

SECOND AMENDMENT TO AGREEMENT OF LEASE

THIS SECOND AMENDMENT TO AGREEMENT OF LEASE, dated as of August 1, 2013 (this "Amendment"), by and between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a body corporate and politic constituting a public benefit corporation, having an office at One World Financial Center, New York, New York 10281 ("Landlord") and PIER A BATTERY PARK ASSOCIATES, LLC, a Delaware limited liability company having an office at 93 Pearl Street, New York, New York 10004 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Agreement of Lease, dated as of March 9, 2011, as amended by that certain First Amendment to Agreement of Lease, dated as of June 1, 2011 (collectively, and as it may hereafter be amended, the "Operating Lease"), demising the premises known as "Pier A" at 22 Battery Place in the City, County and State of New York; and

WHEREAS, capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to such terms in the Operating Lease;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Tenant acknowledges and agrees that:

(a) as of this date Landlord's Work has been Substantially Completed in full compliance with the requirements of the Operating Lease;

(b) Tenant and Landlord have exchanged with each other their respective lists of all Punch List Items;

(c) Landlord shall provide to Tenant an updated report of progress on the Punch List Items, including any exceptions or comments to Tenant's list of Punch List Items, not later than August 15, 2013;

(d) Landlord has delivered, and Tenant has accepted delivery of, the Premises; and

(e) August 1, 2013, shall for all purposes under the Operating Lease be the Commencement Date.

2. (a) Tenant agrees to deposit Two Hundred Thousand Dollars (\$200,000) with Landlord as the first installment payable by Tenant pursuant to Section 38(B) of the Operating Lease not later than August 11, 2013.

(b) Tenant agrees to deposit Two Hundred Seventy-Five Thousand Dollars (\$275,000) with Landlord pursuant to Section 47(A) of the Operating Lease not later than August 6, 2013.

(c) Landlord agrees that, based on amounts previously spent by Tenant on certain eligible expenses and documented to Landlord's satisfaction, the amount required to be deposited by Tenant on the Commencement Date pursuant to Section 47(B) is hereby reduced to \$0.

3. (a) Tenant acknowledges that Landlord will continue certain construction work in the general vicinity of the Premises, which work is separate and apart from Landlord's Work or any Punch List Items. Landlord and Tenant agree that coordination of Tenant's completion of Tenant's Work with Landlord's ongoing work shall be in accordance with the logistics plan prepared by D'Onofrio General Contractors Corporation and reflected by the drawings, dated 5/20/13, attached as Exhibit A, as it may be revised and augmented from time to time, provided that any such revisions that may reasonably be expected to materially and adversely affect Tenant's prosecution of Tenant's Work shall be subject to Tenant's approval, which shall not be unreasonably withheld, delayed or conditioned.

(b) In completing Punch List Items, Landlord will follow such reasonable procedures as Tenant may establish to track the entrance and exit of Landlord's workers in the Premises. Landlord shall be responsible for damage to the Premises caused by Landlord's workers who are present to complete Punch List Items.

(c) Landlord shall provide security for the Public Areas from and after the Commencement Date relating to the Plaza, the Promenade, and any areas subject to the Public Area License during the construction of Tenant's Improvements. Tenant agrees to contribute fifty percent (50%) of the agreed upon total costs incurred for the provision of such security from and after the Commencement Date through Tenant's opening of the Premises for business operations, such amounts to be billed periodically by Landlord and payable by Tenant within thirty (30) days of the receipt thereof.

4. Landlord will schedule and Tenant will attend training sessions to reasonably facilitate Tenant's proper use of the Premises building systems. Such sessions shall be scheduled to occur not later than September 15, 2013, and Landlord shall afford Tenant not less than five (5) business days' notice of each session. Tenant acknowledges that Landlord's establishment of such training sessions does not diminish or otherwise affect Tenant's obligations under the Operating Lease in respect of the Premises building systems.

