

As filed with the Securities and Exchange Commission on July 2, 2003.

Registration No. 333-
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8 REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933

ACADIA REALTY TRUST
(Exact name of issuer as specified in its charter)

Maryland 23-2715194
(State of Incorporation) (IRS Employer Identification Number)

1311 Mamaroneck Avenue, Suite 260 White Plains, NY 10605
(Address of Principal Executive Offices) (Zip Code)

ACADIA REALTY TRUST
2003 SHARE INCENTIVE PLAN

ACADIA REALTY TRUST
2003 EMPLOYEE SHARE PURCHASE PLAN
(Full title of the Plans)

Kenneth F. Bernstein, Chief Executive Officer
Acadia Realty Trust
1311 Mamaroneck Avenue, Suite 260
White Plains, NY 10605
(Name and address of agent for service)

(914) 288-8100
(Telephone number, including area code, of agent for service)

copy to:
J. Mark Poerio, Esq.
Paul, Hastings, Janofsky & Walker LLP
1299 Pennsylvania Ave., N.W., 10th Floor
Washington, DC 20004-2400
(202) 508-9582
(Name, address and telephone number of agent for service)

Title of Securities to be registered	CALCULATION OF REGISTRATION FEE			
	Amount to be registered (1)	Proposed Maximum Offering Price Per Unit (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Shares, par value \$.001 per share	1,163,008	\$9.14	\$10,629,893	\$859.96
Common Shares, par value \$.001 per share	100,000	\$9.14	\$914,000	\$73.94

(1) Registered herein are (i) 1,163,008 shares of the issuer's Common Shares that may be issued pursuant to its 2003 Share Incentive Plan and (ii) 100,000 shares of the issuer's Common Shares that may be issued pursuant to its 2003 Employee Share Purchase Plan. Also registered hereunder are such additional number of Common Shares, presently indeterminable, as may be necessary to satisfy the anti-dilution provisions of the Plans to which this Registration Statement relates in accordance with Rule 416 under the Securities Act of 1933, as amended (the "Securities Act");

(2) Calculated pursuant to paragraphs (c) and (h) of Rule 457 of the Securities Act, the proposed maximum offering price per share of the shares being registered is estimated solely for the purpose of determining the registration fee, based upon the average of the high and low prices per share of the Registrant's Common Shares, as reported on the New York Stock Exchange on June 30, 2003, which is within five business days prior to the date of filing of this Registration Statement.

PART I
INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 1. PLAN INFORMATION

The documents containing the information specified in Item 1 of Part I of this Registration Statement will be sent or given to participants who receive awards under the Acadia Realty Trust 2003 Share Incentive Plan or who have the opportunity to make purchases under the Acadia Realty Trust 2003 Employee Share Purchase Plan and, in accordance with Section 10(a) of the Securities Act and Rules 424 and 428 promulgated under the Securities Act by the Securities and Exchange Commission (the "Commission") are not being filed with, or included in, this Registration Statement.

ITEM 2. REGISTRATION INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

The documents containing the information specified in Item 2 of Part I of this Registration Statement will be sent or given free of charge to participants who receive awards under the Acadia Realty Trust 2003 Share Incentive Plan or who have the opportunity to make purchases under the Acadia Realty Trust 2003 Employee Share Purchase Plan and, in accordance with Section 10(a) of the Securities Act and Rule 428 promulgated under the Securities Act, are not being filed with, or included in, this Registration Statement. The requests can be sent to:

Acadia Realty Trust
1311 Mamaroneck Avenue
Suite 260
White Plains, New York 10605
Attn: Robert Masters, Esq.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents, which have been filed with the SEC by the Registrant, are incorporated by reference in this Registration Statement. The information incorporated by reference is considered to be part of this Registration Statement, and information that the Registrant files later with the SEC will automatically update and supersede this information. The Registrant incorporates by reference the documents listed below and any future filings the Registrant makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

(a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2002, filed with the SEC on March 28, 2003 (SEC File No. 001-12002); and

