THIS LEASE AMENDMENT (this "Amendment") dated as of SEPREMENT 7, 1985 between BATTERY PARK CITY AUTHORITY, a New York public benefit corporation having an office at 40 West Street, New York, New York 10006 ("Landlord") and MARINER'S COVE SITE J ASSOCIATES, a New York general partnership having an office c/o Goodstein Construction Corp., 211 East 46th Street, New York, New York 10017.

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease dated as of October 25, 1984 (the "Lease"), a Memorandum of which, being even date therewith, was recorded in the Office of the City Register, New York County on October 30, 1984 in Reel 843 at page 1699 covering the premises more particularly described in Exhibit A hereto; and

WHEREAS, Landlord and Tenant are desirous of amending the Lease in the manner hereinafter provided.

- NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree that the Lease is hereby amended in the following respects:

1. Section 42.09(c) of the Lease is hereby amended in its entirety to read as follows:

"(c) In addition to the rights and remedies granted to Landlord pursuant to the provisions of this Lease, each Unit Owner hereby grants to Landlord, effective only upon the occurrence of a Unit Owner Default and continuing until the payment to Landlord of the Deficiency Amount, a lien on such Unit (a "Landlord's Lien"), which Landlord's Lien shall be prior to all other liens on such Unit, except for Taxes, Impositions, the lien granted to the Board of Managers pursuant to the Condominium Act, liens granted to Governmental Authorities which, pursuant to; applicable law, are granted a priority and all sums unpaid on a first mortgage of record. Such Landlord's Lien shall be enforceable by Landlord only if Landlord shall have elected, in accordance with Section 42.09(a), to pursue its rights and remedies against such Defaulting Unit Owner."

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2. Except as herein amended, the terms and provisions of the Lease, in all other respects, shall remain unmodified and in full force and effect.

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

BATTERY BARK CITY AUTHORITY

By

MARINER'S COVE SITE J ASSOCIATES, a New York general partnership

By: CARA ASSOCIATES, a New York general partnership

By: a partner

By: HUDSON SOUTH ASSOCIATES, a New York general partnership

By a partner

By: RECTOR PARK ASSOCIATES, a New York general partnershiz

By: a partner

The undersigned hereby consents to this Lease Amendment.

CITIBANK, N.A.

By: Its: STATE OF NEW YORK) : SS_: COUNTY OF NEW YORK)

On this 134 day of Dicember , 1985, before me personally came Mayor J. Function, to me known, who, being by me duly sworn, did depose and say that he resides at 384 W. 101 At, MW Houk My ; that he is the Description of BATTERY PARK CITY AUTHORITY, the public benefit corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the members of said corporation; and that he signed his name thereto by like order.

CECILIA MADDEN Notary Public, State or New York No. 304698371 Qualified in Nassan County Cert. Filed in New York County Commission Expires March 30, 198.

STATE OF NEW YORK

: SS.:

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COUNTY OF NEW YORK)

On this 11th day of Trender , 1985, before me personally came Frank Aller, to me known, who, being by me duly sworn, did depose and say that he resides at 7 Attic Kack Cust Medule, 57 4. [1746; that he is a partner in the New York partnership known as Cara Associates, which partnership is a general partner in the New York partnership known as Mariner's Cove Site J Associates, the partnership described in and which executed the foregoing instrument.

US032 MISTLD NOTARY PTO 100 Nov Mark

Commission Expires March 37, 1.86

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

On this find day of Normber, 1985, before me personally came Area produce, , to me known, who, being by me duly sworn, did depose and say that he resides at fixed the foregoing is a general partner in the New York partnership is a general partner in the New York partnership known as Mariner's Cove Site J Associates, the partnership described in and which executed the foregoing instrument.

> NOTARY PUBLIC. 3 2 7 6w York Not. 30-4627784-Qualified: in Nassau County Commission Expires March 30, 1986

Notary Public

On this 1,²⁴ day of 100 here, 1985, before me personally came/house 1.2 here, to me known, who, being by me duly sworn, did depose and say that he resides at Multer of freed, hup here, it that he is a partner in the New York partnership known as Rector Park Associates, which partnership is a general partner in the New York partnership known as Mariner's Cove Site J Associates, the partnership described in and which executed the foregoing instrument.

ROSEMARIE A. ROBERTS Commissioner of Deeds. City of New York - No. 1-2739 Certificate Filed in New York County Commission Expires Nov. 1, 1976

PARCEL J

ALL that certain plot piece or parcel of-land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows

BEGINNING at a point on the northerly side of Rector Place distant 247-41 feet South 77 degrees 31 minutes 29 seconds West, as measured along the northerly side of Rector Place, from the point farmed by the intersection of the northerly side of Rector Place with the westerly side of South End Avenue;

RUNNING THENCE South 77 degrees 31 minutes 29 seconds West along the northerly side of Rector Place 63 feet;

THENCE along the sides of a park, as shown on a map bearing Acc. No. 30071 and showing a change in the City Mag, which map was approved by a resolution adopted by the Board of Estimate on November 13, 1981 (Cal. No. 4), the following 2 courses and distances

1) South 77 degrees 31 minutes 29 seconds West, 70 feet 2) North 18 degrees 14 minutes 10 seconds West, 122.44 feet;

THENCE North 77 degrees 31 minutes 29 seconds East 145-29 feet-

THENCE South 12 degrees 28 minutes 31 seconds East, 121.83 feet to the point or place of BEGINNING.

TOGETHER with the benefits of and subject vo the burdens of an easement of pedestrian and vehicular ingress and egress as set forth limited and delineated in a Declaration of Easement made by Battery Park City Authority dated as of 3/23/84 and recorded on 3/28/84 in Reel 778 page 44 over the following described parcel:

ALL that certain plat- piece or parcel of land. situate lying and being in the Borough of Manhattan, County, City and State of New York and more particularly bounded and described as fallaws:

BEGINNING at a point in the southerly line of Albany Street. distant 102.58 feet westerly from the corner formed by the intersection of the westerly line of South End Avenue with the southerly line of Albany Street

running thence south 12 degrees 28 minutes 31 seconds east. 1. 122.00 feet

2. thence south 77 degrees 31 minutes 29 seconds west, thence north 12 degrees 28 minutes 31 seconds west. 3. 122.00 feet to the southerly line of Albany Street. thence north 77 degrees 31 minutes 29 seconds east along 4. the southerly line of Albany Street, 25.00 feet thence south IZ degrees 28 minutes 31 seconds east, 97.00 5_ thence north 77 degrees 31 minutes 29 seconds east, 132.00 feet, 6. thence north 12 degrees. ZE minutes 31 seconds west, 97-00 feet to 7. thence north 77 degrees 31 minutes 29 seconds east along the ε. southerly line of Albany Street - 25 00 feet to the point or place of BEGINNING. Bearings are in the same system used on the Borough Survey, Earough President's Office, Barough of Manhattan.