

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): January 19, 2007

ACADIA REALTY TRUST

(Exact name of registrant as specified in its charter)

Maryland (State or other jurisdiction of incorporation)	1-12002 (Commission File Number)	23-2715194 (I.R.S. Employer Identification No.)
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1311 Mamaroneck Avenue
Suite 260
White Plains, New York 10605
(Address of principal executive offices) (Zip Code)

(914) 288-8100
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 19, 2007, Acadia Realty Trust (the "Company") entered into a Fourth Amendment to Employment Agreement (the "Employment Agreement Amendment") with Kenneth F. Bernstein, Chief Executive Officer, President and Trustee. The Employment Agreement Amendment amends Mr. Bernstein's existing employment agreement dated October 1998 which was amended by a first Amendment dated January 1, 2001, a second amendment dated January 1, 2004 and a third amendment dated January 1, 2006. The Employment Agreement Amendment is effective as of December 31, 2006.

On January 19, 2007, the Company entered into First Amendment to Severance Agreements (the "Severance Agreement Amendments") with Joel Braun, Executive Vice President and Chief Investment Officer, Michael Nelsen, Senior Vice President and Chief Financial Officer, Robert Masters, Senior Vice President, General Counsel, Chief Compliance Officer and Secretary and Joseph Hogan, Senior Vice President and Director of Construction (collectively, the "Executives"). The Severance Agreement Amendments amend the existing severance agreements between the Company and each of the Executives. The Severance Agreement Amendments are effective as of December 31, 2006.

The following is a brief description of the Employment Agreement Amendment and the Severance Agreement Amendments (collectively, the "Agreements"). The Agreements remove the "single trigger" Change of Control provision that would

have required the Company to incur certain obligations, and make certain payments to Mr. Bernstein and the Executives (collectively, the "Officers"), upon a Change of Control without any termination of their employment with the Company. The Agreements add a provision that the Officers shall have no right to receive compensation following a Change in Control unless the Company terminates the Officers without Cause or they terminate their employment for Good Reason in which event Mr. Bernstein shall be entitled to all the benefits described in his employment agreement and the Executives shall be entitled to all the benefits described in their severance agreements. The Agreements also redefine Cause, Change in Control and Good Reason.

The foregoing description is qualified in its entirety by reference to the Employment Agreement Amendment and Severance Agreement Amendments, copies of which are filed herewith as Exhibits 10.1, 10.2, 10.3, 10.4, and 10.5 of this form 8-K and are incorporated into this Item 5.02 by reference.

Item 9.01. Financial Statements, Pro Forma Financial Information and Exhibits

(a) Financial Statements

Not Applicable

(b) Pro Forma Financial Information

Not Applicable

(c) Shell Company Transactions

Not Applicable

(d) Exhibits

Exhibit Number	Description
10.1	Fourth Amendment to Employment Agreement dated January 19, 2007 between the Company and Kenneth F. Bernstein.
10.2	First Amendment to Severance Agreement dated January 19, 2007 between the Company and Joel Braun.
10.3	First Amendment to Severance Agreement dated January 19, 2007 between the Company and Michael Nelsen.
10.4	First Amendment to Severance Agreement dated January 19, 2007 between the Company and Robert Masters.
10.5	First Amendment to Severance Agreement dated January 19, 2007 between the Company and Joseph Hogan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ACADIA REALTY TRUST

(Registrant)

Date: January 24, 2007

By: /s/ Michael Nelsen

Name: Michael Nelsen
Title: Chief Financial Officer and
Senior Vice President

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment (the "Fourth Amendment") executed January 19, 2007 to the Employment Agreement (the "Agreement") between Acadia Realty Trust (the "Trust") and Kenneth F. Bernstein ("Executive").