(b) The description of the Registrant's common shares of beneficial interest contained in its Registration Statement on Form 8-A dated May 21, 1993 (SEC File No. 33-6008), filed on May 26, 1993 pursuant to Section 12(g) of the Exchange Act, as amended, including any amendment or report filed for the purpose of updating such description;

(c) The Registrant's definitive proxy statement on Schedule 14-A, filed in connection with the annual meeting held on June 25, 2003 (SEC File No. 001-2002);

(d) The Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2003, filed within SEC on May 14, 2003 (SEC File No. 001-12002); and

(e) The Registrant's Form 8-K filed with the SEC on April 24, 2003 (SEC File No. 001-12002).

ITEM 4. DESCRIPTION OF SECURITIES

Inapplicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Martin L. Edelman, one of the Registrant's trustees, is counsel to the law firm of Paul, Hastings, Janofsky & Walker LLP.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant's bylaws and declaration of trust authorize the Registrant, to the extent permitted under Maryland law, to indemnify its trustees and officers in their capacity as such. Section 8-301(15) of the Maryland General Corporation Law ("MGCL") permits a Maryland REIT to indemnify or advance expenses to trustees and officers to the same extent as is permitted

for directors and officers of a Maryland corporation under the MGCL. The MGCL requires a Maryland corporation (unless its charter provides otherwise, which the Registrant's declaration of trust does not) to indemnify a director or officer who has been successful, on the merits or otherwise, for reasonable expenses incurred in the defense of any proceeding to which he is made a party by reason of his service in that capacity. The MGCL permits a Maryland corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation for a judgment of liability on the basis that the officer or director shall have been adjudged to be liable to the Registrant or that a personal benefit was improperly received, unless in either case a court orders indemnification and then only for expenses. In addition, the MGCL permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and a written undertaking by such director or officer on his or her behalf to repay the amount paid or reimbursed by the corporation if it shall ultimately be determined that the standard of conduct was not met.

The Registrant's bylaws also permit the Registrant, subject to the approval of its board of trustees, to indemnify and advance expenses to any person who served as a predecessor of the Registrant in any of the capacities described above and to any employee or agent of the Registrant or a predecessor of the Registrant.

In addition to the above, the Registrant has purchased and maintains insurance on behalf of all of its trustees and executive officers against liability asserted against or incurred by them in their official capacities with the Registrant, whether or not the Registrant is required or has the power to indemnify them against the same liability.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

EXHIBIT

NO.	DESCRIPTION
4.1	Acadia Realty Trust 2003 Share Incentive Plan (included as an appendix to Registrant's definitive proxy statement on Schedule 14-A, filed in connection with the annual meeting held on June 25, 2003 (SEC File No. 001-2002), which is

incorporated herein by reference)

- 4.2 Acadia Realty Trust 2003 Employee Share Purchase Plan (included as an appendix to Registrant's definitive proxy statement on Schedule 14-A, filed in connection with the annual meeting held on June 25, 2003 (SEC File No. 001-2002), which is incorporated herein by reference)
- 5.1 Opinion of Berliner, Corcoran & Rowe, LLP
- 23.1 Consent of Ernst & Young LLP, Independent Auditors
- 23.2 Consent of Berliner, Corcoran & Rowe, LLP (included in Exhibit 5.1)
- 24.1 Powers of Attorney (included as a part of the signature page of this Registration Statement)
- 99.1 Form of Share Award Agreement for Acadia Realty Trust 2003 Share Incentive Plan

ITEM 9. UNDERTAKINGS

The undersigned Registrant hereby undertakes the following:

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act, that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned Registrant hereby undertakes, that, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Acadia Realty Trust certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of White Plains, State of New York, on this 2nd day of July, 2003.

