mechanical Penthouse located principally in Parcel B, together with a nonexclusive easement for access thereto through the Premises, (ii) an exclusive easement in the areas located at the western side of the Premises, which easement areas are designated as Easements no. 17A and no. 17B on the Parcel Lines Easement Plan and more particularly described in Attachment I to Exhibit “B”, for the construction, installation, ownership, operation, maintenance, repair, Restoration, control and use in such easement areas of a portion of the parking garage and garage air handling system located principally in Parcel D, together with a nonexclusive easement for access thereto through the Premises, provided that to the extent such access easement is used for (x) pedestrian ingress to and egress from such portion of the parking garage, such easement shall be limited to the public portions of the Premises and (y) vehicular ingress to and egress from such portion of the parking garage, such easement shall be limited to the public driveways on the Premises, and (iii) commencing as of the date of the RRP Amendment of Severance Lease (Tower C), an exclusive easement (the “Tower D Retail Easement”) in the areas located on western side of the +12.5 level of Parcel C and the western side of the +32 level of Parcel C, which easement areas are designated as the “Tower D Easement” on both the Level +12.5 drawing annexed as Exhibit A to the RRP Amendment of Severance Lease (Tower C) and the Level +32 drawing annexed as Exhibit B to the RRP Amendment of Severance Lease (Tower C) and are more particularly described in Attachment I to Exhibit “B”, for the construction, installation, ownership, operation, maintenance, repair, Restoration, control and use in such easement areas of certain Retail space, together with a nonexclusive easement for (A) ingress to and egress from such easement areas through the public and non public corridors of the Premises connecting such easements areas to the Parcel C freight elevator serving such easement areas on Level +12.5 and Level +32 (or if such freight elevator is not in service at any time, a freight elevator in the elevator core of Parcel C), (B) the use of the freight elevator referenced in clause (A) above, and (C) ingress to and egress from such freight elevator through the cellar level of the Buildings to the Loading Dock (as such term is defined in the Project Operating Agreement). Such exclusive easement areas shall be used and any work which Landlord performs or causes to be performed in, on, about, or with respect to such exclusive easement areas, shall be performed in accordance with the applicable provisions of this Lease. Such work shall also be performed with reasonable diligence, subject to Landlord’s Unavoidable Delays, in a good and workmanlike manner and so that such work does not unreasonably interfere with the construction, development, ownership, operation, maintenance, repair, Restoration, control or use of the Premises. Subject to the provisions of the last sentence of this Section 41.07(e), Landlord shall indemnify and save Tenant harmless from and against any and all liabilities,

suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable engineers', architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against Tenant by reason of (r) a breach or default by Landlord in the performance of its obligations under this Section 41.07(e) or (s) any of Landlord's activities in, on, about or with respect to Easement no. 16 or Easement no. 17A, Easement no. 17B or the Tower D Retail Easement, including, without limitation, the construction, installation, ownership, operation, maintenance, repair, replacement, Restoration, control and use of (x) the facilities and equipment in that portion of the Mechanical Penthouse or the parking garage and garage air handling system as the case may be, located in such respective easement areas or (y) the facilities and equipment located in the Tower D Retail Easement exclusive easement areas. Tenant acknowledges that Landlord has granted Easement no. 16 and its rights hereunder with respect thereto to the Tower B Severance Lease Tenant and Easements no. 17A and no. 17B and the Tower D Retail Easement and its rights hereunder with respect to such easements to the Tower D Severance Lease Tenant, and has imposed its obligations hereunder with respect thereto upon such tenants pursuant to the terms of their respective Severance Leases (and will impose such obligations hereunder with respect thereto upon any tenant under a new Severance Lease for such Parcel pursuant to the terms of such new Severance Leases). Tenant shall be and have the rights of a third-party beneficiary with respect to the performance by such tenants of such obligations under their respective Severance Leases, Tenant shall look solely to the Tower B Severance Lease Tenant (or to the tenant of any new Severance Lease for Parcel B under which such tenant is granted such easement and rights) for the performance of Landlord's obligations under this Section 41.07(e) with respect to Easement no. 16, and the Tower D Severance Lease Tenant (or to the tenant of any new Severance Lease for Parcel D under which such tenant is granted such easements and rights) for the performance of Landlord's obligations under this Section 41.07(e) with respect to Easements no. 17A and no. 17B and the Tower D Retail Easement, and Landlord shall have no liability to Tenant, and Tenant shall make no claim against Landlord, with respect to such obligations, except for claims and liabilities that arise during any period in which a Severance Lease is not in effect for Parcel B or Parcel D, respectively (or a new Severance Lease is in effect for such Parcel and BPCA has not inserted therein such obligations as the obligations of the tenant (or its successor) thereunder for the benefit of Tenant under the terms of such new Severance Lease). Tenant shall not be deemed in breach or default of any of its obligations under this Lease if such breach or default arises from a breach by Landlord of its obligations under this Section 41.07(e). Notwithstanding anything to the contrary contained above, neither Landlord nor the Tower D Severance Lease Tenant shall have any obligation under this Section 41.07(e) to maintain, repair, replace or Restore any structural elements located within the Tower D Retail Easement exclusive easement areas, including, without limitation, structural columns and the Q-deck and concrete slabs located between floors of the Buildings that constitute part of the Tower D Retail Easement, unless such maintenance, repair, replacement or Restoration is required as a result of (x)

