UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended: December 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from **to**
Commission File Number: **001-06064**

ALEXANDERS INC
(Exact name of registrant as specified in its charter)

Delaware	**51-0100517**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
210 Route 4 East, Paramus, New Jersey	**07652**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code **(201) 587-8541**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $1 par value per share	ALX	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15 (d) of the Act.
Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
☑ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

☐ Large Accelerated Filer	☑ Accelerated Filer
☐ Non-Accelerated Filer	☐ Smaller Reporting Company
	☐ Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.
Yes ☑ No ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

The aggregate market value of the voting and non-voting shares of common stock held by non-affiliates of the registrant, (i.e., by persons other than officers and directors of Alexander's, Inc.) was $478,956,000 at June 30, 2025.

As of January 31, 2026, there were 5,107,290 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III: Portions of the Proxy Statement for the Annual Meeting of Stockholders to be held on May 21, 2026.

INDEX

	Item		Page Number
PART I.	1.	Business	5
	1A.	Risk Factors	8
	1B.	Unresolved Staff Comments	20
	1C.	Cybersecurity	21
	2.	Properties	22
	3.	Legal Proceedings	24
	4.	Mine Safety Disclosures	24
PART II.	5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	24
	6.	Reserved	25
	7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	26
	7A.	Quantitative and Qualitative Disclosures About Market Risk	34
	8.	Financial Statements and Supplementary Data	35
	9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	54
	9A.	Controls and Procedures	54
	9B.	Other Information	57
	9C.	Disclosure Regarding Foreign Jurisdictions That Prevent Inspections	57
PART III.	10.	Directors, Executive Officers and Corporate Governance[(1)]	57
	11.	Executive Compensation[(1)]	58
	12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters[(1)]	58
	13.	Certain Relationships and Related Transactions, and Director Independence[(1)]	58
	14.	Principal Accountant Fees and Services[(1)]	58
PART IV.	15.	Exhibits and Financial Statement Schedules	59
	16.	Form 10-K Summary	67
Signatures			68

(1) These items are omitted in whole or in part because the registrant will file a definitive Proxy Statement pursuant to Regulation 14A under the Securities Exchange Act of 1934 with the Securities and Exchange Commission no later than 120 days after December 31, 2025, portions of which are incorporated by reference herein.

FORWARD-LOOKING STATEMENTS

Certain statements contained herein constitute forward-looking statements as such term is defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are not guarantees of future performance. They represent our intentions, plans, expectations and beliefs and are subject to numerous assumptions, risks and uncertainties. Our future results, financial condition and business may differ materially from those expressed in these forward-looking statements. You can find many of these statements by looking for words such as “approximates,” “believes,” “expects,” “anticipates,” “estimates,” “intends,” “plans,” “would,” “may” or other similar expressions in this Annual Report on Form 10-K. We also note the following forward-looking statements: estimates of future rents, estimates of future capital expenditures and estimates of dividends on shares of our common stock. Many of the factors that will determine the outcome of these and our other forward-looking statements are beyond our ability to control or predict. For further discussion of factors that could materially affect the outcome of our forward-looking statements, see “Item 1A. Risk Factors” in this Annual Report on Form 10-K.

For these statements, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. You are cautioned not to place undue reliance on our forward-looking statements, which speak only as of the date of this Annual Report on Form 10-K or the date of any document incorporated by reference. All subsequent written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We do not undertake any obligation to release publicly any revisions to our forward-looking statements to reflect events or circumstances occurring after the date of this Annual Report on Form 10-K.

PART I

ITEM 1. BUSINESS

General

Alexander's, Inc. (NYSE: ALX) is a real estate investment trust ("REIT"), incorporated in Delaware, engaged in leasing, managing, developing and redeveloping its properties. All references to "we," "us," "our," "Company" and "Alexander's" refer to Alexander's, Inc. and its consolidated subsidiaries. We are managed by, and our properties are leased and developed by, Vornado Realty Trust ("Vornado") (NYSE: VNO).

We have five properties in New York City consisting of:

- 731 Lexington Avenue, a 1,080,000 square foot multi-use building, comprising the entire block bounded by Lexington Avenue, East 59th Street, Third Avenue and East 58th Street in Manhattan. The building contains 952,000 and 128,000 of rentable square feet of office and retail space, respectively. Bloomberg L.P. ("Bloomberg") occupies all of the office space. The Home Depot (83,000 square feet) was the principal retail tenant at the property until its lease expired on January 31, 2025;

- Rego Park II, a 606,000 square foot shopping center, is located on Junction Boulevard in Queens. The center is anchored by a 145,000 square foot Costco and a 133,000 square foot Kohl's. The center also includes a 60,000 square foot Burlington, a 47,000 square foot Best Buy, and a 40,000 square foot Marshalls. Kohl's' store is currently closed but the tenant remains obligated under its lease which expires in January 2031;

- Flushing, a 167,000 square foot building, located on Roosevelt Avenue and Main Street in Queens, that is subleased to New World Mall LLC. The property is ground leased through January 2037;

- Rego Park I, a 338,000 square foot shopping center, is located adjacent to our Rego Park II shopping center. The property is now vacant since the relocation of Burlington and Marshalls to Rego Park II in 2025. We are currently exploring sale opportunities for the property and are in advanced negotiations with a potential buyer; and

- The Alexander apartment tower, located above our Rego Park II shopping center, contains 312 units aggregating 255,000 square feet.

Relationship with Vornado

We are managed by, and our properties are leased and developed by, Vornado, pursuant to various agreements which expire in March of each year and are automatically renewable. Vornado is a fully-integrated REIT with significant experience in managing, leasing, developing, and operating office and retail properties.

As of December 31, 2025, Vornado owned 32.4% of our outstanding common stock. Steven Roth is the Chairman of our Board of Directors and Chief Executive Officer, the Managing General Partner of Interstate Properties ("Interstate"), a New Jersey general partnership, and the Chairman of the Board of Trustees and Chief Executive Officer of Vornado. As of December 31, 2025, Mr. Roth, Interstate and its other two general partners, David Mandelbaum and Russell B. Wight, Jr. (who are also directors of the Company and trustees of Vornado) owned, in the aggregate, 26.0% of our outstanding common stock, in addition to the 2.3% they indirectly own through Vornado.

Significant Tenant

Bloomberg accounted for revenue of $129,317,000, $125,349,000 and $120,351,000 in the years ended December 31, 2025, 2024 and 2023, respectively, representing approximately 61%, 55% and 54% of our rental revenues in each year, respectively. No other tenant accounted for more than 10% of our rental revenues. If we were to lose Bloomberg as a tenant, or if Bloomberg were to be unable to fulfill its obligations under its lease, it would adversely affect our results of operations and financial condition. In order to assist us in our continuing assessment of Bloomberg's creditworthiness, we receive certain confidential financial information and metrics from Bloomberg. In addition, we access and evaluate financial information regarding Bloomberg from other private sources, as well as publicly available data.

Environmental Sustainability Initiatives

We have long believed a focus on environmental sustainability is responsible management of our business and important to our tenants, investors, employees and communities that we serve. Since we are externally managed by Vornado, Vornado's Corporate Governance and Nominating Committee of its Board of Trustees is assigned with oversight of sustainability matters at Alexander's, which includes climate change risk. Environmental sustainability initiatives are carried out by a dedicated team of professionals that work directly with Vornado's business units. In the discussion below, when we refer to Vornado's buildings, it includes our buildings.

Vornado is an industry leader in sustainability, owning and operating more than 26 million square feet of LEED (Leadership in Energy and Environmental Design) certified buildings, representing 100% of its certifiable office portfolio, with over 24 million square feet at LEED Gold or Platinum. In 2025, Vornado:

- received GRESB's five star rating and an assessment score of 91, placing Vornado in the top 3% within the Americas/Listed category and the "Green Star" distinction for the thirteenth consecutive year; and
- achieved 100% WELL Health-Safety certification across its in-service office portfolio.

Vornado prioritizes addressing climate change and in 2019 adopted a 10-year plan to make its buildings carbon neutral by 2030 ("Vision 2030"). Vision 2030 is a multi-faceted approach that prioritizes energy reduction, recovery and renewable power. Vornado relies on technology, as well as meaningful stakeholder collaboration with its tenants, its employees and its communities, to achieve this plan. Vornado's commitment to carbon neutrality and associated emissions reduction targets have been approved by the Science Based Targets Initiative as consistent with a 1.5°C climate scenario limit, the most ambitious goal of the Paris Agreement.

Vornado considers sustainability in all aspects of its business, including the design, construction, retrofitting and ongoing maintenance and operations of its portfolio of buildings. Vornado operates its buildings sustainably and efficiently by seeking to establish best practices in energy and water consumption, carbon reduction, resource and waste management and ecologically sensitive procurement. Vornado's policies, from 100% green cleaning to procuring 100% renewable electricity certificates to energy efficiency, are implemented across its entire portfolio. Vornado undertakes significant outreach with its tenants, employees and investors regarding Vornado's sustainability programs and strategies.

Vornado gathers data to measure progress against its goals, aligns its goals with its tenants, plans for its longer-term projects and engages with its stakeholders in meaningful ways. Vornado uses carbon accounting software, energy audits and models and building automation software to measure and track its portfolio-wide waste, water and energy reduction strategies, create roadmaps for each building to understand how to achieve carbon neutrality and provide accurate and actionable data for its measurement, verification and reporting requirements.

Vornado is committed to transparent reporting of sustainability performance indicators and publishes an annual Sustainability Report in accordance with the Global Reporting Initiative and aligned with the metrics codified by the Sustainability Accounting Standards Board. Further details on Vornado's environmental sustainability initiatives and strategy, including its Vision 2030 Roadmap, can be found in Vornado's 2024 Sustainability Report at (vno.com/sustainability). There can be no assurance that Vornado's Vision 2030 commitment will be achieved in the planned time frame. The Sustainability Report is not incorporated by reference and should not be considered part of this Annual Report on Form 10-K.

Competition

We operate in a highly competitive environment located in New York City. We compete with a large number of real estate investors, property owners and developers, some of whom may be willing to accept lower returns on their investments. Principal factors of competition are rents charged, tenant concessions offered, attractiveness of location, the quality of the property and the breadth and the quality of services provided. Our success depends upon, among other factors, trends of the global, national and local economies, the financial condition and operating results of current and prospective tenants and customers, the availability and cost of capital, construction and renovation costs, taxes, governmental regulations, legislation, population and employment trends, zoning laws, and our ability to lease sublease, or sell our properties, at profitable levels. Our success is also subject to our ability to refinance existing debt on acceptable terms as it comes due. See "Item 1A. Risk Factors" in this Annual Report on Form 10-K for additional information regarding these factors.

Human Capital Resources

Since we are externally managed by Vornado, we do not have separate employees that provide management, leasing and development services. We currently have 103 property-level employees who provide cleaning, engineering, parking and security services. Our employees are managed by Vornado in accordance with its employee policies and they have access to Vornado's benefits, training and other programs.

Executive Office

Our executive office is located at 210 Route 4 East, Paramus, New Jersey, 07652 and our telephone number is (201) 587-8541.

Available Information

Copies of our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports, as well as Reports on Forms 3, 4 and 5 regarding officers, directors, and 10% beneficial owners, filed or furnished pursuant to Section 13(a), 15(d) or 16(a) of the Securities Exchange Act of 1934, are available free of charge on our website (www.alx-inc.com) as soon as reasonably practicable after they are electronically filed with, or furnished to, the Securities and Exchange Commission ("SEC"). Also available on our website are copies of our Audit Committee Charter, Compensation Committee Charter, Code of Business Conduct and Ethics and Corporate Governance Guidelines. In the event of any changes to these items, revised copies will be made available on our website. Copies of these documents are also available directly from us free of charge. The SEC also maintains a website (www.sec.gov) that contains reports, proxy and information statements and other information that is filed electronically with the SEC. The contents of our website provided above are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file with the SEC.

In May 2009, Vornado and Interstate each filed with the SEC an amendment to their respective Schedule 13D indicating that they, as a group, own 47.2% of our common stock. This ownership level, together with the shares owned by Messrs. Roth, Mandelbaum and Wight, makes us a "controlled" company for the purposes of the New York Stock Exchange, Inc.'s Corporate Governance Standards (the "NYSE Rules"). This means that we are not required to, among other things, have a majority of the members of our Board of Directors be independent under the NYSE Rules, have all of the members of our Compensation Committee be independent under the NYSE Rules or to have a Nominating Committee. While we have voluntarily complied with a majority of the independence requirements of the NYSE Rules, we are under no obligation to do so and this situation may change at any time.

ITEM 1A. RISK FACTORS

Material factors that may adversely affect our business, operations and financial condition are summarized below. The risks and uncertainties described herein may not be the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business, operations and financial condition. See "Forward-Looking Statements" contained herein on page 4.

RISKS RELATED TO OUR BUSINESS AND OPERATIONS

We may be adversely affected by trends in office real estate.

In 2025, approximately 61% of our rental revenues was from Bloomberg, the office tenant at our 731 Lexington Avenue office property. Work from home, flexible or hybrid work schedules, open workplaces, videoconferencing, and teleconferencing have become more common in recent years. Changes in tenant space utilization, including from the continuation of work from home and flexible work arrangement policies, may cause office tenants to reassess their long-term physical space needs, which could have an adverse effect on our business. Additionally, the increased use of artificial intelligence ("AI") could result in changes in tenant space utilization, including the need to reduce or reconfigure space.

All of our properties are in New York City and are affected by the economic cycles and risks inherent to this area.

All of our revenues come from properties located in New York City. Real estate markets are affected by economic downturns and we cannot predict how economic conditions will impact the New York City market in either the short or long term. Declines in the economy and declines in the New York City real estate market have impacted and could impact our financial performance and the value of our properties. In addition to the factors affecting national economic conditions generally, the factors affecting economic conditions in this area include:

- financial performance and productivity of the media, advertising, professional services, financial, technology, retail, insurance and real estate industries;
- business layoffs or downsizing;
- any oversupply of, or reduced demand for, real estate;
- industry slowdowns;
- the effects of inflation;
- interest rate fluctuations;
- relocations of businesses;
- changing demographics;
- work from home and use of alternative work places;
- changes in the number of domestic and international tourists to our markets (including as a result of changes in the relative strengths of world currencies);
- changes in diplomatic and trade relationships, as well as potential tariffs;
- the fiscal health and policies of New York State and New York City governments and local transit authorities;
- quality of life conditions;
- infrastructure quality;
- increased government regulation and costs of complying with such regulations; and
- changes in rates or limitations on the deductibility of state and local taxes.

It is impossible for us to predict the future effects of trends in the economic and investment climates of the New York City metropolitan region, and more generally of the United States, or the real estate market in this area. Local, national or global economic downturns could negatively affect the value of our properties, our business and profitability.

We are subject to risks that affect the general and New York City retail environments.

Certain of our properties are New York City retail properties and thus are affected by the general and New York City retail environments, including the level of consumer spending and consumer confidence, New York City tourism, office and residential occupancy rates, employer remote-working policies, the threat of terrorism or other criminal acts, increasing competition from online retailers and other retail centers and the impact of technological change upon the retail environment generally. These factors could adversely affect the financial condition of our retail tenants, or result in the bankruptcy of such tenants, and the demand for physical space in our retail locations, which could have an adverse effect on the value of our properties, our business and profitability.

Our performance and the value of an investment in us are subject to risks associated with our real estate assets and with the real estate industry.

The value of our real estate and the value of an investment in us fluctuates depending on conditions in the general economy and the real estate business. These conditions may also adversely impact our revenues and cash flows.

The factors that affect the value of our real estate assets include, among other things:

- global, national and local economic conditions and geopolitical events;
- competition from other available space, including co-working space and subleases;
- local conditions such as an oversupply of space or a reduction in demand for real estate in the area;
- how well we manage our properties;
- the development and/or redevelopment of our properties;
- changes in market rental rates;
- trends in office real estate, including many tenants' preferences for space in modern amenitized buildings which may require the landlord to incur significant capital expenditures;
- increased competition from online shopping and its impact on retail tenants and their demand for retail space;
- potential changes in trade relationships, tariffs and other trade protection measures or barriers that may adversely affect retailers and retail store values;
- the timing and costs associated with property improvements and rentals;
- whether we are able to pass all or portions of any increases in operating costs through to tenants;
- changes in real estate taxes and other expenses;
- fluctuations in interest rates;
- the ability of state and local governments to operate within their budgets;
- whether tenants and users such as customers and shoppers consider a property attractive;
- changes in consumer preferences adversely affecting retailers and retail store values;
- changes in tenant space utilization;
- the financial condition of our tenants, including the extent of tenant bankruptcies or defaults;
- consequences of any armed conflict involving, or terrorist attacks against, the United States or individual acts of violence in public spaces;
- availability of financing on acceptable terms or at all;
- inflation or deflation;
- our ability to obtain adequate insurance;
- government regulation, including changes in fiscal policies, taxation, and zoning laws;
- potential liability and compliance costs associated with environmental or other laws or regulations;
- natural disasters;
- general competitive factors;
- climate change; and
- the impact of pandemics or outbreaks of other infectious diseases.

The rents or sales proceeds we receive and the occupancy levels at our properties may decline as a result of adverse changes in any of these factors. If rental revenues, sales proceeds and/or occupancy levels decline, we generally would expect to have less cash available for operating costs, to pay indebtedness and for distribution to our stockholders. In addition, some of our major expenses, including mortgage interest payments, real estate taxes and maintenance costs generally do not decline when the related rents decline, and maintenance costs can increase substantially in an inflationary environment. These factors may cause the value of our real estate assets to decline, which may result in non-cash impairment charges and the impact could be material.

Real estate is a competitive business and that competition may adversely impact us.

We compete with a large number of real estate investors, property owners and developers, some of whom may be willing to accept lower returns on their investments. Principal factors of competition are rents charged, tenant concessions offered, attractiveness of location, the quality of the property and the breadth and the quality of services provided. Substantially all of our properties face competition from similar properties in the same market, which may adversely impact the rents we can charge at those properties and our results of operations.

We may be unable to renew leases, lease vacant space or relet space as leases expire on favorable terms.

When our tenants decide not to renew their leases upon their expiration, we may not be able to relet the space. Even if tenants do renew or we can relet the space, the terms of renewal or reletting, considering among other things, rent and concessions, the cost of improvements to the property and leasing commissions, may be on less economically favorable terms. In addition, changes in space utilization by our tenants may impact our ability to renew or relet space without the need to incur substantial costs in renovating or redesigning the internal configuration of the relevant property and/or space. If we are unable to promptly renew leases or relet the space on economically favorable terms, our cash flow and ability to service debt obligations and pay dividends and distributions to stockholders could be adversely affected.

731 Lexington Avenue accounts for a majority of our revenues. Loss of or damage to the building would adversely affect our financial condition and results of operations.

731 Lexington Avenue accounted for revenue of $143,534,000, $153,298,000 and $148,806,000 in the years ended December 31, 2025, 2024 and 2023, respectively, representing approximately 67%, 68% and 66% of our rental revenues in each year, respectively. Loss of or damage to the building in excess of our insurance coverage, including as a result of a terrorist attack, would adversely affect our results of operations and financial condition.

Bloomberg represents a majority of our revenues. Loss of Bloomberg as a tenant or deterioration in Bloomberg's credit quality could adversely affect our financial condition and results of operations.

Bloomberg accounted for revenue of $129,317,000, $125,349,000 and $120,351,000 in the years ended December 31, 2025, 2024 and 2023, respectively, representing approximately 61%, 55% and 54% of our rental revenues in each year, respectively. No other tenant accounted for more than 10% of our rental revenues. If we were to lose Bloomberg as a tenant, or if Bloomberg were to be unable to fulfill its obligations under its lease, it would adversely affect our results of operations and financial condition.

We depend upon anchor tenants to attract shoppers at our Rego Park II retail property and decisions made by these tenants, or adverse developments in the businesses of these tenants, could materially affect our financial condition and results of operations.

Our Rego Park II retail property is anchored by well-known large format retailers and other tenants who generate shopping traffic. The value of this property would be adversely affected if our anchor tenants failed to meet their contractual obligations, sought concessions in order to continue operations or ceased their operations, including as a result of bankruptcy. If the level of sales at stores operating at this property were to decline significantly due to economic conditions, increased competition from online shopping, closing of anchors or for other reasons, tenants may be unable to pay their minimum rents or expense recovery charges. In the event of a default by a tenant or anchor, we may experience delays and costs in enforcing our rights as landlord. Additionally, closure of an anchor or major tenant could result in lease terminations by, or reductions of rent from other tenants if the other tenants' leases have co-tenancy clauses.

Bankruptcy or insolvency of tenants may decrease our revenues, net income and available cash.

From time-to-time, some of our tenants have declared bankruptcy, and other tenants may declare bankruptcy, become insolvent or experience a material business downturn adversely affecting their ability to make timely rental payments in the future. If a tenant does not pay its rent, we may face delays enforcing our rights as landlord and may incur substantial legal and other costs. Even if we are able to enforce our rights, a tenant may not have recoverable assets. The bankruptcy or insolvency of a major tenant may delay our efforts to collect past-due balances under the relevant leases and could ultimately preclude collection of these amounts altogether. As a result, the bankruptcy or insolvency of, or nonpayment by, a major tenant could cause us to suffer lower revenues and operational difficulties, including leasing the remainder of the property, which could in turn result in decreased net income and funds available to pay our indebtedness or make distributions to stockholders.

Some of our potential losses may not be covered by insurance.

We maintain general liability insurance with limits of $300,000,000 per occurrence and per property, which includes communicable disease coverage, and all-risk property and rental value insurance coverage with limits of $1.7 billion per occurrence, including coverage for acts of terrorism, with sub-limits for certain perils such as floods and earthquakes on each of our properties and excluding communicable disease coverage.

Fifty Ninth Street Insurance Company, LLC ("FNSIC"), our wholly owned consolidated subsidiary, acts as a direct insurer for coverage for acts of terrorism, including nuclear, biological, chemical and radiological ("NBCR") acts, as defined by the Terrorism Risk Insurance Act of 2002, as amended to date and which has been extended through December 2027. Coverage for acts of terrorism (including NBCR acts) is up to $1.7 billion per occurrence and in the aggregate. Coverage for acts of terrorism (excluding NBCR acts) is fully reinsured by third party insurance companies and the Federal government with no exposure to FNSIC. For NBCR acts, FNSIC is responsible for a deductible of $348,000 and 20% of the balance of a covered loss, and the Federal government is responsible for the remaining 80% of a covered loss. We are ultimately responsible for any loss incurred by FNSIC.

We continue to monitor the state of the insurance market and the scope and costs of coverage for acts of terrorism or other events. However, we cannot anticipate what coverage will be available on commercially reasonable terms in the future. We are responsible for uninsured losses and for deductibles and losses in excess of our insurance coverage, which could be material and adversely affect our business, results of operations and financial condition.

Our loans contain customary covenants requiring us to maintain insurance. Although we believe that we have adequate insurance coverage for purposes of these agreements, we may not be able to obtain an equivalent amount of coverage at reasonable costs in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect our ability to finance or refinance our properties.

Actual or threatened terrorist attacks or other criminal acts may adversely affect the value of our properties and our ability to generate cash flow.

All of our properties are located in New York City, and our most significant property, 731 Lexington Avenue, is located on Lexington Avenue and 59th Street in Manhattan. In response to a terrorist attack, the perceived threat of terrorism or other criminal acts, tenants in this area may choose to relocate their businesses to less populated, lower-profile areas of the United States that may be perceived to be less likely targets of future terrorist activity or have lower rates of crime and fewer customers may choose to patronize businesses in this area. This, in turn, would trigger a decrease in the demand for space in this area, which could increase vacancies in our properties and force us to lease space on less favorable terms. Furthermore, we may experience increased costs for security, equipment and personnel. As a result, the value of our properties and the level of our revenues and cash flows could decline materially.

The effects of climate change and natural disasters could have a concentrated impact on the area where we operate and could adversely impact our results.

Our properties are located in New York City. Physical climate change and natural disasters, including earthquakes, storms, storm surges, tornados, floods, hurricanes and rising sea levels, could cause significant damage to our properties and the surrounding environment or area. Government efforts to combat climate change may impact the cost of operating our properties. Over time, these conditions could result in declining demand for space in our buildings or the inability of us to operate the buildings at all. Extreme weather events may also have indirect effects on our business by increasing the cost of (or making unavailable) property insurance on terms we find acceptable, increasing the cost of energy at our properties and requiring us to expend funds as we seek to repair and protect our properties against such risks. The incurrence of these losses, costs or business interruptions may adversely impact our operating and financial results.

Our properties are located in an urban area, which means the vitality of our properties is reliant on sound transportation and utility infrastructure systems. If one of those systems is compromised in any way by an extreme weather event, such a compromise could have an adverse impact on our local economies and populations, as well as on our tenants' ability to do business in our buildings.

Our properties are subject to transitional risks related to climate-related policy change.

Decarbonization of grid-supplied energy (as has been mandated by the Climate Leadership and Community Protection Act ("CLCPA") in New York State) could lead to increased energy costs and operating expenses for our buildings. In October 2025, the Albany County Supreme Court ordered the New York Department of Environmental Conservation ("DEC") to finalize regulations required under the CLCPA. This ruling compels the DEC to implement a cap-and-invest program to enforce greenhouse gas emission limits, which had been delayed. Retrofitting our building systems to consume less energy has led to increased capital costs. In addition, buildings which consume fossil fuel onsite may be subject to penalties in the future. Although these laws and regulations have not had any material adverse effects on our business to date, they could result in substantial costs, including compliance costs, increased energy costs, retrofit costs and construction costs. We cannot predict how future laws and regulations, or future interpretations of current laws and regulations, related to climate change will affect our business, results of operations and financial condition.

We may become subject to costs, taxes or penalties, or increases therein, associated with natural resource or energy usage, such as a "carbon tax" and by local legislation such as New York City's Local Law 97, which sets limits on carbon emissions in our buildings and imposes penalties if we exceed those limits, and New York City's Intro 2317, or the "gas ban" bill, which limits any onsite fossil fuel combustion in new construction and major renovations. We actively track and assess possible impact from regulations across our buildings and evaluate cost of compliance versus impact on business operations and property valuations in our regular capital cycles. These costs, taxes or penalties could increase our operating costs and decrease the cash available to pay our obligations and make distributions to our stockholders.

Changes to tax laws could affect REITs generally, the trading of our shares and our results of operations, both positively and negatively, in ways that are difficult to anticipate.

The rules dealing with U.S. federal, state and local income taxation are constantly under review by persons involved in the legislative process and by the IRS and the Treasury Department. Changes to tax laws (which changes may have retroactive application) could adversely affect the taxation of REITs and their shareholders. We cannot predict whether, when, in what form, or with what effective dates, tax laws, regulations and rulings may be enacted, promulgated or decided, or technical corrections made, which could result in an increase in our, or our stockholders', tax liability or require changes in the manner in which we operate in order to minimize increases in our tax liability. If such changes occur, we may be required to pay additional taxes on our assets or income and/or be subject to additional restrictions. These increased tax costs could, among other things, adversely affect the trading price for our common shares, our financial condition, our results of operations and the amount of cash available to make distributions to our stockholders.

Significant inflation and increases in the inflation rate could adversely affect our business and financial results.

Elevated rates of inflation, both real and anticipated, may impact our business and results of operations. In a highly inflationary environment, we may be unable to raise rental rates at or above the rate of inflation, which could reduce our profit margins. In addition, our cost of labor and materials could increase, which could have an adverse impact on our business and financial results. Increased inflation could also adversely affect us by increasing costs of construction and renovation. While increases in most operating expenses at our properties can be passed on to our office and retail tenants, some tenants have fixed reimbursement charges, and expenses at our residential property may not be able to be passed on to residential tenants. An increase in unreimbursed operating expenses may reduce cash flow available to pay our indebtedness and make distributions to our stockholders.

We may acquire, develop, or redevelop properties and this may create risks.

Although our current business strategy is not to engage in acquisitions, we may acquire, develop or redevelop properties when we believe that an acquisition, development or redevelopment project is otherwise consistent with our business strategy. We may not succeed in (i) acquiring, developing or redeveloping properties; (ii) completing these activities on time or within budget; and (iii) leasing or selling acquired, developed or redeveloped properties at amounts sufficient to cover our costs. Competition in these activities could also significantly increase our costs. Difficulties in integrating acquisitions may prove costly or time-consuming and could divert management's attention. Acquisitions, developments or redevelopments in new markets or types of properties where we do not have the same level of market knowledge may result in weaker than anticipated performance. We may also abandon acquisition, development or redevelopment opportunities that we have begun pursuing and consequently fail to recover expenses already incurred. Furthermore, we may be exposed to the liabilities of properties acquired, some of which we may not be aware of at the time of acquisition.

We are exposed to risks associated with property development, redevelopment and repositioning that could adversely affect us, including our financial condition and results of operations.

We continue to engage in development, redevelopment and repositioning activities with respect to our properties, and accordingly, we are subject to certain risks which could adversely affect us, including our financial condition and results of operations. These risks include, without limitation, (i) the availability and pricing of financing on favorable terms or at all; (ii) the availability and timely receipt of zoning and other regulatory approvals; (iii) cost overruns, especially in an inflationary environment, and untimely completion of construction (including risks beyond our control, such as weather or labor conditions, material shortages or supply chain delays); (iv) the potential for the fluctuation of occupancy rates and rents at redeveloped properties, which may result in our investment not being profitable; (v) start up, repositioning and redevelopment costs may be higher than anticipated; (vi) the potential that we may fail to recover expenses already incurred if we abandon development or redevelopment opportunities after we begin to explore them; (vii) the potential that we may expend funds on and devote management's time to projects which we do not complete; (viii) the inability to complete leasing of a property on schedule or at all, resulting in an increase in carrying or redevelopment costs and (ix) the possibility that properties will be leased at below expected rental rates. These risks could result in substantial unanticipated delays or expenses, prevent the initiation or the completion of redevelopment activities or reduce the ultimate rents achieved on new developments. These outcomes could have an adverse effect on our financial condition, results of operations, cash flow, the market value of our common shares and ability to satisfy our indebtedness and make distributions to our stockholders.

It may be difficult to sell real estate on a timely basis, which may limit our flexibility.

Real estate investments are relatively illiquid. Consequently, we may have limited ability to dispose of assets in our portfolio promptly in response to changes in economic or other conditions which could have an adverse effect on our sources of working capital and our ability to satisfy our indebtedness.

RISKS RELATED TO OUR INDEBTEDNESS AND ACCESS TO CAPITAL

Capital markets and economic conditions can materially affect our liquidity, financial condition and results of operations as well as the value of an investment in our common stock.

There are many factors that can affect the value of our common stock, including the state of the capital markets and the economy. Demand for office and retail space typically declines nationwide due to an economic downturn, bankruptcies, downsizing, layoffs and cost cutting. Government action or inaction may adversely affect the state of the capital markets. The cost and availability of credit may be adversely affected by illiquid credit markets and wider credit spreads, which may adversely affect our liquidity and financial condition, including our results of operations, and the liquidity and financial condition of our tenants. Our inability or the inability of our tenants to timely refinance maturing liabilities, access the capital markets and obtain reasonable pricing to meet liquidity needs may materially affect our financial condition and results of operations and the value of our common stock.

We have outstanding debt, and the amount of debt and its cost may increase; refinancing may not be available on acceptable terms and could affect our future operations.

As of December 31, 2025, total mortgages payable, excluding deferred debt issuance costs, was $836,691,000, and our rate of total debt to total enterprise value was 46%. “Enterprise value” means the market equity value of our common stock, plus debt, less cash and cash equivalents at such date. We are subject to the risks normally associated with debt financing, including the risk that our cash flow from operations will be insufficient to meet our required debt service. Our debt service costs generally will not be reduced if conditions in the market or at our properties, such as the entry of new competitors or the loss of major tenants, cause a reduction in the income from our properties. Should such events occur, our operations may be adversely affected.

If a property is mortgaged to secure payment of indebtedness and income from such property is insufficient to pay that indebtedness, the property could be foreclosed upon by the mortgagee resulting in our loss of the property.

If we are unable to obtain debt financing or refinance existing indebtedness upon maturity, our financial condition and results of operations would likely be adversely affected. In addition, the volatility in the interest rate environment in recent years has led to fluctuations in interest rates on our variable rate debt, including new hedging instruments, and the cost of refinancing our existing debt and entering into new debt, all which could reduce our operating cash flows. If the cost or amount of our indebtedness increases or we cannot refinance our debt in sufficient amounts or on acceptable terms, we potentially could be at risk of default on our obligations that could adversely affect our financial condition and results of operations.

Our existing financing documents contain covenants and restrictions that may restrict our operational and financial flexibility.

As of December 31, 2025, we had outstanding mortgage indebtedness of $836,691,000, secured by three of our properties. These mortgages contain covenants that limit our ability to incur additional indebtedness on these properties, provide for lender approval of tenants’ leases in certain circumstances, and in certain cases provide for yield maintenance or defeasance premiums to prepay them. These mortgages may significantly restrict our operational and financial flexibility. In addition, if we were to fail to perform our obligations under existing indebtedness or become insolvent or were liquidated, secured creditors would be entitled to payment in full from the proceeds of the sale of the pledged assets prior to any proceeds being paid to other creditors or to any holders of our securities. In such an event, it is possible that we would have insufficient assets remaining to make payments to other creditors or to any holders of our securities.

The hedge instruments we may use to manage our exposure to interest rate volatility involve risks.

The interest rate hedge instruments we may use to manage some of our exposure to interest rate volatility involve risks, including the risk that counterparties may fail to perform under these arrangements. If interest rates subsequently fall, these arrangements may cause us to pay higher interest on our debt obligations than would otherwise be the case. In addition, the use of such instruments may generate income that may not be treated as qualifying REIT income for purposes of the 75% gross income test or 95% gross income test. Furthermore, there can be no assurance that our hedging arrangements will qualify as “highly effective” cash flow hedges under applicable accounting standards. If our hedges do not qualify as “highly effective,” the changes in the fair value of these instruments would be reflected in our results of operations and could adversely impact our earnings.

RISKS RELATED TO OUR ORGANIZATION AND STRUCTURE

Substantially all of our assets are owned by subsidiaries. We depend on dividends and distributions from these subsidiaries. The creditors of these subsidiaries are entitled to amounts payable to them by the subsidiaries before the subsidiaries may pay any dividends or distributions to us.

Substantially all of our properties and assets are held through our subsidiaries. We depend on cash distributions and dividends from our subsidiaries for substantially all of our cash flow. The creditors of each of our subsidiaries are entitled to payment of that subsidiary's obligations to them, when due and payable, before that subsidiary may pay dividends or make distributions to us. Thus, our ability to pay dividends, if any, to our security holders depends on our subsidiaries' ability to first satisfy their obligations to their creditors and our ability to satisfy our obligations, if any, to our creditors.

In addition, our participation in any distribution of the assets of any of our subsidiaries upon the liquidation, reorganization or insolvency of the subsidiary, is only after the claims of the creditors, including trade creditors and preferred security holders, if any, of the applicable subsidiary, are satisfied.

Alexander's charter documents and applicable laws may hinder any attempt to acquire us.

Provisions in Alexander's certificate of incorporation and by laws, as well as provisions of the Code and Delaware corporate law, may delay or prevent a change in control of the Company or a tender offer, even if such action might be beneficial to stockholders, and limit the stockholders' opportunity to receive a potential premium for their shares of common stock over then prevailing market prices.

In order to qualify as a REIT, five or fewer individuals, as defined in the Code, may not own, actually or constructively, more than 50% in value of the issued and outstanding shares of our stock at any time during the last half of each taxable year. Additionally, at least 100 persons must beneficially own shares of our stock during at least 335 days of a taxable year for each taxable year. To help ensure that we meet these tests, among other purposes, our charter restricts the acquisition and ownership of shares of our stock. Primarily to facilitate maintenance of its qualification as a REIT, Alexander's certificate of incorporation generally prohibits ownership, directly, indirectly or beneficially, by any single stockholder of more than 9.9% of the outstanding shares of preferred stock of any class or 4.9% of outstanding common stock of any class. The Board of Directors may waive or modify these ownership limits with respect to one or more persons if it is satisfied that ownership in excess of these limits will not jeopardize Alexander's status as a REIT for federal income tax purposes. In addition, the Board of Directors has, subject to certain conditions and limitations, exempted Vornado and certain of its affiliates from these ownership limitations. Stock owned in violation of these ownership limits will be subject to the loss of rights and other restrictions. These ownership limits may have the effect of inhibiting or impeding a change in control.

Alexander's Board of Directors is divided into three classes of directors. Directors of each class are chosen for three-year staggered terms. Staggered terms of directors may have the effect of delaying or preventing changes in control or management, even though changes in management or a change in control might be in the best interest of our stockholders.

In addition, Alexander's charter documents authorize the Board of Directors to:

- cause Alexander's to issue additional authorized but unissued common stock or preferred stock;
- classify or reclassify, in one or more series, any unissued preferred stock; and
- set the preferences, rights and other terms of any classified or reclassified stock that Alexander's issues.

The Board of Directors could establish a series of preferred stock with terms that could delay, deter or prevent a change in control of Alexander's or other transaction that might involve a premium price or otherwise be in the best interest of our stockholders, although the Board of Directors does not, at present, intend to establish a series of preferred stock of this kind. Alexander's charter documents contain other provisions that may delay, deter or prevent a change in control of the Company or other transaction that might involve a premium price or otherwise be in the best interest of our stockholders.

In addition, Vornado, Interstate and its three general partners (each of whom are both trustees of Vornado and Directors of Alexander's) together beneficially own approximately 58.4% of our outstanding shares of common stock. This degree of ownership is likely to reduce the possibility of a tender offer or an attempt to change control of the Company by a third party.

We may change our policies without obtaining the approval of our stockholders.

Our operating and financial policies, including our policies with respect to acquisitions of real estate or other assets, growth, operations, indebtedness, capitalization and dividends, are exclusively determined by our Board of Directors. Accordingly, our stockholders do not control these policies.

Steven Roth, Vornado and Interstate may exercise substantial influence over us. They and some of our other directors and officers have interests or positions in other entities that may compete with us.

As of December 31, 2025, Interstate and its partners beneficially owned an aggregate of approximately 7.1% of the common shares of beneficial interest of Vornado and approximately 26.0% of our outstanding common stock. Steven Roth, David Mandelbaum and Russell B. Wight, Jr. are the partners of Interstate. Mr. Roth is the Chairman of our Board of Directors and our Chief Executive Officer, the Chairman of the Board of Trustees and Chief Executive Officer of Vornado and the Managing General Partner of Interstate. Messrs. Wight and Mandelbaum are both trustees of Vornado and members of our Board of Directors. In addition, Vornado manages and leases the real estate assets of Interstate.

As of December 31, 2025, Vornado owned 32.4% of our outstanding common stock, in addition to the 26.0% owned by Interstate and its partners. In addition to the relationships described in the immediately preceding paragraph, Ms. Mandakini Puri is a trustee of Vornado and a member of our Board of Directors.

Additionally, personnel and services that we require are provided to us under contracts with Vornado. We depend on Vornado to manage our operations and to acquire and manage our portfolio of real estate assets. Vornado makes all decisions regarding the day-to-day management of our company, subject to the supervision of, and any guidelines established by, our Board of Directors.

Because of their overlapping interests, Vornado, Mr. Roth, Interstate and the other individuals noted in the preceding paragraphs may have substantial influence over Alexander's, and on the outcome of any matters submitted to Alexander's stockholders for approval. In addition, certain decisions concerning our operations or financial structure may present conflicts of interest among Vornado, Messrs. Roth, Mandelbaum and Wight and Interstate and other security holders. Vornado, Mr. Roth and Interstate may, in the future, engage in a wide variety of activities in the real estate business which may result in conflicts of interest with respect to matters affecting us, such as, which of these entities or persons, if any, may take advantage of potential business opportunities, the business focus of these entities, the types of properties and geographic locations in which these entities make investments, potential competition between business activities conducted, or sought to be conducted, competition for properties and tenants, possible corporate transactions such as acquisitions, and other strategic decisions affecting the future of these entities.

There may be conflicts of interest between Vornado, its affiliates and us.

Vornado manages, develops and leases our properties under agreements that have one-year terms expiring in March of each year, which are automatically renewable. Because we share common senior management with Vornado and because four of the trustees of Vornado are on our Board of Directors, the terms of the foregoing agreements and any future agreements may not be comparable to those we could have negotiated with an unaffiliated third party.

For a description of Interstate's ownership of Vornado and Alexander's see "Steven Roth, Vornado and Interstate may exercise substantial influence over us. They and some of our other directors and officers have interests or positions in other entities that may compete with us." above. For a description of our related party transactions with Vornado, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Related Party Transactions."

RISKS RELATED TO TECHNOLOGY, CYBERSECURITY AND DATA PROTECTION

The occurrence of cyber incidents, or a deficiency in our cybersecurity, as well as other disruptions to our IT networks and related systems, could adversely affect our business by causing a disruption to our operations, a compromise or corruption of our confidential information, and/or damage to our business relationships or reputation, all of which could adversely affect our financial results.

Our IT networks and related systems are essential to the operation of our business and our ability to perform day-to-day operations (including managing our building systems) and, in some cases, may be critical to the operations of certain of our tenants. We face risks associated with security breaches, whether through cyber attacks, malware, ransomware, computer viruses, phishing, attachments to e-mails, persons who access our systems from inside or outside our organization, and other significant disruptions of our IT networks and related systems. Our suppliers and subcontractors face similar threats and an incident at one of these entities could adversely affect our business. These entities are typically outside our control and may have access to certain of our information with varying levels of security and cybersecurity resources. The risk of a security breach or disruption, particularly through a cyber attack, including by computer hackers, foreign governments and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks from around the world have increased, including through the use of artificial intelligence. Although we have not experienced cyber incidents that are individually, or in the aggregate, material, the incidents we have experienced thus far have been mitigated by preventative, detective, and responsive measures that we have put in place. Although we make efforts to maintain the security and integrity of these types of IT networks and related systems, and we have implemented various measures to manage the risk of a security breach or disruption, there can be no assurance that our security efforts and measures will be effective or that attempted security breaches or disruptions would not be successful or damaging. Unauthorized parties, whether within or outside our company, may disrupt or gain access to our systems, or those of third parties with whom we do business, through human error, misfeasance, fraud, trickery, or other forms of deceit, including break-ins, use of stolen credentials, social engineering, phishing, computer viruses or other malicious codes, and similar means of unauthorized and destructive tampering. Even the most well protected information, networks, systems and facilities remain potentially vulnerable because the techniques used in such attempted security breaches evolve and generally are not recognized until launched against a target, and in some cases are designed to not be detected and, in fact, may not be detected. Accordingly, we may be unable to anticipate these techniques or to implement adequate security barriers or other preventative measures, and thus it is impossible for us to entirely mitigate this risk.

A security breach or other significant disruption involving our IT networks and related systems could disrupt the proper functioning of our networks and systems and therefore our operations and/or those of certain of our tenants; result in the unauthorized access to, and destruction, loss, theft, misappropriation or release of, proprietary, confidential, sensitive or otherwise valuable information of ours or others, which others could use to compete against us or which could expose us to damage claims by third-parties for disruptive, destructive or otherwise harmful purposes and outcomes; result in our inability to maintain the building systems relied upon by our tenants for the efficient use of their leased space; require significant management attention and resources to remedy any damages that result; may require payments to the attackers; subject us to litigation claims for breach of contract, damages, credits, fines, penalties, governmental investigations and enforcement actions or termination of leases or other agreements; or damage our reputation among our tenants and investors generally. Any or all of the foregoing could have a material adverse effect on our results of operations, financial condition and cash flows.

A cyber attack or systems failure could interfere with our ability to comply with financial reporting requirements, which could adversely affect us. A cyber attack could also compromise the confidential information of our employees, tenants, customers and vendors. A successful attack could disrupt and materially affect our business operations, including damaging relationships with tenants, customers and vendors. Any compromise of our information security systems could also result in a violation of applicable privacy and other laws, significant legal and financial exposure, damage to our reputation, loss or misuse of the information (which may be confidential, proprietary and/or commercially sensitive in nature) and a loss of confidence in our security measures, which could harm our business.

For additional information on our cybersecurity risk management process, see “Item 1C. Cybersecurity.”

We have begun the use of AI capabilities with the goal of creating additional efficiencies in conducting our business and operations. While we intend to use AI appropriately and to attempt to mitigate ethical and legal issues presented by its use, we may ultimately be unsuccessful in identifying or resolving issues before they arise. There can be no assurance that we or our service providers will properly implement AI, and the failure to do so could have an adverse effect on our business and results of operations.

RISKS RELATED TO OUR COMMON STOCK

The trading price of our common stock has been volatile and may continue to fluctuate.

The trading price of our common stock has been volatile and may continue to fluctuate widely as a result of several factors, many of which are outside of our control. These factors include:

- our financial condition and performance;
- the financial condition of our tenants, including the extent of tenant bankruptcies or defaults;
- actual or anticipated quarterly fluctuations in our operating results and financial condition;
- our dividend policy;
- the reputation of REITs and real estate investments generally and the attractiveness of REIT equity securities in comparison to other equity securities, including securities issued by other real estate companies, and fixed income securities;
- uncertainty and volatility in the equity and credit markets;
- fluctuations in interest rates;
- changes in revenue or earnings estimates or publication of research reports and recommendations by financial analysts or actions taken by rating agencies with respect to our securities or those of other REITs;
- failure to meet analysts' revenue or earnings estimates;
- speculation in the press or investment community;
- strategic actions by us or our competitors, such as acquisitions or restructurings;
- the extent of institutional investor interest in us;
- the extent of short-selling of our common stock and the shares of our competitors;
- fluctuations in the stock price and operating results of our competitors;
- general financial and economic market conditions and, in particular, developments related to market conditions for office REITs and other real estate related companies and the New York City real estate market;
- inflation;
- local, domestic and international economic factors unrelated to our performance (including the macro-economic impact of geopolitical conflict);
- fiscal policies or inaction at the U.S. federal government level that may lead to federal government shutdowns or negative impacts on the U.S. economy;
- changes in tax laws and rules; and
- all other risk factors addressed elsewhere in this Annual Report on Form 10-K.

In addition, the stock market is subject to fluctuations in the share prices and trading volumes that affect the market prices of the shares of many companies. These broad market fluctuations have in the past and may in the future adversely affect the market price of our common stock. A significant decline in our stock price could result in substantial losses for stockholders.

Alexander's has additional shares of its common stock available for future issuance, which could decrease the market price of the common stock currently outstanding.

The interest of our current stockholders could be diluted if we issue additional equity securities. As of December 31, 2025, we had authorized but unissued 4,826,550 shares of common stock, par value of $1.00 per share and 3,000,000 shares of preferred stock, par value $1.00 per share; of which 28,666 shares of common stock are reserved for issuance upon redemption of the deferred stock units previously granted to our Board of Directors. In addition, 477,121 shares are available for future grant under the terms of our 2016 Omnibus Stock Plan. These awards may be granted in the form of options, restricted stock, stock appreciation rights, deferred stock units, or other equity-based interests, and if granted, would reduce that number of shares available for future grants, provided however that an award that may be settled only in cash, would not reduce the number of shares available under the plan. We cannot predict the impact that future issuances of common or preferred stock or any exercise of outstanding options or grants of additional equity-based interests would have on the market price of our common stock.

Loss of our key personnel could harm our operations and adversely affect the value of our common stock.

We are dependent on the efforts of Steven Roth, the Chairman of our Board of Directors and our Chief Executive Officer. While we believe that we could find a replacement for him and other key personnel, the loss of their services could harm our operations and adversely affect the value of our common stock.

RISKS RELATED TO REGULATORY COMPLIANCE

We may fail to qualify or remain qualified as a REIT, and may be required to pay federal income taxes at corporate rates, which could adversely impact the value of our common stock.

Although we believe that we will remain organized and will continue to operate so as to qualify as a REIT for federal income tax purposes, we may fail to remain so qualified. Qualifications are governed by highly technical and complex provisions of the Internal Revenue Code for which there are only limited judicial or administrative interpretations and depend on various facts and circumstances that are not entirely within our control. In addition, legislation, new regulations, administrative interpretations or court decisions may significantly change the relevant tax laws and/or the federal income tax consequences of qualifying as a REIT. If, with respect to any taxable year, we fail to maintain our qualification as a REIT and do not qualify under statutory relief provisions, we could not deduct distributions to stockholders in computing our taxable income and would have to pay federal income tax on our taxable income at regular corporate rates. The federal income tax payable would include any applicable alternative minimum tax. If we had to pay federal income tax, the amount of money available to distribute to stockholders and pay our indebtedness would be reduced for the year or years involved, and we would not be required to make distributions to stockholders in that taxable year and in future years until we were able to qualify as a REIT and did so. In addition, we would also be disqualified from treatment as a REIT for the four taxable years following the year during which qualification was lost, unless we were entitled to relief under the relevant statutory provisions. Our failure to qualify as a REIT could adversely affect our business and the value of our common stock.

We may face possible adverse federal tax audits and changes in federal tax laws, which may result in an increase in our tax liability.

In the normal course of business, certain entities through which we own real estate have either undergone or may undergo tax audits. Although we believe that we have substantial arguments in favor of our positions, in some instances there is no controlling precedent or interpretive guidance. There can be no assurance that audits will not occur with increased frequency or that the ultimate result of such audits will not have a material adverse effect on our results of operations.

At any time, the U.S. federal income tax laws governing REITs or the administrative interpretations of those laws may be amended. We cannot predict if or when any new U.S. federal income tax law, regulation, or administrative interpretation, or any amendment to any existing U.S. federal income tax law, Treasury regulation or administrative interpretation, will be adopted, promulgated or become effective and any such law, regulation, or interpretation may take effect retroactively. Alexander's, its taxable REIT subsidiaries, and our security holders could be adversely affected by any such change in, or any new, U.S. federal income tax law, Treasury regulation or administrative interpretation.

We may face possible adverse state and local tax audits and changes in state and local tax law.

Because we are organized and qualify as a REIT, we are generally not subject to federal income taxes, but we are subject to certain state and local taxes. In the normal course of business, certain entities through which we own real estate have undergone, tax audits. There can be no assurance that audits will not occur with increased frequency or that the ultimate result of such audits will not have a material adverse effect on our results of operations.

From time-to-time changes in state and local tax laws or regulations are enacted, which may result in an increase in our tax liability. A shortfall in tax revenues for states and municipalities in which we operate may lead to an increase in the frequency and size of such changes in laws, regulations and administration of property and transfer taxes. If such changes occur, we may be required to pay additional taxes on our assets or income. These increased tax costs could adversely affect our financial condition and results of operations and the amount of cash available to make distributions to our stockholders.

Compliance or failure to comply with the Americans with Disabilities Act ("ADA") or other safety regulations and requirements could result in substantial costs.

The ADA generally requires that public buildings, including our properties, meet certain Federal requirements related to access and use by disabled persons. Noncompliance could result in the imposition of fines by the Federal government or the award of damages to private litigants and/or legal fees to their counsel. If, under the ADA, we are required to make substantial alterations and capital expenditures in one or more of our properties, including the removal of access barriers, it could adversely affect our financial condition and results of operations, as well as the amount of cash available for distribution to stockholders.

Our properties are subject to various federal, state and local regulatory requirements, such as state and local fire and life safety requirements. If we fail to comply with these requirements, we could incur fines or private damage awards. We do not know whether existing requirements will change or whether compliance with future requirements will require significant unanticipated expenditures that will affect our cash flow and results of operations.

We may incur significant costs to comply with environmental laws and environmental contamination may impair our ability to lease and/or sell real estate.

Our operations and properties are subject to various federal, state and local laws and regulations concerning the protection of the environment, including air and water quality, hazardous or toxic substances and health and safety. Under some environmental laws, a current or previous owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances released at a property. The owner or operator may also be held liable to a governmental entity or to third parties for property damage or personal injuries and for investigation and clean-up costs incurred by those parties because of the contamination. These laws often impose liability without regard to whether the owner or operator knew of the release of the substances or caused the release. The presence of contamination or the failure to remediate contamination may also impair our ability to sell or lease real estate or to borrow using the real estate as collateral. Other laws and regulations govern indoor and outdoor air quality including those that can require the abatement or removal of asbestos-containing materials in the event of damage, demolition, renovation or remodeling and govern emissions of and exposure to asbestos fibers in the air. The maintenance and removal of lead paint and certain electrical equipment containing polychlorinated biphenyls (PCBs) are also regulated by federal and state laws. We are also subject to risks associated with human exposure to chemical or biological contaminants such as molds, pollens, viruses and bacteria which, above certain levels, can be alleged to be connected to allergic or other health effects and symptoms in susceptible individuals. We could incur fines for environmental compliance and be held liable for the costs of remedial action with respect to the foregoing regulated substances or related claims arising out of environmental contamination or human exposure to contamination at or from our properties.

Each of our properties has been subject to varying degrees of environmental assessment. To date, these environmental assessments have not revealed any environmental condition material to our business. However, identification of new compliance concerns or undiscovered areas of contamination, changes in the extent or known scope of contamination, human exposure to contamination or changes in clean-up or compliance requirements could result in significant costs to us.

ITEM 1B. UNRESOLVED STAFF COMMENTS

There are no unresolved comments from the staff of the Securities and Exchange Commission as of the date of this Annual Report on Form 10-K.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

Our comprehensive risk management strategy for the assessment, identification and management of material risks stemming from cybersecurity threats is aligned with Vornado's strategy as the Company's manager, which involves a systematic evaluation of potential threats, vulnerabilities and their potential impacts on our organization's operations, data and systems.

Our manager's cybersecurity risk management program, which is subject to our oversight, is integrated into our overall enterprise risk management program, and shares common methodologies, reporting channels and governance processes that apply across the enterprise risk management program, including legal, compliance, strategic, operational and financial risk areas.

The cybersecurity risk management program includes:

- Risk assessments designed to help identify material cybersecurity risks to our critical systems, information and broader enterprise IT environment;
- A team principally responsible for managing our (i) cybersecurity risk assessment processes, (ii) security controls and (iii) response to cybersecurity incidents;
- The use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of security controls;
- Cybersecurity awareness training for users and senior management, including through the use of third-party providers for regular mandatory trainings;
- A cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and
- A risk management process for third-party service providers, suppliers and vendors, which includes a rigorous vetting process and ongoing monitoring mechanisms designed to ensure their compliance with cybersecurity standards.

As of the date of this Annual Report on Form 10-K, we are not aware of any cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business, results of operations or financial condition.

Governance

Our Board of Directors considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee (the "Committee") oversight of cybersecurity and other information technology risks. The Committee oversees the implementation of the cybersecurity risk management program.

The Committee receives periodic reports from management on potential cybersecurity risks and threats and receives presentations on cybersecurity topics from Vornado and its Chief Information Officer. The Committee reports to the full Board of Directors regarding its activities, including those related to cybersecurity. The full Board of Directors also receives briefings from management on the cybersecurity risk management program as needed.

Management, along with Vornado, is responsible for assessing and managing our material risks from cybersecurity threats. Management and Vornado have primary responsibility for our overall cybersecurity risk management program and supervise both the internal cybersecurity personnel and external cybersecurity consultants. Vornado's Chief Information Officer has many years of experience leading cybersecurity oversight and overall has broad, extensive experience with information technology, including security, auditing, compliance, systems and programming.

The management team supervises efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by Vornado; and alerts and reports produced by security tools deployed in the IT environment. Our cybersecurity incident response plan governs our assessment and response upon the occurrence of a material cybersecurity incident, including the process for informing senior management and our Board of Directors.

ITEM 2. PROPERTIES

The following table shows the location, approximate size (excluding parking garages) and occupancy of each of our properties as of December 31, 2025.

Property	Land Acreage	Square Feet: Total Property	Square Feet: In Service	Square Feet: Under Development or Not Available for Lease	Occupancy Rate	Weighted Average Escalated Annual Rent PSF [1]	Tenants	Expiration Date [2]
731 Lexington Avenue New York, NY								
Office		952,000	952,000	—	100.0 %	$ 145.98	Bloomberg L.P.	2040
Retail		40,000	40,000	—			Various	Various
		88,000	88,000	—			Vacant	—
		128,000	128,000	—	27.2 %	373.14		
	1.9	1,080,000	1,080,000	—	91.7 %	153.63		
Rego Park II Queens, NY								
		145,000	145,000	—			Costco	2034
		133,000	133,000	—			Kohl's [3]	2031
		60,000	60,000	—			Burlington	2035
		47,000	47,000	—			Best Buy	2034
		40,000	40,000	—			Marshalls	2035
		165,000	165,000	—			Various	Various
		16,000	16,000	—			Vacant	—
	6.6	606,000	606,000	—	98.3 %	74.64		
Flushing Queens, NY [4]	1.0	167,000	167,000	—	100.0 %	33.55	New World Mall LLC	2037
Rego Park I Queens, NY[5]	4.8	338,000	—	338,000	—	—	Vacant	—
		2,191,000	1,853,000	338,000	94.6 %	115.14		
The Alexander apartment tower, 312 units Queens, NY	—	255,000	255,000	—	97.7 %	52.85 [6]	Residential	[7]
		2,446,000	2,108,000	338,000				

(1) Represents the weighted average escalated annual rent per square foot, which includes tenant reimbursements and excludes the impact of tenant concessions (such as free rent), as of December 31, 2025. For a discussion of our leasing activity, see Item 7 - Overview - Square Footage, Occupancy and Leasing Activity.

(2) Represents the year in which the tenant's lease expires, without consideration of any renewal or extension options. Lease expiration dates are based on non-cancelable lease terms and do not extend beyond any early termination rights that the tenant may have under its lease.

(3) Kohl's' store is currently closed but the tenant remains obligated under its lease through expiration.

(4) Ground leased through January 2037.

(5) We are currently exploring sale opportunities for the property and are in advanced negotiations with a potential buyer.

(6) Average monthly rent per unit is $3,589.

(7) Residential tenants generally have one or two year leases.

Operating Properties

731 Lexington Avenue

731 Lexington Avenue, a 1,080,000 square foot multi-use building, comprising the entire block bounded by Lexington Avenue, East 59th Street, Third Avenue and East 58th Street in Manhattan. The building contains 952,000 and 128,000 of rentable square feet of office and retail space, respectively. Bloomberg occupies all of the office space. The Home Depot (83,000 square feet) was the principal retail tenant at the property until its lease expired on January 31, 2025.

The office portion of 731 Lexington Avenue is encumbered by a mortgage loan of $400,000,000 which matures in October 2028. The interest-only loan has a fixed rate of 5.04%. The loan is prepayable, at the Company's option, with no penalty, beginning in October 2026.

The retail portion of 731 Lexington Avenue is encumbered by a mortgage loan of $300,000,000 which matures in December 2035. The loan is split into (i) a $132,500,000 senior A-Note held by a wholly owned subsidiary of Alexander's, which bears interest at a fixed rate of 7.00% and (ii) a $167,500,000 junior C-Note held by third party lenders, which accrues PIK interest at 4.55%. In addition, Alexander's has the right to fund operating shortfalls, interest on the A-Note and capital for re-leasing at the property through a B-Note, which will be junior to the A-Note and senior to the C-Note. The B-Note bears interest at a fixed rate of 13.50%, except for loan amounts above $65,000,000 used to pay interest on the A-Note, which will bear interest at a fixed rate of 7.00%.

Rego Park II

Rego Park II, a 606,000 square foot shopping center, is located on Junction Boulevard in Queens. The center is anchored by a 145,000 square foot Costco and a 133,000 square foot Kohl's. The center also includes a 60,000 square foot Burlington, a 47,000 square foot Best Buy, and a 40,000 square foot Marshalls. Kohl's' store is currently closed but the tenant remains obligated under its lease which expires in January 2031. The center contains a paid parking deck (1,326 spaces).

This center is encumbered by a mortgage loan of $175,000,000 which matures in December 2030. The interest-only loan is at SOFR plus 2.00% (5.72% as of December 31, 2025).

Flushing

Our Flushing property is located on Roosevelt Avenue and Main Street in the downtown, commercial section of Flushing, Queens. Roosevelt Avenue and Main Street are active shopping districts and there are many national retailers located in the area. A subway entrance is located directly in front of the property with bus service across the street. The property comprises a four-floor building containing 167,000 square feet and a parking garage, which is subleased to New World Mall LLC through January 2037. The property is ground leased through January 2037.

Rego Park I

Rego Park I, a 338,000 square foot shopping center, is located adjacent to our Rego Park II shopping center. The property is now vacant since the relocation of Burlington and Marshalls to Rego Park II in 2025. We are currently exploring sale opportunities for the property and are in advanced negotiations with a potential buyer. The center contains a paid parking deck (1,241 spaces).

The Alexander Apartment Tower

The Alexander apartment tower, located above our Rego Park II shopping center, contains 312 units aggregating 255,000 square feet.

The property is encumbered by a mortgage loan of $94,000,000 which matures in November 2027. The interest-only loan has a fixed rate of 2.63%.

ITEM 3. LEGAL PROCEEDINGS

We are from time-to-time involved in legal actions arising in the ordinary course of business. In our opinion, after consultation with our legal counsel, the outcome of such pending matters will not have a material adverse effect on our financial condition, results of operations or cash flows.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange under the symbol "ALX."

As of January 31, 2026, there were 164 holders of record of our common stock.

Recent Sales of Unregistered Securities

None.

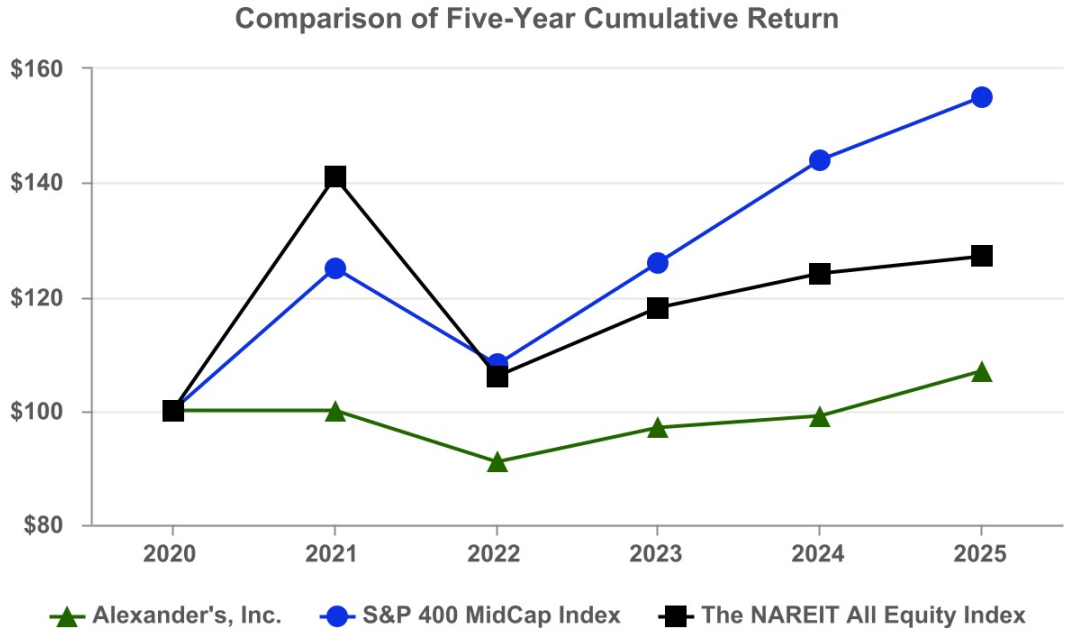
Information relating to compensation plans under which our equity securities are authorized for issuance is set forth under Part III, Item 12 of this Annual Report on Form 10-K and such information is incorporated by reference herein.

Recent Purchases of Equity Securities

None.

Performance Graph

The following graph is a comparison of the five-year cumulative return of our common stock, the Standard & Poor's 400 MidCap Index (the "S&P 400 MidCap Index") and the National Association of Real Estate Investment Trusts' ("NAREIT") All Equity Index, a peer group index. The graph assumes that $100 was invested on December 31, 2020 in our common stock, the S&P 400 MidCap Index and the NAREIT All Equity Index and that all dividends were reinvested without the payment of any commissions. There can be no assurance that the performance of our stock will continue in line with the same or similar trends depicted in the graph below.



	2020	2021	2022	2023	2024	2025
Alexander's, Inc.	$ 100	$ 100	$ 91	$ 97	$ 99	$ 107
S&P 400 MidCap Index	100	125	108	126	144	155
The NAREIT All Equity Index	100	141	106	118	124	127

ITEM 6. RESERVED

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

The following discussion should be read in conjunction with the consolidated financial statements and related notes included under Part II, Item 8 of this Annual Report on Form 10-K.

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is focused on the years ended December 31, 2025 and 2024, including year-to-year comparisons between these years. Our MD&A for the year ended December 31, 2023, including year-to-year comparisons between 2024 and 2023, can be found in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

Overview

Alexander's, Inc. (NYSE: ALX) is a real estate investment trust ("REIT"), incorporated in Delaware, engaged in leasing, managing, developing and redeveloping its properties. All references to "we," "us," "our," "Company" and "Alexander's" refer to Alexander's, Inc. and its consolidated subsidiaries. We are managed by, and our properties are leased and developed by, Vornado Realty Trust ("Vornado") (NYSE: VNO). We have five properties in New York City.

We compete with a large number of real estate investors, property owners and developers, some of whom may be willing to accept lower returns on their investments. Our success depends upon, among other factors, trends of the global, national and local economies, the financial condition and operating results of current and prospective tenants and customers, the availability and cost of capital, construction and renovation costs, taxes, governmental regulations, legislation, population and employment trends, zoning laws, and our ability to lease, sublease or sell our properties, at profitable levels. Our success is also subject to our ability to refinance existing debt on acceptable terms as it comes due. See "Item 1A. Risk Factors" in this Annual Report on Form 10-K for additional information regarding these factors.

Our business has been, and may continue to be, affected by interest rate fluctuations, the effects of inflation and other uncertainties including the potential for an economic downturn. These factors could have a material impact on our business, financial condition, results of operations and cash flows.

Overview - continued

Year Ended December 31, 2025 Financial Results Summary

Net income for the year ended December 31, 2025 was $28,224,000 or $5.50 per diluted share, compared to $43,444,000 or $8.46 per diluted share for the year ended December 31, 2024.

Funds from operations ("FFO") (non-GAAP) for the year ended December 31, 2025 was $62,995,000, or $12.27 per diluted share, compared to $77,968,000, or $15.19 per diluted share for the year ended December 31, 2024.

Square Footage, Occupancy and Leasing Activity

As of December 31, 2025, our portfolio was comprised of five properties aggregating 2,446,000 square feet. The commercial occupancy rate was 94.6% and the residential occupancy rate was 97.7%.

On January 31, 2025, Home Depot's 83,000 square foot lease at the retail portion of our 731 Lexington Avenue property expired. Annual rental revenues from Home Depot were approximately $15,000,000.

In the fourth quarter of 2024, we entered into ten-year leases with Burlington and Marshalls to relocate them to our Rego Park II property in 2025 from our Rego Park I property which is now vacant. We are currently exploring sale opportunities for our Rego Park I property and are in advanced negotiations with a potential buyer.

Significant Tenant

Bloomberg accounted for revenue of $129,317,000, $125,349,000 and $120,351,000 in the years ended December 31, 2025, 2024 and 2023, respectively, representing approximately 61%, 55% and 54% of our rental revenues in each year, respectively. No other tenant accounted for more than 10% of our rental revenues. If we were to lose Bloomberg as a tenant, or if Bloomberg were to be unable to fulfill its obligations under its lease, it would adversely affect our results of operations and financial condition. In order to assist us in our continuing assessment of Bloomberg's creditworthiness, we receive certain confidential financial information and metrics from Bloomberg. In addition, we access and evaluate financial information regarding Bloomberg from other private sources, as well as publicly available data.

Financings

On December 5, 2025, we completed a $175,000,000 refinancing of the mortgage loan on our Rego Park II shopping center. The interest-only loan is at SOFR plus 2.00% (5.72% as of December 31, 2025) and matures on December 5, 2030. We paid down by $23,544,000 the previous $198,544,000 loan that bore interest at SOFR plus 1.45% and was scheduled to mature on December 12, 2025.

On December 23, 2025, we entered into an agreement to restructure the $300,000,000 mortgage loan on the retail condominium portion of 731 Lexington Avenue, which previously bore interest at SOFR plus 1.51%. The restructured loan was split into (i) a $132,500,000 senior A-Note that was purchased by a wholly owned subsidiary of Alexander's, which bears interest at a fixed rate of 7.00% and (ii) a $167,500,000 junior C-Note held by the lenders of the original loan, which accrues PIK interest at 4.55%. In addition, Alexander's has the right to fund operating shortfalls, interest on the A-Note and capital for re-leasing at the property through a B-Note, which will be junior to the A-Note and senior to the C-Note. The B-Note bears interest at a fixed rate of 13.50%, except for loan amounts above $65,000,000 used to pay interest on the A-Note, which will bear interest at a fixed rate of 7.00%. The restructured loan matures in December 2035.

All future net sales or refinancing proceeds will be distributed through the payment waterfall per the terms of the restructured loan agreement. If such proceeds (or appraised value in such refinancing) are insufficient to cover the C-Note loan balance, any outstanding C-Note indebtedness that remains unpaid shall be forgiven.

Since the debt balances related to the A-Note and B-Note are eliminated in consolidation, the balance presented as mortgages payable for this loan on our consolidated balance sheet as of December 31, 2025 is $167,691,000, which is comprised of the principal balance of the C-Note and the PIK interest due upon maturity.

Critical Accounting Estimate

In preparing the consolidated financial statements we have made estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Accounting estimates are deemed critical if they involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our financial condition or results of operations. Below is the critical accounting estimate used in the preparation of our consolidated financial statements. A discussion of our accounting policies is included in Note 2 - *Summary of Significant Accounting Policies* to our consolidated financial statements in this Annual Report on Form 10-K.

Impairment Analyses for Real Estate

Our properties are individually reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Impairment analyses are based on current plans, intended holding periods, ability to hold and available information at the time the analyses are prepared. Assessing impairment can be complex and involves a high degree of subjectivity in determining if impairment indicators are present and in estimating the future undiscounted cash flows or the fair value of an asset. In particular, these estimates are sensitive to significant assumptions, including the estimation of future rental revenues, operating expenses, capital expenditures, discount and capitalization rates and our intent and ability to hold the related asset, all of which could be affected by our expectations about future market or economic conditions. These estimates can have a significant impact on the undiscounted cash flows or estimated fair value of an asset and could thereby affect the value of our real estate on our consolidated balance sheets as well as any potential impairment losses recognized on our consolidated statements of income.

Recent Accounting Pronouncements

See Note 2 – *Summary of Significant Accounting Policies* to our consolidated financial statements in this Annual Report on Form 10-K for a discussion concerning recent accounting pronouncements.

Results of Operations – Year Ended December 31, 2025 compared to December 31, 2024

Rental Revenues

Rental revenues were $213,183,000 in the year ended December 31, 2025, compared to $226,374,000 in the prior year, a decrease of $13,191,000. This was primarily due to (i) $13,831,000 of lower rental revenue from Home Depot's lease expiration at 731 Lexington Avenue and (ii) $9,001,000 of lower rental revenue from IKEA's lease expiration at Rego Park I, partially offset by (iii) $4,399,000 of higher rental revenue from new leases at Rego Park II, (iv) $3,403,000 of higher recoveries of operating expenses and capital expenditures and (v) $2,325,000 of higher rental revenue from Bloomberg's lease extension at 731 Lexington Avenue.

Operating Expenses

Operating expenses were $106,376,000 in the year ended December 31, 2025, compared to $103,240,000 in the prior year, an increase of $3,136,000. This was primarily due to (i) $2,388,000 of higher operating expenses subject to recovery, including real estate taxes and common area maintenance and (ii) $1,179,000 of higher operating expenses not subject to recovery, partially offset by (iii) higher capitalized expenses of $431,000.

Depreciation and Amortization

Depreciation and amortization was $35,061,000 in the year ended December 31, 2025, compared to $34,782,000 in the prior year, an increase of $279,000. This was primarily due to higher depreciation and amortization expense on capital costs for new leases at Rego Park II, partially offset by the accelerated depreciation and amortization related to IKEA's lease expiration at Rego Park I in the prior year.

General and Administrative Expenses

General and administrative expenses were $6,555,000 in the year ended December 31, 2025, compared to $6,519,000 in the prior year, an increase of $36,000.

Interest and Other Income

Interest and other income was $14,657,000 in the year ended December 31, 2025, compared to $24,429,000 in the prior year, a decrease of $9,772,000. This was primarily due to a decrease in average interest rates and investment balances.

Interest and Debt Expense

Interest and debt expense was $51,624,000 in the year ended December 31, 2025, compared to $62,818,000 in the prior year, a decrease of $11,194,000. This was primarily due to (i) $8,439,000 from lower rates, (ii) $6,833,000 from the refinancing and downsize of the 731 Lexington Office loan in September 2024 and (iii) $5,883,000 of lower interest rate cap premium amortization, partially offset by (iv) $9,665,000 from the expiration of the 731 Lexington Retail swap in May 2025.

Related Party Transactions

Vornado

As of December 31, 2025, Vornado owned 32.4% of our outstanding common stock. We are managed by, and our properties are leased and developed by, Vornado, pursuant to various agreements, which expire in March of each year and are automatically renewable. These agreements are described in Note 4 – *Related Party Transactions*, to our consolidated financial statements in this Annual Report on Form 10-K.

Steven Roth is the Chairman of our Board of Directors and Chief Executive Officer, the Managing General Partner of Interstate Properties ("Interstate"), a New Jersey general partnership, and the Chairman of the Board of Trustees and Chief Executive Officer of Vornado. As of December 31, 2025, Mr. Roth, Interstate and its other two general partners, David Mandelbaum and Russell B. Wight, Jr. (who are also directors of the Company and trustees of Vornado) owned, in the aggregate, 26.0% of our outstanding common stock, in addition to the 2.3% they indirectly own through Vornado.

Liquidity and Capital Resources

Our cash requirements include property operating expenses, capital improvements, tenant improvements, debt service, leasing commissions, dividends to stockholders and development costs. The sources of liquidity to fund these cash requirements include rental revenue, which is our primary source of cash flow and is dependent upon the occupancy and rental rates of our properties, as well as our existing cash, proceeds from financings, including mortgage or construction loans secured by our properties and proceeds from asset sales.

As of December 31, 2025, we had $192,225,000 of liquidity comprised of cash and cash equivalents and restricted cash. The ongoing fluctuations in interest rates and the effects of inflation could adversely affect our cash flow from continuing operations but we anticipate that cash flow from continuing operations over the next twelve months, together with existing cash balances, will be adequate to fund our business operations, cash dividends to stockholders, debt service and capital expenditures. We may refinance our maturing debt as it comes due or choose to pay it down. However, there can be no assurance that additional financing or capital will be available to refinance our debt, or that the terms will be acceptable or advantageous to us.

Cash Flows for the Year Ended December 31, 2025

Cash and cash equivalents and restricted cash were $192,225,000 at December 31, 2025, compared to $393,836,000 at December 31, 2024, a decrease of $201,611,000. This resulted from (i) $254,268,000 of net cash used in financing activities and (ii) $20,787,000 of net cash used in investing activities, partially offset by (iii) $73,444,000 of net cash provided by operating activities.

Net cash used in financing activities of $254,268,000 was comprised of (i) debt repayments of $335,044,000, (ii) dividends paid of $92,425,000 and (iii) debt issuance costs of $1,799,000, partially offset by (iv) proceeds from borrowings of $175,000,000.

Net cash used in investing activities of $20,787,000 was comprised of construction in progress and real estate additions.

Net cash provided by operating activities of $73,444,000 was comprised of (i) net income of $28,224,000 and (ii) adjustments for non-cash items of $50,727,000, partially offset by (iii) the net change in operating assets and liabilities of $5,507,000. The adjustments for non-cash items were comprised of (i) depreciation and amortization (including amortization of debt issuance costs) of $38,145,000, (ii) amortization of deferred lease incentives of $7,364,000, (iii) straight-lining of rents of $2,672,000, (iv) other non-cash adjustments of $1,552,000, (v) interest rate cap premium amortization of $600,000 and (vi) stock-based compensation expense of $394,000.

Liquidity and Capital Resources - continued

Cash Flows for the Year Ended December 31, 2024

Cash and cash equivalents and restricted cash were $393,836,000 at December 31, 2024, compared to $552,977,000 at December 31, 2023, a decrease of $159,141,000. This resulted from (i) $200,025,000 of net cash used in financing activities and (ii) $13,222,000 of net cash used in investing activities, partially offset by (iii) $54,106,000 of net cash provided by operating activities.

Net cash used in financing activities of $200,025,000 was comprised of (i) debt repayments of $500,000,000, (ii) dividends paid of $92,378,000 and (iii) debt issuance costs of $7,647,000, partially offset by (iv) proceeds from borrowings of $400,000,000.

Net cash used in investing activities of $13,222,000 was comprised of construction in progress and real estate additions of $19,785,000, partially offset by proceeds from an interest rate cap of $6,563,000.

Net cash provided by operating activities of $54,106,000 was comprised of (i) net income of $43,444,000 and (ii) adjustments for non-cash items of $58,440,000, partially offset by (iii) the net change in operating assets and liabilities of $47,778,000. The adjustments for non-cash items were comprised of (i) depreciation and amortization (including amortization of debt issuance costs) of $37,897,000, (ii) straight-lining of rents of $13,116,000, (iii) interest rate cap premium amortization of $6,483,000, (iv) amortization of deferred lease incentives of $4,897,000 and (v) stock-based compensation expense of $450,000, partially offset by (vi) $4,403,000 other non-cash adjustments.

Dividends

On February 4, 2026, our Board of Directors declared a regular quarterly dividend of $4.50 per share (an indicated annual rate of $18.00 per share). The dividend, if declared by the Board of Directors at the same rate for all of 2026, would require us to pay out approximately $92,450,000 in 2026.

Debt

Below is a summary of our outstanding debt and maturities as of December 31, 2025. We may refinance our maturing debt as it comes due or choose to repay it.

(Amounts in thousands)	Balance	Interest Rate	Maturity
731 Lexington Avenue, office condominium	$ 400,000	5.04 %	Oct. 09, 2028
Rego Park II shopping center[1][2]	175,000	5.72 %	Dec. 05, 2030
731 Lexington Avenue, retail condominium[3]	167,691	4.55 %	Dec. 23, 2035
The Alexander apartment tower	94,000	2.63 %	Nov. 01, 2027
Total	836,691		
Deferred debt issuance costs, net of accumulated amortization of $5,263	(7,240)		
Total, net	$ 829,451		

(1) Interest rate listed represents the rate in effect as of December 31, 2025 based on SOFR as of contractual reset date plus contractual spread, adjusted for hedging instruments as applicable.

(2) Interest at SOFR plus 2.00% (SOFR is capped at a rate of 4.50% through December 2026).

(3) Represents the $167,500 principal balance of the C-Note plus PIK interest of $191. The debt balances related to the A-Note and the B-Note are eliminated in consolidation. Refer to page 27 herein for further discussion.

Below is a summary of our principal and interest repayments scheduled as of December 31, 2025.

(Amounts in thousands)	Total	Less than One Year	One to Three Years	Three to Five Years	More than Five Years
Long-term debt obligations	$ 1,043,493	$ 33,117	$ 552,747	$ 194,580	$ 263,049
Total principal and interest repayments [1]	$ 1,043,493	$ 33,117	$ 552,747	$ 194,580	$ 263,049

(1) Interest on variable rate debt is computed using rates in effect as of December 31, 2025, adjusted for hedging instruments as applicable.

Liquidity and Capital Resources - continued

Capital Expenditures

Capital expenditures consist of expenditures to maintain and improve assets, tenant improvement allowances, lease incentives and leasing commissions. During 2026, we expect to spend approximately $55,000,000 of capital expenditures at our properties. We plan to fund these capital expenditures from operating cash flow, existing liquidity and/or borrowings.

Commitments and Contingencies

Insurance

We maintain general liability insurance with limits of $300,000,000 per occurrence and per property, which includes communicable disease coverage, and all-risk property and rental value insurance coverage with limits of $1.7 billion per occurrence, including coverage for acts of terrorism, with sub-limits for certain perils such as floods and earthquakes on each of our properties and excluding communicable disease coverage.

Fifty Ninth Street Insurance Company, LLC ("FNSIC"), our wholly owned consolidated subsidiary, acts as a direct insurer for coverage for acts of terrorism, including nuclear, biological, chemical and radiological ("NBCR") acts, as defined by the Terrorism Risk Insurance Act of 2002, as amended to date and which has been extended through December 2027. Coverage for acts of terrorism (including NBCR acts) is up to $1.7 billion per occurrence and in the aggregate. Coverage for acts of terrorism (excluding NBCR acts) is fully reinsured by third party insurance companies and the Federal government with no exposure to FNSIC. For NBCR acts, FNSIC is responsible for a deductible of $348,000 and 20% of the balance of a covered loss, and the Federal government is responsible for the remaining 80% of a covered loss. We are ultimately responsible for any loss incurred by FNSIC.

We continue to monitor the state of the insurance market and the scope and costs of coverage for acts of terrorism or other events. However, we cannot anticipate what coverage will be available on commercially reasonable terms in the future. We are responsible for uninsured losses and for deductibles and losses in excess of our insurance coverage, which could be material.

Our loans contain customary covenants requiring us to maintain insurance. Although we believe that we have adequate insurance coverage for purposes of these agreements, we may not be able to obtain an equivalent amount of coverage at reasonable costs in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect our ability to finance or refinance our properties.

Other

There are various legal actions brought against us from time-to-time in the ordinary course of business. In our opinion, the outcome of such pending matters in the aggregate will not have a material effect on our financial position, results of operations or cash flows.

Funds from Operations ("FFO") (non-GAAP)

FFO is computed in accordance with the definition adopted by the Board of Governors of the National Association of Real Estate Investment Trusts ("NAREIT"). NAREIT defines FFO as GAAP net income or loss adjusted to exclude net gains from sales of certain real estate assets, real estate impairment losses, depreciation and amortization expense from real estate assets and other specified items, including the pro rata share of such adjustments of unconsolidated subsidiaries. FFO and FFO per diluted share are used by management, investors and analysts to facilitate meaningful comparisons of operating performance between periods and among our peers because it excludes the effect of real estate depreciation and amortization and net gains on sales, which are based on historical costs and implicitly assume that the value of real estate diminishes predictably over time, rather than fluctuating based on existing market conditions. FFO does not represent cash generated from operating activities and is not necessarily indicative of cash available to fund cash requirements and should not be considered as an alternative to net income as a performance measure or cash flow as a liquidity measure. FFO may not be comparable to similarly titled measures employed by other companies. A reconciliation of our net income to FFO is provided below.

FFO (non-GAAP) for the years ended December 31, 2025 and 2024

FFO (non-GAAP) for the year ended December 31, 2025 was $62,995,000, or $12.27 per diluted share, compared to $77,968,000, or $15.19 per diluted share for the year ended December 31, 2024.

The following table reconciles our net income to FFO (non-GAAP):

	For the Year Ended December 31,	
(Amounts in thousands, except share and per share amounts)	**2025**	**2024**
Net income	$ 28,224	$ 43,444
Depreciation and amortization of real property	34,771	34,524
FFO (non-GAAP)	$ 62,995	$ 77,968
FFO per diluted share (non-GAAP)	$ 12.27	$ 15.19
Weighted average shares used in computing FFO per diluted share	5,135,020	5,132,418

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have exposure to fluctuations in interest rates, which are sensitive to many factors that are beyond our control. Our exposure to a change in interest rates is summarized in the table below.

	2025			2024	
(Amounts in thousands, except per share amounts)	December 31, Balance	Weighted Average Interest Rate	Effect of 1% Change in Base Rates	December 31, Balance	Weighted Average Interest Rate
Variable rate	$ 175,000	5.72%	$ 1,750	$ 202,544	5.60%
Fixed rate	661,691	4.58%	—	794,000	3.52%
	$ 836,691	4.82%	$ 1,750	$ 996,544	3.94%
Total effect on diluted earnings per share			$ 0.34		

We have an interest rate cap relating to the mortgage loan on Rego Park II shopping center with a notional amount of $175,000,000 that caps SOFR at 4.50% through December 2026.

Fair Value of Debt

The fair value of our consolidated debt is calculated by discounting the future contractual cash flows of these instruments using current risk-adjusted rates available to borrowers with similar credit ratings, which are provided by a third-party specialist. As of December 31, 2025 and 2024, the estimated fair value of our consolidated debt was $783,004,000 and $967,941,000, respectively. Our fair value estimates, which are made at the end of the reporting period, may be different from the amounts that may ultimately be realized upon the disposition of our financial instruments.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Index to Consolidated Financial Statements	Page Number
Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)	36
Consolidated Balance Sheets as of December 31, 2025 and 2024	38
Consolidated Statements of Income for the Years Ended December 31, 2025, 2024 and 2023	39
Consolidated Statements of Comprehensive Income for the Years Ended December 31, 2025, 2024 and 2023	40
Consolidated Statements of Changes in Equity for the Years Ended December 31, 2025, 2024 and 2023	41
Consolidated Statements of Cash Flows for the Years Ended December 31, 2025, 2024 and 2023	42
Notes to Consolidated Financial Statements	44

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Alexander's, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Alexander's, Inc. and subsidiaries (the "Company") as of December 31, 2025, and 2024, the related consolidated statements of income, comprehensive income, changes in equity, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and the schedule listed in the Index at Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 9, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Real Estate Impairment – Refer to Note 2 to the financial statements

Critical Audit Matter Description

The Company's real estate assets are individually evaluated for impairment when events or changes in circumstances indicate the carrying amount may not be recoverable. The Company's evaluation of the recoverability of real estate assets consists of the comparison of undiscounted future cash flows expected to be generated by each real estate asset over the Company's estimated holding period to the respective carrying amount. The Company's undiscounted future cash flow analyses require management to make significant estimates, including estimated terminal values determined using appropriate capitalization rates.

Given the Company's estimated capitalization rates used in the evaluation of impairment of real estate assets is a significant assumption made by management, performing audit procedures to evaluate the reasonableness of management's undiscounted future cash flow analyses required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's estimated capitalization rates used in the evaluation of impairment of real estate assets included the following, among others:

- We tested the effectiveness of controls over management's evaluation of the recoverability of real estate, including controls over management's determination of the reasonableness of the applicable capitalization rates.
- Inquired with management regarding their determination of the capitalization rates, and evaluated the consistency of the capitalization rates used with evidence obtained in other areas of the audit.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the Company's estimated capitalization rates by:
    - Testing the source information underlying the determination of the capitalization rates by evaluating the reasonableness of the capitalization rates used by management with independent market data, focusing on key factors, including geographical location, tenant composition, and property type.
    - Developing a range of independent estimates of capitalization rates and comparing those to the capitalization rates utilized by management.

/s/ DELOITTE & TOUCHE LLP

New York, New York
February 9, 2026

We have served as the Company's auditor since 1969.

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share and per share amounts)

	December 31,	
ASSETS	**2025**	**2024**
Real estate, at cost:		
Land	$ 32,271	$ 32,271
Buildings and leasehold improvements	1,069,350	1,046,132
Development and construction in progress	2,150	6,794
Total	1,103,771	1,085,197
Accumulated depreciation and amortization	(473,141)	(443,627)
Real estate, net	630,630	641,570
Cash and cash equivalents	128,167	338,532
Restricted cash	64,058	55,304
Tenant and other receivables	4,109	5,112
Receivable arising from the straight-lining of rents	109,078	111,750
Deferred leasing costs, net, including unamortized leasing fees to Vornado of $20,649 and $22,380, respectively	152,914	163,677
Other assets	21,752	25,350
	$ 1,110,708	$ 1,341,295
LIABILITIES AND EQUITY		
Mortgages payable, net of deferred debt issuance costs	$ 829,451	$ 988,019
Amounts due to Vornado	134	1,159
Accounts payable and accrued expenses	36,538	38,743
Lease incentive liabilities	113,618	115,118
Other liabilities	21,811	21,397
Total liabilities	1,001,552	1,164,436
Commitments and contingencies		
Preferred stock: $1.00 par value per share; authorized, 3,000,000 shares; issued and outstanding, none	—	—
Common stock: $1.00 par value per share; authorized, 10,000,000 shares; issued, 5,173,450 shares; outstanding, 5,107,290 shares	5,173	5,173
Additional capital	35,159	34,765
Retained earnings	69,201	133,402
Accumulated other comprehensive (loss) income	(9)	3,887
	109,524	177,227
Treasury stock: 66,160 shares, at cost	(368)	(368)
Total equity	109,156	176,859
	$ 1,110,708	$ 1,341,295

See notes to consolidated financial statements.

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(Amounts in thousands, except share and per share amounts)

	Year Ended December 31,		
	2025	**2024**	**2023**
REVENUES			
Rental revenues	$ 213,183	$ 226,374	$ 224,962
EXPENSES			
Operating, including fees to Vornado of $5,965, $6,581 and $6,480, respectively	(106,376)	(103,240)	(101,210)
Depreciation and amortization	(35,061)	(34,782)	(32,898)
General and administrative, including management fees to Vornado of $2,440 in each year	(6,555)	(6,519)	(6,341)
Total expenses	(147,992)	(144,541)	(140,449)
Interest and other income	14,657	24,429	22,245
Interest and debt expense	(51,624)	(62,818)	(58,297)
Net gain on sale of real estate	—	—	53,952
Net income	$ 28,224	$ 43,444	$ 102,413
Net income per common share - basic and diluted	$ 5.50	$ 8.46	$ 19.97
Weighted average shares outstanding - basic and diluted	5,135,020	5,132,418	5,129,330

See notes to consolidated financial statements.

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Amounts in thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
Net income	$ 28,224	$ 43,444	$ 102,413
Other comprehensive loss:			
Change in fair value of interest rate derivatives and other	(3,896)	(12,314)	(9,385)
Comprehensive income	$ 24,328	$ 31,130	$ 93,028

See notes to consolidated financial statements.

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(Amounts in thousands)

	Common Stock		Additional Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Equity
	Shares	Amount					
Balance, December 31, 2022	5,173	$ 5,173	$ 33,865	$ 172,243	$ 25,586	$ (368)	$ 236,499
Net income	—	—	—	102,413	—	—	102,413
Dividends paid ($18.00 per common share)	—	—	—	(92,320)	—	—	(92,320)
Change in fair value of interest rate derivatives and other	—	—	—	—	(9,385)	—	(9,385)
Deferred stock unit grants	—	—	450	—	—	—	450
Balance, December 31, 2023	5,173	5,173	34,315	182,336	16,201	(368)	237,657
Net income	—	—	—	43,444	—	—	43,444
Dividends paid ($18.00 per common share)	—	—	—	(92,378)	—	—	(92,378)
Change in fair value of interest rate derivatives	—	—	—	—	(12,314)	—	(12,314)
Deferred stock unit grants	—	—	450	—	—	—	450
Balance, December 31, 2024	5,173	5,173	34,765	133,402	3,887	(368)	176,859
Net income	—	—	—	28,224	—	—	28,224
Dividends paid ($18.00 per common share)	—	—	—	(92,425)	—	—	(92,425)
Change in fair value of interest rate derivatives	—	—	—	—	(3,896)	—	(3,896)
Deferred stock unit grants	—	—	394	—	—	—	394
Balance, December 31, 2025	5,173	$ 5,173	$ 35,159	$ 69,201	$ (9)	$ (368)	$ 109,156

See notes to consolidated financial statements.