ACADIA REALTY TRUST
A Maryland real estate investment trust (Registrant)

By: /s/ Kenneth F. Bernstein

Name: Kenneth F. Bernstein
Title: Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Kenneth F. Bernstein and Robert Masters, and each or either of them, his true and lawful attorney-in-fact with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933) and to cause the same to be filed, with all exhibits thereto and other documents in connection therewith, with the

Securities and Exchange Commission, hereby granting to said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing whatsoever requisite or desirable to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all acts and things that said attorneys-in-fact and agents, or either of them, or their substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date -----
/s/ Kenneth F. Bernstein ----- Kenneth F. Bernstein	Chief Executive Officer, President and Trustee (Principal Executive Officer)	July 2, 2003
/s/ Ross Dworman ----- Ross Dworman	Trustee	July 2, 2003
/s/ Martin L. Edelman ----- Martin L. Edelman	Trustee	July 2, 2003
/s/ Alan S. Forman ----- Alan S. Forman	Trustee	July 2, 2003
/s/ Marvin L. Levine ----- Marvin L. Levine	Trustee	July 2, 2003
/s/ Lawrence J. Longua ----- Lawrence J. Longua	Trustee	July 2, 2003
/s/ Gregory White ----- Gregory White	Trustee	July 2, 2003
/s/ Lee S. Wielansky ----- Lee S. Wielansky	Trustee	July 2, 2003

[Signatures continue on the following page]

Signature	Title	Date
- - - - -	- - - - -	- - - - -
/s/ Michael Nelson - - - - -	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	July 2, 2003

INDEX TO EXHIBITS

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4.2	Acadia Realty Trust 2003 Employee Share Purchase Plan (included as an appendix to Registrant's definitive proxy statement on Schedule 14-A, filed in connection with the annual meeting held on June 25, 2003 (SEC File No. 001-2002), which is incorporated herein by reference)
5.1	Opinion of Berliner, Corcoran & Rowe, L.L.P.
23.1	Consent of Ernst & Young LLP, Independent Auditors
23.2	Consent of Berliner, Corcoran & Rowe, L.L.P. (included in Exhibit 5.1)
24.1	Powers of Attorney (included as a part of the signature page of this Registration Statement)
99.1	Form of Share Award Agreement under 2003 Share Incentive Plan

OPINION REGARDING LEGALITY

BERLINER, CORCORAN & ROWE, L.L.P.
 ATTORNEYS-AT-LAW
 1101 SEVENTEENTH STREET, N.W.
 SUITE 1100
 WASHINGTON, D.C. 20036-4798
 TELEPHONE (202) 293-5555 FAX (202) 293-9035
 E-mail BCR@BCR-DC.COM

July 2, 2003

Acadia Realty Trust
 1311 Mamaroneck Avenue, Suite 260
 White Plains, NY 10605

Re: Acadia Realty Trust Registration of 2003 Share Incentive Plan and 2003
 Employee Purchase Plan on Form S-8

Ladies and Gentlemen:

We have acted as special counsel for Acadia Realty Trust, a Maryland real estate investment trust (the "Trust"), in connection with the preparation and filing of a registration statement on Form S-8 (the "Registration Statement") relating to Common Shares of Beneficial Interest, par value \$.001 per share ("Common Shares") which may be issued under the Trust's 2003 Share Incentive Plan ("Plan"), Common Shares which may be issued under the Trust's 2003 Employee Share Purchase Plan ("Employee Plan"), and Common Shares which may be issued as may be necessary to satisfy the anti-dilution provisions of the Plan and the Employee Plan (collectively, the "Plans"). Pursuant to the Registration Statement, the Trust may initially issue up to an aggregate of 1,263,008 shares (the "Shares") of its Common Shares. This opinion is being furnished to you as a supporting document for such Registration Statement.

