

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the 11th day of April, 2019, by and between HUDSON RIVER PARK TRUST, having an address at Pier 40, 353 West Street, New York, New York ("Landlord"), and SUPER P57 LLC, a Delaware limited liability company, having an address c/o RXR Realty LLC, 625 RXR Plaza, Uniondale, New York 11556 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated as of March 31, 2016 (the "Original Lease"), a memorandum of which was recorded on April 29, 2016 in the Office of the City Register of the City of New York (the "Register's Office") as CRFN 2016000148505; and

WHEREAS, Landlord and Tenant desire to amend the Original Lease on the terms and conditions as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Original Lease parties hereto do hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Original Lease.

2. **Modifications to Definitions.**

(a) The Original Lease is hereby amended by deleting in their entirety the defined terms "Approved NFP Occupant," "NFP" and "NFP Factor" in Section 1.01 of the Original Lease.

(b) The Original Lease is hereby amended by inserting the following definitions in Section 1.01 of the Original Lease in the applicable alphabetical order with respect to the other definitions appearing therein:

"Effective Date" means March 31, 2016.

"Supplemental Rent" as defined in Section 3.02(f).

"Supplemental Rent Commencement Date" as defined in Section 3.02(f).

"Supplemental Rent Expiration Date" as defined in Section 3.02(f).

3. **Modifications to Exhibit G.** Exhibit G of the Original Lease is hereby amended by deleting and replacing Exhibit G attached thereto in its entirety with Exhibit G attached hereto.

4. **Modifications to Use Provisions regarding CEE Use.**

(a) Section 7.02(a) of the Original Lease is hereby amended and restated in its entirety to read as follows:

“(a) Subject to the terms of this Section 7.02, at all times during the Term of this Lease following Substantial Completion of the Required Tenant Improvements, no less than twenty-four thousand (24,000) square feet of interior GLA (the “Enclosed Minimum CEE GLA”) shall be used for the following CEE Uses in the areas of the Premises shown on the Permitted Use Floor Plans as permitting CEE Uses (provided, however, that no less than twelve thousand (12,000) square feet of the Enclosed Minimum CEE GLA shall be located in Pier Shed Level 1 and Pier Shed Level 2 (except that (i) not more than four-thousand (4,000) square feet of such space may be located in Pier Shed Level 2, and (ii) any space in Pier Shed Level 2 shall be located contiguously to CEE Uses located in Pier Shed Level 1 (i.e., vertically connected by stairs or other means of vertical transportation)), and provided further than no more than twelve thousand (12,000) square feet of the Enclosed Minimum CEE GLA shall be located in Pier Shed Caissons 1 and 2): (i) arts and other cultural related uses, including but not limited to art galleries, auction houses, museums, cultural centers, and uses related thereto; (ii) entertainment uses, including but not limited to film screenings, theatrical, musical and cultural performances and uses related thereto; and (iii) educational uses, including but not limited to environmental education, maritime history education, art education, culinary or crafts education, science, technology, engineering and mathematics education, and uses related thereto. The CEE Use may include cultural uses related to entertainment and education uses, entertainment uses related to cultural and education uses, and educational uses related to cultural and entertainment uses. The CEE Use shall not include any uses that are primarily office or retail in nature or that are intended to showcase or feature other uses that are primarily retail or office in nature. Notwithstanding anything to the contrary contained in this Lease, no portion of the Enclosed Minimum CEE GLA shall be accommodated within the Public Viewing Areas.”

(b) Section 7.02(c) of the Original Lease is hereby amended and restated in its entirety to read as follows:

“(c) Nothing contained in this Lease shall preclude Tenant from placing occupancies that qualify as CEE Uses in Pier Shed Level 2 (other than the Public Viewing Areas), Pier Shed Level 3, Pier Shed Level 4, Head House Level 2, Pier Shed Caissons 1 and 2 and/or, provided the applicable conditions set forth in this Lease are satisfied, the Pier Shed Roof Open Space (including without limitation film screening or any other generally comparable cultural programming or similar substitute event on the Pier Shed Roof Open Space during the 14-day Period and/or any Available Dates as provided in Section 7.04(d)); provided, however, such occupancies in the Pier Shed Roof Open Space shall not be counted toward satisfying Tenant’s obligation to meet the Enclosed Minimum CEE GLA

requirement. CEE Uses located in Pier Shed Caissons 1 and 2 (as limited as provided in Section 7.02(a)) shall be counted for purposes of Tenant's satisfaction of the Enclosed Minimum CEE GLA as long as, at all times when Tenant desires such CEE Uses in Pier Shed Caissons 1 and 2 to be counted for purposes of Tenant's satisfaction of the Enclosed Minimum CEE GLA, (1) the access for the Occupants, invitees and users of the areas of Pier Shed Caissons 1 and 2 used for CEE Uses is appropriately visible and convenient and (2) such access and areas are attractive and inviting, and provided that Tenant shall have first given to Landlord at least thirty (30) days prior written notice, together with such plans and specifications as may be applicable, setting forth in reasonable detail any material Required Tenant Improvements or material Alterations, as the case may be, that materially affect the access to, and/or the visibility of, any areas of Pier Shed Caissons 1 and/or 2 to be recognized as satisfying Enclosed Minimum CEE GLA under this Lease."

(c) Section 7.02(e) of the Original Lease is hereby amended and restated in its entirety to read as follows:

"(e) Notwithstanding the Enclosed Minimum CEE GLA requirement set forth in Section 7.02(a), the CEE Uses and the Commercial Uses described in Section 7.03 are not mutually exclusive, it being agreed that, except as set forth in clause (e) of Section 7.02(f)(B), a Commercial Use may also be a CEE Use. Nothing contained herein, other than the Maximum GLA set forth in Section 17.02, the space requirements set forth in Section 17.01 relating to Public Access and Public Benefit Use and any other express conditions or requirements set forth in this Lease, shall be deemed to limit the amount of GLA dedicated for CEE Uses or its location within the enclosed portions of the Pier 57 Building shown on the Approved Plans and Specifications for the Required Tenant Improvements."

(d) Section 7.02(f) of the Original Lease is hereby amended and restated in its entirety to read as follows:

"(f) Notwithstanding anything to the contrary contained herein, Landlord and Tenant acknowledge and agree that, subject to the requirements of this Section 7.02, Tenant shall determine, in Tenant's reasonable judgment but in consultation with Landlord, the identity and mix of Occupants which are occupying and using a portion of the Premises for CEE Uses, taking into account, among other things, appropriate leasing opportunities and the requirements and conditions contained in this Lease, except as follows:

(A) During the period of Anchor Occupant's occupancy at the Premises, not less than three-thousand (3,000) square feet of contiguous Enclosed Minimum CEE GLA located in either Pier Shed Level 1 or Head House Level 1 shall be reserved, and made available to Landlord or Landlord's designee/operator, for a CEE Use to be conducted by or on behalf of Landlord in furtherance of Landlord's public purpose. Tenant, or Anchor Occupant acting on

behalf of Tenant, shall, at Tenant's (or Anchor Occupant's, as the case may be) sole cost and expense, perform all Construction Work necessary to (i) in a manner reasonably satisfactory to Landlord, prepare such CEE Use space for initial occupancy as an experiential learning space enhanced by interactive exhibits and technology like virtual reality and/or augmented reality, and (ii) refurbish such space for the same CEE use at such times that Landlord, in its sole but reasonable judgement, deems such refurbishment necessary, provided that such refurbishment does not occur more frequently than once every ten (10) years, except that the experiential learning space and equipment within such CEE Use space shall be evaluated and updated by Anchor Occupant, as warranted and in whole or in part, as new technologies for such experiential learning space and equipment become available and are in general use for such venues developed or operated by Anchor Occupant at other locations, and provided further that such experiential learning space and equipment evaluations and updates shall be conducted by Anchor Occupant not less frequently than once every three (3) years. Notwithstanding the immediately preceding sentence, at Anchor Occupant's election, Anchor Occupant shall have the right to either (1) perform such experiential learning space and equipment evaluations and updates as aforesaid, or (2) make available to Landlord resources for such experiential learning space and equipment updates as aforesaid, which resources may include direct, in-kind or third-party support, monetary support or technical assistance. All furnishings and equipment reasonably necessary for occupancy for the initial CEE Use of such space, subsequent updates of such experiential learning space and equipment (as aforesaid) and refurbishments of such CEE Use space (as aforesaid) shall be provided by Tenant, or Anchor Occupant acting on behalf of Tenant, in the manner provided in the two immediately preceding sentences, without cost to Landlord or Landlord's designee/operator of such CEE Use. All building services in connection with such space shall be provided by Tenant, or Anchor Occupant acting on behalf of Tenant, without cost to Landlord or Landlord's designee/operator of such CEE Use, including but not limited to cleaning, security, janitorial, maintenance, and repairs, and, as applicable, fuel, gas, electric, steam and other utilities and HVAC services. Landlord shall not be obligated to pay rent, security deposit, fees or other charges to Tenant, or Anchor Occupant acting on behalf of Tenant, with regard to such space and/or services, including but not limited to common area charges; it being the intent of Landlord and Tenant that such space for a CEE Use to be conducted by or on behalf of Landlord in furtherance of Landlord's public purpose shall be

“free” to Landlord or Landlord’s designee/operator. Notwithstanding anything to the contrary contained herein, Landlord acknowledges that the costs of employing educators and other staff, educational program costs not otherwise specified above and the costs of all supplies and materials consumed in connection with the CEE Use in such space shall be the sole responsibility of Landlord and not Tenant, or Anchor Occupant acting on behalf of Tenant. Detailed provisions relating to the use and occupancy of such space shall be set forth in a sublease agreement to be in effect throughout the term of Anchor Occupant’s occupancy at the Premises (but which may be amended from time to time by mutual agreement of Tenant (or Anchor Occupant) and Landlord), which sublease agreement shall be based on Tenant’s (or Anchor Occupant’s) form of sublease used for other CEE Uses but which shall incorporate the specific provisions set forth in this clause (A).

- (B) During the period of Anchor Occupant’s occupancy at the Premises, Anchor Occupant shall operate the required space located in Pier Shed Level 1 for CEE Uses (other than the CEE Use space referred to in clause (A) of this Section 7.02(f)) directly by Anchor Occupant, through qualified contract service providing entities engaged by Anchor Occupant or by a subtenant of Anchor Occupant; provided, however, that if the CEE Use of any subtenant of Anchor Occupant is not technology based, then such sublease has been reviewed and approved by Landlord in Landlord’s sole but reasonable judgement. The GLA of such space for CEE Uses to be operated in Pier Shed Level 1 by or through Anchor Occupant shall be not less than (x) twelve-thousand (12,000) square feet, less (y) the GLA of then-occupied space for CEE Uses conducted by or on behalf of Landlord in furtherance of Landlord’s public purpose (as set forth in clause (A) of Section 7.02(f)), unless otherwise approved by Landlord. Anchor Occupant’s CEE Uses and the occupancies related thereto shall be limited to CEE Uses determined by Anchor Occupant in its reasonable judgment but in consultation with Landlord. Anchor Occupant’s CEE Uses shall (a) offer, from time to time at a frequency determined by Anchor Occupant in its reasonable judgement, exhibitions related to such CEE Uses that are open to the general public, (b) be free (i.e. without admission charge) to all program participants of such CEE Uses (to the extent that such CEE Uses are conducted that are limited to program participants) and entrants to the spaces of such CEE Uses (to the extent that such CEE Uses are not limited to program participants) in a manner that allows for “walk-in” as well as “pre-booked” participants and entrants, as the case may be, (c) allow for meeting use by community organizations on a “pre-booked” basis with the procedure for “booking” meetings, and (d)

not be Commercial Uses and not, except as otherwise expressly permitted, display the name of Anchor Occupant or its affiliates or subsidiaries in public areas; provided, however, that Anchor Occupant or its affiliates or subsidiaries shall be permitted to (i) install reasonable wayfinding signage relating to such CEE Uses by or on behalf of Anchor Occupant as long as such CEE Uses are in effect, and (ii) install temporary signage in connection with an event sponsored or powered by Anchor Occupant or its affiliates or subsidiaries, which signage shall be of a type and size which is customary for temporary corporate sponsorship of similar events. Prior to the opening of Anchor Occupant's CEE Uses on Pier Shed Level 1, Landlord, Tenant and Anchor Occupant shall develop, in consultation with the local community board, the eligibility guidelines and the procedures for "pre-booking" and/or "booking" such space, and any material changes to such guidelines and procedures shall be subject to Tenant's and Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, notwithstanding Anchor Occupant's office use, space for CEE Uses operated by Anchor Occupant (either directly, through qualified contract service providing entities or by subtenants for technology based CEE Uses and reasonably approved subtenants for non-technology based CEE Uses) in the manner prescribed in this Section 7.02(f)(B) shall not be deemed Commercial Use space or Commercial Use space that is office, or be subject to the restrictions on Commercial Use space that is office as set forth in Section 7.03(a).

- (C) During the period following Anchor Occupant's occupancy at the Premises, Tenant shall make available up to three-thousand (3,000) square feet of contiguous Enclosed Minimum CEE GLA located in Pier Shed Level 1 to Landlord or Landlord's designee/operator exclusively for a CEE Use to be conducted by or on behalf of Landlord in furtherance of Landlord's public purpose. Tenant shall offer such space to Landlord on terms with respect to rent, services and other charges that shall not exceed the most favorable rates that Tenant has theretofore granted (and are then in effect for) any Occupants providing exclusively CEE Uses. Landlord shall have thirty (30) days following such offer from Tenant to elect whether or not to enter into an occupancy agreement with Tenant for such space. If Landlord shall elect to enter into an occupancy agreement, then Landlord and Tenant shall promptly finalize and execute such agreement, whereupon the portion of the Premises demised to Landlord or Landlord's designee/operator shall be credited to the Enclosed Minimum CEE GLA regardless of whether Landlord or Landlord's designee/operator is actually operating in such space. If Landlord shall elect not to enter in an

occupancy agreement, then Tenant shall have the right to utilize such space for any purpose permitted under this Lease.”

5. Modifications to Use Provisions regarding Public Viewing Areas and Commercial Uses.

(a) Clause (i) of Section 7.03(a) of the Original Lease is hereby amended by adding the following language to end of such clause:

“; provided, however, that Tenant shall locate and maintain throughout the Term a Public Viewing Area of not less than five thousand (5,000) square feet of GLA as indicated on the Permitted Use Floor Plans annexed to this Lease as Exhibit G along the southern side of Pier Shed Level 1 adjacent to the southern exterior glass building wall with generally unobstructed views of the water (it being agreed that technology panels and related infrastructure may be installed on the other walls facing the Public Viewing Area as long as such panels are in operation only when permissible events conducted by Tenant, or Anchor Occupant acting on behalf of Tenant, are underway in such Public Viewing Area and the content displayed on such panels is related to the particular event being conducted),”

(b) Clause (ii) of Section 7.03(a) of the Original Lease is hereby amended by adding the following language to end of such clause:

“; provided, however, that with respect to the Public Viewing Area situated along the southern side of Pier Shed Level 1 specified in clause (i) of Section 7.03(a), (x) (1) during the period of Anchor Occupant’s occupancy at the Premises, only a single kiosk, mobile vending unit, or other moveable commercial unit offering food and refreshments and occupying not more than one hundred (100) square feet of such area (measured in the same manner as if such area was GLA), and (2) during the period following Anchor Occupant’s occupancy at the Premises, kiosks, mobile vending units, or other moveable commercial units offering food and refreshments and occupying not more than fifteen percent (15%) of such area (measured in the same manner as if such area was GLA) shall be permitted within such Public Viewing Area, (y) not more frequently than three (3) times a week (and not more than ten (10) hours per week in the aggregate, with no more than five (5) hours of such 10-hour maximum per week occurring on Saturday and/or Sunday) during the months of May through October of each calendar year, and not more frequently than four (4) times a week (and not more than twenty (20) hours per week in the aggregate, with no more than five (5) hours of such 20-hour maximum per week occurring on Saturday and/or Sunday) during the months of November through March of each calendar year, Tenant, or Anchor Occupant acting on behalf of Tenant, may conduct or sponsor lectures, discussions, readings and other such similar activities within such Public Viewing Area related to science, technology, engineering, mathematics, history, culture, the arts and other topics of general interest that are free and open to the public, and shall use commercially reasonable efforts to encourage and promote such activity for the benefit of the public throughout the year, and (z) such Public

