

**FOURTH AMENDMENT OF LEASE**

**THIS AGREEMENT**, made as of the <sup>th</sup> / 9 day of July 1994, by and between **BATTERY PARK CITY AUTHORITY** ("Landlord"), a body corporate and politic constituting a public benefit corporation of the State of New York having an office at One World Financial Center, New York, New York 10281, and **SOUTH COVE ASSOCIATES, L.P.** ("Tenant"), a Delaware limited partnership having an office c/o Goodstein Properties, 242 East 51st Street, New York, New York 10021.

**WITNESSETH:**

**WHEREAS**, pursuant to an agreement of lease dated as of March 19, 1987 (the "Lease"), a memorandum of which dated March 19, 1987 was recorded in the Office of the City Register, New York County on April 3, 1987 at Reel 1211, Page 1428, as modified by letter agreement dated June 18, 1987, and Amendments of Lease made as of January 12, 1989 and May 17, 1991, respectively, Landlord leased to Tenant, as assignee of Battery Place Site 11 Associates, certain premises known as Site 11, Battery Park City, Battery Park City Residential Area Phase III, being more particularly described in the Lease (the "Premises"); and

**WHEREAS**, in connection with a certain lease dated the date hereof (the "Theater Unit Lease") between Tenant as Landlord and Landlord as Tenant of a certain position of the Premises, Landlord and Tenant desire to amend the Lease as hereinafter provided; and

**WHEREAS**, pursuant to Resolution No. 94-BP-0104-B, dated July 13, 1994, the New York State Public Authorities Control Board has approved such amendment;

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

1. During the term of the Theater Unit Lease and any extensions or renewals thereof, including, without limitation, an extension pursuant to Section 40.0 (ii) thereof, the provisions of Sections 3.09 and 3.10 of the Lease shall have no applicability to the Demised Premises (as defined in the Theater Unit Lease). The preceding sentence shall apply with respect to the such Demised Premises notwithstanding any assignment by Landlord of its interest in the Theater Unit Lease or any subletting by Landlord of all or any portion of such Demised Premises.

2. Except as specifically herein set forth, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and shall continue to be binding upon the parties hereon and their respective successors and assigns.

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Agreement this     day of July, 1994.

LANDLORD:  
**BATTERY PARK CITY AUTHORITY**

By: David Emil  
David Emil, President

TENANT:  
**SOUTH COVE ASSOCIATES, L.P.**

By: South Cove Associates Corp.,  
General Partner

By: [Signature]