WHEREAS, the Trust and Executive entered into an Employment Agreement dated as of October , 1998 (the "Employment Agreement"); and

WHEREAS, the Employment Agreement was amended by a First Amendment dated as of January 1, 2001, a Second Amendment dated as of January 1, 2004 and a Third Amendment dated as of January 1, 2006; and

WHEREAS, the Trust and Executive desire to further amend the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration including the continuation of employment by the Trust, the receipt and sufficiency of which is hereby acknowledged, the Trust and Executive hereby agree as follows:

1. DEFINITIONS. Terms not defined herein have the meanings set forth in the Agreement.

a) The definition of "Cause" is hereby deleted and the following is hereby substituted therefor:

CAUSE. The Trust shall have the right to terminate Executive's employment for Cause upon Executive's: (A) deliberate misrepresentation in connection with, or willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials; (B) failure to perform his duties hereunder (other than any such failure resulting from Executive's incapacity due to physical or mental illness) which failure continues for a period of three (3) business days after written demand for corrective action is delivered by the Trust specifically identifying the manner in which the Trust believes the Executive has not performed his duties; (C) conduct by the Executive constituting a material act of willful misconduct in connection with the performance of his duties, including, without limitation, misappropriation of funds or property of the Trust other than the occasional, customary and de minimis use of Trust property for personal purposes; (D) disparagement of the Trust, its officers, trustees, employees or partners; (E) soliciting any existing employee of the Trust above the level of an administrative assistant to work at another company; or (F) the commission by the Executive of a felony or misdemeanor involving moral turpitude, deceit, dishonesty or fraud,

b) The definition of "Change of Control" is hereby deleted, thereby specifically deleting the two sentences set forth in said definition wherein Executive has the right voluntarily to terminate employment on or within three (3) months following a Change in Control and to have said termination be deemed a termination for Good Reason, and the following is hereby substituted therefor:

CHANGE IN CONTROL. For purposes of this Agreement "Change in Control" shall mean that any of the following events has occurred: (A) any "person" or "group" of persons, as such terms are used in Sections 13 and 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than any employee benefit plan sponsored by the Trust, becomes the "beneficial owner", as such term is used in Section 13 of the Exchange Act (irrespective of any vesting or waiting periods) of (i) Common Shares in an amount equal to thirty percent (30 %) or more of the sum total of the Common Shares issued and outstanding immediately prior to such acquisition as if they were a single class and disregarding any equity raise in connection with the financing of such transaction; provided, however, that in determining whether a Change of

Control has occurred, Outstanding Shares or Voting Securities which are acquired in an acquisition by (i) the Trust or any of its subsidiaries or (ii) an employee benefit plan (or a trust forming a part thereof) maintained by the Trust or any of its subsidiaries shall not constitute an acquisition which can cause a Change of Control; or (B) the approval of the dissolution or liquidation of the Trust; or (C) the approval of the sale or other disposition of all or substantially all of its assets in one (1) or more transactions; or (D) a turnover, during any two (2) year period, of the majority of the members of the Board, without the consent of the majority of the members of the Board as to the appointment of the new Board members.

c) The definition of "Good Reason" is hereby deleted and the following is substituted therefor:

GOOD REASON. The Executive shall have the right to terminate his employment for "Good Reason": (A) upon the occurrence of any material breach of this Agreement by the Trust which shall include but not be limited to: a material, adverse alteration in the nature of Executive's duties, responsibilities or authority; (B) upon a reduction in Executive's Annual Base Salary or a material reduction in other benefits (except for bonuses or similar discretionary payments) as in effect at the time in question, or a failure to pay such amounts when due which is not cured by the Trust within ten (10) days after written notice of such default by the Executive, (C) if the Trust relocates Executive's office requiring the Executive to increase his commuting time by more than one (1) hour, or (D) the Trust's failure to provide benefits comparable to those provided the Executive as of the Effective Date, other than any such failure which affects all comparably situated officers, then the Executive shall have the right to terminate his employment, which termination shall be deemed for Good Reason.

2. CHANGE OF CONTROL. Notwithstanding anything to the contrary contained in the Employment Agreement, Executive shall have no right to receive the compensation described in Section 3 following a Change of Control unless the Trust terminates Executive's employment without Cause or Executive terminates his employment for Good Reason, in which event the Executive shall be entitled to all the benefits described in the Employment Agreement as if this Fourth Amendment were not executed.