Viewing Area shall remain open during normal business hours of the non-office use Commercial Space,”

(c) Clause (iv) of Section 7.03(a) of the Original Lease is hereby amended and restated in its entirety to read as follows:

“(iv) Not less than forty-two thousand (42,000) square feet of GLA shall be used as a “public marketplace” having a distinctive design and a unique character as a diverse, multi-tenant and specialty use facility (as opposed to a facility having a character similar to an urban or suburban shopping mall with primarily national retailers), which public marketplace shall include specialty retail shops and workshops, and/or showrooms related thereto as well as “back-of-house” and other spaces supporting such uses (“Public Marketplace”), provided that (1) not less than thirty-eight thousand (38,000) square feet of Public Marketplace GLA shall be located on Pier Shed Level 1 and/or Head House Level 1 (with Public Marketplace “back-of-house” and other supporting spaces being limited to five percent (5%) of the GLA on Pier Shed Level 1 and Head House Level 1) and (2) the remaining Public Marketplace GLA, if any, shall be located on Head House Level 2.”

(d) Clause (v) of Section 7.03(a) of the Original Lease is hereby amended and restated in its entirety to read as follows:

“(v) not less than fifty percent (50%) of the Head House Level 1 land-side frontage shall contain storefront entrances, retail shops, lobbies and other pedestrian circulation spaces visible and accessible to the public from the sidewalk in front of the Head House”

(e) Clause (vi) of Section 7.03(a) of the Original Lease is hereby amended and restated in its entirety to read as follows:

“(vi) unless waived or modified by Landlord in Landlord’s sole and absolute discretion, (A) with respect to Pier Shed Level 1: (1) not more than twenty thousand (20,000) square feet of GLA may be occupied for Commercial Use which is office space, (2) such office space shall not be placed along the southern side of Pier Shed Level 1 and (3) no portion of the area designated for a restaurant on the western end of Pier Shed Level 1 on the Permitted Use Plans may be used for such office space, and (B) with respect to Head House Level 1, not less than nineteen thousand (19,000) square feet shall be occupied for Commercial Use which is non-office and which may be Public Marketplace, located in the southern portion of Head House Level 1, and (C) with respect to Head House Level 2, not less than six thousand five hundred (6,500) square feet shall be occupied for Commercial Use which is non-office located in the southern portion of Head House Level 2, which use may be Public Marketplace. For the avoidance of doubt, unless waived or modified by Landlord in Landlord’s sole and absolute discretion, Commercial Use space occupied as offices in Pier Shed Level 1, Head House Level 1, and Head House Level 2 shall be limited in accordance with the provisions of the preceding sentence.”

(f) Section 7.01(b)(C) of the Original Lease is hereby amended by changing the phrase “and (iii)” appearing in such Section to “(3),” and adding a new clause (4) to read as follows:

“or (4) only if such modifications within the Proposed Modified Permitted Use Floor Plans pertain to a modification of the location of office space on Pier Shed Level 1, the modifications do not, in the reasonable determination of Landlord, impede or materially interfere with public circulation, access to, or use of (aa) the Required Commercial Area, (bb) space used for CEE Uses by or on behalf of Landlord as set forth in Section 7.02(f)(A) or 7.02(f)(C), (cc) that portion of the Enclosed Minimum CEE GLA required to be located in Pier Shed Level 1 as set forth in Section 7.02(a), (dd) the Public Viewing Area situated along the southern side of Pier Shed Level 1 specified in Section 7.03(a), and (ee) that portion of the unenclosed perimeter esplanade located along the northern side of Pier Shed Level 1, and such modification of the location of office space on Pier Shed Level 1 does not adversely affect any portion of the area designated for a restaurant on the western end of Pier Shed Level 1.”

(g) Section 7.03(c) of the Original Lease is hereby amended as follows:

- (A) By replacing the phrase “managing and/or operating multi-tenant retail facilities in the New York metropolitan area” with the phrase “owning, operating or managing multi-tenant retail facilities in a metropolitan area having a population of at least one million people;” and
- (B) By replacing the phrase “two hundred thousand (200,000) square feet of multi-tenant retail space under management or operation by such party” with the phrase “thirty thousand (30,000) square feet of multi-tenant retail space under management or operation by such party.”

(h) The penultimate sentence of Section 7.04(e) of the Original Lease is hereby deleted in its entirety and replaced by the following sentence:

“Tenant agrees to provide commercially-reasonable cooperation to Landlord for such Landlord Event, including but not limited to use of the loading dock area and elevators for set-up and breakdown activities, which shall be at no cost to Landlord for up to a total of eight (8) hours during each Landlord Event provided that with respect to any additional services utilized by Landlord, Tenant’s expenses in connection therewith are customary with respect to such use (irrespective of the time of day or day of the week).”

6. Supplemental Rent.

(a) The Original Lease is hereby amended by amending and restating the defined term “Rental” in Section 1.01 of the Original Lease as follows:

“Rental” means all of the amounts payable by Tenant pursuant to this Lease, including, without limitation, Construction Rent, Base Rent, Supplemental Rent, Participation Rent, PILOT, Transaction Rent, Impositions, and any and all other sums, costs, expenses or deposits which Tenant is obligated to pay to and/or deposit with Landlord pursuant to the terms, covenants and conditions of this Lease.

(b) The Original Lease is hereby amended by adding and inserting a new subsection (f) to Section 3.02 as follows:

“(f) Tenant shall pay to Landlord as supplemental rent in the amounts and manner set forth in this Section 3.02 (“Supplemental Rent”). Supplemental Rent shall commence on the Base Rent Period Commencement Date (the “Supplemental Rent Commencement Date”) and shall cease on the expiration of the fifteenth (15th) Base Rent Year (such date, the “Supplemental Rent Expiration Date”). Supplemental Rent shall be payable in equal monthly installments in advance due upon the first (1st) day of each month at the following annual rates:

- (i) One Million Dollars (\$1,000,000) per annum during the first (1st) Base Rent Year;
- (ii) One Million and Thirty Thousand Dollars (\$1,030,000) per annum during the second (2nd) Base Rent Year;
- (iii) One Million Sixty Thousand Nine Hundred Dollars (\$1,060,900) per annum during the third (3rd) Base Rent Year;
- (iv) One Million Ninety Two Thousand Seven Hundred Twenty-seven Dollars (\$1,092,727) per annum, during the fourth (4th) Base Rent Year;
- (v) One Million One Hundred Twenty Five Thousand Five Hundred Eight Dollars and Eighty-one Cents (\$1,125,508.81) per annum during the fifth (5th) Base Rent Year;
- (vi) One Million One Hundred Fifty-nine Thousand Two Hundred Seventy-four Dollars and Seven Cents (\$1,159,274.07) per annum during the sixth (6th) Base Rent Year;
- (vii) One Million One Hundred Ninety-four Thousand Fifty-two Dollars and Twenty-nine Cents (\$1,194,052.29) per annum during the seventh (7th) Base Rent Year;
- (viii) One Million Two Hundred Twenty-nine Thousand Eight Hundred Seventy-three Dollars and Eighty-six Cents (\$1,229,873.86) per annum during the eighth (8th) Base Rent Year;

- (ix) One Million Two Hundred Sixty-six Thousand Seven Hundred Seventy Dollars and Seven Cents (\$1,266,770.07) per annum during the ninth (9th) Base Rent Year;
- (x) One Million Three Hundred Four Thousand Seven Hundred Seventy-three Dollars and Eighteen Cents (\$1,304,773.18) per annum during the tenth (10th) Base Rent Year;
- (xi) One Million Three Hundred Forty-three Thousand Nine Hundred Sixteen Dollars and Thirty-seven Cents (\$1,343,916.37) per annum during the eleventh (11th) Base Rent Year;
- (xii) One Million Three Hundred and Eighty-four Thousand Two Hundred Thirty-three Dollars and Eighty-six Cents (\$1,384,233.86) per annum during the twelfth (12th) Base Rent Year;
- (xiii) One Million Four Hundred Twenty-five Thousand Seven Hundred Sixty Dollars and Eighty-eight Cents (\$1,425,760.88) per annum during the thirteenth (13th) Base Rent Year;
- (xiv) One Million Four Hundred Sixty-eight Thousand Five Hundred Thirty-three Dollars and Seventy-one Cents (\$1,468,533.71) per annum during the fourteenth (14th) Base Rent Year; and
- (xv) One Million Five Hundred Twelve Thousand Five Hundred Eighty-nine Dollars and Seventy-two Cents (\$1,512,589.72) per annum during the fifteenth (15th) Base Rent Year."