any Capital Improvement performed by Landlord or the Tower D Severance Lease Tenant (in each case as beneficiary of the Tower D Retail Easement) or (y) the negligence or willful misconduct of Landlord or the Tower D Severance Lease Tenant (in each case as beneficiary of the Tower D Retail Easement).”

(b) As a result of the grant of the Tower D Retail Easement, Landlord and Tenant acknowledge and agree that Tenant shall not be entitled to receive any rent or other revenue from or with respect to the easement areas that are encumbered by the Tower D Retail Easement or otherwise entitled to participate therein. Landlord and Tenant acknowledge and agree that, without limiting the generality of Section 41.07(e) of the Original Lease, for purposes of the Original Lease definition of “Impositions,” Sections 3.04-3.06 of the Lease and Article 23 of the Original Lease, and with respect to any reporting requirements under the Original Lease, the terms “Buildings” and “Premises” shall not include the easement areas that are encumbered by the Tower D Retail Easement. The reservation of Tower D Retail Easement shall not result in any decrease of the Rental paid by Tenant under the Lease, except for such decreases as will result from the operation of the existing provisions of this Lease with respect to the removal of the Tower D Retail Easement from the terms “Buildings” and “Premises” as provided above.

(c) Landlord acknowledges and agrees that Tenant shall have no liability for any failure of the Tower D Severance Lease Tenant to comply with any and all obligations under the Tower D Severance Lease with respect to the Tower D Retail Easement, nor shall Tenant ever be, or be deemed to be, in default of the Lease as a result of any such failure.

(d) Landlord and Tenant acknowledge and agree that no consideration is being paid to Tenant for the reservation by Landlord of the Tower D Retail Easement as herein provided.

(e) (i) Paragraph 1 of Exhibit “B” of the Original Lease is hereby amended by adding after the words “Parcel Lines Easement Plan” the words “and in the areas designated as “Tower D Easement” on both the Level +12.5 drawing annexed to the RRP Amendment to Severance Lease (Tower C) as Exhibit A and the Level +32 drawing annexed to the RRP Amendment to Severance Lease (Tower C) as Exhibit B, all”; and

(ii) Attachment I to Exhibit “B” of the Original Lease is hereby amended by:

(a) adding at the end of the first paragraph thereof “Street lines noted in the description of the Tower D Retail Easement are in accordance with Map No. ACC 30327 (ULURP No. CPC 120154), certified by the New York City Department of City Planning on March 23, 2012.”; and

(b) adding at the end thereof:

“Tower D Retail Easement

Street Level

All that portion of the parcel described lying between a lower horizontal plane drawn at elevation 12.5 feet and an upper horizontal plane drawn at an elevation 32.00 feet

bounded and described as follows:

BEGINNING at a point 250.24 feet, as measured along the southerly line of Vesey Street, West of the intersection of the westerly line of Marginal Street, Wharf or Place and

The United States Bulkhead Line approved by The Secretary of War, July 31, 1941, with the southerly line of Vesey Street and 68.87 feet, as measured along a line bearing due south, south of the southerly line of Vesey Street;

1. thence due East 54.33 feet;
2. thence due South 8.15 feet;
3. thence due East 7.97 feet;
4. thence due North 8.15 feet;
5. thence due East 20.17 feet;
6. thence due South 51.5 feet;
7. thence due East 1.0 feet;
8. thence due South 74.00 feet;
9. thence due West 19.44 feet;
10. thence due South 10.1 feet;
11. thence due West 26.1 feet;
12. thence due South 15.73 feet;
13. thence due East 9.06 feet;
14. thence due South 2.33 feet;
15. thence due East 22.3 feet;
16. thence due South 6.51 feet;
17. thence due West 54.29 feet;
18. thence due North 139.16 feet;
19. thence due West 15.00 feet;
20. thence due North 21.01 feet to the point or place of BEGINNING.