In this connection we have examined and considered the original or copies, certified or otherwise identified to our satisfaction, of the following:

- (i) The Declaration of Trust, including all amendments thereto, of the Trust, as in effect on the date hereof;
- (ii) The By-Laws of the Trust, including all amendments thereto, as in effect on the date hereof;
- (iii) The Notice of the 2003 Annual Meeting ("Notice") and Proxy Statement mailed to holders of Common Shares of the Trust noticing an annual meeting of holders of shares of the Trust ("Annual Meeting") and describing the actions to be voted on at such meeting, including approval of the Plans;
- (iv) Resolutions of the Trustees of the Trust, adopted pursuant to Unanimous Written Consent of the Trustees on April 22, 2003 and on April 24, 2003, approving the Plans and authorizing the registration of the Shares under the Securities Act of 1933, as amended;
- (v) The Registration Statement filed with the Securities and Exchange Commission with respect to the Shares issuable upon exercise of options granted under the Plans; and
- (vi) Certificate of the Secretary of the Trust dated July 1, 2003.

In addition, we have obtained from public officials, officers and other representatives of the Trust, and others such certificates, documents and assurances as we considered necessary or appropriate for purposes of rendering this opinion. In our examination of the documents listed in (i)-(vi) above and the other certificates and documents referred to herein, we have assumed the legal capacity of all natural persons, the genuineness of all signatures on documents not executed in our presence and facsimile or photostatic copies of which we reviewed, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents. Without limiting the generality of the foregoing we have relied upon the representations of the Trust as to the accuracy and completeness of (i) the Declaration of Trust and the By-laws of the Trust; (ii) the Plans; (iii) the Registration Statement; and (iv) the representations of the Trust that (a) the resolutions of the Trustees, dated April 22, 2003 and April 24, 2003, approving, among other things, the Plans, filing the Registration Statement, and reserving the Shares, and (b) the Declaration of Trust and By-laws of the Trust have not been rescinded, modified or revoked.

Based upon the assumptions, qualifications and limitations set forth herein, and relying upon the statements of fact contained in the documents that we have examined, we are of the opinion, as of the date hereof, that when options have been exercised as contemplated by the Plan, and when Shares have been purchased as permitted by the Employee Plan, consideration has been paid for the Shares underlying the options as contemplated by the Plan and for the

Shares which have been purchased as contemplated by the Employee Plan, the Shares will constitute legally issued, fully paid and nonassessable, and valid and binding obligations of the Trust.

In addition to the assumptions set forth above, the opinions set forth herein are also subject to the following qualifications and limitations:

(a) The opinions expressed in this letter are based upon the assumption that the Trust will cause the Registration Statement to become effective and the Trust will keep the Registration Statement effective and that any Shares issued upon the exercise of options or purchased pursuant to the Employee Plan will be issued only at a time when the Registration Statement is effective.

(b) The opinions expressed in this letter are specifically limited to the matters set forth in this letter and no other opinions should be inferred beyond the matters expressly stated herein.

(c) The opinions expressed in this letter are based on the laws of the jurisdictions referred to in the next paragraph as they may be in effect on the date hereof and we assume no obligation to supplement this opinion if any applicable laws change after the date hereof.

The opinions herein expressed are limited in all respects solely to matters governed by the internal laws of the State of Maryland, and the federal laws of the United States of America, insofar as each may be applicable. We express no opinion herein with respect to matters of local, county or municipal law, or with

respect to the laws, regulations, or ordinances of local agencies within any state. Subject to the foregoing, any reference herein to "law" means applicable constitutions, statutes, regulations and judicial decisions. To the extent that this opinion relates to the laws of the State of Maryland, it is based upon the opinion of members of this firm who are members of the bar of that State.

This opinion letter is rendered solely to you in connection with the above referenced matter and may not be relied upon by you for any other purpose or delivered to, or quoted or relied upon by, any other person without our prior written consent. This opinion letter is rendered as of the date hereof, and we assume no obligation to advise you of any facts, circumstances, events or developments that may be brought to our attention in the future, which facts, circumstances, events or developments may alter, affect or modify the opinions or beliefs expressed herein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Berliner, Corcoran & Rowe, L.L.P.