5. Nothing herein shall be construed as amending any terms or conditions of the Operating Lease except as expressly provided for in this Amendment. As so amended the Operating Lease is hereby ratified and confirmed. References in the Operating Lease to "this Lease Agreement" and words of similar import shall be construed as meaning the Operating Lease as amended by this Amendment.

6. Landlord and Tenant each represents, with respect to itself, that this Amendment

has been duly authorized and that the person executing it on such party's behalf is authorized to act on behalf of and bind such party, and that upon its execution this Amendment is the valid, legal and binding obligation of such party and is enforceable with respect to such party in accordance with its terms.

7. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the day and year first above written.

BATTERY PARK CITY AUTHORITY d/b/a
HUGH L. CAREY BATTERY PARK CITY
AUTHORITY

By: 

Name: Demetrios A. Boutris
Title: President/COO

PIER A BATTERY PARK ASSOCIATES, LLC

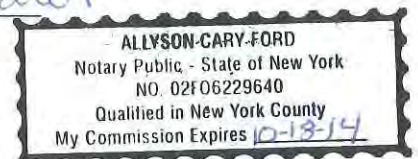
By: 

Name:
Title: Drew Spittler
Authorized Signatory

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

On the 1st day of August, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Demetrios A. Boutsis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Allyson Cary Ford
Notary Public



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

On the 1st day of August, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DREW SPITLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Maria F. Tenorio
Notary Public

Maria F. Tenorio
Notary Public, State of New York
NO. 01TE6146564
Qualified in New York County
My Commission Expires May 22, 2014

EXHIBIT A
(Logistics Plan Drawings)

PHASE 1 GENERAL ITEMS:

SCOPE:

SITE FENCING, GATES AND PERIMETER
ALL WPT, SAFETY AND REGULATORY SIGNAGE
SWPPP INFRASTRUCTURE
OFFICE TRAILERS AND ELECTRICAL

NOTES:

