THIS FIRST AMENDMENT OF LEASE is made as of the 11 day of January, 2021 (the "Effective Date"), by and between ROOSEVELT ISLAND OPERATING CORPORATION ("Owner," "Landlord" or "RIOC"), a body corporate and politic constituting a political subdivision of the State of New York and a public benefit corporation having an office at 591 Main Street, Roosevelt Island, New York 10044, and RIVERWALK 8 HOUSING DEVELOPMENT FUND CORPORATION ("HDFC"), a New York not-for-profit corporation, formed under Article XI of the New York Private Housing Finance Law and Section 402 of the New York Not-For-Profit Corporation law, having an office at Settlement Housing Fund, Inc., 247 West 37th Street, 4th Floor, New York, New York 10018 and RIVERWALK 8, LLC ("Riverwalk 8, LLC"), a New York limited liability company, having an address c/o Related Companies L.P., 60 Columbus Circle, New York, New York 10023 (HDFC and Riverwalk 8 LLC being collectively referred to as "Tenant").

WITNESSETH:

WHEREAS, by Agreement dated as of December 26, 2018 (the "Lease"), the Landlord leased to the Tenant, and the Tenant leased from the Landlord a parcel of land in the Borough of Manhattan, County of New York, State of New York, as more particularly described in the Lease, for the construction of a residential building, which will be known as the "Building #8" as referred to in the Development Agreement; and

WHEREAS, pursuant to Section 11.6 of the Lease, Tenant is obligated to construct a comfort station in a location designated by Landlord in Firefighter's Field and to make such modifications to Firefighter's Field as may be needed to construct the comfort station (collectively referred to in the Lease as the "Comfort Station Work"), at a cost to Tenant not to exceed $1,000,000.00, with Landlord being responsible for all costs incurred in excess of $1,000,000.00 to connection with the performance of the Comfort Station Work; and

WHEREAS, the parties have agreed to amend the Lease in order to delete Tenant's obligation to perform the Comfort Station Work and to instead have Tenant pay Landlord the sum of $1,000,000.00 in lieu thereof; and

WHEREAS, capitalized terms used herein shall have the meaning ascribed to them in the Lease, unless otherwise set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Within ten (10) Business Days after the Effective Date, Tenant will pay RIOC the sum of One Million and 00/100 Dollars ($1,000,000.00) (the "Comfort Station Payment"), which payment shall constitute Additional Rent under the Lease. Upon payment of the Comfort Station Payment, Section 11.6 of the Lease will be deleted in its entirety and Tenant will be relieved of all obligations with respect to the performance of the Comfort Station Work.

2. Section 11.5 of the Lease obligates Tenant to substantially complete installation of Lighting at Firefighter's Field on or before Substantial Completion of the Building. The parties agree to delete the eighth sentence of Section 11.5 reading "Installation of the Lighting will be substantially completed on or before Substantial Completion of the Building" and insert the following sentences in its place:

> "Installation of the Lighting will be substantially completed by the earlier of the date that is (i) six (6) months after Substantial Completion of Building 9 (as defined in the Development Agreement), or (ii) the fifth (5^{th}) anniversary of the Effective Date. For purposes of this Section 11.5, Substantial Completion of Building 9 will be defined in the same manner as Substantial Completion of the Building is defined in this Lease."

Except as modified by this Paragraph 2, the provisions of Section 11.5 of the Lease with respect to Tenant's obligation to install Lighting at Firefighter's Field remain in full force and effect.

3. Each of the parties hereto represents and warrants to the other that (i) it does not require the consent of any other party in order to execute this First Amendment or perform its obligations hereunder, or if such consent is required that it has been duly obtained, and (ii) the person signing on behalf of each of the signatories hereto has been duly authorized to sign on behalf of such party.

4. Except as specifically modified herein, the Lease shall remain in full force and effect in accordance with its terms.

5. This Agreement may be signed in counterparts, all of which, when taken together, shall constitute a single and enforceable agreement. Signatures to this Agreement transmitted by electronic means shall be binding on the party transmitting such signatures and such party shall not use as a defense against the enforceability of this Agreement the fact that the signature so transmitted is not original, and signatures sent in such manner shall be deemed as original signatures for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LANDLORD:

ROOSEVELT ISLAND OPERATING CORPORATION

By:_____
Shelton J. Haynes
President and Chief Executive Officer

TENANT:

RIVERWALK 8 HOUSING DEVELOPMENT FUND CORPORATION, Tenant

By:_____
Lee Warshavsky
Secretary/Treasurer

RIVERWALK 8, LLC

By:_____
Jamar Adams
Manager

By:_____
David Kramer
Manager

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