

THIS LEASE AMENDMENT (the "Amendment") dated as of November 14, 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 HUDSON VIEW TOWERS ASSOCIATES, a joint venture having an office c/o The Zeckendorf Company, 502 Park Avenue, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease dated as of December 6, 1984, a Memorandum of which, bearing even date therewith, was recorded in the Office of the City Register, New York County on December 11, 1984 in Reel 855 at page 449, as amended by Amendment to Lease dated as of March 26, 1985 between Landlord and Tenant, a Memorandum of which, bearing even date therewith, was recorded on May 1, 1985 in said Register's Office in Reel 905 at page 598, as further amended by Lease Amendment dated as of August 30, 1985 (the "Lease"), 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. The definition of "Institutional Lender" set forth in Article 1 of the Lease is hereby amended in its entirety to read as follows:

*Phase II  
Site*

"Institutional Lender" shall mean a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), an insurance company organized and existing under the laws of the United States or any state thereof, a religious, educational or eleemosynary institution, a federal, state or municipal employee's welfare, benefit, pension or retirement fund or any combination of Institutional Lenders; provided, that each of the above entities shall qualify as an Institutional Lender within the provisions of this Section only if it shall (a) be subject or submit itself to (i) the jurisdiction of the courts of the State of New York in any actions arising out of this Lease or the first mortgage loan and (ii) the supervision of (A) the Comptroller of the Currency of the United States or the Insurance Department or the Banking Department or the Comptroller of the State of New York, or the Board of Regents of the University of the State of New York, or the Comptroller of the City or (B) any federal, state or municipal agency or public benefit

corporation or public authority advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of improvements, and (b) have net assets of not less than \$250,000,000."

2. The definition of "Mortgage" set forth in Article 1 of the Lease is hereby amended in its entirety to read as follows:

"Mortgage" shall mean any mortgage which constitutes a lien on Tenant's interest in this Lease and the leasehold estate created hereby, provided such mortgage is held by (i) an Institutional Lender (or a Person which qualified as an Institutional Lender when such mortgage was made), or its assignee, which assignee shall also be an Institutional Lender or (ii) a Person formerly constituting Tenant, or such Person's assignee, if such mortgage is made to such Person in connection with an assignment by it of its interest in this Lease. The term "Mortgage" shall not include a Unit Mortgage or Recognized Unit Mortgage (each as hereinafter defined).

3. The following definition of "Mortgagee Unavoidable Delays" is hereby added to Article 1 of the Lease:

"Mortgagee Unavoidable Delays" shall mean (i) with respect to Mortgagee, delays incurred by Mortgagee due to strikes, lock-outs, work stoppages due to labor jurisdictional disputes, acts of God, inability to obtain labor or materials due to governmental restrictions (other than any governmental restrictions which Mortgagee is bound to observe pursuant to the terms of this Lease), enemy action, civil commotion, fire, unavoidable casualty or other similar causes beyond the control of Mortgagee, unusual subsurface conditions (which, for purposes of this Lease, shall not include buried pilings, shorings, excessive silt or debris, condition of the cofferdam, ground or tidal water), Landlord's failure to complete the Civic Facilities in accordance with Section 26.02, a work stoppage or slow-down requested by Landlord, which for purposes of this Section shall include the construction activities of Landlord under this Lease or the wrongful failure of Landlord (as determined by arbitration

pursuant to this Lease) to grant any consent or approval to Tenant or Mortgagee (but not including Tenant's insolvency or financial condition); provided Mortgagee shall have notified Landlord not later than ten (10) Business Days after the same shall occur, and the effects of which a prudent Person in the position of Mortgagee could not have reasonably prevented."

4. The second sentence of Section 7.01(b) of the Lease is hereby amended in its entirety to read as follows:

"The coverage provided by Tenant as required by Sections 7.01(a)(i), (iv), (v), (vi) and (vii) also shall name each Mortgagee or Recognized Unit Mortgagee, if applicable, as an insured under a standard mortgagee clause."