1. INSTALLATION OF PERIMETER FENCE PRECEDES ALL ACTIVITIES

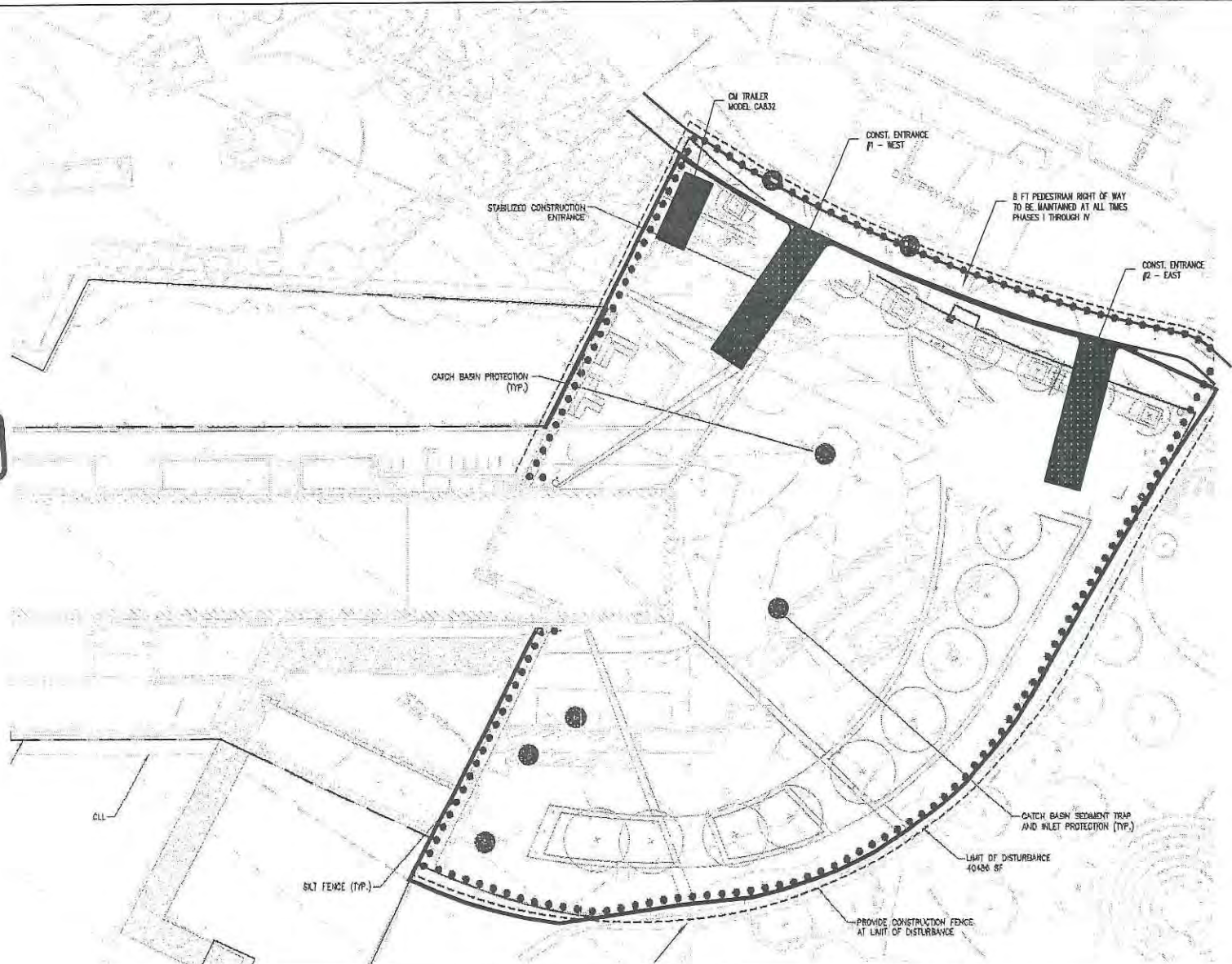
2. TWO CONSTRUCTION GATES WILL BE ESTABLISHED TO HELP DIVIDE THE SITE IN HALVES. THE GATES WILL BE ROLLING GATES, NOT SWING GATES DUE TO THE VICINITY OF THE STREET.

3. ONCE FENCE IS UP, WPT SIGNAGE FOR PEDESTRIAN FLOW TO BE POSTED (AW THE NYCDOT PERMITS. ADDITIONALLY, SITE NOTIFICATIONS, DSRIS SIGN, SAFETY WARNINGS, AND OWNER'S SIGNS TO BE POSTED AT THE SAME TIME

4. SWPPP INFRASTRUCTURE THEN COMPLETE PER SWPPP (IN DEVELOPMENT). CONSTRUCTION ENTRANCES ARE THE LAST ITEM INSTALLED AND MUST PRECEDE ANY DEMOLITION AND TRUCKING ON SITE

5. ENGINEER'S AND DGGC OFFICE TRAILERS MOVED AND HOOKED UP WITH ELECTRIC

ENTECH RECEIVED DATE:
06/14/2013



D'ONOFRIO GENERAL CONTRACTORS CORP
202-28TH STREET BROOKLYN NY 11232

MAINTENANCE AND PROTECTION OF TRAFFIC

No.	ZONE	REVISION DESCRIPTION	BY	DATE	APPROVAL
XX	XX	XX	XX	XX	XX

BATTERY PARK CITY AUTHORITY
PIER A PLAZA RECONSTRUCTION

NEW YORK

NEW YORK

DWG NO: SCALE: AS NOTED DATE: 05/2013 SHEET: LG01

PHASE I GENERAL ITEMS:

SOW - EAST SIDE CONSTRUCTION

DEMOLITION DOWN TO GRADE
EXCAVATION
SUBGRADE UTILITIES (IRRIGATION, WATER, ELECTRICAL)
GRADING, BACKFILL AND COMPACTION
FOOTINGS, FOUNDATIONS, SUBGRADE CONCRETE
SLAB ON GRADE

NOTES:

1. AREA BETWEEN SITES WILL BE PROTECTED BY BARRIER, WHICH WILL ALLOW THE TENANT TO CONTINUE OPERATIONS.
2. EAST SIDE WILL BE IN THIS PHASE FOR DCCC. EAST CONSTRUCTION GATE FOR CONSTRUCTION. WEST FOR TENANT. DURING THIS TIME, DCCC WILL MAN THE EAST GATE, TENANT RESPONSIBLE FOR WEST GATE.
3. ALL SUBGRADE ACTIVITIES ON THE EAST SIDE WILL BE COMPLETED UP TO AND INCLUDING THE SLAB.
4. SHPPP INFRASTRUCTURE WILL BE MAINTAINED ON 100% OF THE SITE.

ENTECH RECEIVED DATE:
06/14/2013



DYNAMIC GENERAL CONTRACTORS CORP
202-28TH STREET BROOKLYN NY 11232

**PHASE II - EAST SIDE
CONSTRUCTION ACTIVITIES**

XX	XX	XX	XX	XX	XX
No.	ZONE	REVISION DESCRIPTION	BY	DATE	APPROVAL

BATTERY PARK CITY AUTHORITY
PIER A PLAZA RECONSTRUCTION
NEW YORK NEW YORK

DWG NO.: SCALE: AS NOTED DATE: 052013 SHEET: LG01

PHASE II GENERAL ITEMS:

SCOP - WEST SIDE CONSTRUCTION

DEMOLITION DOWN TO GRADE
 EXCAVATION
 SUBGRADE UTILITIES (IRRIGATION, WATER, ELECTRICAL)
 GRADING, BACKFILL AND COMPACTION
 FOOTINGS, FOUNDATIONS, SUBGRADE CONCRETE
 SLAB ON GRADE
 PAVERS, PAVING, FINISHES
 PLANTERS
 REMOVAL OF CONSTRUCTION ENTRANCE
 SIDEWALK
 REMOVAL OF CONSTRUCTION FENCE (IF TENANT DOES NOT NEED)

NOTES:

1. AREA BETWEEN SITES WILL BE PROTECTED BY BARRIER, WHICH WILL ALLOW THE TENANT TO CONTINUE OPERATIONS.
2. WEST SIDE AND BUILDING ENTRANCE WILL BE IN THIS PHASE FOR DGCC. WEST CONSTRUCTION DATE FOR CONSTRUCTION; EAST FOR TENANT. DURING THIS TIME, DGCC WILL MAINTAIN THE WEST GATE. TENANT RESPONSIBLE FOR EAST GATE.
3. ALL ACTIVITIES ON THE WEST SIDE WILL BE COMPLETED UP TO AND INCLUDING THE FURNITURE AND PLANTERS. LANDSCAPING WILL BE HELD FOR FINAL PHASE.
4. SNIPP INFRASTRUCTURE WILL BE MAINTAINED ON 100% OF THE SITE.
5. SINCE THERE IS NO SUBGRADE WORK AT THE MAIN ENTRANCE, ONCE WE HAVE GRADED AND POURED THE SLAB IN THAT AREA, TENANT WILL HAVE ACCESS AGAIN TO THAT SPOT.