(c) The following provisions of the Original Lease are hereby amended by inserting the words "Supplemental Rent," after the words "the Base Rent," in Section 3.03(c), Section 3.06(d)(iii), Section 9.01(a)(xi), Section 11.02(a)(ii), Section 12.02(d)(i) and Section 12.02(d)(F).

(d) Section 3.04(c)(i) of the Original Lease is amended to delete "(x)" appearing in the first sentence of such section and to delete the phrase ", such sum (y) multiplied by one minus the NFP Factor" appearing at the end of such first sentence.

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

7. Additional Modifications.

(a) Section 12.07 of the Original Lease is amended to delete the phrase "Subject to Section 12.14 related to NFP subleases," appearing at the beginning of the first sentence of such section.

(b) Section 12.08(a) of the Original Lease is amended to delete the phrase "Subject to the provisions of Section 12.14 related to NFP subleases," appearing at the beginning

of the first sentence of such section and the letter "a" appearing immediately thereafter shall be amended to be a capitalized "A."

(c) Section 12.14 of the Original Lease is deleted in its entirety.

8. **Net Project Development Costs.** Landlord and Tenant acknowledge and agree that Net Project Development Costs as of the Effective Date are \$23,113,136.40 (inclusive of \$1,346,908.58 of fees paid for Project development services). Tenant shall promptly reimburse Landlord, upon demand and with reasonable supporting documentation, for the reasonable, out of pocket third-party auditor costs expended by Landlord to assist Landlord in determining Net Project Development Costs.

9. **Full Force and Effect of Lease.** Except as modified by this Amendment, the Original Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. To the extent of any inconsistency between the Original Lease and this Amendment, the terms of this Amendment shall control.

10. **Counterparts; Modifications.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Executed copies of this Amendment may be delivered by telefacsimile or electronic (e.g., .pdf) means, any of which shall be effective to constitute delivery. This Amendment may not be modified or amended except by a writing executed and delivered by the parties hereto.

11. **Governing Law.** This Amendment shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made and to be performed in New York, without giving effect to its principles of conflicts of laws.

12. **Successors and Assigns.** This Amendment shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns.

13. **Headings.** The headings used herein are provided for convenience only and are not to be considered in construing this Amendment.

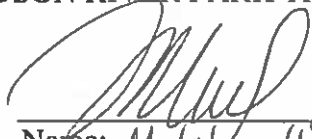
14. **Further Assurances.** If any further action is necessary or desirable to fully effect the terms and provisions of this Amendment, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request.

[Signature Page to Follow]

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

LANDLORD:

HUDSON RIVER PARK TRUST

By: 
Name: Madelyn Wils
Title: President

TENANT:

SUPER P57 LLC

By: _____
Name:
Title:

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

LANDLORD:

HUDSON RIVER PARK TRUST

By: _____
Name:
Title: Authorized Person

TENANT:

SUPER P57 LLC

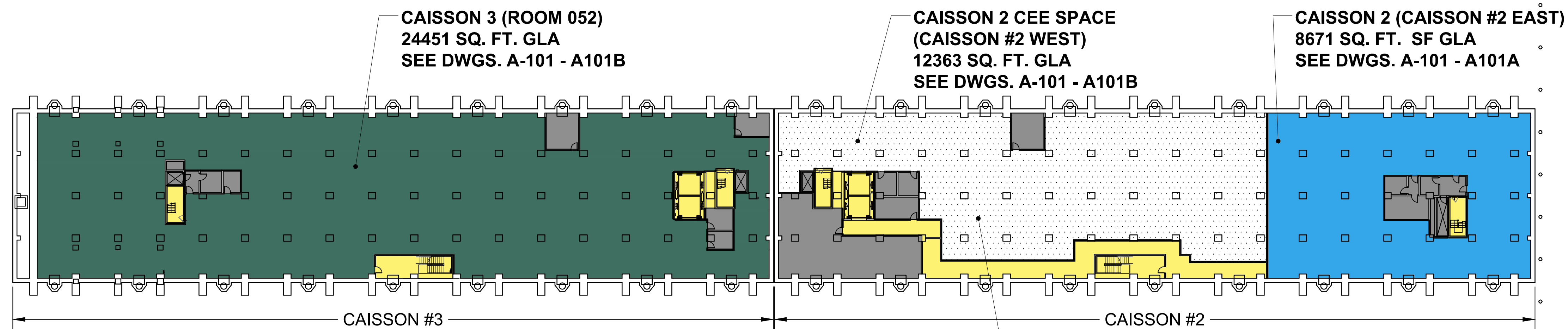
By:  _____
Name: David Frank
Title: Authorized Person

EXHIBIT G

PERMITTED USE FLOOR PLANS

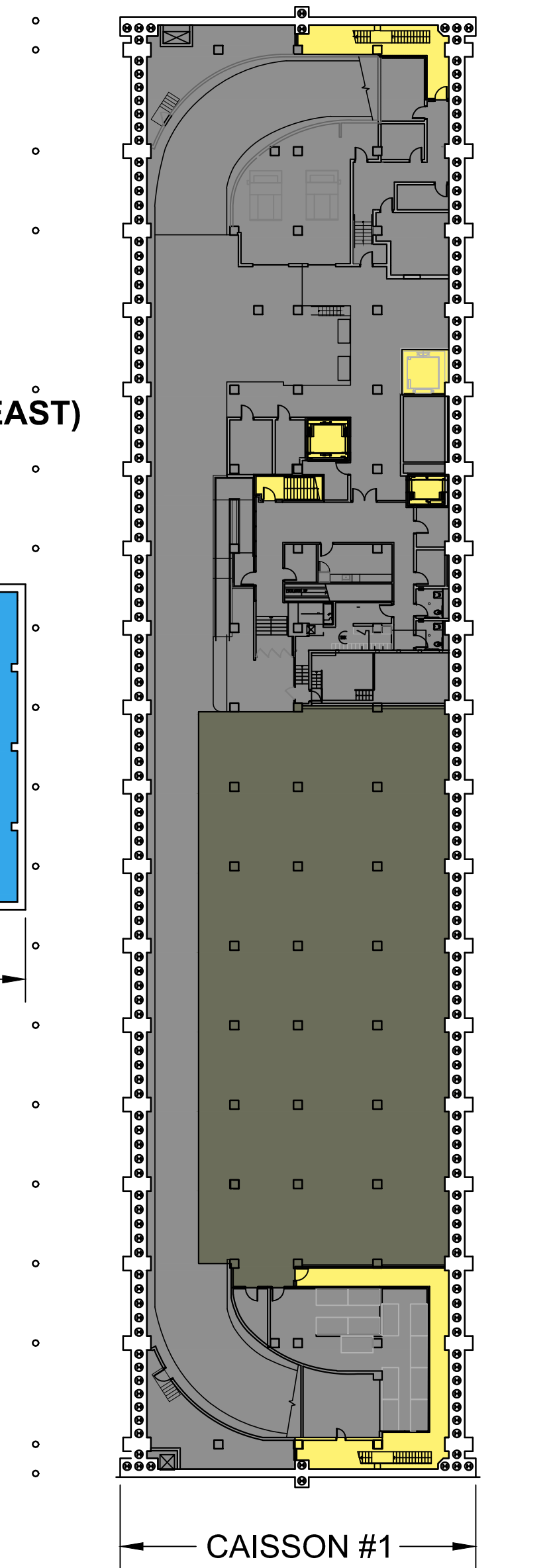
CAISSON 3 (ROOM 052)	24451 SQ. FT. (BELOW GRADE GLA)
CAISSON 2 CEE SPACE (CAISSON #2 WEST)	12363 SQ. FT. (BELOW GRADE GLA)
CAISSON 2 (CAISSON #2 EAST)	8671 SQ. FT. (BELOW GRADE GLA)
ACCESSORY PARKING	8908 SQ. FT. (GFA)
BUILDING SUPPORT SPACE	21680 SQ. FT. (GFA)
ELEVATORS/STAIRWAYS/ VESTIBULES/LOBBIES/ETC.	5589 SQ. FT. (GFA)
TOTAL	81662 SQ. FT. (GFA)

NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.



NOTE: Use and locations to be specified in accordance with Article 7. Space shown here is the initial occupancy CEE space which may be updated from time to time in accordance with Article 7.

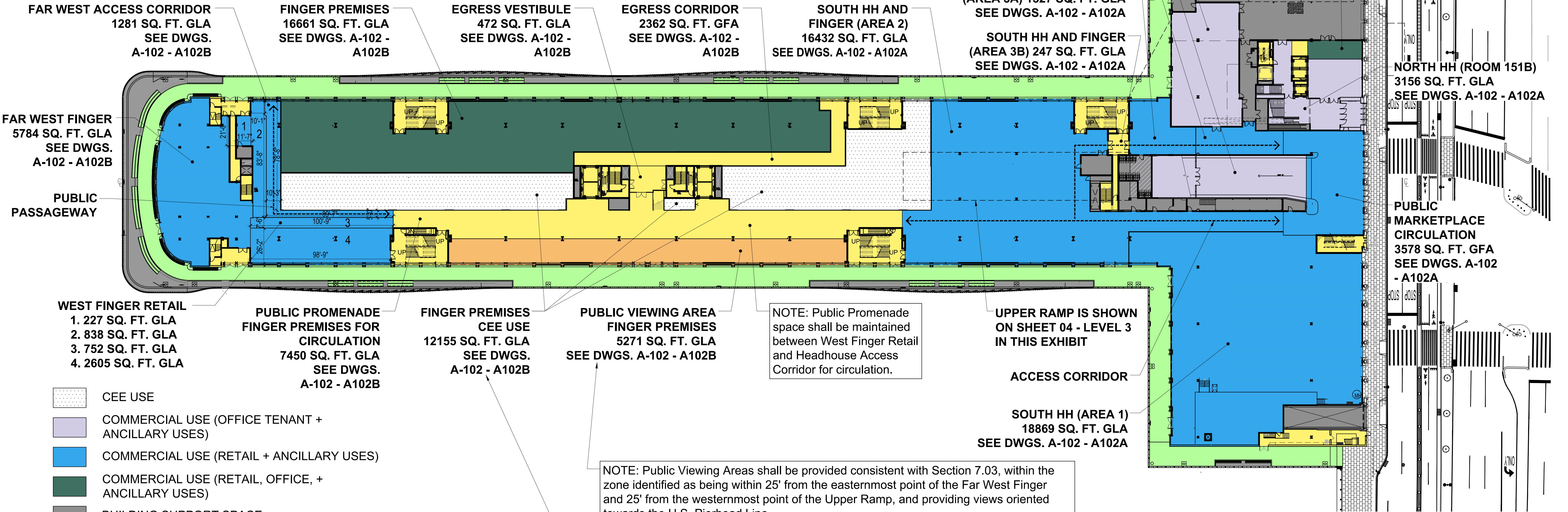
- COMMERCIAL USE (RETAIL + ANCILLARY USES)
- COMMERCIAL USE (RETAIL, OFFICE, + ANCILLARY USES)
- ACCESSORY PARKING
- BUILDING SUPPORT SPACE
- ELEVATORS/STAIRWAYS/VESTIBULES/LOBBIES/ETC.
- CEE USE



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FAR WEST FINGER	5784 SQ. FT. (GLA)	NORTH CORRIDOR (AREA 3A)	1527 SQ. FT. (GLA)
WEST FINGER RETAIL		SOUTH HH AND FINGER (AREA 3B)	247 SQ. FT. (GLA)
AREA 1	227 SQ. FT. (GLA)	SOUTH HH AND FINGER (AREA 4)	1215 SQ. FT. (GLA)
AREA 2	838 SQ. FT. (GLA)	NORTH HH DOCK (ROOM 151A)	521 SQ. FT. (GLA)
AREA 3	752 SQ. FT. (GLA)	NORTH HH (ROOM 157)	1325 SQ. FT. (GLA)
AREA 4	2605 SQ. FT. (GLA)	NORTH HH (ROOM 151B)	3156 SQ. FT. (GLA)
FAR WEST ACCESS CORRIDOR	1281 SQ. FT. (GLA)	NORTH HH (ROOM 151)	4154 SQ. FT. (GLA)
FINGER PREMISES	16661 SQ. FT. (GLA)	LOWER RAMP	3758 SQ. FT. (GLA)
FINGER PREMISES CEE USE	12155 SQ. FT. (GLA)	PUBLIC MARKETPLACE CIRCULATION	3578 SQ. FT. (GLA)
EGRESS VESTIBULE	472 SQ. FT. (GFA)	PUBLIC OPEN SPACE	34290 SQ. FT. (GFA)
EGRESS CORRIDOR	2362 SQ. FT. (GFA)	BUILDING SUPPORT SPACE	14193 SQ. FT. (GFA)
PUBLIC PROMENADE FINGER PREMISES FOR CIRCULATION	7450 SQ. FT. (GLA)	ELEVATORS/STAIRWAYS/VESTIBULES/LOBBIES/ETC.	10169 SQ. FT. (GFA)
PUBLIC VIEWING AREA FINGER PREMISES	5271 SQ. FT. (GFA)	TOTAL	169292 SQ. FT. (GFA)
SOUTH HH (AREA 1)	18869 SQ. FT. (GLA)		
SOUTH HH AND FINGER (AREA 2)	16432 SQ. FT. (GLA)		

NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.



- 1. 227 SQ. FT. GLA
- 2. 838 SQ. FT. GLA
- 3. 752 SQ. FT. GLA
- 4. 2605 SQ. FT. GLA

- CEE USE
- COMMERCIAL USE (OFFICE TENANT + ANCILLARY USES)
- COMMERCIAL USE (RETAIL + ANCILLARY USES)
- COMMERCIAL USE (RETAIL, OFFICE, + ANCILLARY USES)
- BUILDING SUPPORT SPACE
- PUBLIC OPEN SPACE
- ELEVATORS/STAIRWAYS/VESTIBULES/LOBBIES/ETC.
- PUBLIC VIEWING AREA

NOTE: Public Promenade space shall be maintained between West Finger Retail and Headhouse Access Corridor for circulation.

NOTE: Public Viewing Areas shall be provided consistent with Section 7.03, within the zone identified as being within 25' from the easternmost point of the Far West Finger and 25' from the westernmost point of the Upper Ramp, and providing views oriented towards the U.S. Pierhead Line.

NOTE: Use and locations to be specified in accordance with Article 7. Space shown here is the initial occupancy CEE space which may be updated from time to time in accordance with Article 7.

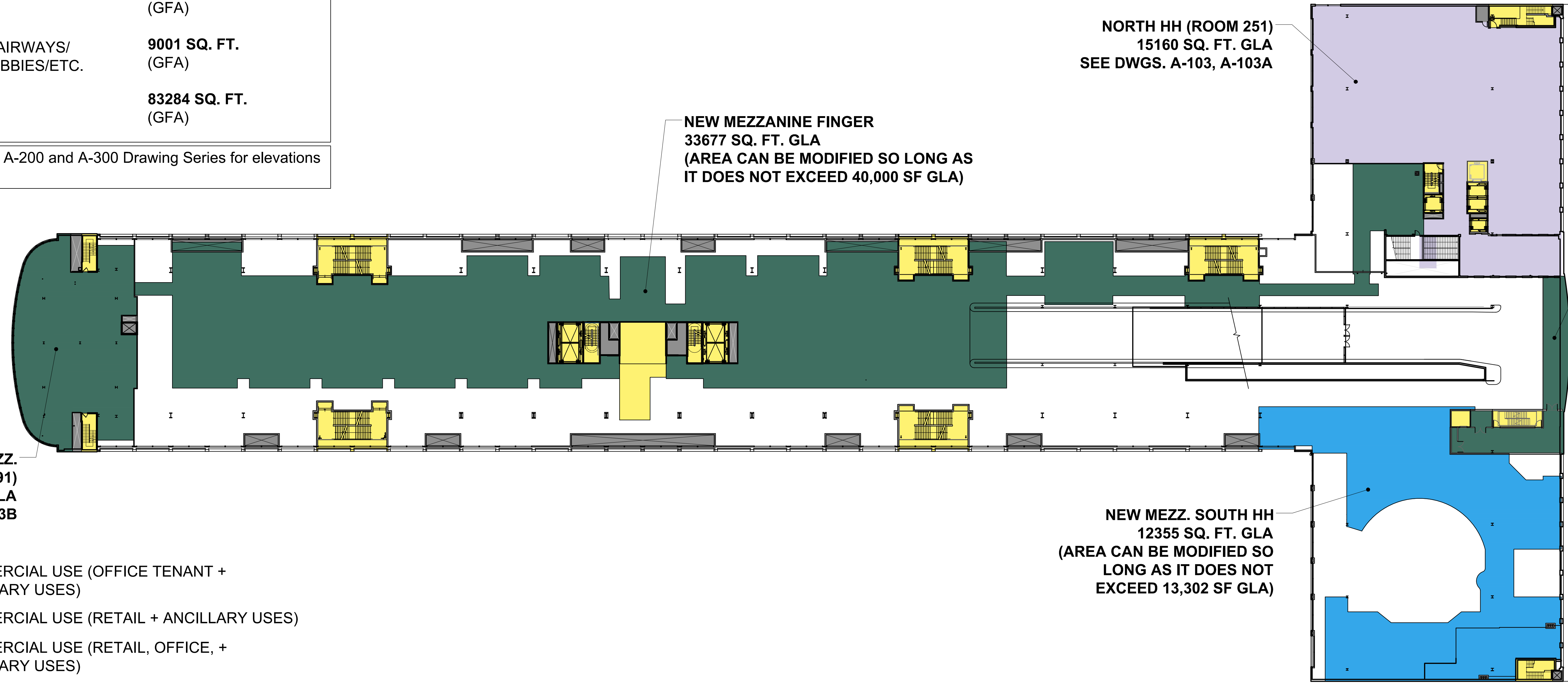
NOTE: Public restrooms shall be delineated on the Plans and Specifications for the Required Tenant Improvements consistent with Section 7.04.

NOTE: Spaces designated as Access Corridor and Public Promenade shall remain open and available to the public during hours of operation consistent with Section 7.10.

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NEW MEZZ. CENTER HH	2192 SQ. FT. (GLA)
EXISTING WEST MEZZ. (ROOM 291)	6613 SQ. FT. (GLA)
NEW MEZZANINE FINGER	33677 SQ. FT. (GLA)
NEW MEZZ. SOUTH HH	12355 SQ. FT. (GLA)
NORTH HH (ROOM 251)	15160 SQ. FT. (GLA)
BUILDING SUPPORT SPACE	4286 SQ. FT. (GFA)
ELEVATORS/STAIRWAYS/ VESTIBULES/LOBBIES/ETC.	9001 SQ. FT. (GFA)
TOTAL	83284 SQ. FT. (GFA)

NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.



EXISTING WEST MEZZ.
(ROOM 291)
6613 SQ. FT. GLA
SEE DWGS. A-103, A-103B

NEW MEZZANINE FINGER
33677 SQ. FT. GLA
(AREA CAN BE MODIFIED SO LONG AS
IT DOES NOT EXCEED 40,000 SF GLA)

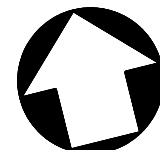
NORTH HH (ROOM 251)
15160 SQ. FT. GLA
SEE DWGS. A-103, A-103A

NEW MEZZ. CENTER HH
2192 SQ. FT. GLA

NEW MEZZ. SOUTH HH
12355 SQ. FT. GLA
(AREA CAN BE MODIFIED SO
LONG AS IT DOES NOT
EXCEED 13,302 SF GLA)

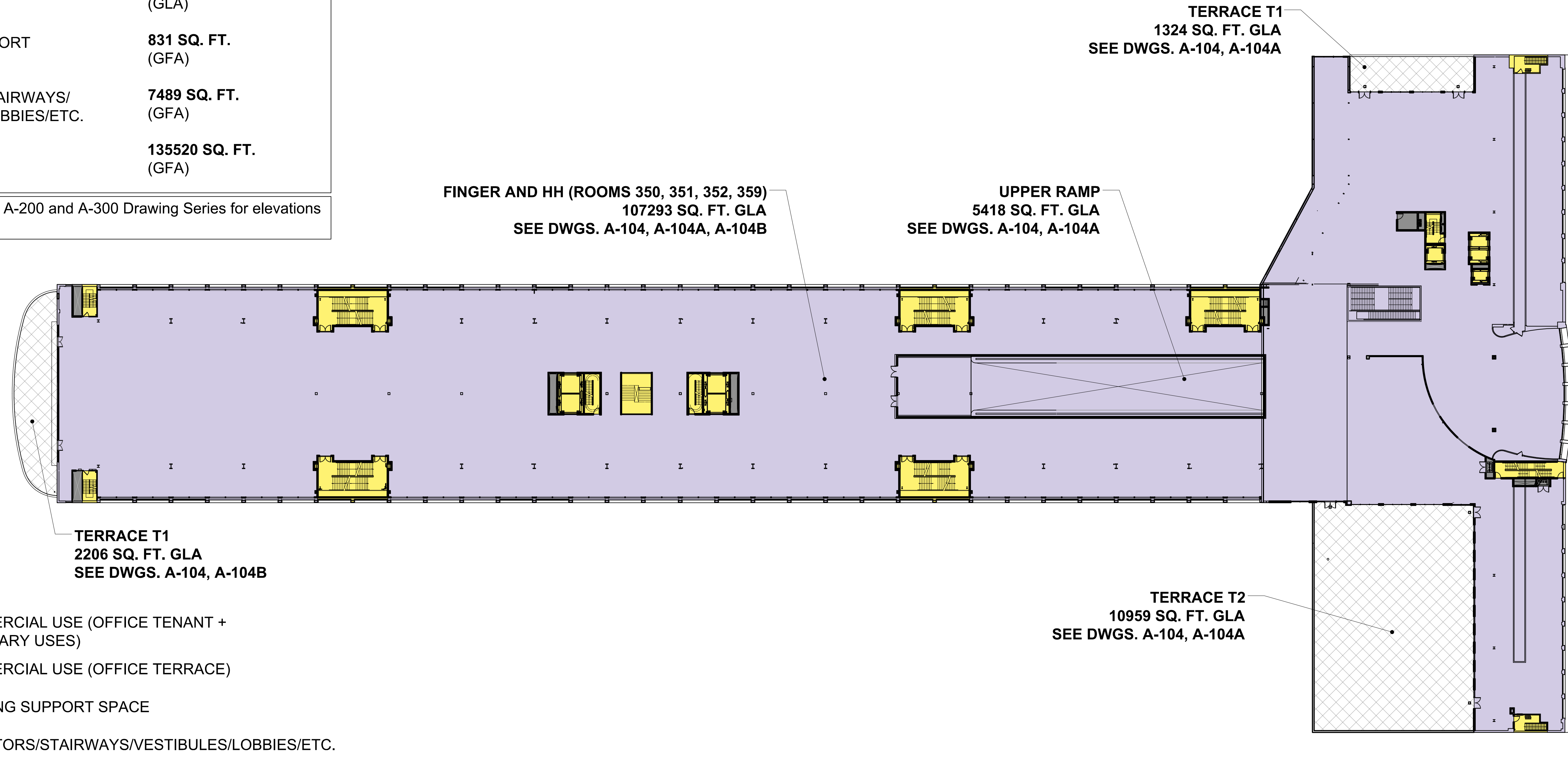
- COMMERCIAL USE (OFFICE TENANT + ANCILLARY USES)
- COMMERCIAL USE (RETAIL + ANCILLARY USES)
- COMMERCIAL USE (RETAIL, OFFICE, + ANCILLARY USES)
- BUILDING SUPPORT SPACE
- ELEVATORS/STAIRWAYS/VESTIBULES/LOBBIES/ETC.