3. EFFECTIVE DATE. This Fourth Amendment shall be effective as of December 31, 2006.

4. SUCCESSORS; COUNTERPARTS. This Fourth Amendment (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the parties and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

5. GOVERNING LAW. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

ACADIA REALTY TRUST

By: /S/ ROBERT MASTERS

Robert Masters, Senior Vice President

By: /S/ KENNETH F. BERNSTEIN

Kenneth F. Bernstein, Executive

FIRST AMENDMENT TO SEVERANCE AGREEMENT

This First Amendment (the "First Amendment") executed January 19, 2007 to the Severance Agreement (the "Agreement") between Acadia Realty Trust (the "Trust") and Joel Braun ("Senior Officer").

WHEREAS, the Trust and Senior Officer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration including the continuation of employment by the Trust, the receipt and sufficiency of which is hereby acknowledged, the Trust and Senior Officer hereby agree as follows:

1. DEFINITIONS. Terms not defined herein have the meanings set forth in the Agreement.

a) The definition of "Cause" is hereby deleted and the following is hereby substituted therefor:

CAUSE. The Trust shall have the right to terminate Senior Officer's employment for Cause upon Senior Officer's: (A) deliberate misrepresentation in connection with, or willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials; (B) failure to perform his duties hereunder (other than any such failure resulting from Senior Officer's incapacity due to physical or mental illness) which failure continues for a period of three (3) business days after written demand for corrective action is delivered by the Trust specifically identifying the manner in which the Trust believes the Senior Officer has not performed his duties; (C) conduct by the Senior Officer constituting a material act of willful misconduct in connection with the performance of his duties, including, without limitation, misappropriation of funds or property of the Trust other than the occasional, customary and de minimis use of Trust property for personal purposes; (D) disparagement of the Trust, its officers, trustees, employees or partners; (E) soliciting any existing employee of the Trust above the level of an administrative assistant to work at another company; or (F) the commission by the Senior Officer of a felony or misdemeanor involving moral turpitude, deceit, dishonesty or fraud,

b) The definition of "Change of Control" is hereby deleted, thereby specifically deleting the two sentences set forth in said definition wherein Senior Officer has the right voluntarily to terminate employment on or within three (3) months following a Change in Control and to have said termination be deemed a termination for Good Reason, and the following is hereby substituted therefor:

CHANGE IN CONTROL. For purposes of this Agreement "Change in Control" shall mean that any of the following events has occurred: (A) any "person" or "group" of persons, as such terms are used in Sections 13 and 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than any employee benefit plan sponsored by the Trust, becomes the "beneficial owner", as such term is used in Section 13 of the Exchange Act (irrespective of any vesting or waiting periods) of (i) Common Shares in an amount equal to thirty percent (30 %) or more of the sum total of the Common Shares issued and outstanding immediately prior to such acquisition as if they were a single class and disregarding any equity raise in connection with the financing of such transaction; provided, however, that in determining whether a Change of Control has occurred, Outstanding Shares or Voting Securities which are acquired in an acquisition by (i) the Trust or any of its subsidiaries or (ii) an employee benefit plan (or a trust forming a part thereof) maintained by the Trust or any of its subsidiaries shall not constitute an acquisition which can cause a Change of Control; or (B) the approval of the

dissolution or liquidation of the Trust; or (C) the approval of the sale or other disposition of all or substantially all of its assets in one (1) or more transactions; or (D) a turnover, during any two (2) year period, of the majority of the members of the Board, without the consent of the majority of the members of the Board as to the appointment of the new Board members.

c) The definition of "Good Reason" is hereby deleted and the following is substituted therefor:

GOOD REASON. The Senior Officer shall have the right to terminate his employment for "Good Reason": (A) upon the occurrence of any material breach of this Agreement by the Trust which shall include but not be limited to: a material, adverse alteration in the nature of Senior Officer's duties, responsibilities or authority; (B) upon a reduction in Senior Officer's Annual Base Salary or a material reduction in other benefits (except for bonuses or similar discretionary payments) as in effect at the time in question, or a failure to pay such amounts when due which is not cured by the Trust within ten (10) days after written notice of such default by the Senior Officer, (C) if the Trust relocates Senior Officer's office requiring the Senior Officer to increase his commuting time by more than one (1) hour, or (D) the Trust's failure to provide benefits comparable to those provided the Senior Officer as of the Effective Date, other than any such failure which affects all comparably situated officers, then the Senior Officer shall have the right to terminate his employment, which termination shall be deemed for Good Reason.