ENTECH RECEIVED DATE:
 06/14/2013



D'ONOFRIO GENERAL CONTRACTORS CORP
 202-26TH STREET BROOKLYN NY 11232

**PHASE III - WEST SIDE
 CONSTRUCTION ACTIVITIES**

						BATTERY PARK CITY AUTHORITY PIER A PLAZA RECONSTRUCTION			
						NEW YORK		NEW YORK	
XX	XX	XX	XX	XX	XX	DWG NO:	SCALE: AS NOTED	DATE: 05/2013	SHEET: LG01
No.	ZONE	REVISION DESCRIPTION			BY	DATE	APPROVAL		

SCHE - EAST SIDE CONSTRUCTION

PAVERS, PAVING, FINISHES
PLANTERS
LANDSCAPING AND PLANTING
REMOVAL OF CONSTRUCTION ENTRANCE
SIDEWALK
REMOVAL OF CONSTRUCTION FENCE (IF TENANT DOES NOT
NEED)

NOTES:

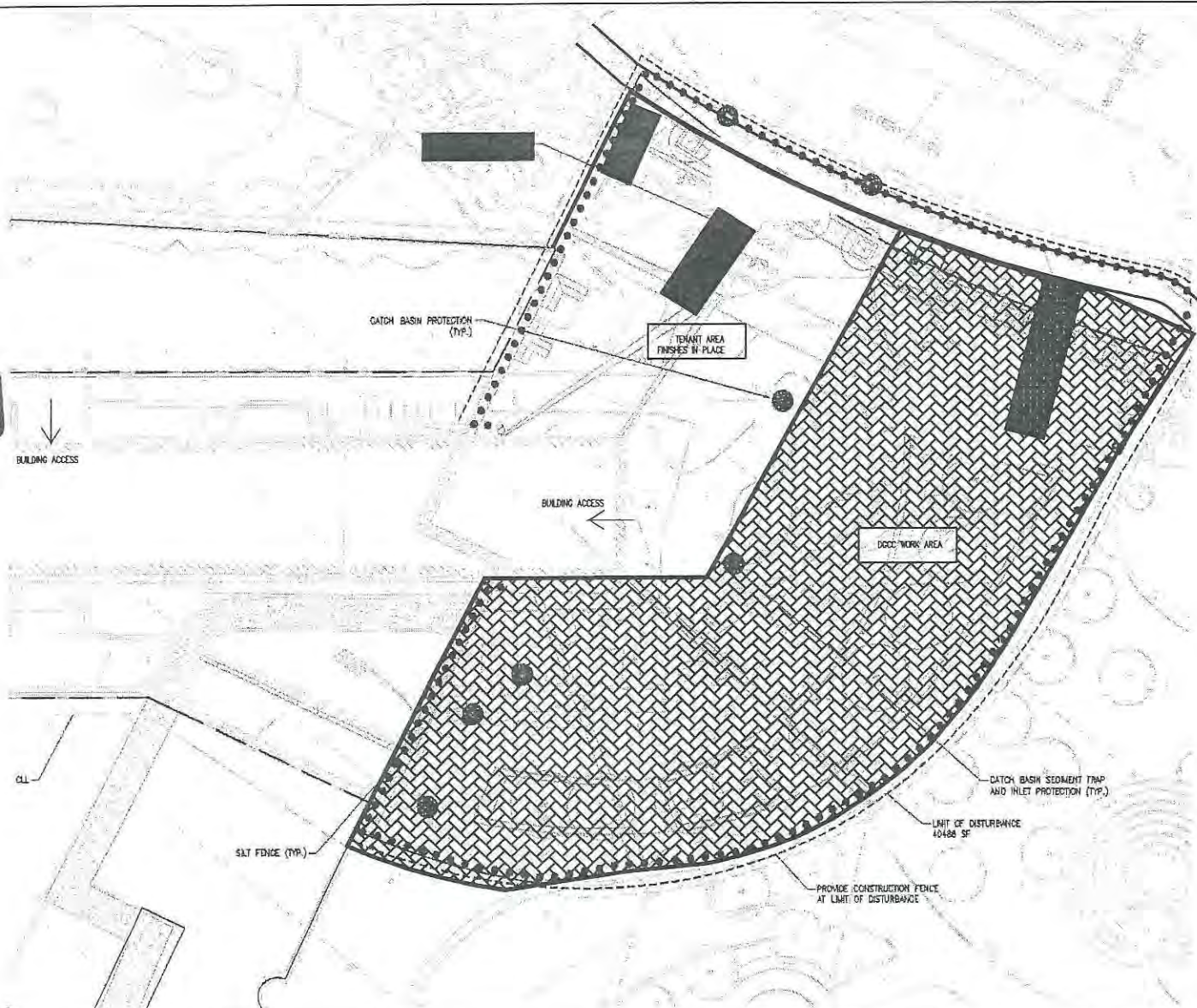
1. AREA BETWEEN SITES WILL BE PROTECTED BY BARRIER, WHICH WILL ALLOW THE TENANT TO CONTINUE OPERATIONS.

2. EAST SIDE WILL BE IN THIS PHASE FOR DOCC. WEST CONSTRUCTION GATE FOR CONSTRUCTION; EAST FOR TENANT. DURING THIS TIME, DOCC WILL MAINTAIN THE EAST GATE, TENANT RESPONSIBLE FOR WEST GATE.

3. ALL ACTIVITIES ON THE EAST SIDE WILL BE COMPLETED UP TO AND INCLUDING THE FURNITURE, PLANTERS AND LANDSCAPING.

4. SHIPP INFRASTRUCTURE WILL BE REMOVED AT THE END OF THIS PHASE, AS WILL THE CONSTRUCTION FENCE.

ENTECH RECEIVED DATE:
06/14/2013



D'ONDRIO GENERAL CONTRACTORS CORP 202-28TH STREET BROOKLYN NY 11232			PHASE IV - EAST SIDE CONSTRUCTION ACTIVITIES							BATTERY PARK CITY AUTHORITY PIER 6 PLAZA RECONSTRUCTION				
												NEW YORK	NEW YORK	
				XX	XX	XX		XX	XX	XX				
				No.	ZONE	REVISION DESCRIPTION		BY	DATE	APPROVAL	DWG NO:	SCALE: AS NOTED	DATE: 05/2013	SHEET: LG01

PHASE II GENERAL ITEMS:

SOB - EAST SIDE CONSTRUCTION

PAVERS, PAVING, FINISHES
PLANTERS
LANDSCAPING AND PLANTING
REMOVAL OF CONSTRUCTION ENTRANCE
SIDEWALK
REMOVAL OF CONSTRUCTION FENCE (IF TENANT DOES NOT NEED)

NOTES:

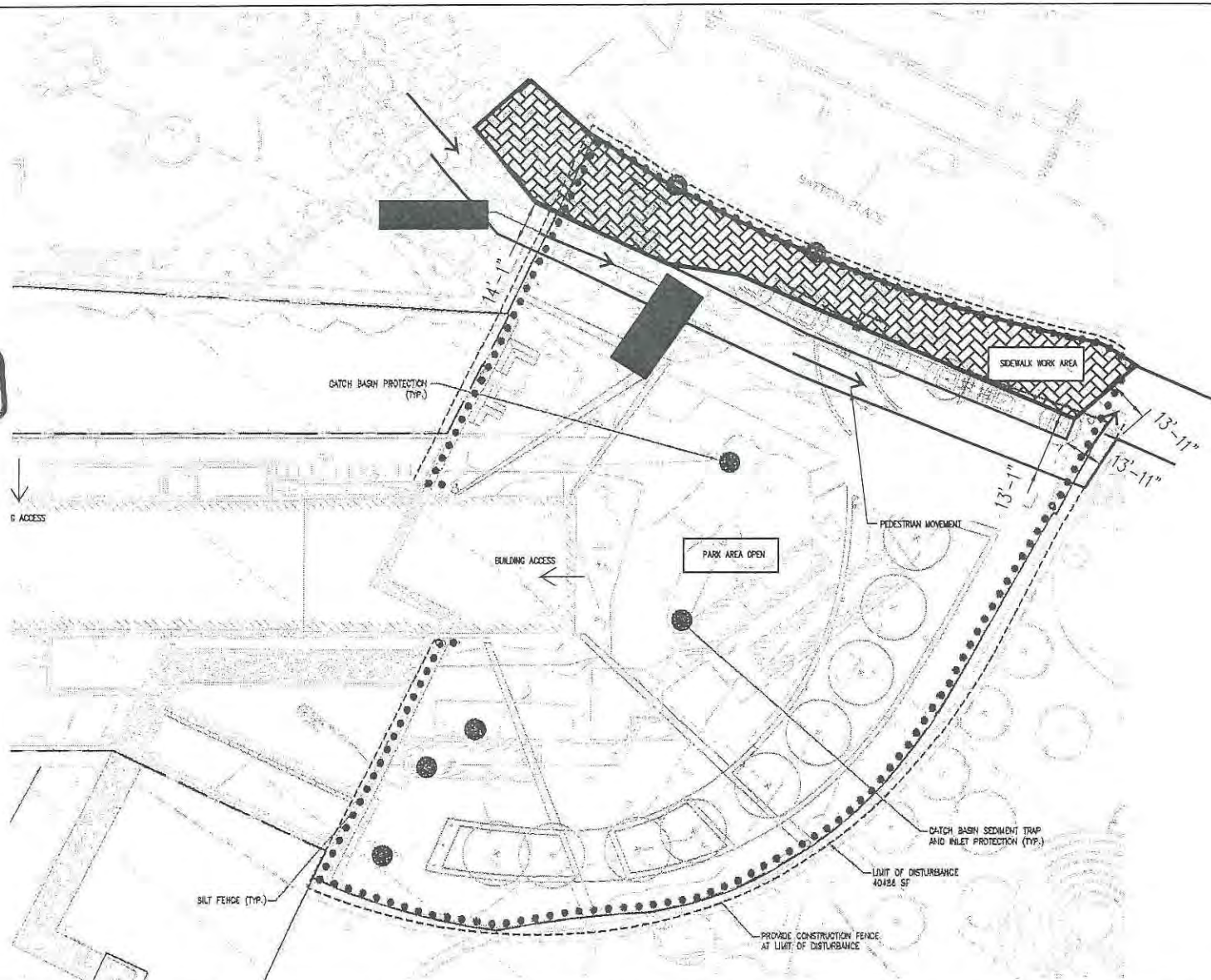
1. AREA BETWEEN SITES WILL BE PROTECTED BY BARRIER, WHICH WILL ALLOW THE TENANT TO CONTINUE OPERATIONS.

2. EAST SIDE WILL BE IN THIS PHASE FOR DOCC WEST CONSTRUCTION GATE FOR CONSTRUCTION; EAST FOR TENANT. DURING THIS TIME, DOCC WILL MAINTAIN THE EAST GATE. TENANT RESPONSIBLE FOR WEST GATE.

3. ALL ACTIVITIES ON THE EAST SIDE WILL BE COMPLETED UP TO AND INCLUDING THE FURNITURE, PLANTERS AND LANDSCAPING.

4. SHPPP INFRASTRUCTURE WILL BE REMOVED AT THE END OF THIS PHASE, AS WILL THE CONSTRUCTION FENCE.

ENTECH RECEIVED DATE:
06/14/2013



D'ONOFRIO GENERAL CONTRACTORS CORP.
202-26TH STREET BROOKLYN NY 11232

**PHASE V - SIDEWALK
CONSTRUCTION ACTIVITIES**

XX	XX	XX	XX	XX	XX	XX
No.	ZONE	REVISION DESCRIPTION			BY	DATE
					APPROVAL	

BATTERY PARK CITY AUTHORITY
PIER A PLAZA RECONSTRUCTION

NEW YORK NEW YORK

DWG NO: SCALE: AS NOTED DATE: 05/2013 SHEET: LG01