Consent of Independent Auditors

We consent to the incorporation by reference in the Registration Statement (Form S-8) of Acadia Realty Trust for the registration of 1,163,008 common shares pursuant to the 2003 Share Incentive Plan and 100,000 common shares pursuant to the 2003 Employee Share Purchase Plan of our report dated February 25, 2003 with respect to the consolidated financial statements and schedule of Acadia Realty Trust included in its Annual Report on Form 10-K for the year ended December 31, 2002 filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

New York, New York
July 1, 2003

ACADIA REALTY TRUST
SHARE AWARD AGREEMENT

(Vesting based on future employment and Company performance)

THIS AGREEMENT, made as of the ____ day of _____, 2003 (the "Grant Date"), between Acadia Realty Trust (the "Company") and _____ (the "Owner").

1. Share Award Grant.

(a) Grant of Shares. The Company hereby grants to Owner, subject to the terms and conditions set forth in this Agreement -

- i. in lieu of the \$_____ cash bonus payable by the Company to the Owner under the Company's bonus program for the fiscal year ended December 31, 2002, _____ shares of beneficial ownership, par value of \$.001 per share ("Shares"), for no cash consideration; and
- ii. _____ Shares, for no cash consideration, as a long-term incentive award.

(b) Delivery of Certificates. The certificates representing the Shares hereunder shall be held in escrow by the Company as provided in Section 5 hereof. Upon lapse of the restrictions of Section 2 hereof, the Company shall cause a share certificate to be delivered to the Owner with respect to such Shares, free from all restrictions hereunder. All Shares delivered hereunder shall be treasury shares held by the Company.

(c) Shareholder Rights. The Owner shall have all the rights of a shareholder (including voting and dividend rights) with respect to the Shares, including the Shares held in escrow under Section 5 hereof, but shall be subject to the restrictions of Section 2 hereof.

2. Transfer Restrictions.

(a) Vesting of Shares. Subject to Section 2(c) hereof, the Owner shall earn a vested and nonforfeitable right to the Shares as follows, subject to the Owner's continued employment with the Company through the applicable vesting dates:

- i. with respect to the Shares awarded pursuant to Section 1(a)(i), vesting shall occur as to twenty percent (20%) of such Shares on January 2, 2003 and on each of the first, second, third, and fourth anniversaries of January 2, 2003;
- ii. with respect to fifty percent (50%) of the Shares awarded pursuant to Section 1(a)(ii), vesting shall occur at the rate of twenty percent (20%) of such Shares on each of the first, second, third, fourth, and fifth anniversaries of January 2, 2003; and
- iii. with respect to the other fifty percent (50%) of the Shares awarded pursuant to Section 1(a)(ii) hereof, twenty percent (20%) of the Shares shall vest on each of the first, second, third, fourth, and fifth fiscal years of the Company that end after January 2, 2003 provided that, in addition to continued employment through the vesting date, the Company's total shareholder return, as determined by the Committee in its discretion, is 12% or more either -
 - 1) for such fiscal year or,
 - 2) on average, for such fiscal year and each prior fiscal year ending after January 2, 2003 - in which case vesting shall occur for any Shares that did not vest in a prior fiscal year based on this 12% condition.

Upon the earlier of January 2, 2008 or the Owner's (i) voluntary termination of employment with the Company or (ii) termination of employment with Company for Cause (as defined below), all Shares which have not vested shall be forfeited as of the date of such termination. Upon the Owner's termination of employment with the Company for any reason other than (i) or (ii) above, all Shares which have not vested shall vest in full as of the date of such termination. For purposes of this Agreement, "Cause" shall mean the Owner's (i) intentional failure to perform reasonably assigned duties, (ii) dishonesty or willful misconduct in the performance of duties, (iii) involvement in a transaction in connection with the performance of duties to the Company or any of its subsidiaries thereof which transaction is adverse to the interests of the Company or any of its subsidiaries and which is engaged in for personal profit, (iv) willful violation of any law, rule or regulation in connection with the performance of duties (other than traffic violations or similar offenses), or (v) the commission of an act of fraud or intentional misappropriation or conversion of assets or opportunities of the Company or any subsidiary.