#### Lobby Level

All that portion of the parcel described lying between a lower horizontal plane drawn at elevation 32.00 feet and an upper horizontal plane drawn at an elevation 54.00 feet bounded and described as follows:

BEGINNING at a point 250.24 feet, as measured along the southerly line of Vesey Street, West of the intersection of the westerly line of Marginal Street, Wharf or Place and

The United States Bulkhead Line approved by The Secretary of War, July 31, 1941, with the southerly line of Vesey Street and 68.87 feet, as measured along a line bearing due south, south of the southerly line of Vesey Street;

1. thence due East 63.34 feet;

2. thence due South 14.25 feet;
3. thence due West 1.34 feet;
4. thence due South 14.5 feet;
5. thence due West 5.00 feet;
6. thence due South 12.51 feet;
7. thence due West 23.43 feet;
8. thence due South 81.54 feet;
9. thence due West 7.85 feet;
10. thence due South 5.53 feet;
11. thence due East 5.16 feet;
12. thence due South 1.84 feet;
13. thence due West 5.16 feet;
14. thence due South 7.58 feet;
15. thence due East 5.47 feet;
16. thence due South 3.64 feet;
17. thence due West 6.9 feet;
18. thence due South 15.46 feet;
19. thence due West 9.29 feet;
20. thence due North 135.84 feet;
21. thence due West 15.00 feet;
22. thence due North 21.01 feet to the point or place of BEGINNING.”

17. 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.

(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.

18. Broker.

(a) Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker in connection with this Amendment. Landlord and Tenant shall each indemnify and hold harmless the other party from and against any and all claims, damages and costs (including reasonable attorneys' fees and disbursements) incurred by such other party in connection with a breach or alleged breach of the indemnifying party's representation and warranty contained in this Section 18(a).

(b) BFP TIC Party represents and warrants to Amex that it has not dealt with any broker in connection with this Amendment. BFP TIC Party shall indemnify and hold harmless Amex from and against any and all claims, damages and costs (including reasonable attorneys' fees and disbursements) incurred by such other party in connection with a breach or alleged breach of BFP TIC Party's representation and warranty contained in this Section 18(b).

19. Condominium Provisions.

(a) Landlord and the tenants-in-common who currently, collectively, constitute the Tenant anticipate converting the ownership of Parcel C and the improvements thereon to a condominium form of ownership. It is anticipated that such condominium, if formed, would result in the creation of two units, both of which would be owned in fee by Landlord. One unit would be leased by Landlord to Amex (or an Affiliate thereof) pursuant to a Unit Lease (the "Amex Unit Lease") and the other unit would be leased by Landlord to BFP Tower C Co. LLC or another Affiliate of BFP pursuant to a Unit Lease (the "BFP Unit Lease").

(b) The parties acknowledge and agree that if the ownership of Parcel C is converted (as described in this Section 19) to a condominium form of ownership, then the agreements, terms, conditions and provisions set forth in this Amendment shall only be binding on and run to the benefit of the landlord and tenant under the BFP Unit Lease and none of said agreements, terms, conditions and provisions of this Amendment shall be included in the Amex Unit Lease.

(c) Notwithstanding anything to the contrary contained in this Section 19, it is acknowledged and agreed that the conversion to condominium ownership and other transactions described in this Section 19 (collectively, "Tenant's Condominium Proposal") are currently under discussion and negotiation between such parties, and that as between the parties who comprise, collectively, the Tenant on the one hand, and Landlord on the other hand, no binding agreement with respect to Tenant's Condominium Proposal has been entered into or is required to be. Accordingly, nothing contained in this Section 19 shall be deemed to constitute an agreement by any party to enter into any agreement or otherwise consummate or move forward with, any transaction relating to Tenant's Condominium Proposal.