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 28,224	$ 43,444	$ 102,413
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization, including amortization of debt issuance costs	38,145	37,897	34,467
Amortization of deferred lease incentives	7,364	4,897	138
Net gain on sale of real estate	—	—	(53,952)
Straight-lining of rents	2,672	13,116	2,631
Stock-based compensation expense	394	450	450
Interest rate cap premium amortization	600	6,483	7,770
Other non-cash adjustments	1,552	(4,403)	(1,559)
Change in operating assets and liabilities:			
Tenant and other receivables	1,003	165	(572)
Other assets	(2,860)	(149,445)	14,141
Amounts due to Vornado	(713)	98	(60)
Accounts payable and accrued expenses	(1,417)	(13,695)	3,263
Lease incentive liabilities	(1,500)	115,118	—
Other liabilities	(20)	(19)	(19)
Net cash provided by operating activities	73,444	54,106	109,111
CASH FLOWS FROM INVESTING ACTIVITIES			
Construction in progress and real estate additions	(20,787)	(19,785)	(4,681)
Proceeds from interest rate cap	—	6,563	5,049
Proceeds from maturities of U.S. Treasury bills	—	—	264,881
Proceeds from sale of real estate	—	—	67,821
Purchase of interest rate cap	—	—	(11,258)
Net cash (used in) provided by investing activities	(20,787)	(13,222)	321,812
CASH FLOWS FROM FINANCING ACTIVITIES			
Dividends paid	(92,425)	(92,378)	(92,320)
Debt issuance costs	(1,799)	(7,647)	(104)
Debt repayments	(335,044)	(500,000)	—
Proceeds from borrowings	175,000	400,000	—
Net cash used in financing activities	(254,268)	(200,025)	(92,424)
Net (decrease) increase in cash and cash equivalents and restricted cash	(201,611)	(159,141)	338,499
Cash and cash equivalents and restricted cash at beginning of year	393,836	552,977	214,478
Cash and cash equivalents and restricted cash at end of year	$ 192,225	$ 393,836	$ 552,977
RECONCILIATION OF CASH AND CASH EQUIVALENTS AND RESTRICTED CASH			
Cash and cash equivalents at beginning of year	$ 338,532	$ 531,855	$ 194,933
Restricted cash at beginning of year	55,304	21,122	19,545
Cash and cash equivalents and restricted cash at beginning of year	$ 393,836	$ 552,977	$ 214,478
Cash and cash equivalents at end of year	$ 128,167	$ 338,532	$ 531,855
Restricted cash at end of year	64,058	55,304	21,122
Cash and cash equivalents and restricted cash at end of year	$ 192,225	$ 393,836	$ 552,977

See notes to consolidated financial statements.

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED
(Amounts in thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION			
Cash payments for interest	$ 48,192	$ 59,685	$ 53,975
NON-CASH TRANSACTIONS			
Write-off of fully depreciated assets	$ 1,113	$ 2,242	$ 8,097
Liability for real estate additions, including $34 and $346 in 2025 and 2024, respectively, for development fees due to Vornado	1,903	3,003	1,969

See notes to consolidated financial statements.

1. ORGANIZATION

Alexander's, Inc. (NYSE: ALX) is a real estate investment trust ("REIT"), incorporated in Delaware, engaged in leasing, managing, developing and redeveloping its properties. All references to "we," "us," "our," "Company" and "Alexander's" refer to Alexander's, Inc. and its consolidated subsidiaries. We are managed by, and our properties are leased and developed by, Vornado Realty Trust ("Vornado") (NYSE: VNO).

We have five properties in New York City consisting of:

- 731 Lexington Avenue, a 1,080,000 square foot multi-use building, comprising the entire block bounded by Lexington Avenue, East 59th Street, Third Avenue and East 58th Street in Manhattan. The building contains 952,000 and 128,000 of rentable square feet of office and retail space, respectively. Bloomberg L.P. ("Bloomberg") occupies all of the office space. The Home Depot (83,000 square feet) was the principal retail tenant at the property until its lease expired on January 31, 2025;

- Rego Park II, a 606,000 square foot shopping center, is located on Junction Boulevard in Queens. The center is anchored by a 145,000 square foot Costco and a 133,000 square foot Kohl's. The center also includes a 60,000 square foot Burlington, a 47,000 square foot Best Buy, and a 40,000 square foot Marshalls. Kohl's' store is currently closed but the tenant remains obligated under its lease which expires in January 2031;

- Flushing, a 167,000 square foot building, located on Roosevelt Avenue and Main Street in Queens, that is subleased to New World Mall LLC. The property is ground leased through January 2037;

- Rego Park I, a 338,000 square foot shopping center, is located adjacent to our Rego Park II shopping center. The property is now vacant since the relocation of Burlington and Marshalls to Rego Park II in 2025. We are currently exploring sale opportunities for the property and are in advanced negotiations with a potential buyer; and

- The Alexander apartment tower, located above our Rego Park II shopping center, contains 312 units aggregating 255,000 square feet.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation – The accompanying consolidated financial statements include our accounts and those of our consolidated subsidiaries. All intercompany amounts have been eliminated. Our consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"), which requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Certain prior year balances have been reclassified in order to conform to the current period presentation.

Recently Issued Accounting Literature

In December 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"). ASU 2023-09 requires entities to disclose additional information with respect to the effective tax rate reconciliation and to disclose the disaggregation by jurisdiction of income tax expense and income taxes paid. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. We adopted this update effective December 15, 2025. The adoption of ASU 2023-09 did not have a material impact on our disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses* ("ASU 2024-03"), and in January 2025, the FASB issued ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date* ("ASU 2025-01"). ASU 2024-03 requires additional disclosure of the nature of expenses included in the income statement as well as disclosures about specific types of expenses included in the expense captions presented in the income statement. ASU 2024-03, as clarified by ASU 2025-01, is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. We are currently evaluating the impact of these standards on our consolidated financial statements.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Real Estate – Real estate is carried at cost, net of accumulated depreciation and amortization. As of December 31, 2025 and 2024, the carrying amount of our real estate, net of accumulated depreciation and amortization, was $630,630,000 and $641,570,000, respectively. Maintenance and repairs are generally expensed as incurred. Depreciation requires an estimate by management of the useful life of each property and improvement as well as an allocation of the costs associated with a property to its various components. We capitalize all property operating expenses directly associated with and attributable to, the development and construction of a project, including interest expense. The capitalization period begins when development activities are underway and ends when it is determined that the asset is substantially complete and ready for its intended use, which is typically evidenced by the receipt of a temporary certificate of occupancy. General and administrative costs are expensed as incurred.

Our properties are individually reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. An impairment exists when the carrying amount of an asset exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset, including an estimated terminal value calculated using an appropriate capitalization rate. Estimates of future cash flows are based on our current plans, intended holding periods and available market information at the time the analyses are prepared. For development properties, estimates of future cash flows also include all future expenditures necessary to develop the asset, including interest payments that will be capitalized as part of the cost of the asset. An impairment loss is recognized only if the carrying amount of the asset is not recoverable and is measured based on the excess of the property's carrying amount over its estimated fair value. If our estimates of future cash flows, anticipated holding periods, or fair values change, based on market conditions or otherwise, our evaluation of impairment charges may be different and such differences could be material to our consolidated financial statements. Estimates of future cash flows are subjective and are based, in part, on assumptions regarding future occupancy, rental rates and capital requirements that could differ materially from actual results. Plans to hold properties over longer periods decrease the likelihood of recording impairment losses.

Revenue Recognition – Rental revenues include revenues from the leasing of space at our properties to tenants, tenant services and parking garage revenues. We have the following revenue recognition policies:

- Revenues from the leasing of space at our properties to tenants include (i) lease components, including fixed and variable lease payments, and nonlease components which include reimbursement of common area maintenance expenses, and (ii) reimbursement of real estate taxes and insurance expenses. As lessor, we have elected to combine the lease and nonlease components of our operating lease agreements and account for the components as a single lease component in accordance with ASC Topic 842, *Leases* ("ASC 842").
    - Revenues from fixed lease payments for operating leases are recognized on a straight-line basis over the non-cancelable term of the lease, together with renewal options that are reasonably certain of being exercised. We commence revenue recognition when the tenant takes possession of the leased space and the leased space is substantially ready for its intended use.
    - Revenues derived from the reimbursement of real estate taxes, insurance expenses and common area maintenance expenses are generally recognized in the same period as the related expenses are incurred.
- Revenues derived from sub-metered electric, elevator, trash removal and other services provided to our tenants at their request are recognized as the services are transferred in accordance with ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606").
- Revenues derived from the operations of our parking facilities, which charge hourly or monthly fees to provide parking services to customers, are recognized as the services are transferred in accordance with ASC 606.

We evaluate on an individual lease basis whether it is probable that we will collect substantially all amounts due from our tenants and recognize changes in the collectability assessment of our operating leases as adjustments to rental revenue. Management exercises judgment in assessing collectability of tenant receivables and considers payment history, current credit status and publicly available information about the financial condition of the tenant, and other factors. Tenant receivables, including receivables arising from the straight-lining of rents, are written off when management deems that the collectability of substantially all future lease payments from a specific lease is not probable of collection, at which point, the Company will limit future rental revenues to cash received.

Cash and Cash Equivalents – Cash and cash equivalents consist of highly liquid investments with original maturities of three months or less when purchased and are carried at cost, which approximates fair value, due to their short-term maturities. The majority of our cash and cash equivalents consist of (i) deposits at major commercial banks, which may at times exceed the Federal Deposit Insurance Corporation limit and (ii) money market funds, which invest in U.S. Treasury bills. To date we have not experienced any losses on our invested cash.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Restricted Cash – Restricted cash primarily consists of cash escrowed under loan and interest rate derivative agreements, including for debt service, real estate taxes, property insurance, leasing costs and capital improvements, and security deposits.

Deferred Charges – Direct financing costs are deferred and amortized on a straight-line basis, which approximates the effective interest rate method, over the terms of the related agreements as a component of interest and debt expense. Direct and incremental costs related to successful leasing activities are capitalized and amortized on a straight-line basis over the terms of the related leases.

Income Taxes – We operate in a manner intended to enable us to continue to qualify as a REIT under Sections 856 – 860 of the Internal Revenue Code of 1986, as amended (the "Code"). In order to maintain our qualification as a REIT under the Code, we must distribute at least 90% of our taxable income to stockholders each year. We distribute to our stockholders 100% of our taxable income and therefore, no provision for Federal income taxes is required. Dividends distributed for the year ended December 31, 2025 were characterized, for federal income tax purposes, as 48.3% ordinary income and 51.7% of long-term capital gain income. Dividends distributed for the year ended December 31, 2024 were characterized, for federal income tax purposes, as 100.0% ordinary income. Dividends distributed for the year ended December 31, 2023 were characterized, for federal income tax purposes, as 41.5% ordinary income and 58.5% of long-term capital gain income.

The estimated taxable income attributable to our common stockholders (unaudited) for the years ended December 31, 2025, 2024 and 2023 was approximately $88,726,000, $65,493,000, and $98,555,000 respectively. The book to tax differences between net income and estimated taxable income primarily result from differences in the income recognition or deductibility of depreciation and amortization, gains or losses from the sale of real estate and other capital transactions, straight-line rent adjustments, the change in fair value of marketable securities and income from discontinued operations.

As of December 31, 2025, the net basis of our assets and liabilities for tax reporting purposes was approximately $125,793,000 lower than the amount reported for financial statement purposes.

3. REVENUE RECOGNITION

The following is a summary of revenue sources for the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
(Amounts in thousands)	**2025**	**2024**	**2023**
Lease revenues	$ 204,181	$ 217,656	$ 216,468
Parking revenue	4,941	4,751	4,456
Tenant services	4,061	3,967	4,038
Rental revenues	$ 213,183	$ 226,374	$ 224,962

The components of lease revenues for the years ended December 31, 2025, 2024 and 2023 are as follows:

	Year Ended December 31,		
(Amounts in thousands)	**2025**	**2024**	**2023**
Fixed lease revenues	$ 136,521	$ 147,903	$ 147,569
Variable lease revenues	67,660	69,753	68,899
Lease revenues	$ 204,181	$ 217,656	$ 216,468

4. RELATED PARTY TRANSACTIONS

Vornado

As of December 31, 2025, Vornado owned 32.4% of our outstanding common stock. We are managed by, and our properties are leased and developed by, Vornado, pursuant to the agreements described below, which expire in March of each year and are automatically renewable.

Steven Roth is the Chairman of our Board of Directors and Chief Executive Officer, the Managing General Partner of Interstate Properties ("Interstate"), a New Jersey general partnership, and the Chairman of the Board of Trustees and Chief Executive Officer of Vornado. As of December 31, 2025, Mr. Roth, Interstate and its other two general partners, David Mandelbaum and Russell B. Wight, Jr. (who are also directors of the Company and trustees of Vornado) owned, in the aggregate, 26.0% of our outstanding common stock, in addition to the 2.3% they indirectly own through Vornado.

Management and Development Agreements

We pay Vornado an annual management fee equal to the sum of (i) $2,800,000, (ii) 2% of gross revenue from the Rego Park II shopping center, (iii) $0.50 per square foot of the tenant-occupied office and retail space at 731 Lexington Avenue, and (iv) $387,000, escalating at 3% per annum, for managing the common area of 731 Lexington Avenue. Vornado is also entitled to a development fee equal to 6% of development costs, as defined.

Leasing and Other Agreements

Vornado also provides us with leasing services for a fee of 3% of rent for the first ten years of a lease term, 2% of rent for the eleventh through the twentieth year of a lease term, and 1% of rent for the twenty-first through thirtieth year of a lease term, subject to the payment of rents by tenants. Under the agreements in effect prior to May 1, 2024, in the event third-party real estate brokers were used, the fees to Vornado increased by 1% and Vornado was responsible for the fees to the third-party real estate brokers ("Third-Party Lease Commissions"). On May 1, 2024, our Board of Directors approved amendments to the leasing agreements, subject to applicable lender consents, pursuant to which the Company is responsible for any Third-Party Lease Commissions and, in such circumstances, Vornado's fee is one-third of the applicable Third-Party Lease Commission.

Vornado is also entitled to a commission upon the sale of any of our assets equal to 3% of gross proceeds, as defined, for asset sales less than $50,000,000 and 1% of gross proceeds, as defined, for asset sales of $50,000,000 or more.

We also have agreements with Building Maintenance Services LLC, a wholly owned subsidiary of Vornado, to supervise (i) cleaning, engineering and security services at our 731 Lexington Avenue property and (ii) security services at our Rego Park I and Rego Park II properties and The Alexander apartment tower. In addition, we have an agreement with a wholly owned subsidiary of Vornado to manage the parking garages at our Rego Park I and Rego Park II properties.

The following is a summary of fees earned by Vornado under the various agreements discussed above.

	Year Ended December 31,		
(Amounts in thousands)	2025	2024	2023
Company management fees	$ 2,800	$ 2,800	$ 2,800
Development fees	842	472	—
Leasing fees	697	6,084	1,213
Commission on sale of real estate	—	—	711
Property management, cleaning, engineering, parking and security fees	5,438	6,053	6,005
	$ 9,777	$ 15,409	$ 10,729

As of December 31, 2025, the amounts due to Vornado were $100,000 for leasing fees and $34,000 for development fees. As of December 31, 2024, the amounts due to Vornado were $642,000 for management, property management, cleaning, engineering and security fees, $346,000 for development fees and $171,000 for leasing fees.

5. MORTGAGES PAYABLE

On December 5, 2025, we completed a $175,000,000 refinancing of the mortgage loan on our Rego Park II shopping center. The interest-only loan is at SOFR plus 2.00% (5.72% as of December 31, 2025) and matures on December 5, 2030. We paid down by $23,544,000 the previous $198,544,000 loan that bore interest at SOFR plus 1.45% and was scheduled to mature on December 12, 2025.

On December 23, 2025, we entered into an agreement to restructure the $300,000,000 mortgage loan on the retail condominium portion of 731 Lexington Avenue, which previously bore interest at SOFR plus 1.51%. The restructured loan was split into (i) a $132,500,000 senior A-Note that was purchased by a wholly owned subsidiary of Alexander's, which bears interest at a fixed rate of 7.00% and (ii) a $167,500,000 junior C-Note held by the lenders of the original loan, which accrues PIK interest at 4.55%. In addition, Alexander's has the right to fund operating shortfalls, interest on the A-Note and capital for re-leasing at the property through a B-Note, which will be junior to the A-Note and senior to the C-Note. The B-Note bears interest at a fixed rate of 13.50%, except for loan amounts above $65,000,000 used to pay interest on the A-Note, which will bear interest at a fixed rate of 7.00%. The restructured loan matures in December 2035.

All future net sales or refinancing proceeds will be distributed through the payment waterfall per the terms of the restructured loan agreement. If such proceeds (or appraised value in such refinancing) are insufficient to cover the C-Note loan balance, any outstanding C-Note indebtedness that remains unpaid shall be forgiven.

The loan restructuring qualifies as a troubled debt restructuring under GAAP. As such, we expensed $607,000 of direct costs incurred in connection with the loan restructuring which is included in "Interest and debt expense" on the consolidated statements of income for the year ended December 31, 2025. Since the debt balances related to the A-Note and B-Note are eliminated in consolidation, the balance presented as mortgages payable for this loan on our consolidated balance sheet as of December 31, 2025 is $167,691,000, which is comprised of the principal balance of the C-Note and the PIK interest due upon maturity.

The following is a summary of our outstanding mortgages payable. We may refinance our maturing debt as it comes due or choose to repay it.

(Amounts in thousands)	Maturity	Interest Rate at December 31, 2025	Balance as of December 31, 2025	Balance as of December 31, 2024
731 Lexington Avenue, office condominium	Oct. 09, 2028	5.04%	$ 400,000	$ 400,000
Rego Park II shopping center[1][2]	Dec. 05, 2030	5.72%	175,000	202,544
731 Lexington Avenue, retail condominium[3]	Dec. 23, 2035	4.55%	167,691	300,000
The Alexander apartment tower	Nov. 01, 2027	2.63%	94,000	94,000
Total			836,691	996,544
Deferred debt issuance costs, net of accumulated amortization of $5,263 and $7,381, respectively			(7,240)	(8,525)
			$ 829,451	$ 988,019

(1) Interest rate listed represents the rate in effect as of December 31, 2025 based on SOFR as of contractual reset date plus contractual spread, adjusted for hedging instruments as applicable.

(2) Interest at SOFR plus 2.00% (SOFR is capped at a rate of 4.50% through December 2026).

(3) Includes PIK interest of $191 as of December 31, 2025.

The net carrying value of real estate collateralizing the debt amounted to $578,973,000 as of December 31, 2025. Our existing financing documents contain covenants that limit our ability to incur additional indebtedness on these properties, and in certain circumstances, provide for lender approval of tenants' leases and yield maintenance to prepay them. As of December 31, 2025, the principal repayments (based on the extended loan maturity dates) for the next five years and thereafter are as follows:

(Amounts in thousands)

Year Ending December 31,	Amount
2026	$ —
2027	94,000
2028	400,000
2029	—
2030	175,000
Thereafter	167,691

6. FAIR VALUE MEASUREMENTS

ASC Topic 820, *Fair Value Measurement* ("ASC 820") defines fair value and establishes a framework for measuring fair value. ASC 820 establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three levels: Level 1 – quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities that are highly liquid and are actively traded in secondary markets; Level 2 – observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and Level 3 – unobservable inputs that are used when little or no market data is available. The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. In determining fair value, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as consider counterparty credit risk in our assessment of fair value.

Financial Assets and Liabilities Measured at Fair Value

Financial assets measured at fair value on our consolidated balance sheet as of December 31, 2025 consist of an interest rate cap, which is presented in the table below based on its level in the fair value hierarchy. There were no financial liabilities measured at fair value as of December 31, 2025.

	As of December 31, 2025			
(Amounts in thousands)	Total	Level 1	Level 2	Level 3
Interest rate cap (included in other assets)	$ 3	$ —	$ 3	$ —

Financial assets measured at fair value on our consolidated balance sheet as of December 31, 2024 consist of interest rate derivatives, which are presented in the table below based on their level in the fair value hierarchy. There were no financial liabilities measured at fair value as of December 31, 2024.

	As of December 31, 2024			
(Amounts in thousands)	Total	Level 1	Level 2	Level 3
Interest rate derivatives (included in other assets)	$ 4,487	$ —	$ 4,487	$ —

Interest Rate Derivatives

We recognize the fair value of all interest rate derivatives in "other assets" or "other liabilities" on our consolidated balance sheets and since all of our interest rate derivatives have been designated as cash flow hedges, changes in the fair value are recognized in other comprehensive income. The table below summarizes our interest rate derivatives, all of which hedge the interest rate risk attributable to the variable rate debt noted as of December 31, 2025 and 2024, respectively.

	Fair Value as of December 31,		As of December 31, 2025		
(Amounts in thousands)	2025	2024	Notional Amount	Swapped Rate	Expiration Date
Interest rate swap related to:					
731 Lexington Avenue mortgage loan, retail condominium	$ —	$ 4,117	N/A	N/A	N/A
Interest rate caps related to:					
Rego Park II shopping center mortgage loan	3	370	175,000	(1)	12/26
Included in other assets	$ 3	$ 4,487			

(1) SOFR cap strike rate of 4.50%.

6. FAIR VALUE MEASUREMENTS - continued

Financial Assets and Liabilities not Measured at Fair Value

Financial assets and liabilities that are not measured at fair value on our consolidated balance sheets include cash equivalents and mortgages payable. Cash equivalents are carried at cost, which approximates fair value due to their short-term maturities and are classified as Level 1. The fair value of our mortgages payable is calculated by discounting the future contractual cash flows of these instruments using current risk-adjusted rates available to borrowers with similar credit ratings, which are provided by a third-party specialist, and is classified as Level 2. The table below summarizes the carrying amount and fair value of these financial instruments as of December 31, 2025 and 2024.

	As of December 31, 2025		As of December 31, 2024	
(Amounts in thousands)	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets:				
Cash equivalents	$ 94,978	$ 94,978	$ 61,889	$ 61,889
Liabilities:				
Mortgages payable (excluding deferred debt issuance costs, net)	$ 836,691	$ 783,004	$ 996,544	$ 967,941

7. LEASES

As Lessor

We lease space to tenants under operating leases in an office building and in retail centers. The rental terms range from approximately 5 to 25 years. The leases provide for the payment of fixed base rents payable monthly in advance as well as reimbursements of real estate taxes, insurance and maintenance costs. Retail leases may also provide for the payment by the lessee of additional rents based on a percentage of their sales. We also lease residential space at The Alexander apartment tower which generally have a 1 or 2 year lease terms.

Future undiscounted cash flows under our contractual non-cancelable operating leases are as follows:

(Amounts in thousands)	As of December 31, 2025
For the year ending December 31,	
2026	$ 136,291
2027	129,760
2028	137,236
2029	52,793
2030	126,724
Thereafter	1,065,582

These amounts do not include reimbursements or additional rents based on a percentage of retail tenants' sales.

Bloomberg accounted for revenue of $129,317,000, $125,349,000 and $120,351,000 in the years ended December 31, 2025, 2024 and 2023, respectively, representing approximately 61%, 55% and 54% of our rental revenues in each year, respectively. No other tenant accounted for more than 10% of our rental revenues. If we were to lose Bloomberg as a tenant, or if Bloomberg were to be unable to fulfill its obligations under its lease, it would adversely affect our results of operations and financial condition. In order to assist us in our continuing assessment of Bloomberg's creditworthiness, we receive certain confidential financial information and metrics from Bloomberg. In addition, we access and evaluate financial information regarding Bloomberg from other private sources, as well as publicly available data.

In May 2024, Alexander's and Bloomberg entered into an agreement to extend the leases covering approximately 947,000 square feet at our 731 Lexington Avenue property that were scheduled to expire in February 2029 for a term of eleven years to February 2040. Upon execution of this lease extension, we paid a $32,000,000 leasing commission, of which $26,500,000 was to a third-party broker and $5,500,000 was to Vornado.

In connection with the lease extension, Bloomberg is entitled to a $113,618,000 tenant fund which is accounted for as a lease incentive under GAAP. Accordingly, during the second quarter of 2024, we recorded a deferred lease incentive asset of $113,618,000, which is amortized as a reduction to rental revenues over the remaining term of the lease, and a corresponding liability. These amounts are included in "Deferred leasing costs, net" and "Lease incentive liabilities," on our consolidated balance sheet as of December 31, 2025.

7. LEASES - continued

On December 3, 2022, IKEA closed its 112,000 square foot store at our Rego Park I property under a lease that was set to expire in December 2030. The lease included a right to terminate effective no earlier than March 16, 2026, subject to payment of rent through the termination date and an additional termination payment equal to the lesser of $10,000,000 or the amount of rent due under the remaining term. On September 27, 2023, we entered into a lease modification agreement with IKEA which accelerated its lease termination date to April 1, 2024. In the fourth quarter of 2023 and the first quarter of 2024, IKEA paid its remaining rent obligation through March 16, 2026 and the $10,000,000 termination payment.

As Lessee

We are the lessee under a ground lease at our Flushing property, classified as an operating lease, which expires in 2037. In January 2022, New World Mall LLC, the subtenant at the property, exercised its one remaining ten-year extension option through January 2037. As a result of the subtenant exercising its extension option, we were required by GAAP to remeasure our ground lease liability based upon an estimate of lease payments to be made during the ten-year extension period of our ground lease resulting in an incremental right-of-use asset and lease liability of approximately $16,000,000. The discount rate applied in the remeasurement of the lease liability was based on the incremental borrowing rate ("IBR") of 5.86% at the time of the remeasurement. We considered the general economic environment and factored in various Company specific adjustments to arrive at the IBR. As of December 31, 2025, the remaining right-of-use asset of $15,644,000 and lease liability of $21,295,000, are included in "other assets" and "other liabilities," respectively, on our consolidated balance sheet.

Future lease payments under this operating lease, including our estimated payments during the extension period, are as follows:

(Amounts in thousands)	As of December 31, 2025
For the year ending December 31,	
2026	$ 800
2027	2,707
2028	2,880
2029	2,880
2030	2,880
Thereafter	17,520
Total undiscounted cash flows	29,667
Present value discount	(8,372)
Lease liability as of December 31, 2025	$ 21,295

We recognize rent expense as a component of "operating" expenses on our consolidated statements of income on a straight-line basis. Rent expense was $2,161,000 in each of the years ended December 31, 2025, 2024 and 2023, respectively. Cash paid for rent expense was $800,000 in each of the years ended December 31, 2025, 2024 and 2023, respectively.

8. STOCK-BASED COMPENSATION

We account for stock-based compensation in accordance with ASC Topic 718, *Compensation – Stock Compensation* ("ASC 718"). Our 2016 Omnibus Stock Plan (the "Plan") provides for grants of incentive and non-qualified stock options, restricted stock, stock appreciation rights, deferred stock units ("DSUs") and performance shares, as defined, to the directors, officers and employees of the Company and Vornado.

In May 2025, we granted each of the members of our Board of Directors 346 DSUs with a market value of $75,000 per grant. The grant date fair value of these awards was $56,250 per grant, or $394,000 in the aggregate, in accordance with ASC 718. The DSUs entitle the holders to receive shares of the Company's common stock without the payment of any consideration. The DSUs vested immediately and accordingly, were expensed on the date of grant, but the shares of common stock underlying the DSUs are not deliverable to the grantee until the grantee is no longer serving on the Company's Board of Directors or until a later date selected by the grantee. As of December 31, 2025, there were 28,666 DSUs outstanding and 477,121 shares were available for future grant under the Plan.

9. COMMITMENTS AND CONTINGENCIES

Insurance

We maintain general liability insurance with limits of $300,000,000 per occurrence and per property, which includes communicable disease coverage, and all-risk property and rental value insurance coverage with limits of $1.7 billion per occurrence, including coverage for acts of terrorism, with sub-limits for certain perils such as floods and earthquakes on each of our properties and excluding communicable disease coverage.

Fifty Ninth Street Insurance Company, LLC ("FNSIC"), our wholly owned consolidated subsidiary, acts as a direct insurer for coverage for acts of terrorism, including nuclear, biological, chemical and radiological ("NBCR") acts, as defined by the Terrorism Risk Insurance Act of 2002, as amended to date and which has been extended through December 2027. Coverage for acts of terrorism (including NBCR acts) is up to $1.7 billion per occurrence and in the aggregate. Coverage for acts of terrorism (excluding NBCR acts) is fully reinsured by third party insurance companies and the Federal government with no exposure to FNSIC. For NBCR acts, FNSIC is responsible for a deductible of $348,000 and 20% of the balance of a covered loss, and the Federal government is responsible for the remaining 80% of a covered loss. We are ultimately responsible for any loss incurred by FNSIC.

We continue to monitor the state of the insurance market and the scope and costs of coverage for acts of terrorism or other events. However, we cannot anticipate what coverage will be available on commercially reasonable terms in the future. We are responsible for uninsured losses and for deductibles and losses in excess of our insurance coverage, which could be material.

Our loans contain customary covenants requiring us to maintain insurance. Although we believe that we have adequate insurance coverage for purposes of these agreements, we may not be able to obtain an equivalent amount of coverage at reasonable costs in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect our ability to finance or refinance our properties.

Other

There are various legal actions brought against us from time-to-time in the ordinary course of business. In our opinion, the outcome of such pending matters in the aggregate will not have a material effect on our financial position, results of operations or cash flows.

10. MULTIEMPLOYER BENEFIT PLANS

Our subsidiaries make contributions to certain multiemployer defined benefit plans ("Multiemployer Pension Plans") and health plans ("Multiemployer Health Plans") for our union represented employees, pursuant to the respective collective bargaining agreements.

Multiemployer Pension Plans

Multiemployer Pension Plans differ from single-employer pension plans in that (i) contributions to multiemployer plans may be used to provide benefits to employees of other participating employers and (ii) if other participating employers fail to make their contributions, each of our subsidiaries may be required to bear their pro rata share of unfunded obligations. If a participating subsidiary withdraws from a plan in which it participates, it may be subject to a withdrawal liability. As of December 31, 2025, our subsidiaries' participation in these plans were not significant to our consolidated financial statements.

In the years ended December 31, 2025, 2024 and 2023 our subsidiaries contributed $276,000, $267,000 and $215,000, respectively, towards Multiemployer Pension Plans. Our subsidiaries' contributions did not represent more than 5% of total employer contributions in any of these plans for the years ended December 31, 2025, 2024 and 2023.

Multiemployer Health Plans

Multiemployer Health Plans in which our subsidiaries participate provide health benefits to eligible active and retired employees. In the years ended December 31, 2025, 2024 and 2023 our subsidiaries contributed $1,213,000, $1,085,000 and $1,005,000, respectively, towards these plans.

11. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted income per share, including a reconciliation of net income and the number of shares used in computing basic and diluted income per share. Basic income per share is determined using the weighted average shares of common stock (including DSUs) outstanding during the period. Diluted income per share is determined using the weighted average shares of common stock (including DSUs) outstanding during the period, and assumes all potentially dilutive securities were converted into common shares at the earliest date possible. There were no potentially dilutive securities outstanding during the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
(Amounts in thousands, except share and per share amounts)	2025	2024	2023
Net income	$ 28,224	$ 43,444	$ 102,413
Weighted average shares outstanding – basic and diluted	5,135,020	5,132,418	5,129,330
Net income per common share – basic and diluted	$ 5.50	$ 8.46	$ 19.97

12. SEGMENT INFORMATION

We have determined that our properties, which are considered our operating segments, have similar economic characteristics and meet the criteria that permit these operating segments to be aggregated into one reportable segment (the leasing, management, development and redevelopment of properties in New York City). Net operating income ("NOI") represents total revenues less operating expenses. The Company's chief operating decision maker ("CODM") is its Chief Executive Officer, who considers NOI to be the financial measure of segment profit and loss for making decisions on how to allocate resources and assessing the performance of the segment. Asset information by segment is not reported as the CODM does not use this measure to assess segment performance or to make resource allocation decisions.

Below is a summary of financial information for the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
(Amounts in thousands)	2025	2024	2023
Rental revenues	$ 213,183	$ 226,374	$ 224,962
Real estate tax expense	(61,665)	(59,256)	(57,722)
Other segment expenses [1]	(44,711)	(43,984)	(43,488)
Total operating expenses	(106,376)	(103,240)	(101,210)
NOI	$ 106,807	$ 123,134	$ 123,752

(1) Includes various expenses associated with operating our properties including but not limited to ground rent, insurance, repairs and maintenance and utilities.

Below is a reconciliation of NOI to net income for the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
(Amounts in thousands)	2025	2024	2023
NOI	$ 106,807	$ 123,134	$ 123,752
Net gain on sale of real estate	—	—	53,952
Interest and debt expense	(51,624)	(62,818)	(58,297)
Interest and other income	14,657	24,429	22,245
General and administrative	(6,555)	(6,519)	(6,341)
Depreciation and amortization	(35,061)	(34,782)	(32,898)
Net income	$ 28,224	$ 43,444	$ 102,413

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures – Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this Annual Report on Form 10-K. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, our disclosure controls and procedures are effective.

Internal Control Over Financial Reporting – There have not been any changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended) during the fourth quarter of the fiscal year to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Alexander's, Inc., together with its consolidated subsidiaries (the "Company"), is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control over financial reporting is a process designed under the supervision of the Company's principal executive and principal financial officers to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Company's financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States of America.

As of December 31, 2025, management conducted an assessment of the effectiveness of the Company's internal control over financial reporting based on the framework established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management has determined that the Company's internal control over financial reporting as of December 31, 2025 is effective.

The Company's internal control over financial reporting includes policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of assets; provide reasonable assurances that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures are being made only in accordance with authorizations of management and the directors of the Company; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the Company's financial statements.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2025 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing on the following page of this Annual Report on Form 10-K, which expresses an unqualified opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2025.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Alexander's, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Alexander's, Inc. and subsidiaries (the "Company") as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2025, of the Company and our report dated February 9, 2026, expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

New York, New York
February 9, 2026

ITEM 9B. OTHER INFORMATION

During the three months ended December 31, 2025, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act) adopted, terminated, or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in item 408 of Regulation S-K of the Securities Act of 1933, as amended).

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information relating to our directors, including our audit committee and audit committee financial expert, will be contained in a definitive Proxy Statement involving the election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended. We will file the Proxy Statement with the Securities and Exchange Commission no later than 120 days after December 31, 2025. Such information is incorporated by reference herein. Also incorporated herein by reference is the information under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" of the Proxy Statement.

Executive Officers of the Registrant

The following is a list of the names, ages, principal occupations and positions with us of our executive officers and the positions held by such officers during the past five years.

Name	Age	PRINCIPAL OCCUPATION, POSITION AND OFFICE (Current and during past five years with the Company unless otherwise stated)
Steven Roth	84	Chairman of the Board since May 2004 and Chief Executive Officer since March 1995; Chairman of the Board of Vornado Realty Trust since May 1989; Chief Executive Officer of Vornado Realty Trust since April 2013 and from May 1989 to May 2009; a Trustee of Vornado Realty Trust since 1979; and Managing General Partner of Interstate Properties.
Gary Hansen	48	Chief Financial Officer since November 2021; Senior Vice President & Controller from January 2018 to October 2021; and Vice President & Controller from May 2015 to December 2017.

We have adopted an insider trading policy (the "Insider Trading Policy"), which applies to all employees and prohibits trading in the Company's securities by persons associated with the Company that may possess material nonpublic information relating to the Company. A copy of the Insider Trading Policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

We have a code of business conduct and ethics that applies to, among others, our Chief Executive Officer and Chief Financial Officer. The code is posted on our website at www.alx-inc.com. We intend to satisfy our disclosure obligation regarding amendments and waivers of this code applicable to our Chief Executive Officer and Chief Financial Officer by posting such information on our website.

ITEM 11. EXECUTIVE COMPENSATION

Information relating to executive compensation will be contained in the Proxy Statement referred to in "Item 10. Directors, Executive Officers and Corporate Governance" of this Annual Report on Form 10-K. Such information is incorporated by reference herein.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS

Information relating to security ownership of certain beneficial owners and management and related stockholder matters, except as set forth below, will be contained in the Proxy Statement referred to in "Item 10. Directors, Executive Officers and Corporate Governance" of this Annual Report on Form 10-K. Such information is incorporated by reference herein.

Equity Compensation Plan Information

The following table provides information as of December 31, 2025, regarding our equity compensation.

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	28,666	—	477,121
Equity compensation plans not approved by security holders	N/A	N/A	N/A
Total	28,666	$ —	477,121

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information relating to certain relationships and related transactions and director independence will be contained in the Proxy Statement referred to in "Item 10. Directors, Executive Officers and Corporate Governance" of this Annual Report on Form 10-K. Such information is incorporated by reference herein.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information relating to principal accountant fees and services will be contained in the Proxy Statement referred to in "Item 10. Directors, Executive Officers and Corporate Governance" of this Annual Report on Form 10-K. Such information is incorporated by reference herein.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Annual Report on Form 10-K.

1. The consolidated financial statements are set forth in Item 8 of this Annual Report on Form 10-K.

2. The following financial statement schedule should be read in conjunction with the financial statements included in Item 8 of this Annual Report on Form 10-K.

	Pages in this Annual Report on Form 10-K
Schedule III – Real Estate and Accumulated Depreciation as of December 31, 2025, 2024 and 2023	60-61

All other financial statement schedules are omitted because they are not applicable, not required, or the information is included elsewhere in the consolidated financial statements or the notes thereto.

ALEXANDER'S, INC. AND SUBSIDIARIES
SCHEDULE III
REAL ESTATE AND ACCUMULATED DEPRECIATION

December 31, 2025
(Amounts in thousands)

COLUMN A	COLUMN B	COLUMN C		COLUMN D	COLUMN E				COLUMN F	COLUMN G	COLUMN H	COLUMN I
		Initial Cost to Company[1]			Gross Amount at Which Carried at Close of Period							
Description	Encumbrances[2]	Land	Buildings and Leasehold Improvements	Costs Capitalized Subsequent to Acquisition	Land	Buildings and Leasehold Improvements	Development and Construction In Progress	Total[3]	Accumulated Depreciation and Amortization	Date of Construction	Date Acquired[1]	Life on which Depreciation in Latest Income Statement is Computed
Rego Park I	$ —	$ 1,647	$ 8,953	$ 92,735	$ 1,647	$ 99,538	$ 2,150	$ 103,335	$ 51,777	1959	1992	3-39 years
Rego Park II	175,000	3,127	1,467	420,795	3,127	422,262	—	425,389	159,224	2009	1992	3-40 years
The Alexander apartment tower	94,000	—	—	115,501	—	115,501	—	115,501	33,557	2016	1992	3-39 years
Flushing	—	—	1,660	(107)	—	1,553	—	1,553	1,454	1975[4]	1992	N/A
Lexington Avenue	567,691	14,432	12,355	431,206	27,497	430,496	—	457,993	227,129	2003	1992	9-39 years
TOTAL	$ 836,691	$ 19,206	$ 24,435	$ 1,060,130	$ 32,271	$ 1,069,350	$ 2,150	$ 1,103,771	$ 473,141			

(1) Initial cost is as of May 15, 1992 (the date on which the Company commenced its real estate operations).

(2) Excludes deferred debt issuance costs, net of $7,240.

(3) The net basis of the Company's assets and liabilities for tax purposes is approximately $125,793 lower than the amount reported for financial statement purposes.

(4) Represents the date the lease was acquired.

ALEXANDER'S, INC. AND SUBSIDIARIES
SCHEDULE III
REAL ESTATE AND ACCUMULATED DEPRECIATION
(Amounts in thousands)

	December 31,		
	2025	**2024**	**2023**
REAL ESTATE:			
Balance at beginning of period	$ 1,085,197	$ 1,066,620	$ 1,084,598
Additions during the period:			
Land	—	—	—
Buildings and leasehold improvements	2,629	8,242	2,959
Development and construction in progress	17,058	12,577	1,346
	1,104,884	1,087,439	1,088,903
Less:			
Assets sold	—	—	(14,186)
Assets written-off	(1,113)	(2,242)	(8,097)
Balance at end of period	$ 1,103,771	$ 1,085,197	$ 1,066,620
ACCUMULATED DEPRECIATION:			
Balance at beginning of period	$ 443,627	$ 415,903	$ 396,268
Depreciation expense	30,627	29,966	28,137
	474,254	445,869	424,405
Less:			
Accumulated depreciation on assets sold	—	—	(405)
Accumulated depreciation on assets written-off	(1,113)	(2,242)	(8,097)
Balance at end of period	$ 473,141	$ 443,627	$ 415,903

(b) Exhibits

Exhibit No.			
3.1	-	Amended and Restated Certificate of Incorporation. Incorporated herein by reference from Exhibit 3.1 to the registrant's Registration Statement on Form S-3 filed on September 20, 1995	*
3.2	-	Amended and Restated Bv-laws. Incorporated herein by reference from Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on May 20, 2022	*
4	-	Description of the Alexander's, Inc. securities registered pursuant to Section 12 of the Securities Exchange Act	***
10.1	-	Real Estate Retention Agreement dated as of July 20, 1992, between Vornado Realty Trust and Keen Realty Consultants, Inc., each as special real estate consultants, and the Company. Incorporated herein by reference from Exhibit 10(i)(O) to the registrant's Annual Report on Form 10-K for the fiscal year ended July 25, 1992	*
10.2	-	Extension Agreement to the Real Estate Retention Agreement, dated as of February 6, 1995, between the Company and Vornado Realty Trust. Incorporated herein by reference from Exhibit 10(i)(G)(2) to the registrant's Annual Report on Form 10-K for the year ended December 31, 1994	*
10.3	-	Agreement of Lease dated as of April 30, 2001 between Seven Thirty One Limited Partnership, landlord, and Bloomberg L.P., tenant. Incorporated herein by reference from Exhibit 10(v) B to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001, filed on August 2, 2001	*
10.4	-	First Amendment to Real Estate Retention Agreement, dated as of July 3, 2002, by and between Alexander's, Inc. and Vornado Realty, L.P. Incorporated herein by reference from Exhibit 10(i)(E)(3) to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, filed on August 7, 2002	*
10.5	-	Amended and Restated Management and Development Agreement, dated as of July 3, 2002, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10(i)(F)(1) to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, filed on August 7, 2002	*
10.6	-	Limited Liability Company Operating Agreement of 731 Residential LLC, dated as of July 3, 2002, among 731 Residential Holding LLC, as the sole member, Domenic A. Borriello, as an Independent Manager and Kim Lutthang, as an Independent Manager. Incorporated herein by reference from Exhibit 10(i)(A)(1) to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, filed on August 7, 2002	*
10.7	-	Limited Liability Company Operating Agreement of 731 Commercial LLC, dated as of July 3, 2002, among 731 Commercial Holding LLC, as the sole member, Domenic A. Borriello, as an Independent Manager and Kim Lutthang, as an Independent Manager. Incorporated herein by reference from Exhibit 10(i)(A)(2) to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, filed on August 7, 2002	*
10.8	-	First Amendment of Lease, dated as of April 19, 2002, between Seven Thirty One Limited Partnership, landlord and Bloomberg L.P., tenant. Incorporated herein by reference from Exhibit 10(v)(B)(2) to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2002, filed on August 7, 2002	*
10.9	-	Second Amendment to Real Estate Retention Agreement, dated as of January 1, 2007, by and between Alexander's, Inc. and Vornado Realty L.P. Incorporated herein by reference from Exhibit 10.64 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2006, filed on February 26, 2007	*

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* Incorporated by reference.

*** Filed herewith.

10.10	-	First Amendment to Amended and Restated Management and Development Agreement, dated as of July 6, 2005, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.52 to the registrant's Annual Report on Form 10-K, for the year ended December 31, 2007, filed on February 25, 2008	*
10.11	-	Second Amendment to Amended and Restated Management and Development Agreement, dated as of December 20, 2007, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.53 to the registrant's Annual Report on Form 10-K, for the year ended December 31, 2007, filed on February 25, 2008	*
10.12	-	Third Amendment to Real Estate Retention Agreement, dated as of December 20, 2007, by and between Alexander's, Inc., and Vornado Realty L.P. Incorporated herein by reference from Exhibit 10.55 to the registrant's Annual Report on Form 10-K, for the year ended December 31, 2007, filed on February 25, 2008	*
10.13	-	Lease dated as of February 7, 2005, by and between 731 Office One LLC, as Landlord, and Citibank, N.A., as Tenant. Incorporated herein by reference from Exhibit 10.59 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, filed on May 4, 2009	*
10.14	-	Assignment and Assumption and Consent Agreement, dated as of March 25, 2009, by and between 731 Office One LLC, as Landlord, Citicorp North America, Inc., as Assignor, and Bloomberg L.P., as Assignee. Incorporated herein by reference from Exhibit 10.60 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, filed on May 4, 2009	*
10.15	-	Third Amendment to Amended and Restated Management and Development Agreement, dated as of November 30, 2011, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.49 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2011, filed on February 27, 2012	*
10.16	-	Fourth Amendment to Amended and Restated Management and Development Agreement, dated as of August 1, 2012, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.2 to the registrants Quarterly Report on Form 10-Q for the quarter ended September 30, 2012, filed on November 1, 2012	*
10.17	-	Fifth Amendment to Amended and Restated Management and Development Agreement, dated as of December 1, 2012, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.54 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2012, filed on February 26, 2013	*
10.18	-	Real Estate Sub-Retention Agreement dated as of February 28, 2014, by and between Alexander's Management LLC, as Agent, and Vornado Realty L.P., as Sub-Agent. Incorporated herein by reference from Exhibit 10.8 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed on May 5, 2014	*
10.19	-	Sixth Amendment to Amended and Restated Management and Development Agreement, dated as of March 21, 2014, by and between Alexander's, Inc., the subsidiaries party thereto and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.9 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed on May 5, 2014	*
10.20	-	Rego Park II Residential Management and Development Agreement, dated as of March 21, 2014 by and between Alexander's of Rego Residential LLC and Vornado Management Corp. Incorporated herein by reference from Exhibit 10.10 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed on May 5, 2014	*

* Incorporated by reference.

10.21		-	Fourth Amendment to Real Estate Retention Agreement, dated December 22, 2014 by and between Alexander's, Inc. and Vornado Realty, L.P. Incorporated herein by reference from Exhibit 10.56 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2014, filed on February 17, 2015	*
10.22		-	First Amendment to Rego II Real Estate Sub-Retention Agreement, dated December 22, 2014 by and between Alexander's, Inc. and Vornado Realty L.P. Incorporated herein by reference from Exhibit 10.58 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2014, filed on February 17, 2015	*
10.23		-	First Amendment to Real-Estate Sub-Retention Agreement, dated December 22, 2014 by and between Alexander's Management LLC and Vornado Realty, L.P. Incorporated herein by reference from Exhibit 10.59 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2014, filed on February 17, 2015	*
10.24	+	-	Second Amendment of Lease, dated as of the 12th of January 2016 between 731 Office One LLC and Bloomberg L.P.	***
10.25	**	-	Form of Alexander's Inc. 2016 Omnibus Stock Plan Deferred Stock Unit Grant Agreement between the Company and certain employees. Incorporated herein by reference from Exhibit 10.4 to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, filed on August 1, 2016	*
10.26		-	Third Amendment of Lease, dated as of the 20th of April 2016 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.1 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.27		-	Fourth Amendment of Lease, dated as of the 28th of June 2019 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.2 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.28		-	Fifth Amendment of Lease, dated as of the 17th of December 2021 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.3 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.29		-	Sixth Amendment of Lease, dated as of the 29th of March 2022 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.4 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.30		-	Seventh Amendment of Lease, dated as of the 19th of July 2022 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.5 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.31		-	Eighth Amendment of Lease, dated as of the 21st of July 2023 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.6 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.32	+	-	Ninth Amendment of Lease, dated as of the 3rd of May 2024 between 731 Office One LLC and Bloomberg L.P. Incorporated herein by reference from Exhibit 10.7 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed on May 6, 2024	*
10.33		-	Second Amendment to Rego II Real Estate Sub-Retention Agreement, dated as of the 18th of June 2024 between Alexander's, Inc. and Vornado Realty L.P. Incorporated herein by reference from Exhibit 10.9 to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, filed on August 5, 2024	*

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*	Incorporated by reference.
**	Management contract or compensatory agreement.
***	Filed herewith.
+	Certain portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

10.34	+	-	Loan Agreement, dated as of September 30, 2024, between 731 Office One LLC, as Borrower, and German American Capital Corporation, JPMorgan Chase Bank, National Association and Wells Fargo Bank, National Association collectively, as Lender. Incorporated herein by reference from Exhibit 10.10 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed on November 4, 2024	*
10.35		-	Recourse Obligations Guaranty, dated as of September 30, 2024, made by Alexander's. Inc. as Guarantor to German American Capital Corporation, JPMorgan Chase Bank, National Association and Wells Fargo Bank, National Association collectively, as Lender. Incorporated herein by reference from Exhibit 10.11 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed on November 4, 2024	*
10.36		-	Bloomberg Obligations Guaranty, dated as of September 30, 2024, made by Alexander's. Inc. as Guarantor to German American Capital Corporation, JPMorgan Chase Bank, National Association and Wells Fargo Bank, National Association collectively, as Lender. Incorporated herein by reference from Exhibit 10.12 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed on November 4, 2024	*
10.37		-	Second Amendment to Real-Estate Sub-Retention Agreement, dated September 30, 2024 by and between Alexander's Management LLC and Vornado Realty, L.P. Incorporated herein by reference from Exhibit 10.13 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed on November 4, 2024	*
10.38		-	Second Amendment to Amended and Restated Loan and Security Agreement, dated December 5, 2025, by and between Rego II Borrower LLC, as Borrower and Bank of China, New York Branch, as Lender	***
10.39		-	Amended and Restated Loan Agreement, dated December 23, 2025, by and between 731 Retail One LLC and 731 Commercial LLC, as Borrower, and JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Landesbank Baden-Württemberg, New York Branch, and The Bank of New York Mellon as Lenders, and ALX Rego Holdings LLC, as administrative Agent	***
10.40		-	Real-Estate Sub-Retention Agreement, dated January 1, 2026 by and between Alexander's Management LLC and Vornado Realty, L.P.	***

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*	Incorporated by reference.
***	Filed herewith.
+	Certain portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

19.1	-	Alexander's, Inc. Insider Trading Policy. Incorporated herein by reference from Exhibit 19.1 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2024, filed on February 10, 2025	*
21	-	Subsidiaries of Registrant	***
23	-	Consent of Independent Registered Public Accounting Firm	***
31.1	-	Rule 13a-14 (a) Certification of the Chief Executive Officer	***
31.2	-	Rule 13a-14 (a) Certification of the Chief Financial Officer	***
32.1	-	Section 1350 Certification of the Chief Executive Officer	***
32.2	-	Section 1350 Certification of the Chief Financial Officer	***
97	-	Alexander's Inc. Restatement Clawback Policy. Incorporated herein by reference from Exhibit 97 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed on February 12, 2024	*
101	-	The following financial information from the Alexander's, Inc. Annual Report on Form 10-K for the year ended December 31, 2025 formatted in Inline Extensible Business Reporting Language (iXBRL) includes: (i) consolidated balance sheets, (ii) consolidated statements of income, (iii) consolidated statements of comprehensive income, (iv) consolidated statements of changes in equity, (v) consolidated statements of cash flows and (vi) the notes to the consolidated financial statements	***
104	-	The cover page from the Alexander's, Inc. Annual Report on Form 10-K for the year ended December 31, 2025, formatted as iXBRL and contained in Exhibit 101	***

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* Incorporated by reference.

*** Filed herewith.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ALEXANDER'S, INC.
(Registrant)

Date: February 9, 2026

By: /s/ Gary Hansen
Gary Hansen, Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

	Signature	Title	Date
By:	/s/Steven Roth (Steven Roth)	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	February 9, 2026
By:	/s/Gary Hansen (Gary Hansen)	Chief Financial Officer (Principal Financial and Accounting Officer)	February 9, 2026
By:	/s/Thomas R. DiBenedetto (Thomas R. DiBenedetto)	Director	February 9, 2026
By:	/s/David Mandelbaum (David Mandelbaum)	Director	February 9, 2026
By:	/s/Mandakini Puri (Mandakini Puri)	Director	February 9, 2026
By:	/s/Wendy Silverstein (Wendy Silverstein)	Director	February 9, 2026
By:	/s/Arthur Sonnenblick (Arthur Sonnenblick)	Director	February 9, 2026
By:	/s/Russell B. Wight Jr. (Russell B. Wight Jr.)	Director	February 9, 2026

EXHIBIT 4

DESCRIPTION OF THE ALEXANDER'S, INC. SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT

The following descriptions are summaries of the material terms and provisions of Alexander's preferred stock and common stock contained in Alexander's certificate of incorporation and Alexander's by-laws. Copies of the certificate of incorporation and by-laws are filed as exhibits to this Annual Report on Form 10-K. Please note that the terms "we," "us," "our," "Company" and "Alexander's" refer to Alexander's, Inc. and its consolidated subsidiaries, unless the context requires otherwise.

General

Our certificate of incorporation authorizes the issuance of up to 26,000,000 shares of capital stock, consisting of 10,000,000 shares of common stock, $1.00 par value per share (the "common stock"), 3,000,000 shares of preferred stock, $1.00 par value per share (the "preferred stock") and 13,000,000 shares of excess stock, $1.00 par value per share (the "excess stock"). As of December 31, 2025, 5,173,450 and 5,107,290 shares of common stock were issued and outstanding, respectively. No shares of preferred stock or shares of excess stock are issued and outstanding as of the date of this Annual Report on Form 10-K.

Dividend and Voting Rights of Holders of Common Stock

Holders of our common stock are entitled to receive dividends when, if and as authorized by our board of directors out of assets legally available to pay dividends.

Each common share entitles the holder to one vote on all matters voted on by stockholders, including elections of directors. There is no cumulative voting in the election of directors, which means that the holders of a majority of the outstanding common stock can elect all of the directors then standing for election.

Our certificate of incorporation requires the affirmative vote of two-thirds of the outstanding shares of our stock entitled to vote before we may merge with another corporation.

Holders of common stock do not have any conversion, redemption or preemptive rights to subscribe to any securities of our Company. In the event of our dissolution, liquidation or winding-up, after the payment or provision of our debts and other liabilities and the preferential amounts to which holders of our preferred stock are entitled, if any such preferred stock is outstanding, the holders of the common stock are entitled to share ratably in any assets remaining for distribution to stockholders.

The common stock has equal dividend, distribution, liquidation and other rights, and there are no preference, appraisal or exchange rights applicable thereto. All outstanding shares of common stock are, and any shares of common stock offered, upon issuance, will be, fully paid and nonassessable.

Equiniti Trust Company, LLC is the transfer agent for the common stock.

Restrictions on Ownership of Common Stock

The Common Stock Beneficial Ownership Limit. Our certificate of incorporation contains a number of provisions that restrict the ownership and transfer of shares and are designed to safeguard us against an inadvertent loss of REIT status. These provisions also seek to deter non-negotiated acquisitions of, and proxy fights for, us by third parties. In order to maintain our qualification as a REIT under the Internal Revenue Code, not more than 50% of the value of our outstanding shares of capital stock may be owned, directly or constructively, by five or fewer individuals at any time during the last half of a taxable year and the shares of capital stock must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months, or during a proportionate part of a shorter taxable year. The Internal Revenue Code defines "individuals" to include some entities for purposes of the preceding sentence. All references to a holder's ownership of common stock in this section assumes application of the applicable attribution rules of the Internal Revenue Code under which, for example, a holder is deemed to own shares owned by his or her spouse.

Our certificate of incorporation contains a limitation that restricts stockholders from owning more than 4.9% of the outstanding shares of common stock. In certain circumstances, our board of directors may reduce the common stock beneficial ownership limit to as little as 2%, but only if any person who owns shares in excess of such new limit could continue to do so. Our board of directors has, subject to certain conditions and limitations, exempted our manager, Vornado Realty Trust, and certain of its affiliates from the common stock beneficial ownership limit. As a result, it is less likely as a practical matter that another holder of common stock could obtain an exemption.

Attribution Rules. Investors should be aware that under the applicable attribution rules of the Internal Revenue Code, events other than a purchase or other transfer of common stock can result in ownership of common stock in excess of the common stock beneficial ownership limit. For instance, if two stockholders, each of whom owns 3% of the outstanding common stock, were to marry, then after their marriage both stockholders would be deemed to own 6% of the outstanding shares of common stock, which is in excess of the common stock beneficial ownership limit. Similarly, if a stockholder who owns 4% of the outstanding common stock were to purchase a 50% interest in a corporation which owns 3% of the outstanding common stock, then the stockholder would be deemed to own 5.5% of the outstanding shares of common stock.

The Constructive Ownership Limit. Under the Internal Revenue Code, rental income received by a REIT from persons with respect to which the REIT is treated, under the applicable attribution rules of the Internal Revenue Code, as owning a 10% or greater interest does not constitute qualifying income for purposes of the income requirements that REITs must satisfy. For these purposes, a REIT is treated as owning any stock owned, under the applicable attribution rules of the Internal Revenue Code, by a person that owns 10% or more of the value of the outstanding shares of the REIT. The attribution rules of the Internal Revenue Code applicable for these purposes are different from those applicable with respect to the common stock beneficial ownership limit. All references to a stockholder's ownership of common stock in this section assume application of the applicable attribution rules of the Internal Revenue Code.

In order to ensure that our rental income will not be treated as non-qualifying income under the rule described in the preceding paragraph, and thus to ensure that we will not inadvertently lose our REIT status as a result of the ownership of shares of a tenant, or a person that holds an interest in a tenant, our certificate of incorporation contains an ownership limit that restricts, with certain exceptions, stockholders from owning more than 9.9% of the outstanding shares of any class (the "common stock beneficial ownership limit").

Stockholders should be aware that events other than a purchase or other transfer of shares can result in ownership, under the applicable attribution rules of the Internal Revenue Code, of shares in excess of the constructive ownership limit. As the attribution rules that apply with respect to the constructive ownership limit differ from those that apply with respect to the common stock beneficial ownership limit, the events other than a purchase or other transfer of shares which can result in share ownership in excess of the constructive ownership limit can differ from those which can result in share ownership in excess of the common stock beneficial ownership limit.

Issuance of Excess Stock if the Ownership Limits Are Violated. Our certificate of incorporation provides that a transfer of shares of common stock that would otherwise result in ownership, under the applicable attribution rules of the Internal Revenue Code, of common stock in excess of the common stock beneficial ownership limit or the constructive ownership limit, or which would cause the shares of capital stock of Alexander's to be beneficially owned by fewer than 100 persons, would have no effect and the purported transferee would acquire no rights or economic interest in such common stock. In addition, common stock that would otherwise be owned, under the applicable attribution rules of the Internal Revenue Code, in excess of the common stock beneficial ownership limit or the constructive ownership limit will be automatically exchanged for shares of excess stock. These shares of excess stock would be transferred, by operation of law, to us as trustee of a trust for the exclusive benefit of a beneficiary designated by the purported transferee or purported holder. While held in trust, the trustee shall vote the shares of excess stock in the same proportion as the holders of the outstanding shares of common stock have voted. Any dividends or distributions received by the purported transferee or other purported holder of the excess stock before our discovery of the automatic exchange for shares of excess stock must be repaid to us upon demand.

If the purported transferee or purported holder elects to designate a beneficiary of an interest in the trust with respect to the excess stock, he or she may only designate a person whose ownership of the shares will not violate the common stock beneficial ownership limit or the constructive ownership limit. When the designation is made, the excess stock will be automatically exchanged for common stock. Our certificate of incorporation contains provisions designed to ensure that the purported transferee or other purported holder of shares of excess stock may not receive in return for transferring an interest in the trust with respect to the excess stock, an amount that reflects any appreciation in the shares of common stock for which the shares of excess stock were exchanged during the period that the shares of excess stock were outstanding but will bear the burden of any decline in value during that period. Any amount received by a purported transferee or other purported holder for designating a beneficiary in excess of the amount permitted to be received must be turned over to us. Our certificate of incorporation provides that we may purchase any shares of excess stock that have been automatically exchanged for shares of common stock as a result of a purported transfer or other event. The price at which we may purchase the excess stock will be equal to the lesser of:

- in the case of shares of excess stock resulting from a purported transfer for value, the price per share in the purported transfer that resulted in the automatic exchange for shares of excess stock or, in the case of excess stock resulting from some other event, the market price of the shares of common stock exchanged on the date of the automatic exchange for excess stock, and

- the market price of the shares of common stock exchanged for the excess stock on the date that we accept the deemed offer to sell the excess stock.

Our purchase right with respect to excess stock will exist for 90 days, beginning on the date that the automatic exchange for shares of excess stock occurred or, if we did not receive a notice concerning the purported transfer that resulted in the automatic exchange for shares of excess stock, the date that our board of directors determines in good faith that an exchange for excess stock has occurred.

Other Provisions Concerning the Restrictions on Ownership. Our board of directors may exempt certain persons from the common stock beneficial ownership limit or the constructive ownership limit if evidence satisfactory to our board of directors is presented showing that such exemption will not jeopardize our status as a REIT under the Internal Revenue Code. Before granting an exemption of this kind, our board of directors may require a ruling from the Internal Revenue Service, an opinion of counsel satisfactory to it and representations and undertakings from the applicant with respect to preserving our REIT status.

Our board of directors has, subject to certain conditions and limitations, exempted our manager, Vornado Realty Trust, and certain of its affiliates from the common stock beneficial ownership limit. As a result, it is less likely as a practical matter that another holder of common stock could obtain an exemption.

The foregoing restrictions on ownership and transfer will not apply if our board of directors determines that it is no longer in our best interests to attempt to qualify, or continue to qualify, as a REIT. Sections 382 and 383 of the

Internal Revenue Code impose limitations upon the utilization of a corporation's net operating loss and credit carryforwards and certain other tax attributes, following significant changes in the corporation's stock ownership. In order to preserve our ability to use net operating loss carryforwards, if any, to reduce taxable income, our certificate of incorporation also contains additional provisions restricting the ownership of our outstanding shares (the "Section 382 ownership restrictions"). The Section 382 ownership restrictions merely reduce the risk of certain occurrences that could cause such a limitation to arise. It is still possible that, due to transfers (either directly or indirectly) of our outstanding shares, we could become subject to a limitation under Section 382 or 383.

Our certificate of incorporation provides, in general, that, subject to the exceptions described in the next paragraph, no person may acquire shares of our Company, or options or warrants to acquire such shares, if as a result such person (or another person to which such shares were attributed under certain complex attribution rules, which differ in certain respects from those that apply for purposes of the common stock beneficial ownership limit or the constructive ownership limit) would own, directly or under such attribution rules, 5% or more of the class of such outstanding shares (hereinafter, such person's "ownership interest percentage"). In addition, subject to the exceptions described in the next paragraph, no person whose ownership interest percentage of a class of shares equals or exceeds 5% can acquire or transfer such shares, or options or warrants to acquire such shares. The foregoing restrictions apply independently to each class of our outstanding stock.

The foregoing restrictions do not apply to (i) acquisitions and transfers of shares of common stock by certain persons and their affiliates whose ownership interest percentage of common stock on September 21, 1993 was 5% or more, (ii) transfers of shares pursuant to an offering by us, to the extent determined by our board of directors, and (iii) other transfers of shares specifically approved by our board of directors.

Transfers of shares, options or warrants in violation of the Section 382 ownership restrictions would be void, and the transferee would acquire no rights in such shares, options or warrants. Thus, a purported acquiror would have no right to vote such shares or to receive dividends. Moreover, upon our demand, a purported acquiror of shares, options or warrants would be required to transfer them to an agent designated by us. The agent, generally, would sell such shares, options or warrants, remit the proceeds thereof to the purported acquiror to the extent of such person's purchase price for the shares and, to the extent possible, remit the balance of the proceeds to such person's transferor. A similar procedure would be applied to any dividends paid to, and to the proceeds of any resale of shares, options or warrants by, the purported acquiror.

Our board of directors has the authority to designate a date as of which the Section 382 ownership restrictions will no longer apply.

All certificates representing shares of common stock will bear a legend referring to the restrictions described above.

All persons who own, directly or by virtue of the applicable attribution rules of the Internal Revenue Code, more than 2% of the shares of outstanding common stock must give a written notice to us containing the information specified in our certificate of incorporation by January 31 of each year. In addition, each stockholder shall upon demand be required to disclose to us such information as we may request, in good faith, in order to determine our status as a REIT or to comply with Treasury Regulations promulgated under the REIT provisions of the Internal Revenue Code.

Important Provisions of Delaware Law and Our Certificate of Incorporation and By-Laws

The following is a summary of important provisions of Delaware law and our certificate of incorporation and by-laws which affect us and our stockholders. The description below is intended as only a summary. You can access complete information by referring to Delaware General Corporation Law and our certificate of incorporation and by-laws.

Business Combinations with Interested Stockholders Under Delaware Law. Section 203 of the Delaware General Corporation Law prevents a publicly held corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- before the date on which the person became an interested stockholder, the board of directors of the corporation approved either the business combination or the transaction in which the person became an interested stockholder,

- the interested stockholder owned at least 85% of the outstanding voting stock of the corporation at the beginning of the transaction in which it became an interested stockholder, excluding stock held by directors who are also officers of the corporation and by employee stock plans that do not provide participants with the rights to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

- after the date on which the interested stockholder became an interested stockholder, the business combination is approved by the board of directors and the holders of two-thirds of the outstanding voting stock of the corporation voting at a meeting, excluding the voting stock owned by the interested stockholder.

As defined in Section 203, an "interested stockholder" is generally a person owning 15% or more of the outstanding voting stock of the corporation. As defined in Section 203, a "business combination" includes mergers, consolidations, stock and assets sales and other transactions with the interested stockholder.

The provisions of Section 203 may have the effect of delaying, deferring or preventing a change of control of Alexander's, Inc.

Amendment of Our Certificate of Incorporation and By-Laws. Amendments to our certificate of incorporation must be approved by our board of directors. Unless otherwise required by law, our board of directors may amend our by-laws by a majority vote of the directors then in office.

Meetings of Stockholders. Under our by-laws, we will hold annual meetings of our stockholders at a date and time as determined by our board of directors, chairman, vice chairman or president. Our by-laws require advance notice for our stockholders to make nominations of candidates for our board of directors or bring other business before an annual meeting of our stockholders. The chairman or vice chairman shall call special meetings of our stockholders whenever stockholders owning at least a majority of our issued and outstanding shares entitled to vote on matters to be submitted to stockholders shall request in writing such a meeting.

Board of Directors. Our board of directors is divided into three classes. As the term of each class expires, directors in that class will be elected for a term of three years and until their successors are duly elected and qualified. These staggered terms may reduce the possibility of an attempt to change control of Alexander's.

Exhibit 10.24

EXECUTED VERSION

Certain identified information in this Agreement denoted with "[***]" has been excluded from this exhibit pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both not material and of the type that the registrant treats as private and confidential.

SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE (this "Amendment") is dated as of the 12th day of January, 2016, by and between 731 OFFICE ONE LLC ("Landlord"), a Delaware limited liability company, having an office c/o Alexander's Inc., 888 Seventh Avenue, New York, New York 10019, and BLOOMBERG L.P. ("Tenant"), a Delaware limited partnership, having an office at 731 Lexington Avenue, New York, New York 10022.

W I T N E S S E T H :

WHEREAS, pursuant to an Agreement of Lease, dated as of April 30, 2001, between Seven Thirty One Limited Partnership, as landlord, and Tenant, as tenant, as amended by (i) a letter agreement, dated December 20, 2001, between Seven Thirty One Limited Partnership and Tenant, (ii) a letter agreement, dated January 30, 2002, between Seven Thirty One Limited Partnership and Tenant, (iii) a First Amendment of Lease, dated April 19, 2002, between Seven Thirty One Limited Partnership and Tenant, (iv) a letter agreement, dated July 3, 2002, between Seven Thirty One Limited Partnership and Tenant, (v) a letter agreement, dated September 30, 2002, between 731 Commercial LLC (successor-in-interest to Seven Thirty One Limited Partnership) and Tenant, (vi) a letter agreement, dated February 5, 2003, between 731 Commercial LLC and Tenant, (vii) a letter agreement, dated March 14, 2003, between 731 Commercial LLC and Tenant, (viii) a letter agreement, dated April 14, 2003, between 731 Commercial LLC and Tenant, (ix) a letter agreement, dated May 22, 2003, between 731 Commercial LLC and Tenant, (x) a letter agreement, dated November 4, 2003, between 731 Commercial LLC and Tenant, (xi) a letter agreement, dated November 14, 2003, between 731 Commercial LLC and Tenant, (xii) a letter agreement, dated September 29, 2004, between Landlord (successor-in-interest to 731 Commercial LLC) and Tenant, (xiii) two (2) letter agreements, dated February 7, 2005, between Landlord and Tenant, (xiv) a letter agreement, dated March 8, 2005, between Landlord and Tenant, and (xv) a letter agreement, dated December 31, 2009, between Landlord and Tenant, Landlord demised and let unto Tenant, and Tenant did hire and take, certain space in the building that is known by the street address of 731 Lexington Avenue, New York, New York, on the terms and subject to the conditions set forth therein (such Agreement of Lease, as so amended, being referred to herein as the "Lease"); and

WHEREAS, Tenant is leasing certain additional space in the Building (as such term is defined in the Lease) as successor by assignment of a Lease, dated as of February 7, 2005, between Landlord, as landlord, and Citibank, N.A., as tenant (such Lease, as amended and assigned by Citibank, N.A. to Tenant pursuant to the agreements described on Exhibit "1" attached hereto and made a part hereof, the Interim Letter Agreement (as hereinafter defined) and the letter agreements referenced therein, the "Citi Lease"); and

WHEREAS, Landlord, as the landlord under the Citi Lease, and Tenant, as the tenant under the Citi Lease, have entered into a letter agreement, dated December 20, 2011 (the "Lobby Agreement"); and

WHEREAS, Tenant, as the tenant under the Citi Lease, has exercised its option to extend the initial term of the Citi Lease expiring December 14, 2015 for the renewal term set forth

therein (the "Citi Renewal Term") by delivery of the Renewal Notice (as defined in the Citi Lease); and

WHEREAS, Tenant is leasing certain additional space in the Building as successor by assignment of a Lease, dated as of May 17, 2004, between Landlord, as landlord, and Metrovest Equities Inc., as tenant (such Lease, as assigned by Metrovest Equities Inc. to Tenant pursuant to an Assignment and Assumption and Consent Agreement, dated as of May 19, 2009, among Landlord, Metrovest Equities Inc. and Tenant, the "Original Metrovest Lease"); and

WHEREAS, Landlord, as the landlord under the Original Metrovest Lease, and Tenant, as the tenant under the Original Metrovest Lease, have entered into a letter agreement, dated October 6, 2014 (the "Metrovest Letter Agreement"), pursuant to which, among other matters, the term of the Metrovest Lease is extended for a term commencing on April 1, 2015 and ending on the last day of the Citi Renewal Term; and

WHEREAS, Landlord, as the landlord under each of the Citi Lease and the Original Metrovest Lease, and Tenant, as the tenant under each of the Citi Lease and the Original Metrovest Lease, have entered into a letter agreement, dated December 11, 2015 (the "Interim Letter Agreement"; the Original Metrovest Lease, as amended by the Metrovest Letter Agreement and the Interim Letter Agreement, the "Metrovest Lease"), pursuant to which, among other matters, the parties agreed to the amount of the Fixed Rent and Escalation Rent payable by Tenant for the Additional Space for the period commencing on December 15, 2015 and ending on the date the Fixed Rent for the Additional Space for the Citi Renewal Term is determined; and

WHEREAS, the Building has been submitted to a condominium regime pursuant to a declaration made under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated December 4, 2003 and recorded on February 3, 2004 in the Office of the Register of The City of New York, County of New York (the "Register's Office"), in CRFN 2004000064392, which declaration has been amended and restated pursuant to an amended and restated declaration, dated February 8, 2005, and recorded on March 9, 2005 in the Register's Office in CRFN 2005000139245; and

WHEREAS, Landlord and Tenant have agreed to provide for the reversal of Tenant's exercise of Tenant's extension of the term of the Citi Lease for the Citi Renewal Term so that the Citi Lease shall terminate as of December 14, 2015, and for the termination of the Metrovest Lease as of December 14, 2015, in each case, on the terms and subject to the conditions set forth herein;

WHEREAS, Landlord and Tenant desire to amend the Lease, *inter alia*, to add to the premises initially demised thereby, effective as of December 15, 2015, (i) a portion of the rentable area on the twenty-ninth (29th) floor of the Building and the entire rentable area on the twenty-first (21st), twenty-second (22nd), twenty-third (23rd), twenty-fourth (24th), twenty-fifth (25th), twenty-sixth (26th), twenty-seventh (27th) and twenty-eighth (28th) floors of the Building as shown on the floor plans attached hereto and made a part hereof as Exhibit "A" (such space described in this clause (i) being referred to herein collectively as the "Additional Tower Space"), and (ii) a portion of Lower Level 3 of the Building as shown on the floor plan attached

hereto and made a part hereof as Exhibit "B" (the "Storage Space"; the Additional Tower Space and the Storage Space are collectively referred to herein as the "Additional Space").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Landlord and Tenant hereby agree as follows:

1. Defined Terms.

Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Lease.

2. Demise and Termination of the Citi Lease and the Metrovest Lease.

(A) Subject to the terms hereof and to the terms of the Lease (as amended hereby), Landlord hereby demises and lets unto Tenant and Tenant hereby hires and takes from Landlord the Additional Space for a term to commence as of December 15, 2015 (the "Additional Space Commencement Date") and to end on the Expiration Date. Subject to the terms hereof, from and after the Additional Space Commencement Date, the Additional Space shall be added to the Premises and shall constitute a portion of the Premises for all purposes of the Lease, as amended hereby, including, without limitation, the application of the Renewal Option pursuant to Article 37 of the Lease, as modified by Section 7 hereof, and shall be deemed to be part of the Entire Premises for all purposes of the Lease, as amended hereby.

(B) Effective as of the date hereof, Landlord and Tenant hereby agree that (i) the Renewal Notice (as defined in the Citi Lease) delivered by Tenant under the Citi Lease is hereby revoked so that the Citi Lease terminates as of December 14, 2015 (the "Citi Early Termination Date"), and (ii) the Metrovest Lease is hereby amended so that the Option Term (as defined in the Metrovest Lease) expires as of the Citi Early Termination Date rather than the last day of the Citi Renewal Term and accordingly, the Metrovest Lease terminates as of the Citi Early Termination Date.

3. Delivery of the Additional Space.

Tenant acknowledges that Tenant is currently in possession of the entire Additional Space as the tenant under each of the Citi Lease and the Metrovest Lease. Landlord shall be deemed to have delivered exclusive possession of the Additional Space to Tenant in its "as is" condition as of the Additional Space Commencement Date. Landlord shall have no obligation to perform any work in the Additional Space, or elsewhere in the Building, to prepare the Additional Space for Tenant's continued occupancy as contemplated hereby. For the avoidance of doubt, Tenant's obligation to restore the Additional Space shall be governed by the Lease, as amended hereby (including, without limitation, the terms of Section 11(W) and Section 12 hereof), and Tenant shall have no obligation to restore the Additional Space pursuant to the Citi Lease or the Metrovest Lease.

4. Fixed Rent.

(A) Tenant shall pay to Landlord an amount equal to Two Hundred Seventy-Six Thousand Seven Hundred Eighty-Three and no/100 Dollars ($276,783.00) in full payment of all Fixed Rent and Escalation Rent (as defined in the Metrovest Lease) due under the Metrovest Letter Agreement, within ten (10) days after the date hereof. Such amount represents the sum of (i) the difference between (x) the amount payable for Fixed Rent under the Metrovest Letter Agreement for the Metrovest Gap Period, and (y) the Metrovest Gap Rent (as defined in the Metrovest Letter Agreement) paid to Landlord prior to the date hereof, and (ii) the difference between (a) the Escalation Rent (as defined in the Metrovest Lease) applicable to the space demised under the Metrovest Lease for the Metrovest Gap Period, and (b) the Escalation Rent (as defined in the Metrovest Lease) for such space for the Metrovest Gap Period paid to Landlord prior to the date hereof. The Metrovest Gap Period is the period from April 1, 2015 to December 14, 2015.

(B) Tenant shall pay to Landlord an amount equal to the sum of (i) the difference between (x) the amount payable for Fixed Rent pursuant to Section 4(C) and Section 4(D) hereof for the period commencing on (and including) December 15, 2015 and ending on (and including) the date hereof (the "Interim Period"), and (y) the Fixed Rent for the Additional Space for the Interim Period paid to Landlord prior to the date hereof pursuant to the Interim Letter Agreement, and (ii) the difference between (a) the Escalation Rent applicable to the Additional Space for the Interim Period, and (b) the Escalation Rent for such space for the Interim Period paid to Landlord prior to the date hereof pursuant to the Interim Letter Agreement. Landlord and Tenant shall agree on such amount no later than ten (10) days after the date hereof. Tenant shall pay Landlord such amount within ten (10) days after the date the parties agree on such amount.

(C) Tenant shall pay Fixed Rent with respect to the Additional Tower Space in the amounts set forth on Exhibit "C-1" attached hereto and made a part hereof.

(D) Tenant shall pay Fixed Rent with respect to the Storage Space in the amounts set forth on Exhibit "C-2" attached hereto and made a part hereof.

(E) The Fixed Rent due hereunder with respect to the Additional Space for the calendar month during which the Additional Space Commencement Date occurs shall be appropriately pro-rated based on the number of days in such calendar month.

5. Taxes and Operating Expenses.

Tenant shall pay the Tax Payment and the Operating Payment for the Additional Tower Space from and after the Additional Space Commencement Date pursuant to Article 26 of the Lease, with the understanding, however that (a) Tenant shall not be required to pay the Tax Payment and the Operating Payment with respect to the Storage Space, (b) Tenant shall not be entitled to the fifty percent (50%) reduction in the Tax Payment pursuant to Section 26.2 of the Lease, and (c) Tenant shall not have the right to make a Section 421-a Election or otherwise use the Section 421-a Tax Benefits applicable to the Additional Tower Space to reduce the Tax Payment for the Additional Tower Space otherwise due hereunder and the Section 421-a Tax

Benefits shall not be taken into account in connection with the determination of the Actual Tax Amount for the Additional Tower Space. The Tax Payment for the Additional Tower Space shall be adjusted for the Tax Year in which the Additional Space Commencement Date and the Expiration Date occur so that Tenant only pays the Tax Payment for the Additional Tower Space in respect of Taxes that accrue during the Term. The Operating Payment for the Additional Tower Space shall be adjusted for the Operating Period in which the Additional Space Commencement Date and the Expiration Date occur so that Tenant only pays the Operating Payment for the Additional Tower Space in respect of Operating Expenses that accrue during the Term.

6. Option Space.

(A) Article 36 of the Lease is hereby amended by terminating the Option to lease the Lower Option Space and the Upper Option Space, each of which shall be deleted from the Option Space, and adding the Option to lease the Additional Option Space as set forth herein.

(B) Section 36.1, Section 36.2, Section 36.3, Section 36.4 and Section 36.5 of the Lease are hereby deleted in their entirety and the following clauses are hereby substituted thereof:

"Section 36.1. Subject to the terms of this Section 36, Landlord shall not lease (or permit to be leased) to any party other than Tenant or Landlord's Affiliate all of the space on the twenty-ninth (29th) floor of the Building described on Exhibit "E" attached hereto and made a part hereof (the "Additional Option Space") without, in either case, first instituting the procedure described in this Article 36. The Additional Option Space is currently being used by Landlord as its management office.

Section 36.2. Landlord shall institute the procedure described in this Article 36 by giving notice thereof (the "Option Notice") to Tenant, which Option Notice shall (i) set forth Landlord's calculation of the number of square feet of Rentable Area contained in the Additional Option Space, and (ii) set forth the date that Landlord reasonably expects the Additional Option Space to be vacant and available for Tenant's occupancy (such date designated by Landlord being referred to herein as the "Scheduled Option Space Commencement Date").

Section 36.3. Tenant shall have the option (the "Option") to lease all of the Additional Option Space for a term (the "Option Term") commencing on the Option Space Commencement Date and expiring on the Expiration Date by giving notice thereof (the "Response Notice") to Landlord not later than the thirtieth (30th) day after the date that Landlord gives the Option Notice to Tenant. Time shall be of the essence as to the date by which Tenant must give the Response Notice to Landlord to exercise the Option. If Tenant does not give the Response Notice to Landlord on or prior to the thirtieth (30th) day after the date that Landlord gives the Option Notice to Tenant, then, subject to Article 40 hereof, Landlord shall thereafter have the right to lease the Additional Option Space (or any part thereof) to any other party on terms acceptable to Landlord in

Landlord's sole discretion without being required to make any other offer to Tenant regarding the Additional Option Space under this Article 36, except that if Landlord does not lease the Additional Option Space (or any part thereof) to another party (which is not an Affiliate of Landlord) within two (2) years after the date that Landlord gives the applicable Option Notice to Tenant, then Landlord shall not thereafter lease (or permit to be leased) the Additional Option Space to another party without first again complying with the procedure set forth in this Article 36. Tenant shall not have the right to revoke a Response Notice given to Landlord pursuant to this Article 36.

Section 36.4. Tenant shall not have the right to exercise the Option (and, accordingly (x) Landlord shall have no obligation to give an Option Notice to Tenant, and (y) Landlord shall have the right to lease the Additional Option Space to any other party without first offering the Additional Option Space to Tenant as contemplated by this Article 36) if the Minimum Square Footage Requirement is not then satisfied. Tenant shall not have the right to exercise the Option if (x) Tenant has theretofore exercised the Renewal Option for the Partial Renewal Space (rather than the entire Premises), and (y) no portion of the Partial Renewal Space is located on the twenty-ninth (29th) floor of the Building and, accordingly, from and after the date that Tenant exercises the Renewal Option for such Partial Renewal Space, (I) Landlord shall have no obligation to give an Option Notice to Tenant, and (II) subject to Article 40 hereof, Landlord shall have the right to lease the Additional Option Space (or any portion thereof) to any other party without first offering the Additional Option Space to Tenant as contemplated by this Article 36. Tenant shall not have the right to exercise the Option from and after the Option Cutoff Date, and, accordingly, from and after the Option Cutoff Date, (I) Landlord shall have no obligation to give an Option Notice to Tenant with respect to the Additional Option Space, and (II) Landlord shall have the right to lease the Additional Option Space to any other Person without first offering the Additional Option Space to Tenant as contemplated by this Article 36. The term "Option Cutoff Date" shall mean the date that is three (3) years before the Fixed Expiration Date, except that if Tenant exercises the Renewal Option, then the Option Cutoff Date shall be the date that is three (3) years before the last day of the Renewal Term.

Section 36.5. If Tenant exercises the Option in accordance with the provisions of this Article 36, then, on the Option Space Commencement Date for the Additional Option Space, (i) the Additional Option Space shall be added to the Premises and deemed to be "Applicable Option Space" for purposes of this Lease (except as otherwise provided in this Section 36.5); (ii) the term of this Lease for the Additional Option Space shall extend for the Option Term; (iii) Landlord shall not be obligated to perform any work or make any installations in the Additional Option Space or grant Tenant a work allowance therefor (except to the extent otherwise expressly provided in this Section 36.5); (iv) in connection with Tenant's exercising Tenant's rights as set forth in this Article 36 to lease the Additional Option Space, the Fixed Rent for the Additional Option Space shall be an amount equal to the Fair Market Rent therefor, determined in accordance with

Article 38 hereof. In no event shall the Fixed Rent for the Additional Option Space at any time prior to the Fixed Expiration Date be less than the product obtained by multiplying (a) the number of square feet of Rentable Area of the Additional Option Space, by (b) the net fixed rent amounts calculated on a per square foot basis that are in effect from time to time as shown on Exhibit C-1 attached hereto and made a part hereof. If the Option Term extends beyond the Fixed Expiration Date in accordance with the terms hereof, then, subject to the terms of Section 36.4 hereof, the Fixed Rent for the Additional Option Space shall be an amount equal to the Fair Market Rent therefor, determined in accordance with Article 38 hereof, provided that in no event shall the Fixed Rent for the Additional Option Space at any time be less than the product obtained by multiplying (1) the number of square feet of Rentable Area of the Additional Option Space, by (2) the quotient obtained by dividing (x) the Fixed Rent due hereunder for the portion of the Renewal Premises that constitutes Additional Tower Space that is in effect from time to time, by (y) the number of square feet of Rentable Area comprising the portion of the Renewal Premises that constitutes Additional Tower Space at the time the Fixed Rent is being determined for the Additional Option Space. If Tenant exercises the Option to lease Additional Option Space pursuant to the terms hereof, then Landlord shall use Landlord's reasonable efforts to reconfigure (or, at Landlord's option, to permit Tenant to reconfigure) the Building Systems (including, without limitation, the Premises Elevators) to the extent reasonably necessary so that the Shared Building Systems and Premises Systems that serve the Premises (other than the Additional Option Space) integrate with the Shared Building Systems and Premises Systems that serve the Additional Option Space; provided, however, that Landlord shall not have any obligation to so reconfigure (or to permit Tenant to reconfigure) Building Systems to the extent that such reconfiguration has a material and adverse effect on such Building Systems. Tenant shall reimburse Landlord for any actual out-of-pocket costs that Landlord incurs in so using reasonable efforts to reconfigure the Building Systems, within thirty (30) days after Landlord's request therefor (together with reasonable supporting documentation for such costs). If Tenant exercises the Option to lease the Additional Option Space, then (i) Landlord shall cause the Additional Option Space to be delivered to Tenant in a condition that complies with all applicable Requirements (for unoccupied space) and in broom-clean condition, and (ii) Landlord shall deliver to Tenant (X) a reasonable number of counterparts of Form ACP-5 for the Additional Option Space promptly after the date that Tenant gives to Landlord such documentation and information that Landlord reasonably requires before providing such counterparts of Form ACP-5, and (Y) other reasonable evidence to the effect that Tenant's performance of Alterations in the Additional Option Space will constitute a "non-asbestos project" (as defined for purposes of the aforesaid Form ACP-5); provided, however, that Landlord shall only be required to provide the items described in this clause (ii) to the extent that Tenant reasonably requires such items under applicable Requirements for presentation to applicable Governmental Authorities to permit Tenant to perform Alterations in the Additional Option Space or to conduct Tenant's business therein (the items to be

provided by Landlord under clause (i) and clause (ii) above being collectively referred to herein as the "Applicable Option Space Items"). Nothing contained in this Section 36.5 limits Tenant's obligation to comply with the provisions of Article 3 hereof in connection with any Alterations that Tenant intends to perform in the Premises (including, without limitation, the Additional Option Space)."

(C) Landlord and Tenant acknowledge and agree that the terms of Section 36.7, Section 36.8, Section 36.9, Section 36.10 and Section 36.11 of the Lease are hereby deleted in their entirety.

(D) If Tenant exercises Tenant's right to lease the Additional Option Space as provided herein, then Landlord and Tenant shall execute and deliver an amendment to the Lease (as amended hereby), in reasonable form, promptly after Tenant exercises such rights, setting forth the terms of Tenant's leasing of the Additional Option Space, provided that the failure to execute and deliver an amendment to the Lease shall not obviate Tenant's exercise of Tenant's right to lease the Additional Option Space or the inclusion of the Additional Option Space as part of the Premises as provided herein.

7. Renewal Option.

(A) Section 37.1(A) of the Lease is hereby modified by adding the following to the end of the first sentence:

"and (d) Tenant gives Landlord, simultaneously with the Renewal Notice, either (or some combination of) (i) an amendment to the Letter of Credit (in a form that is reasonably satisfactory to Landlord) and/or (ii) a replacement Letter of Credit that meets the requirements set forth in Section 43.1 hereof, which amendment or replacement (or combination thereof) meet the following requirements: (x) the final expiry of all Letters of Credit in favor of Landlord under Article 43 is April 8, 2039 and (y) the aggregate face amount of all Letters of Credit in favor of Landlord is increased to (or equals) Two Hundred Million Dollars ($200,000,000) if Tenant has been entitled to a reduction of the Letter of Credit pursuant to Section 43.4(B); provided, however, (a) if Tenant has been entitled to a reduction of the Letter of Credit pursuant to Section 43.4(A) hereof (and such reduction has not been rescinded pursuant to the final sentence of Section 43.4(A)), than such aggregate face amount under subclause (y) shall equal [***] , subject to subsequent increase if the final sentence of Section 43.4(A) shall be subsequently applicable, (b) for the avoidance of doubt, the delivery of such amendment to, or replacement of, the Letter of Credit shall be subject to any exercise of Tenant's rights under, and in accordance with and subject to, the terms and conditions of Section 43.2(C) and (c) Tenant's delivery of the Renewal Notice shall not be effective for purposes hereof (and shall be of no force or effect) unless Tenant includes therewith such amendment to the Letter of Credit or such replacement Letter of Credit (or such combination thereof) which complies with this subsection (d)."

(B) Section 37.1(B) of the Lease is hereby deleted in its entirety and the following clause is hereby substituted thereof:

"(B) Subject to the terms of Section 37.1(C) hereof, Tenant shall have the right to renew the term hereof for the Renewal Term with respect to either (x) the entire Premises demised hereby on the Fixed Expiration Date, or (y) a portion of the Premises, provided that if Tenant desires to renew the term with respect to a portion of the Premises (a "Partial Renewal"), then (a) Tenant must renew at least Four Hundred Fifty-Five Thousand One Hundred Sixteen (455,116) square feet of Rentable Area, and (b) the portion of the Premises that is included in a Partial Renewal must consist of (I) the entire portion of the Premises that is on Lower Level 2 and Lower Level 3 of the Building, and (II) additional portions of the Premises that are vertically contiguous to each other consisting of (A) the entire portion of the Premises that is on the lowest floor of the Building above grade, and (B) additional floors of the Premises above such floor of the Building that constitute all of the Rentable Area on such floors of the Building (or constitute all of the Rentable Area then leased to Tenant on such floors of the Building if Tenant is leasing less than the entire Rentable Area on such floors); provided, however, that (1) for purposes of clause (II) above, the tenth (10th) and thirteenth (13th) floors of the Building shall be deemed to be vertically contiguous notwithstanding that the two (2) floors located between the tenth (10th) and thirteenth (13th) floors of the Building are used for the storage of mechanical equipment, (2) Tenant may not renew the portion of the Premises on the sixth (6th) floor of the Building unless Tenant also exercises the Renewal Option for the portion of the Premises on the seventh (7th) floor of the Building, (3) Tenant may not renew for any portion of the Additional Tower Space unless Tenant exercises its renewal right for all of the Basic Premises (other than the Additional Tower Space), and (4) Tenant may not renew for more than four (4) floors of the Additional Tower Space unless Tenant renews for all of the Additional Tower Space (the portion of the Premises described in clause (y) above being referred to herein as the "Partial Renewal Space"; the Premises, or the Partial Renewal Space, with respect to which Tenant exercises the Renewal Option being referred to herein as the "Renewal Premises"; the portion of the Premises that does not constitute the Partial Renewal Space is referred to herein as the "Removed Space"). If (i) Tenant gives the Renewal Notice to Landlord, and (ii) Tenant fails to indicate therein that Tenant is exercising the Renewal Option for only the Partial Renewal Space, then Tenant shall be deemed to have designated that the Renewal Premises constitutes the entire Premises demised hereby as of the Fixed Expiration Date. If Tenant exercises the Renewal Option for only the Partial Renewal Space as contemplated by this Section 37.1, then (A) on the Fixed Expiration Date, Tenant shall surrender to Landlord possession of the Removed Space in accordance with the provisions of this Lease that govern Tenant's obligations in respect of the delivery of possession of the Premises to Landlord upon the expiration or earlier termination of the Term, and (B) on or prior to the Fixed Expiration Date, Tenant, at Tenant's sole cost and expense and otherwise in accordance with the terms of Article 3 hereof, shall demise the Removed Space separately from the Partial Renewal Space."

(C) Section 37.1(D) of the Lease is hereby deleted in its entirety and the following clause is hereby substituted thereof:

"(D) Subject to the terms of this Section 37.1(D), if (x) Tenant exercises the Option in accordance with Article 36 hereof, and (y) Tenant thereafter exercises the Renewal Option (and Tenant's exercise of the Renewal Option is not declared ineffective or rescinded pursuant to this Article 37), then subject to the terms hereof, Tenant shall also be deemed to have renewed the Option Term for the Renewal Term for the Additional Option Space and in such event, the Additional Option Space shall be deemed to be "Initial Term Option Space" for purposes of this Lease (as amended hereby). If Tenant gives the Renewal Notice and no portion of the Renewal Premises is located on the twenty-ninth (29th) floor of the Building, then Landlord shall have the right to declare that the Option Term for the Additional Option Space shall not be so extended for the Renewal Term by giving notice thereof to Tenant on or prior to the forty-fifth (45th) day after the date that Tenant gives the Renewal Notice to Landlord and if Landlord gives such notice, then the Option Term for the Additional Option Space shall expire on the Fixed Expiration Date."

(D) The definition of the term "Base Rental Amount" as set forth in Section 38.1(E) of the Lease is hereby amended by deleting clause (4) in its entirety and the following clause is hereby substituted thereof:

"(4) in connection with the determination of the Rental Value of the Additional Option Space that comprises a portion of the Renewal Premises for the Renewal Term, an amount equal to the product obtained by multiplying (a) the number of square feet of Rentable Area of the Additional Option Space, by (b) the quotient obtained by dividing (x) the Fixed Rent due hereunder for the portion of the Renewal Premises that constitutes Additional Tower Space that is in effect from time to time, by (y) the number of square feet of Rentable Area comprising the portion of the Renewal Premises that constitutes Additional Tower Space."

(E) The definition of the term "Base Rental Amount" as set forth in Section 38.1(E) of the Lease is also hereby amended by adding the following clauses (6) and (7) thereto:

"(6) in connection with the determination of the Rental Value of any portion of the Renewal Premises that constitutes Additional Tower Space for the Renewal Term, the amounts set forth on Exhibit "D-1" attached hereto and made a part hereof that are in effect from time to time.

(7) in connection with the determination of the Rental Value of any portion of the Renewal Premises that constitutes Storage Space for the Renewal Term, the amounts set forth on Exhibit "D-2" attached hereto and made a part hereof that are in effect from time to time."

(F) If Landlord exercises Landlord's right to consummate a Sublease Recapture, then at any time after such Sublease Recapture is consummated, Landlord shall be permitted to re-allocate portions of the Premises that constitute the Recapture Space among the existing units of the Condominium and one or more additional units created by Landlord or its Affiliates. If Tenant exercises the Renewal Option for the Partial Renewal Space, then at any time after such Renewal Option is consummated, Landlord shall be permitted to re-allocate portions of the Premises that constitute the Removed Space among the existing units of the Condominium and one or more additional units created by Landlord or its Affiliates. Tenant, at Landlord's sole cost and expense, shall reasonably cooperate with Landlord in connection with such reallocation.

8. Landlord's Notices. Landlord hereby advises Tenant that for purposes of Section 25.1 of the Lease, Landlord's address is as follows:

c/o Vornado Office Management LLC
888 Seventh Avenue
New York, New York 10019
Attn.: President - New York Division

with a copy to:

Vornado Realty Trust
210 Route 4 East
Paramus, New Jersey 07652
Attn.: Executive Vice President - Finance and Administration and Chief Financial Officer

and with a copy to:

Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attn.: Ronald D. Sernau, Esq.

9. Letter of Credit.

(A) The following definitions are hereby added to the Lease:

"Fitch" shall mean Fitch, Inc. and its successors, or if Fitch, Inc. or its successor hereafter ceases the publication of ratings for long-term unsecured debt obligations, then Fitch, Inc. shall mean a reputable rating agency reasonably designated by Landlord and each of the ratings specified in Section 43.1(A)(x) and Section 43.2(C) hereof with respect to Fitch shall instead be such long-term unsecured debt ratings issued by such rating agency as most closely approximates such specified long-term unsecured debt ratings by Fitch, Inc. as of the date hereof.

"Moody's" shall mean Moody's Investors Service, Inc. and its successors, or if Moody's Investors Service, Inc. or its successor hereafter ceases the publication of ratings for long-term unsecured debt obligations, then Moody's shall mean a reputable rating agency reasonably designated by Landlord and each of the ratings specified in Section 43.1(A)(x) and Section 43.2(C) hereof with respect to Moody's shall instead be such long-term unsecured debt ratings issued by such rating agency as most closely approximates such specified long-term unsecured debt ratings by Moody's Investors Service, Inc. as of the date hereof.

"S&P" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors, or if Standard & Poor's Ratings Services or its successor hereafter ceases the publication of ratings for long-term unsecured debt obligations, then S&P shall mean a reputable rating agency reasonably designated by Landlord and each of the ratings specified in Section 43.1(A)(x) and Section 43.2(C) hereof with respect to S&P shall instead be such long-term unsecured debt ratings issued by such rating agency as most closely approximates such specified long-term unsecured debt ratings by Standard & Poor's Ratings Services as of the date hereof.

(B) The following is hereby added to the Lease as a new Article 43:

"Article 43

LETTER OF CREDIT

43.1 Letter of Credit Generally.

(A) Not later than February 1, 2016, Tenant shall deliver to Landlord one or more clean, irrevocable, transferable and unconditional letters of credit (as the context may require, each, a "Letter of Credit" and collectively, the "Letter of Credit") issued by and drawn upon one or more domestic U.S. banks or U.S. agencies or branches of foreign banks (each, an "Issuing Bank"), each of which (x) shall be a member bank of the New York Clearinghouse Association, the long-term unsecured debt obligations of which are rated at least [***] by Fitch and S&P and [***] by Moody's, (y) shall have not been declared insolvent or placed into receivership in either case by Federal Deposit Insurance Corporation or another governmental entity that has regulatory authority over such bank, and (z) has a physical street address in New York County, New York, at which physical street address the beneficiary thereof can present the Letter of Credit for payment. Each Letter of Credit shall:

(i) be in a form reasonably acceptable to Landlord (provided that a Letter of Credit that complies with, and does not contain any provisions inconsistent with, the provisions of this Article 43 and that does not reduce Landlord's rights under this Article 43 (other than in an immaterial manner) or impose any monetary obligation on Landlord or (other than to a de minimis extent) any other obligation or burden on Landlord will be deemed reasonably acceptable); it being agreed that the form of Letter of

Credit attached hereto as Exhibit "43.1" and made a part hereof is acceptable to Landlord,

(ii) be for the benefit of Landlord, its successors and assigns, subject to Section 43.1(C),

(iii) be in the amount of TWO HUNDRED MILLION DOLLARS ($200,000,000.00), subject to Section 43.4 (as may be adjusted pursuant to the terms hereof, the "Letter of Credit Amount"),

(iv) except as otherwise provided in this Section 43.1, conform and be subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (or any revision thereof or successor thereto),

(v) be fully transferable by the beneficiary thereof without any fees or charges therefor,

(vi) provide that beneficiary shall be entitled to draw upon the Letter of Credit, in whole or in multiple drawings, upon presentation to the Issuing Bank of a sight draft (with no other documentation), and

(vii) have an initial term of 364 days but shall provide that it shall be deemed automatically renewed, without amendment, for consecutive periods of one year for each year thereafter during the entire Term and for a period of thirty (30) days thereafter, unless the Issuing Bank shall send a notice (a "Non-Renewal Notice") to the beneficiary (and/or its designee, and the beneficiary may specify two persons to receive such notice, either both representatives of the beneficiary or representatives of the beneficiary and a third party (such as Landlord's lender) as the beneficiary may designate), by registered mail, return receipt requested, not less than sixty (60) days next preceding the then expiration date of the Letter of Credit that the Issuing Bank elects not to renew such Letter of Credit.

If Landlord receives a Non-Renewal Notice from an Issuing Bank, Landlord shall have the right, by sight draft on the Issuing Bank, to receive the monies represented by the then existing Letter of Credit, and to hold and/or disburse such proceeds pursuant to the terms of this Article 43 unless on or prior to the date that is thirty (30) days prior to the then expiration date of the Letter of Credit, Tenant delivers a replacement Letter of Credit (which shall comply with all of the conditions set forth in this Article 43).

(B) If Landlord shall fail, for any reason whatsoever, to draw upon the Letter of Credit within the thirty (30) day period described in the final sentence of Section 43.1(A), and the Letter of Credit shall have an expiration date that will occur prior to the thirtieth (30th) day following the Fixed Expiration Date (or the

last day of a Renewal Term, if Tenant exercises the applicable Renewal Option), then Tenant shall, upon demand, immediately furnish Landlord with a replacement Letter of Credit (which shall comply with all of the conditions set forth in this Article 43), so that Landlord shall have the entire Letter of Credit on hand at all times during the Term and for a period of thirty (30) days thereafter. Tenant acknowledges and agrees that Landlord shall have the right to draw upon the Letter of Credit only in any instance so provided in this Article 43 or in any instance in which Landlord would have the right to use, apply or retain the whole or any part of the proceeds of such Letter of Credit pursuant to the terms of this Article 43.

(C) Landlord shall have the right from time to time to change the beneficiary of the Letter of Credit from Landlord to Landlord's lender or an agent on behalf of all lenders (and thereafter to change the beneficiary back to Landlord) and to have Tenant execute and deliver an agreement, among Tenant, Landlord and Landlord's lender or such agent, setting forth such lender's right to exercise (in lieu of Landlord) the rights afforded to Landlord under this Article 43; provided, however, that any such agreement shall be reasonably satisfactory to Tenant and shall not impose any material obligations on Tenant in addition to those imposed on Tenant, or modify in any material respect any of Tenant's rights under, this Lease including without limitation this Article 43. Regardless whether Landlord exercises the right set forth above in the Section 43.1, Landlord shall have the right to pledge to its lender(s) or to its (or their) agent, as security for a loan, Landlord's rights to the Letter of Credit and the proceeds thereof.

(D) If the Letter of Credit is lost, stolen, damaged or destroyed, then Tenant, at Landlord's sole cost and expense, shall reasonably cooperate with Landlord in connection with the issuance of a replacement Letter of Credit by the Issuing Bank.

43.2 Certain Additional Landlord's Rights.

(A) Tenant agrees that, if (i) an Event of Default shall occur, or (ii) Tenant shall fail to vacate the Premises and surrender possession thereof in accordance with the terms of this Lease upon the Fixed Expiration Date (or the last day of a Renewal Term, if Tenant exercises the applicable Renewal Option), and perform all restoration and other obligations in accordance therewith, Landlord may draw on the Letter of Credit and use, apply or retain the whole or any part of the proceeds of the Letter of Credit solely to the extent required for the payment of any payments as to which Tenant shall be in default under this Lease or for any monies which Landlord may expend or may be required to expend or which Landlord may be entitled under the terms of this Lease (including, without limitation, under Article 17 of this Lease) to recover by reason of Tenant's default in respect of any of the covenants, agreements, terms, provisions and conditions of this Lease, including any damages or deficiency to which Landlord is entitled under the terms of this Lease (including, without limitation, under Article 17 of this Lease) in the reletting of the Premises, whether such damages or deficiency

accrued before or after summary proceedings or other re-entry by Landlord (it being agreed that Landlord, in exercising its right to draw upon the Letter of Credit pursuant to the terms of this Article 43, at its option, may make partial draws on the Letter of Credit from time to time). Landlord shall not be required to so use, apply or retain the whole or any part of the proceeds of the Letter of Credit, but if the whole or any part thereof shall be so used, applied or retained, then Tenant shall, within five (5) days after demand, deliver to Landlord either cash security or a replacement Letter of Credit in an amount such that Landlord shall thereafter have a Letter of Credit or cash security for the entire Letter of Credit Amount on hand at all times during the Term; provided, that if Tenant has delivered cash security (and not a replacement Letter of Credit) in accordance with this sentence, then Tenant shall within fifteen (15) days after the demand referenced above deliver a replacement Letter of Credit in an amount equal to the amount required so that Landlord shall thereafter have a Letter of Credit for the entire Letter of Credit Amount at all times during the Term (it being agreed that Landlord shall turn over to Tenant or its designee such cash security in exchange for such replacement Letter of Credit).

(B) If at any time an Issuing Bank does not meet the requirements for an Issuing Bank set forth in Section 43.1 hereof, then Tenant shall deliver to Landlord a replacement Letter of Credit issued by a replacement Issuing Bank so that such replacement Letter of Credit and Issuing Bank shall satisfy the requirements set forth in Section 43.1 hereof, such delivery to be made within thirty (30) days after the date that Landlord gives Tenant notice of such Issuing Bank's failure to satisfy such requirements.

(C) Notwithstanding the terms of Section 43.1(A)(x) and Section 43.2(B), if an Issuing Bank does not meet the requirements for an Issuing Bank set forth in Section 43.1 hereof solely because one or more the ratings of its long-term unsecured debt obligations have been lowered such that that they are no longer at least [***] by Fitch and S&P and [***] by Moody's, then:

(i) if Tenant has not previously been entitled to a reduction of the Letter of Credit pursuant to Section 43.4(A) (or Tenant has previously been entitled to such reduction but the same has been rescinded pursuant to the final sentence of Section 43.4(A)),

(a) Tenant must deliver a replacement Letter of Credit in the face amount of at least [***] issued by an Issuing Bank the long-term unsecured debt obligations of which are rated at least [***] by Fitch and S&P and [***] by Moody's and otherwise satisfying the requirements set forth in Section 43.1, and

(b) [***]

; and

(ii) if [***] , Tenant must deliver a replacement Letter of Credit in the face amount of at least [***] issued by an Issuing Bank the long-term unsecured debt obligations of which are rated at least [***] by Fitch and S&P and [***] by Moody's and otherwise satisfying the requirements set forth in Section 43.1 hereof.

[***] .

(D) If Tenant fails to deliver to Landlord a replacement Letter of Credit as required pursuant to either Section 43.2(A), (B) or (C), or Section 43.1(A) or (B), within the applicable time period specified in such provisions for such replacement, then Landlord, in addition to Landlord's other rights at law, in equity or as otherwise set forth herein, shall have the right to present the Letter of Credit for payment and retain the proceeds thereof in lieu of the Letter of Credit (it being agreed that Landlord shall have the right to use, apply and transfer such proceeds in the manner described in this Article 43).

(E) Landlord's presentation of a Letter of Credit as described in Section 43.2(D) shall not relieve Tenant of the obligation to provide a replacement Letter of Credit within the applicable time periods specified herein, and the failure to do so shall constitute an Event of Default hereunder (it being agreed by Landlord that during any such time period, Landlord shall turn over to Tenant or its designee any proceeds drawn under such Letter of Credit and not applied in accordance herewith in exchange for such replacement Letter of Credit).

(F) Tenant shall reimburse Landlord for any reasonable costs that Landlord incurs in so presenting the Letter of Credit for payment within thirty (30) days after Landlord submits to Tenant an invoice therefor. Nothing contained in this Article 43 limits Landlord's rights or remedies in equity, at law, or as otherwise set forth herein.

(G) All fees, costs and expenses payable or incurred by Tenant or its affiliates in connection with the Letter of Credit shall be borne by Tenant; provided that if Tenant is required to obtain a replacement Letter of Credit pursuant to Section 43.2(C)(i)(a), then any incremental customary fronting fees payable by Tenant to the Issuing Bank in obtaining such replacement Letter of Credit from the Issuing Bank which Tenant would not have otherwise incurred had it obtained such replacement Letter of Credit from an Issuing Bank described in Section 43.2(C)(i)(b) shall be paid as follows: (i) Tenant shall pay such fronting fees up to [***] of the face amount of the replacement Letter of Credit; (ii) Landlord and Tenant shall split equally such fronting fees to the extent the same exceed [***], but are less than [***], of the face amount of such replacement Letter of Credit and (iii) Landlord shall pay such fronting fees in excess of such [***].

(H) Notwithstanding the terms of Section 43.2(C), at any time, and from time to time, on thirty (30) days' notice to Tenant (or such shorter notice period as may reasonable at the time):

(1) [***]:

(x) [***] by Fitch and S&P and [***] by Moody's (or some combination of the foregoing and the ratings set forth in the immediately succeeding clause (y)), or

(y) [***] by Fitch and S&P and [***] by Moody's, and

(2) [***]:

(x) [***], or

(y) [***].

[***]

43.3 Return of Letter of Credit. The Letter of Credit (less any amounts thereof applied by Landlord pursuant to this Article 43) shall be returned to Tenant within thirty (30) days after the Expiration Date, the delivery of exclusive possession of the Premises to Landlord in the condition required by this Lease and the performance of all of the other obligations of Tenant to be performed either prior or subsequent to, or as of, the expiration of the Term.

43.4 Reduction of Letter of Credit.

(A) At such time, if any, as all of the following conditions shall exist: (a) [***], (b) Tenant shall be subject to, and complying with, the current and periodic reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, (c) no Event of Default shall have occurred and be continuing and this Lease shall otherwise be in full force and effect, and (d) [***]. Landlord shall inform Tenant promptly of the occurrence of the condition contained in subsection (d) of this Section 43.4. The Issuing Bank for such reduced Letter of Credit must satisfy the ratings and other requirements of Section 43.1 (and, for clarity, without regard to the provisions of Section 43.2(C)). If at any time after a reduction of the Letter of Credit in accordance with this Section 43.4(A), clause (b) hereof is no longer true, then, from and after the date that said clause (b) is no longer true, Tenant shall be required once again to provide a Letter of Credit with a face amount of $200,000,000, subject to reduction in accordance with the terms of Sections 43.4(B) and 43.4(C).
(B) If all of the following conditions shall exist as of February 8, 2024 (the "Initial Reduction Date") and as of each anniversary of February 8, 2024 (each an "Anniversary Date") until the Fixed Expiration Date: (i) Tenant has not been entitled to a reduction of the face amount of the Letter of Credit pursuant to Section 43.4(A) hereof as of such date (or Tenant has been entitled to such reduction but the same has been rescinded as of such date pursuant to the final sentence of Section 43.4(A)), (ii) no Event of Default shall have occurred and be

continuing and this Lease shall otherwise be in full force and effect as of such date, (iii) Tenant has not exercised the Renewal Option pursuant to Article 37 of the Lease (as amended hereby) as of such date, and (iv) with respect to each Anniversary Date, Tenant has reduced the face amount of the Letter of Credit as of the Initial Reduction Date and any prior Anniversary Date pursuant to this Section 43.4(B), then Tenant shall have the annual right to reduce the face amount of the Letter of Credit by the amount of TWENTY MILLION DOLLARS ($20,000,000) as of such date (but in no event shall the face amount of the Letter of Credit be reduced below ONE HUNDRED MILLION DOLLARS ($100,000,000.00) pursuant to this Section 43.4(B)). If, at any time Tenant is entitled to a reduction of the Letter of Credit pursuant to this Section 43.4(B), Tenant shall be providing one or more Letters of Credit from an Issuing Bank described in Section 43.2(C)(i)(b), then only Letters of Credit from any such Issuing Bank shall be the subject of such reduction.

(C) If Tenant has exercised the Renewal Option pursuant to Article 37 of the Lease (as amended hereby) and all of the following conditions shall exist as of February 8, 2034 (the "Renewal Reduction Date") and as of each anniversary of February 8, 2034 (each a "Renewal Anniversary Date") until the last day of the last day of the Renewal Term: (i) Tenant has not been entitled to a reduction of the face amount of the Letter of Credit pursuant to Section 43.4(A) hereof as of such date (or Tenant has been entitled to such reduction but the same has been rescinded as of such date pursuant to the final sentence of Section 43.4(A)), (ii) no Event of Default shall have occurred and be continuing and this Lease shall otherwise be in full force and effect as of such date, and (iii) with respect to each Renewal Anniversary Date, Tenant has reduced the face amount of the Letter of Credit as of the Renewal Reduction Date and any prior Renewal Anniversary Date pursuant to this Section 43.4(C), then Tenant shall have the annual right to reduce the face amount of the Letter of Credit by the amount of TWENTY MILLION DOLLARS ($20,000,000) (but in no event shall the face amount of the Letter of Credit be reduced below ONE HUNDRED MILLION DOLLARS ($100,000,000.00) pursuant to this Section 43.4(C)). If, at any time Tenant is entitled to a reduction of the Letter of Credit pursuant to this Section 43.4(C), Tenant shall be providing one or more Letters of Credit from an Issuing Bank described in Section 43.2(C)(i)(b), then only Letters of Credit from any such Issuing Bank shall be the subject of such reduction."

10. Financial Disclosure Provisions.

The Financial Disclosure Provisions described on Exhibit "7.10" of the Lease are hereby deleted and Exhibit "7.10" attached hereto and made a part hereof are inserted in lieu thereof.

11. Additional Amendments to the Lease.

Landlord and Tenant hereby amend the Lease as follows:

(A) The definition for the term "Condominium" is hereby deleted and the following is substituted in lieu thereof: "Condominium" shall mean the Beacon Court Condominium.

(B) The definition for the term "Condominium Declaration" is hereby deleted and the following is substituted in lieu thereof: "Condominium Declaration" shall mean the Amended and Restated Declaration of Beacon Court Condominium, dated as of February 8, 2005, pursuant to which the ownership of the fee interests in the Land and the Building were submitted to a condominium form of ownership in accordance with Article 9.1(B) of the New York Real Property Law.

(C) The definition for the term "Fixed Expiration Date" is hereby deleted and the following is substituted in lieu thereof: "Fixed Expiration Date" shall mean February 8, 2029.

(D) The definition for the term "Headquarters Space" is hereby deleted and the following is substituted in lieu thereof: "Headquarters Space" shall mean, at any particular time, all of the Rentable Area of the Premises occupied by Bloomberg Parties for the conduct of business, provided that, at such time, no space other than the Premises is identified on the corporate website of the applicable Bloomberg Party as such Bloomberg Party" headquarters in the United States.

(E) The definition for the term "Institutional Lender" is hereby deleted and the following is substituted in lieu thereof: "Institutional Lender" shall mean any of the following (and their Affiliates): a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually, as a trustee, as a servicing agent or in a fiduciary capacity), a private pension fund, a credit union or credit company, an insurance company, a religious, educational or eleemosynary institution, a federal, state or municipal, or other governmental (including foreign), employee welfare, benefit, pension or retirement fund, any governmental agency or entity whose obligations are insured by a governmental agency, any brokerage or investment banking organization (or an Affiliate thereof), whether acting in its own capacity or on behalf of its clients, any real estate mortgage investment conduit, mortgage real estate investment trust or similar investment vehicle, a sovereign wealth fund, a real estate opportunity fund, a money management firm, a real estate debt fund, a pension advisory firm, a mutual fund, or any combination of Persons that would otherwise constitute Institutional Lenders; provided, however, that (i) a Person (other than a real estate mortgage investment conduit or similar investment vehicle) shall not constitute an Institutional Lender for purposes hereof unless such Person (or such Person and its Affiliates) has net assets of at least Two Hundred Fifty Million Dollars ($250,000,000), and (ii) an Institutional Lender shall also include any other Person that is generally recognized in the capital markets as an institutional lender from and after the date hereof."

(F) Clause (vi) of the definition for the term "Major Sublease" is hereby amended by deleting the phrase "Upper Option Space" and substituting in lieu thereof the phrase "the Additional Tower Space" in each instance.

(G) The definition for the term "Major Sublease Unit" is hereby amended by deleting the phrase "(if Tenant has theretofore exercised Tenant" right to lease such Upper Option Space pursuant to Article 36 hereof)" at the end thereof.

(H) The definition for the term "Minimum Square Footage Requirement" is hereby amended by deleting the number "Three Hundred Fifty Thousand (350,000)" and substituting in lieu thereof the number "Four Hundred Fifty-Five Thousand One Hundred Sixteen (455,116)".

(I) The definition for the term "Permitted Deductible Amount" is hereby deleted and the following is inserted in lieu thereof:

"Permitted Deductible Amount" shall mean [***], which amount shall be adjusted on January 1, 2016 and on January 1 of each succeeding year during the Term to reflect any increase in the Consumer Price Index over the Consumer Price Index as of the date of this Amendment, except that "Permitted Deductible Amount" shall mean (x) a reasonable deductible amount with respect to the following risks covered by Tenant's Property Policy and Landlord's Property Policy: Computer Systems Non Physical Damage; Data, Programs or Software; Earthquake; Flood; Wind and Logistics Extra Cost, and (y) [***] per occurrence with respect to any other risks covered by Tenant's Property Policy and Landlord's Property Policy, which amount shall be adjusted on January 1, 2016 and on January 1 of each succeeding year during the Term to reflect any increase in the Consumer Price Index over the Consumer Price Index as of the date of this Amendment.

(J) The definition for the term "Primary Competitor" is hereby amended by adding the following at the end of such definitions: "and (i) with respect to the restrictions set forth in Section 40.1 hereof, (a) any wholly-owned subsidiary of such Person if such subsidiary derives in such subsidiary's most recently ended fiscal year more than fifty percent (50%) of its revenues from a business that is or from businesses that are in competition with Tenant's Core Business, and (b) any other wholly-owned subsidiary of such Person unless, with respect to this clause (b), the Confidentiality Agreement executed by such subsidiary expressly prohibits the disclosure of Tenant's Confidential Financial Information to such Person (as distinguished from such subsidiary) and there are appropriate "firewalls" or other procedures in place, to Tenant's reasonable satisfaction, to prevent the disclosure of Tenant's Confidential Financial Information to such Person by such subsidiary, and (ii) except with respect to the restrictions set forth in Section 40.1 hereof, any wholly-owned subsidiary of such Person if such subsidiary derives in such subsidiary's most recently ended fiscal year more than fifty percent (50%) of its revenues from a business that is or from businesses that are in competition with Tenant's Core Business."

(K) The definition for the term "Regular Competitor" is hereby amended by adding the following at the end of such definitions: "and (i) with respect to the restrictions set forth in Section 40.1 hereof, (a) any wholly-owned subsidiary of such Person if such subsidiary derives in such subsidiary's most recently ended fiscal year more than fifty percent (50%) of its revenues from a business that is or from businesses that are in competition with Tenant's Core Business, and (b) any other wholly-owned subsidiary of such Person unless, with respect to this clause (b), the Confidentiality Agreement executed by such subsidiary expressly prohibits the disclosure of Tenant's Confidential Financial Information to such Person (as distinguished from such subsidiary) and there are appropriate "firewalls" or other procedures in place, to Tenant's reasonable satisfaction, to prevent the disclosure of Tenant's Confidential Financial Information to such Person by such subsidiary, and (ii) except with respect to the restrictions set forth in Section 40.1 hereof, any wholly-owned subsidiary of such Person if such subsidiary derives in such subsidiary's most recently ended fiscal year more than fifty percent (50%) of its revenues from a business that is or from businesses that are in competition with Tenant's Core Business."

(L) The definition for the term "Rentable Area" is hereby deleted and the following is inserted in lieu thereof:

"Rentable Area" shall mean (x) with respect to a particular floor area of the Premises (other than the Additional Space), the product obtained by multiplying (a) the Usable Area of such floor area, by (b) 1.3157895, and (y) with respect to a particular floor area of the Additional Space, the product obtained by multiplying (i) the Usable Area of such floor area, by (ii)1.36986301.

(M) Section 2.1 of the Lease is hereby modified by adding the phrase", and the Storage Space may only be used for storage purposes" at the end of the first sentence.

(N) Section 2.2(B)(viii) of the Lease is hereby modified by adding the phrase "and a medical center exclusively serving Tenant and other Permitted Occupants" at the end of such clause.

(O) Section 2.3(C) is hereby deleted in its entirety and the following is inserted in lieu thereof:

"(C) Subject to the terms of this Section 2.3(C), Tenant shall have the right to use (and to permit other Permitted Occupants to use), during the Term, in common with other occupants of the Building, the portion of the lobby of the Building shown on Exhibit "2.3" attached hereto and made a part hereof (such portion of the lobby being referred to herein as the "Building Lobby"). Tenant shall have the right to use the Building Lobby as contemplated by this Section 2.3(C) for the purpose of gaining access to, and egress from, the elevators serving the portion of the Premises (i) on Lower Level 2 and the sixth (6th) and twentieth (20th) floor of the Building, and (ii) that constitutes Additional Tower Space. During the period that Bloomberg Party is Tenant hereunder and Bloomberg Parties occupy as Headquarters Space the Entire Premises, Tenant shall also have the right to use, on an exclusive basis, the existing reception desk and/or concierge desk located in the Shared Lobby Area as shown on Exhibit

"2.3" attached hereto and made a part hereof (such reception desk and concierge desk being referred to herein as the "Lobby Desk") in connection with Tenant's use of the Premises for purposes permitted hereunder, provided that Landlord shall have the right to maintain an employee of Landlord or the Condominium at the Lobby Desk for the purpose of accessing the control panel to the Building's Class E system. During the period that Bloomberg Party is Tenant hereunder, and Bloomberg Parties occupy as Headquarters Space at least One Hundred Fifty Thousand (150,000) square feet of the Rentable Area that is demised by this Lease, (x) Tenant shall have the right to use, on a non-exclusive basis, the Building Lobby to install and maintain security equipment in accordance with the terms and subject to the conditions of Article 3 hereof, and for other uses that are consistent with the Tenant's use of the Premises for Headquarters Space, provided each such use conforms to the Building Standard, and (y) Tenant shall also have the right to use, on a non-exclusive basis, a portion of the Lobby Desk that is commensurate with Tenant's occupancy of the Rentable Area demised by this Lease in connection with Tenant's use of the Premises for purposes permitted hereunder. If Tenant so uses the Lobby Desk on an exclusive basis, then Tenant, at Tenant's expense, shall operate, clean, maintain and repair the Lobby Desk in accordance with the Building Standard. If Tenant (or another Permitted Occupant) so uses the Building Lobby, then (i) Tenant shall have the right to list on the building directory located in the Building Lobby (if any) the names of the occupants of the portions of the Premises that are so serviced by the Building Lobby, and (ii) Landlord shall have the right to include in Operating Expenses a pro-rata share of the cost of operating, cleaning, maintaining and repairing the Building Lobby. During the period that Tenant is not using the Lobby Desk on an exclusive basis, Landlord shall also have the right to include in Operating Expenses a pro-rata share of the cost of operating, cleaning, maintaining and repairing the Lobby Desk. Landlord shall not unreasonably withhold, condition or delay Landlord's approval of Alterations that Tenant proposes to make to the Exclusive Lobby Area, at Tenant's sole cost and expense, to diminish the area thereof (and increase correspondingly the area of the Building Lobby) so that the applicable Mid Rise Office Elevators open into the Building Lobby rather than the Exclusive Lobby Area (with the understanding that Tenant shall otherwise perform any such Alterations in accordance with the terms of Article 3 hereof). Either party shall have the right to submit a dispute between the parties that arises under this Section 2.3(C) to an Expedited Arbitration Proceeding."

(P) Section 10.1(D) of the Lease is hereby amended by deleting the number "Three Hundred Fifty Thousand (350,000)" and substituting in lieu thereof the number "Four Hundred Fifty-Five Thousand One Hundred Sixteen (455,116)".

(Q) The first two (2) sentences of Section 2.9 of the Lease are hereby deleted and the following clause is hereby substituted therefor:

"Subject to the terms of this Section 2.9, Landlord hereby consents to Tenant's installing and maintaining fuel lines, electrical lines, telecommunications lines, exhaust ducts and flues and/or other similar lines, ducts, and conduits

(collectively, the "Risers") in the shaft locations shown on Exhibit "2.9" attached hereto and made a part hereof, all at no additional charge to Tenant."

(R) The following is hereby added as a new Section 2.13 of the Lease:

"Section 2.13. Subject to the terms of this Section 2.13, during any period of time that Tenant meets the Minimum Square Footage Requirement and after thirty (30) days of advance notice from Tenant to Landlord, Tenant shall have the right to have up to twelve (12) of its employees use the fitness center on the twenty-ninth (29th) floor of the Building (the "Fitness Center") in accordance with the rules and regulations established therefor pursuant to the documents of the Condominium that govern such use. An employee of Tenant shall not be permitted to use the Fitness Center unless such employee enters into a contract (a "Fitness Center Contract") with the board of managers of the portion of the Condominium that is comprised of various residential units (such portion of the Condominium, the "Residential Unit"). The use of the Fitness Center (including the fees payable for such use of the Fitness Center, which fees shall be in keeping with the fees charged by owners or operators of fitness centers in first-class office Buildings in midtown Manhattan) by an employee of Tenant shall be governed by such employee's Fitness Center Contract. Landlord and Tenant acknowledge and agree that no more than twelve (12) Fitness Center Contracts may be in effect at any time, with the understanding, however, that Tenant shall have the right to have an employee of Tenant use the Fitness Center in accordance with this Section 2.13 in replacement of another employee who has terminated his or her Fitness Center Contract pursuant to the terms thereof."

(S) The following is hereby added as a new Section 2.14 of the Lease:

"Section 2.14. Tenant, at Tenant's cost and expense, shall have the right to continue to bring gas service to the Premises by directly contracting with the applicable utility company using the gas lines currently being utilized by Tenant to obtain such service that run from Lower Level 3 of the Building to Lower Level 2 of the Building and the seventh (7th) floor of the Third Avenue Building. Tenant shall pay directly to the utility company the cost of such gas. Tenant, at Tenant's expense, shall make any additional installations (subject the provisions of Article 3 hereof) that are required for Tenant to obtain gas from the applicable utility company and shall comply with all applicable Requirements in connection therewith. Tenant shall not have the right to make such additional installations if Landlord reasonably believes that such installations would materially interfere with or interrupt the operation and maintenance of the Building or the use and occupancy of the Building by other tenants in the Building. Landlord shall not be required to maintain or repair during the Term any installations that exist in the Premises with respect to such gas service, provided that the foregoing shall not be deemed to limit Landlord's other obligations set forth in Article 4 hereof. Subject to the terms of this Section 2.14, Landlord, at no cost to Landlord, shall reasonably cooperate with Tenant in connection with Tenant's obtaining such direct service. Tenant acknowledges that Landlord makes no representation or

warranty that gas service shall continue to be available for the Premises, and, accordingly, this Lease and the obligation of Tenant to pay Rental hereunder and to perform all of Tenant's other covenants shall not be affected, impaired or excused by reason of the unavailability of gas service to the Building. Tenant also acknowledges that Landlord shall not be liable to Tenant for any failure or defect in the supply or character of such gas service that is furnished to the Building, except to the extent resulting from Landlord's negligence or wilful misconduct. Nothing contained herein shall be deemed to modify Landlord's obligations under Section 27.5 hereof."

(T) The following is hereby added as a new Section 2.15 of the Lease:

"Section 2.15. Subject to this Section 2.15, Tenant shall have the right to tap-in to the low-pressure steam system for the Building at the main steam riser on each floor of the Building where the Premises are located for steam service for the Premises, to the extent steam is then available. Tenant shall not have the right to tap-in to such low-pressure steam system if, at such time, the Residential Unit owners in the Building would not have sufficient steam available to them by virtue of Tenant's use of such steam. If Tenant elects to have such access and such access does not adversely affect the Residential Unit owners as aforesaid, then Landlord shall not be required to make any installations in the Premises to distribute such steam within the Premises. Landlord shall not be required to maintain or repair during the Term any installations that exist in the Premises to distribute steam within the Premises. Tenant's use of steam shall be measured by a meter installed by Tenant at Tenant's expense (which meter shall measure exclusively the steam to be provided to the Premises in accordance with the provisions of this Section 2.15) and Tenant shall pay to Landlord on a monthly basis, as additional rent (the "Steam Additional Rent"), an amount equal to one hundred percent (100%) of the actual charges that Landlord pays to the applicable utility company in connection with providing such steam to Tenant, as measured by such meter. Tenant shall pay the Steam Additional Rent to Landlord on or prior to the thirtieth (30th) day after the date that Landlord gives to Tenant an invoice therefor, which shall be accompanied by Landlord's calculation of the Steam Additional Rent and Landlord's meter readings upon which such calculations are based. Tenant and its authorized representative may have access to such meter from time to time during the Term for the purpose of verifying Landlord's meter readings. Tenant shall have the right to object to Landlord's calculation of the Steam Additional Rent by giving Landlord notice of any such objection on or prior to the sixtieth (60th) day after the date that Landlord gives Tenant the applicable invoice for the Steam Additional Rent. Either party shall have the right to submit a dispute regarding the Steam Additional Rent to an Expedited Arbitration Proceeding."

(U) Section 3.1(B)(6) of the Lease is hereby amended by deleting "One Million Dollars ($1,000,000)" and substituting in lieu thereof "Five Million Dollars ($5,000,000)".

(V) Section 3.1(B)(8) of the Lease is hereby amended by adding the following at the end thereof:

"Landlord hereby approves the contractors, subcontractors or mechanics listed on Exhibit "3.1(B)" attached hereto and made a part hereof as the date hereof; provided, however, Landlord may remove any contractor, subcontractor or mechanic from such list if Landlord has a reasonable basis for such removal on no less than thirty (30) days of prior notice to Tenant, provided that Landlord may not remove any contractor, subcontractor or mechanic from such list during the period that such contractor, subcontractor or mechanic is performing Alterations pursuant to Article 3 hereof."

(W) The following is hereby added at the end of Section 3.1(C)(4) of the Lease:

"Landlord and Tenant hereby acknowledge and agree that the internal staircase between the 21st and 29th floors of the Building and the related fire doors are Specialty Alterations that Landlord has the right to require Tenant to remove upon the expiration or earlier termination of the Term."

(X) Section 3.11 of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"Section 3.11. Landlord and Tenant acknowledge that for federal, state and local income tax purposes that Tenant shall own and depreciate all Alterations made by Tenant after the date hereof, whether or not paid for with any tenant improvement allowance. Landlord and Tenant shall not take positions for federal, state and local income tax purposes that are inconsistent with this Section 3.11. For the avoidance of doubt, neither party shall be deemed to be in violation of this provision to the extent such party took a position inconsistent with the first sentence of this Section 3.11 prior to the date hereof."

(Y) The following is hereby added as new Section 3.13:

"Section 3.13. If (x) any asbestos or asbestos-containing materials are located in the Premises, and (y) applicable Requirements mandate that such asbestos or asbestos-containing materials be abated in connection with any Alterations proposed by Tenant, then Landlord, at Landlord's expense, shall promptly perform such abatement, with reasonable diligence, in accordance with good construction practice and in compliance with all applicable Requirements, except that Landlord shall not be required to remove any asbestos or asbestos-containing materials to the extent that such asbestos or asbestos-containing materials are installed in the Premises by Tenant, or any other Person claiming by, through or under Tenant."

(Z) Section 7.13 of the Lease is hereby deleted in its entirety.

(AA) Section 9.2, Section 9.3 and Section 9.4 of the Lease are hereby deleted in their entirety and the following is hereby substituted therefor: "Section 9.2 Tenant shall obtain and keep in full force and effect (i) an "all risk" insurance policy for the Tenant Restoration Items in an amount equal to one hundred percent (100%) of the replacement value thereof (the insurance policy described in this clause (i) being referred to herein as "Tenant's Property Policy"), (ii) a policy of commercial general liability and property damage insurance on an occurrence basis, with contractual liability coverage for insured contracts covering premises/operations, products/completed operations and personal/advertising injury (the policy described in this clause (ii) being referred to herein as "Tenant's Liability Policy"), and (iii) an "all risk" insurance policy for Tenant's Property in an amount equal to one hundred percent (100%) of the replacement value thereof (the insurance policy described in this clause (iii) being referred to herein as "Tenant's Personal Property Policy"). The deductible under each of Tenant's Liability Policy, Tenant's Property Policy and Tenant's Personal Property Policy shall not exceed the Permitted Deductible Amount. Landlord shall reasonably cooperate with Tenant and its insurance company in the adjustment of any claims with the issuer of Tenant's Property Policy for any damage to the Tenant Restoration Items. Tenant's Property Policy, Tenant's Personal Property Policy and Tenant's Liability Policy shall provide that Tenant is named as the insured. Landlord, Landlord's managing agent, the Condominium Association (and the individual members of the Board of Managers and any Subordinate Board of Managers), the managing agent for the Condominium Association, and any Lessors and any Mortgagees (whose names have been furnished to Tenant) shall be added as additional insureds, as their respective interests may appear, with respect to Tenant's Liability Policy. Tenant shall cause a Mortgagee to be named as a mortgagee under Tenant's Property Policy promptly after Landlord's request from time to time, and provide Landlord with reasonable evidence that such Mortgagee has been so named under Tenant's Property Policy. Tenant's Liability Policy shall provide primary coverage for the Persons required to be named as additional insureds pursuant to this Section 9.2. Any insurance or self-insurance maintained by the additional insureds shall be excess and non-contributory. Tenant shall have the right to obtain Tenant's Property Policy and Tenant's Personal Property Policy using the same insurance policy, provided that such policy otherwise complies with the requirements set forth in this Article 9. Tenant's Liability Policy shall contain a provision that the policy shall provide to Landlord, Landlord's managing agent, the Condominium Association at least thirty (30) days of prior written notice of cancellation has been given to Landlord and such other Persons, which notice shall contain the policy number and the names of the insured and additional insureds, except that such thirty (30) day period shall be reduced to ten (10) days in respect of a cancellation that derives from Tenant's failure to pay the premium for such policy when due. Upon receipt by Tenant of any notice of cancellation or any other notice from the issuer of Tenant's Liability Policy or Tenant's Property Policy which may adversely affect the coverage of the insureds thereunder below what is required herein, Tenant shall immediately deliver to Landlord a copy of such notice. The

minimum amounts of liability under the Tenant's Liability Policy shall be a limit with respect to each occurrence in an amount of [***] for bodily injury (or death), personal/advertising injury and damage to property, which amount, at Landlord's request, shall be increased from time to time (but not more frequently than once in any particular period of three (3) years) to that amount of insurance which is then being customarily required by prudent landlords of office buildings that comply with the Building Standard. All insurance required to be carried by Tenant pursuant to the terms of this Lease (other than Tenant's Personal Property Policy) shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "A" and a financial rating of at least "X". Tenant shall have the right to satisfy Tenant's obligation to carry insurance as described in this Section 9.2 with blanket or umbrella insurance policies. Landlord shall have the right to require that the issuer of Tenant's Property Policy pay any proceeds thereof to an independent trustee or depository that is reasonably designated by a Mortgagee and that has net assets of not less than [***] by giving notice thereof to Tenant (any such trustee or depository designated by a Mortgagee being referred to herein as the "Proceeds Depository"); provided, however, that Landlord shall not have the right to require Tenant to deposit such proceeds with a Proceeds Depository unless the Mortgagee constitutes an Institutional Lender that is not an Affiliate of Landlord. Tenant, in all cases, shall have the right to retain the proceeds of Tenant's Personal Property Policy. Tenant shall have the right to name itself (or any other Person) as loss payee for purposes of Tenant's Property Policy prior to the date that Landlord gives such notice to Tenant (in which case any proceeds of Tenant's Property Policy that are collected by Tenant or such other Person shall be held in trust and applied in accordance with the terms hereof). If Landlord gives such notice to Tenant, then Tenant shall cause Tenant's Property Policy to name the Proceeds Depository as loss payee. If (i) Landlord gives such notice to Tenant, and (ii) this Lease terminates by reason of the applicable fire or other casualty, then Landlord shall cause the Proceeds Depository to disburse such proceeds as provided in Section 9.6(B) hereof. If (x) Landlord gives such notice to Tenant, and (y) this Lease does not terminate by reason of the applicable fire or other casualty, then Landlord shall cause the Proceeds Depository to disburse such proceeds to Tenant, from time to time as Tenant's restoration work progresses, in accordance with customary and reasonable procedures therefor as designated by the Mortgagee; provided, however, that Landlord shall cause the Proceeds Depository to disburse such proceeds to Tenant promptly after the Proceeds Depository's receipt thereof if the aggregate amount of such proceeds arising out of a particular fire or other casualty is less than [***]. Either party shall have the right to submit to an Expedited Arbitration Proceeding any dispute between the parties regarding the identity of the Proceeds Depository or the

aforesaid procedures designated by the Proceeds Depository for the disbursement of such proceeds.

Section 9.3 Landlord shall obtain and keep in full force and effect, and/or cause the Condominium Association to obtain and keep in full force and effect, (x) insurance against loss or damage by fire and other casualty to the Landlord Restoration Items (other than foundations and footings), as may be insurable under then available standard forms of "all risk" insurance policies, in an amount equal to one hundred percent (100%) of the replacement value thereof (with a deductible in an amount not to exceed the Permitted Deductible Amount), and (y) insurance against rental loss deriving from a fire or other casualty described in clause (x) above in an amount that is reasonably expected to cover thirty-six (36) months of rental loss from the Premises (the insurance described in clause (x) and clause (y) above being collectively referred to herein as "Landlord's Property Policy"). Tenant shall reasonably cooperate with Landlord, the Condominium Association, and their respective insurance companies in the adjustment of any claims for any damage to the Landlord Restoration Items. Landlord shall obtain and keep in full force and effect during the Term a valid and enforceable policy ("Landlord's Liability Policy") of commercial general liability insurance on an occurrence basis, with contractual liability coverage for insured contracts covering premises/operations, products/completed operations and personal/advertising injury. Landlord's Liability Policy and Landlord's Property Policy shall be issued by reputable and independent insurers permitted to do business in the State of New York, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "A" and a financial rating of at least "X". The minimum amount of liability covered by Landlord's Liability Policy shall be a limit with respect to each occurrence in the amount of [***] for bodily injury (or death), personal/advertising injury and damage to property, which minimum amount shall be subject to reasonable and customary increases from time to time (but not more frequently than once in any particular period of three (3) years) to that amount of insurance which is then being carried by prudent landlords of office buildings that comply with the Building Standard. The deductible under Landlord's Liability Policy shall not exceed the Permitted Deductible Amount. Landlord shall name Tenant and Affiliates of Tenant that occupy the Premises and of which Tenant gives notice to Landlord as an additional insured on Landlord's Liability Policy. Landlord's Liability Policy shall contain a provision that the policy shall provide to Tenant at least thirty (30) days of prior written notice of cancellation has been given to Tenant, which notice shall contain the policy number and the names of the insured and additional insureds, except that such thirty (30) day period shall be reduced to ten (10) days in respect of a cancellation that derives from Landlord's failure to pay the premium for such policy when due. Upon receipt by Landlord of any notice of cancellation or any other notice from the issuers of Landlord's Property Policy or Landlord's Liability Policy which may adversely affect the coverage of the insureds under such policy of insurance below what is

required herein, Landlord shall immediately deliver to Tenant a copy of such notice.

Section 9.4 On or prior to the First Commencement Date, Tenant shall deliver to Landlord appropriate certificates of insurance, including copies of additional insured endorsements (blanket endorsements are acceptable) and evidence of waivers of subrogation required pursuant to Section 10.3 hereof, required to be carried by Tenant pursuant to this Article 9. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord prior to the expiration of such policy. On or prior to the First Commencement Date, Landlord shall deliver to Tenant appropriate certificates of insurance, including evidence of waivers of subrogation required pursuant to Section 10.3 hereof, required to be carried by Landlord pursuant to this Article 9. Evidence of renewal or replacements of a policy shall be delivered by Landlord to Tenant prior to the expiration of such policy."

(BB) The definition of "Rent Per Square Foot" in Section 12.7(B)(2) of the Lease is hereby modified by adding the following at the end thereof:

"(iv) with respect to the Additional Space, the sum of (I) the quotient obtained by dividing (A) the Fixed Rent due hereunder in respect of the Additional Space at such time, by (B) the number of square feet of Rentable Area comprising the Additional Space, and (II) the Escalation Rent Per Square Foot.

(v) with respect to the Additional Option Space, the sum of (I) the quotient obtained by dividing (A) the Fixed Rent due hereunder in respect of the Additional Option Space at such time, by (B) the number of square feet of Rentable Area comprising the Additional Option Space, and (II) the Escalation Rent Per Square Foot."

(CC) The definition of "Applicable Terms" in Section 12.11 of the Lease is hereby modified by adding the phrase "or the Additional Option Space" after the phrase "any Lower Option Space or any Upper Option Space" in clause (iv) thereof.

(DD) Clause (v) of Section 12.13 of the Lease is hereby modified by adding the phrase "or for as long as a Bloomberg Party is Tenant hereunder, such Permitted Person is owned, controlled or funded by the Bloomberg Foundation or Michael Bloomberg" at the end of such clause.

(EE) Section 13.1 of the Lease is hereby amended by adding the phrase "or pursuant to Section 13.5 hereof" after the phrase "pursuant to Section 13.3 hereof."

(FF) Landlord and Tenant acknowledge that Tenant is obtaining electricity to the Additional Space by submeter as contemplated by clause (GG) of this Section 11 in lieu of obtaining electricity directly from the utility company serving the Building. Accordingly, Section 13.2 and Section 13.3 of the Lease are hereby amended by adding the phrase"(other than the Additional Space)" after the words "the Premises" in each instance.

(GG) The following is hereby added as a new Section 13.5, Section 13.6 and Section 13.7 of the Lease:

"Section 13.5.

(A) Subject to the terms of this Article 13, Landlord shall provide to the Additional Space, for Tenant's use, one thousand eight hundred twenty-five (1,825) amps at four hundred sixty (460) volts of electrical capacity (exclusive of the electrical capacity that is required to operate the HVAC Systems and Tenant's supplemental HVAC systems) (such electrical capacity being referred to herein as the "Base Electrical Capacity"). Tenant, during the Term, shall use electricity in the Additional Space only in such manner that complies with the requirements of the utility company. Tenant shall not permit the demand for electricity in the Additional Space to exceed the Base Electrical Capacity. Tenant shall have the right to perform Alterations (in accordance with Article 3 hereof) to allocate the Base Electrical Capacity within the Additional Space as Tenant desires (with the understanding, however, that Tenant shall not have the right to perform Alterations to unreasonably allocate the Base Electrical Capacity from a portion of the Additional Space in respect of which Tenant then has a reasonable expectation will constitute Recapture Space or Subleasehold Assignment Space). Tenant shall not use any electrical equipment which, in Landlord's reasonable judgment, would result in Tenant's use of electricity exceeding the Base Electrical Capacity (excluding any demand relating to the HVAC Systems and Tenant's supplemental HVAC systems). If (x) in Landlord's reasonable judgment, Tenant's use of electricity exceeds the Base Electrical Capacity, and (y) Landlord gives Tenant notice thereof, then Tenant, within five (5) Business Days after Landlord gives such notice, shall either (i) cease such use of such excess capacity, or (ii) request that Landlord make available to Tenant additional electrical capacity (specifying the amount of additional capacity that Tenant reasonably requires).

(B) Landlord shall arrange with a utility company to provide electricity for the Building. Landlord shall consider utilizing efforts to purchase electricity from providers of electricity generated by alternative, "renewable" or "sustainable" sources. Landlord shall not be liable to Tenant for any failure or defect in the supply or character of electricity furnished to the Building, except to the extent that such failure or defect results from the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord shall not be required to make any installations in the Additional Space to distribute electricity within the Additional Space. If Landlord elects to solicit bids for electricity to the Building from energy providers other than the utility company, then Tenant shall have the right to require Landlord to solicit bids from any reliable energy providers suggested by Tenant, it being understood that Landlord has no obligation whatsoever to award the contract to the energy provider or energy providers suggested by Tenant. Landlord shall pass on to Tenant a proportionate share of any tax savings on the electricity charges for the Building for which Landlord has qualified based on the amounts incurred by Tenant in installing equipment or taking other measures required to obtain such tax savings

as compared to the total cost incurred by Landlord and the other tenants and occupants of the Building to obtain such tax savings. Landlord, at no cost to Landlord, shall reasonably cooperate with Tenant in Tenant's efforts to obtain rebates or discounts for electricity from the utility company or other reputable provider by virtue of Tenant's installation in the Additional Space of energy-saving fixtures or equipment. Tenant shall receive (either by payment from Landlord to Tenant or by virtue of a discernible credit shown on an invoice or invoices received by Landlord from the utility company or other reputable provider) any rebates or discounts granted by the utility company or other reputable provider by virtue of Tenant's installation in the Additional Space of any such energy-saving fixtures or equipment. Tenant shall not be entitled to any benefits or rebates granted to another tenant or occupant in the Building solely by virtue of such tenant or occupant's installation of energy-saving fixtures or equipment to the extent Tenant has not shared in the cost to install such equipment.

Section 13.6.

(A) Subject to the provisions of this Section 13.6, Landlord shall measure Tenant's consumption of electricity in the Additional Space using submeters that have heretofore been installed by Landlord, at Landlord's cost and expense. Landlord, at Landlord's cost and expense, shall maintain the submeters in the Additional Space. If, at any time during the Term, Tenant performs Alterations that require modifications to the aforesaid submeter or submeters that Landlord installs, or that require a supplemental submeter or supplemental submeters, then Landlord shall perform such modification, or the installation of such supplemental submeter or submeters, at Tenant's cost, as part of the applicable Alteration. Upon reasonable oral notice from Tenant from time to time, Landlord shall grant Tenant access to the submeters for purposes of Tenant's verifying Landlord's submeter readings.

(B) Tenant shall pay to Landlord, as additional rent, with respect to a particular period, an amount (the "Electricity Additional Rent") equal to one hundred three percent (103%) of the charge imposed by the utility company or other reputable provider for the Base Electrical Capacity (including, without limitation, energy charges, demand charges, all applicable surcharges, time-of-day charges, fuel adjustment charges, rate adjustment charges, taxes and any other factors used by the utility company in computing its charges to Landlord) actually utilized by Tenant with the understanding that the Electricity Additional Rent shall be calculated based on meter readings.

(C) Landlord shall give Tenant an invoice for the Electricity Additional Rent on a monthly basis, which invoice shall have annexed thereto a copy of the applicable invoice from the utility company or other reputable provider and the calculation of the aggregate amount set forth on such invoice. Tenant shall pay the Electricity Additional Rent to Landlord on or prior to the thirtieth (30th) day after the date that Landlord gives to Tenant each such invoice.

Tenant shall not have the right to object to Landlord's calculation of the Electricity Additional Rent unless Tenant gives Landlord notice of any such objection on or prior to the sixtieth (60th) day after the date that Landlord gives Tenant the applicable invoice for the Electricity Additional Rent. If Tenant gives Landlord a notice objecting to Landlord's calculation of the Electricity Additional Rent, as aforesaid, then Tenant shall have the right to review Landlord's submeter readings and Landlord's calculation of the Electricity Additional Rent, at Landlord's offices or, at Landlord's option, at the offices of Landlord's managing agent, in either case at reasonable times and on reasonable advance notice to Landlord. Either party shall have the right to submit a dispute regarding the Electricity Additional Rent to an Expedited Arbitration Proceeding.

(D) Subject to the terms of this Section 13.6(D), Tenant, at any time during the Term, shall have the right to make arrangements to obtain electricity directly from the utility company or, at Tenant's option, from any other reputable provider (including, without limitation, providers of electricity generated by alternative, "renewable" or "sustainable" energy sources), by giving notice thereof to Landlord. If Tenant makes the election as described in this Section 13.6(D), then (i) Tenant, at Tenant's cost, shall make arrangements to obtain electricity directly from the utility company or such other provider, as the case may be, (ii) Landlord, at Tenant's cost, shall perform all the work necessary to relocate the corresponding base building electrical feeders for the purpose of incorporating the electrical power for the bus duct providing power to the Additional Space into the dedicated switch boards providing direct electrical service to the Initial Premises, and Tenant shall pay Landlord all costs incurred by Landlord in connection therewith, within thirty (30) days after receipt of an invoice therefor from Landlord, with the understanding, however, that (x) Landlord may elect not to perform such work if Landlord reasonably determines that performing such work is not commercially feasible, and (y) Landlord , at Tenant's cost, may employ contractors or labor at so-called overtime or other premium pay rates if necessary to prevent the performance of such work from interfering with or interrupting the operation and maintenance of the Building or the use and occupancy of the Building by other tenants in the Building, (iii) Tenant shall pay all actual costs that Landlord incurs in connection with Landlord's doing the work necessary to supply electrical power from the Building Systems to the Fitness Center and the commercial property management office and the residential property management office located on the twenty-ninth (29th) floor of the Building, within thirty (30) days after receipt of an invoice therefor from Landlord, and (iv) from and after the date on which such direct electricity service is provided to Tenant, Tenant shall not be obligated to pay to Landlord the Electricity Additional Rent as described in this Article 13. Tenant shall make any installations that are required to accomplish Tenant's obtaining electricity directly from the utility company or such other provider in accordance with the provisions of Article 3 hereof (as if such installations constituted an Alteration hereunder), it being agreed that Tenant shall have the right to use the electrical facilities that then exist in the Building to obtain such direct electric service (without Landlord having any liability or obligation to Tenant in connection therewith). Nothing contained in this

Section 13.6(D) gives Tenant the right to use any portion of the Building (except as otherwise set forth in this Lease). Landlord, at no cost to Landlord, shall reasonably cooperate with Tenant in connection with Tenant's obtaining such direct service.

Section 13.7.

(A) If Landlord is required by any Requirement to discontinue furnishing electricity to the Additional Space as contemplated hereby, then this Lease shall continue in full force and effect and shall be unaffected thereby, except that from and after the effective date of any such Requirement, (x) Landlord shall not be obligated to furnish electricity to the Additional Space, and (y) Tenant shall not be obligated to pay to Landlord the charges for electricity with respect to the Additional Space as described in this Article 13.

(B) If Landlord discontinues furnishing electricity to the Additional Space pursuant to a Requirement, then Tenant shall use Tenant's diligent efforts to obtain electricity for the Additional Space directly from the utility company or, at Tenant's option, any other reputable provider. Tenant shall pay directly to the utility company the cost of such electricity. Tenant shall have the right to use the electrical facilities that then exist in the Building to obtain such direct electric service (without Landlord having any liability or obligation to Tenant in connection therewith except to the extent of the negligence or willful misconduct of Landlord, its employees, agents or contractors). Nothing contained in this Section 13.7(B) shall permit Tenant to use electrical capacity in the Additional Space that exceeds the Base Electrical Capacity (excluding any demand relating to the HVAC Systems). Tenant, at Tenant's expense, shall make any additional installations that are required for Tenant to obtain electricity from the utility company. Landlord shall reasonably cooperate with Tenant in connection with Tenant's obtaining such direct service.

(C) Landlord shall not discontinue furnishing electricity to the Additional Space as contemplated by this Section 13.7 (to the extent permitted by applicable Requirements) until Tenant obtains electric service directly from the utility company or such other provider."

(HH) Section 16.1(B) of the Lease is hereby deleted in its entirety and the following is hereby substituted therefor:

"(B) (1) if the entire Premises become abandoned for sixty (60) days (it being understood that Tenant's mere vacating of the Premises shall not constitute an Event of Default); or;

(2) Tenant fails to provide the Letter of Credit within the time period set forth in Section 43.1(A) hereof; or

(3) (a) if Landlord presents the Letter of Credit for payment in accordance with the terms hereof, (b) the issuer thereof fails to make payment thereon in

accordance with the terms thereof, and (c) either Tenant or such issuer fails to make such payment to Landlord within five (5) days after the date that Landlord gives Tenant notice of such failure of such issuer; or

(4) An Event of Default as described in Section 43.2(E)."

(II) Section 26.3(A) of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"(A) Subject to the terms of this Section 26.3, (i) Tenant (but not Landlord) shall be eligible to institute a tax reduction or other proceedings to reduce the Assessed Valuation for the Premises (other than the Additional Tower Space) with respect to any Tax Year which occurs in its entirety during the Tenant Protest Period, (ii) Tenant (but not Landlord) shall be eligible to institute a tax reduction or other proceedings to reduce the Assessed Valuation for the Additional Tower Space with respect to any Tax Year which occurs in its entirety during the period commencing on July 1, 2016 and ending on the last day of the Tenant Protest Period, (iii) Landlord (but not Tenant) shall be eligible to institute such proceedings to reduce the Assessed Valuation for (x) the Premises (other than the Additional Tower Space) with respect to any Tax Year which occurs (in part or in its entirety) during the Joint Protest Period, (y) the Additional Tower Space with respect to any Tax Year prior to and including on the Tax Year commencing on July 1, 2015, and (z) the Additional Tower Space with respect to any Tax Year which occurs (in part or in its entirety) during the two (2) year period succeeding the Tenant Protest Period (or such shorter period as may result if the Tenant Protest Period recommences following Tenant's exercise of the Renewal Option), and (iv) Landlord (but not Tenant) shall be eligible to institute such proceedings to reduce the Assessed Valuation for the Premises with respect to any Tax Year which occurs in its entirety during the Landlord Protest Period. Landlord may institute and settle, without any notice to or consent from Tenant, a tax protest or a tax certiorari proceeding for the Additional Tower Space in respect of any Tax Year which occurs in its entirety or in part prior to July 1, 2016, provided that Landlord may not settle any such proceeding for the Tax Year commencing on July 1, 2015 without the prior consent of Tenant, which consent may not unreasonably withheld, delayed or conditioned."

(JJ) Section 26.4(C)(2) of the Lease is hereby amended by deleting "ten percent (10%)" therein and substituting in lieu thereof "seven and one-half percent (7.5%)".

(KK) The following is hereby added at the end of Section 27.1 of the Lease:

"Subject to the terms of the Lease, Landlord and Tenant hereby acknowledge that, as of the date hereof, (x) Tenant has exclusive use of the passenger and freight elevators servicing the Basic Premises as shown on the diagram attached hereto and made a part hereof as Exhibit "27.1", and (y) such diagram also shows the other passenger and freight elevators in the Building and lists the floors in the Building (including the Additional Space) that such elevators service."

(LL) Section 27.2 of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"Section 27.2.

(A) Subject to Article 22 hereof, Landlord shall operate (or shall cause the Condominium Association to operate) at all times the HVAC System that Landlord is installing as part of the Work, as set forth in the Work Exhibit.

(B) Subject to the terms of Section 27.5 hereof and this Section 27.2, Landlord shall operate the HVAC Systems to provide HVAC at the perimeter of (x) the portion of the Premises from (and including) the twenty-first (21st) floor of the Building to (and including) the twenty-sixth (26th) floor of the Building, and (y) the Storage Space (such space described in clauses (x) and (y) is collectively referred to herein as the "HVAC Premises") that satisfies, at a minimum, the specifications set forth on Exhibit "27.2" attached hereto and made a part hereof. Landlord shall not be required to make any installations in the HVAC Premises to distribute HVAC within the HVAC Premises. Landlord shall have no liability to Tenant if Landlord cannot meet the HVAC specifications set forth on Exhibit "27.2" attached hereto if such failure is caused by virtue of Tenant's failure to keep closed the curtains, blinds, shades or screens that Tenant installs on the windows of the HVAC Premises in accordance with the terms hereof to the extent reasonably necessary to reduce the interference of direct sunlight with the operation of the HVAC Systems.

(C) Landlord shall operate the HVAC Systems serving the HVAC Premises at all times. Landlord shall also operate the base building fin tubed perimeter heating system throughout the Premises, including the portion of the Premises from the twenty-seventh (27th) floor of the Building to the twenty-ninth (29th) floor of the Building.

(D) Landlord and Tenant acknowledge that Tenant is obtaining HVAC for the remaining portion of the Additional Space (*i.e.*, the Additional Space other than the HVAC Premises) from a supplemental HVAC system installed by Tenant prior to the date hereof in addition to the base building fin tubed perimeter heating system described in Section 27.2(B) hereof. Tenant shall pay, as part of Operating Expenses, all of the costs of the chilled water, electricity, or any other utilities used in connection with such HVAC system and any of Tenant's other supplemental HVAC systems serving any portion of the Premises and all costs associated with maintaining, repairing, operating and managing all of Tenant's supplemental HVAC systems, including without limitation, professional fees and expenses (such as, for example, fees of engineers, architects, project managers, and other similar consultants that provide services relating to the maintenance repair, operation or management of Tenant's supplemental HVAC systems)."

(MM) Section 35.2 of the Lease is hereby amended by adding the following at the end thereof:

"In consideration of the covenants and agreements of Landlord contained herein, Tenant agrees to look solely to Landlord to enforce Landlord's obligations hereunder and shall not seek any damages against the owners of the other Condominium units that do not include any portion of the Premises (including the owners of any new or re-constituted Condominium units following Landlord's exercise of Landlord's right to consummate a Sublease Recapture or Tenant's exercises the Renewal Option for the Partial Renewal Space as contemplated by Section 7(E) of this Amendment) and each member, manager, partner, shareholder, director, officer and principal, direct and indirect, of such owners (such owners and such other parties, collectively, the "Condominium Parties"). The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Condominium unit or units owned by Landlord that include a portion of the Premises and the proceeds thereof and Tenant shall not look to any other property or assets of Landlord or the property or assets of any of the Condominium Parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations. The Condominium Parties shall be third-party beneficiaries of the terms of this Section 35.2."

(NN) Section 38.2 of the Lease is hereby amended by adding the phrase "(but taking into account that the terms of this Lease will govern Tenant's use and occupancy of the Applicable Area)" after the phrase "The Fair Market Rent shall be determined assuming that the Applicable Area is free and clear of all leases and tenancies (including this Lease)".

(OO) Section 40.3 of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"Section 40.3.

(A) Subject to the terms of this Section 40.3, Landlord shall not permit any Competitor to use for the conduct of its business any portion of the Entire Premises or any other space located on Lower Level 3 of the Building, Lower Level 2 of the Building, Lower Level 1 of the Building, the ground floor of the Building, or the second (2nd) floor of the Building (such other space located on Lower Level 3 of the Building, Lower Level 2 of the Building, Lower Level 1 of the Building, the ground floor of the Building, or the second (2nd) floor of the Building being referred to herein as the "Retail Area"), except that the portion of the Retail Area located in the Third Avenue Building may be so used by any Competitor which is not a Primary Competitor, provided such use is not for a television, radio or Internet studio. Nothing contained in this Section 40.3 shall require Landlord to prohibit a Person that is a Competitor from using any portion of the Entire Premises or the Retail Area (a) unless such Person constitutes a Competitor on the earlier of (x) the date that such Person entered into occupancy of the applicable space, and (y) the date that such Person entered into an agreement to occupy the applicable space, or (b) if such Person occupies a portion of the Premises pursuant to a sublease by Tenant or an assignment of Tenant's interest hereunder (it being understood that this clause (b) does not limit

Landlord's obligation not to permit any other Person that constitutes a Competitor to use the Entire Premises or the Retail Area for the conduct of business as provided in this Section 40.3).

(B) Landlord shall not permit any Primary Competitor to use for the conduct of business any portion of the Building (other than the Premises) that was constructed by Landlord as part of the Work for commercial office purposes (as reflected in the Schematic Drawings) (including, without limitation, any Recapture Space or Subleasehold Assignment Space with respect to which Landlord exercises Landlord's rights under Article 12 hereof); provided, however, that (i) the restrictions of this Section 40.3 shall not apply if at any time, Tenant subleases all or any portion of the Premises or assigns the tenant's interest under this Lease in either case to a Primary Competitor (or otherwise permits a Primary Competitor to use or occupy all or any portion of the Premises), and (ii) nothing contained in this Section 40.3 shall require Landlord to prohibit a Person that is a Primary Competitor from using any such portion of the Building unless such Person constitutes a Primary Competitor on the earlier of (x) the date that such Person entered into occupancy of the applicable space, and (y) the date that such Person entered into an agreement to occupy the applicable space. Notwithstanding anything contained in this Article 40, the restrictions of this Section 40.3(B) shall not apply at any time that this Lease does not demise at least seven hundred thousand (700,000) square feet of Rentable Area."

(PP) Section 40.6 of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"Section 40.6.

(A) Subject to the terms of this Section 40.6, Landlord shall not name, or permit to be named, the Building for a Competitor. Nothing contained in this Section 40.6 shall prohibit the naming of the Building in a manner which identifies a Person that is a Competitor unless such Person constitutes a Competitor on the earlier of (a) the date on which the entire Building is so named, and (b) the date on which Landlord (or the Condominium Association) entered into an agreement to so name the entire Building.

(B) Subject to the terms of this Section 40.6(B), Landlord shall not name, or permit to be named, the Building without the prior consent of Tenant; provided, however, that the provisions of this Section 40.6(B) shall not apply if the Building is named at any time that Bloomberg Parties do not occupy at least seven hundred thousand (700,000) square feet of Rentable Area that is demised by this Lease for the conduct of business.

(C) Nothing contained in this Section 40.6 shall prohibit the naming of the Residential Units and the retail units of the Condominium."

(QQ) Section 40.7 of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"Section 40.7. Tenant shall have the right, from time to time, on no less than ten (10) days of prior notice to Landlord, to remove any Person from the List of Regular Competitors and insert thereon any other Person, provided that (i) the Person that Tenant proposes to insert on the List of Regular Competitors derives, in such Person's most recently ended fiscal year, more than fifty percent (50%) of its revenues from a business or from businesses in either case in competition with Tenant's Core Business, and (ii) the number of Persons on the List of Regular Competitors shall in no event exceed five (5). Tenant shall have the right, not more than one time during any twenty-four (24) month period (such limitation, the "Primary Competitor Substitution Limit"), on no less than ten (10) days of prior notice to Landlord, to remove any Person from the List of Primary Competitors and insert thereon any other Person, provided that (1) the Person that Tenant proposes to insert on the List of Primary Competitors derives, in such Person's most recently ended fiscal year, more than fifty percent (50%) of its revenues from a business or from businesses in either in competition with Tenant's Core Business, and (2) the number of Persons on the List of Primary Competitors shall in no event exceed three (3). Tenant shall also have the right, from time to time (without being subject to the Primary Competitor Substitution Limit and without triggering the commencement of the twenty-four (24) month period with respect thereto) on no less than ten (10) days of prior notice to Landlord, to remove any Person from the List of Primary Competitors involved in a merger or consolidation or the sale of all or substantially all of the assets of such Primary Competitor (each a "Corporate Transaction") and insert thereon the Person that succeeds to the interest of such Person on the List of Primary Competitors as a result of such Corporate Transaction, provided such Person surviving such Corporate Transaction derives in such Person's most recently ended fiscal year, more than fifty percent (50%) of its revenues from a business or from businesses in either case in competition with Tenant's Core Business. Landlord may, from time to time, request that Tenant update the List of Regular Competitors and the List of Primary Competitors in accordance with this Section 40.7. No later than ten (10) days after Landlord makes such request, Tenant shall notify Landlord of any Person or Persons which Tenant elects to remove from the List of Regular Competitors and the List of Primary Competitors and any Person or Persons which Tenant proposes to place thereon. For the nine (9) month period following the expiration of such ten (10) day period, (x) Tenant shall not be entitled to update the List of Regular Competitors, and (y) Tenant shall not be entitled to update the List of Primary Competitors as contemplated by this Section 40.7 except to replace a Primary Competitor involved in a Corporate Transaction pursuant to this Section 40.7. Notwithstanding anything contained in this Section 40.7, (x) Tenant shall not be permitted to update the List of Regular Competitors at any time that the Minimum Square Footage Requirement is not satisfied, and (y) Tenant shall not be permitted to update the List of Primary Competitors at any time that Bloomberg Parties do not occupy at least seven

hundred thousand (700,000) square feet of Rentable Area that is demised by this Lease for the conduct of business."

(RR) Section 40.8 of the Lease is hereby deleted in its entirety and the following clause is hereby substituted therefor:

"Section 40.8. Notwithstanding anything to the contrary contained in Section 40.1 hereof, Section 40.2 hereof, Section 40.3(A) hereof and Section 40.4 hereof through Section 40.6 hereof, the provisions of Section 40.1 hereof, Section 40.2 hereof, Section 40.3(A) hereof and Section 40.4 hereof through Section 40.6 hereof shall become ineffective if (i) the Minimum Square Footage Requirement is not satisfied, or (ii) at any time, Tenant subleases all or any portion of the Premises or assigns the tenant's interest under this Lease in either case to a Primary Competitor (or otherwise permits a Primary Competitor to use or occupy all or any portion of the Premises). If Tenant subleases all or any portion of the Premises or assigns the tenant's interest under this Lease in either case to a Competitor on the List of Regular Competitors (or otherwise permits such Competitor to use or occupy all or any portion of the Premises), then such Competitor shall no longer constitute a Competitor for purposes of this Article 40. Notwithstanding anything to the contrary contained in this Article 40, Landlord and Tenant acknowledge and agree that (a) Tenant and 731 Retail One LLC ("731 Retail") entered into the Option Agreement, dated as of the date hereof (the "Option Agreement"), and Tenant and 731 Commercial LLC ("Joinder Party") entered into the Joinder Agreement, dated as of the date hereof (the "Joinder Agreement"), which agreement is attached to the Option Agreement, (b) the terms of this Article 40 shall apply solely to the space located in the Condominium unit or Condominium units owned by Landlord that include the Premises, (c) Tenant shall look solely to 731 Retail under the Option Agreement with respect to any obligations under this Article 40 that apply to the space located in the Condominium unit owned by 731 Retail, except that Tenant may also look to Landlord with respect to such obligations if (x) more than fifty percent (50%) of the direct or indirect legal, beneficial and economic interests of Landlord and 731 Retail are owned by the same Person or Persons, and (y) the Person or Persons that have the power and authority to control the management and affairs of Landlord are also the same Person or Persons that have the power and authority to control the management and affairs of 731 Retail, and (d) Tenant shall look solely to Joinder Party under the Joinder Agreement with respect to any obligations under this Article 40 that apply to the space located in the Condominium unit owned by Joinder Party, except that Tenant may also look to Landlord with respect to such obligations if (1) more than fifty percent (50%) of the direct or indirect legal, beneficial and economic interests of Landlord and Joinder Party are owned by the same Person or Persons, and (2) the Person or Persons that have the power and authority to control the management and affairs of Landlord are also the same Person or Persons that have the power and authority to control the management and affairs of Joinder Party."

(SS) Section 40.13, Section 40.14 and Section 40.15 of the Lease are hereby deleted in their entirety.

(TT) Exhibit - Definition D of the Lease is hereby deleted and the List of Regular Competitors listed on Exhibit - Definition D attached hereto and made a part hereof is hereby substituted therefor.

(UU) Exhibit - Definition E of the Lease is hereby deleted and the List of Primary Competitors listed on Exhibit - Definition E attached hereto and made a part hereof is hereby substituted therefor.

(VV) Exhibit 7.10-A - Confidentiality Agreement is hereby deleted and the Confidentiality Agreement attached hereto as Exhibit 7.10-A and made a part hereof is hereby substituted therefor.

(WW) Exhibit 7.10-B - [***] is hereby deleted and the [***] attached hereto as Exhibit 7.10-B and made a part hereof is hereby substituted therefor.

12. Lobby Agreement.

Landlord and Tenant acknowledge and agree that (x) the Lobby Agreement (as amended hereby) shall remain in effect and the obligations of the parties contained therein shall survive the termination of the Citi Lease as of the Citi Early Termination Date, and (y) the Lobby Agreement is hereby amended by adding the phrase "(as defined in the Bloomberg Lease)" after the phrase "Expiration Date".

13. Window Cleaning.

Landlord acknowledges that Tenant has requested an increase in the frequency of exterior window cleaning in the Premises but that Landlord has informed Tenant that such increase is not feasible given the existing window cleaning equipment serving the Building. Landlord agrees that it will in good faith investigate and consider alterations and improvements to the Building's window cleaning program that will afford such an increase, and Tenant hereby agrees to engage in discussions with Landlord regarding proposed alterations and improvements to such program and reasonably cooperate in connection with such investigation; provided, however, that failure to reach an agreement shall not constitute a default by Landlord or Tenant hereunder.

14. Mortgagee.

The effectiveness of this Amendment is expressly conditioned upon Landlord having obtained (x) either an amendment to the existing Nondisturbance Agreement, between the existing Mortgagee and Tenant, that adds the Additional Space to the premises covered thereby or a new Nondisturbance Agreement, with the existing Mortgagee covering the entire Premises (or a waiver from Tenant of this condition), and (y) the consent of the existing Mortgagee to the terms of this Amendment. Landlord shall use commercially reasonable efforts to satisfy such conditions as expeditiously as possible. Tenant shall reasonably cooperate with Landlord in connection therewith.

15. Memorandum.

The parties, simultaneously herewith, shall execute, acknowledge and deliver (x) a memorandum hereof in the form of Exhibit "F" attached hereto and made a part hereof, and (y) the Form NYC-RPT and Form TP-584 that are required in connection therewith. The parties shall submit such memorandum (and such forms) for recording in the Register's Office promptly after the satisfaction of all of the conditions described in Section 14 hereof. Landlord shall pay the costs associated with such recording of such memorandum and such forms.

16. Broker.

Each party hereby represents and warrants to the other parties that such party dealt with no broker in connection with the execution and delivery hereof other than CBRE, Inc. (the "Broker") and BLP Realty Services, LLC ("BLP Realty"). Tenant does hereby indemnify and hold Landlord harmless from and against any and all loss, costs, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord by reason of any claim of or liability to any broker, finder or like agent who shall claim to have dealt with Tenant in connection herewith (including BLP Realty but excluding the Broker). Landlord does hereby indemnify and hold Tenant harmless from and against any and all loss, costs, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Tenant by reason of any claim of or liability to any broker, finder or like agent who shall claim to have dealt with Landlord in connection herewith (including the Broker but excluding BLP Realty). Landlord shall pay the Broker any commission that is due with respect to this Amendment pursuant to the terms of a separate agreement between Landlord and the Broker. The provisions of this Section 16 shall survive the expiration or termination of the Lease as amended by this Amendment.

17. Reaffirmation.

Subject to the terms of Section 2(B) of this Amendment, Landlord and Tenant hereby acknowledge that the Lease, the Citi Lease, the Metrovest Lease and the Lobby Agreement, as amended hereby, remain in full force and effect.

18. Successors and Assigns.

The Lease, as modified by this Amendment, shall bind and inure to the benefit of the parties and their successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Second Amendment of Lease as of the day and year first above written.

731 OFFICE ONE LLC

By: 731 Office One Holding LLC, member

By: Alexander's, Inc., member

By: Vornado Realty Trust, its managing agent

By: /s/ David R. Greenbaum

Name: David R. Greenbaum

Title: President - NY Division

BLOOMBERG L.P.

By: Bloomberg Inc., general partner

By: /s/ Peter Smith

Name: Peter Smith

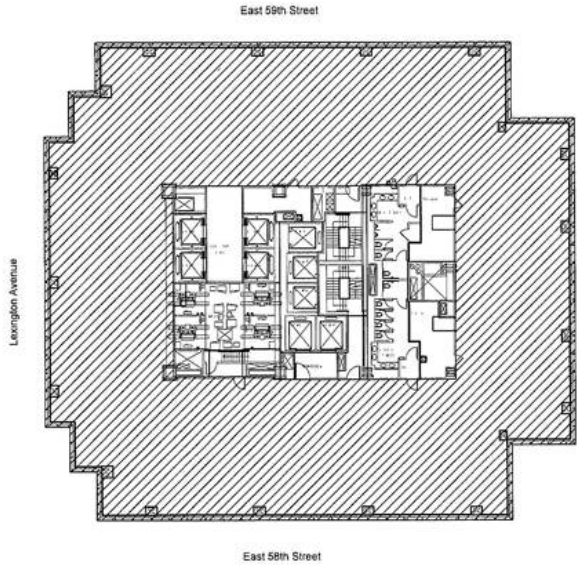
Title: Director of Global Real Estate

Exhibit "A"

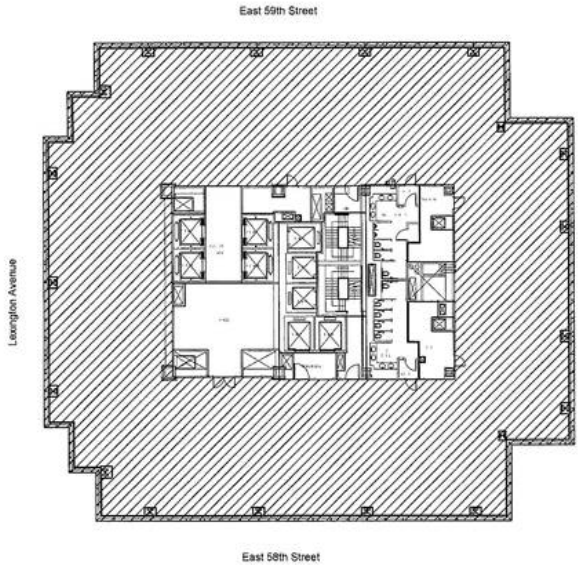
Additional Tower Space

[see attached]

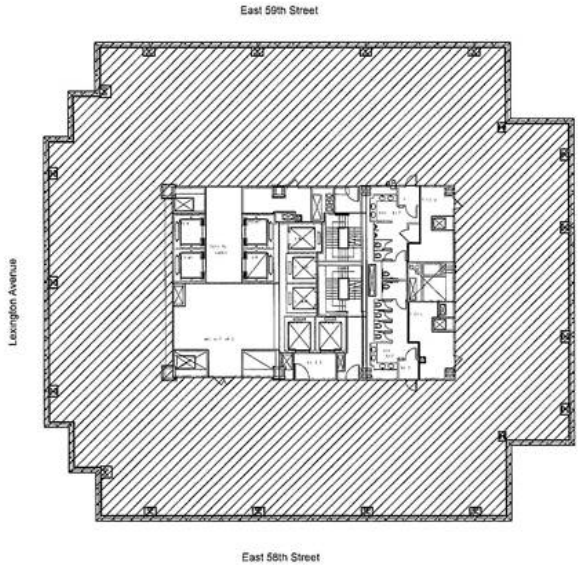
731 Lexington (731L)
21st Floor



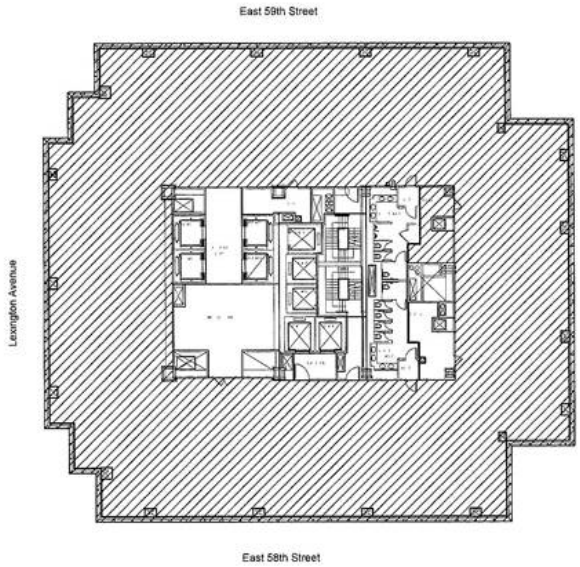
731 Lexington (731L)
22nd Floor



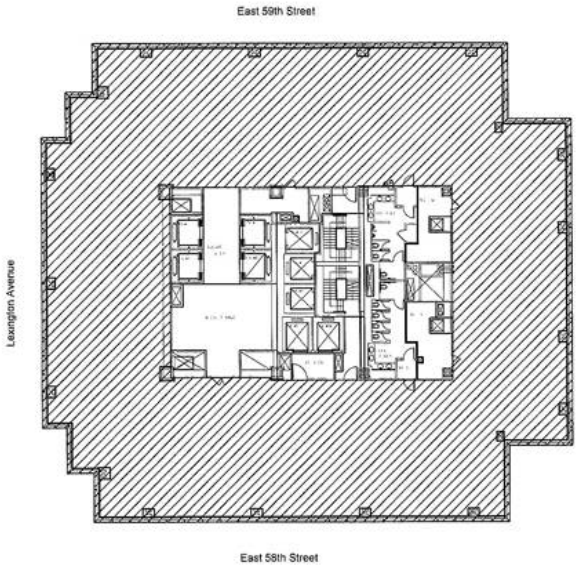
731 Lexington (731L)
23rd Floor



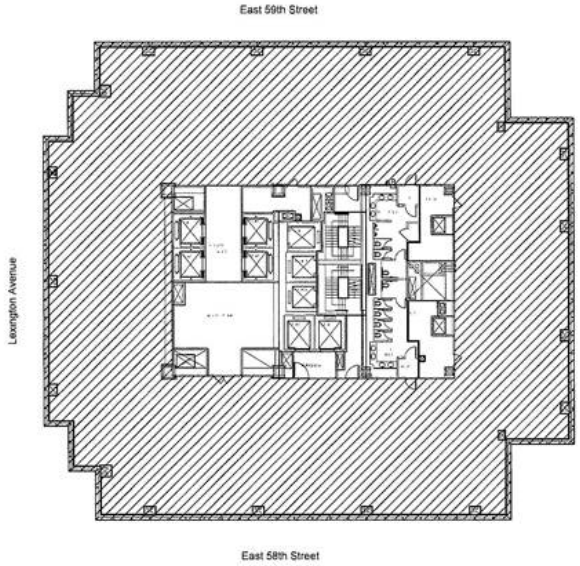
731 Lexington (731L)
24th Floor



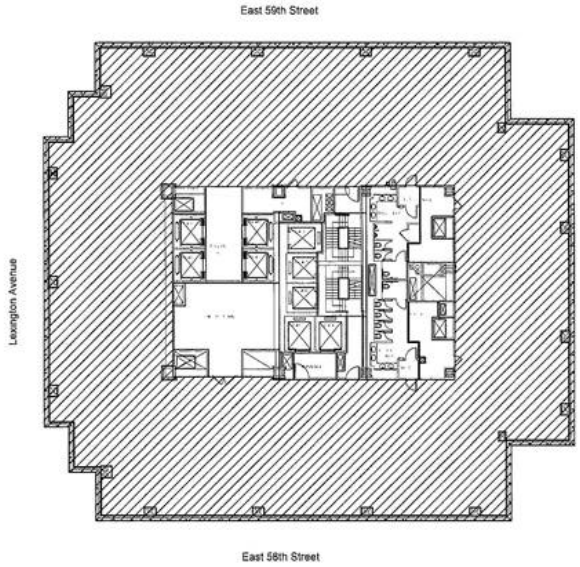
731 Lexington (731L)
25th Floor



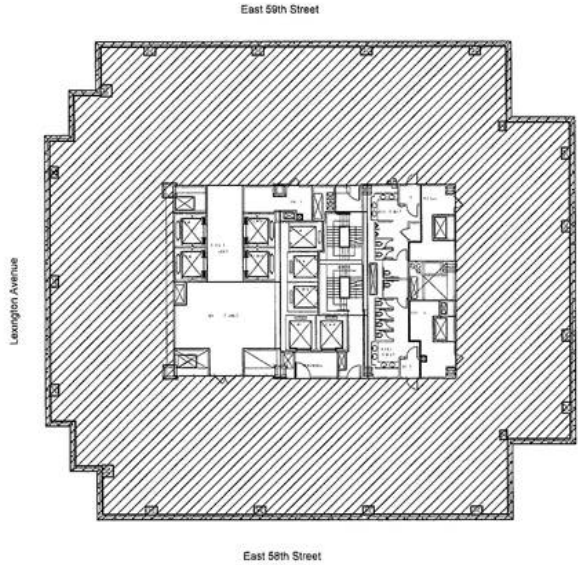
731 Lexington (731L)
26th Floor



731 Lexington (731L)
27th Floor



731 Lexington (731L)
28th Floor



731 Lexington (731L)
29th Floor

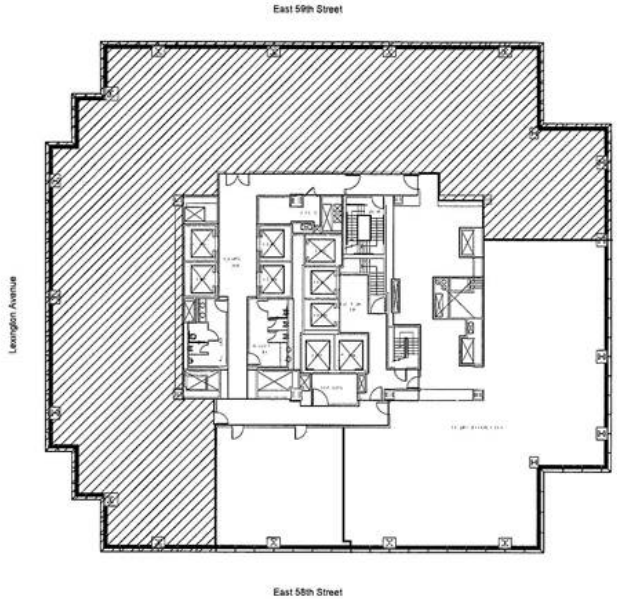


Exhibit "B"

Storage Space

[see attached]

731 Lexington (731L)
Lower Level 3

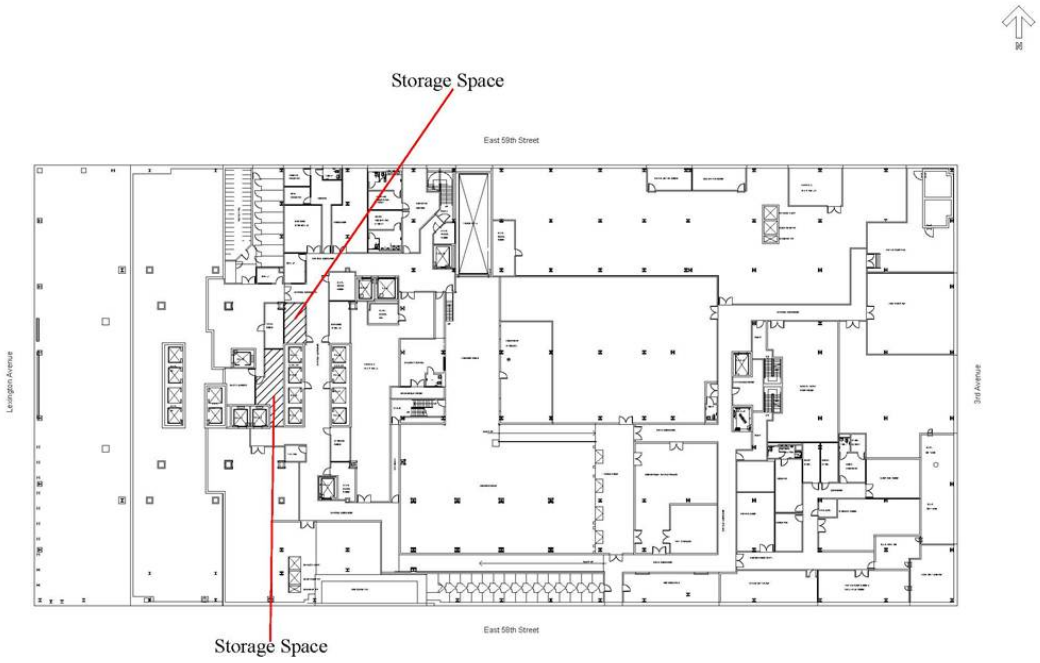


Exhibit "C-1"

Fixed Rent for the Additional Tower Space

		Fixed Rent / RSF		Fixed Rent / Annum		Fixed Rent / Month
1st Rental Period						
12/15/15 - 12/14/19	$	83.00	$	15,918,487.00	$	1,326,540.58
2nd Rental Period						
12/15/19 - 12/14/23	$	92.13	$	17,669,520.57	$	1,472,460.05
3rd Rental Period						
12/15/23 - 12/14/27	$	102.26	$	19,612,343.14	$	1,634,361.93
4th Rental Period						
12/15/27 - 02/08/29	$	113.51	$	21,769,969.39	$	1,814,164.12

Exhibit "C-2"

Fixed Rent for the Storage Space

		Fixed Rent / RSF		Fixed Rent / Annum		Fixed Rent / Month
1st Rental Period						
12/15/15 - 12/14/19	$	40.00	$	21,000.00	$	1,750.00
2nd Rental Period						
12/15/19 - 12/14/23	$	44.40	$	23,310.00	$	1,942.50
3rd Rental Period						
12/15/23 - 12/14/27	$	49.28	$	25,872.00	$	2,156.00
4th Rental Period						
12/15/27 - 02/08/29	$	54.70	$	28,717.50	$	2,393.13

Exhibit "D-1"

Base Rental Amount for the Additional Tower Space

	Fixed Rent / RSF	Fixed Rent / Annum	Fixed Rent / Month
1st Renewal Period			
02/09/29 - 12/14/31	$ 113.51	$ 21,769,969.39	$ 1,814,164.12
2nd Renewal Period			
12/15/31 - 12/14/35	$ 126.00	$ 24,165,414.00	$ 2,013,784.50
3rd Renewal Period			
12/15/35 - 02/08/39	$ 139.86	$ 26,823,609.54	$ 2,235,300.80

Exhibit "D-2"

Base Rental Amount for the Storage Space

	Fixed Rent / RSF	Fixed Rent / Annum	Fixed Rent / Month
1st Renewal Period 02/09/29 - 12/14/31	$ 54.70	$ 28,717.50	$ 2,393.13
2nd Renewal Period 12/15/31 - 12/14/35	$ 60.72	$ 31,878.00	$ 2,656.50
3rd Renewal Period 12/15/35 - 02/08/39	$ 67.40	$ 35,385.00	$2.948.75

Exhibit "E"

Additional Option Space

[see attached]

731 Lexington (731L)
29th Floor

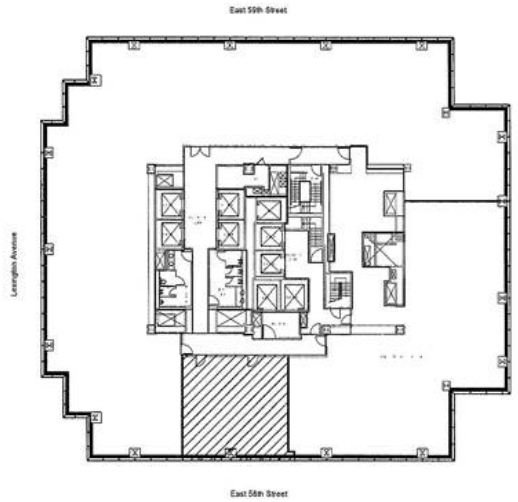


Exhibit "F"

Memorandum

MEMORANDUM OF AMENDMENT OF LEASE

731 OFFICE ONE LLC,

Landlord,

-and-

BLOOMBERG L.P.,

Tenant.

Dated as of January 12, 2016

Street Address:	731 Lexington Avenue, New York, New York
County:	New York
Section:	5
Block:	1313
Lots:	1002 & 1003

Record and Return to:

WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, New York 10019
Attention: Thomas J. Henry, Esq.

Memorandum of Amendment of Lease

Pursuant to Section 291-cc of

The New York Real Property Law

Reference to the Original Lease:	The Second Amendment of Lease described herein (the "Second Amendment") amends the Agreement of Lease, dated as of April 30, 2001, between Seven Thirty One Limited Partnership, Landlord's predecessor-in-interest, as landlord, and Tenant, as tenant (the "Original Lease"), as amended by a First Amendment of Lease, dated April 19, 2002, between Seven Thirty One Limited Partnership and Tenant (the "First Amendment"), and various letter agreements (the "Original Lease"; the Original Lease, as so amended, the "Lease"). A Memorandum of Lease for the Original Lease was recorded on May 14, 2001 in the Office of the Register of The City of New York (New York County) in Reel 3287, page 1622. A Memorandum of Amendment of Lease for the First Amendment was recorded on May 29, 2002 in the Office of the Register of The City of New York (New York County) in Reel 3527, page 269.
Date of Execution of the Second Amendment:	As of January 12, 2016
Name and Address of Landlord:	731 OFFICE ONE LLC c/o Alexander's Inc. 888 Seventh Avenue New York, New York 10019 Attn.: Executive Vice President - Finance and Administration and Chief Financial Officer
Name and Address of Tenant:	BLOOMBERG L.P. 731 Lexington Avenue New York, New York 10022 Attn: Peter M. Smith, Director of Global Real Estate
Nature of the Second Amendment:	The Second Amendment, among other matters, adds to the premises demised by the Lease the entire twenty-first (21st), twenty-second (22nd), twenty-third (23rd), twenty-fourth (24th), twenty-fifth (25th), twenty-sixth (26th), twenty-seventh (27th) and twenty-eighth (28th) floors of the Lexington Avenue Building and a portion of the twenty-ninth (29th) floor of the Lexington Avenue Building and a portion of Lower Level 3 of the Building. The Fixed Expiration Date for the premises demised by the

	Lease is February 8, 2029. Tenant's renewal rights as set forth in the Original Lease, as amended by the First Amendment and the Second Amendment, remain in effect.
Description of the Premises demised by the Original Lease, as amended by the First Amendment and the Second Amendment:	The entire third (3rd), fourth (4th), fifth (5th), sixth (6th), seventh (7th), eighth (8th), ninth (9th), tenth (10th), thirteenth (13th), fourteenth (14th), fifteenth (15th), sixteenth (16th), seventeenth (17th), eighteenth (18th), and nineteenth (19th), twentieth (20th), twenty-first (21st), twenty-second (22nd), twenty-third (23rd), twenty-fourth (24th), twenty-fifth (25th), twenty-sixth (26th), twenty-seventh (27th) and twenty-eighth (28th) floors of the Lexington Avenue Building; the entire third (3rd), fourth (4th), fifth (5th), sixth (6th), and seventh (7th) floors of the Third Avenue Building; the entire Bridge Building; a portion of the twenty-ninth (29th) floor of the Lexington Avenue Building and portions of Lower Level 2 and Lower Level 3 of the Building. The Premises are in Office Unit 1 and Office Unit 2 of Beacon Court Condominium located at 731 Lexington Avenue, New York, New York, which are more particularly described on Schedule "A" attached hereto.
Option Space:	As more particularly set forth in the Second Amendment, Landlord is prohibited from leasing certain space on the twenty-ninth (29th) floor of the Lexington Avenue Building without first offering such space to Tenant on the terms set forth in the Second Amendment.
Memorandum of Amendment of Lease:	This instrument, executed in connection with the Second Amendment, is intended to be and is entered into as a memorandum thereof solely for the purpose of recordation and the giving of notice of the tenancy created by the Lease and of the rights and obligations of Landlord and Tenant thereunder and shall not, in any event, be construed to change, vary, modify or interpret the Lease or any of the terms, covenants or conditions thereof, or any part thereof, which are set forth, described or summarized herein and reference is hereby made to the Lease for any and all purposes. All capitalized terms used in this Memorandum of Amendment of Lease shall have, unless otherwise defined herein, the meanings ascribed to them in the Second Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed and delivered this Memorandum of Amendment of Lease as of the date first above written.

731 OFFICE ONE LLC

By: 731 Office One Holding LLC, member

By: Alexander's, Inc., member

By: _____
Name:
Title:

BLOOMBERG L.P.

By: Bloomberg Inc., general partner

By: _____
Name:
Title:

STATE OF)

) ss:

COUNTY OF)

On the _____ day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that such individual executed such instrument in such individual's capacity, and that by such individual's signature on such instrument, such individual, or the person upon behalf of which such individual acted, executed the instrument.

Notary Public

STATE OF)

) ss:

COUNTY OF)

On the ____ day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that such individual executed such instrument in such individual's capacity, and that by such individual's signature on such instrument, such individual, or the person upon behalf of which such individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

LEGAL DESCRIPTION

(Office Unit 1)

The Condominium Unit (the "Unit") in the premises known as Beacon Court Condominium and by the street number 151 East 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as "Office Unit 1" in the declaration (the "Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated December 4, 2003, and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on February 3, 2004, in CRFN No. 2004000064392, as amended by the Amended and Restated Declaration, dated February 8, 2005 and recorded in the City Register's Office on March 9, 2005 in CRFN No. 2005000139245, and also designated as Tax Lot 1002 in Block 1313 of Section 5 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said building, certified by Peter Claman, Registered Architect, on January 29, 2004, and filed in the Real Property Assessment Department of the City of New York on January 30, 2004 as Condominium Plan No. 1350 also filed in the City Register's Office on February 3, 2004 in CRFN No. 2004000064393. All capitalized terms herein which are not separately defined herein will have the meanings given to those terms in the Declaration or in the by-laws of Beacon Court Condominium (said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws").

TOGETHER with an undivided 49.0559% percentage interest in the General Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which constitute covenants running with the Land and will bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein;

The premises within which the Unit is located is more particularly described as:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 59th Street and the westerly side of Third Avenue;

RUNNING THENCE southerly along the westerly side of Third Avenue, 200'-10" to the northerly side of East 58th Street;

THENCE westerly along the northerly side of East 58th Street, 420’ to the easterly side of Lexington Avenue;

THENCE northerly along the easterly side of Lexington Avenue, 200’-10” to the southerly side of East 59th Street;

THENCE easterly along the southerly side of East 59th Street, 420’ to the point or place of BEGINNING.

TOGETHER with the benefits and SUBJECT to the burdens of the easements set forth in the deed made by Seven Thirty One Limited Partnership to 59th Street Corporation, dated as of 8/1/2001 and recorded 8/8/2001 in Reel 3339 Page 1100.

(Office Unit 2)

The Condominium Unit (the "Unit") in the premises known as Beacon Court Condominium and by the street number 151 East 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as "Office Unit 2" in the declaration (the "Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated December 4, 2003, and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on February 3, 2004, in CRFN No. 2004000064392, as amended by the Amended and Restated Declaration, dated February 8, 2005 and recorded in the City Register's Office on March 9, 2005 in CRFN No. 2005000139245, and also designated as Tax Lot 1003 in Block 1313 of Section 5 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said building, certified by Peter Claman, Registered Architect, on January 29, 2004, and filed in the Real Property Assessment Department of the City of New York on January 30, 2004 as Condominium Plan No. 1350 also filed in the City Register's Office on February 3, 2004 in CRFN No. 2004000064393. All capitalized terms herein which are not separately defined herein will have the meanings given to those terms in the Declaration or in the by-laws of Beacon Court Condominium (said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws").

TOGETHER with an undivided 14.0095% percentage interest in the General Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which constitute covenants running with the Land and will bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein;

The premises within which the Unit is located is more particularly described as:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 59th Street and the westerly side of Third Avenue;

RUNNING THENCE southerly along the westerly side of Third Avenue, 200'-10" to the northerly side of East 58th Street;

THENCE westerly along the northerly side of East 58th Street, 420' to the easterly side of Lexington Avenue;

THENCE northerly along the easterly side of Lexington Avenue, 200’-10” to the southerly side of East 59th Street;

THENCE easterly along the southerly side of East 59th Street, 420’ to the point or place of BEGINNING.

TOGETHER with the benefits and SUBJECT to the burdens of the easements set forth in the deed made by Seven Thirty One Limited Partnership to 59th Street Corporation, dated as of 8/1/2001 and recorded 8/8/2001 in Reel 3339 Page 1100.

Exhibit "2.3"

Building Lobby

[see attached]

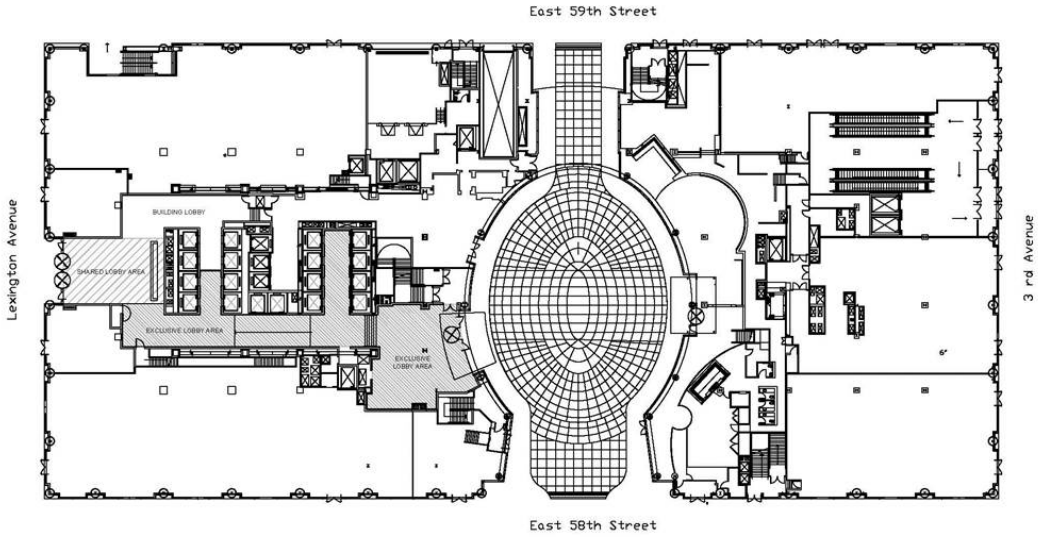
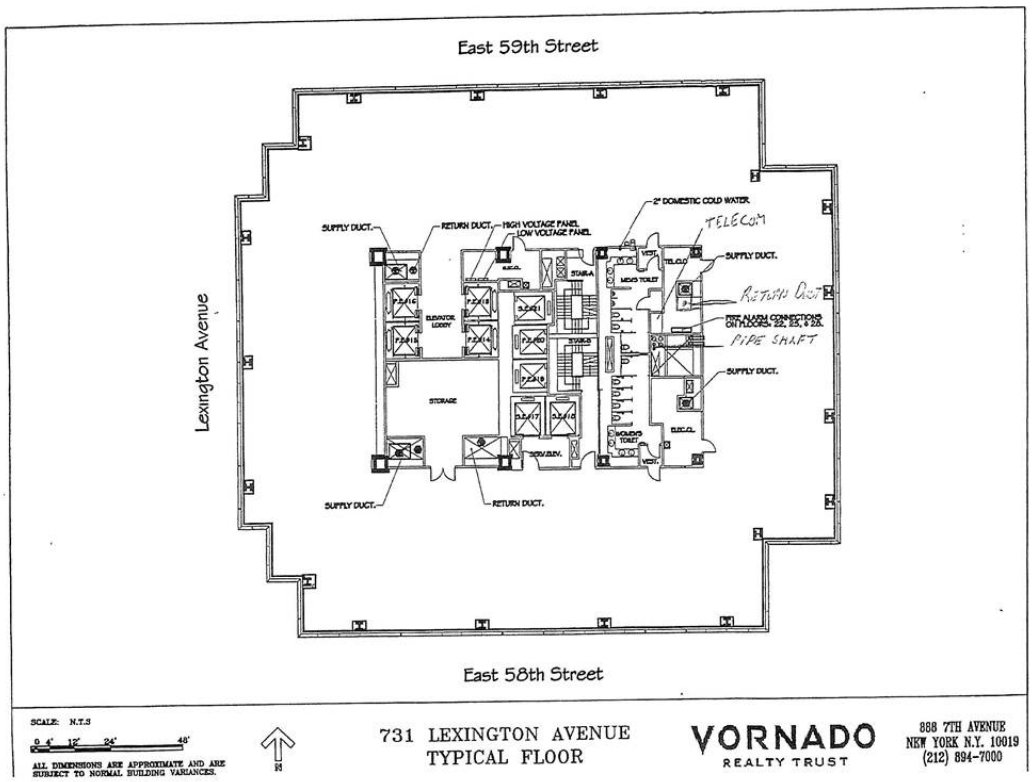

East 59th Street
Lexington Avenue
3 rd Avenue
BUILDING LOBBY
SHARED LOBBY AREA
EXCLUSIVE LOBBY AREA
EXCLUSIVE LOBBY AREA
East 58th Street

Exhibit "2.9"

Risers

[see attached]



SCALE: N.T.S

0 6' 12' 24' 48'

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL BUILDING VARIANCES.

N

731 LEXINGTON AVENUE
TYPICAL FLOOR

VORNADO
REALTY TRUST

888 7TH AVENUE
NEW YORK N.Y. 10019
(212) 894-7000

Exhibit "3.1(B)"

Approved Contractors, Subcontractors and Mechanics

[see attached]

[***]

Exhibit 7.10

Financial Disclosure Provisions

[sections 1-3, nine pages, ***]

4 *Remedies*.

4.1 Landlord acknowledges any use or disclosure of Tenant's Confidential Financial Information in violation of this Exhibit 7.10 shall cause irreparable harm to Tenant and that the damages caused to Tenant by reason of such violation are difficult, if not impossible, to ascertain, and that the foregoing amount is a reasonable estimate as of the date hereof of the damages which Tenant would incur by reason of Landlord's violation of this Exhibit 7.10 and is not a penalty. As a consequence, Landlord agrees that if Landlord fails to abide by the terms of this Exhibit 7.10 or the Confidentiality Agreement entered into between Landlord and Tenant, Tenant shall (i) be entitled to specific performance, including the immediate issuance of a temporary restraining order or preliminary injunction enforcing the terms of this Exhibit 7.10 or such Confidentiality Agreement, and/or (ii) be entitled to all other rights and remedies under the Lease, such Confidentiality Agreement or otherwise at law or in equity. For the avoidance of doubt, Landlord and Tenant acknowledge that this Section 4.1 shall not apply to violation by a third-party (i.e. other than Landlord) under the terms of a Confidentiality Agreement or otherwise, which violation shall be governed by the terms and conditions of such Confidentiality Agreement with such third-party.

4.2 Either Landlord or Tenant shall have the right to submit to an Expedited Arbitration Proceeding any dispute between the parties arising under this Exhibit 7.10.

Exhibit 7.10-A

Form of Confidentiality Agreement

[see the following pages]

Exhibit 7.10-B

[***]

[***]

Exhibit 7.10-E

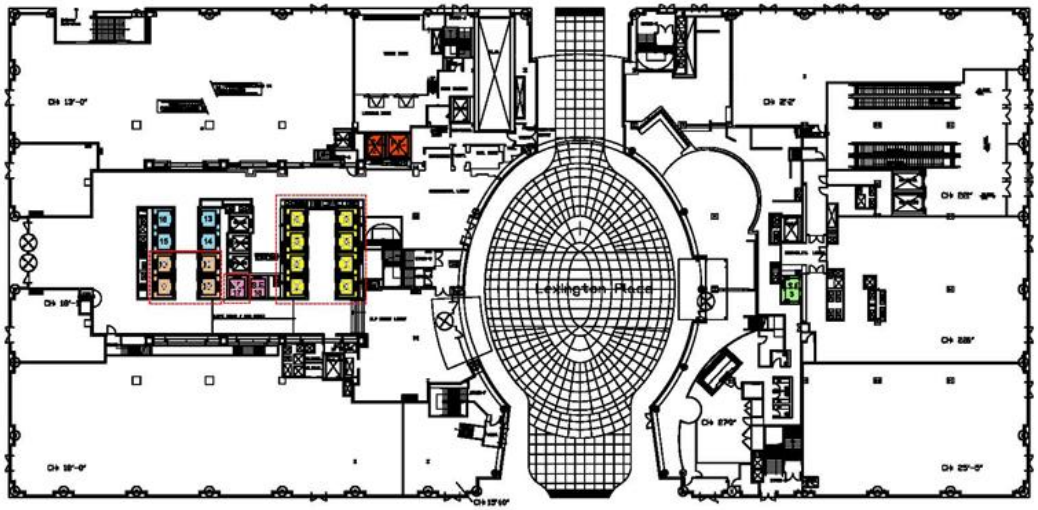
[***]

Exhibit "27.1"

Building Elevators

[see attached]

East 59th Street



East 58th Street

ELEVATORS 13-16 SERVE LL2, G, 6, 20 TO 29

ELEVATORS 1-8 SERVE LL2, G, 3 TO 10

ELEVATORS RSE2-FE1 SERVE LL3, LL2, LL1,G

ELEVATORS 9-12 SERVE LL2, G, 6, 14 TO 20

ELEVATORS SE17, SE18 SERVE LL3, LL2, 3 TO 30
(NOTE: THESE CAN BE MADE TO ACCESS 2ND FLOOR)

ELEVATORS OSE3 SERVES LL3, LL2, 3 TO 8

* TENANT EXCLUSIVE ELEVATORS ARE OUTLINED IN RED AND CONSIST OF PASSENGER ELEVATORS 1-8 AND 9-12, AND SERVICE ELEVATOR 17.

Exhibit "27.2"

HVAC Specifications

Six (6) central air-handling systems located in the 30th floor mechanical equipment room service the 21st through 26th floors. Each system has a capacity of 21,200 cfrn. The systems provide a minimum of 48 degrees F Dry Bulb and a maximum of 54 degrees F Dry Bulb to the HVAC Premises. The systems are variable air volume and are comprised of 85% efficient filters, heating coils, cooling coil, fans (supply and return) and variable speed drives. The systems employ an airside economizer and are capable of supplying 100% outside air to reduce energy consumption and improve indoor air quality. The return air fans also serve as smoke exhaust fans.

Conditioned air and return air are provided to two (2) locations on the floor through vertical duct shafts. The duct shafts are terminated at the core wall with fire/smoke dampers for connection to by tenant for fit-out of the office space. The HVAC Premises is provided with 1 CFM of conditioned air per USF. Perimeter Zone Heating shall be accomplished with the use of perimeter sill mounted units.

The energy source will be the Building heating plant. Each terminal device has a self-contained control valve. The hot water supply temperature will be a maximum of 200 degrees F at-peak design and shall be reset to accommodate actual heating requirements.

Bloomberg is responsible for any costs to increase CFM capacity due to significant changes made by Tenant to the HVAC system servicing floors 21 - 26**.**

Exhibit "43.1"

Form of Letter of Credit

[All blanks must be completed with terms consistent with Article 43 of the Lease]

TO: **731 Office One LLC, and its successors and assigns ("Beneficiary")**
c/o Vornado Office Management LLC
888 Seventh Avenue
New York, New York 10019
Attn.: President - New York Division

SUBJECT: **Our Irrevocable Standby Letter of Credit No. _____**

DATE: **_____**
EXPIRY DATE:_____, subject to renewal as provided herein below

We hereby authorize you to draw on [***], New York Agency for account of Bloomberg L.P. (the "Customer") the sum of Two Hundred Million and No/100 United States Dollars (U.S. $200,000,000.00)[1] available by your drafts at sight in the form attached hereto as Exhibit A.

This Credit is issued in connection with that certain Agreement of Lease, dated as of April 30, 2001 (as amended, the "Lease"), signed between yourselves and the Customer, covering the lease of certain real property.

Partial drawings are permitted. If your demand represents a partial draw, upon your presentation of this original Letter of Credit, we will endorse it and return it to you for any future draws.

Multiple drawings are permitted.

Drafts drawn hereunder must bear the clause "Drawn under Irrevocable Standby Letter of Credit No. _____ issued by the [***] dated _____".

This Letter of Credit shall remain in effect up to and including *(Insert Expiry Date)* at our office after which date this Letter of Credit shall become null and void.

1 Tenant may deliver one or more Letters of Credit that comply with Article 43 of the Lease in amounts that equal $200,000,000.00 in the aggregate.

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and any future expiration date hereof unless at least sixty (60) days prior to any such expiration date we shall have notified you in writing, by overnight courier (with the copy to Beneficiary, c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10019, Attn.: Chief Financial Officer), that we elect not to renew this Letter of Credit for such additional period. Such notice shall be effective upon receipt. Beneficiary may notify us of any change in Beneficiary's address or addresses for the receipt of such notice at the following address: [***], with notice effective upon receipt. If the expiration or any extended expiration date is a day on which we are not open for business, then the expiration or extended expiration shall be the next day on which we are open for business.

References to the Lease are for identification purposes only and do not form an integral part of this Letter of Credit. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be amended, reduced or amplified by reference to the Lease. This Letter of Credit is transferable in its entirety (but not in part) and may be successively transferred to a successor transferee. Transfer of this Letter of Credit to any transferee shall be effected by presentation to us of this Letter of Credit accompanied by a certificate in the form attached hereto as Exhibit B. This Letter of Credit may not be transferred to any person with which United States persons are prohibited from doing business under United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Transfer charges are for the Customer's account.

We hereby engage with you that drafts drawn in conformity with the terms of this Letter of Credit will be duly honoured if presented for payment at [***] on or before 5 p.m. on the expiration date or any extended expiration date of this Letter of Credit. In each case where we have received a draft as described above prior to time specified above, we will make payment by 5 p.m. on the following Business Day. As used herein, "Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a legal holiday on which banking institutions in the State of New York are closed. We will make such payment by wire transfer of immediately available funds to the account specified by you.

This Letter of Credit may not be amended without Beneficiary's written consent.

Except so far as otherwise expressly stated this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision International Chamber of Commerce Paris, France Publication No. 600 (the "UCP"), and as to matters not governed by the UCP, governed by and construed in accordance with, the laws of the State of New York and applicable U.S. federal law.

EXHIBIT A

SIGHT DRAFT

Amount: $_____

Date: _____, 20__

At sight, pay to (INSERT NAME), the sum of _____ U.S. Dollars.

Drawn under Irrevocable Standby Letter of Credit No. _____ issued by [***] dated _____, 20__.

To: [***]

(INSERT BENEFICIARY'S NAME)

By _____

Name:

Title:

Date:

EXHIBIT B

LETTER OF FULL TRANSFER

_____, 20___

[***]

Gentlemen:

RE: Credit **No**._____ Issued By_____

_____

For value received, the undersigned beneficiary hereby irrevocably transfers to:

_____

(Name of Transferee)

_____

(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

As provided for in such Letter of Credit, all transfer commission or other charges are solely for the account of the Customer (as defined therein).

The original of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it direct to the transferee with your customary notice of transfer.

SIGNATURE AUTHENTICATED
The signatory/ies of this concern
is/are authorized to withdraw
corporate funds.

_____

(BANK)

_____

(Authorized Signature)

Yours very truly,

_____

Signature of Beneficiary

Exhibit - Definition D

List of Regular Competitors

[***]

Exhibit - Definition E

List of Primary Competitors

[***]

Exhibit 1

Citibank Amendment and Assignment Documents

1. Letter Agreement, dated February 7, 2005, among 731 Office One LLC, Bloomberg L.P. and Citibank, N.A.

2. Letter Agreement, dated February 7, 2005, between 731 Office One LLC and Citibank, N.A.

3. Letter Agreement, dated February 7, 2005, between 150 East 58th Street LLC and Citibank, N.A.

4. Assignment and Assumption Agreement, dated as of January 21, 2009, between Citibank, N.A., as assignor, and Citicorp North America, Inc., as assignee

5. Assignment and Assumption and Consent Agreement, dated as of March 25, 2009, among 731 Office One LLC, as landlord, Citicorp North America Inc., as assignor, and Bloomberg L.P., as assignee

6. Letter Agreement, dated December 20, 2011, between 731 Office One LLC and Bloomberg L.P.

Exhibit 10.38

EXECUTION VERSION

SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

Dated as of December 5, 2025

among

REGO II BORROWER LLC,
as Borrower

and

BANK OF CHINA, NEW YORK BRANCH,
as Lender

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION 1
Section 1.1 Definitions 1
Section 1.2 Principles of Construction 33
ARTICLE II GENERAL TERMS 33
Section 2.1 Loan 33
Section 2.2 Interest 34
Section 2.3 Prepayments 40
Section 2.4 Intentionally Omitted 41
Section 2.5 Release on Payment in Full 41
Section 2.6 Tax Status of Lender 42
ARTICLE III CASH MANAGEMENT 44
Section 3.1 Cash Management 44
ARTICLE IV REPRESENTATIONS AND WARRANTIES 50
Section 4.1 Borrower Representations 50
Section 4.2 Survival of Representations 60
Section 4.3 Lender's Representations 61
ARTICLE V BORROWER COVENANTS 61
Section 5.1 Affirmative Covenants 61
Section 5.2 Negative Covenants 77
ARTICLE VI INSURANCE; CASUALTY; CONDEMNATION; RESTORATION 81
Section 6.1 Insurance Coverage 81
Section 6.2 Condemnation and Insurance Proceeds 96
ARTICLE VII IMPOSITIONS, OTHER CHARGES, LIENS AND OTHER ITEMS 101
Section 7.1 Borrower to Pay Impositions and Other Charges 101
Section 7.2 No Liens 101

Page

Section 7.3 Contest 101

ARTICLE VIII TRANSFERS, INDEBTEDNESS, SUBORDINATE LIENS AND CONDOMINIUM 102

Section 8.1 Restrictions on Transfers 102

Section 8.2 Sale of Equipment 102

Section 8.3 Immaterial Transfers and Easements, etc. 103

Section 8.4 Debt 103

Section 8.5 Interest Transfers; Property Transfers 103

Section 8.6 Deliveries to Lender 105

Section 8.7 Leases 105

ARTICLE IX MAINTENANCE OF PROPERTY; ALTERATIONS 109

Section 9.1 Maintenance of Property 109

Section 9.2 Conditions to Alteration 110

Section 9.3 Costs of Alteration 111

ARTICLE X BOOKS AND RECORDS, FINANCIAL STATEMENTS, REPORTS AND OTHER INFORMATION 113

Section 10.1 Books and Records 113

Section 10.2 Financial Statements 113

ARTICLE XI ASSIGNMENTS AND PARTICIPATIONS; COMPONENT NOTES; SECURITIZATION 115

Section 11.1 Assignments; Register 115

Section 11.2 Participations; Register 116

Section 11.3 Pledge 117

Section 11.4 Disclosure of Information; Cooperation; Confidentiality 117

Section 11.5 Component Notes 118

Section 11.6 Sale of Note and Securitization 119

Section 11.7 Intentionally Omitted 120

Section 11.8 Securitization Financial Statements 120

TABLE OF CONTENTS
(continued)

Page

Section 11.9 Securitization Indemnification 120

Section 11.10 Retention of Servicer 122

ARTICLE XII RESERVE ACCOUNTS 123

Section 12.1 Tax Reserve Account 123

Section 12.2 Insurance Reserve Account 124

Section 12.3 Capital Expenditures Reserve Account 125

Section 12.4 Leasing Reserve Account 127

Section 12.5 Lease Termination Fees Reserve Account 128

Section 12.6 Trigger Period Cure Account 129

Section 12.7 Reserve Accounts, Generally 130

Section 12.8 Excess Cash Flow Reserve Account 130

Section 12.9 Letters of Credit 131

ARTICLE XIII DEFAULTS 132

Section 13.1 Event of Default 132

Section 13.2 Remedies 136

Section 13.3 Remedies Cumulative; Waivers 137

Section 13.4 Costs of Collection 138

ARTICLE XIV SPECIAL PROVISIONS 138

Section 14.1 Exculpation 138

ARTICLE XV MISCELLANEOUS 140

Section 15.1 Survival 141

Section 15.2 Lender’s Discretion 141

Section 15.3 Governing Law 141

Section 15.4 Modification, Waiver in Writing 142

Section 15.5 Delay Not a Waiver 142

Section 15.6 Notices 143

Section 15.7 TRIAL BY JURY 144

Page

Section 15.8 Headings 145
Section 15.9 Severability 145
Section 15.10 Preferences 145
Section 15.11 Waiver of Notice 145
Section 15.12 Expenses; Indemnity 145
Section 15.13 Exhibits and Schedules Incorporated 148
Section 15.14 Offsets, Counterclaims and Defenses 148
Section 15.15 Liability of Assignees of Lender 148
Section 15.16 No Joint Venture or Partnership; No Third-Party Beneficiaries 149
Section 15.17 Publicity 149
Section 15.18 Waiver of Marshalling of Assets 149
Section 15.19 Waiver of Counterclaim and Other Actions 149
Section 15.20 Conflict; Construction of Documents; Reliance 149
Section 15.21 Prior Agreements 150
Section 15.22 Counterparts 150
Section 15.23 Intentionally Omitted 150
Section 15.24 WAIVER OF SPECIAL DAMAGES 150
Section 15.25 USA PATRIOT Act Notification 150

Schedules

Schedule 1.1(a) – ALX Competitors
Schedule 1.1(b) – REA's
Schedule 1.2 – Surviving Matters
Schedule 4.1.1 – Borrower Organizational Structure Chart
Schedule 5.1.26 – Violations
Schedule 8.7.5 – Security Deposits

Exhibits

Exhibit A – Intentionally Omitted
Exhibit B – Form of Tenant Notification Letter
Exhibit C – Intentionally omitted
Exhibit D – Form of Non-Disturbance Agreement
Exhibit E – Retail Unit Description

SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, dated as of December 5, 2025 (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Agreement**"), among **REGO II BORROWER LLC**, a Delaware limited liability company ("**Borrower**"), having an office at c/o Alexander's, Inc., 210 Route 4 East, Paramus, New Jersey 07652, and **BANK OF CHINA, NEW YORK BRANCH**, having an address at 7 Bryant Park, 1045 Avenue of the Americas, 13th Floor, New York, New York 10018 (together with its successors and assigns, "**Lender**").

W I T N E S S E T H:

WHEREAS, Borrower and Lender have heretofore entered into that certain Loan and Security Agreement dated as of November 30, 2011 (as amended from time to time, the "**Original Loan Agreement**"), with respect to a loan in the amount of $275,000,000.00 (the "**Original Loan**") secured by, amongst other things, a mortgage on the Retail Unit (as hereinafter defined).

WHEREAS, Borrower and Lender entered into that certain Amended and Restated Loan and Security Agreement dated as of December 12, 2018, which was amended by (i) that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of February 14, 2020, (ii) that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of October 23, 2020, and (iii) that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of December 1, 2022 (as so amended, the "**Existing Loan Agreement**"), amending and restating the Original Loan Agreement, with respect to a loan in the reduced amount of $252,543,606.53, which was subsequently prepaid in part such that the outstanding principal balance prior to giving effect to this Agreement is $198,544,440.84 (the "**Existing Loan**") secured by, amongst other things, a mortgage on the Retail Unit (as hereinafter defined).

WHEREAS, Borrower and Lender desire to amend and restate the terms and conditions contained in the Existing Loan Agreement as set forth herein;

WHEREAS, Borrower desires to obtain the Loan (as hereafter defined) from Lender to repay and discharge the Existing Loan;

WHEREAS, Lender is willing to make the Loan to Borrower, subject to and in accordance with the terms of this Agreement and the other Loan Documents (as hereafter defined);

THEREFORE, the Existing Loan Agreement is hereby amended and restated in its entirety so that the terms, covenants, conditions and provisions of the Existing Loan Agreement shall read and be as set forth in this Agreement;

NOW, THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Agreement, the parties hereto hereby covenant, agree, represent and warrant as follows:

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

"**ABR**" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day and (b) the Federal Funds Rate in effect on such day plus 0.50%. Any change in the ABR due to a change in the Prime Rate or the Federal Funds Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal Funds Rate.

"**ABR Loan**" means a Loan that bears interest based on the ABR.

"**Account Agreement**" shall mean that certain Blocked Account Control Agreement, dated as of February 5, 2019, among Lender, Borrower and Collection Bank, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Account Collateral**" shall have the meaning set forth in Section 3.1.2(a).

"**Act**" shall have the meaning set forth in Section 5.1.4(ff)(vi).

"**Affiliate**" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"**Agreement**" shall have the meaning set forth in the first paragraph of this Agreement.

"**ALTA**" shall mean American Land Title Association, or any successor thereto.

"**Alteration**" shall have the meaning set forth in Section 9.2.

"**Alteration Deficiency**" shall have the meaning set forth in Section 9.3(b)(ii).

"**ALX**" shall mean Alexander's, Inc.

"ALX Competitor" shall mean the Persons listed on Schedule 1.1(a), attached hereto and made a part hereof (the "**Initial ALX Competitors**"), and such other Person(s) who are identified by Borrower to Lender from time to time (but in no event more frequently than twice in any calendar year), and, either directly or through Affiliates of such Person, are primarily in the business of owning, operating and/or developing real property; provided, however that the following entities shall be specifically excluded from this definition: (a) any pension fund, pension trust or pension account, (b) any insurance company which is subject to supervision by the insurance commissioner, or a similar official or agency, of a state or territory of the United States (including the District of Columbia), (c) a corporation organized under the banking laws of the United States or any state or territory of the United States (including the District of Columbia), and (d) any investment bank.

"**ALX Transfer**" and "**ALX Transfers**" shall have the meaning set forth in the definition of "Permitted Transfers".

"**Annual Budget**" shall mean the operating budget for the Property prepared by either Borrower or Manager, on Borrower's behalf, pursuant to the Management Agreement, for the applicable Fiscal Year or other period setting forth, in reasonable detail, Borrower's or Manager's, as applicable, good faith estimates of the anticipated results of operations of the Property, including revenues from all sources, all Operating Expenses, Management Fees, Manager Lease Fees and Capital Expenditures.

"**Applicable Interest Rate**" shall mean the sum of (i) the Index and (ii) the Applicable Margin.

"**Applicable Margin**" shall mean two hundred (200) basis points.

"**Appraisal**" means a written statement setting forth an opinion of the market value of the Property that (i) has been independently and impartially prepared by a Qualified Appraiser directly engaged by Lender, (ii) complies with all applicable federal and state laws and regulations dealing with appraisals or valuations of real property, and (iii) has been reviewed as to form and content and approved by Lender, in its reasonable discretion.

"**Approved Bank**" shall mean a bank or other financial institution which has a minimum long-term unsecured debt rating of at least "A-" by S&P, "A3" by Moody's or "A-" by Fitch.

"**Assignment of Contracts**" shall mean that certain Second Amended and Restated Assignment of Contracts, Licenses and Permits, dated as of the date hereof, from Borrower, as assignor, to Lender, as assignee.

"**Assignment of Interest Rate Protection Agreement**" shall mean collectively, an Assignment(s) of Interest Rate Protection Agreement in form and substance reasonably satisfactory to Borrower or an Affiliate of Borrower, as applicable, Lender and the related Counterparty to the related Interest Rate Protection Agreement to be entered into pursuant to Section 5.1.25.

"**Assignment of Leases**" shall mean that certain first priority Second Amended and Restated Assignment of Leases and Rents, dated as of the date hereof, from Borrower, as assignor, to Lender, as assignee.

"**Assignment of Management Agreement**" shall mean that certain Second Amended and Restated Assignment, Consent and Subordination of Management Agreement, dated as of the date hereof, among Lender, Borrower and Manager, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Assignment Opinion**" shall have the meaning set forth in Section 5.1.25(h).

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date.

"**Bankruptcy Code**" shall mean Title 11 of the United States Code entitled "Bankruptcy," as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors' rights.

"**Benchmark**" mean initially, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.2.12(c), provided that in no case shall the Benchmark be less than the Floor.

"**Benchmark Replacement**" means with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by Administrative Agent for the applicable Benchmark Replacement Date:

(a) the sum of Daily Simple SOFR and any applicable Benchmark Replacement Adjustment; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or

recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment;

provided in any case that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-denominated syndicated credit facilities.

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative or non-compliant or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness, non-compliance, or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), that states the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section titled "Benchmark Replacement Setting" and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.2.12.

"BOC" shall have the meaning set forth in Section 11.9.2(b).

"BOC Group" shall have the meaning set forth in Section 11.9.2(b).

"**Borrower**" has the meaning set forth in the first paragraph of this Agreement, together with any permitted successors or assigns.

"**Borrower Related Party**" shall mean Borrower, Guarantor, any Manager which is an Affiliate of Borrower or Guarantor or any other Person that is Controlled by or is under common Control with Borrower or Guarantor.

"**Borrower's Account**" shall mean Account #2030267849959 named "Alexander's, Inc.", ABA# 031201467.

"**Borrower's Architect**" shall mean Borrower's architect, engineer or construction consultant which is licensed to practice in the State and has at least five (5) years of architectural, engineering or construction experience in connection with commercial properties in New York City.

"**Borrower's Certificate**" shall mean a certificate executed by an authorized signatory of Borrower or Manager that is familiar with the financial condition of Borrower and the operation of the Property, as the act of Borrower and not of such authorized signatory, who shall have no personal liability in connection therewith.

"**Borrower's Knowledge**" means the current actual knowledge of Bob Ausburn, Gary Hansen and Adam Malitz.

"**Borrower Policies**" shall have the meaning set forth in Section 6.1.1(f) hereof.

"**Breakage Costs**" shall have the meaning set forth in Section 2.2.3(f).

"**Business Day**" shall mean any day other than a Saturday, Sunday or any other day on which banks in New York, New York are not open for domestic and international business.

"**Calculation Period**" means the twelve (12) calendar month period ending on the last day of the calendar quarter immediately prior to the applicable Determination Date.

"**Capital Expenditure Funds**" has the meaning set forth in Section 12.3.1.

"**Capital Expenditures**" shall mean any amount incurred in respect of capital items which in accordance with GAAP would not be included in Borrower's annual financial statements for an applicable period as an operating expense of the Property and is not reasonably expected by Borrower to be a regularly recurring operating expense of the Property.

"**Capital Expenditures Reserve Account**" shall have the meaning set forth in Section 3.1.6(e).

"**Captive Insurance Company**" shall have the meaning set forth in Section 6.1.9(a).

"**Cash**" shall mean the legal tender of the United States of America.

"**Cash or Cash Equivalents**" shall mean any one or a combination of the following: (a) Cash, and (b) U.S. Obligations.

"**Cash Management Account**" shall have the meaning set forth in Section 3.1.6.

"**Cash Management Agreement**" shall mean the Cash Management Agreement, dated as of the date hereof, among Lender, Borrower and the Deposit Bank, as the same may be amended, modified, supplemented or replaced from time to time.

"**Casualty Amount**" shall mean $3,000,000.00.

"**Certificate of Division**" means a certificate, registration statement or any other document required to be filed with any applicable governmental authority in order to legally effectuate an LLC Division (including, without limitation, a certificate of division as described in Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time),.

"**Closing Date**" shall mean the date of this Agreement set forth in the introductory paragraph hereof.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, as it may be further amended from time to time, and any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

"**Collateral**" shall mean all property of Borrower or any other Person in which Lender has or is intended to have a security interest hereunder, under the Mortgage, the Assignment of Leases and the other Loan Documents.

"**Collateral Accounts**" shall have the meaning set forth in Section 3.1.6.

"**Collection Account**" shall have the meaning set forth in Section 3.1.1.

"**Collection Bank**" shall mean JPMorgan Chase, N.A. or any successor Eligible Institution acting as Collection Bank under the Account Agreement or other financial institution reasonably approved by Lender.

"**Condominium**" shall mean the Rego II Condominium, a condominium regime established in accordance with the Declaration and all applicable Legal Requirements, including, without limitation, the Condominium Act and the requirements of any applicable Governmental Authority.

"**Condominium Act**" shall mean the Condominium Act of the State of New York, Article 9-B of the Real Property Law of the State of New York (339-d et seq.), and all modifications, supplements and replacements thereof and all regulations with respect thereto, now or hereafter enacted or promulgated.

"**Condominium Association**" shall mean the condominium association created pursuant to the Declaration.

"**Condominium Board**" shall mean the board of managers of the Condominium.

"**Condominium By-Laws**" shall have the meaning set forth in Section 6.2.5(c) hereof.

"**Condominium Common Charges**" shall mean all common charges, maintenance fees and other assessments imposed pursuant to the Condominium Documents, including, without limitation, water rates and sewer rates.

"**Condominium Documents**" shall mean the Declaration, the Condominium By-Laws and rules and regulations of the Condominium Association, the Condominium Tax Lot Drawings, and any and all other documentation related to the formation and operation of the Condominium under the Condominium Act, as the same may be amended, supplemented or otherwise modified from time to time.

"**Condominium Policies**" shall have the meaning set forth in Section 6.1.1(c) hereof.

"**Condominium Tax Lot Drawings**" refers to the tax lot drawings (tax maps) of the Condominium recorded immediately following the Declaration as CRFN 2013000458266.

"**Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Business Day," the definition of "ABR," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Administrative Agent in a manner substantially consistent with market practice (or, if Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Contest Threshold**" shall have the meaning set forth in Section 7.3.

"**Control**" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise (and Control shall not be deemed absent solely because a non-managing member, partner or shareholder shall have veto rights with respect to major decisions). The terms Controlled, Controlling and Common Control shall have correlative meanings.

"**Counterparty**" shall mean each counterparty to, or issuer of, any Interest Rate Protection Agreement other than Borrower or an Affiliate of Borrower.

"**Counterparty Opinion**" shall have the meaning set forth in Section 5.1.25(g).

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided that if Administrative Agent decides that any such convention is not administratively feasible for Administrative Agent, then Administrative Agent may establish another convention in its reasonable discretion.

"**Debt**" shall mean, with respect to any Person at any time: (a) indebtedness or liability of such Person for borrowed money whether or not evidenced by bonds, debentures,

notes or other instruments, or indebtedness for the deferred purchase price of property or services; (b) obligations of such Person as lessee under leases which should have been or should be, in accordance with GAAP, recorded as capital leases; (c) current liabilities of such Person in respect of unfunded vested benefits under plans covered by Title IV of ERISA; (d) obligations otherwise described in this definition of "Debt" issued for, or liabilities incurred on the account of, such Person; (e) obligations or liabilities of such Person arising under letters of credit, credit facilities or other acceptance facilities; (f) obligations of such Person under any guarantees or other agreement to become secondarily liable for any obligation of any other Person, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or otherwise to assure a creditor against loss; (g) obligations of such Person secured by any Lien (excluding Liens for Impositions or Other Charges which are not yet due and payable) on any property of such Person, whether or not the obligations have been assumed by such Person; or (h) obligations of such Person under any interest rate or currency exchange agreement.

"**Debt Service**" shall mean, with respect to any particular period of time, scheduled principal and interest payments due under the Note (after taking into account any cap or interest payments actually received by Lender and provided by any Interest Rate Protection Agreement entered into by Borrower pursuant to Section 5.1.25).

"**Debt Service Reserve Account**" shall have the meaning set forth in Section 3.1.6(a).

"**Debt Yield**" as of a Determination Date means the percentage obtained by dividing (x) Net Operating Income during the applicable Calculation Period by (y) the Principal Amount as of the last day of such Calculation Period (which amount shall be reduced by (1) the amount of Cash and/or Letters of Credit delivered to Lender to be maintained in the Trigger Period Cure Account pursuant to Section 12.6.1 and (2) Cash deposited into the Excess Cash Flow Reserve Account as a result of a Debt Yield Trigger. Debt Yield shall be calculated by Borrower, who will certify such calculation to Lender in writing (accompanied by all statements and background information used for such calculation) for Lender's review and reasonable approval.

"**Debt Yield Trigger Event**" shall mean the failure of the Debt Yield to equal or exceed the Trigger Period Threshold for two (2) consecutive fiscal quarters.

"**Debt Yield Trigger Cure**" shall mean, during a Debt Yield Trigger Period, the Debt Yield being greater than or equal to the Trigger Period Threshold for two (2) consecutive fiscal quarters.

"**Debt Yield Trigger Period**" shall mean any period during the term of the Loan commencing upon a Debt Yield Trigger Event and ending following a Debt Yield Trigger Cure.

"**Declaration**" shall mean that certain Declaration (together with all exhibits annexed thereto, including without limitation, the Condominium By-Laws) establishing a Plan for Condominium ownership of the Premises known as 61-01 Junction Boulevard, Rego Park, New York, dated as of March 8, 2013 and recorded as CRFN 2013000458265, as amended by that certain First Amendment to Declaration of Rego II Condominium dated as of October 23, 2020 and recorded as CRFN 202000330821, as the same may be further amended, supplemented or otherwise modified from time to time.

"**Default**" shall mean the occurrence of any event hereunder or under any of the other Loan Documents which, but for the giving of notice or passage of time, or both, would be an Event of Default.

"**Default Rate**" shall mean, with respect to an acceleration of the Loan, a rate per annum equal to the lesser of (a) the Maximum Legal Rate and (b) three percent (3%) above the Applicable Interest Rate.

"**Deficiency**" shall have the meaning set forth in Section 6.2.4(b)(ii).

"**Deposit Bank**" shall mean Bank of China, New York Branch or any successor Eligible Institution thereto; provided, however, so long as no Event of Default has occurred and is continuing, Borrower may change the identity of the Deposit Bank during the term of the Loan by providing not less than thirty (30) days' prior written notice to Lender thereof.

"**Determination Date**" means the date that is forty-five (45) days following the end of each calendar quarter occurring during the term of the Loan.

"**Development Rights Documentation**" is defined in Section 8.8.1.

"Development Rights Transfer" is defined in Section 8.8.1.

"**Disclosure Documents**" shall have the meaning set forth in Section 11.9.1.

"**Divided LLC**" means any limited liability company that has been formed upon the consummation of an LLC Division.

"**Eligible Account**" shall mean a separate and identifiable account from all other funds held by the holding institution that is either (a) an account or accounts maintained with a federal or state-chartered depository institution or trust company which complies with the definition of Eligible Institution or (b) a segregated trust account or accounts maintained with a federal or state chartered depository institution or trust company acting in its fiduciary capacity which, in the case of a state chartered depository institution or trust company, is subject to regulations substantially similar to 12 C.F.R. §9.10(b), having in either case a combined capital and surplus of at least Fifty Million and 00/100 Dollars ($50,000,000.00) and subject to

supervision or examination by federal and state authority. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other instrument.

"**Eligible Institution**" shall mean a depository institution or trust company, the short term unsecured debt obligations or commercial paper of which are rated at least "A-1" by S&P, "P-1" by Moody's or "F-1" by Fitch in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of accounts in which funds are held for more than thirty (30) days, the long-term unsecured debt obligations of which are rated at least "A+" by Fitch and S&P and "A1" by Moody's). Lender shall constitute an Eligible Institution.

"**Environmental Indemnity Agreement**" shall mean that certain Second Amended and Restated Environmental Indemnity Agreement dated as of the date hereof given by Borrower and Guarantor, for the benefit of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Environmental Law**" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereafter enacted, promulgated or issued, with respect to the protection of human health as it relates to Hazardous Material exposure, or the environment, any Hazardous Materials, Microbial Matter, drinking water, stream sediments, vegetation, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, atmosphere, soil, storm water run-off, waste emissions or wells, or the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of any Hazardous Materials. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated thereunder, and amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered Sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. § 9601 *et seq.*); (b) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); (c) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); (d) the Toxic Substances Control Act (15 U.S.C. § 2061 *et seq.*); (e) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (f) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (g) the Safe Drinking Water Act (21 U.S.C. § 349; 42 U.S.C. § 201 and § 300f *et seq.*); (h) the National Environmental Policy Act of 1969 (42 U.S.C. § 4321); (i) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered Sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (j) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. § 1101 *et seq.*); (k) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 USCA 6901 et seq.; (l) the Emergency Planning and Community Right-to-Know Act of 1986, 42 USCA 11001 et seq.; (m) the River and Harbor Act of 1899, 33 USCA 401 et seq.; (n) the Endangered Species Act of 1973, 16 USCA 1531 et seq.; and (o) the Occupational Safety and Health Act of 1970, 29 USCA 651 et seq. The term

"Environmental Law" also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of a property; or requiring notification or disclosure of Releases of Hazardous Materials or other environmental conditions of a property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property.

"**Equipment**" shall have the meaning set forth in the Mortgage.

"**ERISA**" shall mean the United States Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and the rulings issued thereunder.

"**Event of Default**" shall have the meaning set forth in Section 13.1(a).

"**Excess Cash Flow Reserve Account**" shall have the meaning set forth in Section 3.1.6(f).

"**Excess Development Rights**" means any development rights, whether as-of right or available on a "bonus" or other discretionary basis, not necessary for the Property to constitute a legal, conforming use, and for the existing structure thereon to be a complying building and operational for its current use.

"**Exchange Act**" shall have the meaning set forth in Section 11.9.1.

"**Exculpated Parties**" shall have the meaning set forth in Section 14.1.1.

"**Excusable Delay**" shall mean a delay solely due to acts of God, governmental restrictions, stays, judgments, orders, decrees, enemy actions, civil commotion, fire, casualty, strikes, work stoppages, shortages of labor or materials or other causes beyond the reasonable control of Borrower, but Borrower's lack of funds in and of itself shall not be deemed a cause beyond the control of Borrower.

"**Existing Loan**" shall have the meaning set forth in the recitals hereof.

"**Existing Loan Agreement**" shall have the meaning set forth in the recitals hereof.

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any

intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"**Federal Funds Rate**" means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depositary institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate.

"**Federal Reserve Bank of New York's Website**" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org or any successor source**.**

"**Final Member**" shall have the meaning set forth in Section 5.1.4(ff)(vii).

"**Fiscal Year**" shall mean each twelve (12) month period commencing on January 1 and ending on December 31 during each year of the term of the Loan or the portion of any such twelve (12) month period falling within the term of the Loan in the event that such twelve (12) month period occurs partially before or after, or partially during, the term of the Loan.

"**Fitch**" shall mean Fitch Ratings, Inc.

"**Fixtures**" shall have the meaning set forth in the Mortgage.

"**Floor**" means zero (0.00%) percent.

"**Foreign Lender**" shall have the meaning set forth in Section 2.6.1(b).

"**GAAP**" means accounting principles generally accepted in the United States of America as in effect from time to time, applied on a basis consistent with those used in the preparation of the financial statements referred to in Article X (except for changes concurred to by Independent Accountants); provided that, if Borrower notifies Lender that Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application of any such change on the operation of such provision, regardless of whether any such notice is given before or after such change in GAAP or in the application of any such change, then such provision shall be interpreted on the basis of GAAP as in effect and applied for purposes of this Agreement immediately before such change shall have become effective.

"**Government Lists**" has the meaning set forth in Section 4.1.40.

"**Governmental Authority**" shall mean any court, board, agency, commission, office or other authority of any nature whatsoever of any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"**Guarantor**" shall mean ALX, or any permitted successor thereto.

"**Guarantor's Certificate**" shall mean a certificate executed by an authorized signatory of Guarantor that is familiar with the financial condition of Guarantor.

"**Guaranty**" shall mean, collectively, (a) that certain Second Amended and Restated Guaranty of Recourse Obligations, (b) that certain Amended and Restated Completion Guaranty, and (c) that certain Guaranty of Leasing Costs each dated as of the date hereof from Guarantor in favor of Lender.

"**Hazardous Materials**" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

(a) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder; excluding, however, common maintenance and cleaning products regularly found at properties with a standard of operation and maintenance comparable to the Property;

(b) "hazardous waste" and "regulated substances" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

(c) "hazardous materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

(d) "chemical substance or mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and

(e) petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead and radon, and compounds containing them (including gasoline, diesel fuel, oil and lead-based paint), and radioactive materials, flammables and explosives and compounds containing them, excluding, however, products or substances which are generally used in the ordinary course of Premises operations, work projects and similar activities undertaken by or on behalf of Indemnitor

or any tenants at the Premises, in each case in such quantities and concentrations as are reasonable for the intended application.

"**Impositions**" shall mean all taxes (including all ad valorem, sales (including those imposed on lease rentals), use, single business, gross receipts, value added, intangible transaction, privilege or license or similar taxes), business improvement district charges, governmental assessments (including all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not commenced or completed within the term of this Agreement), water, sewer or other rents and charges, excises, levies, fees (including license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Property, and/or any Rents (including all interest and penalties thereon), which at any time prior to, during or in respect of the term hereof may be assessed or imposed on or in respect of or be a Lien upon (a) Borrower (including all income, franchise, single business or other taxes imposed on Borrower for the privilege of doing business in the jurisdiction in which the Property is located), (b) the Property, or any other Collateral delivered or pledged to Lender in connection with the Loan, or any part thereof, or any Rents therefrom or any estate, right, title or interest therein, excluding any taxes paid by Tenants directly to a taxing authority, or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on, or in connection with the Property or the leasing or use of all or any part thereof (other than obligations of Tenants under Leases and any taxes paid by Tenants directly to a taxing authority). Nothing contained in this Agreement shall be construed to require Borrower to pay any tax, assessment, levy or charge earlier than when due, or imposed on (i) any tenant occupying any portion of the Property, (ii) any third party manager of the Property, including the Manager, or (iii) Lender in the nature of a capital levy, estate, inheritance, succession, income or net revenue tax.

"**Improvements**" shall have the meaning set forth in the Mortgage.

"**Indebtedness**" shall mean (a) the Principal Amount of the Loan together with all interest accrued and unpaid thereon, the Prepayment Premium, if applicable, and all other sums due to Lender in respect of the Loan under the Note, this Agreement, the Mortgage or any other Loan Document and (b) all sums which may become due and payable by Borrower to the Counterparty pursuant to any Lender Interest Rate Protection Agreement, including, without limitation, any sums payable by Borrower to such Counterparty in connection with the termination thereof.

"**Indemnified Parties**" shall have the meaning set forth in Section 15.12(b).

"**Independent**" shall mean, when used with respect to any Person, a Person who: (a) does not have any direct financial interest or any material indirect financial interest in Borrower or in any Affiliate of Borrower, (b) is not connected with Borrower or any Affiliate of

Borrower as an officer, employee, promoter, underwriter, trustee, partner, member, manager, creditor (other than as a result of such Person providing services to Borrower or any Affiliate) director, supplier, customer or person performing similar functions, and (c) is not a member of the immediate family of a Person described in (a) or (b) above.

"**Independent Accountant**" shall mean a firm of recognized, certified public accountants which is Independent and which is selected by Borrower and reasonably acceptable to Lender, it being agreed by Lender that any of the so-called "Big Four" accounting firms (including any successor entities thereto) are each hereby approved by Lender as the Independent Accountant.

"**Independent Architect**" shall mean an architect, engineer or construction consultant selected by Borrower which is Independent, licensed to practice in the State and has at least five (5) years of architectural, engineering or construction experience and which is reasonably acceptable to Lender.

"**Independent Manager**" shall mean a natural person who has prior experience as an independent director, independent manager or independent member with at least three years of employment experience and who is provided by a nationally recognized professional service company, and which individual is duly appointed as an Independent Manager and who shall not have been at the time of such individual's appointment or at any time while serving as an Independent Manager be, and may not have been at any time during the preceding five (5) years:

(a) a stockholder, member, director (other than as an Independent Manager), officer, employee, partner, attorney or counsel of Borrower or any Affiliate of Borrower;

(b) a customer, supplier or other Person who derives any of its revenues from its activities with Borrower or any Affiliate of Borrower (other than as an Independent Manager);

(c) a Person or other entity controlling or under common control with any such stockholder, member, partner, customer, supplier or other Person;

(d) a member of the immediate family of any such stockholder, member, director, officer, employee, partner, customer, supplier or other Person; or

(e) or otherwise affiliated with Borrower or any stockholder, member, director, officer, employee, partner, attorney or counsel of Borrower or any guarantor.

For purposes of this definition of "Independent Manager", (i) a "special purpose entity" is an entity, whose organizational documents contain restrictions on its activities and impose requirements intended to preserve such entity's separateness that are substantially similar

to the provisions of Section 5.1.4 hereof, (ii) a "nationally recognized professional service company" means CT Corporation, Corporation Service Company, National Registered Lenders, Inc., Wilmington Trust Company, Stewart Management Company or Lord Securities Corporation or, if none of those companies is then providing professional Independent Managers, another nationally-recognized company reasonably approved by Lender, in each case that is not an Affiliate of Borrower and that provides professional Independent Managers and other corporate services in the ordinary course of its business and (iii) the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise.

"**Index**" means Term SOFR, subject to Section 2.2.3(a) or (b), and in the event of a Benchmark Transition Event pursuant to Section 2.2.12, shall mean the Benchmark Replacement for a tenor comparable to the applicable Interest Period; provided that in no case shall the Index be less than the Floor.

"**Initial ALX Competitors**" shall have the meaning set forth in the definition of "ALX Competitor" above.

"**Insurance Premiums**" shall mean the premiums due under any Policy.

"**Insurance Requirements**" shall mean, collectively, (a) all material terms of any insurance policy required pursuant to this Agreement and (b) all material regulations and then current standards applicable to or affecting the Property or any part thereof or any use or condition thereof, which may, at any time, be recommended by the Board of Fire Underwriters, if any, having jurisdiction over the Property, or such other body exercising similar functions.

"**Insurance Reserve Account**" shall have the meaning set forth in Section 3.1.6(c).

"**Insurance Reserve Amount**" shall have the meaning set forth in Section 12.2.1.

"**Interest Period**" means the period commencing on the date following a given Payment Date and ending on the date that is one day prior to the numerically corresponding day in the calendar month that is one (1) month thereafter (in each case, subject to the availability thereof); provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last

Business Day of the last calendar month of such Interest Period, and (iii) no Interest Period shall extend beyond the Stated Maturity Date.

"**Interest Rate Protection Agreement**" shall mean one or more interest rate hedge products (together with the schedules relating thereto) entered into in connection with the Loan and satisfying the requirements of Section 5.1.25 and otherwise in form and substance reasonably satisfactory to Lender, with a confirmation from the Counterparty thereto, between Borrower or an Affiliate of Borrower, as applicable, and a Counterparty with a Minimum Counterparty Rating, and all amendments, restatements, replacements, supplements and modifications thereto. The term "Interest Rate Protection Agreement" shall include any Lender Interest Rate Protection Agreement.

"**Kohl's**" shall mean Kohl's Department Stores, Inc.

"**Kohl's Space**" shall mean the portion of the Property that is leased to Kohl's pursuant to that certain Agreement of Lease between Borrower and Kohl's dated June 12, 2006, as the same may have been amended or modified from time to time.

"**Late Payment Charge**" shall have the meaning set forth in Section 2.2.8.

"**Lease**" shall mean, any lease, sublease or subsublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted by Borrower a possessory interest in, or right to use or occupy all or any portion of any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, subsublease, or other agreement entered into in connection with such lease, sublease, subsublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

"**Lease Modification**" shall have the meaning set forth in Section 8.7.1.

"**Lease Termination Fee**" shall have the meaning set forth in Section 12.5.1.

"**Lease Termination Fee Reserve Account**" shall have the meaning set forth in Section 12.5.1.

"**Lease Termination Funds**" shall have the meaning set forth in Section 12.5.1.

"**Leasing Reserve Account**" shall have the meaning set forth in Section 3.1.6(d).

"**Legal Requirements**" shall mean all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, and irrespective of the nature of the work to be done, of every Governmental Authority that has

jurisdiction over the Borrower, the Guarantor (in connection with the Loan) or the Property including, without limitation, Environmental Laws and all covenants, restrictions and conditions now or hereafter of record which may be applicable to Borrower or to the Property and the Improvements and the Equipment thereon, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Property and the Improvements and the Equipment thereon including, without limitation, building and zoning codes and ordinances and laws relating to handicapped accessibility.

"**Lender**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Lender Interest Rate Protection Agreement**" shall mean any Interest Rate Protection Agreement entered into by Borrower with Lender or an Affiliate of Lender as Counterparty, and only for so long as such Counterparty remains Lender (or an Affiliate of Lender).

"**Lender's Notice**" shall have the meaning set forth in Section 2.2.3(b).

"**Lender's Loss Payable**" shall have the meaning set forth in Section 6.1.3.

"**Letter of Credit**" or "**Letters of Credit**" shall mean one or more irrevocable, unconditional, transferable, clean sight draft letters of credit, in favor of Lender and entitling Lender to draw thereon in New York, New York, based solely on a statement executed by an officer or authorized signatory of Lender and issued by an Approved Bank. If at any time (a) the institution issuing any such Letter of Credit shall cease to be an Approved Bank or (b) the Letter of Credit is due to expire prior to the sixtieth (60^{th}) day after the Maturity Date (without automatic renewal), Lender shall have the right immediately to draw down the same in full and hold the proceeds thereof in accordance with the provisions of this Agreement, unless Borrower shall deliver a replacement Letter of Credit from an Approved Bank within (i) as to (a) above, twenty (20) days after Lender delivers written notice to Borrower that the institution issuing the Letter of Credit has ceased to be an Approved Bank or (ii) as to (b) above, at least twenty (20) days prior to the expiration date of such Letter of Credit. Borrower shall not have or be permitted to have any liability or other obligations under any reimbursement agreement with respect to any Letter of Credit or otherwise in connection with reimbursement to the Approved Bank for draws on such Letter of Credit.

"**Liabilities**" shall have the meaning set forth in Section 11.9.2(b).

"**License(s)**" shall have the meaning set forth in Section 4.1.23.

"**Lien**" shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance or charge on or affecting Borrower, the

Property, any portion thereof or any interest of Borrower therein, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and the filing of mechanic's, materialmen's and other similar liens and encumbrances.

"**Liquidity Requirement**" shall have the meaning given to it in the Guaranty.

"**LLC Division**" means the division or divisive merger of any limited liability company into multiple entities or multiple series of the same entity pursuant to applicable Law, including pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time.

"**Loan**" shall mean the loan in the original principal amount of One Hundred Seventy Five Million and 00/100 Dollars ($175,000,000.00)] being made by Lender to Borrower with respect to the Property which is the subject of this Agreement.

"**Loan Agreement**" shall mean this Agreement.

"**Loan Documents**" shall mean, collectively, this Agreement, the Note, the Mortgage, the Assignment of Leases, the Assignment of Contracts, the Environmental Indemnity Agreement, the Assignment of Management Agreement, the Guaranty, the Assignment of Interest Rate Protection Agreement, the Account Agreement, the Cash Management Agreement, as well as all other documents now or hereafter executed and/or delivered by Borrower or Guarantor with respect to the Loan.

"**London Business Day**" shall mean any day other than a Saturday, Sunday or any other day on which commercial banks in London, England, or New York, New York, are not open for business.

"**Losses**" shall have the meaning set forth in Section 14.1.2.

"**Major Lease**" shall mean the Leases where the premises demised thereunder are 50,000 net rentable square feet of the Property or greater.

"**Major Tenant Event Cure**" shall mean the earlier of (A) entrance by Borrower into one or more Leases covering one hundred percent (100%) of the Kohl's Space, which Leases each satisfy the Major Tenant Event Leasing Conditions and (B) the deposit into the Leasing Reserve Account pursuant to clause (vii) of Section 3.1.7 of an aggregate amount equal to the Major Tenant Trigger Cap. For purposes of determining whether one hundred percent (100%) of the Kohl's Space has been leased, the loading dock area and any area in the Kohl's Space in which new entrance lobbies, service corridors or similar service areas necessary to

subdivide the Kohl's Space to permit leasing to multiple tenants shall be excluded and need not be subject to any lease for a Major Tenant Event Cure to occur.

"**Major Tenant Event Leasing Conditions**" mean the satisfaction of the following:

(1) the execution and delivery of Leases for all or part of the Kohl's Space which Lease(s) either (x) comply with the requirements of Section 8.7 and do not require Lender consent thereunder or (y) have been approved Lender pursuant to Section 8.7;

(2) Lender shall have received a certificate from Borrower (i) stating that all tenant improvements at the Property performed by Borrower have been completed in good and workmanlike manner and in accordance with all applicable federal, state and local laws, rules and regulations, (ii) with respect to any tenant improvements performed by Borrower, stating that each Person that has supplied materials or labor in connection with the tenant improvements to be funded by the requested disbursement has been paid, or will be paid upon such disbursement, all amounts then owing to such Person, and (iii) enclosing copies of appropriate lien waivers, conditional lien waivers or other evidence of payment reasonably satisfactory to Lender; provided, however, that if Borrower is not performing any tenant improvements, then Borrower shall use commercially reasonable efforts to cause the Tenant to deliver the foregoing to the extent required under such Tenant's Lease;

(3) delivery to Lender of a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender other than Permitted Encumbrances and other encumbrances permitted hereunder without Lender's approval;

(4) leasing commissions then due by Borrower in connection with the Lease either have been paid or will be paid upon disbursement of the funds in the Leasing Reserve Account; and

(5) the Tenant under the Lease has accepted the premises demised thereunder, and all conditions to the commencement of rent thereunder have been satisfied other than the expiration of any free rent period.

"**Major Tenant Event Trigger Period**" means the period commencing on December December 5, 2028 if Borrower fails to enter into one or more Lease(s) for one hundred percent (100%) of the Kohl's Space prior to December December 5, 2028 and ending upon the occurrence of a Major Tenant Event Cure. For purposes of determining whether one hundred percent (100%) of the Kohl's Space has been leased, the loading dock area and any area in the Kohl's Space in which new entrance lobbies, service corridors or similar service areas

necessary to subdivide the Kohl's Space to permit leasing to multiple tenants shall be excluded and need not be subject to any lease to avoid a Major Tenant Event Trigger Period.

"**Major Tenant Trigger Cap**" means an amount equal to the product of (A) $19,938,750 multiplied by (B) a fraction, the numerator of which is the gross leasable square footage of all Leases entered by Borrower with respect to the Kohl's Space which Leases satisfy the Major Tenant Event Leasing Conditions on or prior to the occurrence of the Major Tenant Event Trigger Period and the denominator of which is the aggregate gross leasable square footage of the Kohl's Space. For purposes of determining the fraction in the foregoing clause (B), the loading dock area and any area in the Kohl's Space in which new entrance lobbies, service corridors or similar service areas necessary to subdivide the Kohl's Space to permit leasing to multiple tenants shall be excluded from both the numerator and the denominator.

"**Management Agreement**" shall mean, collectively, (x) that certain Rego Park II Management Agreement, dated as of November 30, 2011, by and between Borrower and Manager, and (y) that certain Rego Park II Real Estate Retention Agreement, dated as of November 30, 2011, by and between Borrower and Manager, as amended by the First Amendment to Rego II Real Estate Retention Agreement, dated as of June 18, 2024, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"**Management Fees**" shall mean an amount equal to the property management fees payable to the Manager pursuant to the terms of the Management Agreement for base management services.

"**Manager**" shall mean ALX.

"**Manager Lease Fees**" shall mean the fees for leasing space at the property payable to Manager pursuant to the terms of the Management Agreement.

"Material Action" shall mean, with respect to any Person, to institute proceedings to have such Person be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Person or file a petition seeking, or consent to, reorganization or relief with respect to such Person under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of its property, or make any assignment for the benefit of creditors of such Person, or admit in writing such Person's inability to pay its debts generally as they become due, or declare or effectuate a moratorium on the payment of any obligation, or take action in furtherance of any such action.

"**Material Adverse Effect**" shall mean any event or condition that has a material adverse effect, in each case, taken as a whole on (a) the Property, (b) the use, operation or value

of the Property, (c) the business, profits, operations or financial condition of Borrower or Guarantor, (d) the ability of Borrower to repay the principal and interest of the Loan as it becomes due or to satisfy any of Borrower's obligations under the Loan Documents, (e) the enforceability or validity of the Loan Documents or the perfection or priority of the Liens created under the Loan Documents or (f) the rights, interests and remedies of Lender under the Loan Documents.

"**Material Alteration**" shall mean any Alteration which, when aggregated with (a) all related Alterations (other than decorative work such as painting, wall papering and carpeting and the replacement of fixtures, furnishings and equipment to the extent being of a routine and recurring nature and performed in the ordinary course of business) constituting a single project and (b) all other then-ongoing Alterations commenced after the Closing Date, involves an estimated cost exceeding the Threshold Amount with respect to such Alteration or related Alterations (including the Alteration in question) then being undertaken at the Property.

"**Material Business Terms**" shall have the meaning set forth in Section 8.7.1.

"**Maturity Date**" shall mean December 5, 2030 or such earlier date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.

"**Maximum Legal Rate**" shall mean the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by the Note and as provided for herein or the other Loan Documents, under the laws of such state or states whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the Loan.

"**Microbial Matter**" shall mean fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including, but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

"**Minimum Counterparty Rating**" shall mean a long-term unsecured debt rating of not less than "A-" from S&P or "A3" from Moody's.

"**Monetary Default**" shall mean a Default (a) in an obligation to pay money hereunder or under any Loan Document or (b) arising pursuant to Section 13.1(a)(vi) or (vii).

"**Monthly Capital Expenditures Reserve Amount**" shall have the meaning set forth in Section 12.3.1.

"**Monthly Insurance Reserve Amount**" shall have the meaning set forth in Section 12.2.1.

"**Monthly Tax Reserve Amount**" shall have the meaning set forth in Section 12.1.1.

"**Monthly Tenant Leasing Reserve Amount**" shall have the meaning set forth in Section 12.4.1.

"**Moody's**" shall mean Moody's Investors Service, Inc.

"**Mortgage**" shall mean that certain first priority Third Amended and Restated Fee and Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of the date hereof, between Borrower and Lender, and encumbering the Property, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Multi-Asset Person**" shall mean a Person in respect of which the net operating income from the Property (or such portion thereof allocable to such Person) represents less than fifty percent (50%) of such Person's aggregate gross income.

"**Net Operating Income**" shall mean the amount obtained by subtracting Operating Expenses from Operating Income.

"**Net Worth Requirement**" shall have the meaning given to it in the Guaranty.

"**New Lease**" shall have the meaning set forth in Section 8.7.1.

"**Non-Disturbance Agreement**" shall have the meaning set forth in Section 8.7.9.

"**Non-Excluded Taxes**" shall have the meaning set forth in Section 2.2.10.

"**Note**" shall mean that certain Third Amended and Restated Promissory Note, dated the date hereof, between Borrower and Lender in the principal amount of One Hundred Seventy-Five Million and 00/100 Dollars ($175,000,000)., as same may be amended, supplemented, restated, increased, extended and consolidated, substituted or replaced from time to time.

"**Obligations**" shall have the meaning set forth in the Mortgage.

"**OFAC**" has the meaning set forth in Section 4.1.40.

"**Operating Expenses**" shall mean, for any Calculation Period, without duplication, all expenses actually paid or payable by Borrower during such Calculation Period in connection with the operation, management, maintenance, repair and use of the Property, determined on an accrual basis, and, except to the extent otherwise provided in this definition, in accordance with GAAP. Operating Expenses specifically shall include (a) all operating expenses

incurred during such Calculation Period based on quarterly financial statements delivered to Lender in accordance with Section 10.2.1, (b) property management fees in an amount equal to the greater of (i) two percent (2%) of Operating Income and (ii) the actual property management fees, (c) administrative, payroll, security and general expenses for the Property, (d) the cost of utilities, inventories and fixed asset supplies consumed in the operation of the Property, (e) a reasonable reserve for uncollectible accounts (to the extent that the income relating to such accounts has been included in the determination of Operating Income), (f) costs and fees of Independent professionals (including, without limitation, legal, accounting, consultants and other professional expenses), technical consultants, operational experts (including quality assurance inspectors) or other third parties retained to perform services required or permitted hereunder, (g) cost of attendance by employees at training and manpower development programs, (h) association dues, (i) computer processing charges, (j) operational equipment and other lease payments as permitted herein or reasonably approved by Lender and (k) taxes and other Impositions, other than income taxes or other Impositions in the nature of income taxes and insurance premiums. Notwithstanding the foregoing, Operating Expenses shall not include (a) depreciation or amortization, (b) income taxes or other Impositions in the nature of income taxes, (c) any expenses (including legal, accounting and other professional fees, expenses and disbursements) incurred in connection with the making of the Loan or the sale, exchange, transfer, financing or refinancing of all or any portion of the Property or in connection with the recovery of Proceeds which are applied to prepay the Note, (d) any expenses which in accordance with GAAP should be capitalized, (e) Debt Service, (f) any item of expense which would otherwise be considered within Operating Expenses pursuant to the provisions above but which is paid directly by any Tenant, (g) deposits required to be made to the Reserve Accounts, (h) leasing commissions, including all Manager Lease Fees, and (i) tenant improvements and allowances and other reletting costs.

"**Operating Income**" shall mean, for any Calculation Period, all revenues of Borrower during such Calculation Period from the use, ownership or operation of the Property as follows:

(a) all amounts payable to Borrower by any Person as Rent and other amounts under Leases, license agreements, occupancy agreements, concession agreements or other agreements relating to the Property (provided that Rents shall not be straight-lined as may be required under GAAP) for the prospective 3-month period, annualized (taking into account on a pro forma basis Rent increases becoming effective within the ensuing 12-month period);

(b) business interruption or rent insurance proceeds allocable to the applicable Calculation Period;

(c) payments received for utility charges, escalations, forfeited security deposits, interest on credit accounts, service fees or charges, license fees, parking fees

and other pass-through reimbursements paid by Tenants under the Leases of any nature; and

(d) all other amounts which in accordance with GAAP are included in Borrower's annual financial statements as operating income attributable to the Property.

Notwithstanding the foregoing, Operating Income shall not include (i) any Proceeds (other than business interruption or rent insurance proceeds and only to the extent allocable to the applicable Calculation Period), (ii) any proceeds resulting from the Transfer of all or any portion of the Property, (iii) any Rent attributable to a Lease prior to the date on which either (A) the actual payment of rent is required to commence thereunder or (B) less than six (6) months of free rent remains, provided, however, that if a Lease meets the requirements set forth in either clause (A) or (B) at any time during the applicable Calculation Period, the Rents attributable to such Lease shall be included in the calculation of Operating Income for such Calculation Period, (iv) any Leases that are (v) that are in default in the payment of base rent beyond any applicable notice and cure periods, (w) that are with month-to-month tenants or tenants that otherwise have a remaining term of less than three (3) months (whether by expiration of its then-current term, termination by Borrower or tenant or otherwise), (x) that are with Tenants that are in bankruptcy and have not affirmed their Lease, (y) where the Tenant is currently in litigation against Borrower, or (z) where a Tenant is "holding over" past the expiration date set forth in such Lease; (v) any item of income otherwise included in Operating Income but paid directly by any Tenant to a Person other than Borrower as an offset or deduction against Rent payable by such Tenant, provided such item of income is for payment of an item of expense (such as payments for utilities paid directly to a utility company) and such expense is otherwise excluded from the definition of Operating Expenses pursuant to clause (f) of the definition thereof, (vi) security deposits received from Tenants until forfeited or applied, (vii) any termination fees paid under any Lease in connection with the termination thereof (except to the extent applied on a pro-rata basis over the non-terminable portion of the Lease term prior to such termination) and (viii) interest income. Operating Income shall be calculated on the accrual basis of accounting and, except to the extent otherwise provided in this definition, in accordance with GAAP.

"Opinion of Counsel" shall mean an opinion of counsel of a law firm selected by Borrower and reasonably acceptable to Lender.

"**Original Loan**" shall have the meaning set forth in the recitals hereof.

"**Original Loan Agreement**" shall have the meaning set forth in the recitals hereof.

"**Other Charges**" shall mean maintenance charges, impositions other than Impositions, and any other charges, including, without limitation, vault charges and license fees

for the use of vaults, chutes and similar areas adjoining the Property, now or hereafter levied or assessed or imposed against the Property or any part thereof by any Governmental Authority, other than those required to be paid by a Tenant pursuant to its respective Lease.

"**Otherwise Rated Insurer**" shall have the meaning set forth in Section 6.1.2(a).

"**Participant Register**" shall have the meaning set forth in Section 11.2.2.

"**Patriot Act**" shall have the meaning set forth in the definition of Prescribed Laws.

"**Patriot Act Offense**" has the meaning set forth in Section 4.1.40.

"**Payment Date**" shall be the thirtieth (30th) calendar day of each calendar month and if such day is not a Business Day or such day does not exist in such month, then the Business Day immediately succeeding such day, commencing on December 30, 2025 and continuing to and including the Maturity Date.

"**Payment Date**" shall also include such earlier date, if any, on which the unpaid Principal Amount is paid in full.

"**Permitted Debt**" shall mean, collectively, (a) the Note and the other obligations, indebtedness and liabilities specifically provided for in any Loan Document and secured by this Agreement, the Mortgage and the other Loan Documents, (b) trade payables incurred in the ordinary course of Borrower's business, not secured by Liens on the Property (other than statutory liens under the UCC and liens being properly contested in accordance with the provisions of this Agreement or the Mortgage or Liens for amounts not yet due and payable), not to exceed $10,000,000.00 outstanding at any one time (but such calculation shall not include any amounts for which there are deposits held in the Reserve Accounts), payable by or on behalf of Borrower for or in respect of the operation of the Property in the ordinary course of operating Borrower's business, provided that (but subject to the remaining terms of this definition) each such amount shall be paid within sixty (60) days following the date on which each such amount is incurred, except for accounting fees, which may be paid on an annual basis, and (c) amounts due under any equipment leases, provided that, at all times during the term of the Loan, the aggregate amount outstanding under the equipment leases shall not exceed $500,000. Nothing contained herein shall be deemed to require Borrower to pay any amount, so long as Borrower is in good faith, and by proper legal proceedings, diligently contesting the validity, amount or application thereof, provided that in each case, at the time of the commencement of any such action or proceeding, and during the pendency of such action or proceeding (i) no Event of Default shall exist and be continuing hereunder, (ii) adequate reserves with respect thereto are maintained on the books of Borrower in accordance with GAAP, (iii) such contest operates to suspend collection or enforcement, as the case may be, of the contested amount and such contest

is maintained and prosecuted continuously and with diligence and (iv) the amount being contested shall not exceed $1,500,000. Notwithstanding anything set forth herein, in no event shall Borrower be permitted under this provision to enter into a note (other than the Note and the other Loan Documents) or other instrument for borrowed money.

"**Permitted Encumbrances**" shall mean, collectively, (a) any Lien and security interest created or permitted by the Loan Documents, (b) any Lien, encumbrances and other matters disclosed in the Title Policy (including without limitation, the Declaration and Condominium Tax Lot Drawings), (c) any Lien, if any, for Impositions, or for Other Charges, in either case which are not yet due or delinquent or are the subject of a permitted contest pursuant to Section 7.3, (d) statutory liens for labor or materials filed against the Property that are the subject of a permitted contest pursuant to Section 7.3, (e) any Lien arising after the date hereof in connection with the actions permitted to be taken by Borrower in accordance with the provisions of Section 7.3, (f) any Lien filed against equipment leased pursuant to equipment leases permitted hereunder, and (g) the Leases.

"**Permitted Investments**" shall mean any one or more of the following obligations or securities with maturities of not more than three hundred sixty-five (365) days acquired at a purchase price of not greater than par, payable on demand or having a maturity date not later than the Business Day immediately prior to the first Payment Date following the date of acquiring such investment and meeting one of the appropriate standards set forth below:

(a) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States of America including, without limitation, obligations of: the U.S. Treasury (all direct or fully guaranteed obligations), the Farmers Home Administration (certificate of beneficial ownership), the General Services Administration (participation certificates), the U.S. Maritime Administration (guaranteed Title XI financing), the Small Business Administration (guaranteed participation certificates and guaranteed pool certificates), the U.S. Department of Housing and Urban Development (local authority bonds) and the Washington Metropolitan Area Transit Authority (guaranteed transit bonds); provided, however, that the investments described in this clause (a) must (i) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (ii) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index and (iii) such investments must not be subject to liquidation prior to their maturity;

(b) Federal Housing Administration debentures;

(c) obligations of the following United States government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit

System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Student Loan Marketing Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations); provided, however, that the investments described in this clause (c) must (i) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (ii) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index and (iii) such investments must not be subject to liquidation prior to their maturity;

(d) federal funds, unsecured certificates of deposit, time deposits, bankers' acceptances and repurchase agreements with maturities of not more than three hundred sixty-five (365) days of any bank, the short-term obligations of which at all times are rated in the highest short-term rating category by two (2) of the Rating Agencies (or, if not rated by all Rating Agencies, rated by at least one (1) Rating Agency in the highest short-term rating category and otherwise acceptable to each other Rating Agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause (d) must (i) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (ii) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index and (iii) such investments must not be subject to liquidation prior to their maturity;

(e) fully Federal Deposit Insurance Corporation insured demand and time deposits in, or certificates of deposit of, or bankers' acceptances issued by, any bank or trust company, savings and loan association or savings bank, the short-term obligations of which at all times are rated in the highest short-term rating category by each Rating Agency (or, if not rated by all Rating Agencies, rated by at least one (1) Rating Agency in the highest short-term rating category and otherwise acceptable to each other Rating Agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities); provided, however, that the investments described in this clause (e) must (i) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (ii) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index and (iii) such investments must not be subject to liquidation prior to their maturity;

(f) debt obligations with maturities of not more than three hundred sixty-five (365) days and at all times rated by each Rating Agency (or, if not rated by all Rating Agencies, rated by at least one (1) Rating Agency and otherwise acceptable to each other Rating Agency, as confirmed in writing that such investments would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities) in its highest long-term unsecured debt rating category; provided, however, that the investments described in this clause (f) must (i) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (ii) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index and (iii) such investments must not be subject to liquidation prior to their maturity;

(g) commercial paper (including both non-interest bearing discount obligations and interest bearing obligations payable on demand or on a specified date not more than one (1) year after the date of issuance thereof) with maturities of not more than three hundred sixty-five (365) days and that at all times is rated by each Rating Agency (or, if not rated by all Rating Agencies, rated by at least one (1) Rating Agency and otherwise acceptable to each other Rating Agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities) in its highest short-term unsecured debt rating; provided, however, that the investments described in this clause (g) must (i) have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (ii) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index and (iii) such investments must not be subject to liquidation prior to their maturity;

(h) units of taxable money market funds, which funds are regulated investment companies, seek to maintain a constant net asset value per share and invest solely in obligations backed by the full faith and credit of the United States, which funds have the highest rating available from each Rating Agency (or, if not rated by all Rating Agencies, rated by at least one (1) Rating Agency and otherwise acceptable to each other Rating Agency, as confirmed in writing that such investment would not, in and of itself, result in a downgrade, qualification or withdrawal of the then current ratings assigned to the Securities) for money market funds;

(i) deposits in Bank of China certificate of deposit or money market accounts; and

(i) any other security, obligation or investment which has been approved as a Permitted Investment in writing by Lender.

"**Permitted Transfers**" means any of the following (each, an "**ALX Transfer**" and, collectively, "**ALX Transfers**"):

(a) any pledge of direct or indirect equity interests in and/or right to distributions by ALX or any Multi-Asset Person to secure a loan to any such Persons that is secured by all or a substantial portion of any of such Person's assets;

(b) the Transfer or issuance of any securities or any direct or indirect interests in (i) any direct or indirect owner of Borrower, in either case, whose securities are publicly traded on a national exchange (including ALX) (regardless of whether such Transfer or issuance is of publicly traded securities or interests), (ii) any Person who directly or indirectly holds such publicly traded securities or interests or (iii) any Multi-Asset Person; provided, that after such Transfer, ALX shall continue to Control Borrower; or

(c) the merger or consolidation of ALX with or into any other Person or sale of all or substantially all of the assets of ALX;

provided, however, (i) in the case of any ALX Transfer made pursuant to clause (c) above only, Borrower shall provide Lender with notice of such ALX Transfer within five (5) Business Days after the effective date thereof and (ii) if any ALX Transfer or series of ALX Transfers (other than the sale of publicly traded securities in ALX) shall result in a change of Control of ALX, then Lender's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) shall be required in connection with such ALX Transfer unless after giving effect to such ALX Transfer, ALX (or the successor entity thereto) shall be a Person that has and provides substantially at least the same experience and expertise as ALX prior to such Transfer, merger or consolidation in conducting business of the nature currently conducted by ALX in respect of the Property's type.

"**Person**" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"**Physical Condition Report**" shall mean that certain Property Condition Report dated as of October 28, 2025, prepared by EBI Consulting as EBI Project No. 250052946PR.

"**Plan**" shall have the meaning set forth in Section 4.1.10(a).

"**Plan of Division**" means a plan of division adopted by a limited liability company, as required by any applicable Governmental Authority in order to legally effectuate an

LLC Division, including, without limitation, a plan of division, as described in Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time.

"**Policy**" or "**Policies**" shall have the meaning set forth in Section 6.1.1(f) hereof.

"**Prepayment Date**" shall have the meaning set forth in Section 2.3.1(c).

"**Prepayment Premium**" shall mean in respect of any prepayment of the Loan (other than any prepayment of the Loan in accordance with Section 2.2.3(h), Section 2.2.9 or Section 6.2, which shall not give rise to any Prepayment Premium or penalty) during the Prepayment Premium Period, an amount equal to the product of (i) the Applicable Margin, times (ii) the Principal Amount so prepaid, times (iii) a fraction, the numerator of which is the number of days from the date of such prepayment through the Prepayment Premium Period End Date and the denominator of which is 360.

"**Prepayment Premium Period**" shall mean the period commencing on the Closing Date and ending on the Prepayment Premium Period End Date.

"**Prepayment Premium Period End Date**" shall mean the date that is the first (1st) anniversary of the Closing Date.

"**Prescribed Laws**" shall mean, collectively, (a) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (The USA PATRIOT Act) (the "**Patriot Act**"), (b) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (c) the International Emergency Economic Power Act, 50 U.S.C. § 1701 *et seq.*, and (d) all other Legal Requirements relating to money laundering or terrorism.

"**Prime Rate**" means the rate of interest per annum last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Any change in the Prime Rate shall take effect at the opening of business on the day such change is publicly announced or quoted as being effective.

"**Principal Amount**" shall mean the outstanding principal amount of the Loan.

"**Proceeds**" shall have the meaning set forth in Section 6.2.2.

"Provided Information" shall have the meaning set forth in Section 11.6.1.

"**Property**" shall have the meaning set forth in the Mortgage.

"**Qualified Appraiser**" means an independent, nationally recognized, M.A.I. certified appraiser reasonably selected by Lender.

"**Qualified Manager**" shall mean (a) ALX, VRLP or any Affiliate of ALX or VRLP, (b) a reputable and experienced management company which manages at least 5,000,000 square feet of gross leasable area exclusive of the Property and which management company shall have at least five (5) years of experience managing properties similar in class and size to the Property which are located in New York City and/or other similar metropolitan areas, or (c) any Person with respect to which Borrower shall have obtained the prior written consent of Lender, which consent shall not be unreasonably withheld.

"**Rating Agencies**" shall mean (a) prior to a Securitization, each of S&P, Moody's and Fitch and any other nationally recognized statistical rating agency which has been approved by Lender and are reasonably anticipated by Lender to rate the Securities in the Securitization, and (b) after a Securitization has occurred, each such Rating Agency which has rated the Securities in the Securitization.

"**Rating Agency Confirmation**" shall mean a written affirmation from each of the Rating Agencies that the credit rating of the Securities by such Rating Agency immediately prior to the occurrence of the event with respect to which such Rating Agency Confirmation is sought will not be qualified, downgraded or withdrawn as a result of the occurrence of such event, which affirmation may be granted or withheld in such Rating Agency's sole and absolute discretion; provided that in the event that a Securitization has occurred, but a Rating Agency, within the period of time provided in the Securitization's pooling and servicing agreement (or similar agreement), has not responded to the request for a Rating Agency Confirmation or has responded in a manner that indicates that such Rating Agency is neither reviewing such request nor waiving the requirement for a Rating Agency Confirmation, then the approval of Lender shall be required in lieu of such Rating Agency Confirmation, which such approval shall be based on Lender's good faith determination of whether such Rating Agency would issue a Rating Agency Confirmation (unless Lender has an independent approval right in respect of the matter at issue pursuant to the terms of this Agreement, in which case the discretion afforded to Lender in connection with such independent approval right shall apply instead).

"REA" shall mean, collectively, as the same may be amended, restated, supplemented or otherwise modified from time to time, those certain Agreements more specifically described on Schedule 1.1(b) attached hereto and made a part hereof.

"**Reference Time**" with respect to any setting of the then-current Benchmark means (a) if such Benchmark is Term SOFR, then two (2) U.S. Government Securities Business Days prior to (i) if the date of such setting is a U.S. Government Securities Business Day, such

date or (ii) if the date of such setting is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such date and (b) if such Benchmark is not Term SOFR, then the time determined by the Administrative Agent in accordance with the Conforming Changes.

"**Register**" shall have the meaning set forth in Section 11.1.2.

"**Relevant Governmental Body**" shall mean the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Relevant Portions" shall have the meaning set forth in Section 11.9.2(a).

"**Rent Roll**" shall have the meaning set forth in Section 4.1.27(a).

"**Rents**" shall mean all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower, Manager (as agent of Borrower) or any of their agents or employees from any and all sources arising from or attributable to the Property, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and/or occupancy of the Property or rendering of services by Borrower, Manager (as agent of Borrower) or any of their agents or employees in connection with the Property and Proceeds, if any, from business interruption or other loss of income insurance required to be paid pursuant to a Lease.

"**Replacement Lease**" shall have the meaning set forth in Section 12.5.2.

"**Reserve Accounts**" shall mean, collectively, the Tax Reserve Account, the Insurance Reserve Account, the Debt Service Reserve Account, the Leasing Reserve Account, the Lease Termination Fee Reserve Account, the Capital Expenditures Reserve Account, the Excess Cash Flow Reserve Account and any other escrow fund established by the Loan Documents.

"**Retail Unit**" shall be the Condominium unit comprising a part of the Condominium and further described on Exhibit E attached hereto, together with the undivided interests in the common elements appurtenant to such unit as provided pursuant to the Declaration.

"**Retainage Release Threshold**" shall have the meaning set forth in Section 6.2.5(a).

"**S&P**" shall mean Standard & Poor's Ratings Services, a division of The McGraw Hill Companies.

"**Securities**" shall have the meaning set forth in Section 11.6.

"**Securities Act**" shall have the meaning set forth in Section 11.9.1.

"**Securitization**" shall have the meaning set forth in Section 11.6.

"**Single Purpose Entity**" shall mean an entity meeting all of the requirements of Section 5.1.4 of this Agreement (but in the case of an entity other than Borrower, substituting the name of such entity for the term "Borrower" throughout Section 5.1.4 and otherwise revising such Section 5.1.4 to reflect the purpose and business of such entity, for purposes of determining whether such entity meets such requirements).

"**SOFR**" with respect to any day means the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Loan**" means a Loan that bears interest at a rate based on Term SOFR.

"**Special Member**" shall mean a Springing Member in a given Delaware limited liability company who has become a member in such limited liability company to the extent so provided in such limited liability company's operating agreement.

"**Specified Litigation**" shall mean ALX C21 LLC and REGO II BORROWER LLC v. WF BLUE LLC, GINDI C21 IP LLC, and RAYMOND GINDI, filed in NY County Supreme Court as Index No. 653993/2023, and any related litigation.

"**Springing Member**" shall mean a Person who has signed the limited liability company agreement of a given Delaware limited liability company, which agreement provides that, upon the withdrawal, dissolution or disassociation of the last remaining member of such limited liability company, such Person shall become a member of such limited liability company having no economic interest therein.

"**Standard Form of Lease**" shall have the meaning set forth in Section 8.7.2(a).

"**State**" shall mean the State of New York.

"**Strike Price**" shall mean four and one-half percent (4.5%).

"**Sub-Account(s)**" shall have the meaning set forth in Section 3.1.6.

"**Sub-Retention Agreement**" shall mean that certain Rego II Real Estate Sub-Retention Agreement between Manager and VRLP dated as of November 30, 2011, as amended by that certain First Amendment to Rego II Sub-Retention Agreement between Manager and VRLP dated as of December 22, 2014 and that certain Second Amendment to Rego II Sub-Retention Agreement between Manager and VRLP dated as of June 18, 2024.

"**Survey**" shall mean a survey of the Property prepared by Garden State Engineering, Surveying & Planning of New York, P.C., or a surveyor licensed in the State and satisfactory to Lender and the company or companies issuing the Title Policy, and containing either a certification of such surveyor or a certification of visual update from such surveyor, in either case reasonably satisfactory to Lender.

"**Taking**" shall mean a temporary or permanent taking by any Governmental Authority as the result or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain, of all or any part of the Property, or any interest therein or right accruing thereto, including any right of access thereto or any change of grade affecting the Property or any part thereof.

"**Tax Reserve Account**" shall have the meaning set forth in Section 3.1.6(b).

"**Tax Reserve Amount**" shall have the meaning set forth in Section 12.1.1.

"**Tenant**" shall mean any Person leasing, subleasing or otherwise occupying any portion of the Property other than the Manager and its employees, agents and assigns.

"**Tenant Leasing Funds**" shall have the meaning set forth in Section 12.4.1.

"**Term SOFR**" means, for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so

long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Administrative Agent in its reasonable discretion).

"**Term SOFR Loan**" means the a Loan where the Index is Term SOFR.

"**Term SOFR Reference Rate**" means the forward looking term-rate based on SOFR.

"**Termination Space**" shall have the meaning set forth in Section 12.5.1.

"**Terrorism Policy**" shall have the meaning set forth in Section 6.1.1(b)(iv).

"**Terrorism Premium Limit**" shall mean, for each calendar year, an annual Insurance Premium that is equal to $0.05 per $100 of the "total insured value" of the Property, (where "total insured value" shall mean the 100% replacement cost of the Improvements and the personal property on the Property and the required business income value).

"**Threshold Amount**" shall mean an amount equal to Five Million and No/100 Dollars ($5,000,000.00).

"**Title Company**" shall mean Chicago Title Insurance Company.

"**Title Policy**" shall mean an ALTA mortgagee title insurance policy in a form acceptable to Lender (or, if the Property is in a State which does not permit the issuance of such ALTA policy, such form as shall be permitted in such State and acceptable to Lender) issued by the Title Company on the date hereof with respect to the Property and insuring the lien of the Mortgage.

"**Total Loss**" shall mean (a) a casualty, damage or destruction of the Property which, in the reasonable judgment of Lender, (i) involves a loss of more than forty percent (40%) of the total floor area of the Improvements at the Property, or (ii) results in the cancellation of leases comprising more than forty percent (40%) of the rentable area of the Property, and in either case with respect to which Borrower is not required under the Leases to apply Proceeds to the restoration of the Property; or (b) a permanent Taking which, in the reasonable judgment of Lender, (i) involves an actual or constructive loss of more than forty percent (40%) of the land constituting the Property, or (ii) renders untenantable more than forty percent (40%) of the rentable area of the Property; or (c) a casualty, damage, destruction or Taking that affects so

much of the Property such that it would be impracticable, in Lender's reasonable discretion, even after restoration, to operate the Property as an economically viable whole.

"**Transfer**" shall mean to, directly or indirectly, sell, assign, convey, mortgage, transfer, pledge, hypothecate, encumber, grant a security interest in, exchange or otherwise dispose of any beneficial interest or grant any option or warrant with respect to, or where used as a noun, a direct or indirect sale, assignment, conveyance, transfer, pledge or other disposition of any beneficial interest by any means whatsoever whether voluntary, involuntary, by operation of law or otherwise.

"**TRIPRA**" shall mean Terrorism Risk Insurance Program Reauthorization Act of 2015 or another similar federal statute which provides that the federal government reinsures not less than 50% of any claims made under an insurance policy insuring against acts of terrorism (or such lower percentage of claims acceptable to Lender in its reasonable discretion).

"**Trigger Period**" means:

(1) a Debt Yield Trigger Period is continuing;

(2) the Major Tenant Event Trigger Period has occurred and is continuing; or

(3) any period during the continuance of an Event of Default;

provided that Trigger Period caused by one of the above conditions shall not be deemed to have been cured until there is no other ongoing condition that would cause a Trigger Period to continue.

"**Trigger Period Cure Account**" has the meaning set forth in Section 12.6.1.

"**Trigger Period Threshold**" means 9.0%.

"**UCC**" or "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect in the State.

"Underwriter Group" shall have the meaning set forth in Section 11.9.2(b).

"**U.S. Government Securities Business Day**" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**U.S. Obligations**" shall mean obligations or securities not subject to prepayment, call or early redemption which are direct obligations of, or obligations fully guaranteed as to timely payment by, the United States of America.

"**U.S. Tax Compliance Certificate**" shall have the meaning set forth in Section 2.6.1(b)(iii).

"**VRLP**" shall mean Vornado Realty L.P., a Delaware limited partnership.

"**Work**" shall have the meaning set forth in Section 6.2.4(a).

Section 1.2 Principles of Construction. All references to Sections and schedules are to Sections and schedules in or to this Agreement unless otherwise specified. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. When used herein, the term "financial statements" shall include the notes and schedules thereto unless otherwise specified. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the definitions given them in this Agreement when used in any other Loan Document or in any certificate or other document made or delivered pursuant thereto. All uses of the word "**including**" shall mean including, without limitation unless the context shall indicate otherwise. Unless otherwise specified, the words hereof, herein and hereunder and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Any reference in this Agreement or in any other Loan Document to any Loan Document shall be deemed to include references to such documents as the same may hereafter be amended, modified, supplemented, extended, consolidated, replaced and/or restated from time to time (and, in the case of any note or other instrument, to any instrument issued in substitution therefor). Notwithstanding the amendment and restatement of the Existing Loan Agreement, Borrower and Lender intend that any consents and approvals granted by the Lender prior to the date of this Agreement pursuant to or in connection with the Existing Loan Agreement with respect to Leases, Alterations or other matters which have not yet been implemented or fully implemented by Borrower shall continue to be effective consents and approvals for purposes of this Agreement, including, without limitation, those matters set forth on Schedule 1.2.

ARTICLE II

GENERAL TERMS

Section 2.1 Loan.

2.1.1 The Loan. Subject to and upon the terms and conditions set forth herein, Lender hereby agrees to make and Borrower hereby agrees to accept the Loan on the Closing Date.

2.1.2 Single Disbursement to Borrower. Borrower shall receive only one borrowing hereunder in respect of the Loan and any amount borrowed and repaid hereunder in respect of the Loan may not be reborrowed.

2.1.3 The Note, Mortgage and Loan Documents. The Loan shall be evidenced by the Note and secured by the Mortgage, the Assignment of Leases, this Agreement and the other Loan Documents.

2.1.4 Use of Proceeds. Borrower shall use the proceeds of the Loan to repay and discharge the Original Loan.

2.1.5 Loan Term. The term of the Loan shall commence on the Closing Date and shall end on the Maturity Date.

Section 2.2 Interest.

2.2.1 Applicable Interest Rate. The Principal Amount shall bear interest, as provided below, at the Applicable Interest Rate from time to time in effect.

2.2.2 Interest Calculation. Interest shall be computed on the basis of a fraction, the denominator of which is three hundred sixty (360) and the numerator of which is the actual number of days elapsed from the date on which the immediately preceding payment was due. All interest hereunder shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable ABR or Term SOFR, shall be determined by the Lender, and such determination shall be conclusive absent manifest error. In connection with the use or administration of Term SOFR, Lender will have the right to make Conforming Changes from time to time, and notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. Lender will promptly notify Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.2.3 Determination of Applicable Interest Rate. (a) Subject to Section 2.2.12, if Lender determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof on or prior to the first day of any Interest Period, Lender will promptly so notify Borrower. Upon notice thereof by Lender to Borrower, any obligation of Lender to make or continue SOFR Loans shall be suspended (to the extent of the affected SOFR Loans and, in the case of a Term SOFR Loan, the affected Interest Periods) until Lender revokes such notice. Upon receipt of such notice, the Index shall convert to ABR at the end of the Interest Period. Upon any such conversion, Borrower shall also pay any additional amounts required pursuant to Section 2.2.3(f).

(a) If Lender determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by Lender to Borrower, any obligation of Lender to make or continue SOFR Loans shall be suspended. Upon receipt of such notice, the Benchmark shall convert to ABR immediately (or, if the Benchmark is Term SOFR, at the end of the applicable Interest Period, if Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if Lender may not lawfully continue to maintain such SOFR Loans) until it is no longer illegal for such Lender to determine or charge interest rates based upon Term SOFR. Upon any such

prepayment or conversion, Borrower shall also pay any additional amounts required pursuant to Section 2.2.3(f).

(b) Each determination of the applicable Index shall be made by Lender, and shall be conclusive and binding upon Borrower and Lender absent manifest error.

(c) In the event of any conversion of the Index pursuant to either subsection (a) or (b) above, Borrower hereby agrees promptly to pay Lender, upon demand, any additional amounts necessary to compensate Lender for any reasonable third-party out-of-pocket costs incurred by Lender in making any conversion under such subsection in accordance with this Agreement, including, without limitation, any interest or fees payable by Lender to lenders of funds obtained by Lender in order to make or maintain the Term SOFR Loan hereunder, provided, however, that, in order for any such notice to be effective to impose on Borrower the obligation to pay any such amount, such notice must be delivered by Lender within thirty (30) days after Lender should reasonably have been aware of the event giving rise to its entitlement to compensation. Lender's notice of such costs, as certified to Borrower, shall be set forth in reasonable detail and Lender's calculation shall be conclusive absent manifest error. Lender acknowledges and agrees that, as of the date hereof, no condition exists that would permit the cancellation of Lender's obligation to make a Term SOFR Loan under subsection (b). Notwithstanding the foregoing or anything to the contrary contained herein, Lender shall not be permitted to determine that an event described in subsections (a) or (b) has occurred unless, in either case, Lender is making a similar determination or designation with respect to other borrowers of Lender that are similarly situated to Borrower after consideration of such factors as Lender then reasonably determines to be relevant.

(d) In the event that any change subsequent to the date hereof in any requirement of law or in the interpretation or application thereof, or compliance by Lender with any request or directive (whether or not having the force of law) hereafter issued from any central bank or other Governmental Authority:

(i) shall hereafter have the effect of reducing the rate of return on Lender's capital (other than as a result of an increase in taxes) as a consequence of its obligations hereunder to a level below that which Lender could have achieved but for such adoption, change or compliance (taking into consideration Lender's consistently applied policies with respect to capital adequacy) by any amount reasonably deemed by Lender to be material;

(ii) shall hereafter impose, modify, increase or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities in or for the account of, advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of Lender which is not otherwise included in the determination of the rate hereunder (other than as a result of an increase in taxes); or

(iii) shall hereafter impose on Lender any other condition and the result of any of the foregoing is to increase the cost to Lender of making, renewing or maintaining loans or extensions of credit or to reduce any amount receivable hereunder;

then, in any such case, Borrower shall promptly pay Lender, upon demand, any additional amounts necessary to compensate Lender for such additional cost or reduced amount receivable which Lender reasonably deems to be material as determined by Lender; provided, however, that Borrower shall not be required under this Section 2.2.3 to pay Lender additional amounts for additional costs or reduced amounts receivable that are attributable to an increase in taxes imposed on Lender. If Lender becomes entitled to claim any additional amounts pursuant to this Section 2.2.3, Borrower shall not be required to pay same unless they are the result of requirements imposed generally on lenders similar to Lender and not the result of some specific reserve or similar requirement imposed on Lender as a result of Lender's special circumstances. If Lender becomes entitled to claim any additional amounts pursuant to this Section 2.2.3, Lender shall provide Borrower with not less than thirty (30) days' written notice specifying in reasonable detail the event by reason of which it has become so entitled and the additional amount required to fully compensate Lender for such additional cost or reduced amount. A certificate as to any additional costs or amounts payable pursuant to the foregoing sentence, executed by an authorized signatory of Lender and submitted by Lender to Borrower shall be conclusive in the absence of manifest error. This provision shall survive payment of the Note and the satisfaction of all other obligations of Borrower under this Agreement and the Loan Documents. Notwithstanding the foregoing, if reasonably feasible, Lender shall, as promptly as practicable, designate a different branch or lending office for the Loan if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the reasonable opinion of Lender, be materially disadvantageous to Lender.

(e) In the event of (a) the payment of any principal other than on a Payment Date (including as a result of an Event of Default) or, in the case of a Term SOFR Loan, the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the assignment of a Lender's interest in the Loan other than on a Payment Date if the Loan is a Term SOFR Loan, or, in the case of a Term SOFR Loan, the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.2.11(b), or (c) in the event of any prepayment where Borrower fails to comply with the notice requirements under Section 2.3.1(c), then, in any such event, Borrower shall compensate each Lender for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds ("**Breakage Costs**"). A certificate of Lender setting forth any amount or amounts that Lender is entitled to receive pursuant to this Section shall be delivered to Borrower and shall be conclusive absent manifest error. Borrower shall pay Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof. The parties hereto acknowledge and agree that the damages that Lender would suffer as a result of the Loan being prepaid are difficult or impossible to ascertain and, therefore, agree that the aforesaid losses, costs or expenses are a reasonable approximation of such damages and do not constitute a penalty.

(f) The provisions of this Section 2.2.3 shall survive payment of the Note in full and the satisfaction of all other obligations of Borrower under this Agreement and the other

Loan Documents; provided, however, that if the additional costs set forth in this Section 2.2.3 are not claimed until after the payment or other satisfaction in full of the Indebtedness, the Lien of the Mortgage shall be released.

(g) Notwithstanding anything to the contrary contained herein, if the Loan has been converted to a Substitute Rate Loan pursuant to Section 2.2.3(b), or Section 2.2.3(d), or if pursuant to Section 2.2.3(e), increased costs are payable by Borrower, Borrower may, at its option and upon fifteen (15) days' prior notice to Lender (or such shorter period of time as may be permitted by Lender in its sole discretion but subject to the timing requirements set forth in Section 2.3.1(c)), prepay the Indebtedness in whole, but not in part, without the payment of any Prepayment Premium or other penalty but with payment of any applicable Breakage Costs.

2.2.4 Payments before Maturity. Borrower shall pay to Lender on each Payment Date, an amount equal to interest only computed at the Applicable Interest Rate on the Principal Amount for the applicable Interest Period. Further, Borrower shall pay to Lender all amounts required, if any, in respect of Reserve Accounts as set forth in Article XII hereof, if any.

2.2.5 Payments Generally. For purposes of making payments hereunder, if the day on which such payment is due (other than the Maturity Date) is not a Business Day, then amounts due on such date shall be due on the immediately succeeding Business Day. The monthly Payment Date shall not be changed to a different calendar day unless expressly agreed to by Lender and Borrower. On the Maturity Date, interest on the Principal Amount shall be payable at the Applicable Interest Rate or the Default Rate, as the case may be, through and including the day immediately preceding such Maturity Date. All amounts due pursuant to this Agreement and the other Loan Documents shall be payable without setoff, counterclaim, defense (other than prior payment) or any other deduction whatsoever.

2.2.6 Payment on Maturity Date. Borrower shall pay to Lender on the Maturity Date the Principal Amount, all accrued and unpaid interest and all other amounts due hereunder and under the Note, the Mortgage and the other Loan Documents, including, without limitation, all interest that would accrue on the Principal Amount through and including the day immediately preceding the Maturity Date.

2.2.7 Payments after Default. Upon the occurrence and during the continuance of an Event of Default, interest on the Principal Amount and, to the extent permitted by law, overdue interest and other amounts due in respect of the Loan, shall accrue at the Default Rate, calculated from the date such payment was due without regard to any grace or cure periods contained herein, if any. Any and all payments and other sums received by Lender hereunder during the continuance of an Event of Default may be applied to the Indebtedness in such order and priority as Lender shall determine in its sole discretion, including without limitation, alternating applications thereof between interest and principal. Interest at the Default Rate shall be computed and due pursuant to this Section 2.2.7 until the actual receipt and collection of the Indebtedness (or that portion thereof that is then due). To the extent permitted by applicable law, and to the extent not paid, interest at the Default Rate shall be added to the Indebtedness, shall itself accrue interest at the same rate as the Loan and shall be secured by the Mortgage. This Section 2.2.7 shall not be construed as an agreement or privilege to extend the date of the payment of the Indebtedness, nor as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

2.2.8 Late Payment Charge. If any principal, interest or any other sums due under the Loan Documents (other than the Principal Amount due and payable on the Maturity Date or upon an acceleration of the Loan) is not paid by Borrower within ten (10) days following the date on which it is due, Borrower shall pay to Lender, upon demand, an amount equal to the lesser of three percent (3%) of such unpaid sum or the Maximum Legal Rate (the "**Late Payment Charge**") in order to defray the expense incurred by Lender in handling and processing such delinquent payment and to compensate Lender for the loss of the use of such delinquent payment. Any such amount shall be secured by the Mortgage and the other Loan Documents to the extent permitted by applicable law.

2.2.9 Usury Savings. This Agreement and the Note are subject to the express condition that at no time shall Borrower be obligated or required to pay interest on the Principal Amount at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate. If, by the terms of this Agreement or the other Loan Documents, Borrower is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of the Maximum Legal Rate, then the Applicable Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to the Maximum Legal Rate and all previous payments in excess of the Maximum Legal Rate shall be deemed to have been payments in reduction of principal, without incurring any prepayment or Prepayment Premium or penalty, or any Breakage Costs, and not on account of the interest due under the Note. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the sums due under the Loan, shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the Maximum Legal Rate of interest from time to time in effect and applicable to the Loan for so long as the Loan is outstanding.

2.2.10 Gross-Up for Taxes. All payments made by Borrower under this Agreement and the Note shall be made free and clear of, and without deduction or withholding for or on account of, any United States future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, hereafter imposed, levied, collected, withheld or assessed by any United States Governmental Authority, excluding (i) income taxes, branch profits tax and franchise or other taxes (imposed in lieu of income taxes) imposed on Lender as a result of a present or former connection between Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or its Note), (ii) taxes attributable to Lender's failure to comply with Section 2.6 and (iii) any withholding taxes imposed under FATCA. If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("**Non-Excluded Taxes**") are required to be withheld from any amounts payable to Lender hereunder or under its Note, the amounts so payable to Lender shall be increased to the extent necessary to yield to Lender (after payment of all Non-Excluded Taxes) interest or any such other amounts payable with respect to the Loan at the rates or in the amounts specified in this Agreement and its Note; provided, however, notwithstanding anything to the contrary contained in this Agreement, that Borrower shall not be required to increase any such amounts payable to Lender (a) if Lender fails to comply with the requirements of Section 2.2.3 or (b) to the extent any increase in such amounts required to be withheld is not a result of a change in Law or treaty or (c) to the extent such claim is made for an amount more than thirty (30) days after Lender (or any assignee or participant of Lender) should reasonably

have been aware of the event giving rise to such claim. With respect to (i) any participant or assignee of Lender under Section 2.2.3 and Section 2.2.11, "change in Law or treaty" shall be compared to the Law at the time such participant or assignee acquired an interest in the Loan, and not based on the Law as of the date hereof and (ii) any other participant or assignee of Lender under Article XI, "change in Law or treaty" shall be compared to the Law as of the date hereof. Whenever any Non-Excluded Taxes are payable by Borrower (for which Borrower is obligated to pay additional amounts), as promptly as possible after payment thereof Borrower shall send to Lender a certified copy of an original official receipt received by Borrower showing payment thereof. If Borrower fails to pay any such Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to Lender the required receipts or other required documentary evidence, Borrower shall indemnify Lender for any incremental taxes, interest or penalties that may become payable by Lender as a result of any such failure.

2.2.11 Designation of a Different Lending Office. (a) If any Lender requires the Borrower to pay any Non-Excluded Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.2.10, then such Lender shall use commercially reasonable efforts to (at the request of the Borrower) if reasonably feasible and as promptly as reasonably practicable, designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.2.10 in the future, and (ii) would not, in the reasonable opinion of Lender, be materially disadvantageous to Lender.

(a) Replacement of Lender. If the Borrower is required to pay any Non-Excluded Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.2.10 and such Lender has declined or is unable to designate a different lending office in accordance with clause (a) of this Section 2.2.11, then Borrower shall be permitted to replace such Lender, provided that (i) such replacement does not conflict with any Legal Requirements, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) the replacement financial institution shall purchase, at par, such Lender's proportional interest and other amounts owing to such replaced Lender on or prior to the date of replacement, (iv) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to BOC, (v) the Borrower shall pay all increased costs (if any) required pursuant to Section 2.2.10 in respect of any period prior to the date on which such replacement shall be consummated and for which Borrower received timely notice hereof in accordance with said provisions, (vi) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, BOC or any other Lender shall have against the replaced Lender, and (vii) in no event shall Borrower be permitted to replace BOC. Notwithstanding the foregoing, in the event Borrower is permitted to replace Lender pursuant to the terms of this Section 2.2.11, BOC shall have the first opportunity to acquire the interests of the Lender being replaced. If BOC does not agree to acquire the interests of the Lender being replaced within ten (10) Business Days of written notice from Borrower, Borrower may find an alternate replacement financial institution subject to the terms and conditions of this Section 2.2.11.

2.2.12 Benchmark Replacement Setting.

(a) Benchmark Replacement.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event occurs, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document effective as of the first day, after such Benchmark Replacement Date, on which a setting of the then-current Benchmark would otherwise occur, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5^{th}) Business Day after the date of the statement or publication described in such clause without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(ii) Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Loan Agreement or any other Loan Document.

Section 2.3

(a) Conforming Changes. In connection with the implementation of a Benchmark Replacement, Lender will have the right to make Conforming Changes from time to time, and notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Loan Agreement or any other Loan Document.

(b) Notices; Standards for Decisions and Determinations. Lender will promptly notify Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes. Any determination, decision or election that may be made by Lender pursuant to this Section 2.2.12, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.2.12.

(c) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Lender in its reasonable discretion or (B) the regulatory supervisor for the administrator of such

Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then Lender may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor, and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then Lender may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

2.3.1 Disclaimer and Exculpation With Respect to any Rate. Lender does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to ABR, Term SOFR Reference Rate, Term SOFR, Index, or any Benchmark or with respect to any alternative, successor or replacement rate thereof (including any Benchmark Replacement), or any calculation, component definition thereof or rate referenced in the definition thereof, including, without limitation, (i) any such alternative, successor or replacement rate (including any Benchmark Replacement) implemented pursuant to this Agreement, whether upon the occurrence of a Benchmark Transition Event, and (ii) the effect, implementation or composition of any Conforming Changes pursuant to Section 2.9, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, ABR, Term SOFR Reference Rate, Term SOFR, Index, or any Benchmark or have the same volume or liquidity as did ABR, Term SOFR Reference Rate, Term SOFR, Index, or any Benchmark prior to its discontinuance or unavailability. In addition, the discontinuation of ABR, Term SOFR Reference Rate, Term SOFR, Index, or any Benchmark and any alternative, successor or replacement reference rate may result in a mismatch between the reference rate referenced in this Agreement and Borrower's other financial instruments, including potentially those that are intended as hedges. Lender and its Affiliates and/or other related entities may engage in transactions that affect the calculation of ABR, Term SOFR Reference Rate, Term SOFR, Index, any Benchmark or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, with all determinations of such ABR, Term SOFR Reference Rate, Term SOFR, Index, any Benchmark or such alternative, successor or replacement rate by Lender to be conclusive, absent manifest error. Lender may select information sources or services in its reasonable discretion to ascertain ABR, Term SOFR Reference Rate, Term SOFR, Index, any Benchmark or any such alternative, successor or replacement rate, in each case pursuant to the terms of this Agreement, and shall have no liability to Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 2.4 Prepayments.

2.4.1 Voluntary Prepayments.

(a) Lender will accept a prepayment of the Loan made, in whole or in part, during the Prepayment Premium Period if, concurrently with, and as a condition to such

prepayment, Borrower pays to Lender (i) the Prepayment Premium, (ii) all accrued interest and applicable Breakage Costs, (iii) all other amounts due to Lender under the Loan Documents, and (iv) any amounts due and payable by Borrower under any Lender Interest Rate Protection Agreement in connection with the termination thereof.

(b) Subsequent to the Prepayment Premium Period End Date, Borrower shall have the right to prepay the Loan, in whole or in part, at any time without any premium or penalty, if, concurrently with, and as a condition to such prepayment, Borrower pays to Lender (i) all accrued interest and applicable Breakage Costs, (ii) all other amounts due to Lender under the Loan Documents, and (iii) any amounts due and payable by Borrower under any Lender Interest Rate Protection Agreement in connection with the termination thereof.

(c) Prior to any prepayment of the Loan in accordance with this Section 2.3.1, Borrower shall provide prior written notice to Lender specifying the Business Day upon which the prepayment is to be made (the "**Prepayment Date**"), which notice shall be delivered to Lender not less than five (5) days prior to such Prepayment Date or such shorter period of time as may be permitted by Lender in its sole discretion as long as any such notice is delivered to Lender at least three (3) Business Days prior to such Prepayment Date; provided, that, if any such notice is provided by Borrower to Lender prior to 10 a.m. New York time, such notice shall deemed to be effective the next Business Day and if such notice is delivered on or after 10 a.m. NY time, such notice shall be deemed to be effective two (2) Business days after the date sent. Borrower may rescind its notice of prepayment and/or adjourn the prepayment on a day-to-day basis upon two (2) Business Days written notice to Lender if such notice is received by Lender prior to 10 a.m. NY time and upon three (3) Business Days written notice to Lender if such notice is received by Lender on or after 10 a.m. NY Time (subject to payment of any reasonable out-of-pocket costs and expenses resulting from such rescission).

(d) Borrower shall pay to Lender any and all Breakage Costs due in connection with such prepayment or rescission or adjournment thereof.

2.4.2 Mandatory Prepayments. On any Payment Date immediately following the date on which Borrower actually receives any Proceeds, if Lender is not obligated to and does not, in fact, make such Proceeds available to Borrower for the restoration of the Property (and such determination shall have been made in accordance herewith), then Borrower shall prepay the Principal Amount (without the payment of any Prepayment Premium or other penalty) in an amount equal to one hundred percent (100%) of such Proceeds, using such Proceeds, together with interest accruing on such amount calculated through and including such Payment Date and any amounts due and payable by Borrower under any Lender Interest Rate Protection Agreement in connection with the termination thereof

2.4.3 Prepayments After Default. If, after the occurrence and during the continuance of an Event of Default, payment of all or any part of the Indebtedness is tendered by Borrower or otherwise recovered by Lender, such tender or recovery shall be deemed a voluntary prepayment by Borrower and Borrower shall pay the Indebtedness, the Prepayment Premium, if the same occurs during the Prepayment Premium Period, all accrued and unpaid interest, plus Breakage Costs, all other amounts payable under the Loan Documents, and any amounts due and payable by Borrower under any Lender Interest Rate Protection Agreement in connection with the termination thereof.

2.4.4 Additional Permitted Prepayments. After notice from Lender that (i) amounts are due and payable by Borrower pursuant to Section 2.2.3(e) or (ii) a Benchmark Replacement Date has occurred, Borrower shall have the right to prepay the Indebtedness in whole, but not in part, without the payment of any Prepayment Premium or other penalty but with payment of any applicable Breakage Costs.

Section 2.5 Intentionally Omitted.

Section 2.6 Release on Payment in Full. If Borrower shall pay or cause to be paid the Principal Amount of, and unpaid interest on, and all other sums due under, the Note, this Agreement and the other Loan Documents in accordance with the terms and provisions thereof, at the request of Borrower, Lender shall (a) assign the Note, the Mortgage and all of the other Loan Documents to any Person designated by Borrower, which assignment documents shall be in recordable form (but without representation or warranty by, or recourse to, Lender, except that Lender shall represent that such assignment(s) has been duly authorized, executed and delivered and that Lender has not assigned or encumbered the Mortgage or the other Loan Documents); provided, however, that the assignment documents shall be prepared by counsel to Borrower and delivered to Lender for its review and approval, which shall not be unreasonably withheld, conditioned or delayed, (b) deliver to or as directed by Borrower the originally executed Note and all originally executed other notes which may have been consolidated, amended and/or restated in connection with the execution of the Note or, with respect to any note where the original has been lost by Lender, destroyed or mutilated, a lost note affidavit with indemnity for the benefit of the assignee lender and the title insurance company insuring the Mortgage, as assigned, in form sufficient to permit such title insurance company to insure the lien of the Mortgage as assigned to and held by the assignee without exception for any matter relating to the lost, destroyed or mutilated note, (c) execute and deliver an allonge with respect to the Note and any other note(s) as described in the preceding clause (b) above without recourse, covenant or warranty of any nature, express or implied (except as to the Principal Amount and that Lender owns the Note and the Mortgage free of any liens and encumbrances and has the authority to execute and deliver the allonge), (d) deliver the original executed Mortgage or a certified copy of record, and (e) execute and/or deliver such other instruments of conveyance, assignment, termination, severance and release (including appropriate UCC-3 termination statements) in recordable form as may reasonably be requested by Borrower to evidence such assignment and/or severance. All reasonable out-of-pocket costs and expenses incurred by Lender, including, without limitation, reasonable attorney's fees, in connection with the foregoing shall be paid by Borrower. Concurrently with the payment to Lender of the Principal Amount of, and unpaid interest on, and all other sums due under, the Note, this Agreement and the other Loan Documents, and whether or not Borrower shall request an assignment as set forth in this Section 2.5, Lender shall deliver to Borrower (i) a payoff letter in customary form, (ii) all original insurance policies relating to the Property which are being held by or on behalf of Lender, (iii) any amounts held in escrow or in any Reserve Account pursuant to the Loan Documents or otherwise, (iv) any other Collateral that may have been delivered to Lender in connection with the Loan, and (v) a termination of any guaranties delivered to Lender in connection with the Loan (except to the extent that any portion of such guaranties are expressly intended to survive pursuant to the terms thereof), duly executed by Lender.

Section 2.7 Tax Status of Lender. Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments made under any Loan Document shall deliver to Borrower, at the time or times reasonably requested by Borrower, such properly

completed and executed documentation reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrower, shall deliver such other documentation prescribed by applicable law or reasonably requested by Borrower as will enable Borrower to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs 2.6.1(a), (b) and (c) of this Section) shall not be required if in Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

2.7.1 Without limiting the generality of the foregoing,

(a) any Lender that is a U.S. Person shall deliver to Borrower on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower) executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(b) any Lender that is not a U.S. Person (a "**Foreign Lender**") shall, to the extent it is legally entitled to do so, deliver to Borrower (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed copies of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to Borrower as described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate, IRS

Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate on behalf of each such direct and indirect partner;

(c) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Borrower to determine the withholding or deduction required to be made; and

(d) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to Borrower at the time or times prescribed by law and at such time or times reasonably requested by Borrower such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Borrower as may be necessary for Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

2.7.2 Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly update such form or certification or promptly notify Borrower in writing of its legal inability to do so.

2.7.3 For purposes of this Section 2.6, the term "applicable law" includes FATCA.

ARTICLE III

CASH MANAGEMENT

Section 3.1 Cash Management.

3.1.1 Establishment of Collection Account. Borrower hereby confirms that it has established or caused to be established with Collection Bank, in the name of Borrower for the benefit of Lender, as secured party, the "**Collection Account**" (as such term is defined in the Account Agreement), which has been established as a non-interest-bearing deposit account. The Collection Account and the funds deposited therein shall serve as additional security for the Loan. The Collection Account shall be named as follows: "Rego II Borrower LLC f/b/o Bank of China, New York Branch, as secured party, Collection Account" (Account Number #

428107085 - ABA routing # 021000021). In recognition of Lender's security interest in the funds deposited into the Collection Account, Borrower shall identify the Collection Account with the name of Lender, as secured party.

3.1.2 Pledge of Account Collateral. (a) To secure the full and punctual payment and performance of the Obligations, Borrower hereby collaterally assigns, grants a security interest in and pledges to Lender, to the extent not prohibited by applicable law, a first priority continuing security interest in and to the following property of Borrower, whether now owned or existing or hereafter acquired or arising and regardless of where located (all of the same, collectively, the "**Account Collateral**"):

(i) the Collateral Accounts and all cash, checks, drafts, securities entitlements, certificates, instruments and other property, including, without limitation, all deposits and/or wire transfers from time to time deposited or held in, credited to or made to Collateral Accounts;

(ii) any and all amounts invested in Permitted Investments held in the Collateral Accounts;

(iii) all interest, dividends, cash, instruments, securities, entitlements and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing or purchased with funds from the Collateral Accounts; and

(iv) to the extent not covered by sub-paragraphs (i), (ii) or (iii) above, all proceeds (as defined under the UCC) of any or all of the foregoing.

(a) In addition to the rights and remedies herein set forth, Lender shall have all of the rights and remedies with respect to the Account Collateral available to a secured party at law or in equity, including, without limitation, the rights of a secured party under the UCC, as if such rights and remedies were fully set forth herein.

(b) This Agreement shall constitute a security agreement for purposes of the Uniform Commercial Code and other applicable law.

3.1.3 Maintenance of Collateral Accounts. Borrower agrees that the Collection Account is and shall be maintained (a) as a "deposit account" (as such term is defined in Section 9-102(a)(29) of the UCC), (b) in such a manner that Lender shall have control (within the meaning of Section 9-104(a)(2) of the UCC) over the Collection Account, and (c) such that neither Borrower nor Manager shall have any right of withdrawal from the Collection Account and, except as provided herein, no Account Collateral shall be released to Borrower or Manager from the Collection Account. Without limiting Borrower's obligations under the immediately preceding sentence, Borrower shall only establish and maintain the Collection Account with a financial institution that has executed an agreement substantially in the form of the Account Agreement or in such other form acceptable to Lender in its reasonable discretion.

3.1.4 Eligible Accounts. The Collateral Accounts shall be Eligible Accounts. The Collateral Accounts shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other banking or governmental

authority, as may now or hereafter be in effect. Income and interest accruing on the Collateral Accounts or any investments held in such accounts shall be periodically added to the principal amount of such account and shall be held, disbursed and applied in the same manner as the other amounts on deposit therein in accordance with the provisions of this Agreement, the Account Agreement and the Cash Management Agreement. Borrower shall be the beneficial owner of the Collateral Accounts for federal income tax purposes and shall report all income on the Collateral Accounts.

3.1.5 Interim Release of Funds. If no Event of Default or Trigger Period shall have occurred and is continuing, then, on the twentieth (20^{th}) day of each calendar month during the term of the Loan (or, if such day is not a Business Day, on the next succeeding Business Day), any sums that are on deposit in the Collection Account shall be disbursed by Lender to the Borrower's Account.

3.1.6 Cash Management Account. Borrower shall, within thirty (30) days following Lender's request therefor, establish or cause to be established an account under the control of Lender at the Deposit Bank (the "**Cash Management Account**") pursuant to the Cash Management Agreement and (ii) maintain the Collection Account pursuant to the Account Agreement which provides for future shifting control of the security interest granted to Lender. From and after the occurrence of and during the continuance of an Event of Default or a Trigger Period, Lender may irrevocably instruct Collection Bank to disregard any and all orders for withdrawal from the Collection Account made by, or at the direction of, Borrower or Manager, and to transfer all amounts on deposit in the Collection Account on a daily basis to the Cash Management Account. Lender shall not commingle funds in the Cash Management Account with any other funds. Borrower agrees that, prior to the payment or other satisfaction in full of the Indebtedness, neither the terms and conditions of the Account Agreement or the Cash Management Agreement shall be amended or modified without the prior written consent of Lender. The Cash Management Agreement shall establish the following accounts and sub-accounts of the Cash Management Account (each, a "**Sub-Account**" and, collectively, the "**Sub-Accounts**" and, together with the Collection Account, the "**Collateral Accounts**"), which (a) may be ledger or book entry sub-accounts and need not be actual sub-accounts, and (b) shall each be an Eligible Account to which certain funds shall be allocated and from which disbursements shall be made pursuant to the terms of this Agreement and the Cash Management Agreement:

(a) a sub-account for the retention of Account Collateral in respect of Debt Service due under the Loan (the "**Debt Service Reserve Account**");

(b) a sub-account for the retention of Account Collateral in respect of Impositions and Other Charges for the Property (the "**Tax Reserve Account**");

(c) a sub-account for the retention of Account Collateral in respect of insurance premiums for the Property (the "**Insurance Reserve Account**");

(d) a sub-account for the retention of Account Collateral in respect of leasing expenses for the Property (the "**Leasing Reserve Account**");

(e) a sub-account for the retention of Account Collateral in respect of Capital Expenditures for the Property (the "**Capital Expenditures Reserve Account**") and

(f) a sub-account for the retention of Account Collateral in respect of excess cash flow of the Property (the "**Excess Cash Flow Reserve Account**").

3.1.7 Payments to Sub-Accounts. From and after the occurrence of and during the continuance of an Event of Default or a Trigger Period, Lender shall, on each Payment Date, transfer, or shall cause the transfer of, amounts from the Cash Management Account, to the extent available therein in the following amounts and order of priority:

(i) First, subject to the provisions of Section 12.1.3 and Section 12.9, to the Tax Reserve Account, the amounts, if any, then required to be deposited pursuant to Section 12.1.1;

(ii) Second, subject to the provisions of Sections 12.2.2, 12.2.3, 12.2.4, and Section 12.9, to the Insurance Reserve Account, the amounts, if any, then required to be deposited pursuant to Section 12.2;

(iii) Third, to the Debt Service Reserve Account for payment to Lender, the amount of all delinquent interest and principal on the Loan, the scheduled monthly payment of Debt Service on the Loan due on the next Payment Date, and all other amounts then due and payable under the Loan Documents (with any amounts with respect to principal paid last);

(iv) Fourth, to the Deposit Bank funds sufficient to pay the fees and expenses of Deposit Bank as required pursuant to the Cash Management Agreement;

(v) Fifth, subject to Section 12.3.5, Section 12.3.6 and Section 12.9, to the Capital Expenditures Reserve Account, the amounts, if any, then required to be deposited pursuant to Section 12.3.1;

(vi) Sixth, subject to Section 12.4.3, Section 12.4.4 and Section 12.9, to the Leasing Reserve Account, the amounts, if any, then required to be deposited pursuant to Section 12.4.1; and

(vii) Seventh, all remaining amounts to (A) during the continuance of a Major Tenant Trigger Event, the Leasing Reserve Account until the aggregate amounts deposited in the Leasing Reserve Account pursuant to this clause (vii), taking into account all prior deposits to the Leasing Reserve Account pursuant to this clause (vii), equal the Major Tenant Trigger Cap and (B) otherwise, to the Excess Cash Flow Reserve Account.

3.1.8 Collection Bank. (a) Lender shall have the right at Borrower's sole cost and expense to replace the Collection Bank with a financial institution selected by Borrower and reasonably satisfactory to Lender in the event that (i) the Collection Bank fails, in any material respect, to comply with the Account Agreement or (ii) the Collection Bank is no longer an Eligible Institution, and Lender shall cause such designated replacement Collection Bank promptly to assume the obligations of the Collection Bank under the Account Agreement and/or enter into a new account and control agreement substantially similar to the Account Agreement or in such other form acceptable to both Lender and Borrower, each in its reasonable discretion.

Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right at Borrower's reasonable sole cost and expense to replace the Collection Bank at any time, without notice to Borrower. Borrower shall cooperate with Lender in connection with the appointment of any replacement Collection Bank and the execution and delivery of such account control agreement.

(a) So long as no Event of Default or Trigger Period shall have occurred and be continuing, Borrower shall have the right at its sole cost and expense to replace the Collection Bank with a financial institution that is an Eligible Institution; provided that such financial institution assumes the obligations of the Collection Bank under the Account Agreement or enters into a new account and control agreement substantially similar to the Account Agreement or in such other form acceptable to Lender in its reasonable discretion.

3.1.9 Borrower's Account Representations, Warranties and Covenants. (a) Borrower represents, warrants and covenants that (i) Borrower has directed all Tenants under the Leases to mail all checks and wire all funds with respect to any payments due under such Leases directly to the Collection Account pursuant to the terms of the Original Loan Agreement or the Existing Loan Agreement, as the case may be, and (ii) Borrower shall deliver a letter substantially in the form attached hereto as Exhibit B to Tenants under all Leases entered into after the date hereof.

(a) Borrower further represents, warrants and covenants that (i) Borrower shall cause Manager to deposit all amounts payable to Borrower pursuant to the Management Agreement directly into the Collection Account, (ii) Borrower shall pay or cause to be paid all Rents, Cash or Cash Equivalents or other items of Operating Income not covered by the preceding paragraph (a) within two (2) Business Days after receipt thereof by Borrower or its Affiliates directly into the Collection Account and, until so deposited, any such amounts held by Borrower or Manager shall be deemed to be Account Collateral and shall be held in trust by it for the benefit of Lender and shall not be commingled with any other funds or property of Borrower or Manager, (iii) there are no accounts other than the Collateral Accounts and the Borrower's Account or any other Person on behalf of Borrower with respect to the Property or the collection of Rents, (iv) so long as any portion of the Loan shall be outstanding, neither Borrower nor any other Person on behalf of Borrower shall open any other operating accounts with respect to the Property or the collection of Rents, except for the Collateral Accounts and Borrower's Account (except to hold funds released from the Collection Account or Cash Management Account), and (v) in the event that any Rents, Cash or Cash Equivalents or other items of Operating Income are paid into an account other than the Collection Account, Borrower shall immediately, upon becoming aware of the same, cause such Rents, Cash or Cash Equivalents or other items of Operating Income to be paid into the Collection Account.

3.1.10 Account Collateral and Remedies. (a) Upon the occurrence and during the continuance of an Event of Default, without additional notice from Lender to Borrower, all funds transferred to Lender from the Collection Account may be applied by Lender in such order and priority as Lender shall determine in its sole and absolute discretion, including, but not limited to liquidating and transferring any amounts then invested in Permitted Investments to the Collateral Accounts to which they relate or reinvest such amounts in other Permitted Investments as Lender may determine in its sole discretion is necessary to perfect or protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce Lender's rights and remedies hereunder with respect to any Account Collateral or to preserve the value of the Account Collateral.

(a) Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact, to act with full power of substitution, to, upon the occurrence and during the continuance of an Event of Default, execute, acknowledge and deliver any instruments and to exercise and enforce every right, power, remedy, option and privilege of Borrower with respect to the Account Collateral, and do in the name, place and stead of Borrower, all such acts, things and deeds for and on behalf of and in the name of Borrower, which Borrower could do or which Lender may deem necessary or desirable to more fully vest in Lender the rights and remedies provided for herein and to accomplish the purposes of this Agreement. The foregoing powers of attorney are irrevocable and coupled with an interest. Upon the occurrence and during the continuance of an Event of Default, Lender may perform or cause performance of any such agreement, and any reasonable out-of-pocket expenses of Lender incurred in connection therewith shall be paid by Borrower as provided in Section 5.1.16.

(b) Borrower hereby expressly waives, to the fullest extent permitted by law, presentment, demand, protest or any notice of any kind in connection with the Account Collateral. Borrower acknowledges and agrees that ten (10) days' prior written notice of the time and place of any public sale of the Account Collateral or any other intended disposition thereof shall be reasonable and sufficient notice to Borrower within the meaning of the UCC.

3.1.11 Transfers and Other Liens. Borrower agrees that it will not (a) sell or otherwise dispose of any of the Account Collateral or (b) create or permit to exist any Lien upon or with respect to all or any of the Account Collateral, except for the Lien granted to Lender under this Agreement and the other Loan Documents and Permitted Encumbrances.

3.1.12 Reasonable Care. Beyond the exercise of reasonable care in the custody thereof, Lender shall have no duty as to any Account Collateral in its possession or control as agent therefor or bailee thereof or any income thereon or the preservation of rights against any Person or otherwise with respect thereto. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Account Collateral in its possession if the Account Collateral is accorded treatment substantially equal to that which Lender accords its own property, it being understood that Lender shall not be liable or responsible for any loss or damage to any of the Account Collateral, or for any diminution in value thereof, by reason of the act or omission of Lender, its Affiliates, agents, employees or bailees, except to the extent that such loss or damage results from Lender's or such Affiliates', agents', employees' or bailees' gross negligence or willful misconduct. In no event shall Lender be liable either directly or indirectly for losses or delays resulting from any event which may be the basis of an Excusable Delay, computer malfunctions, interruption of communication facilities, labor difficulties or other causes beyond Lender's reasonable control or for indirect, special or consequential damages except to the extent of Lender's gross negligence or willful misconduct. Notwithstanding the foregoing, Borrower acknowledges and agrees that (a) Lender does not have custody of the Account Collateral held in the Collection Account, (b) Collection Bank has custody of the Account Collateral held in the Collection Account, (c) the initial Collection Bank was chosen by Borrower and (d) Lender has no obligation or duty to supervise Collection Bank or to see to the safe custody of the Account Collateral held in the Collection Account.

3.1.13 Lender's Liability. (a) Lender shall be responsible for the performance only of such duties with respect to the Account Collateral as are specifically set forth in this Section 3.1 or elsewhere in the Loan Documents, and no other duty shall be implied from any provision hereof. Lender shall not be under any obligation or duty to perform any act with respect to the

Account Collateral which would cause it to incur any expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own monies. Borrower shall indemnify and hold Lender and its employees and officers harmless from and against any loss, cost or damage (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Lender in connection with the transactions contemplated hereby with respect to the Account Collateral except as such may be caused by the gross negligence or willful misconduct of Lender and its employees, officers or agents.

(a) Lender shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper, document or signature believed by it in good faith to be genuine, and, in so acting, it may be assumed that any person purporting to give any of the foregoing in connection with the provisions hereof has been duly authorized to do so. Lender may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder and in good faith in accordance therewith.

3.1.14 Continuing Security Interest. This Agreement shall create a continuing security interest in the Account Collateral and shall remain in full force and effect until payment or other satisfaction in full of the Indebtedness. Upon payment or other satisfaction in full of the Indebtedness, this security interest shall automatically terminate without further notice from any party and Borrower shall be entitled to the return, upon its request, of such of the Account Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and Lender shall execute (at Borrower's expense) such instruments and documents as may be reasonably requested by Borrower to evidence such termination and the release of the Account Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Borrower Representations.

4.1.1 Organization. Borrower represents and warrants as of the Closing Date that:

(a) Borrower is a Delaware limited liability company and has been duly formed and is validly existing and in good standing pursuant to the laws of the State of Delaware with requisite power and authority to own its properties and to transact the businesses in which it is now engaged.

(b) Borrower has duly qualified to do business and is in good standing in New York and in each jurisdiction where it is required to be so qualified in connection with its properties, businesses and operations except where the failure to be so qualified would not cause a Material Adverse Effect. Borrower possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own and/or lease its properties and to transact the businesses in which it is now engaged, except where the failure to possess such items would not cause a Material Adverse Effect, and the sole business of Borrower is the holding, leasing, financing, operation and management of the Property.

(c) The organizational structure of Borrower is accurately depicted by the schematic diagram attached hereto as Schedule 4.1.1 in all material respects.

(d) Borrower shall not change its name, identity, corporate structure or jurisdiction of formation unless it shall have given Lender fifteen (15) days' prior written notice of any such change and shall have taken all steps reasonably requested by Lender to grant, perfect, protect and/or preserve the security interest granted hereunder or under any of the other Loan Documents to Lender.

4.1.2 Proceedings. Borrower has full power to and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the other Loan Documents. This Agreement and the other Loan Documents have been duly executed and delivered by, or on behalf of, Borrower and constitute legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, moratorium and similar laws affecting rights of creditors generally, and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.1.3 No Conflicts. The execution, delivery and performance of this Agreement and the other Loan Documents by Borrower will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance (other than pursuant to the Loan Documents) upon any of the property or assets of Borrower pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, partnership agreement or other agreement or instrument to which Borrower is a party or by which any of Borrower's property or assets is subject (unless consents from all applicable parties thereto have been obtained), nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any Governmental Authority in each case which would reasonably be expected to have or does have a Material Adverse Effect, and any consent, approval, authorization, order, registration or qualification of or with any Governmental Authority required for the execution, delivery and performance by Borrower of this Agreement or any other Loan Documents (and the failure of which to obtain would reasonably be expected to have or does have a Material Adverse Effect) has been obtained and is in full force and effect.

4.1.4 Litigation. Except for matters fully covered by insurance, there are no arbitration proceedings, governmental investigations, actions, suits or proceedings, at law or in equity, or by or before any Governmental Authority which are now pending or, to the best of Borrower's Knowledge, threatened against or affecting Borrower or the Property that if determined against Borrower or the Property, would reasonably be expected to have or does have a Material Adverse Effect.

4.1.5 Agreements. Borrower is not a party to any agreement or instrument or subject to any restriction which would reasonably be expected to have, or does have, a Material Adverse Effect. Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which Borrower or the Property is bound which default would be reasonably expected to have or does have a Material Adverse Effect. Borrower has no material financial obligation (contingent or otherwise) under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Borrower is a party or by which

Borrower or the Property is otherwise bound, other than (a) obligations incurred in the ordinary course of the operation of the Property, (b) obligations under the Loan Documents and/or (c) Permitted Encumbrances.

4.1.6 Title. Borrower has good, marketable and insurable fee simple title to the real property comprising part of the Property and good title to the balance of the Property owned by it, free and clear of all Liens whatsoever except for Permitted Encumbrances and other Liens otherwise permitted pursuant to the Loan Documents. The Mortgage, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first mortgage lien on the Property and the Improvements, subject only to Permitted Encumbrances and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. There are no claims for payment for work, labor or materials affecting the Property which are or may become a lien prior to, or of equal priority with, the Liens created by the Loan Documents other than Permitted Encumbrances. Borrower represents and warrants that none of the Permitted Encumbrances will materially adversely affect (a) the ability of Borrower to pay any of its obligations to any Person as and when due or (b) the use or operation of the Property as of the Closing Date and thereafter as currently contemplated. Borrower shall preserve its right, title and interest in and to the Property for so long as the Note remains outstanding and will warrant and defend same and the validity and priority of the Lien hereof from and against any and all claims whatsoever other than the Permitted Encumbrances.

4.1.7 No Bankruptcy Filing. Borrower does not currently intend either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of such entity's assets or property, and Borrower has no knowledge of any Person having filed or intending to file any such petition against it.

4.1.8 Full and Accurate Disclosure. There is no fact presently known to Borrower which has not been disclosed which would reasonably be expected to have, or does have a Material Adverse Effect.

4.1.9 All Property. The Property constitutes all of the real property, personal property, equipment and fixtures currently (a) owned or leased by Borrower or (b) used by or on behalf of Borrower in the operation of the business located on the Property, other than items owned or leased by any Tenants, Manager or contractors providing services to the Property.

4.1.10 ERISA. (a) Borrower does not maintain an employee benefit plan as defined by Section 3(3) of ERISA (other than a "multiemployer plan" as defined by Section 3(37) of ERISA) which is subject to Title IV of ERISA. Borrower (i) has no knowledge of any material liability which has been incurred or is reasonably expected to be incurred by Borrower which is or remains unsatisfied for any taxes or penalties with respect to any "employee benefit plan," within the meaning of Section 3(3) of ERISA, or any "plan," within the meaning of Section 4975(e)(1) of the Code or any other benefit plan (other than a multiemployer plan) maintained, contributed to, or required to be contributed to by Borrower or by any entity that is under common control with Borrower within the meaning of ERISA Section 4001(a)(14) (a "**Plan**") or any plan that would be a Plan but for the fact that it is a multiemployer plan within the meaning of ERISA Section 3(37); and (ii) has made and shall continue to make when due all required contributions to all such Plans, if any. Each such Plan has been administered in material

compliance with its terms and the applicable provisions of ERISA, the Code, and any other applicable federal or state law.

(a) Borrower is not an employee benefit plan, as defined in Section 3(3) of ERISA, subject to Title I of ERISA. None of the assets of Borrower constitutes "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101 (as modified by Section 3(42) of ERISA) and Borrower is not a governmental plan within the meaning of Section 3(32) of ERISA. Transactions by or with Borrower (excluding transactions involving any governmental plan or the assets thereof) are not subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans similar to the provisions of Section 406 of ERISA or Section 4975 of the Code currently in effect, which prohibit or otherwise restrict the transactions contemplated by this Agreement.

(b) With respect to any multiemployer plan to which Borrower or any entity that is under common control with Borrower within the meaning of ERISA Section 4001(a)(14) is or has been obligated to contribute, neither Borrower nor, to Borrower's Knowledge, any such entity has incurred any material liability under ERISA Section 515 or ERISA Title IV which is or remains unsatisfied.

4.1.11 Compliance. Borrower and the Property and the use thereof comply with all applicable Legal Requirements currently in effect, except as disclosed in the Physical Condition Report and except where failure to comply would not reasonably be expected to have and does not have a Material Adverse Effect, including, without limitation, building and zoning ordinances and codes. Borrower and the Property comply with all Prescribed Laws. Borrower is not in default or in violation of any order, writ, injunction, decree or demand of any Governmental Authority which would reasonably be expected to have, or does have a Material Adverse Effect. There has not been committed by Borrower any act or omission affording the federal government or any other Governmental Authority the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under any of the Loan Documents.

4.1.12 Financial Information. The operating expense statements covering the year to date period ended September 30, 2025, that have been delivered by or on behalf of Borrower to Lender as of the Closing Date in respect of the Property are true, complete and correct in all material respects and have been prepared in accordance with GAAP throughout the periods covered, except as disclosed therein. All other financial data including, without limitation, the statements of operations, that have been delivered by or on behalf of Borrower to Lender in respect of the Property: (a) are true, complete and correct in all material respects; (b) fairly represent the financial condition of the Property as of the date of such reports; and (c) have been prepared in accordance with GAAP throughout the periods covered, except as disclosed therein. Borrower does not have any contingent liabilities, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments that in each case are known to Borrower and would reasonably be expected to have, or does have a Material Adverse Effect. Since the date of the financial statements of Borrower, there has been no material adverse change in the financial condition, operations or business of Borrower from that set forth in said financial statements. In addition, the Guarantor is in compliance with the Net Worth Requirement and Liquidity Requirement.

4.1.13 Condemnation. No condemnation has been commenced or, to Borrower's Knowledge, is contemplated with respect to all or any portion of the Property or for the relocation of roadways providing access to the Property.

4.1.14 Federal Reserve Regulations. None of the proceeds of the Loan will be used by Borrower for the purpose of purchasing or carrying any "margin stock" as defined in Regulation U, Regulation X or Regulation T or for the purpose of reducing or retiring any Debt of Borrower which was originally incurred so that Borrower could purchase or carry "margin stock" or for any other purpose which might constitute this transaction a "purpose credit" within the meaning of Regulation U or Regulation X. As of the Closing Date, Borrower does not own any "margin stock."

4.1.15 Utilities and Public Access. The Property has rights of access to public ways and is served by water, sewer, sanitary sewer and storm drain facilities adequate in all material respects to service the Property for its intended uses. All utilities necessary for the existing use of the Property are located either in the public right-of-way abutting the Property (which are connected so as to serve the Property without passing over other property) or in recorded easements serving the Property and such easements are set forth in and insured by the Title Policy. All roads necessary for the use of the Property for its current purposes have been completed and, if necessary, dedicated to public use.

4.1.16 Not a Foreign Person. Borrower is not a foreign person within the meaning of § 1445(f)(3) of the Code.

4.1.17 Separate Lots. The Property is comprised of one or more contiguous parcels which constitute a separate tax lot or lots and does not constitute or include a portion of any other tax lot not a part of the Property.

4.1.18 Assessments. To the best of Borrower's Knowledge, there are no pending or proposed special or other assessments for public improvements or otherwise affecting the Property, except as specified in the Title Policy, nor are there any contemplated improvements to the Property that may result in such special or other assessments.

4.1.19 Enforceability. The Loan Documents are not subject to any existing right of rescission, set-off, counterclaim or defense by Borrower, including the defense of usury, nor would the operation of any of the terms of the Loan Documents, or the exercise of any right thereunder, render the Loan Documents unenforceable (subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting rights of creditors generally, and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing), and Borrower has not asserted any right of rescission, set-off, counterclaim or defense with respect thereto.

4.1.20 No Prior Assignment. There are no prior sales, transfers, pledges, hypothecations or assignments of the Leases or any portion of the Rents due and payable or to become due and payable which are presently outstanding following the funding of the Loan, other than those being terminated or assigned to Lender concurrently herewith.

4.1.21 Insurance. Borrower has obtained and has delivered to Lender certificates of insurance, reflecting the insurance coverages, amounts and other requirements set forth in this Agreement. Borrower has not, and to the best of Borrower's Knowledge, no Person has, done by act or omission anything which would impair the coverage of any such policy in any material respect.

4.1.22 Use of Property. The Property is used exclusively for retail purposes (which shall be construed broadly to include restaurant, entertainment and retail uses), other appurtenant and related uses (including parking) and the uses specified in the Leases, as a community center, as a paid parking facility and as Condominium common areas.

4.1.23 Certificate of Occupancy; Licenses. All certifications, permits, licenses and approvals, including without limitation, certificates of completion and occupancy permits required of Borrower for the legal use, occupancy and operation of the Property as it is presently used (collectively, the "**Licenses**"), have been obtained and are in full force and effect, except for those the failure of which to obtain and maintain in full force and effect would not reasonably be expected to have and does not have a Material Adverse Effect. Borrower shall keep and maintain all Licenses necessary for the operation of the Property as it is presently used, except where failure to maintain a License would not reasonably be expected to cause or does not cause a Material Adverse Effect. The use being made of the Property is in conformity with the temporary or permanent certificates of occupancy issued for the Property in all material respects.

4.1.24 Flood Zone. None of the Improvements on the Property are located in an area as identified by the Federal Emergency Management Agency as an area having special flood hazards.

4.1.25 Physical Condition. To the best of Borrower's Knowledge and except as expressly disclosed in the Physical Condition Report, the Property, including, without limitation, all buildings, Improvements, parking facilities, sidewalks, storm drainage systems, roofs, plumbing systems, HVAC systems, fire protection systems, electrical systems, equipment, elevators, exterior sidings and doors, landscaping, irrigation systems and all structural components, are in good condition, order and repair in all material respects (ordinary wear and tear excepted). To the best of Borrower's Knowledge and except as disclosed in the Physical Condition Report, there exists no structural or other material defects or damages in or to the Property, whether latent or otherwise, and Borrower has not received any written notice from any insurance company or bonding company of any defects or inadequacies in the Property, or any part thereof, which would materially adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond.

4.1.26 Boundaries. To the best of Borrower's Knowledge and in reliance on, and except as otherwise specifically disclosed in, the Survey, all of the Improvements lie wholly within the boundaries and building restriction lines of the Property, and no improvements on adjoining properties encroach upon the Property, and no easements or other encumbrances upon the Property encroach upon any of the Improvements, which would reasonably be expected to have, or does have, a Material Adverse Effect, except those which are insured against by the Title Policy.

4.1.27 Leases. (a) The Property is not subject to any Leases other than the Leases described in the rent roll delivered to Lender as of the Closing Date (the "**Rent Roll**"), or, to Borrower's Knowledge, any subleases or licenses other than the sublease to Iron Age Rego Park LLC. The Rent Roll is true, complete and correct in all material respects as of the date set forth therein. Except as otherwise set forth on the Rent Roll, no Person has any possessory interest in the Property or right to occupy the same except under and pursuant to the provisions of the Leases or any sublease or license granted by any Tenant (or subtenant) under a Lease. The current Leases are in full force and effect and, to Borrower's Knowledge, there are no material defaults thereunder by either party (other than as expressly disclosed on the Rent Roll or the Tenant estoppel certificates delivered to Lender in connection with the closing of the Loan) and there are no conditions that, with the passage of time or the giving of notice, or both, would constitute material defaults thereunder (other than as expressly disclosed on the Rent Roll or the Tenant estoppel certificates delivered to Lender in connection with the closing of the Loan). No Tenant under any Lease has a right or option pursuant to such Lease or otherwise to purchase all or any part of the property of which the leased premises are a part, other than as expressly disclosed on the Rent Roll or the Tenant estoppel certificates delivered to Lender in connection with the closing of the Loan.

(a) Borrower represents that it has heretofore delivered to Lender true and complete copies of all Leases and any and all amendments or modifications thereof. Except as otherwise expressly disclosed (i) on the Rent Roll, (ii) on the Tenant estoppel certificates delivered to Lender in connection with the closing of the Loan, (iii) to Lender in writing, to Borrower's Knowledge, Borrower or its predecessors have complied with and performed all of its or their (i) material construction, improvement and alteration obligations with respect to the Property required as of the date hereof and (ii) other material obligations under the Leases required as of the date hereof to be performed.

4.1.28 Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements currently in effect in connection with the transfer of the Property to Borrower have been paid and the granting and recording of the Mortgage and the UCC financing statements required to be filed in connection with the Loan. All mortgage, mortgage recording, stamp, intangible or other similar tax required to be paid by any Person under applicable Legal Requirements currently in effect in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Loan Documents, including, without limitation, the Mortgage, have been paid, and, under current Legal Requirements, the Mortgage is enforceable against Borrower in accordance with its terms by Lender (or any subsequent holder thereof) subject only to applicable bankruptcy, insolvency, moratorium and similar laws affecting rights of creditors generally, and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

4.1.29 Single Purpose Entity/Separateness. Borrower hereby represents and warrants that from the date of its formation until the date hereof, Borrower has complied in all material respects with all of the covenants set forth in Section 5.1.4, as qualified therein, except to the extent any such covenant in Section 5.1.4 states that it is made from and after the date hereof.

4.1.30 Management Agreement. The Management Agreement is in full force and effect and there is no current material default thereunder by any party thereto and no event currently exists that, with the passage of time and/or the giving of notice, would constitute a material

default thereunder which has not otherwise been waived. The Manager is an Affiliate of Borrower.

4.1.31 Illegal Activity. No portion of the Property has been or will be purchased with proceeds of any illegal activity.

4.1.32 No Change in Facts or Circumstances; Disclosure. The Rent Roll and all other financial statements submitted by Borrower in connection with the Loan are accurate, complete and correct in all material respects. All other written information, reports, certificates and other documents submitted by Borrower to Lender in connection with the Loan are, to the best of Borrower's Knowledge, accurate, complete and correct in all material respects. There has been no material adverse change known to Borrower in any condition, fact, circumstance or event (a) that would make any such information inaccurate, incomplete or otherwise misleading in any material respect or (b) which would reasonably be expected to have or does have a Material Adverse Effect.

4.1.33 Tax Filings. Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed, it being acknowledged that Borrower is a disregarded entity for federal income tax purposes and does not currently file its own tax returns, and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by Borrower.

4.1.34 Solvency/Fraudulent Conveyance. Borrower (a) has not entered into the transaction contemplated by this Agreement or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its obligations under the Loan Documents. The fair saleable value of Borrower's assets exceed and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its respective businesses as conducted or as proposed to be conducted and Borrower does not intend to, and does not believe that it will, incur Debt and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Debt and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of its obligations).

4.1.35 Investment Company Act. Borrower is not (a) an investment company or a company Controlled by an investment company, within the meaning of the Investment Company Act of 1940, as amended or (b) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

4.1.36 Labor. Borrower (a) is not involved in or, to the best of Borrower's Knowledge, threatened with any (i) labor dispute, work stoppage or labor strike or (ii) any grievance or litigation relating to labor matters involving any employees or other laborers at the Property, including, without limitation, violation of any federal, state or local labor, safety or employment laws (domestic or foreign) and/or charges of unfair labor practices or discrimination complaints which, if determined adversely to Borrower, would result in a Material Adverse Effect, (b) has not engaged, nor, to the best of Borrower's Knowledge, has there been any allegations in any proceeding that Borrower has engaged in any unfair labor practices within the meaning of the National Labor Relations Act or the Railway Labor Act, and (c) except for the collective

bargaining agreement between the Special and Superior Officers Benevolent Association and Alexander's, Inc., is not a party to, or bound by, any collective bargaining agreement or union contract with respect to employees and other laborers at the Property and no such agreement or contract is currently being negotiated by Borrower or any of its Affiliates with respect to the Property.

4.1.37 Brokers. Borrower has not dealt with any broker or finder with respect to the transactions contemplated by the Loan Documents and neither party has done any acts, had any negotiations or conversations, or made any agreements or promises which will in any way create or give rise to any obligation or liability for the payment by the other party of any brokerage fee, charge, commission or other compensation to any Person with respect to the transactions contemplated by the Loan Documents. Borrower shall indemnify and hold harmless Lender from and against any loss, liability, cost or expense, including any judgments, attorneys' fees, or costs of appeal, incurred by Lender and arising out of or relating to any breach or default by the indemnifying party of its representations, warranties and/or agreements set forth in this Section 4.1.37. The provisions of this Section 4.1.37 shall survive the expiration and termination of this Agreement and the payment of the Indebtedness.

4.1.38 No Other Debt. Borrower has not borrowed or received debt financing that has not been heretofore repaid in full, other than the Permitted Debt.

4.1.39 Taxpayer Identification Number. Borrower's Federal taxpayer identification number is 45-2661556.

4.1.40 Patriot Act Compliance. (a) Neither of Borrower nor ALX (i) is listed on any Government Lists (as defined below), (ii) is a Person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, or (iii) has been previously indicted for or convicted of any Patriot Act Offense (as defined below). For purposes hereof, the term "**Patriot Act Offense**" means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (a) the criminal laws against terrorism, (b) the criminal laws against money laundering, (c) the Bank Secrecy Act, as amended, (d) the Money Laundering Control Act of 1986, as amended, or (e) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "**Government Lists**" means (a) the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Assets Control ("**OFAC**"), (b) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Lender notified Borrower in writing is now included in "Governmental Lists", or (c) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America that Lender notified Borrower in writing is now included in "Governmental Lists".

(a) Borrower will use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of governmental authorities having

jurisdiction over Borrower and the Property, which relate to money laundering and terrorism. If, at any time, Lender has a reasonable belief that Borrower is not in compliance with the Patriot Act or any applicable requirement of governmental authorities having jurisdiction over Borrower and the Property which relates to money laundering and/or terrorism, upon ten (10) days' notice to Borrower, Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of governmental authorities having jurisdiction over Borrower and the Property, which relate to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of governmental authorities relating to money laundering and terrorism, then Lender may, at its option, cause Borrower to comply therewith and any and all reasonable costs and expenses incurred by Lender in connection therewith shall be secured by the Mortgage and the other Loan Documents and shall be immediately due and payable.

4.1.41 Anti-Terrorism Compliance. No portion of the proceeds of the Loan will be used, are needed, or will be invested by the Borrower, any Affiliates of Borrower and/or ALX, in order to support international terrorism or activities that may contravene U.S. federal or state anti-money laundering laws and regulations. Borrower understands and hereby acknowledges that Lender has certain anti-money laundering responsibilities under various laws and regulations of the United States of America and shall deliver to Lender, in each case, as reasonably requested by Lender or, to the extent Borrower has the right to obtain such information, as requested by governmental entities administering such laws and regulations, information regarding Borrower's direct and indirect beneficial owners' identities or sources of funds or other similar information and may seek to ensure that representatives or direct or indirect beneficial owners of Borrower are not named on one of the Government Lists. Borrower agrees, upon the reasonable request of Lender, to provide Lender additional information as may be necessary or advisable in order to satisfy their anti-money laundering responsibilities under various laws and regulations of the United States of America.

4.1.42 No Default. No Default or Event of Default under the Loan Documents has occurred or is continuing or will result from the entry into of, or the performance of any transaction contemplated by, any Loan Document.

4.1.43 No Registration. Except for recordation of the Mortgage and the Assignment of Leases and the filing of any Uniform Commercial Code financing statements required by Lender in connection with the Loan, it is not necessary to file, register or record any Loan Documents in any public place or elsewhere, except as may be required by applicable securities laws and regulations, including applicable stock exchange rules.

4.1.44 No Subsidiaries. As of the Closing Date, Borrower does not have any subsidiaries.

4.1.45 REA. Each of the REAs is in full force and effect and neither Borrower nor, to Borrower's Knowledge, any other party to any such REA, is in default thereunder, that would have a Material Adverse Effect, and to the best of Borrower's Knowledge, there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default thereunder that would have a Material Adverse Effect.

4.1.46 Condominium.

(a) The Condominium Documents comply in all material respects with all federal, state and local laws, rules and regulations which affect the establishment and maintenance of condominiums in the State. The Condominium Documents are in full force and effect. The Condominium has been validly formed and is validly existing under the Condominium Act.

(b) Borrower is not in material default under the Condominium Documents and, to the best of Borrower's knowledge, (i) no other party under the Condominium Documents is in material default thereunder and (ii) to the best of Borrower's Knowledge, without performing any independent investigation, there is no existing condition which, but for the passage of time or the giving of notice or both, would result in a material default under the Condominium Documents.

(c) All assessed Condominium Common Charges attributable to the Property have been paid to the extent they are payable on or prior to the date hereof. Borrower has delivered to Lender a true, correct and complete copy of the "no action" letter from the New York State Department of Law with regard to the formation of the Condominium.

4.1.47 Bearer Interests. There are no bearer shares or other ownership interests issued with respect to Borrower.

Section 4.2 Survival of Representations. Borrower agrees that all of the representations and warranties of Borrower set forth in Section 4.1 and elsewhere in this Agreement and in the other Loan Documents shall be deemed given and made as of the date hereof and survive for so long as any amount remains owing to Lender under this Agreement or any of the other Loan Documents by Borrower or Guarantor unless a longer survival period is expressly stated in a Loan Document with respect to a specific representation or warranty, in which case, for such longer period.

Section 4.3 Lender's Representations.

4.3.1 Brokers. Lender has not dealt with any broker or finder with respect to the transactions contemplated by the Loan Documents and Lender has not done any acts, had any negotiations or conversations, or made any agreements or promises which will in any way create or give rise to any obligation or liability for the payment by Borrower or any Affiliate of Borrower of any brokerage fee, charge, commission or other compensation to any Person with respect to the transactions contemplated by the Loan Documents. Lender shall indemnify and hold harmless Borrower and its Affiliates from and against any loss, liability, cost or expense, including any judgments, attorneys' fees, or costs of appeal, incurred by Borrower or its Affiliates and arising out of or relating to any breach or default by the indemnifying party of its representations, warranties and/or agreements set forth in this Section 4.3.1. The provisions of this Section 4.3.1 shall survive the expiration and termination of this Agreement and the payment of the Indebtedness.

ARTICLE V

BORROWER COVENANTS

Section 5.1 Affirmative Covenants. From the Closing Date and until payment and performance in full of all obligations of Borrower under the Loan Documents, Borrower hereby covenants and agrees with Lender that:

5.1.1 Performance by Borrower. Borrower shall in a timely manner observe, perform and fulfill each and every covenant, term and provision of each Loan Document executed and delivered by, or applicable to, Borrower, and, except as provided herein or in any other Loan Document, shall not enter into or otherwise suffer or permit any amendment, waiver, supplement, termination or other modification of any Loan Document executed and delivered by, or applicable to, Borrower, as applicable, without the prior written consent of Lender or as permitted by the Loan Documents.

5.1.2 Existence; Compliance with Legal Requirements; Insurance. Subject to Borrower's right of contest pursuant to Section 7.3, Borrower shall at all times comply and cause the Property to be in compliance with all Legal Requirements applicable to Borrower and the Property and the uses permitted upon the Property where the failure to so comply would reasonably be expected to have, or does have, a Material Adverse Effect. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises necessary to comply with all Legal Requirements applicable to it and the Property except where the failure to so comply would not reasonably be expected to have and does not have a Material Adverse Effect. Borrower shall at all times comply with Prescribed Laws. There shall never be committed by Borrower, and Borrower shall not knowingly permit any other Person in occupancy of or involved with the operation or use of the Property to commit, any act or omission affording the federal government or any state or local government the right of forfeiture as against any material part of the Property or any monies paid in performance of Borrower's obligations under any of the Loan Documents. Borrower hereby covenants and agrees not to commit, knowingly permit or suffer to exist any act or omission affording such right of forfeiture. Borrower shall at all times maintain, preserve and protect all franchises and trade names and preserve all the remainder of its property used in the conduct of its business and shall keep the Property in good working order and repair, and from time to time make, or cause to be made, all reasonably necessary repairs, renewals, replacements, betterments and improvements thereto, all as more fully set forth in the Mortgage, in each case where the failure to do so would not reasonably be expected to result in, and does not result in a Material Adverse Effect. Borrower shall keep the Property insured at all times to such extent and against such risks, and maintain liability and such other insurance, as is more fully set forth in this Agreement. Borrower shall obtain a temporary certificate of occupancy for the Property within ninety (90) days after the date of this Agreement.

5.1.3 Notice of Litigation and Certain Occurrences. Borrower shall give prompt written notice to Lender of any litigation or proceeding asserted against Borrower or the Property or any part thereof which would reasonably be expected to have a Material Adverse Effect.

5.1.4 Single Purpose Entity. Borrower hereby represents and warrants to, and covenants with, Lender that since the date of its formation (except with respect to any representation or warranty below that is qualified by reference to "from and after the date

hereof") and at all times on and after the date thereof and until such time as the Obligations shall be paid and performed or otherwise satisfied in full:

(a) Borrower has not conducted any business or owned, does not own and shall not own any asset or property other than (i) the Property and (ii) incidental personal property necessary or appropriate for the operation of the Property;

(b) Borrower's purpose is solely to own, hold, lease, operate, finance and manage the Property, enter into and perform its obligations under the Loan Documents with Lender, to sell, exchange, Transfer, refinance or otherwise dispose of the Property to the extent permitted under the Loan Documents and transacting any and all lawful act or activity, and to exercise any power permitted to limited liability companies organized under the laws of the State of Delaware, that are related or incidental to and necessary, convenient or advisable to the accomplishment of the foregoing;

(c) Borrower has not engaged nor shall it engage in any business other than as set forth in clauses (a) and (b);

(d) Except for (i) capital contributions and capital distributions, (ii) the Guaranty, (iii) any Letter of Credit issued in connection with the Loan, (iv) the Environmental Indemnity Agreement, and (v) certain cash management arrangements as set forth in sub-paragraph (f) below, as applicable, Borrower has not entered nor shall it enter into any transactions with any Affiliate, any constituent party, any guarantor or indemnitor under any of the Loan Documents or any Affiliate of any such constituent party or guarantor or indemnitor, except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties; provided, that it is hereby acknowledged by Lender that the Management Agreement is on terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's -length basis with third parties;

(e) Borrower has remained at all times, and shall remain, solvent and has paid and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due and shall not pay its debts and liabilities from the assets and funds of any other entity, except for payments made pursuant to the Guaranty, any Letter of Credit issued with respect to the Loan or the Environmental Indemnity Agreement, as applicable;

(f) Borrower has maintained and shall maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person; provided, however, that Borrower's financial position, assets, results of operations and cash flows may be included in consolidated financial statements of an Affiliate of Borrower in accordance with GAAP, so long as (i) any such consolidated financial statement contains a note indicating that Borrower and its Affiliates are each separate legal entities (or a similar statement is contained in such Affiliate's Securities and Exchange Commission Form 10-K filings and it is such Affiliate's practice to deliver its financial statements together with such filings) and (ii) such assets shall also be listed on Borrower's own separate balance sheet, except that all amounts paid to Borrower (including, without limitation, all amounts transferred from the Collection Account) may be deposited into a centralized cash management account, including, without limitation, the Borrower's Account (controlled by an Affiliate of Borrower) on behalf of

Borrower and various other entities that are Affiliates of Borrower, as and when received, provided that all amounts deposited into such centralized account for the benefit of Borrower are clearly segregated, for accounting purposes, from the revenues and expenses of all other Persons.

(g) Borrower has held and shall hold itself out to the public as a legal entity separate and distinct from any other entity (including any Affiliate of Borrower, any guarantor or indemnitor under any of the Loan Documents or any constituent party of Borrower), has corrected and shall correct any known misunderstanding regarding its status as a separate entity, has conducted and shall conduct business in its own name (except with respect to actions taken by agents, including Manager, on behalf of Borrower pursuant to agreements that are on commercially reasonable terms comparable to those of an arm's-length transaction with an unrelated third party and so long as the agents under such agreements hold themselves out as an agent of Borrower and conduct such actions in a manner that Borrower continues to be a Single Purpose Entity), and has not identified and shall not identify itself or any of its Affiliates as a division or part of the other;

(h) Borrower has maintained and intends to maintain, provided revenues from the operation of the Property are sufficient to enable it to do so, adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; provided, however, that the foregoing requirements shall not require any member of Borrower to make any capital contribution to Borrower;

(i) Borrower has not commingled nor shall it commingle its funds and other assets, as applicable with those of any of its Affiliates or constituent parties, any guarantor or indemnitor under any of the Loan Documents or any other Person, except as contemplated in sub-paragraph (f) above;

(j) Borrower has maintained and shall maintain its assets in such a manner that it shall not be costly or difficult to segregate, ascertain or identify its individual assets from those of any of its Affiliates or constituent parties, any guarantor or indemnitor under any of the Loan Documents or any other Person;

(k) except for Manager pursuant to the Management Agreement, Borrower has not permitted nor shall Borrower permit any of its Affiliates or constituent parties independent access to its bank accounts, except as contemplated in sub-paragraph (f) above;

(l) Borrower shall maintain a sufficient number of employees, if any, in light of its contemplated business purpose and have paid and shall pay the salaries of its own employees (if any) from its own funds;

(m) Borrower has compensated and shall compensate its respective consultants and agents from its own funds except as contemplated in sub-paragraph (f) above;

(n) Borrower has allocated and shall allocate fairly and reasonably shared expenses, including for shared office space and for services performed by an employee of an Affiliate;

(o) Borrower has not pledged and shall not pledge any of its assets to secure the obligations of any other Person;

(p) Borrower has no, and shall not have any, obligation to indemnify its officers, directors, managers or members, as the case may be, except to the extent that such obligation is fully subordinated to the Loan and shall not constitute a claim against Borrower if cash flow (as distinct from funds from other sources, such as insurance) in excess of the amount required to pay the Obligations is insufficient to pay such obligation;

(q) Borrower has filed and shall file its own tax returns (if Borrower has not elected to be treated as a disregarded entity for tax purposes), as has been or may be required under applicable law and pay any taxes required to be paid under applicable law; and has maintained and shall maintain its books, records, resolutions and agreements as official records;

(r) Borrower has not made and shall not make any loans or advances to any third party (including any Affiliate or constituent party or Borrower, any guarantor or indemnitor under any of the Loan Documents or any Affiliate of any such constituent party or guarantor or indemnitor), other than in connection with any tenant improvement costs provided for under the Leases, nor has Borrower acquired nor shall it acquire obligations or securities of its Affiliates or of any of its members;

(s) Borrower has not assumed, guaranteed or become obligated for or held itself out to be responsible for, and Borrower shall not assume, guarantee, become obligated for or hold itself or its credit or assets out to be responsible for the debts or obligations of any other Person;

(t) except as provided in (i) the Guaranty or (ii) the Environmental Indemnity Agreement, has not and shall not have any of its obligations guaranteed by any Affiliate;

(u) Borrower has not and shall not incur, create or assume any Debt other than Permitted Debt;

(v) Borrower does not own and shall not own or acquire any stock or securities of any Person except that Borrower may invest in those investments permitted under the Loan Documents and permit the same to remain outstanding in accordance with the applicable provisions thereof;

(w) Borrower has not formed, acquired or held, and shall not form, acquire or hold, any subsidiary (whether corporate, partnership, limited liability company or other);

(x) Borrower shall not, to the fullest extent permitted by law, engage in, seek, or consent to its dissolution, winding up, liquidation, consolidation or merger, except as provided in sub-paragraph (ff) below;

(y) from and after the date hereof, except as otherwise permitted in this Agreement, Borrower shall not engage in, seek or consent to any asset sale or permit any transfer of beneficial interests in itself;

(z) except with respect to actions taken by agents, including the Manager on behalf of Borrower in which such agent identifies itself as an agent of Borrower, Borrower has used and shall use separate stationary, invoices and checks bearing its own name;

(aa) Borrower has not and shall not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities or Permitted Investments or to the extent otherwise permitted pursuant to sub-paragraph (v) above);

(ab) Borrower has complied and shall comply with all organizational formalities necessary to maintain its separate existence, and Borrower shall not terminate or fail to comply with the provisions of Section 9 of its operating agreement;

(ac) Borrower has, and shall have, no material contingent or actual obligations not related to the Property;

(ad) Borrower shall not create or adopt a Plan of Division or file a Certificate of Division, or otherwise effectuate an LLC Division;

(ae) Borrower shall not be liquidated, terminated, dissolved, or merged or consolidated into another entity pursuant to an LLC Division;

(af) Borrower shall not be divided into two or more Persons, including, without limitation, becoming a Divided LLC (whether or not the original Person survives such division); not be created or reorganized into one or more series pursuant to an LLC Division or otherwise;

(ag) from and after the date hereof, Borrower's organizational documents shall provide that there shall be (and Borrower shall at all times cause there to be) at least two (2) duly appointed Independent Managers;

(ah) from and after the date hereof, Borrower's organizational documents shall provide that as long as any portion of the Obligations remains outstanding:

(i) Borrower will not cause or allow managers of the Borrower to take any action which, under the Borrower's certificate of formation or operating agreement, requires the unanimous affirmative vote of one hundred percent (100%) of the Borrower's managers unless at the time of such action there are at least two (2) Independent Managers then serving in such capacity and each Independent Manager has participated in such vote;

(ii) no resignation or removal of an Independent Manager, and no appointment of a successor Independent Manager, shall be effective until such successor shall have executed a counterpart to the Borrower's operating agreement; provided, however, that no Independent Manager shall resign or be removed, and no successor Independent Manager shall be appointed, without in each case at least five (5) day's prior written notice to the Lender;

(iii) in the event of a vacancy in the position of Independent Manager, the members of Borrower shall, subject to the preceding clause (ii), appoint a successor Independent Manager as soon as practicable;

(iv) to the fullest extent permitted by law, the Independent Managers shall consider only the interests of Borrower, including the Lender and its other

creditors, and not the interests of any member of Borrower or any other direct or indirect beneficial owner of Borrower, in acting or otherwise voting on the matters referred to in clauses (hh)(v)(C) or (hh)(v)(D) below of this Section 5.1.4;

(v) Borrower will not:

(A) dissolve, merge, liquidate or consolidate, except as provided in clause (hh)(vi) below;

(B) except in connection with a sale or other transfer permitted under the Loan Documents, sell all or substantially all of its assets;

(C) amend its organizational documents with respect to the matters set forth in this Section 5.1.4 (i) without the affirmative vote of its two (2) Independent Managers and (ii) unless Lender has consented (it being understood that following a Securitization of the Loan, such consent may be conditioned on the applicable Rating Agencies having issued a Rating Agency Confirmation in connection therewith);

(D) without the affirmative vote of its two (2) Independent Manager and of all other managers of the Borrower, take any Material Action with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest;

(vi) Borrower shall be dissolved, and its affairs shall be wound up, only upon the first to occur of the following: (A) the termination of the legal existence of the last remaining member of Borrower or the occurrence of any other event which terminates the continued membership of the last remaining member of Borrower in Borrower unless the business of Borrower is continued in a manner permitted by its operating agreement or the Delaware Limited Liability Company Act (the **"Act"**), or (B) the entry of a decree of judicial dissolution under Section 18-802 of the Act;

(vii) upon the occurrence of any event that causes the last remaining member of Borrower or the sole member of Borrower (in each case, the "**Final Member**") to cease to be a member of Borrower (other than (A) upon an assignment by Final Member of all of its limited liability company interest in Borrower and the admission of the transferee, if permitted pursuant to the organizational documents of Borrower and the Loan Documents, or (B) the resignation of Final Member and the admission of an additional member of Borrower, if permitted pursuant to the organizational documents of Borrower and the Loan Documents), to the fullest extent permitted by law, the personal representative of such last remaining member shall be authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in Borrower, agree in writing (I) to continue the existence of Borrower and (II) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of Borrower, effective as of the occurrence of the event that terminated the continued membership of such member in Borrower;

(viii) the bankruptcy of Final Member or a Special Member of Borrower shall not cause Final Member or such Special Member, respectively, to cease to be a member of Borrower and upon the occurrence of such an event, the business of Borrower shall continue without dissolution;

(ix) in the event of the dissolution of Borrower, Borrower shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of Borrower in an orderly manner), and the assets of Borrower shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act; and

(x) to the fullest extent permitted by law, each of Final Member and the Special Members of Borrower shall irrevocably waive any right or power that they might have to cause Borrower or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of Borrower, to compel any sale of all or any portion of the assets of Borrower pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of Borrower.

5.1.5 Consents. An affirmative vote of one hundred (100%) of the members of Borrower (and of the Independent Managers) shall be required to (a) file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings or authorize Borrower to do so or (b) file an involuntary bankruptcy petition against any Affiliate. Furthermore, Borrower's formation documents shall expressly state that for so long as the Loan is outstanding and Borrower is the obligor under the Note, Borrower shall not be permitted (i) to the extent permitted by law, dissolve, liquidate, consolidate, merge or sell all or substantially all of its assets other than in connection with the repayment of the Loan or except as otherwise permitted hereunder or (ii) to engage in any other business activity, and such restrictions shall not be modified or violated for so long as the Loan is outstanding.

5.1.6 Access to Property. Borrower shall permit agents, representatives and employees of Lender to inspect the Property or any part thereof during normal business hours on Business Days upon reasonable advance notice (which may be given telephonically or by e-mail), subject to the rights of Tenants under their Leases and Borrower's usual and customary safety requirements and accompanied by a representative of Borrower.

5.1.7 Notice of Default. Borrower shall promptly advise Lender (a) of any event or condition that has or is reasonably likely to have a Material Adverse Effect of which Borrower has knowledge and (b) of the occurrence of any Default or Event of Default of which Borrower has knowledge.

5.1.8 Cooperate in Legal Proceedings. Borrower shall reasonably cooperate with Lender with respect to any proceedings before any court, board or other Governmental Authority which would reasonably be expected to have, or does have, a Material Adverse Effect and, in connection therewith, permit Lender, at its election, to participate in any such proceedings, other than those proceedings where Borrower and Lender are adverse parties.

5.1.9 Perform Loan Documents. Borrower shall observe, perform and satisfy all the terms, provisions, covenants and conditions of, and shall pay when due all costs, fees and expenses to the extent required, under the Loan Documents executed and delivered by, or applicable to, Borrower.

5.1.10 Insurance. (a) Borrower shall cooperate with Lender in obtaining for Lender (to the extent that this Agreement provides that such Proceeds are to be paid to Lender) the benefits of any Proceeds lawfully or equitably payable in connection with the Property, and Lender shall be reimbursed for any expenses incurred in connection therewith (including reasonable attorneys' fees and disbursements) out of such Proceeds.

(a) Borrower shall comply with all Insurance Requirements and shall not bring or keep or permit to be brought or kept any article upon any of the Property or cause or permit any condition to exist thereon which would be prohibited by any Insurance Requirement, or would invalidate insurance coverage required hereunder to be maintained by Borrower on or with respect to any part of the Property pursuant to Section 6.1.

5.1.11 Further Assurances; Separate Notes. (a) Borrower shall execute and acknowledge (or cause to be executed and acknowledged), and deliver to Lender, all documents, and take all actions, reasonably required by Lender from time to time in order to confirm the rights created or intended to be created under this Agreement and the other Loan Documents and any security interest created or purported to be created thereunder, to protect the validity, priority and enforceability of this Agreement and the other Loan Documents, to subject to the Loan Documents any property of Borrower intended by the terms of any one or more of the Loan Documents to be encumbered by the Loan Documents, or otherwise carry out the purposes of the Loan Documents and the transactions contemplated thereunder, provided that the foregoing shall not impose any additional material liability or obligations on, nor materially reduce the rights or remedies of, Borrower. Borrower shall reasonably promptly after written request, reasonably cooperate with Lender in connection with any request by Lender to sever the Note into two (2) or more separate substitute notes in accordance with Sections 11.4.2 and 11.5 of this Agreement, and to reapportion the Loan among such separate substitute notes, including, without limitation, by executing and delivering to Lender new substitute notes to replace the Note, amendments to or replacements of existing Loan Documents to reflect such severance and/or Opinions of Counsel with respect to such substitute notes, amendments and/or replacements, provided that Borrower shall bear no costs or expenses in connection therewith (other than internal administrative costs and internal expenses of Borrower).

(a) In addition, Borrower shall, at Borrower's sole cost and expense (except as provided in Section 5.1.11(a)), and without making any so-called "bring down representations":

(i) execute and deliver, from time to time, such further instruments (including, without limitation, delivery of any financing statements under the UCC) as may be reasonably requested by Lender to confirm the Lien of the Mortgage on any Equipment, Fixtures or any intangible assets;

(ii) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts as shall be reasonably necessary to evidence, preserve and/or protect the Collateral at any

time securing or intended to secure the obligations of Borrower under the Loan Documents, as Lender may reasonably require; and

(iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the carrying out of the terms and conditions of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

5.1.12 Mortgage Taxes. Borrower shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to the Note or the Liens created or secured by the Loan Documents, other than income, franchise and doing-business taxes imposed on Lender and other than any Impositions that are not Borrower's responsibility pursuant to Article II hereof or any Impositions described in Article II but applicable on or prior to the date hereof.

5.1.13 Operation. Borrower shall: (a) promptly perform and/or observe in all material respects and shall use commercially reasonable efforts to cause Manager to perform and/or observe in all material respects all of the covenants and agreements required to be performed and observed by it under the Management Agreement (and use commercially reasonable efforts to cause VRLP to perform and/or observe in all material respects all of the covenants and agreements required to be performed and observed by it under the Sub-Retention Agreement), and do all things necessary to preserve and to keep unimpaired Borrower's material rights thereunder; (b) promptly notify Lender of any "event of default" under the Management Agreement (including the Sub-Retention Agreement) of which it is aware; (c) promptly deliver, and shall use commercially reasonable efforts to cause Manager to deliver, to Lender, if Manager is not an Affiliate of Borrower, a copy of each financial statement, capital expenditures plan, property improvement plan and any other notice, report and estimate received by it under the Management Agreement (except to the extent the same is substantially equivalent to what Borrower otherwise delivers to Lender hereunder); and (d) enforce in a commercially reasonable manner the performance and observance of the material covenants and agreements required to be performed and/or observed by the Manager under the Management Agreement (and cause Manager to enforce in a commercially reasonable manner the performance and observance of the material covenants and agreements required to be performed and/or observed by VRLP under the Sub-Retention Agreement).

5.1.14 Business and Operations. Borrower shall continue to engage in the businesses presently conducted by it as and to the extent the same are necessary for the ownership, maintenance, management and operation of the Property. Borrower shall qualify to do business and shall remain in good standing under the laws of the State in which the Property is located and as and to the extent required for the ownership, maintenance, management and operation of the Property.

5.1.15 Title to the Property. Borrower shall warrant and defend (a) its fee title to the Property and the Improvements and every part thereof, subject only to Liens permitted hereunder (including Permitted Encumbrances) and (b) the validity and priority of the Liens of the Mortgage, the Assignment of Leases and this Agreement on the Property, subject only to Liens permitted hereunder (including Permitted Encumbrances), in each case against the claims of all Persons whomsoever. Borrower shall reimburse Lender for any losses, costs, damages or

expenses (including reasonable attorneys' fees and disbursements) incurred by Lender if an interest in the Property, other than as permitted hereunder, is claimed by another Person.

5.1.16 Costs of Enforcement. In the event (a) that this Agreement or the Mortgage is foreclosed upon in whole or in part or that this Agreement or the Mortgage is put into the hands of an attorney for collection, suit, action or foreclosure following an Event of Default, (b) of the foreclosure of any security agreement prior to or subordinate to this Agreement in which proceeding Lender is made a party, or a mortgage prior to or subordinate to the Mortgage in which proceeding Lender is made a party, or (c) of the bankruptcy, insolvency, rehabilitation or other similar proceeding in respect of Borrower or any of its constituent Persons or an assignment by Borrower or any of its constituent Persons for the benefit of its creditors, Borrower, its successors or assigns, shall be chargeable with and agrees to pay all costs of collection and defense, including reasonable attorneys' fees and disbursements, incurred by Lender or Borrower in connection therewith and in connection with any appellate proceeding or post judgment action involved therein, together with all required service or use taxes.

5.1.17 Estoppel Statements.

(a) Borrower shall, from time to time, upon thirty (30) days' prior written request from Lender, execute, acknowledge and deliver to Lender, a Borrower's Certificate, stating that this Agreement and the other Loan Documents are unmodified and, to the best of Borrower's Knowledge, in full force and effect (or, if there have been modifications, that this Agreement and the other Loan Documents are in full force and effect as modified and setting forth a list of the documents by which such modifications were effected), stating, to the best of Borrower's Knowledge, the amount of accrued and unpaid interest and the Principal Amount of the Note and containing such other information with respect to Borrower, the Property and the Loan as Lender shall reasonably request. The estoppel certificate shall also state either that, to Borrower's Knowledge, no Default or Event of Default exists hereunder or, if any Default or Event of Default shall exist hereunder, shall specify such Default or Event of Default and the steps being taken to cure such Default or Event of Default.

(b) Borrower shall use its commercially reasonable efforts to deliver or cause to be delivered to Lender, upon request, estoppel certificates from each party under any REA; provided, that such certificates may be in the form required under such REA; and, provided, further, that Lender shall not request such certificates more than four (4) times during the Term and not more frequently than once per calendar year (or twice during any calendar year in which a Securitization occurs).

5.1.18 Loan Proceeds. Borrower shall use the proceeds of the Loan received by it on the Closing Date only for the purposes set forth in Section 2.1.4.

5.1.19 No Joint Assessment. Borrower shall not suffer, permit or initiate the joint assessment of the Property (a) with any other real property constituting a tax lot separate from the Property or (b) which constitutes real property with any portion of the Property which may be deemed to constitute personal property, or any other procedure whereby the lien of any taxes which may be levied against such personal property shall be assessed or levied or charged to such real property portion of the Property.

5.1.20 No Further Encumbrances. Borrower shall do, or cause to be done, all things necessary to keep and protect the Property and all portions thereof unencumbered from any Liens, easements or agreements granting rights in or restricting the use or development of the Property, except for (a) Permitted Encumbrances, (b) Liens permitted pursuant to the Loan Documents, (c) Liens for Impositions prior to the imposition of any interest, charges or expenses for the non-payment thereof and (d) any Liens permitted pursuant to Leases.

5.1.21 Required Repairs. Borrower shall make commercially reasonable efforts to close out the open fire code violations referenced in the Physical Condition Report within one hundred eighty (180) days following the date hereof.

5.1.22 Leases. Borrower shall promptly after receipt thereof deliver to Lender a copy of any notice received with respect to the Leases claiming that Borrower is in default in the performance or observance of any of the material terms, covenants or conditions of any of the Leases.

5.1.23 Notice Regarding ERISA Violation. Borrower shall give prompt written notice to Lender of any written allegation by a Governmental Authority that Borrower is in violation of any material requirements of ERISA.

5.1.24 Further Assurance of Title. Borrower shall further assure title if at any time Lender has reason to believe in its reasonable opinion that the Loan is not secured or will or may not be secured by the Mortgage as a first priority lien or security interest on the Improvements (subject only to the Permitted Encumbrances), and then Borrower shall do all things and matters reasonably necessary (including execution and delivery to Lender of all further documents and performance of all other acts which Lender reasonably deems necessary or appropriate) to assure to the satisfaction of Lender that the Loan is secured by the Mortgage as a first priority lien or security interest on the Improvements (subject only to the Permitted Encumbrances).

5.1.25 Interest Rate Protection Agreement.

(a) Borrower shall at all times maintain an Interest Rate Protection Agreement in the form of a rate cap for a notional amount equal to the Principal Amount with a Counterparty having a Minimum Counterparty Rating and which is otherwise acceptable to Lender in its reasonable discretion, which shall effectively cap Term SOFR for a period not less than twelve (12) months (or such shorter term if less than twelve (12) months remain prior to the Maturity Date) at the Strike Price. Prior to the expiration of each such Interest Rate Protection Agreement, Borrower shall enter into a replacement Interest Rate Protection Agreement in compliance with the terms of this Section 5.1.25. Promptly upon obtaining any Interest Rate Protection Agreement, Borrower shall deliver the same to Lender.

(b) Any Interest Rate Protection Agreement entered into in accordance with the provisions of this Agreement shall not be secured by or encumber any of the Collateral securing Borrower's obligations under the Loan Documents unless the same is a Lender Interest Rate Protection Agreement. If Borrower enters into a Lender Interest Rate Protection Agreement, Borrower's obligations thereunder shall be secured by the Mortgage, and Borrower shall execute any modification to the Mortgage necessary to confirm or effectuate such security interest.

(c) Borrower shall comply with all of its obligations under the terms and provisions of any Interest Rate Protection Agreement. Borrower shall take all action reasonably requested by Lender to enforce Lender's rights under an Interest Rate Protection Agreement in the event of a default by a Counterparty and shall not waive, amend or otherwise modify any of its rights thereunder. Borrower shall not (i) without the prior written consent of Lender, modify, amend or supplement the terms of any Interest Rate Protection Agreement, (ii) without the prior written consent of Lender, cause the termination of any Interest Rate Protection Agreement prior to its stated maturity date; (iii) without the prior written consent of Lender waive or release any obligation of a Counterparty (or any successor or substitute party to an Interest Rate Protection Agreement) under an Interest Rate Protection Agreement, (iv) without the prior written consent of Lender consent or agree to any act or omission to act on the part of a Counterparty (or any successor or substitute party to an Interest Rate Protection Agreement) which, without such consent or agreement, would constitute a default under an Interest Rate Protection Agreement, (v) fail to exercise promptly and diligently each and every material right which it may have under an Interest Rate Protection Agreement, (vi) take or omit to take any action or suffer or permit any action to be omitted or taken, the taking or omission of which would result in any right of offset against sums payable under an Interest Rate Protection Agreement or any defense by a Counterparty (or any successor or substitute party to an Interest Rate Protection Agreement) to payment or (vii) fail to give prompt notice to Lender of any notice of default given by or to Borrower under or with respect to an Interest Rate Protection Agreement, together with a complete copy of such notice.

(d) Borrower shall collaterally assign to Lender, pursuant to an Assignment of Interest Rate Protection Agreement, all of its right, title and interest to receive any and all payments under any Interest Rate Protection Agreement required hereunder and shall deliver to Lender an executed counterpart of such Interest Rate Protection Agreement, notify the Counterparty of such collateral assignment and obtain the agreement (either in such Interest Rate Protection Agreement or by separate instrument) of such Counterparty to make any payments to become payable under or pursuant to the Interest Rate Protection Agreement directly to Lender until such time as the Assignment of Interest Rate Protection Agreement is terminated or otherwise canceled. At such time as the Loan is repaid in full or a new Interest Rate Protection Agreement is required pursuant to Section 5.1.25(e) below or an Interest Rate Protection Agreement is no longer required, all of Lender's right, title and interest in the existing Interest Rate Protection Agreement shall terminate and Lender shall execute and deliver, at Borrower's sole cost and expense, such documents as may be required to evidence Lender's release of such Interest Rate Protection Agreement and to notify the Counterparty of such release. If Lender receives any payments under such Interest Rate Protection Agreement (other than a payment by reason of a termination event or any other payment upon the occurrence and during the continuance of an Event of Default), Lender shall deliver the same to Borrower by depositing the same into the Collection Account or as otherwise instructed by Borrower. At any time an Interest Rate Protection Agreement is required hereunder, if Lender receives any payments under an Interest Rate Protection Agreement during the continuance of an Event of Default or by reason of a termination event under an Interest Rate Protection Agreement, Lender shall have the right to hold the same, to deposit the same in a cash collateral account as additional security for the Loan or to apply same to any portion of the Indebtedness in any order it desires or, if an Interest Rate Protection Agreement has been partially or wholly terminated, Lender shall disburse any termination payments to Borrower to be applied to the costs of acquiring another Interest Rate Protection Agreement (if then required hereunder) in form and substance

reasonably acceptable to Lender, and from a counterparty having a Minimum Counterparty Rating.

(e) If for any reason the Counterparty's rating with respect to any Interest Rate Protection Agreement provided by a Counterparty other than Lender shall fall below the Minimum Counterparty Rating, Borrower shall within thirty (30) days following receipt of notice thereof from Lender or any other Person, procure a new Interest Rate Protection Agreement from a Counterparty satisfying the Minimum Counterparty Rating requirement in compliance with this Section 5.1.25, shall pledge same to Lender pursuant to an assignment of interest rate protection agreement in the form of the Assignment of Interest Rate Protection Agreement or other reasonable assignment form, and shall deliver to Lender a Counterparty Opinion with respect thereto.

(f) In the event that Borrower fails to purchase and deliver to Lender the Interest Rate Protection Agreement as and when required hereunder, Lender may purchase the Interest Rate Protection Agreement from a Counterparty having a Minimum Counterparty Rating required and the cost and expense including reasonable attorney's fees and disbursements incurred by Lender in purchasing the Interest Rate Protection Agreement shall be paid by Borrower to Lender with interest thereon at the Default Rate from the date such cost was incurred by Lender until such cost is paid to Lender.

(g) In connection with any Interest Rate Protection Agreement obtained by Borrower pursuant to the requirements of this Section 5.1.25, if such Interest Rate Protection Agreement is an "Interest Rate Cap", Borrower shall obtain and deliver to Lender an opinion of counsel from counsel for the Counterparty thereunder (upon which Lender and its successors and assigns may rely) (the "**Counterparty Opinion**"), under New York law and, if the Counterparty is a non-U.S. entity, the applicable foreign law, substantially in compliance with the requirements set forth below:

(i) The Counterparty Opinion shall be addressed to Lender, for itself and its successors and assigns, and shall state that it may be relied upon by (A) any assignee of Lender's interest in the Loan, and (B) any servicer of the Loan,

(ii) The Counterparty Opinion shall be in form and substance reasonably acceptable to Lender and shall contain the following opinions:

(A) the Counterparty under the Interest Rate Protection Agreement is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation and has the organizational power and authority to execute and deliver, and to perform its obligations under, the Interest Rate Protection Agreement;

(B) the execution and delivery of the Interest Rate Protection Agreement by the Counterparty thereunder, and any other agreement (including, without limitation, the Assignment of Interest Rate Protection Agreement) which such Counterparty has executed and delivered pursuant thereto, and the performance of its obligations thereunder have been and remain duly authorized by all necessary action and do not contravene any provision of its certificate of incorporation or bylaws (or equivalent

organizational documents) or any law, regulation or contractual restriction binding on or affecting it or its property;

(C) all consents, authorizations and approvals required for the execution and delivery by the Counterparty of the Interest Rate Protection Agreement, and any other agreement (including, without limitation, the Assignment of Interest Rate Protection Agreement) which such Counterparty has executed and delivered pursuant thereto, and the performance of its obligations thereunder have been obtained and remain in full force and effect, and no other action by, and no notice to or filing with any governmental authority or regulatory body is required for such execution, delivery or performance; and

(D) the Interest Rate Protection Agreement, and any other agreement (including, without limitation, the Assignment of Interest Rate Protection Agreement) which the Counterparty thereunder has executed and delivered pursuant thereto, has been duly executed and delivered by such Counterparty and constitutes the legal, valid and binding obligation of such Counterparty, enforceable against such Counterparty in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(iii) Depending on the nature of the transaction, the Counterparty Opinion shall contain such additional opinions on such other matters relating to the Interest Rate Protection Agreement and/or and any other agreement (including, without limitation, the Assignment of Interest Rate Protection Agreement) which the Counterparty thereunder has executed and delivered pursuant thereto, as Lender shall reasonably require, and are customarily required in similar transactions, including, without limitation, the following additional opinions if the Counterparty is a foreign entity:

(A) The jurisdiction where the Counterparty is located will respect and give effect to the choice of law provisions of the Interest Rate Protection Agreement and any other agreement (including, without limitation, the Assignment of Interest Rate Protection Agreement) which the Counterparty thereunder has executed and delivered pursuant thereto; and

(B) A judgment obtained in the courts of the State of New York is enforceable in the jurisdiction where the Counterparty is located.

(h) In connection with any Interest Rate Protection Agreement obtained by Borrower pursuant to the requirements of this Section 5.1.25, Borrower shall obtain and deliver to Lender an opinion of counsel (upon which Lender and its successors and assigns may rely) in connection with the Assignment of Interest Rate Protection Agreement (the "**Assignment Opinion**"), under New York law substantially in compliance with the requirements set forth below and otherwise consistent with the opinions given by Borrower's counsel at closing:

(i) The Assignment Opinion shall be addressed to Lender, for itself and its successors and assigns, and shall state that it may be relied upon by (A) any assignee of Lender's interest in the Loan, and (B) any servicer of the Loan,

(ii) The Assignment Opinion shall be in form and substance reasonably acceptable to Lender and shall contain the following opinions:

(A) the Borrower is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation and has the organizational power and authority to execute and deliver, and to perform its obligations under, the Assignment of Interest Rate Protection Agreement;

(B) the execution and delivery of the Assignment of Interest Rate Protection Agreement by Borrower, and the performance of its obligations thereunder have been and remain duly authorized by all necessary action and do not contravene any provision of its certificate of incorporation or bylaws (or equivalent organizational documents) or any law or regulation binding on or affecting it or its property;

(C) all consents, authorizations and approvals required for the execution and delivery by Borrower of the Assignment of Interest Rate Protection Agreement, and the performance of its obligations thereunder have been obtained and remain in full force and effect, and no other action by, and no notice to or filing with any governmental authority or regulatory body is required for such execution, delivery or performance; and

(D) the Assignment of Interest Rate Protection Agreement has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

5.1.26 Building Violations. Borrower hereby covenants that Borrower shall take all commercially reasonable efforts to cause the violations described on Schedule 5.1.26 to be removed from the Property.

5.1.27 Condominium.

(a) Borrower shall comply with all of the terms, covenants and conditions of the Condominium Documents and any rules and regulations that may be adopted by the Condominium Board, as the same shall be in force and effect from time to time, except to the extent such non-compliance would not reasonably be expected to have a Material Adverse Effect; and

(b) Borrower shall pay, or cause to be paid, all assessed Condominium Common Charges, made against the Retail Unit pursuant to the Condominium Documents before the same becomes delinquent; provided that Borrower may delay such payment to the extent Borrower is continuously and diligently contesting any such charges and expenses in good faith; and

(c) Borrower shall use commercially reasonable efforts to deliver to Lender, within thirty (30) days after Lender's request, an estoppel certificate from the Condominium Board in form and substance reasonably satisfactory to Lender and setting forth, inter alia, that (i) to the knowledge of such Condominium Board, Borrower is not in default under the Condominium Documents, and (ii) all Condominium Common Charges then due and payable have been paid in full; provided that such estoppel certificate may be in the form required under the Condominium Documents and that, so long as no Event of Default shall have occurred and be continuing, Lender may request such estoppel certificate no more than twice during any 12-month period.

Section 5.2 Negative Covenants. From the Closing Date until payment and performance in full of all obligations of Borrower under the Loan Documents or the earlier release of the Lien of this Agreement or the Mortgage in accordance with the terms of this Agreement and the other Loan Documents, Borrower covenants and agrees with Lender that it will not do, directly or indirectly, any of the following:

5.2.1 Incur Debt; Transfers. Incur, create or assume any Debt other than Permitted Debt or Transfer or lease all or any part of the Property or any interest therein, except as permitted in the Loan Documents;

5.2.2 Encumbrances. Incur, create or assume or permit the incurrence, creation or assumption of any Debt secured by the Property or a direct or indirect interest in Borrower and shall not Transfer or permit the Transfer of any direct or indirect interest in Borrower except, in each case, as permitted pursuant to the Loan Documents;

5.2.3 Engage in Different Business. Engage, directly or indirectly, in any business other than that of entering into this Agreement and the other Loan Documents to which Borrower is a party and the use, ownership, management, leasing, renovation, financing, sale, exchange, transfer or refinancing, development, operation and maintenance of the Property and activities related thereto (all subject to the terms and conditions hereof and the other Loan Documents);

5.2.4 Make Advances. Make advances or make loans to any Person other than Tenants in connection with tenant improvements required pursuant to a Lease that has been approved by Lender, or for which no approval is required by Lender, in accordance with the terms of this Agreement, or hold any investments, except as expressly permitted pursuant to the terms of this Agreement or any other Loan Document;

5.2.5 Partition. Permit or petition for the partition of the Property;

5.2.6 Commingle. Subject to the provisions of Section 5.1.4(i), commingle its assets with the assets of any of its Affiliates;

5.2.7 Guaranty Obligations. Guaranty any obligations of any Person;

5.2.8 Transfer Assets. Transfer any asset other than in the ordinary course of business or Transfer any interest in the Property except as may be permitted hereby or in the other Loan Documents;

5.2.9 Amend Organizational Documents. Amend or modify any of its organizational documents without Lender's reasonable consent, other than in connection with any Transfer permitted pursuant to Article VIII, or to reflect any change in capital accounts, contributions, distributions, allocations or to otherwise amend any provisions in any respect that would not reasonably be expected to have and does not have, a Material Adverse Effect, and provided that Borrower remains in each case a Single Purpose Entity;

5.2.10 Dissolve. Dissolve, wind up, terminate, liquidate, merge with or consolidate into another Person, except as expressly permitted pursuant to this Agreement;

5.2.11 Bankruptcy. (a) File a bankruptcy or insolvency petition or otherwise institute insolvency proceedings, or (b) file or solicit the filing of an involuntary bankruptcy petition against Borrower, Manager or any Affiliate of Borrower or Manager, without obtaining the prior consent of all of the members and managers of Borrower, including, without limitation, the Independent Managers;

5.2.12 ERISA. Engage in any activity that would qualify it as an "employee benefit plan" (within the meaning of Section 3(3) of ERISA) to which ERISA applies or would cause Borrower's assets to constitute plan assets within the meaning of 29 C.F.R. Section 2510.3-101 (as modified by Section 3(42) of ERISA;

5.2.13 Distributions. During the continuance of an Event of Default, make any distributions to or for the benefit of any of its members or its or their Affiliates;

5.2.14 Manager. (a) Without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, materially modify, change, supplement, alter or amend the Management Agreement in any material respect or waive or release any of its material rights and remedies under the Management Agreement. Without the prior written consent of Lender, which consent shall be in Lender's sole and absolute discretion, replace the Manager or cause or permit Manager to supplement or replace VRLP under the Sub-Retention Agreement with a Person other than a Qualified Manager; provided, however, that Borrower shall have the unilateral right to replace the Manager as Borrower sees fit from time-to-time with ALX, VRLP, or an Affiliate of ALX or VRLP;

(a) Borrower shall notify Lender in writing (and deliver a copy of the proposed management agreement) of (1) any entity proposed to be designated as a replacement manager of the Property to replace Manager or (2) any entity proposed to be designated as a designated as a sub-agent under the Sub-Retention Agreement not less than thirty (30) days before such replacement manager begins to manage the Property;

(b) Borrower shall, at the request of Lender, terminate the Management Agreement and replace the Manager with a Qualified Manager or a replacement manager otherwise reasonably acceptable to Lender, if (and only if) (i) an Event of Default has occurred and is continuing and the Loan has been accelerated, (ii) Manager or any replacement manager or replacement Qualified Manager shall become bankrupt or insolvent, or (iii) upon the gross

negligence or willful misconduct of the Manager (other than isolated incidents which Manager remedies and for which Manager has compensated Borrower and Lender for any losses incurred as a result thereof); provided, however, that prior to Borrower's becoming so obligated under (ii) above, Borrower shall have ten (10) Business Days, from and after the date of such request, within which to provide evidence reasonably satisfactory to Lender that Manager, replacement manager or replacement Qualified Manager is no longer insolvent or such proceeding has been dismissed, as applicable, in which case Borrower shall not become so obligated; provided, further, that in the case of (i) above, such replacement Manager shall not be an Affiliate of Borrower and, in the case of (ii) and (iii) above, if the terminated Manager is an Affiliate of Borrower, then the replacement Manager shall not be an Affiliate of Manager;

(c) Upon the retention of a replacement manager or a replacement Qualified Manager or sub-agent under any new sub-retention agreement, Lender shall have the right to approve any new management agreement with such replacement manager, a replacement Qualified Manager (which approval by Lender shall not be unreasonably withheld, conditioned or delayed), or sub-agent or replacement sub-agent (which approval by Lender in the case of either shall not be unreasonably withheld, conditioned or delayed if the sub-agent would qualify as a Qualified Manager); provided however, that if such replacement manager or replacement Qualified Manager is ALX, VRLP, or an Affiliate of ALX or VRLP, then as long as such new management agreement is on substantially the same terms and conditions as the Management Agreement or the Sub-Retention Agreement, as the case may be, Lender's consent to such new management agreement shall not be required; and

(d) Upon the termination of the Manager and replacement with a Qualified Manager or a replacement manager approved by Lender, such Qualified Manager or replacement manager shall constitute the Manager hereunder and Borrower and Qualified Manager shall enter into an Assignment of Management Agreement in favor of Lender in form and substance substantially similar to the Assignment of Management Agreement entered into as of the date hereof;

5.2.15 Modify Account Agreement. Except as provided in Section 3.1.8(b), without the prior consent of Lender, which shall not be unreasonably withheld, conditioned or delayed, Borrower shall not execute any modification to the Account Agreement;

5.2.16 Zoning Reclassification. Without the prior written consent of Lender, (a) initiate or consent to any zoning reclassification (other than to expand the permitted uses to include uses which are consistent with the current use of the Property or the Condominium) of any portion of the Property, (b) seek any variance under any existing zoning ordinance that could result in the use of the Property becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, or (c) to the extent within Borrower's reasonable control, allow any portion of the Property to be used in any manner that could result in the use of the Property becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation;

5.2.17 Government Regulation. (a) Be a Person in respect of which any law, regulation, or list of any Governmental Authority (including, without limitation, the U.S. Office of Foreign Asset Control list) Lender is prohibited from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (b) fail to provide within a reasonable time documentary and other evidence of Borrower's identity as may be reasonably

requested by Lender at any time to enable Lender to verify Borrower's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act;

5.2.18 Debt Cancellation. Cancel or otherwise forgive or release any material claim or debt owed to it by any Person, except for adequate consideration or in the ordinary course of its business or except (a) in connection with the settlement of claims, subject to the terms and provisions of Section 8.7, against Tenants or service providers to the Property in connection with such parties' Lease or other contract defaults, provided such settlements would not reasonably be expected to have, and do not have, a Material Adverse Effect and (b) for termination of a Lease as permitted by Section 8.7;

5.2.19 Misapplication of Funds. Distribute any revenue from the Property or any Proceeds in violation of the provisions of this Agreement, fail to remit amounts to the Collection Account or to Lender, as applicable, as required by Section 3.1, misappropriate any security deposit or portion thereof or apply the proceeds of the Loan in violation of Section 2.1.4; or

5.2.20 Single Purpose Entity. Fail to be a Single Purpose Entity or take or suffer any action or inaction the result of which would be to cause it to cease to be a Single Purpose Entity.

5.2.21 REA. Borrower agrees that without the prior consent of Lender, Borrower will not execute modifications to any REA if such modifications are reasonably likely to have a Material Adverse Effect.

5.2.22 Condominium Documents.

(a) Borrower shall not (without Lender's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed) make or consent to any modification, amendment, or supplementation of any of the Condominium Documents which adversely affects, in any material respect, the rights of Lender hereunder and under the other Loan Documents or under the Condominium Documents.

(b) Borrower shall not take any action to terminate the Condominium, withdraw the Condominium from any state, local or federal laws, rules and regulations which affect the establishment and maintenance of condominiums in the State, or cause a partition of the Condominium, without Lender's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Borrower shall not assign (other than to Lender) or encumber (other than in favor of Lender as security for the Obligations) any of its rights, as the unit owner of the Retail Unit, under the Condominium Documents, without the consent of Lender, which consent shall not unreasonably conditioned, withheld or delayed.

(d) Borrower shall not, without Lender's prior consent (such consent shall not be unreasonably conditioned, withheld or delayed), exercise any right it may have to vote for (i) any additions or improvements to the common elements of the Condominium, except as such additions or improvements are permitted in accordance with Section 6.2 and/or Article IX of this Agreement, (ii) any borrowing on behalf of the Condominium or (iii) the expenditure of any insurance proceeds or condemnation awards for the repair or restoration of the Improvements other than in accordance with Section 6.2 of this Agreement.

ARTICLE VI

INSURANCE; CASUALTY; CONDEMNATION; RESTORATION

Section 6.1 Insurance Coverage.

6.1.1 Insurance Coverage Requirements. Borrower shall, at its sole cost and expense, keep in full force and effect insurance coverage of the types and minimum limits as follows during the term of this Agreement:

(a) Borrower, subject to the requirements of the Condominium Documents and applicable Legal Requirements, shall (or Borrower shall cause the Condominium Board), at its sole cost and expense, to obtain and maintain at all times during the term of the Loan, or cause to be obtained and maintained, with Borrower included as a Named Insured/Additional Insured, insurance policies covering the Condominium building core and shell providing at least the following liability insurance coverages:

(i) Commercial General Liability insurance, including coverage for terrorism applicable to claims for personal injury and/or bodily injury including death or property damage occurring upon, in or about the Condominium; occurring as a result of the construction and use and occupancy of facilities located at or on the Condominium building; or as a result of construction thereof. Coverage shall be provided on an occurrence basis pursuant to the ISO Commercial General Liability coverage form (CG 00 01) or its equivalent, and for personal and/or bodily injury or property damage as now are or hereafter incorporated into such form and its endorsements. Such coverage shall be in amounts of not less than (A) $1,000,000 per occurrence for Bodily Injury and Property Damage Combined, (B) $1,000,000 per occurrence for Personal & Advertising Injury, (C) $2,000,000 aggregate for Products and Completed Operations Liability, (D) $100,000 for Fire Legal Liability and (E) $2,000,000 for General Aggregate limit per location. The policy shall be written on an occurrence basis with no deductible unless otherwise approved by Lender. Such coverage shall name the Borrower and the Condominium Board as additional named insureds (or, if the Condominium Board is providing liability insurance for the interior of the unit in addition to the common elements, as a named insured), and Lender and its successors and/or assigns as additional insureds and provide such additional insured coverage on a primary and non-contributory basis.

(ii) Intentionally Omitted.

(iii) Commercial Umbrella/Excess Liability coverage with including coverage for terrorism (if such coverage is commercially available) in an amount consistent with the terms of the Condominium Documents. Commercial Umbrella/Excess Liability Insurance shall provide additional coverage over all limits and coverages noted in paragraph (i), (ii) and Employers Liability per paragraph (iv). This limit shall be increased from time to time to reflect an amount which is customarily maintained and is generally required by institutional lenders on loans of amounts and secured by properties comparable to and in the general

vicinity of the Condominium. This policy shall be written on an "occurrence" form basis and provide follow-form coverage or coverage as broad as the primary.

(iv) Intentionally Omitted.

(v) At any time during which any construction work, structural alterations or repairs are being performed upon, in or about the Condominium building core and shell: Condominium Board shall cause the general contractor performing work for or related to the Condominium to obtain and maintain Commercial General Liability coverage, including, without limitation, products and completed operations and containing no "X", "C", "U"(blasting, collapse or underground, respectively) exclusion, and Automobile Liability insurance for owned, hired and non-owned automobiles and Umbrella/Excess insurance with no less than $100,000,000 in limits per occurrence and in the aggregate per project (except for automobile) through primary and umbrella liability coverages. Such insurance shall name the Condominium Board and the holder of the Retail Unit as additional insureds, and Lender and its successors and/or assigns as additional insureds and provide such additional insured coverage on a primary and non-contributory basis. Condominium Board shall also require that all Trade Contractors performing work for or related to the Condominium to maintain similar coverage with limits of no less than $3,000,000 per occurrence and in the aggregate per project. Trade Contractors' liability insurance shall include a Waiver of Subrogation in favor of Borrower and Lender and shall include Borrower and Lender as additional insureds and provide such additional insured coverage on a primary and non-contributory basis. All Persons engaged in work on the Improvements at the Condominium shall maintain statutory Workers Compensation and Disability insurance in force for all workers performing work for or related to the Condominium.

(vi) The policies described in paragraphs (a)(i), (ii) and (iii) shall cover, without limitation: elevators, escalators, Contractual Liability, Products and Completed Operations Liability coverage.

(vii) In lieu of providing the Commercial General Liability, Umbrella/Excess insurance and/or Workers Compensation and Disability insurance required under paragraph (a)(v) above, Borrower may provide or cause to be provided such insurance through an owner or contractor controlled insurance program. Such program shall provide coverage consistent with the requirements contained herein for all Persons, contractors and subcontractors of every level engaged in construction operations at the Property.

(viii) Such other types and amounts of insurance with respect to the Condominium and the operation thereof which are customarily maintained in the case of other property and buildings similar to the Condominium in nature, use, location, height and type of construction as may from time to time be reasonably required by Lender.

(b) Borrower, subject to the requirements of the Condominium Documents and applicable Legal Requirements (or Borrower, shall cause the Condominium Board), at its

sole cost and expense, to obtain and maintain at all times during the term of the Loan, or cause to be obtained and maintained, insurance policies covering the Condominium building core and shell providing at least the following property insurance coverages:

(i) Insurance against loss customarily included under standard "All Risk" or "Causes of Loss Special Form" policies including but not limited to: fire, hail, wind/hail/named windstorm, vandalism, and malicious mischief, and such other insurable hazards which are customarily maintained and are generally required by institutional lenders on loans of similar amounts and secured by properties comparable to, and in the general vicinity of, the Condominium. The amount of such insurance shall be not less than one hundred percent (100%) of the insurable replacement cost value of the Condominium building core and shell. Each such insurance policy shall either contain an Agreed Amount endorsement or confirmation that coinsurance does not apply and shall cover, without limitation, all tenant improvements and betterments (except to the extent that the Tenant is required to insure the same pursuant to the applicable Lease or a unit purchase agreement) on a replacement cost basis. Lender shall be named Mortgagee on a Standard Mortgagee Endorsement and Lender Loss Payable. If the Condominium is now or at any time during the Loan deemed to be located in a Special Hazard Flood Area, and/or area of high seismic/earthquake activity then flood and/or earthquake insurance will be required in amounts and with deductibles approved by Lender, which approval shall not be unreasonably withheld or delayed. If the "All Risk" or "Causes of Loss Special Form" policy excludes coverage for windstorm/named windstorm perils then windstorm/named windstorm coverage shall be provided on a separate policy in amounts approved by Lender, which approval shall not be unreasonably withheld or delayed. Windstorm/Named Windstorm deductibles in high hazard counties shall not be greater than five percent (5%), subject to commercial availability, of the total insured value of the Condominium building core and shell. Such insurance policy shall also include coverage for:

(A) Loss suffered with respect to materials, equipment, heating and air conditioning machinery, machinery, and supplies, in each case owned by Borrower or required to be insured by Borrower, whether on site, in transit, or stored offsite and with respect to temporary structures, hoists, sidewalks, retaining walls, and underground property in each case owned by Borrower or required to by insured by Borrower.

(B) Law & Ordinance coverage including coverage for Value of the Undamaged Portion, Demolition Cost, Debris Removal and Increased Cost of Construction.

(I) Demolition Cost means the cost incurred to demolish all or part of the covered real property, including the cost to clear the site, if any law or ordinance that exists at the time of loss required such demolition. Coverage is provided in such amount as is reasonably required by Lender;

(II) Value of the Undamaged Portion means the cost Borrower incurs to rebuild any undamaged part of the Condominium building core and shell, which is required by law to be demolished after a covered loss; and

(III) Increased Cost of Construction includes the increased cost Borrower incurs for materials and labor required to rebuild the damaged portion of the Condominium building core and shell and in a manner that satisfies the minimum requirement of the applicable law or ordinance at the time of the loss.

(C) At any time during which any construction work, structural alterations or repairs are being performed upon, in or about the Condominium, and if such work is excluded from the "All Risk" or "Causes of Loss Special Form" policy, Builders Risk insurance, on a non-reporting basis shall be provided naming Borrower as the insured. The policy shall also name Lender as Mortgagee under a non-contributing New York standard mortgagee clause or an equivalent endorsement reasonably satisfactory to Lender for real property and improvements and as Lender Loss Payable for Business Personal Property and Business Income/Revenue/Rental income. If the insurance required under clause (b)(i) is not obtained under an insurance policy containing blanket limits, then the insurance policy shall be endorsed to also provide guaranteed building Replacement Cost to the Condominium building core and shell, the other portions of the Improvements and such tenant improvements and betterments in an amount to be subject to the consent of Lender, which consent shall not be unreasonably withheld.

(ii) Intentionally Omitted.

(iii) If applicable, Borrower shall provide (or Borrower shall cause the Condominium Board to provide) Boiler and Machinery/Equipment Breakdown coverage with limits with respect to any one accident as may be reasonably requested by Lender, but in no event less than the full insurable value Replacement Cost of the Condominium building core and shell or as otherwise approved by Lender. Such coverage shall insure against direct and indirect loss or damage to all building improvements that the Condominium Board is required to insure pursuant to the Declaration by explosion or breakdown of mechanical and electrical equipment, including steam boiler, air conditioning equipment, pressure vessels or similar apparatus, with exclusions for testing removed, now or hereafter installed on the Condominium building. Borrower shall be a named insured/additional named insured on indirect loss/rental interruption insurance for a period of at least eighteen (18) months from the date of loss as is reasonably required by Lender.

(iv) If the "All Risk" or "Causes of Loss Special Form" commercial property insurance required under subsection (b)(i) above and the "All Risk Builders Risk" commercial property insurance and the rent loss and/or business interruption insurance and liability policies required under subsection (b)(i)(C)

and 6.1.1 (a)(i) and (iii) above do not cover perils of terrorism or acts of terrorism, the Condominium Board shall maintain commercial property insurance for loss resulting from perils and acts of terrorism (a "**Terrorism Policy**") on terms (including amounts) consistent with those required under subsections (b)(i) and (b)(i)(C) above if such coverage is commercially available. For the purposes of this Agreement, "terrorism" shall mean the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, harm or coerce a government, the civilian population or any segment therefore, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism.

(v) If applicable, insurance covering the decrease or diminution in value of the Condominium resulting from the enforcement of any law, building code, zoning regulation or other Legal Requirement or act of any Governmental Authority to the extent that the Condominium building core and shell cannot legally be restored to a condition that existed prior to the Casualty (which insurance shall be in an amount acceptable to Lender in its sole discretion), provided that such insurance is available to the Condominium Board on commercially reasonable terms.

(vi) Such other types and amounts of insurance with respect to the Condominium and the operation thereof which are customarily maintained in the case of other property and buildings similar to the Condominium in nature, use, location, height and type of construction as may from time to time be reasonably required by Lender.

(c) All insurance provided for in Sections 6.1.1(a) and (b) hereof shall be obtained under valid and enforceable policies (collectively, the "**Condominium Policies**"). Prior to the expiration dates of the Condominium Policies theretofore furnished to Lender, certificates of insurance evidencing renewal of the Condominium Policies accompanied by evidence satisfactory to Lender of payment of the Insurance Premiums due thereunder shall be delivered or caused to be delivered by Borrower to Lender.

(d) Borrower, at its sole cost and expense, if required by Lender and if such insurance is not provided by the Condominium Policies and endorsed to include the interests of Borrower (as a named insured) and Lender (as an additional insured), shall obtain and maintain at all times during the term of the Loan, or cause to be obtained and maintained, insurance policies for the Property providing at least the following liability insurance coverages:

(i) Commercial General Liability insurance including coverage for terrorism applicable to claims for personal injury and/or bodily injury including death or property damage occurring upon, in or about the Property; occurring as a result of the construction and use and occupancy of facilities located at or on the Property; or as a result of construction thereof. Coverage shall be provided on an occurrence basis pursuant to the ISO Commercial General Liability coverage form (CG 00 01) or its equivalent, and for personal and/or bodily injury or

property damage as now are or hereafter incorporated into such form and its endorsements. Such coverage shall be in amounts of not less than (A) $1,000,000 per occurrence for Bodily Injury and Property Damage Combined, (B) $1,000,000 per occurrence for Personal & Advertising Injury, (C) $2,000,000 aggregate for Products and Completed Operations Liability, (D) $100,000 for Fire Legal Liability and (E) $2,000,000 for General Aggregate limit per location. The policy shall be written on an occurrence basis with no deductible or self-insured retention unless otherwise approved by Lender. Such coverage shall name Lender as an additional insured and provide such additional insured coverage on a primary and non-contributory basis.

(ii) Commercial Automobile Liability insurance providing Bodily Injury and Property Damage coverage of no less than $1,000,000 for Combined Single Limit covering all Owned, Non-Owned and Hired vehicles. Such coverage shall name Lender as an additional insured and provide such additional insured coverage on a primary and non-contributory basis.

(iii) Commercial Umbrella/Excess Liability coverage including coverage for terrorism in combination no less than $100,000,000 per occurrence and in the annual aggregate on per location basis. Commercial Umbrella/Excess Liability Insurance shall provide additional coverage over all limits and coverages noted in paragraph (i), (ii) and Employers Liability per paragraph (iv). This limit shall be increased from time to time to reflect an amount which is customarily maintained and is generally required by institutional lenders on loans of amounts and secured by properties comparable to buildings similar to the Property in nature, use, location, height and type of construction as may from time to time be reasonably required by lender. This policy shall be written on an "occurrence" form basis and provide follow-form coverage or coverage as broad as the primary.

(iv) If Borrower ever has any direct employees, Statutory Workers Compensation and Disability insurance to the full extent as required by applicable law and Employer's Liability coverage subject to a limit of no less than (A) $1,000,000 per Accident, (B) $1,000,000 Disease per Employee and (C) $1,000,000 Disease Policy Limit. Such Workers Compensation and Disability and Employer's Liability Insurance shall cover Borrower's employees engaged in any work for or related to the Property.

(v) At any time during which any construction work, structural alterations or repairs are being performed at the Property: Borrower shall cause the general contractor performing work for or related to the Property to obtain and maintain Commercial General Liability coverage, including, without limitation, products and completed operations and containing no "X", "C", "U" (blasting, collapse or underground, respectively) exclusion, and Automobile Liability insurance for owned, hired and non-owned automobiles with no less than $100,000,000 in limits per occurrence and in the aggregate per project through primary and umbrella liability coverages. Such insurance shall name Borrower and Lender as additional insureds and provide such additional insured coverage on a primary and non-contributory basis. Borrower shall also require that all Trade Contractors performing work for or related to the Property to maintain

similar coverage with limits of no less than $3,000,000 per occurrence and in the aggregate per project. Trade Contractors' liability insurance shall include a Waiver of Subrogation in favor of Borrower and Lender and shall include Borrower and Lender as additional insureds and provide such additional insured coverage on a primary and non-contributory basis. All Persons engaged in work on the Improvements at the Property shall maintain statutory Workers Compensation and Disability insurance in force for all workers performing work for or related to the Property.

(vi) The policies described in paragraphs (d)(i), (ii) and (iii) shall cover, without limitation: elevators, escalators, Contractual Liability (covering, to the maximum extent permitted by law, Borrower's obligation to indemnify Lender as required under this Agreement), Products and Completed Operations Liability coverage.

(vii) At any time during which any construction work, structural alternations or repairs are being performed at the Property: In lieu of providing the Commercial General and Umbrella liability and Workers Compensation insurance required in paragraphs (a)(ii), (iii), (iv) and (v) above, Borrower may provide such insurance through the purchase of a Wrap up or Owner Controlled Insurance Program or Contractor Controlled Insurance Program. This program shall provide coverage for all Persons, contractors and subcontractors of every level engaged in construction operations at the Property.

(viii) Such other types and amounts of insurance with respect to the Property and the operation thereof which are customarily maintained in the case of other property and buildings similar to the Property in nature, use, location, height and type of construction as may from time to time be reasonably required by Lender.

(e) Borrower, at its sole cost and expense, if reasonably required by Lender and if such insurance is not provided by the Condominium Policies and endorsed to include the interests of Borrower (as a named insured) and Lender (as mortgagee and lender loss payee), shall obtain and maintain at all times during the term of the Loan, or cause to be obtained and maintained, insurance policies for the Property providing at least the following property insurance coverages:

(i) Insurance against loss customarily included under standard "All Risk" or "Causes of Loss Special Form" policies including but not limited to: fire, hail, windstorm/named windstorm, vandalism, and malicious mischief, and such other insurable hazards which are customarily maintained and are generally required by institutional lenders on loans of similar amounts and secured by properties comparable to, and in the general vicinity of, the Property. The amount of such insurance shall be not less than one hundred percent (100%) of the insurable replacement cost value of the Property, including Improvements. Each such insurance policy shall either contain an Agreed Amount endorsement or confirmation that coinsurance does not apply and shall cover, without limitation, all tenant improvements and betterments (except to the extent that the Tenant is required to insure the same pursuant to the applicable Lease or a unit purchase

agreement) on a replacement cost basis. Lender shall be named Mortgagee on a Standard Mortgagee Endorsement and Lender Loss Payee. If the Property is now or at any time during the Loan deemed to be located in a Special Hazard Flood Area, and/or area of high seismic/earthquake activity then flood and/or earthquake insurance will be required in amounts and with deductibles reasonably acceptable to Lender. If the "All Risk" or "Causes of Loss Special Form" policy excludes coverage for windstorm/named windstorm perils then windstorm/named windstorm coverage shall be provided on a separate policy in amounts reasonably acceptable to Lender. Windstorm/Named Windstorm deductibles in high hazard counties shall not be greater than five percent (5%), subject to commercial availability, of the total insured value of the Property. Such insurance policy shall also include coverage for:

(A) Loss suffered with respect to materials, equipment, heating and air conditioning machinery, machinery, and supplies, in each case owned by Borrower or required to be insured by Borrower, whether on site, in transit, or stored offsite and with respect to temporary structures, hoists, sidewalks, retaining walls, and underground property in each case owned by Borrower or required to by insured by Borrower.

(B) Law & Ordinance coverage including coverage for Value of the Undamaged Portion, Demolition Cost, Debris Removal and Increased Cost of Construction.

(I) Demolition Cost means the cost incurred to demolish all or part of the covered real property, including the cost to clear the site, if any law or ordinance that exists at the time of loss required such demolition. Coverage is provided in such amount as is reasonably required by Lender;

(II) Value of the Undamaged Portion means the cost Borrower incurs to rebuild any undamaged part of the Property, which is required by law to be demolished after a covered loss;

(III) Increased Cost of Construction includes the increased cost Borrower incurs for materials and labor required to rebuild the damaged portion of the Property and in a manner that satisfies the minimum requirement of the applicable law or ordinance at the time of the loss.

(C) At any time during which any construction work, structural alterations or repairs are being performed at the Property, and if such work is excluded from the "All Risk" or "Causes of Loss Special Form" policy, Builders Risk insurance, on a non-reporting basis shall be provided naming Borrower as the insured. The policy shall also name Lender as Mortgagee under a non-contributing New York standard mortgagee clause or an equivalent endorsement reasonably satisfactory to Lender for real property and improvements and as Lender Loss Payee for Business Income/Revenue/Rental income. If the insurance required under clause

(e)(i) is not obtained under an insurance policy containing blanket limits, then the insurance policy shall be endorsed to also provide guaranteed building Replacement Cost to the Improvements, the other portions of the Improvements and such tenant improvements and betterments in an amount to be subject to the consent of Lender, which consent shall not be unreasonably withheld.

(ii) Time Element coverages, including Extra Expense coverage, for indirect loss or damage by all risks covered by the insurance provided for in (i) above. Such coverage shall be equal to an amount not less than 100% of the projected gross income in an eighteen (18) month period commencing at the time of loss and shall provide an Extended Period of Indemnity Endorsement for at least six (6) months. Borrower shall be a named insured and Lender shall be named as First Lender Loss Payable as respects this coverage. All coinsurance provisions shall be waived. The amount of such Time Element coverage shall be determined prior to the Closing Date and at least once each year thereafter based on Borrower's reasonable estimate of the annual amount of estimated gross income for the succeeding eighteen (18) month period. In the event that all or any portion of the Property shall be damaged or destroyed, Borrower shall assign to Lender all claims under the policies of such insurance and all amounts payable and all net amounts, when collected by Borrower under such policies.

(iii) If applicable, Boiler and Machinery/Equipment Breakdown coverage, including coverage for indirect loss/rental interruption insurance for a period of at least eighteen (18) months from the date of loss as is reasonably required by Lender. Such coverage shall insure against direct and indirect loss or damage to all building and tenant improvements and betterments that Borrower is required to insure pursuant to this agreement by explosion or breakdown of mechanical and electrical equipment, including steam boiler, air conditioning equipment, pressure vessels or similar apparatus, with exclusions for testing removed, now or hereafter installed on the Property.

(iv) If the "All Risk" or "Causes of Loss Special Form" commercial property insurance required under subsection (e)(i) above and the "All Risk Builders Risk" commercial property insurance and the rent loss and/or business interruption insurance policies required under subsection (e)(i)(C) above do not cover perils of terrorism or acts of terrorism, Borrower shall maintain a Terrorism Policy on terms (including amounts) consistent with those required under subsections (e)(i) and (e)(i)(C) above if such coverage is commercially available. For the purposes of this Agreement, "terrorism" shall mean the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, harm or coerce a government, the civilian population or any segment therefore, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism.

(v) If applicable, insurance covering the decrease or diminution in value of the Property resulting from the enforcement of any law, building code, zoning regulation or other Legal Requirement or act of any Governmental Authority to the extent that the Property cannot legally be restored to a condition that existed prior to the Casualty (which insurance shall be in an amount acceptable to Lender in its sole discretion), provided that such insurance is available to Borrower on commercially reasonable terms.

(vi) Such other types and amounts of insurance with respect to the Property and the operation thereof which are customarily maintained in the case of other property and buildings similar to the Property in nature, use, location, height and type of construction as may from time to time be reasonably required by Lender.

(f) All insurance provided for in Section 6.1.1(d) and (e) hereof shall be obtained under valid and enforceable policies (such policies, collectively, the "**Borrower Policies**" or in the singular the "**Borrower Policy**" and together with the Condominium Policies, collectively the "**Policies**"). Prior to the expiration dates of the Borrower Policies theretofore furnished to Lender, certificates of insurance, acceptable to Lender, evidencing renewal of the Borrower Policies and accompanied by evidence satisfactory to Lender of payment of the Insurance Premiums due thereunder shall be delivered or caused to be delivered by Borrower to Lender. Copies of the Borrower Policies shall be provided to Lender upon request.

6.1.2 Ratings of Insurers. All insurance policies required pursuant to Section 6.1.1 shall:

(a) be issued by companies authorized to do business in the State where the Property is located, which companies shall each have a financial strength and claims paying ability rating of at least "A:X" from A.M. Best, provided that if such insurance is provided by a syndicate of five or more insurers, then only 60% of the members of the syndicate (or 75% if four or fewer insurers comprise the syndicate) must have the above rating with the remaining insurers having a rating not less than "BBB" from S&P or A-/VIII by A.M. Best. Notwithstanding the foregoing, Borrower shall be permitted to maintain the insurance policies required hereunder with insurance companies which do not meet the foregoing requirements (an "**Otherwise Rated Insurer**"), provided Borrower obtains a "cut through" endorsement (that is, an endorsement which permits recovery against the provider of such endorsement) reasonably approved by Lender, which approval shall not be unreasonably withheld or delayed, with respect to any Otherwise Rated Insurer from an insurance company which meets the claims paying ability ratings required above;

(b) with respect to all property insurance policies, name Lender and its successors and/or assigns as their interest may appear as mortgagee;

(c) with respect to all property insurance policies and rental loss and/or business interruption insurance policies, contain a "Standard Mortgagee Clause" and a "Lender's Loss Payable" provision, or their equivalents, naming Lender as the person to whom payments will be made as its interest shall appear;

(d) with respect to all liability policies, name Lender and its successors and/or assigns as an additional insured;

(e) contain a waiver of subrogation in favor of Lender; and

(f) contain such provisions as Lender deems reasonably necessary or desirable to protect its interest, including endorsements if not already contained in the policy language providing that neither Borrower, Lender nor any other party shall be a co-insurer under said insurance policies.

Borrower shall pay the insurance premiums as the same become due and payable and shall furnish to Lender evidence of the renewal of each of the insurance policies with receipts for the payment of the insurance premiums or other evidence of such payment reasonably satisfactory to Lender (provided, however, that Borrower shall not be required to pay such insurance premiums nor furnish such evidence of payment to Lender in the event that the amounts required to pay such insurance premiums have been deposited into the Insurance Reserve Account pursuant to Section 12.2).

6.1.3 Form of Insurance Policies; Endorsements. All insurance policies shall be in such form and with such endorsements as are reasonably satisfactory to Lender. Certificates of insurance with respect to all of the above mentioned insurance policies have been delivered to and approved by Lender and copies of all such policies shall be delivered to Lender within ten (10) days of request by Lender, provided that if Borrower is not yet in receipt of such policies Borrower shall not be obligated to deliver such policies until five (5) days after its receipt thereof. All policies (except for worker's compensation) shall name Lender as an additional insured, shall provide that all Proceeds (except Proceeds of general liability, motor vehicle liability and workers' compensation insurance) be payable to Lender as its interests may appear. All property policies shall contain: (a) a standard "non-contributory mortgagee" provision or its equivalent relating, inter alia, to recovery by Lender notwithstanding the acts or omissions of Borrower; (b) a provision providing that no policy shall be impaired or invalidated by virtue of any act, failure to act, negligence of, or violation of declarations, warranties or conditions contained in such policy by Borrower, Lender or any other named insured, additional insured or loss payee, except for the willful misconduct of Lender knowingly in violation of the conditions of such policy (a "**Lender's Loss Payable**" provision shall be deemed to satisfy the requirements of this clause (b)); and (c) a provision that such policies shall not be canceled without at least thirty (30) days' prior written notice to Lender, in each instance (or ten (10) days' notice, in case of cancellation for nonpayment of premiums). Each insurance policy shall contain a provision whereby the insurer: (i) waives any right to claim any premiums and commissions against Lender, provided that the policy need not waive the requirement that the premium be paid in order for a claim to be paid to the insured; and (ii) provides that Lender at its option, shall be permitted to make payments to effect the continuation of such policy upon notice of cancellation due to non-payment of premiums. In the event any insurance policy (except for general public and other liability and workers' compensation insurance) shall contain breach of warranty provisions, such policy shall provide that with respect to the interest of Lender, such insurance policy shall not be invalidated by and shall insure Lender regardless of (a) any act, unintentional failure to act, declarations or conditions contained in such policy by any named insured except for the willful misconduct of Lender committed knowingly in violation of the conditions of such policy, (b) the occupancy or use of the Property for purposes more hazardous

than permitted by the terms thereof, or (c) any foreclosure or other action or proceeding taken by Lender pursuant to any provision of this Agreement.

6.1.4 Policies; Certificates. Borrower shall deliver to Lender copies of the insurance policies required to be maintained pursuant this Section 6.1, provided, however, Lender shall not be deemed by reason of the custody of such insurance policies to have knowledge of the contents thereof. Borrower also shall deliver to Lender, within ten (10) days of Lender's request, a certificate of insurance evidencing the coverages set forth herein together with evidence that all insurance premiums due thereon have been paid and that such coverages are in full force and effect. Not later than three (3) Business Days prior to the expiration date of each of the insurance policies, Borrower shall deliver to Lender a certificate of insurance, evidencing renewal of coverage as required herein of all such renewal insurance policies and if Borrower fails to provide such documentation to Lender at least three (3) Business Days prior to the expiration date of such insurance policies, Lender has the right, in its sole discretion, to force place such insurance policies provided that Lender shall use commercially reasonable efforts to provide in such forced placed insurance that the applicable insurance policies will be terminable and the premiums thereunder refundable for any period of time in which such policies are not in effect. If Lender receives such certificates of insurance and insurance company issued binders subsequent to such three (3) Business Day period but prior to the expiration of the applicable insurance policies, then Lender shall not force place such insurance policies if it has not already done so. Borrower hereby agrees that Borrower shall be responsible for all costs and expenses incurred by Lender in connection with force placing insurance in accordance with this Section 6.1.4 hereof and the subsequent termination or cancellation of any such forced placed insurance policies. Prior to thirty (30) days after renewal, Borrower shall provide evidence satisfactory to Lender that the insurance policies for such renewal shall have been paid.

6.1.5 Loss Valuation; Deductibles; Co-Insurance; Insurable Interests other than Lender's; Separate Insurance. Borrower shall not take out separate insurance contributing in the event of loss with that required to be maintained pursuant to this Section 6.1. In addition, all policies shall contain coverage for tenant improvements and betterments that Borrower is required to insure pursuant to the applicable Leases. All Property insurance also shall include coverage on a Replacement Cost basis with a co-insurance waiver or Agreed Amount Endorsement. The amount of any deductible under any policy must be reasonably acceptable to Lender. Without Lender's prior written consent, Borrower shall not name any Person other than Lender, as Mortgagee, Lender Loss Payee or Loss Payee, as it pertains to the Property-related first party insurance coverages; provided, that, if blanket policies are obtained, this sentence shall not apply to property covered by such blanket policies other than the Improvements and such tenant improvements and betterments that Borrower is required to insure pursuant to applicable Leases.

6.1.6 Blanket Policies. Any blanket insurance policy shall provide the same protection as would a separate insurance policy insuring only the Property in compliance with the provisions of this Section 6.1. Lender, in its reasonable discretion, shall determine whether such blanket policies provide sufficient limits of insurance

6.1.7 Limitation on Terrorism Coverages. The Terrorism Policy shall be on terms consistent with those required under Section 6.1.1(b)(iv) and Section 6.1.1(e)(iv) above at all times during the term of the Loan, subject to the annual limit on insurance premiums therefore equal to the Terrorism Premium Limit.

6.1.8 Foreclosure. Upon written notice to and written approval from insurance carriers, in the event of foreclosure of the Mortgage or other transfer of title to the Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of Borrower in and to the policies that are not blanket policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title.

6.1.9 Captive Insurance Company.

(a) Notwithstanding anything to the contrary set forth in Section 6.1.1, the Terrorism Policy required pursuant to either Section 6.1.1(b)(iv) or Section 6.1.1(e)(iv) may be issued by a captive insurance company wholly-owned and Controlled by an Affiliate of Borrower (a "**Captive Insurance Company**"); provided that:

(i) unless Lender agrees otherwise in writing, TRIPRA shall be in full force and effect;

(ii) except with respect to the deductible permitted hereunder, those covered losses which are not reinsured by the federal government under TRIPRA and payable directly to the insured shall be reinsured by an insurance company which satisfies the requirements of Section 6.1.2;

(iii) all re-insurance agreements between such Captive Insurance Company and all such re-insurance companies providing the referenced re-insurance shall be approved by Lender, which approval shall not be unreasonably withheld or delayed, and Borrower shall use commercially reasonable efforts to cause such re-insurance agreements to provide for direct access to such re-insurers by all named insureds, loss payees and mortgagees which such insurance benefits;

(iv) such Captive Insurance Company shall not be the subject of bankruptcy or similar insolvency proceeding;

(v) such Captive Insurance Company shall be prohibited from conducting any business other than the issuance of terrorism insurance policies and any other contemplated insurance coverage approved by Lender, which approval shall not be unreasonably withheld or delayed, for properties in which Affiliates of Guarantor have an ownership interest equal to or greater than 50%.

(vi) such Captive Insurance Company shall be licensed in the State of Vermont and qualified to issue the Terrorism Policy in accordance with all Legal Requirements;

(vii) such Captive Insurance Company shall qualify for the reinsurance and other benefits afforded insurance companies under TRIPRA and shall maintain minimum reinsurance of not less than fifteen percent (15%) of the insured risk to the extent commercially available;

(viii) no Governmental Authority shall have issued any statement, opinion, finding or decree that any insurance company which is similar to such

Captive Insurance Company (i.e., an insurance owned and/or Controlled by a Person insured under an applicable insurance policy) does not qualify for such benefits;

(ix) Lender shall have received each of the following, each of which shall be acceptable to Lender:

(A) the organizational documents of such Captive Insurance Company;

(B) any regulatory agreements of such Captive Insurance Company;

(C) the application for licensing in the State of Vermont for such Captive Insurance Company;

(D) the form of the Policy to be used by such Captive Insurance Company to provide the insurance coverage described herein; and

(E) a description of the structure and amount of reserves and capitalization of such Captive Insurance Company.

(x) the Insurance Premiums payable to such Captive Insurance Company shall be based on market conditions based on the premiums that would have been charged had the coverage been included in the All Risk policy and such premiums shall be approved by the Vermont Insurance Department.

(xi) the organizational documents of such Captive Insurance Company shall not be materially amended without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed; and

(xii) except as otherwise expressly set forth in this Section 6.1.9, all such insurance provided by such Captive Insurance Company shall otherwise comply with all other terms and conditions of Section 6.1.1 and Section 6.1.2.

(b) Notwithstanding anything to the contrary set forth in Section 6.1.2 or in this Section 6.1.9, any insurance required under Section 6.1.1 may be provided by a Captive Insurance Company with the prior written consent of Lender and subject to Lender's review and approval of Policies and other documentation reasonably requested by Lender and the satisfaction of such other conditions as Lender may reasonably require.

Section 6.2 Condemnation and Insurance Proceeds.

6.2.1 Notification. Borrower shall promptly notify Lender in writing upon obtaining knowledge of (a) the institution of any proceedings relating to any Taking (whether material or immaterial) of, or (b) the occurrence of any casualty, damage or injury to, the Property or any portion thereof, the restoration of which is estimated by Borrower in good faith to cost more than the Casualty Amount. In addition, each such notice shall set forth such good faith estimate of the

cost of repairing or restoring such casualty, damage, injury or Taking in reasonable detail if the same is then available and, if not, as soon thereafter as it can reasonably be provided.

6.2.2 Proceeds. In the event of any Taking of or any casualty or other damage or injury to the Property, Borrower's right, title and interest in and to all compensation, awards, proceeds, damages, claims, insurance recoveries, causes and rights of action (whether accrued prior to or after the date hereof) and payments which Borrower may receive or to which Borrower may become entitled with respect to the Property or any part thereof other than payments received in connection with any liability or loss of rental value or business interruption insurance (collectively, "**Proceeds**"), in connection with any such Taking of, or casualty or other damage or injury to, the Property or any part thereof are, except as otherwise herein provided, hereby assigned by Borrower to Lender and shall, except as otherwise herein provided, be paid to Lender. Borrower shall, in good faith and in a commercially reasonable manner, file and prosecute the adjustment, compromise or settlement of any claim for Proceeds and, subject to Borrower's right to receive the direct payment of any Proceeds as herein provided, will cause the same to be paid directly to Lender to be held and applied in accordance with the provisions of this Agreement. Except upon the occurrence and during the continuance of an Event of Default, Borrower may settle any insurance claim with respect to Proceeds which does not exceed the Casualty Amount. Whether or not a Monetary Default or an Event of Default shall have occurred and be continuing, Lender shall have the right to approve, such approval not to be unreasonably withheld, conditioned or delayed, any settlement which would in Lender's reasonable judgment result in any Proceeds in excess of the Casualty Amount and Borrower shall deliver or cause to be delivered to Lender all instruments reasonably requested by Lender to permit such approval. Borrower shall pay all reasonable out-of-pocket costs, fees and expenses reasonably incurred by Lender (including all reasonable attorneys' fees and expenses, the reasonable fees of insurance experts and adjusters and reasonable costs incurred in any litigation or arbitration), and interest thereon at the Default Rate to the extent not paid within fifteen (15) Business Days after delivery of a request for reimbursement by Lender, accompanied by reasonable back-up documentation, in connection with the settlement of any claim for Proceeds and the seeking and obtaining of any payment on account thereof in accordance with the foregoing provisions. If any Proceeds are received by Borrower and may be retained by Borrower pursuant to this Section 6.2, such Proceeds shall, until the completion of the related Work, be held in trust for Lender and shall be segregated from other funds of Borrower to be used to pay for the cost of the Work in accordance with the terms hereof, and to the extent such Proceeds exceed the Casualty Amount, such Proceeds shall be forthwith paid directly to and held by Lender in trust for Borrower, in each case to be applied or disbursed in accordance with this Section 6.2. If an Event of Default shall have occurred and be continuing, or if Borrower fails to file any insurance claim for a period of fifteen (15) Business Days, or to prosecute same with commercially reasonable diligence following Borrower's receipt of written notice to do so from Lender, Borrower hereby irrevocably empowers Lender, in the name of Borrower as its true and lawful attorney-in-fact, to file and prosecute such claim (including settlement thereof) with counsel reasonably satisfactory to Lender and to collect and to make receipt for any such payment, all at Borrower's expense (including payment of interest at the Default Rate for any amounts advanced by Lender pursuant to this sentence and reasonable attorneys' fees and disbursements). Notwithstanding anything to the contrary set forth in this Agreement, but excluding all situations requiring prepayment of the Note, to the extent any Proceeds (either singly or when aggregated with all other then-unapplied Proceeds with respect to the Property) do not exceed the Casualty Amount, provided no Event of Default has occurred and is continuing, such Proceeds are to be paid directly to Borrower to be applied to restoration of the

Property in accordance with the terms hereof (except that Proceeds paid in respect of the insurance described in Section 6.1.1(e)(vi) shall be deposited directly to the Collection Account as revenue of the Property).

6.2.3 Lender to Take Proceeds. If (a) no Event of Default shall have occurred and be continuing, (b) no Total Loss with respect to the Property shall have occurred, (c) with respect to a Condemnation, appropriate access and egress remain, (d) the Work is capable of being completed before the date which is the earlier of (x) six (6) months prior to the Maturity Date, and (y) the expiration of Borrower's Time Element coverage referred to in Section 6.1.1(e)(ii) above, (e) the Property is capable of being restored substantially to its condition prior to such Taking or casualty and (f) Lender shall have received evidence reasonably satisfactory to Lender that upon the completion of the restoration and expiration of any extended period of indemnity pursuant to any business interruption insurance, no Trigger Period shall have occurred and be continuing (provided that Borrower shall have the right to prepay a portion of the Principal Amount or deliver Cash or a Letter of Credit to Lender to achieve a Debt Yield that equals or exceeds the Trigger Period Threshold); then in any such case, all Proceeds shall be applied to Borrower's cost of restoration in accordance with Section 6.2.4, and any Proceeds remaining after such application (including reimbursement of Lender's reasonable out-of-pocket costs and expenses actually incurred in connection with recovery of such Proceeds and their application hereunder (including, without limitation, reasonable out-of-pocket administrative costs and inspection fees and reasonable attorneys' fees and disbursements)) shall be remitted to Borrower. In the event that Lender shall not be required to apply any Proceeds to Borrower's cost of restoration, then such Proceeds may be applied by Lender to prepay the Note, in accordance with the provisions thereof, without any prepayment or Prepayment Premium or penalty or similar payment, and the balance, if any shall be paid to Borrower. If the Proceeds so applied shall be insufficient to repay the Loan in full, Borrower may repay all (but not less than all) of such balance of the Loan in full without any Prepayment Premium or penalty.

6.2.4 Borrower to Restore. (a) Promptly after the occurrence of any damage or destruction to all or any portion of the Property or a Taking of a portion of the Property, Borrower shall commence and diligently prosecute, or cause to be commenced and diligently prosecuted, to completion, subject to Excusable Delay, and delays directly caused by Lender's failure to respond within a commercially reasonable prompt time to requests for approval of plans or other requests for approvals pursuant to this Section 6.2.4 for which, in either case, a specific period of time is not specified, the repair, restoration and rebuilding of the Property (in the case of a partial Taking, to the extent it is capable of being restored) so damaged, destroyed or remaining after such Taking in full compliance with all material Legal Requirements and free and clear of any and all Liens except Permitted Encumbrances (such repair, restoration and rebuilding are sometimes collectively referred to as the "**Work**"). The plans and specifications shall require that the Work be done in a good and workmanlike manner at least substantially equivalent to the quality and character of the Property and reasonably equivalent to the value of the Property prior to the damage or destruction, so that upon completion thereof, the Property shall be at least equal in general utility and condition to the Property prior to the damage or destruction, subject to any restrictions on Borrower's ability to do so which may be imposed by any applicable Legal Requirements (provided, however, that in the case of a partial Taking, the Property restoration shall be done to the extent reasonably practicable after taking into account the consequences of such partial Taking); it being understood, however, that Borrower shall not be obligated to restore the Property to the precise condition of the Property prior to any partial Taking of, or casualty or other damage or injury to, the Property, if the Work actually performed,

if any, or failed to be performed, would not reasonably be expected to have, and does not have a Material Adverse Effect on the value of the Property from the value that the Property would have had if the same had been restored to its precise condition immediately prior to such Taking, casualty or other damage or injury. Borrower shall be obligated to restore the Property suffering a casualty or which has been subject to a partial Taking in accordance with the provisions of this Section 6.2 at Borrower's sole cost and expense whether or not the Proceeds shall be sufficient, provided that, if required pursuant to this Agreement, the Proceeds shall be made available to Borrower by Lender in accordance with this Agreement;

(a) If Proceeds are not applied toward payment of the Indebtedness pursuant to the terms hereof and Borrower has satisfied all of the conditions of Section 6.2.3, then Lender shall make the Proceeds which it is holding pursuant to the terms hereof (after payment of any reasonable out-of-pocket expenses (including reasonable attorneys' fees and disbursements) actually incurred by Lender in connection with the collection thereof plus interest thereon at the Default Rate (from the date advanced through the date of reimbursement) to the extent the same are not paid within fifteen (15) Business Days after request for reimbursement by Lender, accompanied by reasonable back-up documentation) available to Borrower for payment of or reimbursement of Borrower's expenses incurred with respect to the Work, upon the terms and subject to the conditions set forth in sub-paragraphs (i), (ii), (iii) and (iv) below and in Section 6.2.5:

(i) at the time of the requested disbursement, there shall be no continuing Event of Default;

(ii) if, at any time, the estimated cost of the Work (as estimated by the Independent Architect referred to in sub-paragraph (iv) below) shall exceed the sum of the Proceeds by more than the Threshold Amount (the amount of such excess over the Threshold Amount being a "**Deficiency**") and for so long as a Deficiency shall exist, Lender shall not be required to make any Proceeds disbursement to Borrower unless Borrower (within a reasonable period of time after receipt of such estimate), at its election, either deposits with or delivers to Lender (a) Cash or Cash Equivalents, a Letter or Letters of Credit in an amount equal to the Deficiency or (b) such other evidence of Borrower's ability to meet such excess costs as shall be reasonably satisfactory to Lender;

(iii) If the Work shall constitute an Alteration that would require Lender's consent pursuant to Section 9.2, then each of Lender and the Independent Architect shall have reasonably approved the plans and specifications for the Work and any material change orders in connection with such plans and specifications; and

(iv) Lender shall, within a reasonable period of time prior to Borrower's request for initial disbursement, be furnished with an estimate of the cost of the Work accompanied by an Independent Architect's certification as to such costs. Borrower shall restore all Improvements such that when they are fully restored and/or repaired, such Improvements and their contemplated use fully comply with all applicable Legal Requirements including zoning, environmental and building laws, codes, ordinances and regulations.

6.2.5 Disbursement of Proceeds. (a) Disbursements of the Proceeds to Borrower hereunder shall be made from time to time (but not more frequently than once in any month) by Lender but only for so long as no Monetary Default or Event of Default shall have occurred and be continuing, as the Work progresses upon receipt by Lender of (i) a Borrower's Certificate dated not more than ten (10) Business Days prior to the application for such payment, requesting such payment or reimbursement and describing the Work performed that is the subject of such request, the parties that performed such Work and the actual cost thereof, and also certifying that such Work and materials are or, upon disbursement of the payment requested to the parties entitled thereto, will be free and clear of Liens other than Permitted Encumbrances, (ii) evidence reasonably satisfactory to Lender that (A) all materials installed and work and labor performed in connection with such Work have been or, upon disbursement of the payment requested to the parties entitled thereto, will be paid for in full, and (B) there exists no notices of pendency, stop orders, mechanic's liens or notices of intention to file same (unless the same is required by State law as a condition to the payment of a contractor) or any liens or encumbrances of any nature whatsoever on the Property arising out of the Work which have not been either fully bonded to the reasonable satisfaction of Lender or discharged of record or in the alternative, fully insured to the reasonable satisfaction of Lender by the Title Company that issued the Title Policy, and (iii) an Independent Architect's certificate certifying performance of the Work together with an estimate of the cost to complete the Work. No payment made prior to the final completion of the Work, as certified by the Independent Architect, except for payment made to contractors whose Work shall have been fully completed and from which final lien waivers have been received, shall exceed ninety percent (90%) (the "**Retainage Release Threshold**") of the value of the Work performed and materials furnished and incorporated into the Improvements from time to time until such time as fifty percent (50%) of such Work has been satisfactorily completed (as certified by the Independent Architect), at which time the Retainage Release Threshold with respect to such Work shall be increased to ninety-five percent (95%), and at all times the undisbursed balance of said Proceeds together with all amounts deposited, bonded, guaranteed or otherwise provided for pursuant to Section 6.2.4(b)(ii) above, shall be at least sufficient to pay for the estimated cost of completion of the Work; final payment of all Proceeds remaining with Lender shall be made upon receipt by Lender of a certification by an Independent Architect, as to the completion of the Work substantially in accordance with the submitted plans and specifications and final lien releases, as certified pursuant to a Borrower's Certificate, and delivery of a certificate of occupancy or temporary certificate of occupancy with respect to the Work, or, if not applicable, a Borrower's Certificate to the effect that neither a certificate of occupancy or temporary certificate of occupancy is required. If Lender shall fail to disburse the Proceeds to Borrower in accordance with this Section 6.2.5(a), Borrower shall be entitled to prepay the Loan without any prepayment or Prepayment Premium or penalty or similar payment.

(a) If, after the Work is completed in accordance with the provisions hereof and Lender receives evidence that all costs of completion have been paid, there are excess Proceeds, Lender shall, provided, no Event of Default has occurred and is continuing, (i) in the event such Proceeds relate to a Taking, apply such excess Proceeds with respect to such Taking of the Property to the payment or prepayment of all or any portion of the Indebtedness secured hereby without any Prepayment Premium or penalty, and any balance thereof, shall be paid to Borrower, and (ii) in the event such Proceeds relate to a casualty to the Property, remit to Borrower such excess Proceeds with respect to such casualty to the Property.

In the event of a conflict between the terms this Section 6.2 concerning the use of Proceeds in the event of any Taking of or any casualty or other damage or injury to the Property and the terms of

the Declaration or the by-laws of the Condominium which were recorded with the Declaration, as such by-laws may be amended, restated, supplemented or otherwise modified from time to time (the "**Condominium By-Laws**") or applicable law regarding the same, the terms and provisions of the Declaration or Condominium By-Laws or applicable law shall prevail. However, if pursuant to the terms of the Declaration or Condominium By-Laws or applicable law any Proceeds are paid to Borrower, then the terms of this Section 6.2 will govern the disposition of such Proceeds. In the event of any Taking of or any casualty or other damage or injury to the Property which requires a vote of the unit owners of the Condominium to repair and restore the Improvements or the building in which the Improvements are located, Borrower shall not exercise any right it may have to vote against restoration of the Improvements without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII

IMPOSITIONS, OTHER CHARGES, LIENS AND OTHER ITEMS

Section 7.1 Borrower to Pay Impositions and Other Charges. Borrower shall pay all Impositions now or hereafter levied or assessed or imposed against the Property or any part thereof and all Other Charges prior to the imposition of any interest, charges or expenses for the non-payment thereof, except to the extent provision is made for payment thereof from the Tax Reserve Account by Lender in this Section 7.1 and Section 12.1. Borrower shall deliver to Lender annually, no later than fifteen (15) Business Days after each of the same are received, all bills for Impositions and Other Charges attributable to or affecting the Property or Borrower. Subject to Borrower's right of contest set forth in Section 7.3, and to the extent of funds available in the Tax Reserve Account, Lender, on behalf of Borrower, shall pay all Impositions and Other Charges which are attributable to or affect the Property or Borrower, prior to the date such Impositions or Other Charges shall become delinquent or late charges may be imposed thereon, directly to the applicable taxing authority with respect thereto. Lender shall pay to the taxing authority such amounts to the extent funds in the Tax Reserve Account are sufficient to pay such Impositions. Nothing contained in this Agreement or the Mortgage shall be construed to require Borrower to pay any tax, assessment, levy or charge imposed on Lender in the nature of a franchise, capital levy, estate, inheritance, succession, income or net revenue tax.

Section 7.2 No Liens. Subject to its right of contest set forth in Section 7.3, Borrower shall at all times keep, or cause to be kept, the Property free from all Liens (other than Permitted Encumbrances) and shall pay when due and payable (or bond over) all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, would result in or permit the creation of a Lien on the Property or any portion thereof and shall in any event cause the prompt, full and unconditional discharge of all Liens imposed on or against the Property or any portion thereof within sixty (60) days after receiving written notice of the filing (whether from Lender, the lienor or any other Person) thereof. Upon the occurrence and during the continuance of an Event of Default with respect to Borrower's Obligations as set forth in this Article VII, Lender may (but shall not be obligated to) make such payment or discharge such Lien, and Borrower shall reimburse Lender within ten (10) Business Days after demand, accompanied by reasonable back-up documentation, for all such advances pursuant to Section 15.12 (together with interest thereon at the Default Rate).

Section 7.3 Contest. Nothing contained herein shall be deemed to require Borrower to pay, or cause to be paid, any Imposition or Other Charges, or to satisfy any Lien, or to comply with any Legal Requirement or Insurance Requirement, so long as Borrower is in good faith, and by proper legal proceedings, where appropriate, diligently contesting the validity, amount or application thereof, provided that in each case, at the time of the commencement of any such action or proceeding, and during the pendency of such action or proceeding (a) no Event of Default shall exist and be continuing hereunder, (b) Borrower shall keep Lender informed of the status of such contest at reasonable intervals, (c) if Borrower is not providing security as provided in clause (f) below, adequate reserves with respect thereto are maintained on Borrower's books in accordance with GAAP or in the Tax Reserve Account or Insurance Reserve Account, as applicable, (d) such contest operates to suspend collection or enforcement, as the case may be, of the contested Imposition, Lien or Legal Requirement, and such contest is maintained and prosecuted continuously and with diligence, (e) in the case of any Insurance Requirement, the failure of Borrower to comply therewith shall not impair the validity of any insurance required to be maintained by Borrower under Section 6.1 or the right to full payment of any claims thereunder, and (f) in the case of Impositions and Liens which are not bonded in excess of $1,500,000.00 (the "**Contest Threshold**") individually or in the aggregate, during such contest, Borrower shall deposit with or deliver to Lender either Cash or Cash Equivalents or a Letter or Letters of Credit in an amount equal to the excess of one hundred ten percent (110%) of (i) the amount of Borrower's obligations being contested plus (ii) any additional interest, charge, or penalty arising from such contest, over the Contest Threshold, or provision reasonably satisfactory to Lender for the protection of Lender's interest in the Property is otherwise made. Notwithstanding the foregoing, the creation of any such reserves or the furnishing of other security, Borrower promptly shall comply with any contested Legal Requirement or Insurance Requirement or shall pay any contested Imposition or Lien, and compliance therewith or payment thereof shall not be deferred, if, at any time the Property or any portion thereof shall be, in Lender's reasonable judgment, in imminent danger of being forfeited or lost or Lender is likely to be subject to civil or criminal damages as a result thereof. If such action or proceeding is terminated or discontinued adversely to Borrower, Borrower shall deliver to Lender reasonable evidence of Borrower's compliance with such contested Imposition, Lien, Legal Requirements or Insurance Requirements, as the case may be.

ARTICLE VIII

TRANSFERS, INDEBTEDNESS , SUBORDINATE LIENS AND CONDOMINIUM

Section 8.1 Restrictions on Transfers. Unless such action is permitted by the provisions of this Article VIII or elsewhere in the Loan Documents, Borrower shall not permit or effect any Transfer of all or any portion of the Property or direct or indirect interest therein or any direct or indirect interest in Borrower other than (a) Permitted Transfers and (c) Permitted Encumbrances, provided that, in connection with any of the foregoing Transfers, the Property shall continue to be managed by the Manager, a Qualified Manager or a replacement manager acceptable to Lender in its sole discretion.

Section 8.2 Sale of Equipment. Borrower may Transfer or dispose of Equipment which is being replaced or which is no longer necessary in connection with the operation of the Property free from the Lien of the Mortgage, provided that such Transfer or disposal would not reasonably be expected to have, and does not have, a Material Adverse Effect and provided, further, that any new Equipment acquired by Borrower (and not so disposed of) shall be subject

to the Lien of the Mortgage. Lender shall, from time to time, upon receipt of a Borrower's Certificate requesting the same and confirming satisfaction of the conditions set forth above, execute a written instrument in form reasonably satisfactory to Lender to confirm that such Equipment which is to be, or has been, sold or disposed of is free from the Lien of the Mortgage.

Section 8.3 Immaterial Transfers and Easements, etc. Borrower may, without the consent of Lender, (a) make immaterial Transfers of portions of the Property to Governmental Authorities for dedication or public use or portions of the Property to third parties for the purpose of erecting and operating additional structures whose use is integrated with the use of the Property, and (b) grant easements, restrictions, covenants, reservations and rights-of-way in the ordinary course of business for access, water and sewer lines, telephone or other fiber optic or other data transmission lines, electric lines or other utilities or for other similar purposes, provided that no such Transfer, conveyance or encumbrance set forth in the foregoing clauses (a) or (b) shall materially impair the utility and operation of the Property or be reasonably expected to have a Material Adverse Effect. In connection with any Transfer permitted pursuant to this Section 8.3, Lender shall execute and deliver any instrument reasonably necessary or appropriate, in the case of the Transfers referred to in clause (a) above, to release the portion of the Property affected by such Taking or such Transfer from the Lien of the Mortgage or, in the case of clause (b) above, to subordinate the Lien of the Mortgage to such easements, restrictions, covenants, reservations and rights-of-way or other similar grants upon receipt by Lender of:

(i) fifteen (15) days' prior written notice thereof;

(ii) a copy of the instrument or instruments of Transfer;

(iii) a Borrower's Certificate stating (A) with respect to any Transfer, the consideration, if any, being paid for the Transfer, and (B) that such Transfer does not materially impair the utility and operation of the Property or would reasonably be expected to have or does have a Material Adverse Effect; and

(iv) reimbursement of all of Lender's reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with such Transfer.

Section 8.4 Debt. Except for Permitted Debt, Borrower shall not incur, create or assume any Debt or incur any liabilities without the consent of Lender. If Borrower, with the approval of Lender in its sole and absolute discretion, incurs Debt payable to an Affiliate of Borrower, such Debt shall be subordinate in all respects to the Indebtedness.

Section 8.5 Interest Transfers; Property Transfers.

8.5.1 Interest Transfers. Transfers of (but not a mortgage, pledge, hypothecation, encumbrance or grant of a security interest in) up to seventy five percent (75%) of direct or indirect beneficial interests in Borrower shall be permitted without Lender's consent provided: (a) Lender receives not less than thirty (30) days prior written notice thereof, (b) immediately prior to such Transfer or as a result of such Transfer, no Event of Default shall have occurred and be continuing or shall occur, (c) subsequent to such Transfer, Borrower will continue to be a Single Purpose Entity, and its organizational documents and structure insofar as the same relate to its Single Purpose Entity status shall be reasonably acceptable to Lender, (d) after giving

effect to any such Transfer, (x) ALX shall directly or indirectly own a minimum of twenty-five percent (25%) of the direct or indirect equity interests in Borrower and shall Control Borrower, (y) Vornado Realty Trust and/or Interstate Properties (or other entity Controlled by Steven Roth) shall continue to collectively own not less than twenty-five percent (25%) of the direct or indirect equity interests in ALX, and (z) if any Person (or group of related Persons) shall own a direct or indirect interest in Borrower of ten percent (10%) or greater, Lender shall, to the extent not previously obtained by Lender in respect of such Person, obtain and be satisfied with the results of background and credit searches in respect of such Person (provided, however, in the event the background searches on such Person fail to disclose any prior history of (1) bankruptcies or other insolvencies, (2) felony convictions, or (3) any violations of the rules and regulations of Patriot Act or OFAC, then such searches shall be deemed to be approved by Lender), (e) such Transfer does not result in a violation of any Legal Requirements, including, without limitation, ERISA and Prescribed Laws, and (f) with respect to Transfers (other than a ALX Transfer) of in excess of twenty-five percent (25%) of the direct or indirect interests in Borrower with respect to Borrower, the same shall not cause the proposed transferee to exceed exposure limits of Lender (provided, however, that if Lender shall determine that a Transfer to such proposed transferee would exceed the exposure limits of Lender, then Lender shall so notify Borrower within ten (10) Business Days after the proposed transferee has been identified to Lender with a request for approval set forth in a written notice that states clearly (in 14-point type or larger): "THIS IS A REQUEST FOR APPROVAL OF A TRANSFEREE. LENDER SHALL HAVE NO RIGHT TO OBJECT TO THE TRANSFEREE BASED ON THE TRANSFEREE EXCEEDING THE EXPOSURE LIMITS OF LENDER IF LENDER DOES NOT RESPOND TO THIS REQUEST WITHIN TEN (10) BUSINESS DAYS", and in the event Lender fails to so notify Borrower within such ten (10) Business Day period, Lender shall have no right to object to the proposed transferee on such basis).

Section 8.6 Deliveries to Lender. Not less than fifteen (15) days prior to the closing of any transaction which, subject to the provisions of this Article VIII, requires prior notice to Lender, Borrower shall deliver to Lender Borrower's Certificate describing the proposed transaction and stating that such transaction is permitted by this Article VIII, together with any appraisal or other documents upon which such Borrower's Certificate is based. In addition, Borrower shall provide Lender with copies of executed deeds, assignments and/or other similar closing documents within ten (10) Business Days after such closing.

Section 8.7 Leases.

8.7.1 New Leases and Lease Modifications. Except as otherwise provided in Section 8.7.2 or Section 8.7.4, Borrower shall not (a) enter into any Lease or renew or extend an existing Lease (unless required to do so by the terms of such Lease) (a "**New Lease**"), (b) consent to the assignment of any Lease (unless required to do so by the terms of such Lease) that releases the original Tenant from its obligations under the Lease, (c) modify any Lease (including, without limitation, accept a surrender of any portion of the Property subject to a Lease (unless otherwise required by law or such Lease)), allow a reduction in the term of any Lease or a reduction in the Rent payable under any Lease, change any renewal provisions of any Lease in a manner materially adverse to Borrower or Lender, materially increase the obligations of the landlord or materially decrease the obligations of any Tenant, or (d) terminate any Lease (any such action referred to in clauses (b), (c) or (d) being referred to herein as a "**Lease Modification**"), in each instance without the prior written consent of Lender (unless such Lease Modification is made pursuant to an express right of Tenant pursuant to the terms of the related

Lease), which consent shall not be unreasonably withheld, conditioned or delayed. In addition, Borrower may request Lender's approval of any material change to the Standard Form of Lease, which approval shall not be unreasonably withheld. Each request for approval and consent of a New Lease or Lease Modification or modification to the Standard Form of Lease shall contain a legend in capitalized bold letters on the top of the cover page stating: "THIS IS A REQUEST FOR CONSENT TO A **[**NEW LEASE**] [**LEASE MODIFICATION**] [**MODIFICATION OF STANDARD FORM OF LEASE**]**. LENDER'S RESPONSE IS REQUESTED WITHIN TEN (10) BUSINESS DAYS. LENDER'S FAILURE TO RESPOND WITHIN SUCH TIME PERIOD SHALL RESULT IN LENDER'S CONSENT BEING DEEMED TO HAVE BEEN GRANTED" and Borrower shall include the following documentation with such request: (a) the New Lease, Lease Modification or modified Standard Form of Lease, as applicable, and (b) all other materials reasonably necessary in order for Lender to evaluate such New Lease, Lease Modification or modified Standard Form of Lease. In the event that Lender fails to grant or withhold its approval and consent to such New Lease, Lease Modification, or modification to the Standard Form of Lease within such ten (10) Business Day period (and, in the case of a withholding of consent, stating the grounds therefor in reasonable detail), then Lender's approval and consent shall be deemed to have been granted. In addition, Borrower may, at Borrower's option, prior to delivering to Lender a draft of any such New Lease or Lease Modification for Lender's approval, first deliver to Lender for Lender's approval a term sheet setting forth the major economic and other business terms (the "**Material Business Terms**") of such proposed New Lease or Lease Modification, together with all other materials reasonably requested by Lender in order to evaluate such Material Business Terms. Each such request for approval and consent shall contain a legend in capitalized bold letters on the top of the cover page stating: "THIS IS A REQUEST FOR CONSENT TO THE MATERIAL BUSINESS TERMS FOR A **[**NEW LEASE**] [**LEASE MODIFICATION**]**. LENDER'S RESPONSE IS REQUESTED WITHIN TEN (10) BUSINESS DAYS. LENDER'S FAILURE TO RESPOND WITHIN SUCH TIME PERIOD SHALL RESULT IN LENDER'S CONSENT BEING DEEMED TO HAVE BEEN GRANTED." In the event that Lender fails to grant or withhold its approval and consent to such Material Business Terms within such ten (10) Business Day period (and, in the case of a withholding of consent, stating the grounds therefor in reasonable detail), then Lender's approval and consent shall be deemed to have been granted. Subject to the approval time periods set forth above with respect to New Leases and Lease Modifications, so long as any New Lease or Lease Modification submitted to Lender for approval and consent (a) does not contain Material Business Terms which differ in any material adverse respect from the Material Business Terms approved by Lender and (b) otherwise does not contain any lease terms which deviate materially from the terms of the Standard Form of Lease, Lender's consent to such New Lease or Lease Modification shall not be required.

8.7.2 Leasing Conditions. Subject to the terms of this Section 8.7, provided no Event of Default shall have occurred and be continuing, Borrower may enter into a New Lease or Lease Modification, without Lender's prior written consent, that satisfies each of the following conditions (as evidenced by Borrower's Certificate delivered to Lender within ten (10) Business Days after Borrower's entry into such New Lease or Lease Modification):

(a) such New Lease or Lease Modification other than a termination or surrender (to the extent it relates to a provision in the Standard Form Lease), as applicable, is written on either (i) Borrower's standard form of lease, which shall be delivered to Lender promptly following its availability to Borrower and in form and substance reasonably acceptable to Lender (the "**Standard Form of Lease**"), or substantially conforms in all material respects to

the terms thereof, with only such changes as are commercially reasonable given the then current market conditions, none of which changes shall vary (in a manner materially adverse to Lender) the subordination, attornment and non-disturbance provisions contained in the Standard Form of Lease, (ii) the standard form of lease of a national or regional retailer, (iii) the standard form of branch lease for a national or regional bank, (iv) the form of Lease which Borrower or a Borrower Related Party has entered into previously with a Tenant, or (v) a short-term specialty lease or license form having a term of one (1) year or less, which form of lease shall, with respect to the forms of lease set forth in clauses (ii), (iii) and (iv) of this Section 8.7.2(a) substantially conform in all material respects to the terms of such form, with only such changes as are commercially reasonable given the then current market conditions, none of which changes shall vary (in a manner materially adverse to Lender) the subordination, attornment and non-disturbance provisions contained in the Standard Form of Lease;

(b) with respect to a New Lease or Lease Modification, the premises demised thereunder are less than 50,000 net rentable square feet of the Property; provided, however, that for purposes of determining the net rentable square footage of the premises demised, (i) a "New Lease" with a Tenant shall include and aggregate the square footage demised pursuant to such New Lease and (A) any existing Lease with such Tenant or any Affiliate of such Tenant and (B) any Lease Modification with such Tenant or any Affiliate of such Tenant, and (ii) a "Lease Modification" with a Tenant shall include and aggregate the square footage demised pursuant to (A) the Lease being modified and any other existing Lease with such Tenant or an Affiliate of such Tenant and (B) such Lease Modification and any other Lease Modification with such Tenant or any Lease Modification with an Affiliate of such Tenant;

(c) such New Lease or, if the Lease Modification impacts the Rents payable under the modified Lease, such Lease Modification is on then prevailing market-rate rent, terms and conditions for similar leases in similar buildings in the vicinity of the Property;

(d) "fixed" or "base" rent under such New Lease or Lease Modification (to the extent rent is addressed in such Lease Modification), as applicable, is at a substantially consistent or rising level throughout the term of the lease, other than for (i) market rate "free rent" periods or (ii) tenant improvement and tenant inducements that exceed current market conditions but are amortized over a shorter time period than the entire initial term of such New Lease or Lease Modification, as applicable;

(e) such New Lease or Lease Modification to the extent "use" is addressed in such Lease Modification, as applicable, provides that the premises demised thereby cannot be used for any of the following uses: any pornographic or obscene purposes, any commercial sex establishment, any pornographic, obscene, nude or semi-nude performances, modeling or sexual conduct or any other use that has or could reasonably be expected to violate applicable Legal Requirements;

(f) such New Lease or Lease Modification, as applicable, other than Lease Modifications relating to Leases in existence on the date hereof, is on an arm's -length basis with a Tenant who is not an Affiliate of Borrower;

(g) the New Lease or Lease Modification, as applicable, shall not entitle any Tenant to receive and retain Proceeds except (i) moving and relocation expenses, (ii) those that may be awarded in condemnation proceedings because of the Taking of its trade fixtures, trade

equipment and its leasehold improvements which have not become part of the Property and (iii) such business loss as Tenant may specifically and separately establish;

(h) the New Lease or Lease Modification, as applicable, shall not cause Borrower to be in default of any "co-tenancy", or other restriction contained in any other Lease at the Property that permits any Tenant to terminate its Lease or reduce the amount of rent payable under its Lease;

(i) the New Lease or Lease Modification, as applicable, shall not contain an option in favor of Tenant to acquire all or any portion of the Property; and

(j) the New Lease or Lease Modification, as applicable, satisfies the requirements of Sections 8.7.7 and 8.7.8.

8.7.3 Delivery of New Lease or Lease Modification. Within ten (10) Business Days following the execution of any New Lease or Lease Modification, as applicable, Borrower shall deliver to Lender a copy of the executed New Lease or Lease Modification and an additional copy marked to show all changes from the Standard Form of Lease if the Standard Form of Lease was used for such New Lease or Lease Modification.

8.7.4 Lease Amendments and Terminations. (a) Borrower agrees that it shall not have the right or power, as against Lender without its consent, to cancel, abridge, amend or otherwise modify any Lease unless such modification complies with this Section 8.7. Notwithstanding anything herein to the contrary, no consent of Lender shall be required for any amendment reflecting the Tenant's unilateral exercise of a renewal or expansion or termination option set forth in its Lease as of the date hereof or a Lease or Lease Modification subsequently approved or otherwise entered into in accordance with the terms hereof and any such amendment shall not be deemed a Lease Modification for any purpose hereof.

(a) Notwithstanding anything contained herein to the contrary, Borrower shall have the right to terminate any Lease and no consent of Lender shall be required in respect of such termination, provided that (i) Borrower is simultaneously replacing such terminated Lease with a new Lease (for all or substantially all of the space which was covered by the Lease being terminated) that either (x) has been approved or deemed approved by Lender if required in accordance with this Section 8.7 or (y) otherwise meets the requirements of this Section 8.7, or (ii) the applicable Tenant is in default thereunder beyond any applicable notice and grace periods. Borrower shall deliver to Lender written notice of any termination of a Lease pursuant to the preceding sentence within five (5) Business Days following the effective date of such termination.

8.7.5 Security Deposits. All security or other deposits of Tenants of the Property shall be held in accordance with applicable Legal Requirements. Within ten (10) Business Days after written request by Lender, such request not to occur more than twice a year in the absence of an existing Event of Default, Borrower shall furnish to Lender a statement of all lease securities deposited with Borrower by the Tenants and the location and account number of the account in which such security deposits are held. Schedule 8.7.5 contains a true, correct and complete list of all security deposits and the amounts thereof, currently in Borrower's possession and the location thereof.

8.7.6 No Default Under Leases. Borrower shall (a) promptly perform and observe all of the material terms, covenants and conditions required to be performed and observed by Borrower under the Leases, (b) exercise, within fifteen (15) Business Days after a written request by Lender made not more than one (1) time in any eighteen (18) month period (provided that Lender shall not make such request any more frequently than as permitted by the applicable underlying Lease), any right to request from the Tenant under any Lease a certificate with respect to the status thereof, and (c) not collect any of the Rents more than one (1) month in advance (except that Borrower may collect such security deposits and last month's Rents as are permitted by Legal Requirements and are commercially reasonable in the prevailing market and collect other charges in accordance with the terms of each Lease).

8.7.7 Subordination. Subject to Section 8.7.9, all Lease Modifications and New Leases entered into by Borrower after the date hereof shall be subject and subordinate to this Agreement and the Mortgage (through a subordination provision contained in such Lease or otherwise) and shall provide that the Person holding any rights thereunder shall attorn to Lender or any other Person succeeding to the interests of Lender upon the exercise of its remedies hereunder or any transfer in lieu thereof on the terms set forth in this Section 8.7.

8.7.8 Attornment. Subject to Section 8.7.9, each Lease modified by a Lease Modification and each New Lease entered into by Borrower from and after the date hereof shall provide that in the event of the enforcement by Lender of any remedy under this Agreement or the Mortgage, the Tenant under such Lease shall, at the option of Lender or of any other Person succeeding to the interest of Lender as a result of such enforcement, attorn to Lender or to such Person and shall recognize Lender or such successor-in-interest as lessor under such Lease. Each such New Lease shall also provide that, upon the reasonable request by Lender or such successor-in-interest, the Tenant shall execute and deliver an instrument or instruments confirming such attornment.

8.7.9 Non-Disturbance Agreements. Lender shall enter into, and, if required by applicable law in order to provide constructive notice or if requested by any Tenant, record in the county where the Property is located, a subordination, non-disturbance and attornment agreement, in form and substance substantially similar to the form attached hereto as Exhibit D (a "**Non-Disturbance Agreement**"), with any Tenant entering into a New Lease, or a Lease Modification and whose space is not irregular in its configuration (*i.e.*, the balance of any floor is reasonably regular in shape, suitable for normal rental purposes and configured in a commercially reasonable manner to enable the demising of such space in a manner which shall not unreasonably inhibit the marketability of the leasing of such space) for which Lender's prior written consent has been obtained or deemed obtained, or for which Lender's prior written consent was not required, within ten (10) Business Days after written request therefor by Borrower. All reasonable third-party costs and expenses incurred by Lender in connection with the negotiation, preparation, execution, delivery and recordation of any Non-Disturbance Agreement, including, without limitation, reasonable attorneys' fees and disbursements, shall be paid by Borrower.

8.7.10 Certain Leasing Matters. Notwithstanding anything contrary herein and without limiting any greater rights Borrower otherwise has under this Agreement, without Lender's consent (which shall not be unreasonably withheld, delayed or conditioned), Borrower shall be permitted to (i) waive all or a portion of any Tenant's rental obligation with respect to the period (and any continuous or minimum operation or similar covenant) through and including the end of

the month preceding the Deferred Payment Date, to reduce any Tenant's rental obligation over the remaining term of such Tenant's Lease and to modify such Lease to reflect any increased future rental obligation or similar benefit to Borrower agreed to by the Tenant in connection with such waiver and modification, and (ii) apply any security deposit (whether in the form of cash, a letter of credit or otherwise) under any Lease pursuant to the terms of such Lease, provided that the proceeds thereof, net of the out-of-pocket costs of collection, shall be used or deposited pursuant to Section 3.1 hereof.

Section 8.8 Excess Development Rights. Lender and Borrower each agree that no collateral value has been or will be attributed to the Excess Development Rights. In furtherance thereof:

8.8.1 Subject to the terms of this Section 8.8 (including, without limitation, Section 8.8.4 and (e)), Lender (i) agrees that at any time from and after the date hereof, and from time to time, Borrower may, at its option, execute a declaration of zoning lot restrictions, a zoning lot development and easement agreement and/or such other documents or instruments as are necessary or desirable to transfer the Excess Development Rights (the "**Development Rights Transfer**") to another parcel (the "**Benefited Parcel**") (all of the foregoing declarations, agreements, documents or instruments, together with any of the same described or referred to below in this Section 8.8, collectively, "**Development Rights Documentation**"), (ii) consents to Borrower's execution, delivery and recordation of, and waive any right they may have to execute and deliver, any Development Rights Documentation from time to time, (iii) agrees that Lender shall execute from time to time such Development Rights Documentation approved by Lender in accordance with Section 8.8.5 as Borrower may reasonably request, (iv) releases any rights of Lender, whether now existing or hereafter arising, in and to the Excess Development Rights and (v) agrees to execute and deliver such instruments and agreements as are reasonably requested by Borrower to permit the owner of the Benefited Parcel to avail itself of any bonus development rights or other Excess Development Rights and the transfer of unused development rights from any other parcel to the Benefited Parcel, including executing and delivering and/or consenting to Borrower's execution and delivery and/or recordation of any related restrictive declaration or maintenance agreement or subway improvement and maintenance agreement. The owner of the Benefited Parcel may be a third party or an Affiliate of Borrower and any restrictions on Affiliate transactions set forth in the Loan Documents shall not apply thereto other than those set forth in this Section 8.8.

8.8.2 Borrower shall not execute or request Lender to execute any Development Rights Documentation in connection with any Development Rights Transfer that may impose upon Borrower any construction or ongoing maintenance, repair or other obligations that would have a Material Adverse Effect. To the extent Borrower is required to perform any construction or ongoing maintenance, repair or other obligations as a result of any Development Rights Transfer, Borrower shall deliver an estimate of such obligations and costs produced by Borrower's Architect, which shall be subject to Lender's review and approval, such approval not to be unreasonably withheld, delayed, or conditioned, and Borrower shall deposit with Lender cash or a Letter of Credit in the amount of the costs of such obligations, which funds or Letter of Credit shall be returned to Borrower following the completion of such obligations.

8.8.3 Lender, at no out-of-pocket cost or expense to Lender and without any liability or obligation on Lender, will cooperate in connection with any Development Rights Transfer. Lender agrees that, except for Borrower's payment of Lender's reasonable out-of-pocket costs

and expenses, no fees or other consideration shall be paid to Lender in connection with any Development Rights Transfer, the execution and delivery of any Development Rights Documentation, or confirmation of any of the foregoing, and any and all proceeds of such transfer shall be the sole property of Borrower and not subject to the Lien of the Mortgage or any other Loan Document. Borrower shall pay to Lender within ten (10) Business Days after demand from time to time, all reasonable out-of-pocket costs and expenses incurred by Lender in connection with the matters described in this Section 8.8.

8.8.4 Notwithstanding anything in this Section 8.8 to the contrary, from and after the date hereof, Borrower shall not execute and deliver any declaration of zoning lot restrictions, zoning lot development and easement agreement, or other Development Rights Documentation in connection with a Development Rights Transfer without first delivering such Development Rights Documentation to Lender and obtaining Lender's written approval thereof. As conditions to Lender's written approval pursuant to this Section 8.8.4, Borrower shall (i) provide to Lender the identity of the Benefited Parcel and owner of such Benefited Parcel (including sponsor) and (ii) if known to Borrower or discoverable through commercially reasonable inquiry or investigation, provide Lender with the intended use of the Excess Development Rights, which shall be treated as a representation by Borrower under the Loan Agreement. Any Development Rights Transfer must be a fee interest in the Excess Development Rights to another entity, as opposed to a leasehold or easement interest where Borrower retains a continued interest in the Excess Development Rights. Provided that the conditions of this Section 8.8 are satisfied, Lender's approval of any proposed Development Rights Transfer and corresponding Development Rights Documentation shall not be unreasonably withheld, delayed or conditioned (it being understood that the continuance of an Event of Default hereunder shall not be a reasonable basis for withholding such approval), however it is agreed that the occurrence of a Material Adverse Effect as a result of the proposed Development Rights Transfer shall be reasonable cause for Lender's disapproval. For the avoidance of doubt, the proceeds received from any Development Rights Transfer are not required to be delivered to Lender.

8.8.5 Lender shall execute and deliver to Borrower any instrument requested by Borrower subordinating the Lien of the Mortgage and any other Loan Document to any Development Rights Documentation approved by Lender in accordance with this Section 8.8, provided that such instrument shall be in form and substance reasonably acceptable to Lender, it being understood that any such subordination shall not result in the subordination of the Lien of the Mortgage and any other Loan Documents to any judgments or liens in favor of third parties arising under such Development Rights Documentation as a result of Borrower's or any party's failure to comply with terms of such Development Rights Documentation. Lender shall use commercially reasonable efforts to execute and deliver any Development Rights Documentation requested by Borrower that complies with the terms and conditions of this Section 8.8 within fifteen (15) Business Days after written request by Borrower and, if Lender is unable to execute any such Development Rights Documentation within such period, Lender will execute and deliver such Development Rights Documentation as soon as is reasonably practicable thereafter.

ARTICLE IX

MAINTENANCE OF PROPERTY; ALTERATIONS

Section 9.1 Maintenance of Property. Borrower (a) shall keep and maintain, or cause to be kept and maintained, the Property and every part thereof in good condition and repair in

accordance with reasonable market practice for a property of its nature, subject to ordinary wear and tear, and, subject to Excusable Delay and the provisions of this Agreement with respect to damage or destruction caused by casualty events or Takings and (b) shall not permit or commit any intentional waste, impairment, or deterioration of any portion of the Property in any material respect. Borrower further covenants to do all other acts which from the character or use of the Property may be reasonably necessary to protect the security hereof in all material respects, the specific enumerations herein not excluding the general. Borrower shall not remove or demolish any Improvement on the Property except as the same may be necessary in connection with an Alteration or a restoration in connection with a Taking or casualty, or as otherwise permitted herein or in any other Loan Document, in each case in accordance with the terms and conditions hereof.

Section 9.2 Conditions to Alteration. Lender's prior approval, which shall not be unreasonably withheld, conditioned or delayed, shall be required in connection with any alteration, improvement, demolition or removal of the Property or any portion thereof (any such alteration, improvement, demolition or removal, an "**Alteration**") that is a Material Alteration; provided that Lender's approval shall not be required with respect to (and the cost of Alterations described in either of the following clause (a) or (b) shall be excluded for purposes of determining whether the same, either alone or when aggregated with other Alterations, exceed the Threshold Amount) (a) tenant improvement work to be performed pursuant to any Lease existing as of the date hereof or any New Lease or Lease Modification entered into in accordance with this Agreement or (b) any Alteration required by applicable Legal Requirements. All Alterations must be undertaken in accordance with the applicable provisions of this Agreement and the other Loan Documents, as well as the provisions of the Leases. Any Material Alteration shall be conducted under the supervision of an Independent Architect or Borrower's Architect. In connection with any Material Alteration, Borrower shall deliver to Lender detailed plans and specifications (it being agreed that the format and information contained in any plans and specifications submitted to a Governmental Authority in connection with such Alteration shall be an acceptable format and detail with respect to Lender's approval required hereunder and cost estimates therefor, prepared by an Independent Architect or Borrower's Architect, which plans and specifications (if relating to Alterations requiring Lender's approval hereunder) shall be approved by Lender, which approval shall not be unreasonably withheld, conditioned or delayed. Such plans and specifications may be revised at any time and from time to time by an Independent Architect or Borrower's Architect provided that material revisions of such plans and specifications (if relating to Alterations requiring Lender's approval hereunder) are filed with, and approved by, Lender, which approval shall not be unreasonably withheld or delayed. All work done in connection with any Alteration shall be performed in all material respects with due diligence in a good and workmanlike manner, all materials used in connection with any Alteration shall not be less than the standard of quality of the materials currently used at the Property and all materials used shall be in accordance with all applicable material Legal Requirements and Insurance Requirements. Any request for approval of Lender pursuant to this Section 9.2 or Section 9.3 shall be delivered to Lender together with all other materials reasonably requested by Lender in order to evaluate such request and the time period specified below shall not commence until Lender has received all of such other materials. Each such request for approval shall contain a legend in capitalized bold letters on the top of the first page stating: "THIS IS A REQUEST FOR LENDER'S CONSENT. LENDER'S RESPONSE IS REQUESTED WITHIN TEN (10) BUSINESS DAYS. LENDER'S FAILURE TO RESPOND WITHIN SUCH TIME PERIOD SHALL RESULT IN LENDER'S CONSENT BEING DEEMED TO HAVE BEEN GRANTED." In the event that Lender fails to grant or withhold its

approval to such request within such ten (10) Business Day period, then Lender's approval shall be deemed to have been granted.

Section 9.3 Costs of Alteration. (a) Notwithstanding anything to the contrary contained in this Article IX (but subject to the proviso in the first sentence of Section 9.2), no Material Alteration or Alteration, the unpaid cost of which when aggregated with the unpaid cost of all other Alterations (other than Material Alterations) then being undertaken by Borrower (exclusive of Alterations being directly paid for by Tenants at the Property) exceeds the Threshold Amount, shall be performed by or on behalf of Borrower unless Borrower shall have delivered to Lender Cash or Cash Equivalents and/or a Letter of Credit as security in all cases in an amount not less than the estimated unpaid cost of (i) such Material Alteration or other Alteration, as applicable and as set forth in the Independent Architect's or Borrower's Architect's written estimate, less (ii) the Threshold Amount and less such amounts as are in the Reserve Account which relate to such work (if any), or other assurances reasonably acceptable to Lender of Borrower's ability to complete and pay for such Alterations. In addition to payment or reimbursement from time to time of Borrower's expenses incurred in connection with any Material Alteration or other Alteration, the amount of such security (if any) shall be reduced on any given date to the Independent Architect's or Borrower's Architect's written estimate of the cost to complete such Material Alteration or Alteration (including any retainages), free and clear of Liens, other than Permitted Encumbrances less the Threshold Amount and less such amounts as are in the Reserve Account which relate to such work (if any). In the event that any Material Alteration or Alteration shall be made in conjunction with any restoration with respect to which Borrower shall be entitled to withdraw Proceeds pursuant to Section 6.2, the amount of the Cash or Cash Equivalents and/or Letter of Credit to be furnished pursuant hereto (if any) need not exceed the aggregate cost of such restoration and such Material Alteration or Alteration (as estimated by the Independent Architect or Borrower's Architect), less (i) the amount of any Proceeds which Borrower may be entitled to withdraw pursuant to Section 6.2 and are held by Lender in accordance with Section 6.2 and (ii) the Threshold Amount.

(a) Disbursement of Cash or Cash Equivalents (if any) held by Lender or reduction of any Letter of Credit (if any) held by Lender for payment or reimbursement of Borrower's expenses incurred with respect to any Material Alteration or Alteration shall be upon the terms and subject to the conditions set forth in the sub-paragraphs below (but not more frequently than once in any calendar month):

(i) there shall be no continuing Event of Default or Monetary Default;

(ii) if, at any time, the estimated remaining cost of such Material Alteration or Alteration (as estimated by the Independent Architect or Borrower's Architect referred to in sub-paragraph (iii) below) which exceeds the Threshold Amount shall exceed the sum of the Cash or Cash Equivalents and/or Letter of Credit furnished pursuant hereto and such amounts as are in the Reserve Account which relate to such work (the amount of such excess, an "**Alteration Deficiency**") and for so long as an Alteration Deficiency shall exist, Lender shall not be required to make any disbursement to Borrower until Borrower, at its election, either deposits with or delivers to Lender (A) Cash or Cash Equivalents and/or a Letter or Letters of Credit in an amount equal to the Alteration Deficiency, or (B) such other evidence of Borrower's ability to meet such excess costs as shall be reasonably satisfactory to Lender;

(iii) each of Lender and the Independent Architect or Borrower's Architect shall have reasonably approved the plans and specifications for the Material Alteration and any material change orders in connection with such plans and specifications;

(iv) Lender shall, within a reasonable period of time prior to Borrower's request for disbursement, be furnished with an estimate of the remaining cost of the Material Alteration or Alteration accompanied by an Independent Architect's or Borrower's Architect's certification as to such remaining costs;

(v) Borrower shall deliver to Lender not less than five (5) days prior to the application for such payment a Borrower's Certificate requesting such payment, reimbursement or reduction and describing the portion of the Material Alteration or Alteration performed that is the subject of such request, the parties that performed such portion of the Material Alteration or Alteration and the actual cost thereof, and also certifying that such portion of the Material Alteration or Alteration and materials are or, upon disbursement of the payment requested to the parties entitled thereto, will be free and clear of Liens other than Permitted Encumbrances; and

(vi) Borrower shall also deliver to Lender evidence reasonably satisfactory to Lender that (A) all materials installed and work and labor performed in connection with such portion of the Material Alteration or Alteration have been paid for in full or will be paid for from such disbursement and (B) there exist no notices of pendency, stop orders, mechanic's liens or notices of intention to file same (unless the same is required by State law as a condition to the payment of a contract) or any liens or encumbrances of any nature whatsoever on the Property arising out of the portion of the Material Alteration or Alteration, other than Permitted Encumbrances.

(b) At any time after substantial completion of any Material Alteration or other Alteration in respect of which Cash or Cash Equivalents and/or a Letter of Credit is deposited pursuant hereto, the whole balance of any Cash or Cash Equivalents so deposited by Borrower with Lender and then remaining on deposit (together with earnings thereon) may be withdrawn by Borrower and shall be paid to Borrower, and any other Cash or Cash Equivalents and/or a Letter of Credit so deposited or delivered shall, to the extent it has not been called upon, reduced or theretofore released, be released to Borrower, within five (5) Business Days after receipt by Lender of an application for such withdrawal and/or release together with a Borrower's Certificate, and signed also (as to the following sub-paragraph (i)) by the Independent Architect or Borrower's Architect, setting forth in substance as follows:

(i) that the Material Alteration or Alteration in respect of which such Cash or Cash Equivalents and/or a Letter of Credit was deposited has been substantially completed in all material respects substantially in accordance with any plans and specifications therefor previously filed with Lender under Section 9.2 and that, if applicable, a certificate of occupancy or temporary certificate of occupancy has been issued with respect to such Material Alteration or Alteration by the relevant Governmental Authority(ies) or, if not applicable,

that neither a certificate of occupancy or temporary certificate of occupancy is required; and

(ii) that to the knowledge of the certifying Person all amounts which Borrower is or may become liable to pay in respect of such Material Alteration or Alteration through the date of the certification have been paid in full or adequately provided for or are being contested in accordance with Section 7.3 and that lien waivers have been obtained from the general contractor and major subcontractors performing such Material Alterations or Alterations subject to those amounts contested in accordance with the provisions of Section 7.3.

ARTICLE X

BOOKS AND RECORDS, FINANCIAL STATEMENTS, REPORTS AND OTHER INFORMATION

Section 10.1 Books and Records. Borrower shall keep and maintain on an annual basis proper books and records separate from any other Person (subject to the provisions of Section 5.1.4(f)) accurately reflecting the business and affairs of Borrower relating to the Property in accordance with GAAP. Lender and its authorized representatives shall have the right at reasonable times during normal business hours and upon reasonable notice in connection with the Loan, to examine such books and records at the office of Borrower or such other Person maintaining the same, and to make such copies or extracts thereof as Lender may reasonably require.

Section 10.2 Financial Statements.

10.2.1 Borrower Quarterly Reports. Not later than forty-five (45) days following the end of each fiscal quarter (commencing with the fourth quarter of 2025), Borrower shall deliver to Lender its unaudited financial statements internally prepared on an accrual basis including a balance sheet and statement of operations as of the end of such quarter and for the corresponding quarter of the previous year, a contingent liability schedule, and Borrower's calculation of the Debt Yield for such quarter and the trailing four-quarter period for such quarter and year-to-date and all background information reasonably required by Lender, including, without limitation, a statement of Net Operating Income, to substantiate Borrower's calculation of the same. Such statements for each quarter shall be accompanied by Borrower's Certificate certifying to the best of the signer's knowledge, (a) that such statements fairly represent the financial condition and results of operations of Borrower, (b) that as of the date of such Borrower's Certificate, no Default exists under this Agreement, the Note or any other Loan Document or, if so, specifying the nature and status of each such Default and the action then being taken by Borrower or proposed to be taken to remedy such Default, (c) that as of the date of each Borrower's Certificate, no litigation exists involving Borrower or the Property in which the amount involved is $1,500,000.00 (in the aggregate) or more in which all or substantially all of the potential liability is not covered by insurance, or, if so, specifying such litigation and the actions being taking in relation thereto, and (d) Borrower's calculation of the Debt Yield for such calendar quarter. Such financial statements shall contain such other information as shall be reasonably requested by Lender for purposes of any calculations to be made by Lender pursuant to the terms hereof. Additionally, from and after and during the continuance of a Monetary Default, a material non-Monetary Default or an Event of Default, Borrower shall, at Lender's request,

provide such financial statements on a monthly basis (other than the calculation of the Debt Yield, which shall be provided quarterly), within thirty (30) days following the end of each calendar month.

10.2.2 Borrower Annual Reports. Not later than one hundred twenty (120) days after the end of each fiscal year, commencing with the fiscal year ending on December 31, 2025, Borrower shall deliver to Lender unaudited financial statements covering the Property, including a balance sheet as of the end of such year, statements of operations and cash flows for the year comparative with the amounts for the previous year and a contingent liability schedule. Borrower shall also provide copies of all of its federal income tax returns (if any, recognizing that it is currently contemplated that Borrower will not file its own tax returns as it is a disregarded entity for tax purposes), within thirty (30) days after such federal income tax returns are filed (but in no event later than thirty (30) days after the date such federal income tax returns are required to be filed under applicable Legal Requirements). Such annual financial statements shall also be accompanied by a Borrower's Certificate in the form required pursuant to Section 10.2.1.

10.2.3 Leasing Reports. Not later than forty five (45) days after the end of each fiscal quarter, commencing with the fourth quarter of 2025, Borrower shall deliver to Lender a rent roll/occupancy summaries for the Property, including, without limitation, aging schedules, schedules of tenant receivables, tenant defaults and tenant sales, as applicable and available, dated as of the last month of such fiscal quarter. Such rent roll and schedule of aged receivables shall be accompanied by a Borrower's Certificate certifying that such rent roll and schedule of aged receivables are true, correct and complete in all material respects as of their respective dates. Additionally, Borrower shall provide sales performance data for all Major Leases (and each subtenant of a Tenant under a Major Lease) to the extent the terms of the existing Leases for such Major Tenants (and subtenants) provide for delivery of such sales performance data to Borrower and permit Borrower to deliver same to Lender; provided, however, with respect to any new Major Lease signed following the Amendment Effective Date, Borrower shall use commercially reasonable efforts to negotiate with such Tenant to provide such sales performance data under such Major Lease on a quarterly basis. From and after and during the continuance of a Monetary Default, a material non-monetary Default or an Event of Default, Borrower shall, at Lender's request, provide such rent roll information on a monthly basis, within thirty (30) days following the end of each calendar month.

10.2.4 Certificate of Occupancy. Any failure by Borrower to maintain a core and shell certificate of occupancy for the Property (which may be a temporary or permanent certificate of occupancy), except as a result of a casualty or condemnation (provided that Borrower otherwise complies (subject to applicable notice and cure periods) with the terms and conditions of the Loan Documents in respect of such casualty or condemnation) shall, at the election of Lender, constitute an Event of Default hereunder. As soon as available, but in any event prior to the expiration of the existing temporary certificate of occupancy, Borrower shall deliver to Lender evidence reasonably satisfactory to Lender that such certificate of occupancy has or will be renewed, together with a reasonably detailed explanation of the progress of open work items necessary to obtain a final certificate of occupancy. Failure to comply with such reporting requirement after five (5) Business Days' notice from Lender shall, at the election of Lender, constitute an Event of Default.

10.2.5 Guarantor Annual Reports. Not later than one hundred twenty (120) days after the end of each fiscal year, commencing with the fiscal year ending on December 31, 2025, Borrower shall deliver to Lender financial statements with respect to Guarantor audited by an Independent Accountant in accordance with GAAP and including a balance sheet as of the end of such year, statements of operations and cash flows for the year comparative with the amounts for the previous year and a contingent liability schedule. So long as the Guarantor is required to file a Form 10-K with the Securities and Exchange Commission, Borrower may comply with the requirements of this Section 10.2.5 by delivering to Lender a copy of the Annual Report on Form 10-K of the Guarantor for the relevant period or providing notice to Lender that the same has been filed with the Securities and Exchange Commission. No later than forty-five (45) days following the end of the second quarter and the fourth quarter of each calendar year, Guarantor shall deliver a Guarantor's Certificate certifying that Guarantor is in compliance with the Net Worth Requirement and Liquidity Requirement.

10.2.6 Annual Budget. On or before December 15 of each calendar year commencing with the year 2025, Borrower shall deliver to Lender the Annual Budget in draft form for the succeeding calendar year, and within sixty (60) days thereafter, Borrower shall deliver to Lender said Annual Budget in final form. If Borrower or Manager shall materially change or modify the Annual Budget, Borrower or Manager, as the case may be, shall promptly deliver to Lender an amended Annual Budget reflecting such change or modification. In the event that Borrower shall submit the Annual Budget to Lender for the purpose of requesting disbursements from the applicable Collateral Account during the continuance of a Trigger Period, Lender shall have the right to approve such Annual Budget which approval shall not be unreasonably withheld, delayed or conditioned, absent the existence of an Event of Default.

10.2.7 Tax Statements. Annually, if and when required pursuant to Section 7.1 hereof, Borrower shall deliver copies of the tax bills required to be delivered thereunder.

10.2.8 Other Information. Borrower shall, reasonably promptly after written request by Lender, furnish or cause to be furnished to Lender, in such manner and in such detail as may be reasonably requested by Lender, such additional information, documentation and/or evidence as may be reasonably requested with respect to the Property.

10.2.9 Updated Appraisal. The Lender reserves the right at all times during the Loan term (but no more than once in any twelve (12) month period) to procure updated Appraisals of the Property by an appraiser appointed by the Lender in its sole discretion, at its own expense; provided that Borrower shall pay the expense of such appraisal if it is required by regulation applicable to Lender and commissioned on or after the third (3rd) anniversary of the Closing Date, which expense shall be capped at $40,000 in the aggregate for all such appraisals.

ARTICLE XI

ASSIGNMENTS AND PARTICIPATIONS; COMPONENT NOTES; SECURITIZATION

Section 11.1 Assignments; Register.

11.1.1 Assignment. Without in any way limiting any rights of Lender under this Agreement or the other Loan Documents, Lender may assign to one or more Persons all or a portion of its rights and obligations under this Agreement and the Loan; provided, however, that

so long as no Event of Default shall have occurred and be continuing, Lender agrees that no portion of the rights and obligations under this Agreement and the Loan shall be assigned to an ALX Competitor without the prior consent of Borrower, which consent shall not be unreasonably withheld in the case of an ALX Competitor other than an Initial ALX Competitor (provided that such prohibition on assignment does not apply to any Person that purchases or holds any Securities pursuant to a Securitization). Upon such assignment, from and after the effective date thereof, the assignee thereunder shall be a party hereto and have the rights and obligations of Lender hereunder. The assigning Lender shall promptly notify Borrower of the consummation of any such assignment, which notification shall include the name and notice information of the assignee. Borrower will not in any event be required to incur, suffer or accept any expense or (except to a *de minimis* extent not in excess of $25,000.00 in the aggregate (including Borrower's expenses in connection with Lender selling participations pursuant to Section 11.2) and incurred within 120 days of the Closing Date) liability in connection with a Lender assignment pursuant to this Section 11.1. Notwithstanding the foregoing or anything to the contrary contained herein, for so long as BOC holds all or any portion of the Loan, then, in connection with the request for any approval or consent hereunder or under the other Loan Documents or in connection with any amendment or other modification hereof or of the other Loan Documents, Borrower shall be entitled to rely conclusively on the approval of, or execution by, BOC of the foregoing unless BOC has informed Borrower in writing that the approval of, or execution by, any other Person holding a direct interest in the Loan is also required.

11.1.2 Register. Borrower or its duly authorized agent shall maintain at one of its offices in the United States of America a copy of each assignment and assumption delivered to it and a register for the recordation of the name and address of Lender, and the commitments of, and principal amounts (and stated interest) of the Loans owing to, Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and Borrower (or its duly authorized agent) and Lender shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Borrower and Lender, at any reasonable time and from time to time upon reasonable prior notice.

Section 11.2 Participations; Register.

11.2.1 Participations. Without in any way limiting any rights of Lender or Borrower under this Agreement or the other Loan Documents, Lender may, without the consent of Borrower, sell participations to one or more Persons in or to all or a portion of its rights and obligations under this Agreement and the Loan; provided, however, that (a) Lender's obligations under this Agreement shall remain unchanged, (b) Lender shall remain solely responsible to Borrower for the performance of such obligations, (c) Lender shall remain the holder of the Note for all purposes of the Note, and (d) Borrower shall continue to deal solely and directly with Lender in connection with Lender's rights and obligations under and in respect of this Agreement and the other Loan Documents. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, Lender agrees that no participation in or to all or any portion of the rights and obligations under this Agreement and the Loan shall be sold to an ALX Competitor without the prior consent of Borrower, which consent shall not be unreasonably withheld (provided that such prohibition on the sale of participations does not apply to any Person that purchases or holds any Securities pursuant to a Securitization). Borrower will not in any event be required to incur, suffer or accept any expense (except to a *de minimis* extent not in excess of $25,000.00 in the aggregate (including Borrower's expenses in connection with Lender

assignments pursuant to Section 11.1) and incurred within 120 days of the Closing Date) or liability in connection with Lender selling participations in all or any portion of its rights and obligations under this Agreement and the Loan to any Person pursuant to this Section 11.2.

11.2.2 Participant Register. If Lender sells a participation, Lender shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that Lender shall not have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

Section 11.3 Pledge. Lender may, at any time, pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank in accordance with applicable law, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release Lender from any of its obligations hereunder or substitute any such pledgee or assignee for Lender as a party hereto.

Section 11.4 Disclosure of Information; Cooperation; Confidentiality.

11.4.1 Disclosure of Information; Confidentiality. Subject to the other provisions of this Section 11.4.1, without in any way limiting any rights of Lender or Borrower under this Agreement or the other Loan Documents, Lender may, in connection with any assignment or participation or proposed assignment or participation permitted pursuant to this Article XI, disclose to the assignee or participant or proposed assignee or participant, as the case may be, any information relating to Borrower or any of its Affiliates or to any aspect of the Loan that has been furnished to Lender by or on behalf of Borrower or any of its Affiliates. Lender and the assignee or participant or proposed assignee or participant, as the case may be, shall maintain as confidential any and all information obtained about Borrower or the Property and shall not disclose such information to any third party, except such party's consultants, lenders, and attorneys, except as otherwise required by applicable law or any Governmental Authority and except in connection with Lender's exercise of its remedies under this Agreement. This provision shall survive any termination of this Agreement.

11.4.2 Cooperation. In addition, Borrower hereby agrees to cooperate, at no cost, expense or liability to Borrower, Guarantor or any of their respective Affiliates, with Lender to syndicate, assign or participate the Loan by using commercially reasonable efforts to (a) timely provide information not in the possession of Lender regarding the Borrower, Guarantor and Property to Lender, as may be reasonably requested from time to time by Lender (provided that Borrower shall not be required to provide material non-public information regarding Guarantor),

(b) review any information regarding the Property, Borrower or Guarantor set forth in the marketing materials prepared by Lender and to be used in connection with the syndication of the Loan, (c) executing and delivering one or more substitute notes of Borrower substantially in the same form as the Note (and against surrender of the Note or lost note affidavit with indemnity from Lender in form and substance reasonably acceptable to Borrower) with appropriate insertions as to payee and principal amount, and (d) executing and delivering any amendments, modifications or supplements to this Agreement or any other Loan Document which are reasonably requested by Lender in connection with any such syndication, assignment or participation and in form and substance reasonably satisfactory to Lender; provided that such documents and/or estoppel certificates shall not increase Borrower's economic obligations under the Loan Documents or increase in any material respect Borrower's other obligations under the Loan Documents or reduce in any material respect Borrower's rights under the Loan Documents.

Section 11.5 Component Notes. Lender, without in any way limiting Lender's or Borrower's other rights hereunder, in its sole and absolute discretion, shall have the right at any time to require Borrower to execute and deliver "component" notes having varying principal amounts and economic terms (including senior and junior notes), which notes may be paid in such order of priority as may be designated by Lender; provided, however, that (a) such notes may not effectuate a mortgage/mezzanine loan structure, (b) the aggregate principal amount of such "component" notes shall equal the Principal Amount immediately prior to the creation of such "component" notes, (c) the weighted average interest rate of all such "component" notes shall on the date created and at all times thereafter equal the interest rate which was applicable to the Loan immediately prior to the creation of such "component" notes (i.e., under this clause (c) and the immediately following clause (d), the "component" notes may not effectuate a loan structure that could result in "rate creep"), (d) the debt service payments on all such "component" notes shall on the date created and at all times thereafter equal the debt service payment which was due under the Loan immediately prior to the creation of such component notes (taking into account any prepayments of the Principal Amount), (e) the other terms and provisions of each of the "component" notes shall be identical in substance and substantially similar in form to the Loan Documents, (f) the maturity date of any such component note shall be the same as the scheduled Maturity Date of the Note immediately prior to the issuance of such component notes, and (g) any prepayments in connection with a casualty or condemnation shall be applied *pro rata* in accordance with their respective principal balances to the payment of the outstanding balance of the component notes such that Borrower's economic position shall remain the same as if there had been no component notes. Borrower, at Lender's cost and expense, shall (i) cooperate with all reasonable requests of Lender in order to establish the "component" notes, and (ii) execute and deliver such documents as shall reasonably be required by Lender in connection therewith, all in form and substance reasonably satisfactory to Lender, including, without limitation, the severance of security documents if requested. In the event Borrower fails to execute and deliver such documents to Lender within five (5) Business Days following such request by Lender, Borrower hereby absolutely and irrevocably appoints Lender as its true and lawful attorney, coupled with an interest, in its name and stead to make and execute all documents necessary or desirable to effect such transactions, Borrower ratifying all that such attorney shall do by virtue thereof. Provided that Lender has complied, in all material respects, with all of Lender's obligations in this Section 11.5, it shall be an Event of Default under this Agreement, the Note, the Mortgage and the other Loan Documents if Borrower fails to comply with any of the terms, covenants or conditions of this Section 11.5 after expiration of ten (10) Business Days after notice thereof, which notice shall contain a legend in capitalized bold letters at the top of the cover page stating: "THIS IS A REQUEST FOR BORROWER TO EXECUTE

AND DELIVER "COMPONENT" NOTES. BORROWER'S FAILURE TO SO EXECUTE AND DELIVER SAME WITHIN TEN (10) BUSINESS DAYS SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THE LOAN AND SECURITY AGREEMENT EXECUTED BY BORROWER AND LENDER", together with a comparison "blackline" of the documents to be executed against the applicable document executed by Borrower on the Closing Date.

Section 11.6 Sale of Note and Securitization. At the request of Lender and, to the extent not already required to be provided by Borrower under this Agreement, Borrower shall (at no cost to Borrower) use reasonable efforts to cooperate with Lender in its reasonable efforts to satisfy the market standards which may be reasonably required in the marketplace or by the Rating Agencies in connection with the sale of the Note or participation therein as part of the first successful securitization (such sale and/or securitization, the **"Securitization"**) of rated single- or multi-class securities (the **"Securities"**) secured by or evidencing ownership interests in the Note and this Agreement, including using reasonable efforts to do (or cause to be done) the following (but Borrower shall not in any event be required to incur, suffer or accept (except to a *de minimis* extent) (a) any lesser rights or greater obligations than as currently set forth in the Loan Documents and (b) any expense or any liability.

11.6.1 Provided Information. (a) Provide, at the sole expense of the holder of the Note, reasonably requested non-confidential financial and other information (but not projections) with respect to the Property and Borrower and Manager to the extent such information is reasonably available to Borrower or Manager, (b) provide, at the sole expense of the holder of the Note, and budgets relating to the Property, to the extent prepared by Borrower or Manager, and (c) cooperate, at the sole cost of the holder of the Note, with the holder of the Note (and its representatives) in obtaining, at the sole expense of the holder of the Note, such site inspections, appraisals, market studies, environmental reviews and reports, engineering reports and other due diligence investigations of the Property, as may be reasonably requested by the holder of the Note or reasonably requested by the Rating Agencies (all information provided pursuant to this Section 11.6.1 together with all other information heretofore provided to Lender in connection with the Loan, as such may be updated, at Borrower's request, in connection with a Securitization, or hereafter provided to Lender in connection with the Loan or a Securitization, being herein collectively called the **"Provided Information"**).

11.6.2 Opinions of Counsel. Use reasonable efforts (at Lender's cost and expense and at no cost to Borrower) to cause to be rendered such customary updates or customary modifications to the Opinions of Counsel delivered at the closing of the Loan as may be reasonably requested by the holder of the Note or the Rating Agencies in connection with the Securitization (it being agreed that in no event shall Borrower be obligated to deliver an Opinion of Counsel with respect to "true sale," "no fraudulent conveyance" matters, or "10b-5" matters).

11.6.3 Modifications to Loan Documents. Without cost to Borrower, execute such amendments to this Agreement, the Mortgage and the other Loan Documents as may be reasonably requested by Lender or the Rating Agencies in order to effect the Securitization (including, without limitation, modifying the Payment Date to a date other than as originally set forth in the Note), provided, that nothing contained in this Section 11.6.3 shall result in any economic or other change, adverse in any respect, to Borrower, Guarantor or any Affiliate of any thereof, in the transaction contemplated by this Agreement or the other Loan Documents (unless Borrower is made whole by the holder of Note) or result in any operational changes that are in any respect (except to a *de minimis* extent) burdensome to the Property or Borrower.

Section 11.7 Intentionally Omitted.

Section 11.8 Securitization Financial Statements. Borrower acknowledges that all such financial information delivered by Borrower to Lender pursuant to Article X may, at Lender's option, be delivered by Lender, at Lender's sole expense, to the Rating Agencies.

Section 11.9 Securitization Indemnification.

11.9.1 Disclosure Documents. Borrower understands that certain of the Provided Information may be included in disclosure documents in connection with the Securitization, including a prospectus or private placement memorandum or a public registration statement (each, a **"Disclosure Document"**) and may also be included in filings with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the **"Securities Act"**), or the Securities and Exchange Act of 1934, as amended (the **"Exchange Act"**), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies, and service providers relating to the Securitization. In the event that the Disclosure Document is required to be revised prior to the sale of all Securities, then reasonably promptly after written request, Borrower shall (at no cost or expense to Borrower) reasonably cooperate with the holder of the Note's efforts to update the Provided Information for inclusion or summary in the Disclosure Document by providing all current information pertaining to Borrower and the Property reasonably requested by Lender (except in no event shall Borrower be required to deliver any of the financial or other information required under Article X within a time period shorter than that specified in Article X).

11.9.2 Indemnification Certificate. In connection with each of (i) a preliminary and final private placement memorandum, or (ii) a preliminary and final prospectus, as applicable, Borrower agrees to provide, at Lender's reasonable request, an indemnification certificate (at no cost or expense to Borrower):

(a) certifying that Borrower has carefully examined those portions of such memorandum or prospectus, as applicable, reasonably designated in writing by Lender for Borrower's review regarding Borrower, the Property, and/or the Provided Information and insofar as such sections or portions thereof specifically pertain to Borrower, the Property or the Provided Information (such portions, the **"Relevant Portions"**), the Relevant Portions do not (except to the extent specified by Borrower if Borrower does not agree with the statements therein), as of the date of such certificate, to Borrower's actual knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(b) indemnifying Lender and the Affiliates of Bank of China, New York Branch (collectively, **"BOC"**) that have prepared the Disclosure Document relating to the Securitization, each of its directors, each of its officers who have signed the Disclosure Document and each Person who controls BOC within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the **"BOC Group"**), and BOC, together with the BOC Group, each of their respective directors and each person who controls BOC or the BOC Group, within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act (collectively, the **"Underwriter Group"**), for any actual, verifiable, out-of-pocket losses, third-party claims, or damages arising therefrom (excluding lost profits, diminution in value and other consequential damages) or liabilities arising out of third party claims (the

"Liabilities") to which any member of the Underwriter Group is subject to the extent such Liabilities directly result from any untrue statement of any material fact contained in the Relevant Portions and in the Provided Information or directly result from the omission by Borrower to state therein a material fact required to be stated in the Relevant Portions in order to make the statements in the Relevant Portions in light of the circumstances under which they were made, not misleading (except that (1) Borrower's obligation to indemnify in respect of any information contained in the Relevant Portions or in the Provided Information that is derived in part from information provided by Borrower and in part from information provided by others unrelated to or not employed by Borrower shall be limited to any untrue statement or omission of material fact therein actually known to Borrower that results directly from an error in any information provided (or which should have been provided) by Borrower which Borrower has been given the opportunity to examine and reasonably and promptly approve, and (2) Borrower shall have no responsibility for the failure of any member of the Underwriting Group to accurately transcribe written information supplied by Borrower or to include such portions of the Provided Information).

(c) Borrower's liability under paragraphs (a) and (b) above shall be limited to Liabilities directly resulting from any such untrue statement or omission made in a Disclosure Document in reasonable reliance upon and in conformity with information furnished to Lender by, or furnished at the direction and on behalf of, Borrower in connection with the Relevant Portions or in the Provided Information, including financial statements of Borrower and operating statements with respect to the Property. This indemnity agreement will be in addition to any liability which Borrower may otherwise have under any of the Loan Documents or at law, in equity or otherwise.

(d) Promptly after receipt by an indemnified party under this Section 11.9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 11.9, notify the indemnifying party in writing of the commencement thereof, but the omission to so notify the indemnifying party will not relieve the indemnifying party from any liability which the indemnifying party may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the indemnifying party. In the event that any action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel chosen by the indemnifying party and reasonably satisfactory to such indemnified party. After notice from the indemnifying party to such indemnified party under this Section 11.9 of its assumption of such defense, the indemnifying party shall not be liable for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there are any legal defenses available to it and/or other indemnified parties that are different from or in conflict with those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel (reasonably acceptable to the indemnifying party) to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties at the expense of the indemnifying party. The indemnifying party shall not be liable for the expenses of separate counsel unless an indemnified party shall have reasonably and in good faith

concluded that there may be legal defenses available to it that are different from or in conflict with those available to another indemnified party.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 11.9 is for any reason held to be unenforceable by an indemnified party in respect of any actual, verifiable, out-of-pocket losses, claims, damages or liabilities relating to third-party claims (or action in respect thereof) referred to therein which would otherwise be indemnifiable under this Section 11.9, the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such actual, verifiable out-of-pocket losses, third party claims, damages or liabilities arising therefrom (or action in respect thereof) (but excluding damages for lost profits, diminution in value of the Property and consequential damages); provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution for Liabilities arising therefrom from any person who was not guilty of such fraudulent misrepresentation. In addition, no right of contribution may be enforced by any party who shall have committed gross negligence or willful misconduct in connection with the actions or omissions that led to such liabilities. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (1) the BOC Group's and Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (2) the opportunity to correct and prevent any statement or omission; (3) the limited responsibilities and obligations of Borrower as specified herein; and (4) any other equitable considerations appropriate in the circumstances.

Section 11.10 Retention of Servicer. Lender reserves the right, at Lender's sole cost and expense, to retain a servicer for the Loan. Lender shall promptly provide Borrower with notice of its retention of any servicer. Borrower shall pay any reasonable fees and expenses of the servicer and any reasonable third party fees and expenses, including, without limitation, reasonable attorneys' fees and disbursements, in connection with (a) a prepayment, release of the Property, assumption or modification of the Loan, in any such case as requested by Borrower, or (b) any enforcement by Lender of the Loan Documents following the occurrence and during the continuance of an Event of Default, but only to the extent Borrower owes Lender such fees in accordance with the terms of the Loan Documents (i.e., servicer cannot charge Borrower separate fees not provided for in the Loan Documents). Lender shall pay the standard monthly servicing fee of the servicer. If Borrower sends any payment, notice or other reports or documentation required hereunder or under any other Loan Document to a servicer who has been replaced with a new servicer because Borrower has not been given prior written notice of a change in the servicer, then no default or Event of Default shall occur hereunder or under any other Loan Document by reason of the fact that such payment was made or such notice or other reports or documentation was sent by Borrower to the terminated servicer.

ARTICLE XII

RESERVE ACCOUNTS

Section 12.1 Tax Reserve Account.

12.1.1 Subject to the provisions of Section 12.1.2 and Section 12.1.3, Borrower shall deposit with Lender to be held in the Tax Reserve Account on each Payment Date an amount equal to (a) one-twelfth ($1/12^{th}$) of the annual Impositions that Lender reasonably estimates,

based on the most recent tax bill for the Property, will be payable during the next ensuing twelve (12) months in order to accumulate with Lender sufficient funds to pay all such Impositions at least ten (10) days prior to the imposition of any interest, charges or expenses for the non-payment thereof, and (b) one-twelfth ($1/12^{th}$) of the annual Other Charges that Lender reasonably estimates will be payable during the next ensuing twelve (12) months (said monthly amounts in clauses (a) and (b) above hereinafter called the "**Monthly Tax Reserve Amount**," and the aggregate amount of funds held in the Tax Reserve Account from time to time being the "**Tax Reserve Amount**"). Provided no Event of Default shall have occurred and be continuing, Lender shall apply the Tax Reserve Amount, if any, to payments of Impositions and Other Charges required to be made by Borrower pursuant to Article V and Article VII and under the Mortgage, subject to Borrower's right to contest Impositions and Other Charges in accordance with Section 7.3. In making any payment relating to the Tax Reserve Account, Lender may do so according to any bill, statement or estimate procured from the appropriate public office, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. If the amount of funds in the Tax Reserve Account shall exceed the amounts due for Impositions and Other Charges pursuant to Article V and Article VII, Lender shall credit such excess against future payments to be made to the Tax Reserve Account. If at any time Lender reasonably determines that the Tax Reserve Amount is not or will not be sufficient to pay Impositions and Other Charges by the dates set forth above, Lender shall notify Borrower of such determination and Borrower shall increase its monthly payments to Lender by the amount that Lender reasonably estimates is sufficient to make up the deficiency at least ten (10) days prior to the imposition of any interest, charges or expenses for the non-payment of the Impositions and Other Charges. Upon payment of the Impositions and Other Charges, Lender shall reassess the amount necessary to be deposited in the Tax Reserve Account for the succeeding period, which calculation shall take into account any excess amounts remaining in the Tax Reserve Account.

12.1.2 Notwithstanding the foregoing, so long as no Event of Default or Trigger Period has occurred and is continuing, Borrower shall not be required to make deposits of the Monthly Tax Reserve Amount. At such time, if any, as an Event of Default or Trigger Period shall have occurred and be continuing Borrower shall, subject to the terms and provisions of Sections 12.1.3 and 12.9 hereof, thereafter commence making deposits of the Monthly Tax Reserve Amount, to the extent not otherwise transferred from the Cash Management Account pursuant to Section 3.1.7 hereof and the Cash Management Agreement. Furthermore, upon the occurrence and during the continuation of an Event of Default or Trigger Period, subject to the provisions of Sections 12.1.3 and 12.9 Borrower shall deposit into the Tax Reserve Account within ten (10) Business Days after receipt of notice from Lender an amount reasonably determined by Lender to be equal to all amounts which would have been on deposit in the Tax Reserve Account as of the occurrence of such Event of Default assuming that Borrower shall have made all deposits required to be made pursuant to Section 12.1.1 since the Closing Date had the waiver of deposits provided for above in this Section 12.1.2 not been in effect, giving due consideration to all amounts that would have been payable by a disbursement from such Tax Reserve Account since the Closing Date.

12.1.3 Notwithstanding anything to the contrary contained herein, in lieu of making monthly deposits to the Tax Reserve Account following the occurrence and during the continuation of an Event of Default or Trigger Period, Borrower shall be permitted to deliver to Lender (a) Cash in an amount equal to twelve (12) months of the Monthly Tax Reserve Amount,

or (b) a Letter of Credit in an amount equal to twelve (12) months of the Monthly Tax Reserve Amount.

Section 12.2 Insurance Reserve Account.

12.2.1 Subject to the provisions of Sections 12.2.2, 12.2.3, and 12.2.4, Borrower shall deposit with Lender (to be held in the Insurance Reserve Account) on each Payment Date an amount equal to one-twelfth ($1/12^{th}$) of the insurance premiums that Lender reasonably estimates, based on the most recent insurance bill for the Property, will be payable during the next ensuing twelve (12) months for the renewal of the coverage afforded by the insurance policies upon the expiration thereof in order to accumulate with Lender sufficient funds to pay all such insurance premiums at least thirty (30) days prior to the expiration of the policies required to be maintained by Borrower pursuant to the terms hereof (said monthly amounts hereinafter called the "**Monthly Insurance Reserve Amount**", and the aggregate amount of funds held in the Insurance Reserve Account from time to time being the "**Insurance Reserve Amount**"). Provided no Event of Default shall have occurred and be continuing, Lender shall apply the Insurance Reserve Amount, if any, to payments of insurance premiums required to be made by Borrower pursuant to Article VI and under the Mortgage. In making any payment relating to the Insurance Reserve Account, Lender may do so according to any bill, statement or estimate procured from the insurer or agent, without inquiry into the accuracy of such bill, statement or estimate or into the validity thereof. If the amount of funds in the Insurance Reserve Account shall exceed the amounts due for insurance premiums pursuant to Article VI and under the Mortgage, Lender shall credit such excess against future payments to be made to the Insurance Reserve Account. If at any time Lender reasonably determines that the Insurance Reserve Amount is not or will not be sufficient to pay insurance premiums by the dates set forth above, Lender shall notify Borrower of such determination and Borrower shall increase its monthly payments to Lender by the amount that Lender reasonably estimates is sufficient to make up the deficiency at least thirty (30) days prior to expiration of the applicable insurance policies. Upon payment of such insurance premiums, Lender shall reassess the amount necessary to be deposited in the Insurance Reserve Account for the succeeding period, which calculation shall take into account any excess amounts remaining in the Insurance Reserve Account.

12.2.2 Notwithstanding the foregoing, so long as no Event of Default or Trigger Period has occurred and is continuing, Borrower shall not be required to make deposits of the Monthly Insurance Reserve Amount. At such time, if any, as an Event of Default or Trigger Period shall have occurred and be continuing, Borrower shall, subject to the terms and provisions of Sections 12.2.3, 12.2.4 and 12.9 hereof, thereafter commence making deposits of the Monthly Insurance Reserve Amount, to the extent not otherwise transferred from the Cash Management Account pursuant to Section 3.1.7 hereof and the Cash Management Agreement. Furthermore, upon the occurrence and during the continuance of any Event of Default or Trigger Period, Borrower shall, subject to the terms and provisions of Sections 12.2.3, 12.2.4 and Section 12.9 hereof, deposit into the Insurance Reserve Account within ten (10) Business Days after receipt of notice from Lender, an amount reasonably determined by Lender to be equal to all amounts which would have been on deposit in the Insurance Reserve Account as of the occurrence of such Event of Default assuming that Borrower shall have made all deposits required to be made pursuant to Section 12.2 since the Closing Date had the waiver of deposits provided for above in this Section 12.2.2 not been in effect, giving due consideration to all amounts that would have been payable by a disbursement from such Insurance Reserve Account since the Closing Date.

12.2.3 Notwithstanding anything to the contrary contained herein, in lieu of making monthly deposits to the Insurance Reserve Account following the occurrence and during the continuance of an Event of Default or Trigger Period, Borrower shall be permitted to deliver to Lender (a) Cash in an amount equal to twelve (12) months of the Monthly Insurance Reserve Amount, or (b) a Letter of Credit in an amount equal to twelve (12) months of the Monthly Insurance Reserve Amount.

12.2.4 Notwithstanding anything herein to the contrary, to the extent that any of the insurance required to be maintained by Borrower is effected under a blanket policy, Borrower shall not be required to make deposits of the Monthly Insurance Reserve Amount or to the Insurance Reserve Account.

Section 12.3 Capital Expenditures Reserve Account.

12.3.1 Subject to the provisions of Sections 12.3.5 and 12.3.6, Borrower shall deposit with Lender, to be held in the Capital Expenditures Reserve Account, on each Payment Date an amount equal to $7,000 for annual Capital Expenditures (said monthly amounts hereinafter called the "**Monthly Capital Expenditures Reserve Amount**", and the aggregate amount of funds held in the Capital Expenditures Reserve Account from time to time, the "**Capital Expenditure Funds**").

12.3.2 Lender shall disburse to Borrower the Capital Expenditure Funds upon satisfaction by Borrower of each of the following conditions: (a) Borrower shall submit a request for payment to Lender at least ten (10) days prior to the date on which Borrower requests such payment be made and specifies the Capital Expenditures to be paid or reimbursed; (b) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall exist and remain uncured; (c) Lender shall have received a certificate from Borrower (i) stating that the items to be funded by the requested disbursement are Capital Expenditures, (ii) stating that the work to be paid for (or reimbursed to Borrower) by the requested disbursement has been performed in a good and workmanlike manner and in accordance with all applicable Legal Requirements, and (iii) stating that each Person that supplied materials or labor in connection with the Capital Expenditures to be funded by the requested disbursement has been paid in full or will be paid in full upon such disbursement, such certificate to be accompanied by lien waivers or other evidence of payment satisfactory to Lender; (d) at Lender's option, in its reasonable discretion, if the cost of any individual Capital Expenditure exceeds $500,000, a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender; (e) at Lender's option, in its reasonable discretion, if the cost of any individual Capital Expenditure exceeds $500,000, Lender shall have received a report satisfactory to Lender in its reasonable discretion from the Borrower's Architect in respect of such architect's or engineer's inspection of the work to be paid for by the requested disbursement of Capital Expenditure Funds; and (f) Lender shall have received such other evidence as Lender shall reasonably request that the work to be paid for or reimbursed by the requested disbursement has been performed and the costs therefor are paid for or will be paid upon such disbursement to Borrower. Lender shall not be required to disburse Capital Expenditure Funds more frequently than once each calendar month.

12.3.3 Nothing in this Section 12.3 shall (a) make Lender responsible for making or completing the Capital Expenditures, or (b) require Lender to expend funds in addition to the Capital Expenditure Funds to complete any Capital Expenditures.

12.3.4 Borrower shall permit Lender (including, without limitation, Lender's engineer, architect, or inspector) or third parties to enter onto the Property during normal business hours (subject to the rights of Tenants under their Leases and Borrower's usual and customary safety requirements and accompanied by a representative of Borrower) to inspect the progress of any Capital Expenditures and all materials being used in connection therewith and to examine any plans and shop drawings relating to such Capital Expenditures. Borrower shall cause any contractors and subcontractors to reasonably cooperate with Lender and Lender's representatives or such other Persons described above in connection with inspections described in this Section 12.3.4.

12.3.5 Notwithstanding the foregoing, so long as no Event of Default or Trigger Period has occurred and is continuing, Borrower shall not be required to make deposits of the Monthly Capital Expenditures Reserve Amount. At such time, if any, as an Event of Default or Trigger Period shall have occurred and is continuing, Borrower shall, subject to the terms and provisions of Sections 12.3.6 and 12.9 hereof, thereafter commence making deposits of the Monthly Capital Expenditures Reserve Amount, to the extent not otherwise transferred from the Cash Management Account pursuant to Section 3.1.7 hereof and the Cash Management Agreement.

12.3.6 Notwithstanding anything to the contrary contained herein, in lieu of making monthly deposits to the Capital Expenditures Reserve Account following the occurrence and continuation of an Event of Default, Borrower shall be permitted to deliver to Lender (a) Cash in an amount equal to twelve (12) months of the Monthly Capital Expenditures Reserve Amount, or (b) a Letter of Credit in an amount equal to twelve (12) months of the Monthly Capital Expenditures Reserve Amount.

Section 12.4 Leasing Reserve Account.

12.4.1 Subject to the provisions of Section 12.4.3 and Section 12.4.4, Borrower shall deposit with Lender to be held in the Leasing Reserve Account on each Payment Date an amount equal to $35,000 for annual leasing expenses (said monthly amounts hereinafter called the "**Monthly Tenant Leasing Reserve Amount**", and the aggregate amount of funds held in the Leasing Reserve Account from time to time, the "**Tenant Leasing Funds**").

12.4.2 Lender shall disburse to Borrower the Tenant Leasing Funds upon satisfaction by Borrower of each of the following conditions: (a) Borrower shall submit a request for payment to Lender at least ten (10) days prior to the date on which Borrower requests such payment be made and specifies the tenant improvement costs (which, as used herein, shall include tenant allowances but not any free rent period) and leasing commissions to be paid; (b) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall have occurred and be continuing; (c) to the extent required hereunder, Lender shall have approved the Lease in respect of which Borrower is obligated to pay or reimburse certain tenant improvement costs and leasing commissions; (d) Lender shall have received a budget for tenant improvement costs and a schedule of leasing commissions payments and the requested disbursement will be used to pay all or a portion of such costs and payments; (e) Lender shall have received a certificate from Borrower (i) stating that all tenant improvements at the Property

to be performed by Borrower and funded by the requested disbursement have been completed in good and workmanlike manner and in accordance with all applicable federal, state and local laws, rules and regulations or, if applicable, that the tenant allowance to be funded by the requested disbursement is due and owing under the applicable Lease, (ii) with respect to any tenant improvements performed by Borrower, stating that each Person that has supplied materials or labor in connection with the tenant improvements to be funded by the requested disbursement has been paid, or will be paid upon such disbursement, all amounts then owing to such Person and (iii) enclosing copies of appropriate lien waivers, conditional lien waivers or other evidence of payment reasonably satisfactory to Lender; provided, however, that if Borrower is not performing any tenant improvements, then Borrower shall use commercially reasonable efforts to cause the tenant to deliver the foregoing to the extent required under such Tenant's Lease; (f) with respect to any Tenant Leasing Funds to be released by Lender for tenant improvements pursuant to a Lease, at Lender's option, in its reasonable discretion, if the cost of any individual Capital Expenditure exceeds $500,000, a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender; and (g) Lender shall have received such other evidence as Lender shall reasonably request that the portion of the tenant improvements at the Property to be funded by the requested disbursement have been performed or are otherwise due and owing under the applicable Lease and are paid for or will be paid upon such disbursement to Borrower with such funds. Lender shall not be required to disburse Tenant Leasing Funds more frequently than once each calendar month.

12.4.3 Notwithstanding the foregoing, so long as no Event of Default or Trigger Period has occurred and is continuing, Borrower shall not be required to make deposits of the Monthly Tenant Leasing Reserve Amount. At such time, if any, as an Event of Default or Trigger Period shall have occurred and is continuing, Borrower shall, subject to the terms and provisions of Sections 12.4.4 and 12.9 hereof, thereafter commence making deposits of the Monthly Tenant Leasing Reserve Amount, to the extent not otherwise transferred from the Cash Management Account pursuant to the terms hereof and the Cash Management Agreement.

12.4.4 Notwithstanding anything to the contrary contained herein, in lieu of making monthly deposits to the Leasing Reserve Account (excluding any deposits required to be made pursuant to clause (vii) of Section 3.1.7 during a Major Tenant Event Trigger Period) following the occurrence and during the continuation of an Event of Default or Trigger Period, Borrower shall be permitted to deliver to Lender (a) Cash in an amount equal to twelve (12) months of the Monthly Tenant Leasing Reserve Amount, or (b) a Letter of Credit in an amount equal to twelve (12) months of the Monthly Tenant Leasing Reserve Amount.

Section 12.5 Lease Termination Fees Reserve Account.

12.5.1 In the event that Borrower receives a fee, payment or other compensation from any Tenant relating to or in exchange for the termination of such Tenant's Lease (a "**Lease Termination Fee**"), subject to Section 12.5.3, Borrower shall immediately deposit such Lease Termination Fee with Lender (to be held in an account established for such purpose (the **"Lease Termination Fee Reserve Account"**), to be utilized for tenant improvements (which, as used herein, shall include tenant allowances but not free rent periods) and leasing commissions that may be incurred with respect to the space relating to such Lease Termination Fee (a "**Termination Space**"), provided, that Borrower shall not be required to deposit any amounts received by Borrower in connection with any Specified Litigation with Lender and, notwithstanding anything to the contrary in this Agreement, Borrower shall be entitled to retain

and distribute any amounts received in connection with any Specified Litigation.. The aggregate amount of funds in the Lease Termination Fee Reserve Account from time to time are referred to herein as the "**Lease Termination Funds**." As of the Closing Date, there are currently $3,814,480.88 in Lease Termination Funds previously deposited into the Termination Fee Reserve Account by Borrower during the term of the Existing Loan in connection with the termination of a prior Lease with Century 21 Stores. Such funds are available to be disbursed to Borrower subject to the terms of this Section 12.5.

12.5.2 Lender shall disburse to Borrower the Lease Termination Funds upon satisfaction by Borrower of each of the following conditions: (a) Borrower shall submit a request for payment to Lender at least ten (10) days prior to the date on which Borrower requests such payment be made and specifies the tenant improvement costs and leasing commissions to be paid for the Termination Space; (b) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall exist and remain uncured; (c) to the extent required hereunder, Lender shall have approved the Lease or Leases for such Termination Space (collectively, the "**Replacement Lease**") in respect of which Borrower is obligated to pay or reimburse certain tenant improvement costs and leasing commissions; (d) with respect to any Lease Termination Funds to be released by Lender for tenant improvements or leasing commissions pursuant to a Replacement Lease, Lender shall have received a budget for tenant improvement costs and a schedule of leasing commissions payments and the requested disbursement will be used to pay all or a portion of such costs and payments; (e) with respect to any Lease Termination Funds to be released by Lender for tenant improvements pursuant to a Replacement Lease, Lender shall have received a certificate from Borrower (i) stating that all tenant improvements at the Property to be performed by Borrower and funded by the requested disbursement have been completed in good and workmanlike manner and in accordance with all applicable federal, state and local laws, rules and regulations or, if applicable, that the tenant allowance to be funded by the requested disbursement is due and owing under the Replacement Lease, (ii) with respect to any tenant improvements performed by Borrower, stating that each Person that supplied materials or labor in connection with the tenant improvements to be funded by the requested disbursement has been paid, or will be paid upon such disbursement, all amounts then owing to such Person and (iii) enclosing copies of appropriate lien waivers, conditional lien waivers or other evidence of payment reasonably satisfactory to Lender; provided, however, that if Borrower is not performing any tenant improvements, then Borrower shall use commercially reasonable efforts to cause the tenant to deliver the foregoing to the extent required under such tenant's lease; (e) with respect to any Lease Termination Funds to be released by Lender for tenant improvements pursuant to a Replacement Lease, at Lender's option, in its reasonable discretion, if the cost of any individual Capital Expenditure exceeds $500,000, a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender; and (f) with respect to any Lease Termination Rollover Funds to be released by Lender for tenant improvements pursuant to a Replacement Lease, Lender shall have received such other evidence as Lender shall reasonably request that the tenant improvements at the Property to be funded by the requested disbursement have been completed and are paid for or will be paid upon such disbursement to Borrower. Lender shall not be required to disburse Lease Termination Funds more frequently than once each calendar month.

12.5.3 Notwithstanding the foregoing, upon receipt by Lender of evidence that, with respect to any new Replacement Lease, all tenant improvements required to be completed by Borrower pursuant to the Replacement Lease, if any, have been completed and all leasing

commissions required to be paid by Borrower with respect to the Replacement Lease, if any, have been paid, and provided that substantially all of the Termination Space has been re-let pursuant to such Replacement Lease and any other Replacement Lease(s) and no Event of Default then exists, Lender shall disburse to Borrower the Lease Termination Funds on deposit with respect to such Termination Space.

Section 12.6 Trigger Period Cure Account.

12.6.1 Borrower shall be permitted to avoid the commencement or prevent the continuance of a Debt Yield Trigger Period by (i) prepaying a portion of the Principal Amount or (ii) depositing with Lender, as additional Collateral for the Loan, cash or a Letter of Credit in an amount that, when subtracted from the Principal Amount for the purpose of calculating Debt Yield, each which would result in a Debt Yield that equals or exceeds the Trigger Period Threshold. Amounts so deposited with Lender in cash shall be held in an Eligible Account (which may be a book-entry subaccount) established by Lender for the purpose of holding such amounts (the "**Trigger Period Cure Account**").

12.6.2 Provided that no other Trigger Period is then continuing, following written request from Borrower, Lender shall release to the Borrower's Account all amounts contained in the Trigger Period Cure Account upon the conclusion of any two consecutive fiscal quarters for each of which Debt Yield is equal to or greater than the Trigger Period Threshold without reducing the Principal Amount by the amount contained in the Trigger Period Cure Account or the amount of any Letter of Credit for purposes of calculating Debt Yield.

12.6.3 Lender shall be entitled to draw on any cash or Letters of Credit delivered pursuant to Section 12.6.1, and hold the proceeds of such draws as additional Collateral, immediately and without notice, (i) upon the occurrence and during the continuance of an Event of Default, (ii) if Borrower shall not have delivered to Lender, no less than thirty (30) days prior to the termination of any Letter of Credit, a replacement Letter of Credit or (iii) if Borrower shall not have delivered to Lender, within ten (10) Business Days after the issuer of such Letter of Credit ceases to be an Eligible Institution, a replacement Letter of Credit satisfactory to Lender.

12.6.4 Notwithstanding anything to the foregoing herein, if a Debt Yield Trigger Cure results that would not otherwise exist but for the deduction of funds in the Cash Management Account from the Principal Amount in calculating the Debt Yield and no other Trigger Period exists, then the Cash in the Excess Cash Flow Reserve Account shall be, at the election of the Borrower, (a) applied to the Principal Amount pursuant to clause (i) of Section 12.6.1 or (b) transferred to the Trigger Period Cure Account in accordance with clause (ii) of Section 12.6.1.

Section 12.7 Reserve Accounts, Generally.

12.7.1 Borrower grants to Lender a first-priority perfected security interest in each of the Reserve Accounts and any and all monies now or hereafter deposited therein as additional security for payment of the Indebtedness. Until expended or applied in accordance herewith, the Reserve Accounts shall constitute additional security for the Indebtedness. Upon the occurrence and during the continuance of an Event of Default, Lender may, in addition to any and all other rights and remedies available to Lender, apply any sums then present in any or all of the Reserve Accounts to the payment of the Indebtedness in any order in its sole discretion. The Reserve Accounts shall not constitute trust funds but may not be commingled with other monies held by

Lender. The Reserve Accounts shall be held in an Eligible Account in Permitted Investments in accordance with the terms and provisions of this Agreement and the Cash Management Agreement. All interest on funds in a Reserve Account shall be added to and become a part thereof. Borrower shall be responsible for payment of any federal, state or local income or other tax applicable to the interest earned on the Reserve Accounts credited or paid to Borrower. Borrower shall not, without obtaining the prior written consent of Lender, further pledge, assign or grant any security interest in a Reserve Account or the monies deposited therein or permit any lien or encumbrance to attach thereto, or any levy to be made thereon, or any UCC-1 Financing Statements, except those naming Lender as the secured party, to be filed with respect thereto. Lender shall not be liable for any loss sustained on the investment of any funds constituting the Reserve Accounts except for losses sustained solely as a result of Lender's gross negligence or willful misconduct. Borrower shall indemnify Lender and hold Lender harmless from and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations and costs and expenses (including litigation costs and reasonable attorneys' fees and disbursements) arising from or in any way connected with the Reserve Accounts or the performance of the obligations for which the Reserve Accounts were established except for Lender's gross negligence or willful misconduct.

Section 12.8 Excess Cash Flow Reserve Account. Provided that no Event of Default is then continuing, (x) funds in the Excess Cash Flow Reserve Account shall be made available to Borrower to fund Impositions, Insurance Premiums, Debt Service, Operating Expenses, Capital Expenditures, extraordinary expenses approved by Lender (which approval shall not be unreasonably withheld, conditioned or delayed), and tenant improvements and leasing commissions in connection with Leases existing as of the date hereof or hereafter entered into in accordance with the terms hereof and (y) Lender shall release all funds then on deposit in the Excess Cash Flow Reserve Account to the Borrower's Account on the first Payment Date after Borrower delivers to Lender evidence reasonably satisfactory to Lender establishing that no Trigger Period is then continuing. Such a release shall not preclude the subsequent commencement of a Trigger Period and the deposit of amounts into the Excess Cash Flow Reserve Account as set forth in Section 3.1.7(vii).

Section 12.9 Letters of Credit.

12.9.1 Delivery of Letters of Credit. (a) In lieu of making all or any portion of the required payments to the Reserve Accounts, Borrower may deliver to Lender in addition to, or instead of, the cash deposits, a Letter of Credit with respect to all or any portion of the amount due under the Reserve Accounts, in accordance with the provisions of this Section 12.9. Additionally, Borrower may deliver to Lender a Letter of Credit in accordance with the provisions of this Section 12.9 in exchange for the return to Borrower of all or any portion of deposits previously made to the Reserve Accounts. Upon such delivery of such Letter of Credit in accordance with the provisions of this Section 12.9, Lender shall promptly return to Borrower such deposits previously made which are not covered by the Letter of Credit. The aggregate amount of any Letter of Credit and/or cash on deposit with respect to the Reserve Accounts shall at all times be at least equal to the aggregate amount which Borrower is required to have on deposit in such Reserve Accounts pursuant to this Agreement or as otherwise specified herein.

(a) Borrower shall give Lender no less than ten (10) days' notice of Borrower's election to deliver a Letter of Credit and Borrower shall pay to Lender all of Lender's reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and

disbursements) in connection therewith. Borrower shall not be entitled to draw upon any such Letter of Credit. Upon ten (10) days' notice to Lender, Borrower may replace a Letter of Credit with a cash deposit to any of the Reserve Accounts. Prior to the return of a Letter of Credit, Borrower shall deposit an amount equal to the amount that would have accumulated in the applicable Reserve Account and not been disbursed in accordance with this Agreement if such Letter of Credit had not been delivered.

12.9.2 Security for Indebtedness. Each Letter of Credit delivered under this Agreement shall be additional security for the payment of the Indebtedness. Upon the occurrence of an Event of Default, Lender shall have the right, at its option, to draw upon any Letter of Credit and to apply all or any part thereof to the payment of the items for which such Letter of Credit was established or to apply each such Letter of Credit to payment of the Indebtedness in such order, proportion or priority as Lender may determine.

12.9.3 Additional Rights of Lender. In addition to any other right Lender may have to draw upon a Letter of Credit pursuant to the terms and conditions of this Agreement, Lender shall have the additional right to draw upon any Letter of Credit in full: (a) with respect to any evergreen Letter of Credit, if Lender has received a notice from the issuing bank that the Letter of Credit will not be renewed and a substitute Letter of Credit is not provided at least thirty (30) days prior to the date on which the outstanding Letter of Credit is scheduled to expire; (b) with respect to any Letter of Credit with a stated expiration date, if Lender has not received a notice from the issuing bank that it has renewed the Letter of Credit at least thirty (30) days prior to the date on which such Letter of Credit is scheduled to expire and a substitute Letter of Credit is not provided at least thirty (30) days prior to the date on which the outstanding Letter of Credit is scheduled to expire; (c) upon receipt of notice from the issuing bank that the Letter of Credit will be terminated (except if the termination of such Letter of Credit is permitted pursuant to the terms and conditions of this Agreement or a substitute Letter of Credit is provided); or (d) if Lender has received notice that the bank issuing the Letter of Credit shall cease to be an Eligible Institution and a substitute Letter of Credit is not provided at least fifteen (15) days from the date Lender receives such notice. In the event Lender draws on the Letter of Credit pursuant to the foregoing provisions, such funds shall be deposited into the applicable Reserve Accounts. Notwithstanding anything to the contrary contained in the above, Lender is not obligated to draw upon any Letter of Credit upon the happening of an event specified in clauses (a), (b) , (c) or (d) above and shall not be liable for any losses sustained by Borrower due to the insolvency of the bank issuing the Letter of Credit if Lender has not drawn upon the Letter of Credit.

ARTICLE XIII

DEFAULTS

Section 13.1 Event of Default. (a) Each of the following events shall constitute an event of default hereunder (an "**Event of Default**"):

(i) if (A) the Indebtedness is not paid in full on the Maturity Date, (B) any regularly scheduled monthly payment of interest and/or principal due under the Note is not paid in full on the applicable Payment Date, with such failure continuing for two (2) Business Days after Lender delivers written notice thereof to Borrower, (C) any deposit by Borrower to the Collection Account is not made within two (2) Business Days following the required deposit date therefor,

or (D) except as to any amount included in (A), (B), and/or (C) of this sub-paragraph (i), any other amount payable pursuant to this Agreement, the Note or any other Loan Document is not paid in full when due and payable in accordance with the provisions of the applicable Loan Document, with such failure continuing for ten (10) Business Days after Lender delivers written notice thereof to Borrower;

(ii) subject to Borrower's right to contest as set forth in Section 7.3, if any of the Impositions or Other Charges are not paid prior to the imposition of any interest, penalty, charge or expense for the non-payment thereof (except to the extent Lender is obligated to disburse funds from the Tax Reserve Account to pay for such Impositions or Other Charges under this Agreement, Lender has sufficient funds in such Tax Reserve Account to make such payment and Lender fails to make such payment);

(iii) (A) if the insurance policies required by Section 6.1 are not kept in full force and effect (except to the extent Lender is obligated to disburse funds from the Insurance Reserve Account to pay for such insurance policies under this Agreement, Lender has sufficient funds in such Insurance Reserve Account to make such payment and Lender fails to make such payment), or (B) if certificates of insurance and insurance company-issued binders are not delivered to Lender prior to the expiration date of the then current insurance policies and/or if any insurance policy expires and a renewal policy has not been obtained prior to such expiration;

(iv) if, except as permitted pursuant to Article VIII, (A) any Transfer of any direct or indirect legal, beneficial or equitable interest in all or any portion of the Property occurs, (B) any Transfer of any direct or indirect legal, beneficial or equitable interest in Borrower occurs, (C) any Lien on all or any portion of the Property occurs other than a Permitted Encumbrance, or (D) any pledge, hypothecation, creation of a security interest in or other encumbrance of any direct or indirect legal, beneficial or equitable interests in Borrower occurs other than a Permitted Encumbrance;

(v) if (A) any representation or warranty made by Borrower herein or by Borrower or Guarantor in any other Loan Document or financial statement furnished to Lender shall have been false or misleading in any material respect as of the date the representation or warranty was made, or (B) any representation or warranty made by Borrower or Guarantor in any report, certificate or other instrument, agreement or document furnished to Lender, shall have been false or misleading in any material respect as of the date the representation or warranty was made; provided, however, with respect to any such breach in clause (A) or (B) which is not the subject of any other subsection of this Section 13.1(a) and which is capable of being cured, Borrower fails to remedy such condition within ten (10) days following notice to Borrower from Lender, in the case of any such breach which can be cured by the payment of a sum of money, or within thirty (30) days following notice from Lender in the case of any other such breach; provided, however, that if such non-monetary breach is susceptible of cure but cannot reasonably be cured within such thirty (30) day period and

provided further that Borrower shall have commenced to cure such breach within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Borrower in the exercise of due diligence to cure such breach, such additional period not to exceed ninety (90) days plus time permitted for Excusable Delays;

(vi) if Borrower or Guarantor shall make a general assignment for the benefit of creditors;

(vii) if a receiver, liquidator or trustee shall be appointed for Borrower or Guarantor, or if Borrower or Guarantor shall be adjudicated as bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Borrower or Guarantor, or if any proceeding for the dissolution or liquidation of Borrower or Guarantor shall be instituted; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by Borrower or Guarantor, upon the same not being discharged, stayed or dismissed within one hundred twenty (120) days;

(viii) if Borrower attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

(ix) with respect to any term, covenant or provision set forth herein or in any of the other Loan Documents (other than the other subsections of this Section 13.1) which specifically contains a notice requirement or grace period and provides that failure to comply on or before the expiration of such period shall be an Event of Default hereunder, if Borrower or Guarantor shall be in default under such term, covenant or condition after the giving of such notice or the expiration of such grace period;

(x) if Borrower fails to comply with the covenants as to Prescribed Laws set forth in Section 5.1.2 and/or violates the covenants with respect to the Patriot Act set forth in Section 5.2.17;

(xi) if Borrower shall fail to comply in all material respects with any covenants set forth in Section 5.2.19;

(xii) except as provided in sub-paragraphs (x), (xi) or (xvi), if Borrower shall fail to comply with any covenants set forth in Article V or Article X with such failure continuing for ten (10) Business Days after Lender delivers written notice thereof to Borrower;

(xiii) if Borrower shall fail to comply with any covenants set forth in Section 5.1 or Section 5.2 of the Mortgage with such failure continuing for ten (10) Business Days after Lender delivers written notice thereof to Borrower;

(xiv) subject to the occurrence of a casualty, (A) the neglect, failure or refusal of Borrower to keep in full force and effect any material permit, license, consent or approval required for the operation of the Improvements that is not fully reinstated within thirty (30) days after Lender gives Borrower notice of the lapse of effectiveness of such material permit, license, consent or approval or (B) the curtailment in availability to the Property of utilities or other public services necessary for the full occupancy and utilization of the Improvements that is not restored to full availability within thirty (30) days after Lender gives Borrower notice of such curtailment of availability; provided, however, that if Borrower shall have commenced to cure any Default described in subsection (A) or (B) above within such thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Borrower in the exercise of due diligence to cure such Default, such additional period not to exceed ninety (90) days;

(xv) if this Agreement, the Guaranty or any other Loan Document or any Lien granted hereunder or thereunder, in whole or in part, shall terminate or shall cease to be effective or shall cease to be a legally valid, binding and enforceable obligation of Borrower or Guarantor, as applicable, subject to any exceptions as to enforceability provided in Section 4.1.19, or any Lien securing the Indebtedness shall, in whole or in part, cease to be a perfected priority Lien, subject to the Permitted Encumbrances (except in any of the foregoing cases in accordance with the terms hereof or under any other Loan Document or by reason of any affirmative act of Lender);

(xvi) the Management Agreement is terminated and a Qualified Manager or replacement manager is not appointed pursuant to the provisions of Section 5.2.14 within sixty (60) days after such termination;

(xvii) except as expressly permitted pursuant to the Loan Documents, if Borrower or any other Person grants any easement, covenant or restriction (other than the Permitted Encumbrances) over the Property;

(xviii) if Borrower shall default beyond the expiration of any applicable cure period under any existing easement, covenant or restriction which affects the Property, the default of which would reasonably be expected to have or does have a Material Adverse Effect;

(xix) if one or more judgments or decrees shall be entered against Borrower involving in the aggregate a liability in excess of $1,500,000 and shall not have been paid, vacated or bonded and stayed within thirty (30) days after Borrower is served with such judgment;

(xx) if Borrower shall continue to be in Default under any of the other terms, covenants or conditions of this Agreement or of any Loan Document not specified in sub-paragraphs (i) to (xix) above, for thirty (30) days after notice from Lender; provided, however, that if such Default is susceptible of cure but cannot reasonably be cured within such thirty (30) day period and provided, further, that Borrower shall have commenced to cure such Default within such

thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Borrower in the exercise of due diligence to cure such Default, such additional period not to exceed ninety (90) days;

(xxi) if Guarantor breaches the Net Worth Requirement and Liquidity Requirement included in the Guaranty; or

(xxii) if Borrower shall default under any of the terms, covenants and conditions set forth in any Interest Rate Protection Agreement beyond the expiration of any applicable notice and cure periods.

13.1.1 Unless waived in writing by Lender, upon the occurrence and during the continuance of an Event of Default (other than an Event of Default described in Section 13.1(a)(vi) or Section 13.1(a)(vii) above and following the expiration of any applicable cure periods or grace periods), Lender may, without notice or demand (except as required in Section 13.1(a) above), in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action as Lender deems advisable to protect and enforce its rights against Borrower and in the Property, including, without limitation, (a) declaring immediately due and payable the entire Principal Amount together with interest thereon and all other sums due by Borrower under the Loan Documents, (b) collecting interest on the Principal Amount at the Default Rate whether or not Lender elects to accelerate the Note and (c) enforcing or availing itself of any or all rights or remedies set forth in the Loan Documents against Borrower and the Property, including, without limitation, all rights or remedies available at law or in equity; and upon any Event of Default described in Section 13.1(a)(vi) or Section 13.1(a)(vii) above, the Indebtedness and all other obligations of Borrower hereunder and under the other Loan Documents shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding. The foregoing provisions shall not be construed as a waiver by Lender of its right to pursue any other remedies available to it under this Agreement, the Mortgage or any other Loan Document. Any payment hereunder may be enforced and recovered in whole or in part at such time by one or more of the remedies provided to Lender in the Loan Documents.

Section 13.2 Remedies. (a) Unless waived in writing by Lender, upon the occurrence and during the continuance of an Event of Default, and following the expiration of any applicable cure periods or grace periods, all or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower under this Agreement or any of the other Loan Documents executed and delivered by, or applicable to, Borrower or at law or in equity may be exercised by Lender at any time and from time to time, whether or not all or any of the Indebtedness shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Property. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, Borrower agrees that if an Event of Default is continuing (i) Lender shall not be subject to any one action

or election of remedies law or rule, and (ii) all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Property and the Mortgage has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Indebtedness or the Indebtedness has been paid in full.

(a) Upon the occurrence and during the continuance of an Event of Default, with respect to the Account Collateral, Lender may, in Lender's sole discretion:

(i) without notice to Borrower, except as required by law, and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Account Collateral against the Obligations, Operating Expenses and/or Capital Expenditures for the Property or any part thereof;

(ii) at any time and from time to time, exercise any and all rights and remedies available to it under this Agreement, and/or as a secured party under the UCC;

(iii) demand, collect, take possession of or receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Account Collateral (or any portion thereof); and

(iv) take all other actions provided in, or contemplated by, this Agreement.

(b) With respect to Borrower, the Account Collateral and the Property, nothing contained herein or in any other Loan Document shall be construed as requiring Lender to resort to the Property for the satisfaction of any of the Indebtedness, and Lender may seek satisfaction out of the Property or any part thereof, in its absolute discretion in respect of the Indebtedness. In addition, Lender shall have the right from time to time to partially foreclose this Agreement and the Mortgage in any manner and for any amounts secured by this Agreement or the Mortgage then due and payable as determined by Lender in its sole discretion including, without limitation, the following circumstances: (i) in the event Borrower defaults beyond any applicable cure or grace period in the payment of one or more scheduled payments of principal or interest, Lender may foreclose this Agreement and the Mortgage to recover such delinquent payments; or (ii) in the event Lender elects to accelerate less than the entire Principal Amount, Lender may foreclose this Agreement and the Mortgage to recover so much of the Principal Amount as Lender may accelerate and such other sums secured by this Agreement or the Mortgage as Lender may elect. Notwithstanding one or more partial foreclosures, the Property shall remain subject to this Agreement and the Mortgage to secure payment of sums secured by this Agreement and the Mortgage and not previously recovered.

Section 13.3 Remedies Cumulative; Waivers. The rights, powers and remedies of Lender under this Agreement and the Mortgage shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine in Lender's sole discretion. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or

power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default with respect to Borrower shall not be construed to be a waiver of any subsequent Default or Event of Default by Borrower or to impair any remedy, right or power consequent thereon.

Section 13.4 Costs of Collection. In the event that after an Event of Default and during the continuance thereof: (a) the Note or any of the Loan Documents is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; (b) an attorney is retained to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under the Note or any of the Loan Documents; or (c) an attorney is retained to protect or enforce the lien or any of the terms of this Agreement, the Mortgage or any of the Loan Documents, then, in any such instance, Borrower shall pay to Lender all reasonable attorneys' fees, costs and expenses actually incurred in connection therewith, including costs of appeal, together with interest on any judgment obtained by Lender at the Default Rate.

ARTICLE XIV

SPECIAL PROVISIONS

Section 14.1 Exculpation.

14.1.1 Exculpated Parties. No personal liability shall be asserted, sought or obtained by Lender or enforceable against (a) Borrower (except as set forth in this Section 14.1), (b) Manager, (c) any Affiliate of Borrower, (d) any Person owning, directly or indirectly, any legal or beneficial interest in Borrower, Manager or any Affiliate of Borrower, or (e) any direct or indirect partner, member, principal, officer, Controlling Person, beneficiary, trustee, advisor, shareholder, employee, agent, Affiliate or director of any Persons described in clauses (a) through (e) above (collectively, the "**Exculpated Parties**") and none of the Exculpated Parties shall have any personal liability (whether by suit deficiency judgment or otherwise) in respect of the Obligations, this Agreement, the Mortgage, the Note, the Property or any other Loan Document or otherwise in connection with the Loan, or the making, issuance or transfer thereof, all such liability, if any, being expressly waived by Lender. The foregoing limitation shall not in any way limit or affect Lender's right to any of the following and Lender shall not be deemed to have waived any of the following:

(i) Any right of Lender to foreclose the lien of this Agreement and the Mortgage in accordance with the terms and provisions set forth herein and in the Mortgage;

(ii) Any right of Lender to take any other action against any other security at any time given to secure the payment of the Note and the other Obligations;

(iii) Any right of Lender to exercise any other remedy set forth in this Agreement or in any other Loan Document which is not inconsistent with the terms of this Section 14.1;

(iv) Any right which Lender may have under Sections 506(a), 506(b), 1111(b) or any other provisions of the Bankruptcy Code to file a claim against Borrower for the full amount of the Indebtedness secured by this Agreement and Mortgage or to require that all Collateral shall continue to secure all of the Indebtedness owing to Lender in accordance with the Loan Documents; or

(v) The liability of any given Exculpated Party with respect to any separate written guaranty or agreement given by any such Exculpated Party in connection with the Loan (including, without limitation, the Guaranty).

14.1.2 Carveouts from Non-Recourse Limitations. Notwithstanding the foregoing or anything in this Agreement or any of the Loan Documents to the contrary, there shall at no time be any limitation on Borrower's liability for the payment of Losses incurred by Lender, and arising from:

(a) the fraudulent acts or willful misconduct of any Borrower Related Party in connection with the Loan;

(b) the misappropriation of Proceeds which any Borrower Related Party has received (it being agreed that no Borrower Related Party shall be deemed to have misapplied Proceeds unless same are received by such Borrower Related Party and not paid to Lender, in a circumstance in which Lender is expressly entitled to receive same pursuant to the terms of this Agreement or any of the Loan Documents to be applied toward payment of the Indebtedness, or used for the repair or replacement of the Property in accordance with the provisions of this Agreement);

(c) the misappropriation of Rents, security deposits and other Property revenue by any Borrower Related Party (provided, however, that no Borrower Related Party shall be liable for the misappropriation of any Rents or other items that are sent to the Collection Account or paid directly to Lender pursuant to any notice of direction delivered to any Tenant);

(d) any intentional misrepresentation of any Borrower Related Party under the Loan Documents;

(e) failure to deliver to Lender any security deposits, advance deposits or any other deposits collected with respect to the Property upon a foreclosure of the Property or action in lieu thereof, except to the extent any such security deposits were applied in accordance with the terms and conditions of any of the Leases;

(f) all or any part of the Property or the Account Collateral being encumbered by a Lien voluntarily granted by Borrower (other than this Agreement, the Mortgage and the other Loan Documents or Permitted Encumbrances) in violation of the Loan Documents;

(g) after the occurrence and during the continuance of an Event of Default, the removal or disposal by any Borrower Related Party of any portion of the Property in a manner prohibited by the Loan Documents;

(h) any physical damage to the Property from intentional waste committed by any Borrower Related Party (but excluding any matter that arises by reason of lack of cash flow

with respect to the Property, except to the extent that such lack of cash flow arises from the misappropriation of revenue with respect to the Property);

(i) the failure to procure an Interest Rate Protection Agreement in accordance with Section 5.1.25 hereof;

(j) the failure to pay for items which result in Liens on the Property (unless due to lack of cash flow from the Property, except to the extent that such lack of cash flow arises from the misappropriation of revenue with respect to the Property);

(k) Borrower's failure to obtain or maintain a core and shell certificate of occupancy for the Property (which may be a temporary or permanent certificate of occupancy), except as a result of a casualty or condemnation (provided that Borrower otherwise complies (subject to applicable notice and cure periods) with the terms and conditions of the Loan Documents in respect of such casualty or condemnation); or

(l) a conveyance by Borrower of the Excess Development Rights.