(b) Non-transferability of Shares. The Shares may not be transferred, assigned, pledged or hypothecated, and shall be subject to execution, attachment or similar process only to the extent the Owner shall have, pursuant to Section 2(a) hereof, a vested nonforfeitable right to such Shares.

(c) Effect of Change in Control. In the event of a Change in Control, as defined on Schedule A attached hereto, all restrictions upon any Shares shall lapse immediately and all such Shares shall become fully vested in the Owner.

3. Special Tax Provisions.

(a) Section 83(b) Election. The Owner understands that under Section 83 of the Internal Revenue Code of 1986 as amended (the "Code"), the fair market value of the Shares on the date any forfeiture restrictions applicable to such shares lapse will be reportable as ordinary income on such lapse date. The Owner understands that he or she may irrevocably elect under Section 83(b) of the Code to be taxed at the time the Shares are acquired hereunder, rather than when and as such Shares cease to be subject to such forfeiture restrictions. Such election must be filed with the Internal Revenue Service and the Company within thirty (30) days after the date of this Agreement, and a copy of the election must be attached to the Owner's income tax return for the tax year in which the election was made. The form for making this election is attached hereto. The Owner understands that failure to make this filing within the thirty (30) day period will result in the recognition of ordinary income by the Owner as the forfeiture restrictions lapse.

(b) Responsibility for Tax Consequences. THE OWNER ACKNOWLEDGES THAT IT IS THE OWNER'S SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER SECTION 83(b). This filing should be made by registered or certified mail,

return receipt requested, and the Owner must retain two (2) copies of the completed form for filing with his State and Federal tax returns for the current tax year and an additional copy for his personal records. In addition, the Owner shall immediately provide the Company with a copy of such filing.

4. Legend on Share Certificate. All share certificates representing Shares issued to the Owner shall have affixed thereto a legend substantially in the following form, in addition to any other legends required by applicable state law:

"The transfer, sale or other disposition of the shares evidenced by this certificate is subject to the terms of an Agreement, dated _____, 2003, between the Company and the registered holder hereof, a copy of which is on file at the offices of the Company."

5. Escrow.

(a) Deposit. Upon issuance, the certificates for any Shares purchased hereunder shall be deposited in escrow with the Company to be held in accordance with the provisions of this Section 5. The Owner shall deliver to the Company a stock power, executed in blank, with respect to such Shares. The deposited certificates shall be released from escrow when and to the extent the Owner has a vested nonforfeitable interest in such Shares pursuant to Section 2(a) hereof.

(b) Recapitalization. In the event of any share dividend, share split, recapitalization or other change affecting the Company's outstanding Common Shares as a class effected without receipt of consideration or in the event of any corporate transaction, any new, substituted or additional securities or other property which is by reason of such transaction distributed with respect to the Shares which continue to be held in escrow under this Section 5, shall be immediately delivered to the Company to be held in escrow under this Section 5.

6. No Special Other Rights. Nothing contained in this Agreement shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment or services of the Owner for the period under which these Shares may be restricted.

7. Recapitalization. In the event that the outstanding Common Shares are changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any recapitalization, reclassification, share split, share dividend, combination or subdivision, merger, consolidation, or other similar transaction, appropriate adjustment shall be made in the number and kind of Shares to which this Agreement pertains. No such adjustment shall be made which would constitute a grant of additional benefits to the Owner.

8. Miscellaneous.

(a) Except as provided herein, this Agreement shall not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Owner.

(b) All notices under this Agreement shall, unless otherwise provided herein, be mailed or delivered by hand to the parties at their respective addresses set forth beneath their names below or at such other address as may be designated in writing by either of the parties to one another.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to conflicts of laws.

(d) This Agreement shall be binding upon and inure to the heirs, successors and assigns of the Owner (subject, however, to the limitations set forth herein) and the Company.

COMPANY:

ACADIA REALTY TRUST

By:

Name:
Title:

Address: 1311 Mamaroneck Avenue
Suite 260
White Plains, NY 10605

OWNER:

Name:
Address: