



**Battery Park
City Authority**

KATHY HOCHUL
Governor

RAJU MANN
President & CEO

June 9, 2026

The Board of Managers of the Cove Club Condominium,
for itself and on behalf of all Unit Owners
2 South End Avenue
New York, NY 10280
Attn: Jim Hopkins, President

Re: Cove Club (Site 11), Sixth Amendment to Lease

Addressees:

Reference is made to the Agreement of Lease between Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority, as landlord (“**BPCA**”), and The Board of Managers of The Cove Club Condominium, as tenant (“**Tenant**”; and together with BPCA, each a “**Party**” and collectively, the “**Parties**”), dated as of March 19, 1987, a memorandum of which dated as of 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, Amendment of Lease dated as of January 12, 1989, Lease Amendment dated as of May 17, 1991, Fourth Amendment to Lease dated as of July 19, 1994, and Fifth Lease Amendment dated as of July 6, 2011 (as so amended, the “**Lease**”), for the premises known as Site 11 in Battery Park City, New York, New York (as more particularly described therein). All capitalized terms used but not defined herein shall have the respective meanings set forth in the Lease.

We have agreed, in connection with Tenant’s request to modify the method and timing of PILOT payments in Section 3.02(a) of the Lease, as follows:

1. Commencing as of July 1, 2026 and continuing thereafter during the Term, Tenant shall pay PILOT to Landlord in equal monthly installments during each Tax Year, in advance on the first day of each month. PILOT due for any period of less than a full month shall be appropriately apportioned.
2. Except as herein amended, the terms and conditions of the Lease shall remain unmodified and in full force and effect. Nothing herein shall not be deemed to constitute (i) a waiver of any existing or potential Default or Event of Default, or (ii) an acknowledgment that no Defaults exist. All rights and remedies are expressly reserved.

Please evidence your agreement by duly executing this letter in the space provided below.

Best regards,

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

Signed by:

By: _____
93F3805C167E455
Raju Mann, CEO & President

Accepted and Agreed to:

THE BOARD OF MANAGERS OF THE COVE CLUB CONDOMINIUM

By: 
Jim Hopkins, President