[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: Robert M. Scipico  
Title: CFO

**TENANT:**

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

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

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

By: BFP Tower C MM LLC, its managing  
member

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

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

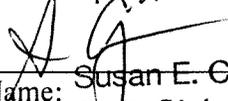
**LANDLORD:**

**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:  \_\_\_\_\_  
Name: ~~Susan E. Chapman~~  
Title: **SVP, Global Real Estate and  
Workplace Enablement**

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

By: BFP Tower C MM LLC, its managing  
member

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

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

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

By: BFP Tower C MM LLC, its managing  
member

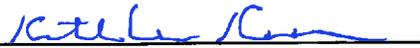
By:   
Name: Kathleen G. Kane  
Title: Senior Vice President

Exhibit A

Tower D Retail Easement Area on Level +12.5

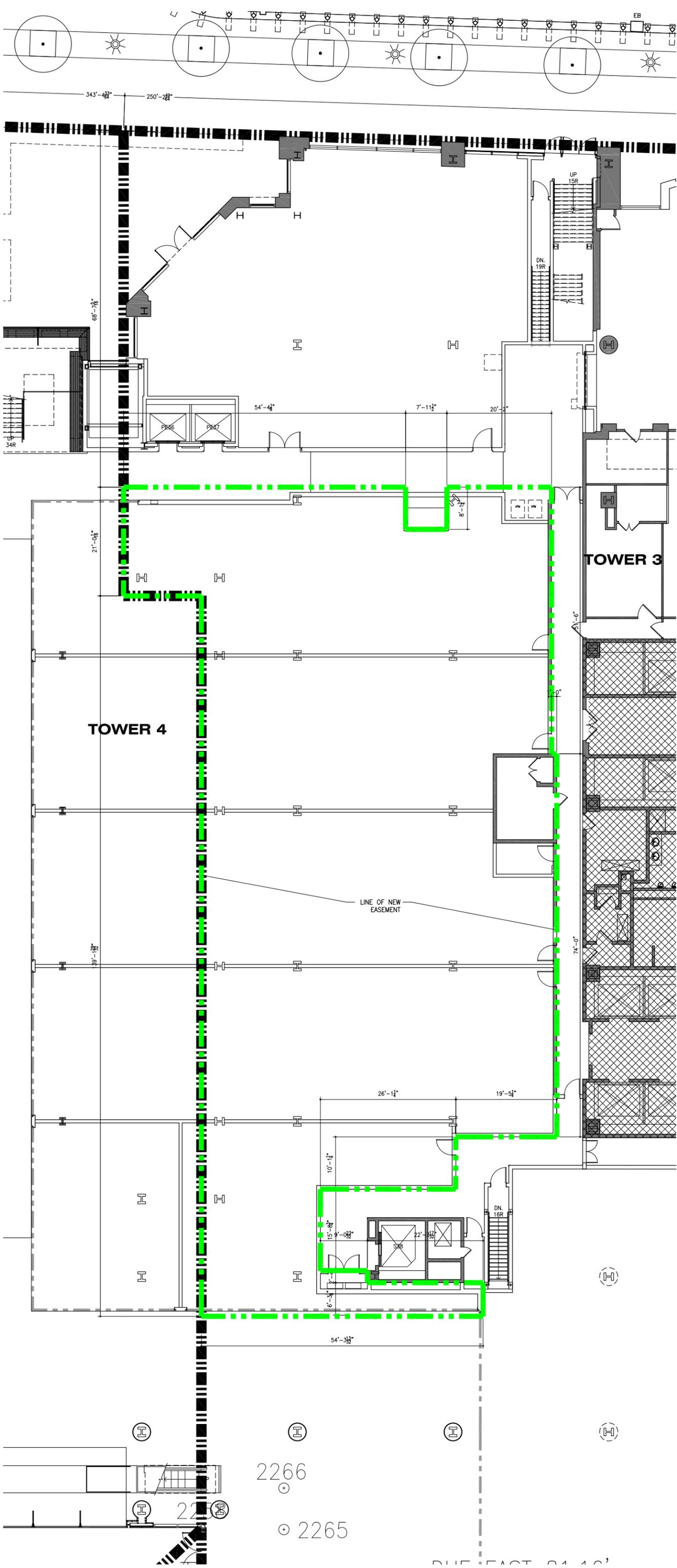


Exhibit B

Tower D Retail Easement Area on Level +32

