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**THIRD LEASE AMENDMENT AND SPLITTER AGREEMENT**

**By and Among**

**BATTERY PARK CITY AUTHORITY**

**as Landlord**

**and**

**MUSEUM OF JEWISH HERITAGE: A LIVING MEMORIAL TO THE HOLOCAUST**

**as Tenant**

**Dated as of**

**October 28, 2011**

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## THIRD LEASE AMENDMENT AND SPLITTER AGREEMENT

**THIRD LEASE AMENDMENT AND SPLITTER AGREEMENT** (this "Splitter Agreement"), dated as of October 28, 2011 (the "Effective Date"), is entered into by and between BATTERY PARK CITY AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York, having an address at One World Financial Center, New York, New York, 10281 ("Landlord") and MUSEUM OF JEWISH HERITAGE: A LIVING MEMORIAL TO THE HOLOCAUST, a New York education corporation, having an address at 36 Battery Place, New York, New York, 10280 ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Agreement of Lease dated August 16, 1994, which constituted a sublease (subject to a ground lease), as amended by that certain First Amendment to Lease by and between Landlord and Tenant dated as of July 11, 1995 and that certain Second Amendment to Lease by and between Landlord and Tenant dated as of March 25, 2002 (as so amended, the "Prior Lease"), with respect to the premises described therein, namely Site 14A and the Site 14A Building (together, the "14A Premises") and Site 14B and the East Wing (together, the "14B Premises");

WHEREAS, Landlord and Tenant desire to split the Prior Lease into a separate leases governing the 14A Premises and a separate lease governing the 14B Premises and make certain other amendments to the Prior Lease;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises contained in this Splitter Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant, covenant and agree as follows:

SECTION 1. Splitting. The Prior lease is hereby split into separate leases governing the 14A Premises and the 14B premises. The Prior Lease, as it applies to the 14A premises only, shall constitute the "14A Lease". The Prior Lease, as it applies to the 14B Premises only, shall constitute the "14B Lease". Each of the 14A Lease and the 14B Lease shall henceforth be separate agreements governing the subject matter set forth therein. The 14A Lease shall be superseded by the Amended and Restated Agreement of Lease (Site 14A) entered into by Tenant and Landlord on the date hereof and the 14B Lease shall be superseded by the Amended and Restated Agreement of Lease (Site 14B) entered into by Tenant and Landlord on the date hereof.

SECTION 2. Brokers. Each of the parties hereto represents to the other that it has not dealt with any broker, finder or like Person in connection with this Splitter Agreement. Each party hereto agrees to defend, indemnify and hold harmless the other party against and from any claims for any brokerage commissions, and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements, arising out of its breach of its respective representations and warranties contained in this Section 5.

SECTION 3. Authority. Tenant and Landlord, and each of the persons executing this Splitter Agreement on behalf of Tenant and Landlord, do hereby warrant that the party for which they are executing this Splitter Agreement (i) is a duly authorized and existing entity; (ii) is qualified to do business in the State of New York; and (iii) has full right and authority to enter into this Splitter Agreement, and that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties.

SECTION 4. Effectiveness. This Splitter Agreement shall be effective as of the Effective Date. This Splitter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Splitter Agreement may not be changed, modified or terminated orally, but only by a written instrument of change, modification or termination executed by the party against which enforcement of any change, modification, or termination is sought.

SECTION 5. Ratification. The 14A Lease, as amended herein, is hereby ratified and confirmed and shall remain in force and effect. The 14B Lease, as amended herein, is hereby ratified and confirmed and shall remain in force and effect.

SECTION 6. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the 14A Lease or 14B Lease, as applicable.

SECTION 7. Headings. The descriptive headings contained in this Splitter Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Splitter Agreement.

SECTION 8. Counterparts. This Splitter Agreement may be executed (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

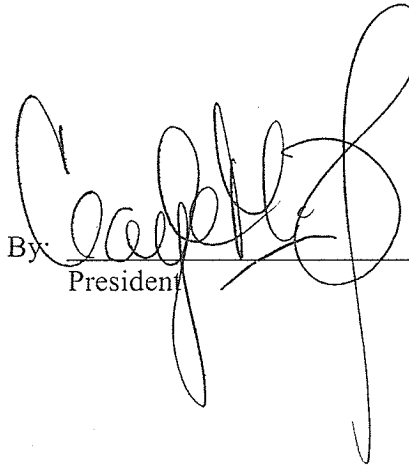
SECTION 9. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Splitter Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BATTERY PARK CITY AUTHORITY**

**MUSEUM OF JEWISH HERITAGE: A  
LIVING MEMORIAL TO THE  
HOLOCAUST**

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

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

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

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

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

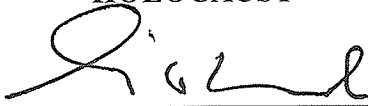
By: \_\_\_\_\_

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**BATTERY PARK CITY AUTHORITY**

**MUSEUM OF JEWISH HERITAGE: A  
LIVING MEMORIAL TO THE  
HOLOCAUST**

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

By:   
David G. Marwell  
Director

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

The Commission hereby consents to the terms and provisions of this Splitter Agreement:

**NEW YORK HOLOCAUST COMMISSION, INC.**

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

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

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

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

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

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