2. CHANGE OF CONTROL. Notwithstanding anything to the contrary contained in the Agreement, Senior Officer shall have no right to receive the compensation described in Section 3 following a Change of Control unless the Trust terminates Senior Officer's employment without Cause or Senior Officer terminates his employment for Good Reason, in which event the Senior Officer shall be entitled to all the benefits described in the Agreement as if this First Amendment were not executed.

3. EFFECTIVE DATE. This First Amendment shall be effective as of December 31, 2006.

4. SUCCESSORS; COUNTERPARTS. This First Amendment (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the parties and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

5. GOVERNING LAW. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

ACADIA REALTY TRUST

By: /S/ ROBERT MASTERS

Robert Masters, Senior Vice President

By: /S/ JOEL BRAUN

Joel Braun, Senior Officer

FIRST AMENDMENT TO SEVERANCE AGREEMENT

This First Amendment (the "First Amendment") executed January 19, 2007 to the Severance Agreement (the "Agreement") between Acadia Realty Trust (the "Trust") and Michael Nelsen ("Senior Officer").

WHEREAS, the Trust and Senior Officer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration including the continuation of employment by the Trust, the receipt and sufficiency of which is hereby acknowledged, the Trust and Senior Officer hereby agree as follows:

1. DEFINITIONS. Terms not defined herein have the meanings set forth in the Agreement.

a) The definition of "Cause" is hereby deleted and the following is hereby substituted therefor:

CAUSE. The Trust shall have the right to terminate Senior Officer's employment for Cause upon Senior Officer's: (A) deliberate misrepresentation in connection with, or willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials; (B) failure to perform his duties hereunder (other than any such failure resulting from Senior Officer's incapacity due to physical or mental illness) which failure continues for a period of three (3) business days after written demand for corrective action is delivered by the Trust specifically identifying the manner in which the Trust believes the Senior Officer has not performed his duties; (C) conduct by the Senior Officer constituting a material act of willful misconduct in connection with the performance of his duties, including, without limitation, misappropriation of funds or property of the Trust other than the occasional, customary and de minimis use of Trust property for personal purposes; (D) disparagement of the Trust, its officers, trustees, employees or partners; (E) soliciting any existing employee of the Trust above the level of an administrative assistant to work at another company; or (F) the commission by the Senior Officer of a felony or misdemeanor involving moral turpitude, deceit, dishonesty or fraud,

b) The definition of "Change of Control" is hereby deleted, thereby specifically deleting the two sentences set forth in said definition wherein Senior Officer has the right voluntarily to terminate employment on or within three (3) months following a Change in Control and to have said termination be deemed a termination for Good Reason, and the following is hereby substituted therefor:

CHANGE IN CONTROL. For purposes of this Agreement "Change in Control" shall mean that any of the following events has occurred: (A) any "person" or "group" of persons, as such terms are used in Sections 13 and 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than any employee benefit plan sponsored by the Trust, becomes the "beneficial owner", as such term is used in Section 13 of the Exchange Act (irrespective of any vesting or waiting periods) of (i) Common Shares in an amount equal to thirty percent (30 %) or more of the sum total of the Common Shares issued and outstanding immediately prior to such acquisition as if they were a single class and disregarding any equity raise in connection with the financing of such transaction; provided, however, that in determining whether a Change of Control has occurred, Outstanding Shares or Voting Securities which are acquired in an acquisition by (i) the Trust or any of its subsidiaries or (ii) an employee benefit plan (or a trust forming a part thereof) maintained by the Trust or any of its subsidiaries shall not constitute an acquisition which can cause a Change of Control; or (B) the approval of the

dissolution or liquidation of the Trust; or (C) the approval of the sale or other disposition of all or substantially all of its assets in one (1) or more transactions; or (D) a turnover, during any two (2) year period, of the majority of the members of the Board, without the consent of the majority of the members of the Board as to the appointment of the new Board members.

