

AMENDMENT OF SEVERANCE LEASE (TOWER D)

This Amendment of Severance Lease (Tower D) ("**Amendment**") is dated as of February 6, 2014, between **BATTERY PARK CITY AUTHORITY**, d/b/a The Hugh L. Carey Battery Park City Authority, a public benefit corporation under the laws of the State of New York, having an address at One World Financial Center, 24th Floor, New York, New York, 10281 ("**Landlord**") and **WFP TOWER D CO. L.P.**, a New York limited partnership, having an office c/o Brookfield Office Properties, 250 Vesey Street, 15th Floor, New York, New York 10281 ("**Tenant**").

RECITALS

A. Landlord, as landlord, and 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) (the "**Register's Office**") on June 20, 1983, in Reel 696, at Page 507, which lease was assigned by Olympia & York Battery Park Company to Olympia & York Tower D Company pursuant to that certain Assignment and Assumption of Severance Lease dated as of October 7, 1983, recorded in said Register's Office on October 7, 1983 in Reel 724 at Page 1245, and which lease was further assigned by WFC Tower D Company (formerly known as Olympia & York Tower D Company) to Tenant pursuant to that certain Assignment and Assumption of Severance Lease dated as of November 21, 1996, recorded on November 27, 1996 in said Register's Office in Reel 2396, Page 1927, and which lease was amended by: (a) unrecorded agreement, dated as of August 24, 1984, among Landlord, WFC Tower D Company and Merrill Lynch & Co., Inc., which agreement is referred to in the recorded memorandum described in clause (b) below; (b) Amendment of Severance Lease, dated as of December 5, 1984, between Landlord and WFC Tower D Company, a memorandum of which was recorded in said Register's Office on April 1, 1985, in Reel 892, Page 1222; (c) Amendment of Severance Lease, between Landlord and WFC Tower D Company, dated as of August 15, 1985, a memorandum of which was recorded in said Register's Office on May 19, 1986, in Reel 1065, Page 1567; (d) unrecorded agreement, dated as of February 26, 1988, between Landlord, The Sumitomo Bank, Limited and WFC Tower D Company, which agreement is referred to in the recorded memorandum described in clause (e) below; (e) Amendment of Severance Lease, dated as of February 26, 1988, between Landlord and WFC Tower D Company, a memorandum of which was recorded in said Register's Office on March 8, 1988, in Reel 1375, Page 1520; (f) 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., Tenant, American Express Company, Landlord, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch/WFC/L, Inc.; (g) Amendment to Severance Lease dated May 29, 2013 between Landlord and Tenant and (h) Amendment to Severance Lease dated May 30, 2013 between Landlord and Tenant, a memorandum of which was recorded in said Register's Office CRFN 2013000273273 on June 10, 2013, which memorandum also refers to the unrecorded agreement described in clauses (f) and (g) above (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 D 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 D"); and

B. 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.

2. Amendment to Retail Use Allocation and Additional Retail Use Allocation. Section 23.04(ii) of the Original Lease is hereby amended by replacing

(a) the words "forty-six thousand six hundred and seven (46,607)" with the words "thirty-eight thousand six hundred and twenty (38,620)"; and

(b) the words "forty-six thousand six hundred and fifty-four (46,654)" with the words "fifty-eight thousand five hundred seventy-nine (58,579)".

3. Amendment of Site Plans. Those certain site plans and elevation drawings for the Parcels identified in Exhibit "D" to the Original Lease are hereby amended in their entirety by replacing the same with the site plans and elevation drawings identified in Exhibit A annexed hereto and made part hereof.

4. Miscellaneous.

(a) 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.

[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 Serpico
Name: Rm Serpico
Title: EVP ICFO

TENANT:

WFP TOWER D CO. L.P., a New York
limited partnership

By: WFP Tower D Co. G.P. Corp., its
general partner

By: Ralph S. Toussle
Name: Ralph S. Toussle
Title: Vice President, Associate Counsel

Exhibit A

SITE PLANS

Drawings prepared by Spector Group, numbered, titled, and dated as follows:

<u>Drawing No.</u>	<u>Title</u>	<u>Date</u>
T-000	Title Sheet and Drawing Index	6/7/2011
Z-000	Overall Site Plans	7/4/2011
Z-100	Service Level -24'-0" Plan	7/4/2011
Z-101	Service Level -12'-0" Plan	7/4/2011
Z-102	Service Level 0'-0" Plan	7/4/2011
Z-103	Proposed Street Level +12'-6" Plan	6/7/2011
Z-105	Proposed Level +32'-0" Second Floor Plan	6/7/2011
Z-110	Typical Low-Rise Plan (Level 7 +105'-0")	7/4/2011
Z-117	Typical Mid-Rise Plan (Levels 21 and 22)	7/4/2011
Z-120	Typical High-Rise Plan (Levels 33 and 34)	7/4/2011
Z-127	Roof Plan	7/4/2011
Z-190	Proposed Floor Area Ratio Measurement Summary	6/7/2011
Z-200	West Elevation	7/4/2011
Z-201	Vesey Street Elevation	7/4/2011
Z-202	East Elevation	7/4/2011
Z-203	Liberty Street North Elevation	7/4/2011
Z-204	Liberty Street South Elevation	7/4/2011
Z-205	Albany Street North Elevation	7/4/2011