5. The first sentence of Section 7.02(a) of the Lease is hereby amended in its entirety to read as follows:

"The loss under all policies required by any provision of this Lease insuring against damage to the Buildings by fire or other casualty shall be payable to Depository, except that amounts less than Two Hundred Fifty Thousand (\$250,000.00) Dollars shall be payable in trust directly to Tenant, sub-

ject to the superior right of any Mortgagee to act as trustee, for application to the cost of Restoration in accordance with Article 8 hereof."

6. The last sentence of Section 7.02(d) of the Lease is hereby amended in its entirety to read as follows:

"Subject to the rights of any Mortgagee named as an insured, any adjustments for claims with the insurers involving sums of less than Two Hundred Fifty Thousand (\$250,000.00) Dollars (as such amount shall be increased as provided in Section 7.02(a)) shall be made with Tenant."

7. Section 7.02(e) of the Lease is hereby amended in its entirety to read as follows:

"(e) All Rent Insurance shall provide in substance that all adjustments for claims with the insurers shall be made with Landlord and Tenant, subject to the rights of any Mortgagee named as an insured."

8. The first sentence of Section 10.10(b) is hereby amended in its entirety to read as follows:

"Notwithstanding the provisions of Section 10.10(a) hereof or Article 24 hereof, no Default by Tenant or Excepted Default (as hereinafter defined) shall be deemed

to exist for any purpose of this Lease as long as a Mortgagee, in good faith, shall have commenced promptly either (i) to cure the Default and to prosecute the same to completion with reasonable diligence and subject to Mortgagee Unavoidable Delays, or (ii) if possession of the Premises is required in order to cure the Default, or if the Default is of the nature described in Section 24.01 (e), (f), (g) or (h) or is not susceptible to cure by Mortgagee (such Defaults and Events of Default being herein referred to as "Excepted Defaults"), to institute foreclosure proceedings and obtain possession directly or through a receiver, and to prosecute such proceedings with diligence and continuity (subject to Mortgagee Unavoidable Delays) and, upon obtaining such possession, commence promptly to cure the Default (other than an Excepted Default) and to prosecute the same to completion with diligence and continuity (subject to Mortgagee Unavoidable Delays), provided, however that no Default or Excepted Default shall be deemed to exist if Mortgagee shall have been stayed or en-

joined from taking the actions described in clause (ii) herein so long as Mortgagee shall take such actions as soon as it is no longer stayed or enjoined from so taking, provided, further, that if the Default (other than an Excepted Default) has not been cured within the time period set forth in Section 10.10(a) hereof, the Mortgagee shall have delivered to Landlord, in writing, prior to the expiration of the applicable notice and grace period, its agreement to take the action described in clause (i) or (ii) herein, and that during the period in which such action is being taken (and any foreclosure proceedings are pending and for such period of time as Mortgagee is stayed or enjoined from instituting or prosecuting foreclosure proceedings), all of the other obligations of Tenant under this Lease, to the extent they are reasonably susceptible of being performed by the Mortgagee, are being duly performed."

9. The following sentence is hereby added to Section 10.10(b) of the Lease:

"Notwithstanding anything herein to the contrary, (a) the provisions of this Section 10.10(b) are for



the benefit of a Mortgagee only and (b) Landlord's rights with respect to Unavoidable Delays incurred by Landlord shall be fully available to Landlord and applicable to Landlord's obligations under this Lease as against any Mortgagee who has succeeded to the rights of Tenant under this Lease."

10. The following sentence is hereby added to Section 24.16 of the Lease:

"Notwithstanding anything contained in this Lease to the contrary, if Landlord allows Tenant or any Mortgagee to cure a Default or Event of Default after the expiration of any applicable grace period, Landlord shall be deemed to have waived such Default or Event of Default."

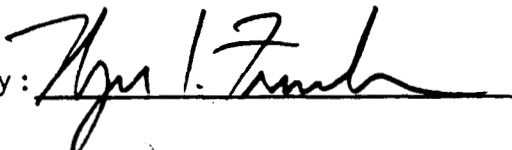
11. The following subsection (c) is hereby added to Section 25.01 of the Lease:

"(c) If Tenant shall designate the holder of any Mortgage as a party to whom Notices shall be sent as provided in Section 10.10(a), such designation shall be irrevocable during the term of such Mortgage, except that such Mortgagee may change its address by Notice to Landlord."