c) The definition of "Good Reason" is hereby deleted and the following is substituted therefor:

GOOD REASON. The Senior Officer shall have the right to terminate his employment for "Good Reason": (A) upon the occurrence of any material breach of this Agreement by the Trust which shall include but not be limited to: a material, adverse alteration in the nature of Senior Officer's duties, responsibilities or authority; (B) upon a reduction in Senior Officer's Annual Base Salary or a material reduction in other benefits (except for bonuses or similar discretionary payments) as in effect at the time in question, or a failure to pay such amounts when due which is not cured by the Trust within ten (10) days after written notice of such default by the Senior Officer, (C) if the Trust relocates Senior Officer's office requiring the Senior Officer to increase his commuting time by more than one (1) hour, or (D) the Trust's failure to provide benefits comparable to those provided the Senior Officer as of the Effective Date, other than any such failure which affects all comparably situated officers, then the Senior Officer shall have the right to terminate his employment, which termination shall be deemed for Good Reason.

2. CHANGE OF CONTROL. Notwithstanding anything to the contrary contained in the Agreement, Senior Officer shall have no right to receive the compensation described in Section 3 following a Change of Control unless the Trust terminates Senior Officer's employment without Cause or Senior Officer terminates his employment for Good Reason, in which event the Senior Officer shall be entitled to all the benefits described in the Agreement as if this First Amendment were not executed.

3. EFFECTIVE DATE. This First Amendment shall be effective as of December 31, 2006.

4. SUCCESSORS; COUNTERPARTS. This First Amendment (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the parties and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

5. GOVERNING LAW. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

ACADIA REALTY TRUST

By: /S/ ROBERT MASTERS

Robert Masters, Senior Vice President

By: /S/ MICHAEL NELSEN

Michael Nelsen, Senior Officer

FIRST AMENDMENT TO SEVERANCE AGREEMENT

This First Amendment (the "First Amendment") executed January 19, 2007 to the Severance Agreement (the "Agreement") between Acadia Realty Trust (the "Trust") and Robert Masters ("Senior Officer").

WHEREAS, the Trust and Senior Officer entered into a Severance Agreement dated as of April 6, 2001; and

WHEREAS, the Trust and Senior Officer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration including the continuation of employment by the Trust, the receipt and sufficiency of which is hereby acknowledged, the Trust and Senior Officer hereby agree as follows:

1. DEFINITIONS. Terms not defined herein have the meanings set forth in the Agreement.

a) The definition of "Cause" is hereby deleted and the following is hereby substituted therefor:

CAUSE. The Trust shall have the right to terminate Senior Officer's employment for Cause upon Senior Officer's: (A) deliberate misrepresentation in connection with, or willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials; (B) failure to perform his duties hereunder (other than any such failure resulting from Senior Officer's incapacity due to physical or mental illness) which failure continues for a period of three (3) business days after written demand for corrective action is delivered by the Trust specifically identifying the manner in which the Trust believes the Senior Officer has not performed his duties; (C) conduct by the Senior Officer constituting a material act of willful misconduct in connection with the performance of his duties, including, without limitation, misappropriation of funds or property of the Trust other than the occasional, customary and de minimis use of Trust property for personal purposes; (D) disparagement of the Trust, its officers, trustees, employees or partners; (E) soliciting any existing employee of the Trust above the level of an administrative assistant to work at another company; or (F) the commission by the Senior Officer of a felony or misdemeanor involving moral turpitude, deceit, dishonesty or fraud,

b) The definition of "Change of Control" is hereby deleted, thereby specifically deleting the two sentences set forth in said definition wherein Senior Officer has the right voluntarily to terminate employment on or within three (3) months following a Change in Control and to have said termination be deemed a termination for Good Reason, and the following is hereby substituted therefor:

CHANGE IN CONTROL. For purposes of this Agreement "Change in Control" shall mean that any of the following events has occurred: (A) any "person" or "group" of persons, as such terms are used in Sections 13 and 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than any employee benefit plan sponsored by the Trust, becomes the "beneficial owner", as such term is used in Section 13 of the Exchange Act (irrespective of any vesting or waiting periods) of (i) Common Shares in an amount equal to thirty percent (30 %) or more of the sum total of the Common Shares issued and outstanding immediately prior to such acquisition as if they were a single class and disregarding any equity raise in connection with the financing of such transaction; provided, however, that in determining whether a Change of Control has occurred, Outstanding Shares or Voting Securities

which are acquired in an acquisition by (i) the Trust or any of its subsidiaries or (ii) an employee benefit plan (or a trust forming a part thereof) maintained by the Trust or any of its subsidiaries shall not constitute an acquisition which can cause a Change of Control; or (B) the approval of the dissolution or liquidation of the Trust; or (C) the approval of the sale or other disposition of all or substantially all of its assets in one (1) or more transactions; or (D) a turnover, during any two (2) year period, of the majority of the members of the Board, without the consent of the majority of the members of the Board as to the appointment of the new Board members.

c) The definition of "Good Reason" is hereby deleted and the following is substituted therefor:

GOOD REASON. The Senior Officer shall have the right to terminate his employment for "Good Reason": (A) upon the occurrence of any material breach of this Agreement by the Trust which shall include but not be limited to: a material, adverse alteration in the nature of Senior Officer's duties, responsibilities or authority; (B) upon a reduction in Senior Officer's Annual Base Salary or a material reduction in other benefits (except for bonuses or similar discretionary payments) as in effect at the time in question, or a failure to pay such amounts when due which is not cured by the Trust within ten (10) days after written notice of such default by the Senior Officer, (C) if the Trust relocates Senior Officer's office requiring the Senior Officer to increase his commuting time by more than one (1) hour, or (D) the Trust's failure to provide benefits comparable to those provided the Senior Officer as of the Effective Date, other than any such failure which affects all comparably situated officers, then the Senior Officer shall have the right to terminate his employment, which termination shall be deemed for Good Reason.

2. CHANGE OF CONTROL. Notwithstanding anything to the contrary contained in the Agreement, Senior Officer shall have no right to receive the compensation described in Section 3 following a Change of Control unless the Trust terminates Senior Officer's employment without Cause or Senior Officer terminates his employment for Good Reason, in which event the Senior Officer shall be entitled to all the benefits described in the Agreement as if this First Amendment were not executed.

3. EFFECTIVE DATE. This First Amendment shall be effective as of December 31, 2006.

4. SUCCESSORS; COUNTERPARTS. This First Amendment (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the parties and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

5. GOVERNING LAW. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

ACADIA REALTY TRUST

By: /S/ KENNETH F. BERNSTEIN

Kenneth F. Bernstein, President

By: /S/ ROBERT MASTERS

Robert Masters, Senior Officer

FIRST AMENDMENT TO SEVERANCE AGREEMENT

This First Amendment (the "First Amendment") executed January 19, 2007 to the Severance Agreement (the "Agreement") between Acadia Realty Trust (the "Trust") and Joseph Hogan ("Senior Officer").

WHEREAS, the Trust and Senior Officer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration including the continuation of employment by the Trust, the receipt and sufficiency of which is hereby acknowledged, the Trust and Senior Officer hereby agree as follows:

1. DEFINITIONS. Terms not defined herein have the meanings set forth in the Agreement.

a) The definition of "Cause" is hereby deleted and the following is hereby substituted therefor:

CAUSE. The Trust shall have the right to terminate Senior Officer's employment for Cause upon Senior Officer's: (A) deliberate misrepresentation in connection with, or willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials; (B) failure to perform his duties hereunder (other than any such failure resulting from Senior Officer's incapacity due to physical or mental illness) which failure continues for a period of three (3) business days after written demand for corrective action is delivered by the Trust specifically identifying the manner in which the Trust believes the Senior Officer has not performed his duties; (C) conduct by the Senior Officer constituting a material act of willful misconduct in connection with the performance of his duties, including, without limitation, misappropriation of funds or property of the Trust other than the occasional, customary and de minimis use of Trust property for personal purposes; (D) disparagement of the Trust, its officers, trustees, employees or partners; (E) soliciting any existing employee of the Trust above the level of an administrative assistant to work at another company; or (F) the commission by the Senior Officer of a felony or misdemeanor involving moral turpitude, deceit, dishonesty or fraud,

b) The definition of "Change of Control" is hereby deleted, thereby specifically deleting the two sentences set forth in said definition wherein Senior Officer has the right voluntarily to terminate employment on or within three (3) months following a Change in Control and to have said termination be deemed a termination for Good Reason, and the following is hereby substituted therefor:

CHANGE IN CONTROL. For purposes of this Agreement "Change in Control" shall mean that any of the following events has occurred: (A) any "person" or "group" of persons, as such terms are used in Sections 13 and 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than any employee benefit plan sponsored by the Trust, becomes the "beneficial owner", as such term is used in Section 13 of the Exchange Act (irrespective of any vesting or waiting periods) of (i) Common Shares in an amount equal to thirty percent (30 %) or more of the sum total of the Common Shares issued and outstanding immediately prior to such acquisition as if they were a single class and disregarding any equity raise in connection with the financing of such transaction; provided, however, that in determining whether a Change of Control has occurred, Outstanding Shares or Voting Securities which are acquired in an acquisition by (i) the Trust or any of its subsidiaries or (ii) an employee benefit plan (or a trust forming a part thereof) maintained by the Trust or any of its subsidiaries shall not constitute an acquisition which can cause a Change of Control; or (B) the approval of the

dissolution or liquidation of the Trust; or (C) the approval of the sale or other disposition of all or substantially all of its assets in one (1) or more transactions; or (D) a turnover, during any two (2) year period, of the majority of the members of the Board, without the consent of the majority of the members of the Board as to the appointment of the new Board members.

c) The definition of "Good Reason" is hereby deleted and the following is substituted therefor:

GOOD REASON. The Senior Officer shall have the right to terminate his employment for "Good Reason": (A) upon the occurrence of any material breach of this Agreement by the Trust which shall include but not be limited to: a material, adverse alteration in the nature of Senior Officer's duties, responsibilities or authority; (B) upon a reduction in Senior Officer's Annual Base Salary or a material reduction in other benefits (except for bonuses or similar discretionary payments) as in effect at the time in question, or a failure to pay such amounts when due which is not cured by the Trust within ten (10) days after written notice of such default by the Senior Officer, (C) if the Trust relocates Senior Officer's office requiring the Senior Officer to increase his commuting time by more than one (1) hour, or (D) the Trust's failure to provide benefits comparable to those provided the Senior Officer as of the Effective Date, other than any such failure which affects all comparably situated officers, then the Senior Officer shall have the right to terminate his employment, which termination shall be deemed for Good Reason.

2. CHANGE OF CONTROL. Notwithstanding anything to the contrary contained in the Agreement, Senior Officer shall have no right to receive the compensation described in Section 3 following a Change of Control unless the Trust terminates Senior Officer's employment without Cause or Senior Officer terminates his employment for Good Reason, in which event the Senior Officer shall be entitled to all the benefits described in the Agreement as if this First Amendment were not executed.

3. EFFECTIVE DATE. This First Amendment shall be effective as of December 31, 2006.

4. SUCCESSORS; COUNTERPARTS. This First Amendment (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the parties and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

5. GOVERNING LAW. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

ACADIA REALTY TRUST

By: /S/ ROBERT MASTERS

Robert Masters, Senior Vice President

By: /S/ JOSEPH HOGAN

Joseph Hogan, Senior Officer