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FINGER AND HH (ROOMS 350, 351, 352, 358, 359)	107293 SQ. FT. (GLA)
UPPER RAMP	5418 SQ. FT. (GLA)
TERRACE T1	1324 SQ. FT. (GLA)
TERRACE T2	10959 SQ. FT. (GLA)
TERRACE T3	2206 SQ. FT. (GLA)
BUILDING SUPPORT SPACE	831 SQ. FT. (GFA)
ELEVATORS/STAIRWAYS/ VESTIBULES/LOBBIES/ETC.	7489 SQ. FT. (GFA)
TOTAL	135520 SQ. FT. (GFA)

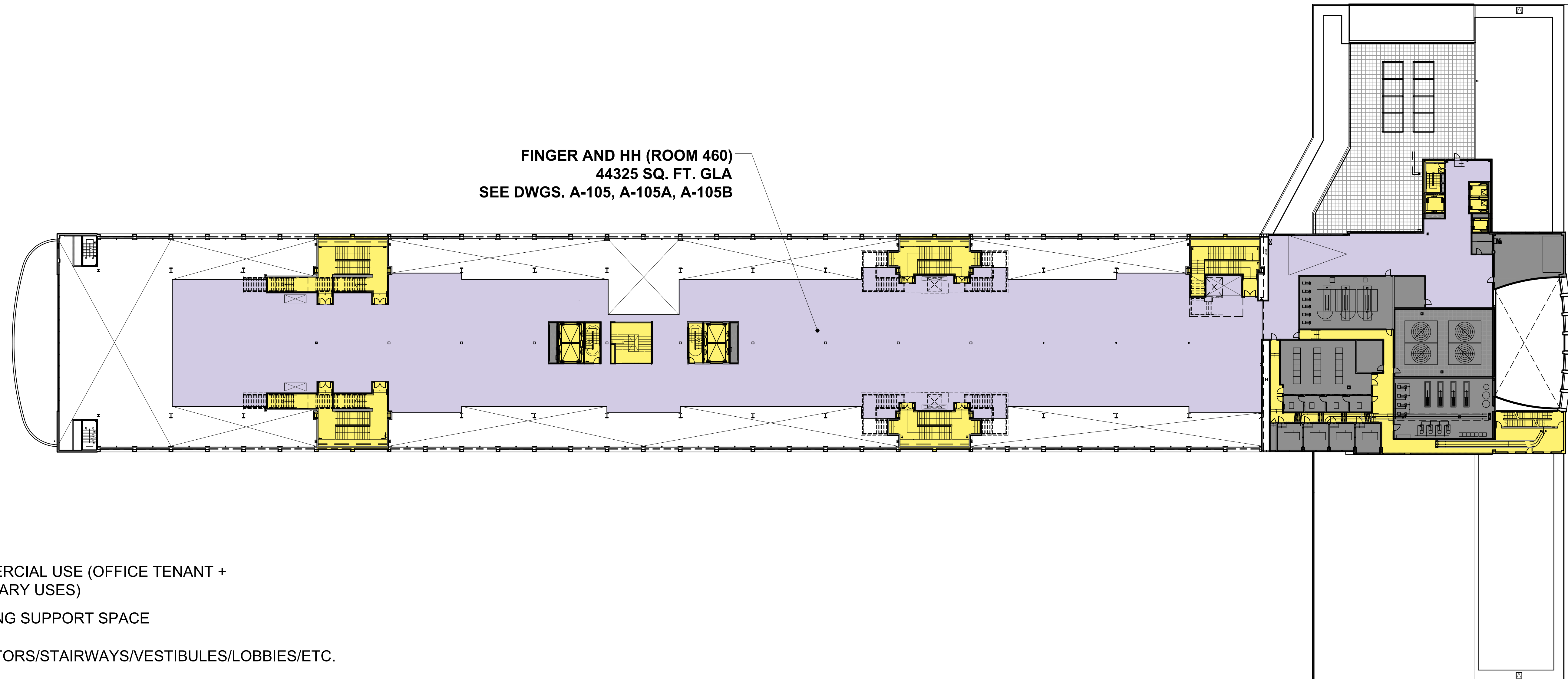
NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.



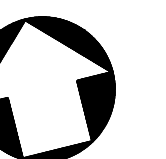
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FINGER AND HH (ROOM 460)	44325 SQ. FT. (GLA)
BUILDING SUPPORT SPACE	10513 SQ. FT. (GFA)
ELEVATORS/STAIRWAYS/ VESTIBULES/LOBBIES/ETC.	11372 SQ. FT. (GFA)
TOTAL	66210 SQ. FT. (GFA)

NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.

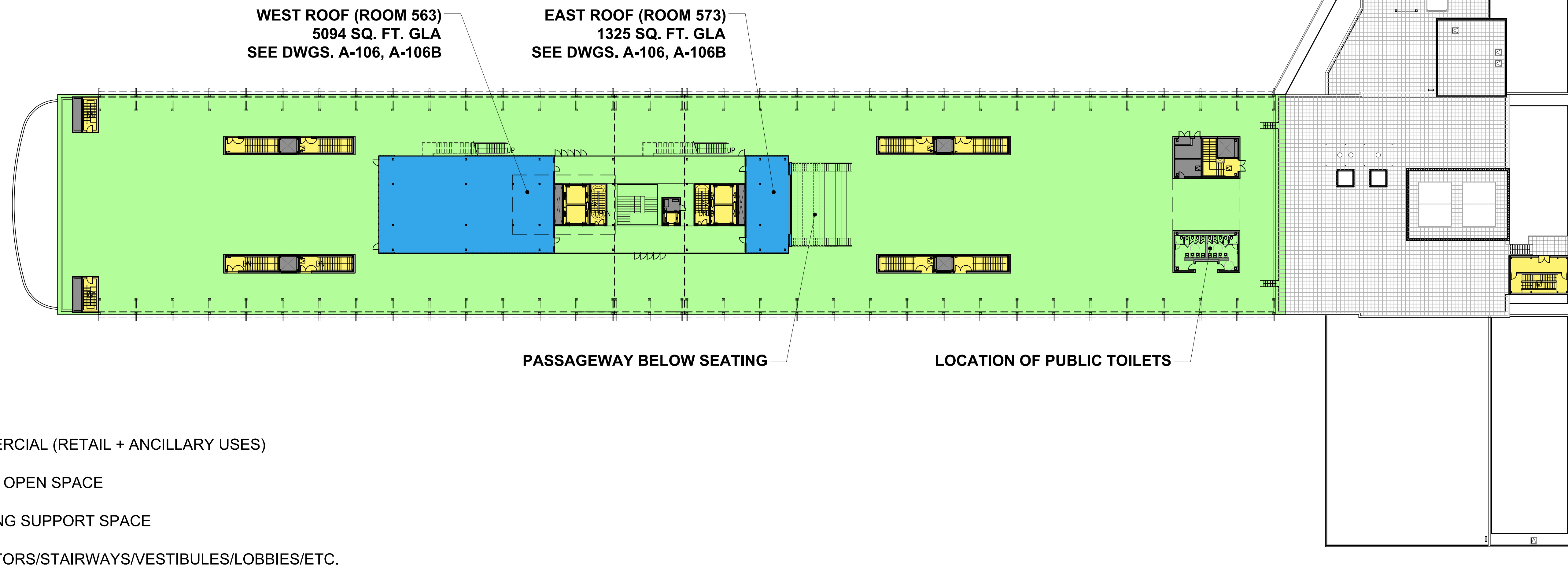
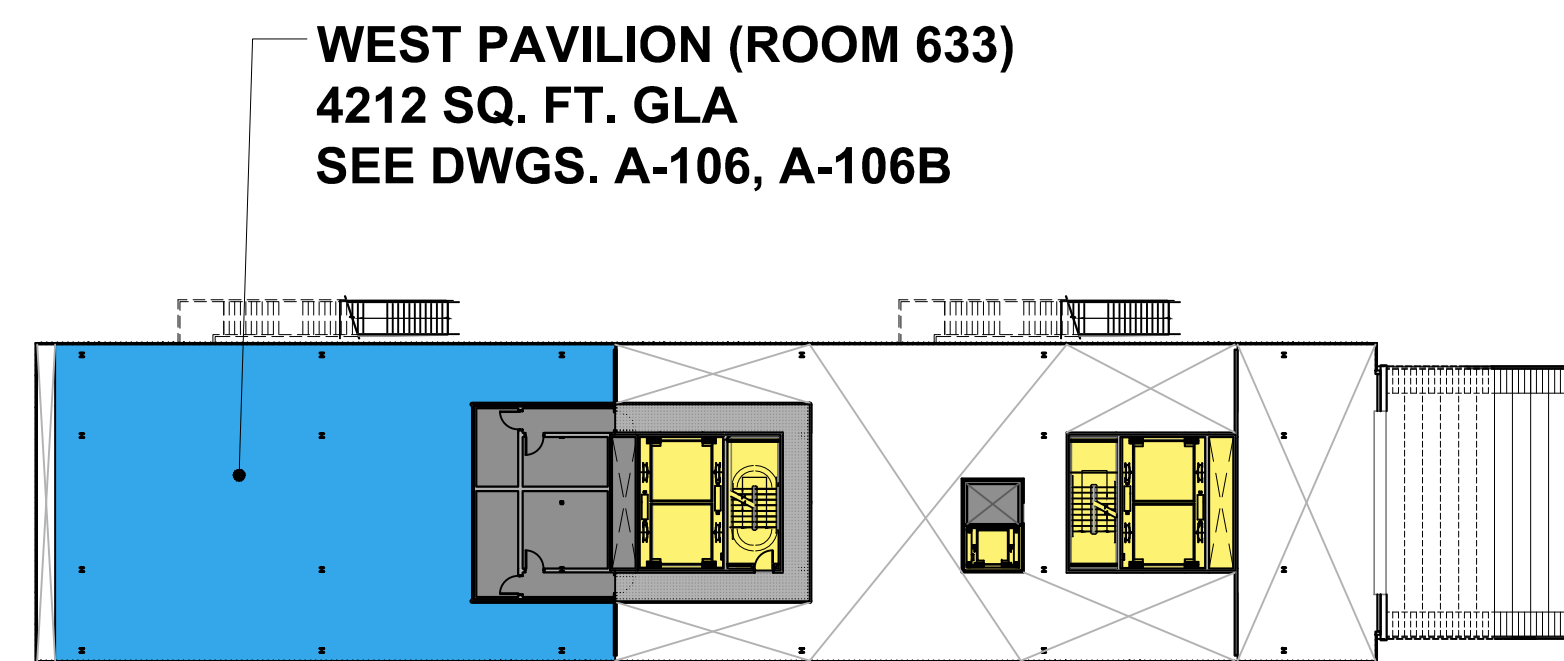


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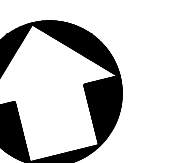


WEST ROOF (ROOM 563)	5094 SQ. FT. (GLA)
EAST ROOF (ROOM 573)	1325 SQ. FT. (GLA)
WEST PAVILION (ROOM 633)	4212 SQ. FT. (GLA)
PUBLIC OPEN SPACE	68204 SQ. FT. (GFA)
BUILDING SUPPORT SPACE	3342 SQ. FT. (GFA)
ELEVATORS/STAIRWAYS/ VESTIBULES/LOBBIES/ETC.	6286 SQ. FT. (GFA)
TOTAL	88463 SQ. FT. (GFA)

NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.

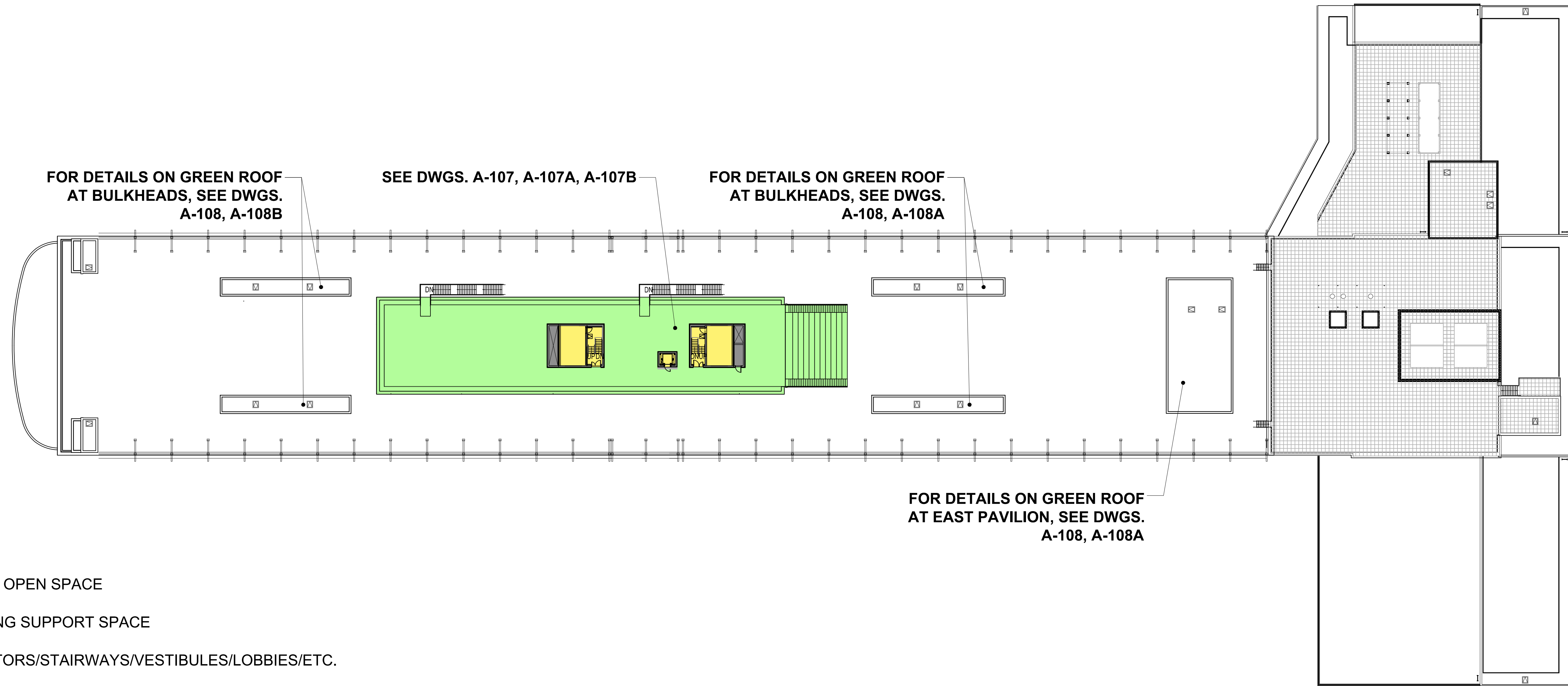


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PUBLIC OPEN SPACE	11960 SQ. FT. (GFA)
BUILDING SUPPORT SPACE	282 SQ. FT. (GFA)
ELEVATORS/STAIRWAYS/ VESTIBULES/LOBBIES/ETC.	1227 SQ. FT. (GFA)
TOTAL	13469 SQ. FT. (GFA)

NOTE: Refer to the A-200 and A-300 Drawing Series for elevations and sections.



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