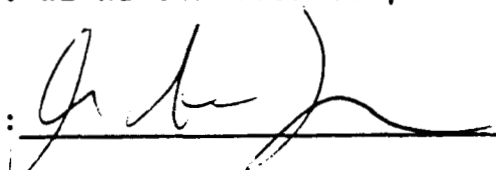
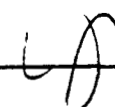
12. Except as herein amended, the terms and provisions of the Lease, in all other respects, shall remain unmodified and in full force and effect.

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

**BATTERY PARK CITY AUTHORITY**

By:   
Its: President

**HUDSON VIEW TOWERS ASSOCIATES  
By: WZ Hudson View Corp.**

By:   
Its: 

**By: MW View Associates  
By: GLK View Corp.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: Hudson View Towers Corpora-  
tion

By: ~~\_\_\_\_\_~~

Its: \_\_\_\_\_

President

By: Arthur G. Cohen Properties  
Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

VP

STATE OF NEW YORK )  
                                  :  
COUNTY OF NEW YORK )

On this 14th day of November, 1985, before me personally came Mayor S. Bracher, to me known, who being by me duly sworn, did depose and say that he resides at 349 W. 101st, New York, N.Y.; that he is the President 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 of New York  
No. 304698371  
Qualified in Nassau County  
Cert. Filed in New York County  
Commission Expires March 30, 1987

Cecilia Madden  
Notary Public

STATE OF NEW YORK )  
                                  :  
COUNTY OF NEW YORK )

On this 14 day of November, 1985, before me personally came William Lie Zeckendorf, to me known, who being by me duly sworn, did depose and say that he resides at 101 West 79th Street, New York, N.Y. 10024; that he is the Vice President of WZ HUDSON VIEW CORP., the corporation described in and which executed the foregoing instrument; and which executed the same as Joint Venturer of HUDSON VIEW TOWERS ASSOCIATES, a New York joint venture; and that he signed his name thereto by order of the board of directors of said corporation.

LOUIS SHLEVIN  
Notary Public, State of New York  
No. 314357789  
Qualified in New York County  
Commission Expires March 30, 1987

Louis Shlevin  
Notary Public

STATE OF NEW YORK )  
                                  :  
COUNTY OF NEW YORK )

On this 14 day of November, 1985, before me personally came Ernest S. Alison, to me known, who being by me duly sworn, did depose and say that he resides at Genesee Trail, Harrison, NY; that he is the President of GLK VIEW CORP., the corporation described in and which executed the foregoing instrument as a general partner of WW VIEW ASSOCIATES, a New York limited partnership, and which executed the same as Joint Venturer of HUDSON VIEW TOWERS ASSOCIATES, a New York joint venture; and that he signed his name thereto by order of the board of directors of said corporation.

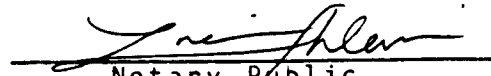
  
\_\_\_\_\_  
Notary Public

LORAN SHLEVIN  
Notary Public, State of New York  
No. 31-4657788  
Qualified in New York County  
Commission Expires March 30, 1987

LORAN SHLEVIN  
NOTARY PUBLIC, State of New York  
No. 31-4657788  
Qualified in New York County  
Commission Expires March 30, 1987

STATE OF NEW YORK )  
                                  :  
COUNTY OF NEW YORK )

On this 14 day of November, 1985, before me personally came William M. Hubbard, to me known, who being by me duly sworn, did depose and say that he resides at 447 East 57th Street; that he is the President of HUDSON VIEW TOWERS CORPORATION the corporation described in and which executed the foregoing instrument and which executed the same as Joint Venturer of HUDSON VIEW TOWERS ASSOCIATES, a New York joint venture; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

LORAN SHLEVIN  
NOTARY PUBLIC, State of New York  
No. 31-4657788  
Qualified in New York County  
Commission Expires March 30, 1987