The term "**Losses**" means any and all actual losses, damages, costs, expenses, liabilities, claims or other obligations reasonably incurred by Lender (including reasonable attorneys' fees and disbursements).

Notwithstanding anything to the contrary in this Agreement, the Note or any of the Loan Documents, (1) Lender shall not be deemed to have waived any right which Lender may have under Section 506(a), 506(b), 1111(b) or any other provisions of the Bankruptcy Code to file a claim for the full amount of the Indebtedness or to require that all Collateral shall continue to secure all of the Indebtedness owing to Lender in accordance with the Loan Documents, and (2) the Indebtedness shall be fully recourse to Borrower in the event that: (A) Borrower shall incur, assume or create any Debt for borrowed money in violation of the Loan Documents; (B) Borrower voluntarily Transfers all or substantially all of the Property, or there is a Transfer of any direct or indirect interests in Borrower, other than in accordance the terms of Article VIII hereof; (C) Borrower shall fail to comply with any of the Single Purpose Entity requirements set forth in Section 5.1.4 of this Agreement if such failure leads to a substantive consolidation of the assets of Borrower with the assets of another Person; (D) Borrower files a voluntary petition under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law; (E) an Affiliate, officer, trustee, director, or representative which controls, directly or indirectly, Borrower or Guarantor joins in the filing of, an involuntary petition against Borrower under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors for any involuntary petition against Borrower or from any Person; or (F) there is the filing of an involuntary petition against Borrower under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, in which Borrower colludes with, or otherwise assists such Person, or solicits or causes to be solicited petitioning creditors for any involuntary petition against Borrower from any Person.

Notwithstanding anything to the contrary contained in this Section 14.12, in no event will Borrower or any of its Affiliates be liable for or as a result of any unpaid obligation or lien (such as, without limitation, a lien for unpaid real estate taxes or a mechanic's lien) resulting from insufficient cash flow at the Property (including in an instance in which Lender does not permit Borrower access to such reserves or other Property cash flow) or any Transfer resulting from any such unpaid obligation or lien.

ARTICLE XV

MISCELLANEOUS

Section 15.1 Survival. This Agreement and all covenants, indemnifications, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by Lender of the Loan and the execution and delivery to Lender of the Note, and shall continue in full force and effect so long as all or any of the Indebtedness is outstanding and unpaid unless a longer period is expressly set forth herein or in the other Loan Documents. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. All covenants, promises and agreements in this Agreement, by or on behalf of Borrower, shall inure to the benefit of the successors and assigns of Lender. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder and under the other Loan Documents shall be joint and several.

Section 15.2 Lender's Discretion. Whenever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall be (except as is otherwise specifically herein provided) in the sole discretion of Lender and final and conclusive.

Section 15.3 Governing Law. (a) **THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, THE LOAN WAS MADE BY LENDER AND ACCEPTED BY BORROWER IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND LENDER EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE NOTE, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

(a) **ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND BORROWER AND LENDER EACH WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER AND LENDER EACH HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:**

The Corporation Trust Company
111 Eighth Avenue
13th Floor
New York, New York 10011

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 15.4 Modification, Waiver in Writing. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement, or of the Note, or of any other Loan Document, or consent to any departure therefrom, shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to or demand on Borrower shall entitle Borrower to any other or future notice or demand in the same, similar or other circumstances.

Section 15.5 Delay Not a Waiver. Neither any failure nor any delay on the part of Lender in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege hereunder, or under the Note or under any other Loan Document, or any other instrument given as security therefor, shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege. In particular, and not by way of limitation, by accepting payment after the due date of any amount payable under this Agreement, the Note or any other Loan Document, Lender shall not be deemed to have waived any right either to require prompt payment when due of all other amounts due under this Agreement, the Note or the other Loan Documents, or to declare a default for failure to effect prompt payment of any such other amount.

Section 15.6 Notices. Any approval, consent, notice, request or demand required or permitted to be given under this Agreement shall be in writing and either shall be sent by overnight air courier service or personally delivered to a representative of the receiving party, or sent by email transmission (provided an identical notice is also sent simultaneously by overnight courier or personal delivery as otherwise provided in this Section 15.6). All such communications shall be sent or delivered, addressed to the party for whom it is intended at its address set forth below.

If to Lender:

Bank of China, New York Branch
7 Bryant Park
1045 Avenue of the Americas, 13th Floor
New York, New York 10018
Attention: Anthony J. Wong
Email: ajwong@bocusa.com

With a copy to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020
Attention: Nathan H. Sevilla, Esq.
Email: nsevilla@mayerbrown.com

If to Borrower:

c/oVornado Realty Trust
888 Seventh Avenue
New York, New York 10106
Attention: President and Chief Financial Officer
Email: mfranco@vno.com

With a copy to:

c/o Alexander's, Inc.
210 Route 4 East
Paramus, New Jersey 07652
Attention: Chief Financial Officer
Email: ghansen@VNO.com

With a copy to:

Vornado Realty Trust
888 Seventh Avenue
New York, New York 10106
Attention: Counsel
Email: sborenstein@vno.com

With a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Ralston W. Turbeville, Jr., Esq.
Email: turbeviller@sullcrom.com

Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered or (b) on the first (1st) Business Day after deposit with an overnight air courier service in each case to the address of the intended addressee (except as otherwise provided in the Mortgage), and any communication so delivered in person shall be deemed to be given when receipted for by, when refused by or when actually received by Lender or Borrower, as the case may be. If given by email transmission, a notice shall be deemed given and received when the email is transmitted to the party's email address specified above using the 'delivery receipt' or 'read receipt' function, and notice confirming delivery or that the email has been read, as applicable, is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours, and an identical notice is also sent simultaneously by overnight courier, or personal delivery as otherwise provided in this Section. A party may designate a change of address by notice to the other by giving at least ten (10) days' prior notice of such change of address.

Section 15.7 **TRIAL BY JURY. BORROWER AND LENDER EACH, AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER IT, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION**

(a) ARISING UNDER THIS AGREEMENT, THE MORTGAGE, THE NOTE OR ANY OTHER LOAN DOCUMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, THE MORTGAGE, THE NOTE OR ANY OTHER LOAN DOCUMENT (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND BORROWER AND LENDER EACH HEREBY AGREES AND CONSENTS THAT AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT HERETO TO THE WAIVER OF ANY RIGHT TO TRIAL BY JURY. BORROWER AND LENDER EACH ACKNOWLEDGES THAT IT HAS CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGES THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR THE MAKING OF THE LOAN. THIS WAIVER SHALL SURVIVE THE REPAYMENT OF THE LOAN.

Section 15.8 Headings. The Article and/or Section headings and the Table of Contents in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 15.9 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.

Section 15.10 Preferences. To the extent Borrower makes a payment or payments to Lender, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the obligations hereunder or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by Lender.

Section 15.11 Waiver of Notice. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Agreement or the other Loan Documents specifically and expressly provide for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Agreement or the other Loan Documents do not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 15.12 Expenses; Indemnity. (a) Except as otherwise set forth herein (including, without limitation, as set forth in Section 11.10) or in any other Loan Document, Borrower covenants and agrees to pay or, if Borrower fails to pay, to reimburse, Lender upon receipt of written notice from Lender for all reasonable third-party costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with: (i) the preparation, negotiation, execution and delivery of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby and thereby and all the costs of furnishing all Opinions of Counsel required to be delivered on the date hereof or required to be delivered at Borrower's expense pursuant to this Agreement (if any); (ii) Lender's ongoing performance of and compliance with all agreements and conditions contained in this Agreement and the other Loan Documents on its part to be performed or complied with after the Closing Date; (iii) the negotiation, preparation, execution, delivery and administration of any amendments, waivers or other modifications to this Agreement and the other Loan Documents requested by Lender and any other documents or matters as reasonably required herein or under the other Loan Documents relating to such amendments, waivers, and/or other modifications; (iv) securing Borrower's compliance with any requests made pursuant to the provisions of this Agreement; (v) the filing and recording fees and expenses, mortgage recording taxes, title insurance and reasonable fees and expenses of counsel for providing to Lender all required legal opinions and other similar expenses incurred in creating and perfecting the Lien in favor of Lender pursuant to this Agreement and the other Loan Documents; (vi) enforcing or preserving any rights, in response to third-party claims or the prosecuting or defending of any action or proceeding or other litigation, in each case against, under or affecting Borrower, this Agreement, the other Loan Documents, the Property, or any other security given for the Loan and any and all actions that may be taken by Lender connection with the enforcement of the provisions of the Loan Documents by reason of Borrower's default thereunder, whether or not suit is filed in connection with the same, or in connection with Borrower, or Guarantor becoming party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (vii) enforcing any obligations of or collecting any payments due from Borrower under this Agreement, the other Loan Documents or with respect to the Property or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a work-out or of any insolvency or bankruptcy proceedings; and (viii) procuring insurance policies pursuant to Section 6.1; provided, however, that Borrower shall not be liable for the payment of any such costs and expenses to the extent the same arise (A) by reason of the gross negligence, illegal acts, fraud or willful misconduct of Lender, (B) in any other instance herein or in any other Loan Document that provides that the matter in question is to be "at Lender's expense" or "at no cost to Borrower" or words of similar import, (C) in connection with a Securitization, or any other transfer of all or a portion of the Loan, or any beneficial interest therein, by Lender in accordance with the provisions of Article XI or otherwise, or (D) in connection with the execution of any note to replace lost, destroyed or mutilated notes. From, after and during the continuance of an Event of Default, any cost and expenses due and payable to Lender in accordance with the Loan Documents may be paid from any amounts in the Collection Account and/or the Cash Management Account.

(a) Subject to the nonrecourse provisions of Section 14.1, except to the extent caused by the actual willful misconduct or gross negligence of the Indemnified Parties, Borrower shall protect, indemnify and save harmless Lender and all officers, trustees, directors, stockholders, members, partners, employees, agents, successors and assigns thereof (collectively, the "**Indemnified Parties**") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including all reasonable out-of-pocket attorneys'

fees and expenses actually incurred) imposed upon or incurred by or asserted against the Indemnified Parties or the Property or any part of its interest therein, including, without limitation, any loss or expense on account of amounts borrowed, contracted for or utilized to pay any amount payable under any Loan Document or the Loan (or any part thereof), by reason of the occurrence or existence of any of the following (to the extent Proceeds payable on account of the following shall be inadequate; it being understood that in no event will the Indemnified Parties be required to actually pay or incur any costs or expenses as a condition to the effectiveness of the foregoing indemnity) prior to (i) the acceptance by Lender or its designees of a deed in lieu of foreclosure with respect to the Property, (ii) an Indemnified Party or its designee taking possession or control of the Property, or (iii) the foreclosure of the Mortgage: (A) ownership of Borrower's interest in the Property, or any interest therein, or receipt of any Rents or other sum therefrom, including, without limitation, any due diligence costs (including, without limitation, costs and expenses incurred in investigating any Default or Event of Default that Lender believes is a Default or Event of Default); (B) any accident, injury to or death of any persons or loss of or damage to property occurring on or about the Property or any appurtenances thereto; (C) any design, construction, operation, repair, maintenance, use, non-use or condition of the Property or appurtenances thereto, including claims or penalties arising from violation of any Legal Requirement or Insurance Requirement, as well as any claim based on any patent or latent defect, whether or not discoverable by Lender, any claim the insurance as to which is inadequate; (D) any Default under this Agreement or any of the other Loan Documents or any failure on the part of Borrower to perform or comply with any of the terms of any Lease within the applicable notice or grace periods, any representation or warranty made in any Loan Document being false or misleading in any material respect as of the date such representation or warranty was made and/or any act or reliance on any notice that Lender believes to be true, correct and properly authorized, and any and all actions that may be taken by Lender or any other Indemnified Party in connection with the enforcement of the provisions of the Loan Documents, whether or not suit is filed in connection with the same, or in connection with Borrower, Guarantor, any other guarantor or indemnitor, and/or any partner, joint venturer, member or shareholder thereof becoming party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (E) any performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (F) any negligence or tortious act or omission on the part of Borrower or any of its agents, contractors, servants, employees, sublessees, licensees or invitees; (G) any contest referred to in Section 7.3 hereof; or (H) (x) any obligation or undertaking relating to the performance or discharge of any of the terms, covenants and conditions of the landlord contained in the Leases, (y) any claim by brokers, finders or similar persons claiming to be entitled to a commission in connection with any Lease or other transaction involving the Property or any part thereof under any Legal Requirement or any liability asserted against Lender with respect thereto, and (z) the claims of any Tenant of all or any portion of the Property or any person acting through or under any Tenant or otherwise arising under or as a consequence of any Lease. Any amounts the Indemnified Parties are legally entitled to receive under this Section 15.12 which are not paid within fifteen (15) Business Days after written demand therefor by the Indemnified Parties or Lender, setting forth in reasonable detail the amount of such demand and the basis therefor, shall bear interest from the date of demand at the Default Rate, and shall, together with such interest, be part of the Indebtedness and secured by the Mortgage. In case any action, suit or proceeding is brought against the Indemnified Parties by reason of any such occurrence, Borrower shall at Borrower's expense resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel at Borrower's reasonable expense for the insurer of the liability or by counsel designated by Borrower (unless reasonably disapproved by Lender promptly after

Lender has been notified of such counsel, in which case Borrower may designate alternative counsel reasonably satisfactory to Lender); provided, however, that nothing herein shall compromise the right of Lender (or any Indemnified Party) to appoint its own counsel at Borrower's expense for its defense with respect to any action which in its reasonable opinion presents a conflict or potential conflict between Lender and Borrower that would make such separate representation advisable; and, provided, further, that if Lender shall have appointed separate counsel pursuant to the foregoing, Borrower shall not be responsible for the expense of additional separate counsel of any Indemnified Party unless in the reasonable opinion of Lender a conflict or potential conflict exists between such Indemnified Party and Lender. So long as Borrower is resisting and defending such action, suit or proceeding as provided above in a prudent and commercially reasonable manner, Lender and the Indemnified Parties shall not be entitled to settle such action, suit or proceeding without Borrower's consent which shall not be unreasonably withheld or delayed, and Lender agrees that it will not settle any such action, suit or proceeding without the consent of Borrower; provided, however, that if Borrower is not diligently defending such action, suit or proceeding in a prudent and commercially reasonable manner as provided above, and Lender has provided Borrower with thirty (30) days' prior written notice, or shorter period if mandated by the requirements of applicable law, and opportunity to correct such determination, Lender may settle such action, suit or proceeding as to the claim against Lender and claim the benefit of this Section 15.12 with respect to settlement of such action, suit or proceeding. Any Indemnified Party will give Borrower prompt notice after such Indemnified Party obtains actual knowledge of any potential claim by such Indemnified Party for indemnification hereunder. Borrower shall have the right to settle or compromise any action, proceeding or claim against any Indemnified Party so long as the same does not include any admission of wrongdoing on the part of such Indemnified Party.

Section 15.13 Exhibits and Schedules Incorporated. The Exhibits and Schedules annexed hereto are hereby incorporated herein as a part of this Agreement with the same effect as if set forth in the body hereof.

Section 15.14 Offsets, Counterclaims and Defenses. Borrower hereby agrees that during the term of the Loan, it shall under no circumstances claim, and hereby waives, any right of offset, counterclaim or defense against Lender with respect to the Obligations and the Indebtedness arising from, due to, related to or caused by any obligations, liability or other matter or circumstance which is unrelated to the Loan. In addition, any assignee of Lender's interest in and to this Agreement, the Note and the other Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses which are unrelated to such documents which Borrower may otherwise have against any assignor of such documents, and no such unrelated counterclaim or defense shall be interposed or asserted by Borrower in any action or proceeding brought by any such assignee upon such documents and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by Borrower.

Section 15.15 Liability of Assignees of Lender. No assignee of Lender shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any other Loan Document or any amendment or amendments hereto made at any time or times, heretofore or hereafter, any different than the liability of Lender hereunder. In addition, no assignee shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or to which the Property is now or hereafter subject any

different than the liability of Lender hereunder. The limitation of liability provided in this Section 15.15 is (a) in addition to, and not in limitation of, any limitation of liability applicable to the assignee provided by law or by any other contract, agreement or instrument, and (b) shall not apply to any assignee's gross negligence or willful misconduct.

Section 15.16 No Joint Venture or Partnership; No Third-Party Beneficiaries. (a) Borrower and Lender intend that the relationships created hereunder and under the other Loan Documents be solely that of borrower and lender. Nothing herein or therein is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between Borrower and Lender nor to grant Lender any interest in the Property other than that of mortgagee, beneficiary or lender.

(a) This Agreement and the other Loan Documents are solely for the benefit of Lender and Borrower and nothing contained in this Agreement or the other Loan Documents shall be deemed to confer upon anyone other than Lender and Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Lender to make the Loan hereunder are imposed solely and exclusively for the benefit of Lender and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will refuse to make the Loan in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Lender if, in Lender's sole discretion, Lender deems it advisable or desirable to do so.

Section 15.17 Publicity. All news releases, publicity or advertising by any party hereto or their Affiliates through any media intended to reach the general public (but excluding, for clarity, any filings or releases necessary or appropriate under applicable laws, including securities laws, or the applicable rules of any stock exchange) which refers to the Loan Documents or the financing evidenced by the Loan Documents, to Lender or to any of its Affiliates shall be subject to the prior consultation between Lender and Borrower.

Section 15.18 Waiver of Marshalling of Assets. To the fullest extent permitted by law, Borrower, for itself and its successors and assigns, waives all rights to a marshalling of the assets of Borrower, Borrower's members and others with interests in Borrower and of the Property, and agrees not to assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Lender under the Loan Documents to a sale of the Property for the collection of the Indebtedness without any prior or different resort for collection or of the right of Lender to the payment of the Indebtedness out of the net proceeds of the Property in preference to every other claimant whatsoever.

Section 15.19 Waiver of Counterclaim and Other Actions. Borrower hereby expressly and unconditionally waives, in connection with any suit, action or proceeding brought by Lender on this Agreement, the Note, the Mortgage or any Loan Document, any and every right it may have to (a) interpose any counterclaim therein (other than a counterclaim which can only be asserted in the suit, action or proceeding brought by Lender on this Agreement, the Note, the Mortgage or any Loan Document and cannot be maintained in a separate action) and (b) have any such suit, action or proceeding consolidated with any other or separate suit, action or proceeding.

Section 15.20 Conflict; Construction of Documents; Reliance. In the event of any conflict between the provisions of this Agreement and any of the other Loan Documents, the provisions of this Agreement shall control. The parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of the Loan Documents and that such Loan Documents shall not be subject to the principle of construing their meaning against the party which drafted same. Borrower acknowledges that, with respect to the Loan, Borrower shall rely solely on its own judgment and advisors in entering into the Loan without relying in any manner on any statements, representations or recommendations of Lender or any parent, subsidiary or Affiliate of Lender. Lender shall not be subject to any limitation whatsoever in the exercise of any rights or remedies available to it under any of the Loan Documents or any other agreements or instruments which govern the Loan by virtue of the ownership by it or any parent, subsidiary or Affiliate of Lender of any equity interest any of them may acquire in Borrower, and Borrower hereby irrevocably waives the right to raise any defense or take any action on the basis of the foregoing with respect to Lender's exercise of any such rights or remedies. Borrower acknowledges that Lender engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Borrower or its Affiliates.

Section 15.21 Prior Agreements. This Agreement and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Agreement and the other Loan Documents and unless specifically set forth in a writing contemporaneous herewith the terms, conditions and provisions of any and all such prior agreements do not survive execution of this Agreement.

Section 15.22 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. Manually executed counterparts of this Agreement shall be delivered to all parties hereto; provided, that delivery of a signature of this Agreement by facsimile transmission or by .pdf, .jpeg, .TIFF or other form of electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof prior to and in the absence of manual delivery.

Section 15.23 Intentionally Omitted.

Section 15.24 WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST ANY OTHER PARTY ON ANY THEORY OF LIABILITY FOR SPECIAL INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF PROCEEDS THEREOF.

Section 15.25 USA PATRIOT Act Notification. Lender hereby notifies Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Loan and Security Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BORROWER:

REGO II BORROWER LLC,
a Delaware limited liability company

By: **ALEXANDER'S OF REGO PARK II, INC**.,
a Delaware corporation, its sole member

By: /s/ Steven Borenstein
Name: Steven Borenstein
Title: Authorized Signatory

LENDER:

BANK OF CHINA, NEW YORK BRANCH

By: /s/ Raymond Qiao
Name: Raymond Qiao
Title: Executive Vice President

Exhibit 10.39

EXECUTION VERSION

AMENDED AND RESTATED LOAN AGREEMENT

by and among

731 RETAIL ONE LLC and 731 COMMERCIAL LLC,

as Borrower,

THE LENDERS PARTY HERETO,

as Lenders,

and

ALX REGO HOLDINGS LLC, as Administrative Agent

Date: As of December 23, 2025

TABLE OF CONTENTS

Page

ARTICLE 1 CERTAIN DEFINITIONS 3

Section 1.1 Certain Definitions. 3

ARTICLE 2 LOAN TERMS 23

Section 2.1 The Loans and Notes. 23
Section 2.2 Repayment of Loans; Evidence of Debt. 26
Section 2.3 Prepayment of Loan. 26
Section 2.4 Interest. 27
Section 2.5 Payments Generally; Pro Rata Treatment. 28
Section 2.6 Withholding Taxes. 28

ARTICLE 3 INSURANCE AND CONDEMNATION 29

Section 3.1 Insurance. 29
Section 3.2 Use and Application of Net Proceeds. 33
Section 3.3 Casualty and Condemnation. 38

ARTICLE 4 [INTENTIONALLY OMITTED] 39

ARTICLE 5 ENVIRONMENTAL MATTERS 39

Section 5.1 Certain Definitions. 39
Section 5.2 [OMITTED]. 40
Section 5.3 Covenants on Environmental Matters. 40
Section 5.4 Allocation of Risks and Indemnity. 41
Section 5.5 No Waiver. 42

ARTICLE 6 LEASING MATTERS 42

Section 6.1 Representations and Warranties on Leases. 42
Section 6.2 Approval Rights; Security Deposits. 43
Section 6.3 Covenants. 43
Section 6.4 Tenant Estoppels. 43
Section 6.5 Subordination, Non-Disturbance and Attornment Agreements. 43

ARTICLE 7 REPRESENTATIONS AND WARRANTIES 44

Section 7.1 Organization and Power. 44
Section 7.2 Validity of Loan Documents. 44
Section 7.3 Tax Filings. 44
Section 7.4 No Conflicts. 44

Section 7.5 Flood Zone. 45
Section 7.6 Insurance. 45
Section 7.7 Investment Company Act. 45
Section 7.8 Foreign Assets Control Regulations, Etc. 45
Section 7.9 Organizational Structure. 45
Section 7.10 Anti-Corruption Laws and Sanctions. 46

ARTICLE 8 FINANCIAL REPORTING 46

Section 8.1 Borrower's Financial Statements. 46
Section 8.2 Other Information. 47

ARTICLE 9 COVENANTS 47

Section 9.1 Due on Sale and Encumbrance; Permitted Transfers. 47
Section 9.2 Property Taxes. 50
Section 9.3 Control; Management. 50
Section 9.4 Operation; Maintenance; Inspection. 50
Section 9.5 Taxes on Security. 51
Section 9.6 Legal Existence; Name, Etc. 51
Section 9.7 Transactions with Affiliates. 52
Section 9.8 Limitation on Other Debt. 52
Section 9.9 Further Assurances. 52
Section 9.10 Intentionally omitted. 52
Section 9.11 Notice of Certain Events. 52
Section 9.12 Indemnification. 52
Section 9.13 Payment for Labor and Materials. 53
Section 9.14 Intentionally omitted. 54
Section 9.15 Intentionally omitted. 54
Section 9.16 Handicapped Access. 54
Section 9.17 Zoning. 54
Section 9.18 ERISA. 54
Section 9.19 Books and Records; Inspection Rights. 55
Section 9.20 Foreign Assets Control Regulations. 55
Section 9.21 Intentionally omitted. 55
Section 9.22 Restricted Payments. 55
Section 9.23 Business Organization Documents. 56
Section 9.24 Agreements Affecting the Project. 56
Section 9.25 Anti-Corruption Laws. 56
Section 9.26 [Intentionally omitted]. 56
Section 9.27 Condominium Estoppel. 56
Section 9.28 [Intentionally omitted] 57
Section 9.29 Condominium Covenants. 57

ARTICLE 10 EVENTS OF DEFAULT 60

Section 10.1 Payments. 60
Section 10.2 Insurance. 60
Section 10.3 Single Purpose Entity. 60
Section 10.4 Property Taxes. 61
Section 10.5 Sale, Encumbrance, Etc. 61
Section 10.6 Representations and Warranties. 61
Section 10.7 [Intentionally omitted]. 61
Section 10.8 Involuntary Bankruptcy or Other Proceeding. 61
Section 10.9 Voluntary Petitions, Etc. 61
Section 10.10 Dissolution. 62
Section 10.11 Judgments. 62
Section 10.12 Security. 62
Section 10.13 [Intentionally omitted]. 63
Section 10.14 [Intentionally omitted]. 63
Section 10.15 Condominium Covenants. 63
Section 10.16 Covenants. 63

ARTICLE 11 REMEDIES 64

Section 11.1 Remedies - Insolvency Events. 64
Section 11.2 Remedies - Other Events. 64
Section 11.3 Administrative Agent's Right to Perform the Obligations. 64
Section 11.4 Application of Funds Received by Administrative Agent. 65

ARTICLE 12 MISCELLANEOUS 65

Section 12.1 Notices. 65
Section 12.2 Amendments, Waivers, Etc. 66
Section 12.3 Limitation on Interest. 67
Section 12.4 Invalid Provisions. 68
Section 12.5 Reimbursement of Expenses. 68
Section 12.6 Approvals; Third Parties; Conditions. 69
Section 12.7 Lenders and Administrative Agent Not in Control; No Partnership. 70
Section 12.8 Time of the Essence. 70
Section 12.9 Successors and Assigns. 70
Section 12.10 Junior Lenders Not Obligated to Make Any Protective Advances. 70
Section 12.11 Waivers. 71
Section 12.12 Cumulative Rights. 71
Section 12.13 Singular and Plural. 71
Section 12.14 Phrases. 71
Section 12.15 Exhibits and Schedules. 71
Section 12.16 Titles of Articles, Sections and Subsections. 71
Section 12.17 Promotional Material. 72
Section 12.18 Survival. 72

Section 12.19 WAIVER OF JURY TRIAL. 72
Section 12.20 Governing Law. 73
Section 12.21 Entire Agreement. 74
Section 12.22 Counterparts. 74
Section 12.23 Assignments and Participations. 74
Section 12.24 Brokers. 76
Section 12.25 Limits on Set-offs. 76
Section 12.26 Limitation on Liability of Administrative Agent's and the Lenders' Officers, Employees, etc. 77
Section 12.27 [Intentionally omitted] 77
Section 12.28 WAIVER OF SPECIAL DAMAGES. 77
Section 12.29 USA PATRIOT ACT NOTIFICATION. 77

ARTICLE 13 RECOURSE; WAIVERS 78

Section 13.1 Recourse. 78
Section 13.2 Termination of Certain Guaranties; Release from EI. 78
Section 13.3 Releases of Account Collateral; Waiver of Certain Claims. 78

ARTICLE 14 ADMINISTRATIVE AGENT 79

Section 14.1 Appointment. 79
Section 14.2 Capacity as Lender. 79
Section 14.3 Duties and Obligations. 79
Section 14.4 Reliance. 80
Section 14.5 Sub-Agents. 80
Section 14.6 Resignation. 81
Section 14.7 Independent Credit Analysis. 81
Section 14.8 Lender Actions Against Collateral. 81
Section 14.9 Lender Reply Period. 82
Section 14.10 [Intentionally omitted] 82
Section 14.11 [Intentionally omitted]. 82
Section 14.12 Borrower's Rights. 82
Section 14.13 Indemnification by the Lenders. 83

ARTICLE 15 CAPITAL EVENTS WATERFALL APPLICATION; AVAILABLE CASH WATERFALL APPLICATION; RECOGNITION AGREEMENT 83

Section 15.1 Capital Event Transaction. 83
Section 15.2 Capital Event Transaction Notice. 84
Section 15.3 Capital Event Refinancing Valuation. 85
Section 15.4 Affiliated Capital Event Sale 86
Section 15.5 Forgiveness and Assignment of Loan Following Waterfall Application. 87
Section 15.6 Application of Available Cash 87
Section 15.7 Recognition Agreement. 88

ARTICLE 16 RESIGNATION OF EXISTING ADMINISTRATIVE AGENT AND APPOINTMENT OF NEW ADMINISTRATIVE AGENT 88

Section 16.1 Resignation of Existing Administrative Agent and Appointment of New Administrative Agent. 88

ARTICLE 17 RELEASE OF EXISTING ADMINISTRATIVE AGENT AND EXISTING LENDERS 89

Section 17.1 Release of Existing Administrative Agent and Existing Lenders. 89

LIST OF EXHIBITS AND SCHEDULES

EXHIBIT A LEGAL DESCRIPTION OF PROJECT
EXHIBIT B FORM OF SENIOR NOTE
EXHIBIT C FORM OF JUNIOR NOTE
EXHIBIT D FORM OF ASSIGNMENT AND ASSUMPTION

SCHEDULE 2.1 LENDERS' PRINCIPAL BALANCES AS OF EFFECTIVE DATE
SCHEDULE 7.9 ORGANIZATIONAL CHART
SCHEDULE 12.1 JUNIOR LENDER NOTICE ADDRESSES

AMENDED AND RESTATED LOAN AGREEMENT

This **AMENDED AND RESTATED LOAN AGREEMENT** (this "**Agreement**") is entered into as of December 23, 2025 among **731 RETAIL ONE LLC** ("**731 Retail**"), a Delaware limited liability company, and **731 COMMERCIAL LLC** ("**731 Commercial**"), a Delaware limited liability company (731 Retail and 731 Commercial are jointly, severally and collectively, the "**Borrower**"); each of the lenders that is a signatory hereto identified under the caption **"LENDER**" on the signature pages hereof and each lender that becomes a "Lender" after the date hereof pursuant to Section 12.23(2) (individually, a "**Lender**" and, collectively, the "**Lenders**"); and **ALX REGO HOLDINGS LLC**, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, "**Administrative Agent**"); and for purposes of Sections 16.1 and 17.1 hereof, Alexanders, Inc., a Delaware corporation.

RECITALS:

A. Borrower, JPMorgan Chase Bank, N.A., as administrative agent, and JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Landesbank Baden-Württemberg, New York Branch, and The Bank of New York Mellon, as lenders (the "**Existing Lenders**"), are parties to that certain Loan Agreement, dated as of August 5, 2015, whereby such lenders agreed to make a loan (the "Loan") to Borrower in an aggregate principal amount of $350,000,000. Said Loan Agreement was amended (i) that certain Waiver and Amendment No. 1 to Loan Agreement, dated as of October 10, 2019, (ii) that certain letter agreement dated August 19, 2020, (iii) that certain Omnibus Amendment to Loan Documents and Reaffirmation of Borrower and Guarantor, dated as of September 14, 2020, (iv) that certain Amendment No. 3 to Loan Agreement and Omnibus Amendment to Loan Documents dated as of October 3, 2022, and (v) that certain letter agreement dated August 1, 2025 (as so amended, the "**Original Loan Agreement**").

B. The Loan is secured by, among other things, that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 14, 2020, executed by Borrower, as mortgagor, to JPMorgan Chase Bank, N.A., as administrative agent, as mortgagee, and recorded October 20, 2020, with the City Register of the City of New York under CRFN 2020000290159.

C. As of the date hereof, (1) JPMorgan Chase Bank, N.A. ("**JPM**") is the holder of a Note (as defined in the Original Loan Agreement) with an outstanding principal balance of $78,571,428.57 (the "**JPM Original Note**"), (2) The Bank of New York Mellon ("**BNY**") is the holder of a Note (as defined in the Original Loan Agreement) with an outstanding principal balance of $42,857,142.86 (the "**BNY Original Note**"), (3) Wells Fargo Bank, N.A. ("**WFB**") is the holder of a Note (as defined in the Original Loan Agreement) with an outstanding principal balance of $100,000,000.00 (the "**WFB Original Note**") and (4) Landesbank Baden-

Württemberg, New York Branch ("**LBBW**"), is the holder of a Note (as defined in the Original Loan Agreement) with an outstanding principal balance of $78,571,428.57 (the "**LBBW Original Note**").

D. Subject to and in accordance with the terms and conditions hereinafter set forth, JPM shall (a) sever the JPM Original Note into a Senior Note with a principal balance of $34,702,380.95 and a Junior Note with a principal balance of $43,869,047.62 and (b) assign its Senior Note to ALX Rego Holdings LLC.

E. Subject to and in accordance with the terms and conditions hereinafter set forth, BNY intends to (a) sever the BNY Original Note into a Senior Note with a principal balance of $18,928,571.43 and a Junior Note with a principal balance of $23,928,571.43 and (b) assign its Senior Note to ALX Rego Holdings LLC.

F. Subject to and in accordance with the terms and conditions hereinafter set forth, LBBW intends to (a) sever the LBBW Original Note into a Senior Note with a principal balance of $34,702,380.95 and a Junior Note with a principal balance of $43,869,047.62 and (b) assign its Senior Note to ALX Rego Holdings LLC.

G. Subject to an in accordance with the terms and conditions hereinafter set forth, WFB intends to (a) sever the WFB Original Note into a Senior Note with a principal balance of $44,166,666.67 and a Junior Note with a principal balance of $55,833,333.33 and (b) assign its Senior Note to ALX Rego Holdings LLC.

H. As a result of the assignments of the Senior Notes described in clauses (D), (E), (F) and (G) above, ALX Rego Holdings LLC shall be the holder of a Senior Notes with an aggregate principal balance of $132,500,000, which are being consolidated into one Senior Note subject to an in accordance with the terms and conditions hereinafter set forth.

I. Pursuant to Article 16 hereof by execution hereof, JPMorgan Chase Bank, N.A. is resigning as "Administrative Agent" under the Loan Documents and ALX Rego Holdings LLC is succeeding JPMorgan Chase Bank, N.A., as "Administrative Agent" under the Loan Documents; and

J. The parties hereto wish to amend and restate the Original Loan Agreement to reflect the foregoing and amend other terms and conditions of the Loan in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that effective as of the date hereof, and the Original Loan Agreement is hereby amended and restated in its entirety as follows:

Article 1

CERTAIN DEFINITIONS

Section 1.1 Certain Definitions.

As used herein, the following terms have the meanings indicated:

"**Access Laws**" has the meaning assigned in Section 9.16(1).

"**Accrual Period**" means a period commencing on a Payment Date and ending on the day immediately preceding the next succeeding Payment Date, except that if the Loan is repaid on a day other than a Payment Date, the last Accrual Period shall end on the date of such repayment.

"**Affiliate**" means with respect to any Person, another Person that directly or indirectly Controls, or is under common Control with, or is Controlled by, such Person. Notwithstanding the foregoing, no individual shall be an Affiliate solely by reason of his or her being a director, officer, trustee or employee of Borrower.

"**Agreement**" means this Amended and Restated Loan Agreement, as amended from time to time.

"**ALX**" means Alexanders, Inc., a Delaware corporation, together with its permitted successors by merger, consolidation or transfer of all or substantially all of its assets in accordance with Section 9.1(3).

"**ALX/VNO Transfer**" has the meaning assigned in Section 9.1(3).

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to Borrower or its Affiliates from time to time concerning or relating to bribery or corruption.

"**Anti-Terrorism Order**" means Executive Order No. 13224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism).

"**Appraisal**" means an "as-is" appraisal prepared by an Appraiser, which appraisal must be (i) prepared in accordance with the Uniform Standards of Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation and (ii) reviewed as to form and content and approved by the Capital Event Refinancing Lender, in its reasonable judgment.

"**Appraiser**" means a "state certified general appraiser" as such term is defined and construed under applicable regulations and guidelines issued pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, which appraiser must have been licensed and certified by the applicable Governmental Authority having jurisdiction in the State, and which appraiser shall have been directly engaged by the Capital Event Refinancing Lender or its agent.

"**Assignment and Assumption**" means an Assignment and Assumption, duly executed by the parties thereto, in substantially the form of Exhibit D hereto and consented to by (if and to the extent applicable) Administrative Agent and Borrower in accordance with Section 12.23(2).

"**Assignment of Leases and Rents**" means that certain Assignment of Leases and Rents, dated as of the Original Closing Date, executed by Borrower in favor of Administrative Agent for the benefit of the Lenders, as the same may be modified, amended and/or supplemented and in effect from time to time.

"**Assignments of Management Agreement**" means, that certain Assignment of Management Agreement and Subordination of Management Fees, dated as of the Original Closing Date, by Borrower in favor of Administrative Agent (on behalf of the Lenders) and consented to by the Manager as same may be modified, amended and/or supplemented and in effect from time to time.

"**Available Cash**" means, for any Accrual Period, the excess of (a) Revenues for such period over (b) Expenditures for such period. Borrower may make adjustments to Available Cash for any Accrual Period insofar as estimated Revenues or estimated Expenditures for a prior Accrual Period did not reflect actual Revenues or Expenditures.

"**Award**" means any compensation paid by any Governmental Authority to Borrower in connection with a Condemnation in respect of all or any part of the Project.

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended from time to time and any successor statute thereto.

"**Bankruptcy Event**" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts

within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"**Bloomberg Lease**" means that certain Agreement of Lease, dated as of April 30, 2001, between Seven Thirty One Limited Partnership, as landlord, and Bloomberg L.P., as tenant, as the same may be amended from time to time.

"**BNY**" has the meaning assigned in Recital C.

"**BNY Existing Senior Note**" has the meaning assigned in Section 2.1.

"**BNY Original Note**" has the meaning assigned in Recital C.

"**BOV**" has the meaning assigned in Section 15.3(2).

"**Broad Affiliate**" shall mean any Person that (a) is an Affiliate of Borrower, (b) owns, directly or indirectly, in the aggregate, more than ten percent (10%) of the beneficial ownership interests of Borrower, (c) owns, directly or indirectly, in the aggregate, more than ten percent (10%) of the beneficial ownership interests of Senior Lender; provided that this clause (c) shall not apply to any purchaser at the foreclosure of a pledge or collateral assignment of the Senior Loan permitted pursuant to Section 5 of the Recognition Agreement (or an assignee in lieu of such foreclosure) or (d) owns, directly or indirectly, in the aggregate, more than ten percent (10%) of the beneficial ownership interests of Intermediate Lender; provided that this clause (d) shall not apply to any purchaser at the foreclosure of a pledge or collateral assignment of the Intermediate Loan permitted pursuant to Section 5 of the Recognition Agreement (or an assignee in lieu of such foreclosure).

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"**Business Organization Documents**" means, with respect to any Person, (i) in the case of a partnership, the certificate of partnership and the partnership agreement of such Person, (ii) in the case of a corporation, the articles or certificate of incorporation and the bylaws of such Person, and (iii) in the case of a limited liability company, the certificate of formation or articles of organization, as the case may be, and operating agreement of such Person.

"**Bylaws**" shall mean those certain "Bylaws" annexed as an exhibit to the Condominium Declaration providing for the operation of the Condominium, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"**Capital Event Refinancing**" means a refinancing of the Project by one or more Capital Event Refinancing Lenders, provided that, unless the proceeds of such refinancing shall

result in the Loans (including, for the avoidance of doubt, the Junior Loans) being repaid in full, then such refinancing may be effected only from and after the third anniversary of the Effective Date and prior to such third anniversary, shall be prohibited hereunder (and shall not constitute a Capital Event Refinancing) without the consent of the Administrative Agent and each of the Lenders.

"**Capital Event Refinancing Lender**" means any of

(i) a commercial bank organized under the laws of the United States or any state thereof,

(ii) a commercial bank organized under the laws of any other country which is a member of the Organization of Economic Cooperation and Development ("**OECD**"), or a political subdivision of any such country;

(iii) a life insurance company organized under the laws of any state of the United States, or organized under the laws of any country and licensed as a life insurer by any state within the United States;

(iv) an investment banking company, trust company, commercial credit corporation, pension plan, pension fund, pension advisory firm, mutual fund, sovereign wealth fund or other government entity or plan; a real estate company or real estate investment trust; an investment fund, limited liability company, limited partnership or general partnership; or an institution or organization substantially similar to any of the foregoing; and

(v) an entity, directly or indirectly, controlled and at least 51% owned by any one or more of the Persons described in any of clauses (i) through (iv) of this definition above;

provided that (A) a Person described in clause (iv) must also be regularly engaged in the business of making commercial real estate loans or have as its general partner or manager, directly or indirectly, a Person that either is regularly engaged in the business of making commercial real estate loans or regularly acts as a general partner or manager for Persons making commercial real estate loans and (B) in no event may a Person described in any of clauses (i) through (iv) of this definition above be Borrower or a Broad Affiliate of Borrower.

"**Capital Event Refinancing Valuation**" means the amount determined in accordance with Section 15.3.

"**Capital Event Sale**" means the (a) sale of the Project, including a foreclosure sale of the Property (but excluding from this clause (a) a sale (or other transfer) permitted under Section 9.1(2)) or (b) (i) the sale of more than 50% of the direct or indirect ownership interests in Borrower or (ii) a sale of direct or indirect ownership interests in Borrower (including through the issuance of additional interests), in each of cases (i) and (ii), as a result of which ALX no

longer Controls Borrower (but excluding from this clause (b) any transaction permitted under Section 9.1(3)), provided that (x) if the purchaser in any such sale of the Project (other than a foreclosure sale) under clause (a), or sale or issuance under clause (b), is Borrower or an Affiliate of Borrower, then Borrower shall have complied with Section 15.4, and (y) with respect to a sale or issuance described in clause (b) of this definition above, unless the proceeds thereof shall result in the Loans (including, for the avoidance of doubt, the Junior Loans) being repaid in full, such sale shall be prohibited hereunder (and shall not constitute a Capital Event Sale) without the consent of the Administrative Agent and each of the Lenders.

"**Capital Event Transaction**" means either a Capital Event Sale or a Capital Event Refinancing.

"**Capital Event Transaction Notice**" means a written notice to be delivered to Administrative Agent by Borrower no less than thirty (30) days in advance of a proposed Capital Event Transaction, which shall specify the type of Capital Event Transaction desired and the desired closing date of the Capital Event Transaction.

"**Capital Event Transaction Proceeds**" means: (i) in connection with a Capital Event Sale, an amount equal to the gross purchase price paid pursuant to the contract of sale by the purchaser in connection with the Capital Event Sale minus the reasonable actual and direct closing costs paid by Borrower, including brokerage fees, transfer taxes and other costs payable by Borrower as seller, and reasonable attorneys' fees and disbursements; and (ii) in connection with a Capital Event Refinancing, an amount equal to the Capital Event Refinancing Valuation minus 4.0% of the Capital Event Refinancing Valuation (such 4.0% being the sum of (x) 3.275% of transfer taxes that would be payable in a sale transaction of the Project at the Capital Event Refinancing Valuation by a seller, that becomes effective after the Effective Date, and (y) a 0.725% brokerage fee that would be payable in such sale), provided that such 4.0% shall be increased or decreased, as applicable, if at the time of the refinancing the amount of transfer taxes that would be payable in such a theoretical sale would be less or more than 3.275%. In the event any Affiliate of Borrower is entitled to an advisory fee or any other payment in respect of a Capital Event Sale (other than reimbursement of reasonable actual out-of-pocket costs paid by such Affiliate to an unaffiliated third party), for purposes of determining the amount, if any, to which the Junior Lenders are entitled pursuant to Section 15.6, such fee or other payment to any Borrower Affiliate shall be disregarded.

"**Casualty**" has the meaning specified in Section 3.3(a).

"**Casualty Consultant**" has the meaning assigned to such term in Section 3.2(2)(c).

"**Casualty Retainage**" has the meaning assigned to such term in Section 3.2(2)(d).

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Common Elements**" shall have the meaning set forth in the Condominium Documents.

"**Condemnation**" means a temporary or permanent taking by any Governmental Authority as the result or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain, of all or any part of the Project, or any interest therein or right accruing thereto, including any right of access thereto or any change of grade affecting the Project or any part thereof.

"**Condemnation Proceeds**" has the meaning assigned to such term in Section 3.2(2).

"**Condominium**" shall mean the condominium regime created pursuant to the Condominium Documents, including, without limitation, all Common Elements and Units, and commonly known as the Beacon Court Condominium located at 731 Lexington Avenue, New York, New York.

"**Condominium Act**" shall mean the provisions of Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time, and all regulations with respect thereto, now or hereafter promulgated.

"**Condominium Board**" shall mean, collectively, (A) the "Condominium Board" (as described in the Condominium Declaration) managing the Condominium by virtue of the Condominium Act, and the Condominium Documents, on behalf of all the owners of the Units comprising the Condominium, and (B) the "Retail Board" (as described in the Condominium Declaration) managing the "Retail Units" (as described in the Condominium Documents) on behalf of the owners of the Retail Units.

"**Condominium Charges**" shall mean all common charges, special assessments, operating costs and other amounts imposed on the Project and/or Borrower pursuant to the Condominium Documents.

"**Condominium Declaration**" shall mean that certain Amended and Restated Declaration of Beacon Court Condominium made under the Condominium Act dated as of February 8, 2005, and recorded on March 9, 2005 in the Office of the City Register of The City of New York, County of New York, in CRFN 2005 0000139245 as the same may hereafter from time to time be modified, amended, restated, replaced or supplemented.

"**Condominium Documents**" shall mean, collectively, one or more or all of the Condominium Declaration, the Bylaws and the Tax Lot Documents, as the context may require.

"**Condominium Proxy**" shall mean the irrevocable proxy given by Borrower to Administrative Agent in connection with the Loan.

"**Control**" means, with respect to any Person, the ability to direct the management of such Person, whether by contract, voting rights or otherwise, and Control shall not be deemed absent solely because a non-managing member, partner or shareholder shall have veto rights with respect to major decisions.

"**De Minimis Amounts**" has the meaning assigned to such term m the Environmental Indemnity.

"**Debt**" means, for any Person, without duplication: (a) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its assets is liable (other than trade payables incurred in the ordinary course of business), (b) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility, (c) all amounts required to be paid by such Person as a guaranteed payment to partners, members (or other equity holders) or a preferred or special dividend, including any mandatory redemption of shares or interests, (d) all indebtedness guaranteed by such Person, directly or indirectly, (e) all obligations under leases that constitute capital leases for which such Person is liable, and (f) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

"**Default Rate**" means a rate per annum equal to ten percent (10%) per annum; provided, however, that in no event shall the Default Rate exceed the maximum rate allowed by applicable law.

"**Dollars**" and "**$**" means lawful money of the United States of America.

"**Effective Date**" means December 23, 2025.

"**Environmental Claim**" has the meaning assigned in Section 5.1(1).

"**Environmental Indemnity**" means that certain Environmental Indemnity Agreement, dated as of August 5, 2015, executed by Borrower in favor of resigning Administrative Agent and each of the Lenders, as the same may be modified, amended and/or supplemented and in effect from time to time.

"**Environmental Laws**" has the meaning assigned in Section 5.1(2).

"**Environmental Liens**" has the meaning assigned in Section 5.3(4).

"**Environmental Loss**" has the meaning assigned in Section 5.1(4).

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute.

"**Event of Default**" has the meaning assigned in Article 10.

"**Existing Leases**" means all Leases in effect as of the Effective Date.

"**Existing Senior Note**" and/or "**Existing Senior Notes**" has the meaning assigned in Section 2.1

"**Expenditures**" means, for any Accrual Period, the total gross expenditures by or on behalf of Borrower reasonably relating to the ownership, maintenance, management, renovation, leasing, operations, sale, financing or refinancing of the Project and the operations of Borrower, including (a) all cash operating expenses, (b) all deposits, if any, of Revenues to Borrower's reserve accounts held by the Administrative Agent or other Reserves established by Borrower, (c) tenant improvements, landlord's work, tenant allowances, brokerage commissions, leasing overrides, takeover expenses and other leasing costs, (d) leasing marketing costs, the costs of white-boxing and other non-lease specific costs in an attempt to lease space at the Project, (e) expenditures treated as capital expenditures under GAAP and (f) all other expenditures related to any acquisition, sale, lease, disposition, financing or refinancing of the Project.

"**Fitch**" means Fitch, Inc.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statement by such other entity as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as to the date of determination, consistently applied.

"**General Assignment**" means that certain Assignment of Management, Maintenance, Service, Operating, Brokerage and Leasing Contracts, Property Rights, Permits and other Property Agreements dated as of the Original Closing Date, executed by Borrower in favor of Administrative Agent for the benefit of the Lenders, as the same may be modified, amended and/or supplemented and in effect from time to time.

"**Governmental Authority**" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising

executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"**Hazardous Materials**" has the meaning assigned in Section 5.1.

"**Improvements**" means all buildings, structures and other improvements presently existing or hereafter constructed on or in the Project.

"**Indebtedness**" means all indebtedness, obligations and liabilities of Borrower arising under the Notes, this Agreement or any other Loan Document and any renewals, extensions, amendments or modifications thereof, and any and all other amounts payable by Borrower under the Notes, this Agreement or any other Loan Document.

"**Independent Manager**" means a natural person who is not and will not be while serving and has not been during the five years preceding his or her initial appointment to such position any of the following: (a) a shareholder (or other equity owner) of, or an officer, director (other than in its capacity as Independent Manager), partner, member or employee of, the entity which is required under this Agreement to be a Single Purpose Entity or any of its respective shareholders, partners, members, subsidiaries or Affiliates (other than a nationally recognized company that routinely provides professional independent managers or directors and that also provides lien search and other similar services to such entity or any of its equityholders or Affiliates in the ordinary course of business, it being hereby acknowledged and agreed that CT Corporation Staffing, Inc. satisfies such criteria), (b) a customer of, or supplier to, or other Person who derives any of its purchases or revenues from its activities with, such entity or any of its respective shareholders, partners, members, subsidiaries or Affiliates, (c) a Person who Controls or is under common Control with any such shareholder, officer, director, partner, member, employee supplier, customer or other Person, or (d) a member of the immediate family of any such shareholder, officer, director, partner, member, employee, supplier, customer or other Person. A natural person who satisfies the foregoing definition other than clause (b) above shall not be disqualified from serving as an Independent Manager of such entity because of fees collected for serving as such if such individual is an independent director provided by a nationally recognized company that provides professional independent directors and managers, it being hereby acknowledged and agreed that CT Corporation Staffing, Inc. satisfies such criteria. Any resignation, removal or replacement of any Independent Manager shall not be effective without (i) prior written notice to Administrative Agent (which such prior written notice must be given on the earlier of five (5) days or three (3) Business Days prior to the applicable resignation, removal or replacement) and (ii) evidence that such Independent Manager has been replaced with a new Independent Manager satisfying the requirements set forth above (which such evidence must accompany such notice to Administrative Agent).

"**Insurance Proceeds**" has the meaning assigned to such term in Section 3.2(2).

"**Intermediate Lender**" means ALX Rego Holdings LLC, and its successors and assigns under the Intermediate Loan Agreement.

"**Intermediate Loan**" means the loans funded and other indebtedness owed by Borrower pursuant to the Intermediate Loan Agreement.

"**Intermediate Loan Agreement**" means that certain Intermediate Loan Agreement, dated as of the Effective Date, between Borrower and Intermediate Lender.

"**JPM**" has the meaning assigned in Recital C.

"**JPM Existing Senior Note**" has the meaning assigned in Section 2.1.

"**JPM Original Note**" has the meaning assigned in Recital C.

"**Junior Lender(s)**" means the holder(s) of the Junior Notes from time to time (and at any time as there shall be more than one Junior Lender, any approval, consent or other decision or action required or permitted to be taken by or at the direction of the Junior Lenders hereunder shall be made or taken in accordance with the decision of 66.7% percent of the Junior Lenders, based on their respective Junior Notes principal balances).

"**Junior Loan**" means the portion of the Loan evidenced by the Junior Note.

"**Junior Notes**" means, collectively, Junior Note 1, Junior Note 2, Junior Note 3 and Junior Note 4.

"**Junior Note 1**" has the meaning assigned in Section 2.1.

"**Junior Note 2**" has the meaning assigned in Section 2.1.

"**Junior Note 3**" has the meaning assigned in Section 2.1.

"**Junior Note 4**" has the meaning assigned in Section 2.1.

"**LBBW**" has the meaning assigned in Recital C.

"**LBBW Existing Senior Note**" has the meaning assigned in Section 2.1.

"**LBBW Original Note**" has the meaning assigned in Recital C.

"**Lease**" means any lease, sublease, license or other agreement between Borrower (or its predecessors) and a Lessee (or its predecessors), now or hereafter existing, under the terms of which such Lessee other than Borrower has or acquires any right to occupancy or use of the Project, or any part thereof, or interest therein, together with any and all extensions, renewals,

modifications and replacements thereof, and all guarantees of such Lessee's obligations thereunder, whether now in existence or hereafter arising.

"**Lender Reply Period**" has the meaning assigned to such term in Section 14.9.

"**Lessee**" means the lessee, sublessee, licensee, tenant or other person having the right to occupy or use all or any part of the Project under a Lease.

"**Licenses**" has the meaning assigned in Section 7.20.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit or preferential arrangement, encumbrance, lien (statutory or other), or other security agreement or security interest of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement and any capital or financing lease having substantially the same economic effect as any of the foregoing.

"**Loan**" means the "Loan" as defined in the Recitals, comprising the Senior Loan and the Junior Loan, and all other amounts evidenced or secured by the Loan Documents.

"**Loan Amount**" means $300,000,000.00.

"**Loan Documents**" means (a) this Agreement, (b) the Notes, (c) the Mortgage, (d) the Assignment of Leases and Rents, (e) the General Assignment, (f) the Security Agreement, (g) the Assignments of Management Agreement, (h) the Environmental Indemnity, (i) Uniform Commercial Code financing statements, (j) the Assignment/Gap Documents, (k) the Recognition Agreement, (l) all other agreements or instruments executed by or on behalf of Borrower or ALX in favor of Administrative Agent (for the benefit of the Lenders) and/or the Lenders evidencing, securing, governing or otherwise pertaining to the Loans, and (m) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Management Agreement**" means, individually or collectively as the context may require, Management Agreement (Commercial) and Management Agreement (Retail).

"**Management Agreement (Commercial)**" means, that certain Management Agreement, dated as of the Original Closing Date, between Manager and Borrower with respect to the management of the restaurant portion of the Project by the Manager together with any management agreements entered into with future Managers in accordance with the terms of this Agreement.

"**Management Agreement (Retail)**" means, that certain Management Agreement dated as of July 6, 2003 between Manager and Borrower with respect to the management of the retail portion of the Project by the Manager together with any management agreements entered into with future Managers in accordance with the terms of this Agreement.

"**Manager**" means Alexander's Management LLC, which is the manager of the Project under the Management Agreements, together with any successor property managers appointed for the Project in accordance with the terms of this Agreement.

"**Material Adverse Effect**" means a material adverse effect, as reasonably determined by Administrative Agent, on: (a) the financial condition and/or operations of (i) the Project, or (ii) the Borrower; or (b) the value of the Project; or (c) the status of title to, or the lien of the Mortgage upon, the Project.

"**Maturity Date**" means the earlier of (a) December 23, 2035 and (b) any earlier date on which all of the Loans are required to be paid in full, by acceleration or otherwise, under this Agreement or any of the other Loan Documents.

"**Moody's**" means Moody's Investors Service, Inc.

"**Mortgage**" means the Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 14, 2020, as amended by the Mortgage Amendment, covering the Project, and any further amendments, modifications, renewals, substitutions, consolidations, severances and replacements thereof.

"**Mortgage Amendment**" means the First Amendment to the Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the Effective Date, amending the Mortgage.

"**Mortgaged Property**" has the meaning assigned thereto in the Mortgage.

"**Multi-Asset Person**" has the meaning assigned in Section 9.1(3).

"**Net Operating Income**" means the amount by which Operating Revenues exceed Operating Expenses.

"**Net Proceeds**" has the meaning assigned to such term in Section 3.2(2).

"**Net Proceeds Deficiency**" has the meaning assigned to such term in Section 3.2(f).

"**New Lease**" has the meaning assigned in Schedule 2.

"**Note**" means, individually or collectively, as applicable, (i) the Senior Note, in respect of the Senior Loan, and (ii) the Junior Notes, in respect of the Junior Loan, as each such Note may be amended, restated, replaced, severed, supplemented or otherwise modified from time to time.

"**Obligor**" has the meaning assigned in Section 17.1.

"**Operating Expenses**" means with respect to the period in question, all expenses actually incurred by Borrower during such period in connection with the operation, management, maintenance, repair and use of the Project, as determined on an accrual basis, and except as otherwise set forth in this definition, in accordance with GAAP. Operating Expenses shall include (x) property management fees in an amount not to exceed the greater of (a) two percent (2%) of Gross Revenues for such period and (b) the actual amounts payable under the Management Agreement for such period and (y) reserves in an annualized amount equal to $0.25 per rentable square foot of the Project. Operating Expenses shall not include (i) any leasing costs, such as leasing commissions, tenant allowances and attorneys' fees, (ii) any expenditure that is required to be capitalized under GAAP, (iii) depreciation and amortization, (iv) income taxes or other impositions in the nature of income taxes, (v) costs related to obtaining or refinancing the Loans, transferring of all or any part of the Project or obtaining Insurance Proceeds or Condemnation Proceeds, (vi) debt service in respect of the Loans, (vii) any expense paid directly by any tenant (unless such expense is an obligation of Borrower) or any Person other than Borrower, (viii) payments from or to any reserve account, and (ix) any items of expense which would be considered an "Operating Expense" pursuant to the provisions above, but is paid directly by a Lessee.

"**Operating Revenues**" means with respect to the period in question, all actual revenues of Borrower during such period from the use, ownership and operation of the Project. Operating Revenues shall include (a) all Rents and other amounts payable as Rent to Borrower by any Lessee under a Permitted Lease, including the rental revenue and expense recoveries recognized on a GAAP basis from tenants under Permitted Leases (excluding any adjustment for straight-line rent), and any license agreements, occupancy agreements, concession agreements or other agreements related to the Project, (b) business interruption or rent insurance proceeds to the extent allocable to the applicable period and (c) any and all other amounts which in accordance with GAAP are included in Borrower's annual financial statements as operating income attributable to the Project. Operating Revenues shall not include (i) any Insurance Proceeds or Condemnation Proceeds (other than business interruption or rent insurance proceeds and only to the extent allocable to the applicable period), (ii) any item of income otherwise includable in Operating Revenue but paid directly to a Person other than Borrower, provided that such item of income is for the payment of an expense and such expense is otherwise excluded from the definition of Operating Expenses above, (iii) security deposits received from Lessees, until applied in accordance with the terms of the related Lease, (iv) Rents from a Lessee under any Lease which is not a Permitted Lease, (v) termination payments paid under any Lease in connection with the termination thereof (except to the extent applied on a pro rata basis over the non-terminable portion of the Lease term) and (vi) refunds of income taxes or of any other impositions in the nature of income taxes.

"**Original Loan Agreement**" has the meaning assigned in Recital A.

"**Original Closing Date**" means September 4, 2015.

"**Otherwise Rated Insurer**" shall have the meaning assigned in Section 3.1(2).

"**Participant**" has the meaning assigned in Section 12.23(3).

"**Payment Date**" means the fifth (5^{th}) day of each calendar month.

"**Permitted Encumbrances**" means (a) Liens and security interests granted pursuant to the Loan Documents, (b) the items set forth on Schedule B of the Title Policy, (c) any Lien, if any, for Property Taxes which are not yet due or delinquent or are the subject of a permitted contest pursuant to this Agreement, (d) statutory liens for labor or materials filed against the Project that are the subject of a permitted contest pursuant to this Agreement, (e) any easements, restrictions, covenants, reservations and rights-of-ways granted by Borrower after the Original Closing Date in accordance with Section 9.1(4), (f) the Condominium Documents, (g) any Lien filed against equipment leased pursuant to equipment leases permitted under this Agreement, (h) Permitted Leases and (i) subordination, non-disturbance and attornment agreements executed by Administrative Agent with respect to Permitted Leases; and (j) the Option (as defined in the Bloomberg Lease) in favor of the tenant as set forth in Article 36 of the Bloomberg Lease (a true and complete copy of which Borrower represents it has delivered to the Administrative Agent).

"**Permitted Leases**" means, collectively, (i) the Existing Leases and (ii) any other Lease entered into after the Original Closing Date which is approved or deemed approved by Administrative Agent in accordance with the terms of this Agreement.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"**Policy**" shall have the meaning assigned in Section 3.1(2).

"**Potential Default**" means the occurrence of any event or condition which, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"**Prohibited Person**" means any Person:

(a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**");

(b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(c) with whom any Lender or Borrower is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

(d) who is known to Borrower to commit, threaten or conspire to commit or support "terrorism", as defined in the Executive Order;

(e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov.ofac/tiisdn.pdf or at any replacement website or other replacement official publication of such list; or

(f) who is known to Borrower to be an Affiliate of or affiliated with a Person listed above.

"**Project**" means the real property described in Exhibit A and all buildings and other improvements now or hereafter located thereon constituting Retail Unit 1 (Tax Lot 1001) and Retail Unit 2 (Tax Lot 1209) together with the appurtenant interest in the Common Elements of the Beacon Court Condominium located at 731 Lexington Avenue, New York, New York, containing as of the Effective Date approximately 161,000 net rentable square feet of space, and all related facilities, amenities, fixtures, and personal property owned by Borrower.

"**Property Taxes**" has the meaning assigned to such term in Section 9.2(1).

"**Qualified Letter of Credit**" means an irrevocable standby letter of credit in form and substance reasonably satisfactory to Administrative Agent from a bank that satisfies the Rating Criteria. If at any time after the delivery to Administrative Agent of a Qualified Letter of Credit the issuer of such Qualified Letter of Credit shall no longer satisfy the Rating Criteria, Borrower shall, within ten (10) Business Days after request from Administrative Agent, either (i) cause a replacement Qualified Letter of Credit with a bank satisfying the Rating Criteria to be delivered to Administrative Agent or (ii) deposit cash or other security reasonably acceptable to Administrative Agent with Administrative Agent, in the stated amount of such Qualified Letter of Credit.

"**Qualified Manager**" means either (i) ALX, VRLP or an Affiliate of ALX or VRLP or (ii) a reputable property manager with not less than five (5) years' experience managing properties similar in class and size to the Project in New York City or a similar metropolitan area which is reasonably acceptable to Administrative Agent.

"**Rating Criteria**" with respect to any Person shall mean that (i) the short-term unsecured debt obligations or commercial paper of which are rated at least A-1 by S&P, P-1 by Moody's and F-1 by Fitch, if deposits are held in the account for a period of less than 30 days or (ii) the long-term unsecured debt obligations of which are rated at least "A" by S&P and Fitch and "A2" by Moody's, if deposits are held in the account for a period of 30 days or more.

"**Recognition Agreement**" means that certain Recognition and Subordination Agreement, dated as of the Effective Date, among Administrative Agent, Senior Lender, the Junior Lenders and the Intermediate Lender.

"**REIT**" means Vornado Realty Trust, a Maryland real estate investment trust, together with its successors by merger, consolidation or transfer of all or substantially all of its assets in accordance with Section 9.1(3).

"**Related Entity**" means, as to any Person, (a) any Affiliate of such Person; (b) any other Person into which, or with which, such Person is merged, consolidated or reorganized, or which is otherwise a successor to such Person by operation of law, or which acquires all or substantially all of the assets of such Person; (c) any other Person which is a successor to the business operations of such Person and engages in substantially the same activities; or (d) any Affiliate of the Persons described in clauses (b) and (c) of this definition.

"**Related Parties**" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"**Released Party**" and/or "**Released Parties**" has the meaning assigned in Section 17.1.

"**Rent**" means the rents, additional rents and other consideration payable to Borrower by the Lessee under the terms of a Lease.

"**Responsible Person**" means, with respect to any Person, the chief financial officer or controller of such Person (or its parent company) or any other officer of such Person (or its parent company) reasonably acceptable to Administrative Agent.

"**Restoration**" means the repair and restoration of the Project after a Casualty or Condemnation to be at least equal in general utility and quality to the condition the Project was in immediately prior to such Casualty or Condemnation (subject to any restrictions on Borrower's ability to do so imposed by any applicable law), with such alterations as may be approved by Administrative Agent (to the extent such approval is required under the terms of this Agreement), such approval not to be unreasonably withheld, delayed or conditioned.

"**Restricted Payment**" means, as to Borrower, (i) any dividend or other distribution, direct or indirect, on account of any shares of capital stock or other equity interest in Borrower now or hereafter outstanding, including, without limitation, any distribution to Sole Member, whether in cash or otherwise, or (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition, direct or indirect, of any shares of any class of capital stock or other equity interest in Borrower now or hereafter outstanding.

"**Revenues**" means, for any Accrual Period, the total gross revenues received by Borrower from or in respect of the Project during such Accrual Period, including all receipts of Borrower from (a) cash concessions to Borrower, (b) rent or business interruption insurance, and casualty and liability insurance, if any, (c) funds made available to the extent such funds are withdrawn from Borrower's reserves and deposited into Borrower's operating accounts or otherwise used for the payment of Expenditures, and (d) other revenues and receipts realized by Borrower from or in respect of the Project, other than the proceeds of the Intermediate Loan and any equity contributed to Borrower.

"**Sales Broker**" has the meaning assigned in Section 15.4.

"**Sanctioned Country**" means, at any time, a country or territory which is itself the subject or target of any Sanctions.

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) an Affiliate of any such Person.

"**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

"**S&P**" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"**Security Agreement**" means that certain UCC Security Agreement dated as of the Original Closing Date, executed by Borrower in favor of Administrative Agent for the benefit of the Lenders, as the same may be modified, amended and/or supplemented and in effect from time to time.

"**Security Documents**" means collectively, the Mortgage, the Assignment of Leases and Rents, the General Assignment, the Security Agreement and all Uniform Commercial Code financing statements required by this Agreement, the Mortgage, the Assignment of Leases and Rents, the General Assignment or the Security Agreement to be filed with respect to the applicable security interests.

"**Senior Lender(s)**" means the holder(s) of the Senior Notes from time to time (and at such time as there shall be more than one Senior Lender, any approval, consent or other decision or action required or permitted to be taken by or at the direction of the Senior Lender hereunder shall be made or taken in accordance with the decision of 66.7% percent of the Senior Lenders, based on their respective Senior Note principal balances).

"**Senior Loan**" means the portion of the Loan evidenced by the Senior Note.

"**Senior Note**" means the Senior Note 1, in the principal amount of $132,500,000.00 and in the form attached hereto as Exhibit B, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time.

"**Single Purpose Entity**" means a corporation, limited partnership or limited liability company which at all times on and after the Original Closing Date, unless otherwise approved in. writing by Administrative Agent (it being agreed that "Loans" as defined herein and as defined prior to the Effective Date):

(a) is organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing, financing and operating the Project and, in the case of 731 Commercial, owning, managing and disposing of the limited liability company interests in 731 Retail and 731 Restaurant LLC, a Delaware limited liability company ("**Restaurant LLC**") and transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(b) is not engaged and will not engage in any business unrelated to the purposes described in clause (a) above;

(c) does not own and will not own any assets other than those related to the purposes described in clause (a) above;

(d) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of partnership or membership interests (if such entity is a general partner in a limited partnership or a member in a limited liability company), except as expressly permitted pursuant to Section 9.1, or any amendment of its articles of incorporation, bylaws, limited partnership certificate, limited partnership agreement, articles of organization, certificate of formation or operating agreement (as applicable) with respect to the matters set forth in this definition;

(e) if such entity is (i) a limited liability company, has articles of organization, a certificate of formation and/or an operating agreement, as applicable, (ii) a limited partnership, has a certificate of limited partnership and limited partnership agreement, or

(iii) a corporation, has a certificate of incorporation or articles of incorporation, that in each case provide that such entity (a) will not dissolve, merge, liquidate or consolidate; (b) will not sell all or substantially all of its assets or the assets of any other entity in which it has a direct or indirect legal or beneficial ownership interest, except as expressly permitted pursuant to Section 9.1; (c) will not engage in any other business activity, or amend its organizational documents with respect to the matters set forth in this definition, without in each case the consent of Administrative Agent; and (d) shall not file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest or is the direct or indirect general partner or manager without the affirmative vote of all of the members, partners or directors (as applicable) of the entity;

(f) is and will remain (to the extent cash flow from the Project is sufficient to pay all Borrower expenses) solvent and pay its debts and liability (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and is maintaining and will maintain (to the extent cash flow from the Project is sufficient to pay all Borrower expenses) adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; provided that nothing in the foregoing shall require the direct or indirect owners of Borrower to make capital contributions to Borrower;

(g) has maintained and will maintain its accounts, books and records separate from any other Person; provided, however, that (A) Borrower's financial position, assets, results of operations and cash flows may be included in a consolidated financial statement of an Affiliate of Borrower, provided that (i) any such consolidated financial statement of an Affiliate of Borrower contains a note indicating that Borrower and its Affiliates are separate legal entities (or a similar statement is contained in such Affiliate's Securities and Exchange Commission 10-K filings) and it is such Affiliate' s practice to deliver its financial statements together with such filings and (ii) such assets shall be listed on Borrower's own separate balance sheet and (B) all amounts paid to Borrower may be deposited into a centralized cash management account (controlled by an Affiliate of Borrower as an agent) on behalf of Borrower and various other entities that are Affiliates of Borrower, as and when received, provided that all amounts deposited into such centralized account for the benefit of Borrower are clearly segregated, for accounting purposes, from the revenues and expenses of all other Persons;

(h) except as described in clause (g) above, has not commingled and will not commingle its funds or assets with those of any other Person;

(i) except as described in clause (g) above, has held and will hold its assets in its own name;

(j) has not incurred and will not incur any Debt other than (a) the Loans and other Indebtedness, (b) the Intermediate Loan and amounts owing under the Intermediate Loan Documents, (c) trade and operational debt which is (i) incurred in the ordinary course of business, (ii) not secured by a Lien on the Project, (iii) not more than sixty (60) days past due (except where Borrower shall be disputing the same promptly, diligently and in good faith) and (iv) not evidenced by a note, and (d) amounts due under equipment leases (treated as capital leases in accordance with GAAP), provided that at all times during the term of the Loans, the maximum amount outstanding under the equipment leases described under clause (d) and the items described under clause (c) of this subsection (j) shall not exceed, in the aggregate, $5,000,000, provided further that such amount shall not include any amounts incurred by Borrower in connection with (x) capital expenditures or (y) tenant improvement work or leasing commissions. No Debt of the Borrower, other than the Loans and the equipment leases permitted hereunder, may be secured (subordinate or pari passu) by the Project;

(k) has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(l) has not and will not acquire obligations or securities of its members or shareholders or any other Affiliate;

(m) except in connection with the Loans, has not pledged and will not pledge its assets for the benefit of any other Person;

(n) has conducted business, held itself out and identified itself and will conduct business, hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by a Person other than an Affiliate of Borrower and not as a division or part of any other Person;

(o) has not and will not have any obligation to indemnify its partners, officers, directors or members, as the case may be, unless such obligation is fully subordinated to the Indebtedness and will not constitute a claim against it in the event that, after payment of the Indebtedness, cash flow is insufficient to pay such obligation;

(p) if such entity is a corporation, it is required to consider the interests of its creditors in connection with all corporate actions;

(q) shall not, without the prior, unanimous affirmative vote of at least two (2) Independent Managers of such entity, (i) petition or otherwise institute bankruptcy, reorganization or insolvency proceedings or otherwise seek any relief under the Bankruptcy Code or any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee,

trustee, sequestrator, custodian or other similar official for the benefit of the creditors of such entity or all or any portion of such entity's properties, (iii) make any assignment for the benefit of creditors, or (iv) take any action in furtherance of any of the foregoing; and

(r) has at least two (2) Independent Managers.

"**Sole Member**" means 731 Commercial Holding LLC, a Delaware limited liability company.

"**State**" means the State of New York.

"**Taxes**" means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Tax Lot Drawings**" refers to the floor plans for the Condominium recorded immediately following the Condominium Declaration on March 9, 2005 as CRFN 2005000139246, as the same may be modified, amended, replaced or supplemented from time to time.

"**Terrorism Premium Limit**" has the meaning assigned to such term in Section 3.1(1).

"**Third Valuation Expert**" has the meaning assigned in Section 15.3(3).

"**Threshold Amount**" means $15,000,000.

"**Title Policy**" means the "Title Policy" as defined in the Original Loan Agreement.

"**Transactions**" means the execution, delivery and performance by Borrower of this Agreement and the other Loan Documents, the borrowing of Loans and the use of the proceeds thereof.

"**Unit**" or "**Units**" shall mean any condominium units created pursuant to the Condominium Documents.

"**Valuation Expert**" shall mean any of Meridian Capital, Newmark, CBRE, Eastdil or JLL or their respective successors.

"**VRLP**" means Vornado Realty L.P., a Delaware limited partnership, together with its successors by merger, consolidation or transfer of all or substantially all of its assets in accordance with Section 9.1(3).

"**WFB**" has the meaning assigned in Recital C.

"**WFB Existing Senior Note**" has the meaning assigned in Section 2.1.

"**WFB Original Note**" has the meaning assigned in Recital C.

Article 2

LOAN TERMS

Section 2.1 The Loans and Notes.

(1) **Loans**. Each Lender had made, and Borrower has borrowed, a Loan in Dollars in a principal amount equal set forth on Schedule 2.1 attached hereto. The Loans have been fully funded.

(2) **Notes**.

(a) **Loan Notes**. The Loan is evidenced by the Notes. Concurrently herewith,

(A) that certain Promissory Note, dated November 19, 2015, in the original principal amount of $91,666,666.67, made by Borrower to JPMorgan Chase Bank, N.A., with an outstanding principal balance as of the Effective Date of $78,571,428.57, is hereby amended and restated in its entirety, and split and severed, into two (2) notes as follows: (i) the first being a Senior Note in the principal amount of $34,702,380.95 (the "**JPM Existing Senior Note**"), which note is being assigned to the Senior Lender pursuant to clause (E) of this Section 2.1(2)(a) and consolidated into the Senior Note as described in clause (F) of this Section 2.1(2)(a), and (ii) the second being a Junior Note, dated the Effective Date, made by Borrower to JPMorgan Chase Bank, N.A., in the principal amount of $43,869,047.62 and in the form attached hereto as Exhibit C (said note, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time, "Junior Note 1");

(B) that certain Promissory Note, dated August 5, 2015, in the original principal amount of $116,666,666.67, made by Borrower to Wells Fargo Bank, N.A., with an outstanding principal balance as of the Effective Date of $100,000,000, is hereby amended and restated in its entirety, and split and severed, into two (2) notes as follows: (i) the first being a Senior Note in the principal amount of $44,166,666.67 (the "**WFB Senior Note**"), which note is being assigned to the Senior Lender pursuant to clause (E) of this Section 2.1(2)(a) and consolidated into the Senior Note described in described in clause (F) of this Section 2.1(2)(a), and (ii) the second being a Junior Note, dated the Effective Date, made by Borrower to Wells Fargo Bank, N.A., in the principal amount of $55,833,333.33 and in the form attached hereto as Exhibit C (said note, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time, "Junior Note 2");

(C) that certain Promissory Note, dated November 19, 2015, in the original principal amount of $91,666,666.67, made by Borrower to Landesbank Baden-Württemberg, New York Branch, with an outstanding principal balance as of the Effective Date of $78,571,428.57, is hereby amended and restated in its entirety, and split and severed, into two (2) notes as follows: (i) the first being a Senior Note in the principal amount of $34,702,380.95 (the "**LBBW Senior Note**"), which note is being assigned to the Senior Lender pursuant to clause (E) of this Section 2.1(2)(a) and consolidated into the Senior Note described in clause (F) of this Section 2.1(2)(a), and (ii) the second being a Junior Note, dated the Effective Date, made by Borrower to Landesbank Baden-Württemberg, New York Branch, in the principal amount of $43,869,047.62 and in the form attached hereto as Exhibit C (said note, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time, "Junior Note 3");

(D) that certain Promissory Note, dated November 19, 2015, in the original principal amount of $50,000,000.00, made by Borrower to The Bank of New York Mellon, with an outstanding principal balance as of the Effective Date of $42,857,142.86, is hereby amended and restated in its entirety, and split and severed, into two (2) notes as follows: (i) the first being a Senior Note in the principal amount of $18,928,571.43 (the "**BNY Senior Note**" and together with JPM Senior Note, the WFB Senior Note and the LBBW Senior Note, the "**Existing Senior Notes**" and each individually an "**Existing Senior Note**"), which note is being assigned to the Senior Lender pursuant to clause (E) of this Section 2.1(2)(a) and consolidated into the Senior Note described in clause (F) of this Section 2.1(2)(a), and (ii) the second being a Junior Note, dated the Effective Date, made by Borrower to The Bank of New York Mellon in the principal amount of $23,928,571.43 and in the form attached hereto as Exhibit C (said note, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time, "Junior Note 4");

(E) For an agreed consideration which is set forth with respect to each Existing Lender on Schedule 2.1.2(a)(E), each Existing Lender hereby irrevocably sells and assigns to Senior Lender, and Senior Lender hereby irrevocably purchases and assumes from the applicable Existing Lender, subject to and in accordance with the terms hereof, as of the date hereof, the applicable Existing Senior Note. Each Existing Lender (on its own behalf and not on behalf of any other Existing Lender) represents and warrants that (x) it is the legal and beneficial owner of the applicable Existing Senior Note, free and clear of any lien, encumbrance or other adverse claim and (y) it has full power and authority, and has taken all action necessary, to consummate the assignment of the applicable Existing Senior Note contemplated by this clause (E); and

(F) Simultaneous with Senior Lender's acquisition of the Existing Senior Notes, the Existing Senior Notes are being consolidated into the Senior Note, dated the Effective Date, made by Borrower to the Senior Lender in the principal amount of $132,500,000 and in the form attached hereto as Exhibit B (said note, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time, the "Senior Note").

(b) Concurrently herewith, Borrower shall deliver to each Lender an executed original of its Note. Promptly after the date hereof, each holder of an Original Note shall

deliver the original of the same to Senior Lender together with an allonge to the order of Senior Lender.

(c) **Substitution, Exchange and Subdivision of Notes**. No Lender shall be entitled to have its Notes substituted or exchanged for any reason, or subdivided for promissory notes of lesser denominations, except in connection with a permitted assignment of all or any portion of such Lender's Loan and Notes pursuant to Section 12.23 (and, if requested by any Lender, Borrower agrees to so substitute or exchange any Notes and enter into note splitter agreements in connection therewith, provided that the foregoing shall be at no cost or expense to Borrower (other than its own expenses incurred in connection therewith and expenses payable by Borrower in accordance with Section 12.5) and shall not result in any increase in Borrower's liabilities or obligations, or any decrease in Borrower's rights, under this Agreement and the other Loan Documents).

(d) **Loss, Theft, Destruction or Mutilation of Notes**. In the event of the loss, theft or destruction of any Note, upon Borrower's receipt of a reasonably satisfactory indemnification agreement executed in favor of Borrower by the holder of such Note, or in the event of the mutilation of any Note, upon the surrender of such mutilated Note by the holder thereof to Borrower, Borrower shall execute and deliver to such holder a new replacement Note in lieu of the lost, stolen, destroyed or mutilated Note.

Section 2.2 Repayment of Loans; Evidence of Debt.

(1) Borrower hereby unconditionally promises to pay to Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Maturity Date, subject to, and in accordance with Section 15.1.

(2) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(3) Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each Lender hereunder and (iii) the amount of any sum received by Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(4) The entries made in the accounts maintained pursuant to subsections (2) or (3) of this Section shall be prima facie evidence (absent manifest error) of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of Borrower to repay the Loans in accordance with the terms of this Agreement.

Section 2.3 Prepayment of Loan.

(1) Borrower shall have the right (a) at any time and from time to prepay the Loan in full and any such prepayment shall be applied in accordance with Section 15.1 and (b) to prepay the Loan in accordance with Section 15.5. With respect to a prepayment of the Loan in full under foregoing clause (a) Borrower shall provide written notification to Administrative Agent by not later than 11:00 a.m., New York City time, two (2) Business Days before the date of prepayment unless waived by Administrative Agent in its sole discretion. Any prepayment notice given to Lender by Borrower pursuant to the preceding sentence may be rescinded by Borrower upon delivery of written notice to Lender. All reasonable out-of-pocket costs and expenses of Administrative Agent and the Lenders in connection with the rescission of such prepayment shall be paid by Borrower promptly after demand (but, for clarity, in no event shall Borrower be liable for any breakage, hedging or other similar costs and expenses that may be incurred by any Lender). Promptly following receipt of any such prepayment notice, Administrative Agent shall advise the Lenders of the contents thereof.

(2) Payments made by Borrower (including payments made on a Payment Date) in excess of amounts due under Section 2.4(a) and other amounts then due and payable hereunder shall be applied in accordance with Section 15.1.

(3) No amounts prepaid or repaid shall be readvanced.

Section 2.4 Interest.

(1) Interest on the Senior Loan shall accrue at 7.00% per annum and shall be due and payable on each Payment Date with respect to the Accrual Period ending on such Payment Date, commencing on the first Payment Date following the Effective Date. Interest accrued and unpaid on the Senior Loan shall compound annually to the extent not paid currently.

(2) Interest on the Junior Loan shall accrue at 4.55% per annum and shall accrue but shall not be due or payable except to the extent provided in Section 15.1 and/or Section 15.6. Interest accrued and unpaid on the Junior Loan shall compound annually to the extent not paid currently.

(3) All payments and other amounts due under the Notes, this Agreement and the other Loan Documents shall be made without any setoff, defense and irrespective of, and without deduction for, counterclaims.

(4) If (x) any principal of or interest on the Loan or any fee or other amount payable by Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, and (y) such failure to pay results in an Event of Default (i.e., any notice or cure periods with respect to such payment have expired), then such overdue amount shall bear interest at the Default Rate from the date such amount was required to have been paid by Borrower.

(5) All interest hereunder shall be computed on the basis of a year of 360 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

Section 2.5 Payments Generally; Pro Rata Treatment.

(1) Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees) prior to 2:00 p.m., New York City time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to Administrative Agent at its offices or pursuant to wire instructions provided by Administrative Agent from time to time. Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable to the next succeeding Business Day. All payments hereunder shall be made in Dollars.

(2) Unless Administrative Agent shall have received notice from Borrower prior to the date on which any payment is due to Administrative Agent for the account of the Lenders that Borrower will not make such payment, Administrative Agent may assume that Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, the amount due. In such event, if Borrower has not in fact made such payment, then each of the Lenders, severally agrees to repay to Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate reasonably determined by Administrative Agent in accordance with banking industry rules on interbank compensation.

(3) If any Lender shall fail to make any payment required to be made by it pursuant to Section 14.13, then Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.6 Withholding Taxes.

Section 2.7 Each Lender represents at all times during the term of this Agreement that it is entitled to receive any payments to be made to it hereunder without the withholding of any tax and will furnish to Borrower such forms, certifications, statements and other documents as Borrower may request from time to time to evidence such Lender's exemption from the withholding of any tax imposed by any jurisdiction or to enable Borrower to comply with any applicable law or regulations relating thereto. Without limiting the effect of the foregoing, if any Lender is not created or organized under the laws of the United States of America or any state thereof, such Lender will furnish to Borrower Form W-8ECI or Form W-8BEN of the United States Internal Revenue Service; or such other forms, certifications, statements or documents, duly executed and completed by such Lender as evidence of such Lender's complete exemption from the withholding of United States tax with respect thereto. Borrower shall not be obligated to

make any payments hereunder to such Lender in respect of any Loan until such Lender shall have furnished to Borrower the requested form, certification, statement or document.

Article 3

INSURANCE AND CONDEMNATION

Section 3.1 Insurance.

(1) Borrower shall obtain and maintain, or cause to be maintained, Policies for Borrower and the Project providing at least the following coverages:

(a)Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury including death, personal injury and property damage and $2,000,000 in the aggregate for the policy period (which insurance shall provide that defense costs are in addition to policy limits), (with deductibles reasonably acceptable to Administrative Agent), and extended to cover: (a) Contractual Liability as provided in the standard Insurance Service Office (ISO) policy form or its equivalent with no exclusions or limitations to contractual liability, (b) Products & Completed Operations coverage, such coverage to apply for two years following completion of construction, (c) waiver of subrogation against all parties named additional insured, (d) severability of interest provision, and (e) Personal Injury & Advertisers Liability;

(b) Automobile Liability including coverage on owned, hired, and non-owned automobiles and other vehicles, if used in connection with the performance of the work, with Bodily Injury and Property Damage limits of not less than $1,000,000 per accident combined single limit, with a waiver of subrogation against all parties named as additional insured;

(c)Umbrella/Excess Liability in excess of Commercial General Liability, Automobile Liability and Employers' Liability coverages which is at least as broad as these underlying policies with a limit of liability of $50,000,000; provided, however, that if aggregate limits are shared with other locations, the amount of such insurance to be provided shall be not less than $100,000,000, with not less than $25,000,000 of such amount reasonably allocable to the Project;

(d) All-Risk Property (Special Cause of Loss) Insurance, including, without limitation, coverage for loss or damage to the Project by fire and other perils including windstorm, earthquake/earth movement and malicious mischief, building ordinance extension endorsement (including cost of demolition, increased costs of construction and the value of the undamaged portion of the building and soft costs coverage), and boiler and machinery coverage (if separate policy, that policy must include loss of rents or business interruption coverage), as specified by Administrative Agent. The policy shall be in an amount not less than the full insurable value on a replacement cost basis of the insured Improvements and personal property related thereto (without deduction for depreciation). During any construction

period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" with no coinsurance requirement and shall contain a provision granting the insured permission to occupy prior to completion. Such policy shall not contain an exclusion for terrorist losses. However, if such an exclusion exists in the All-Risk policy, a separate Terrorism policy covering Certified Acts of Terrorism must be evidenced to Administrative Agent in an amount equal to the full replacement cost of the Improvements, or the outstanding principal amount of the Loans, whichever is less. This policy must also list Administrative Agent as mortgagee and loss payee. Notwithstanding the foregoing, Borrower shall not be required to provide insurance covering Certified Acts of Terrorism in the limits provided above if the premium for such insurance shall exceed the Terrorism Premium Limit, but shall be required to provide such insurance to the extent that the same is available at the Terrorism Premium Limit. As used herein, the term "**Terrorism Premium Limit**" shall mean a premium at a rate of $0.10 per $100 applied to the lesser of (i) the outstanding principal balance of the Loans and (ii) the full replacement cost of the Improvements and personal property related thereto and the required business income value. Borrower may use a captive insurance company (directly or indirectly owned by ALX or VRLP) to insure losses, damages, costs, expenses, claims and liabilities related to acts of terrorism, but only if, and for so long as, (a) such captive insurance company is licensed as a captive insurance company, (b) coverage for any losses resulting from certified acts of terrorism may be subsidized by the United States Government established by the Terrorism Risk Insurance Program Reauthorization Act ("**TRIPRA**") of 2015 and as amended, (c) such captive insurance company shall purchase reinsurance for the remaining balance of covered terrorism losses with insurers meeting the rating requirements provided in Section 3.1(2), (d) such captive insurance company shall be responsible for any deductible below the TRIPRA threshold, (e) Administrative Agent has been provided with the financial statements of such captive insurance company, which financial statements must demonstrate that such captive insurance company shall have the financial wherewithal to meet its obligations under such insurance policy, as determined by the licensing authority of the state where it is domiciled, and (f) such captive insurance company must meet any applicable requirements under TRIPRA;

(e)Workers' Compensation and Employer's Liability Insurance in accordance with the applicable laws of the state in which the work is to be performed or of the state in which Borrower is obligated to pay compensation to employees engaged in the performance of the work. The policy limit under the Employer's Liability Insurance section shall not be less than $1,000,000.00 for any one accident, disease each employee and disease policy limit;

(f) If the Project, or any part thereof, lies within a "special flood hazard area" as designated on maps prepared by the Department of Housing and Urban Development, a National Flood Insurance Association, standard flood insurance policy, plus insurance from a private insurance carrier if necessary and commercially available, for the duration of the Loans in the amount of the full insurable value of the Improvements, or the amount of the Loans, whichever is less;

(g) Rent loss or business interruption insurance against loss of income (including, but not limited to, rent, cost reimbursements and all other amounts payable by tenants under Leases or otherwise derived by Borrower from the operation

of the Project) arising out of damage to or destruction of the Improvements by fire or other peril insured against under each policy. The amount of the policy shall be in the amount equal to one year's projected rentals or gross revenue; and

(h) Such other types and amounts of insurance with respect to the Project and the operation thereof which are commonly maintained and commercially available in the case of other property and buildings similar to the Project in nature, use, location, height, ownership, and type of construction, as may from time to time be reasonably required by Administrative Agent upon not less than ten (10) Business Days' advance notice to Borrower, which insurance may include, without limitation, errors and omissions insurance with respect to the contractors, architects and engineers.

(2) Each insurance policy required hereunder (each a "**Policy**" and collectively, the "**Policies**") shall be issued by an insurance company approved by Administrative Agent, which approval shall not be unreasonably withheld. Administrative Agent acknowledges that an insurance company eligible to do business in the state where the Project is located having a rating of "BBB" or better by S&P or "A-/IX" or better by A.M. Best Co., in Best's Rating Guide shall be acceptable to Administrative Agent, provided, however, that if any insurance required hereunder is provided by a syndicate, then only 60% of the members of the syndicate (or 75% if five (5) or fewer insurance companies comprise the syndicate) must satisfy the foregoing rating requirement. Notwithstanding the foregoing, Borrower shall be permitted to maintain the required insurance policies with insurers that do not meet the foregoing rating requirement (an "**Otherwise Rated Insurer**"), provided that Borrower obtains a so-called "cut-through" endorsement (i.e., an endorsement which permits recovery against the provider of such endorsement) reasonably acceptable to Administrative Agent with respect to an Otherwise Rated Insurer from an insurance company which meets the ratings requirement set forth above.

(3) All Policies shall (i) name the Administrative Agent, as administrative agent, any and all subsidiaries and their successors and/or assigns, as their interests may appear as additional insureds on all liability insurance and as mortgagee and loss payee on All-Risk Property, flood insurance and rent loss or business interruption insurance, (ii) be endorsed to show that Borrower's insurance shall be primary and all insurance carried by Administrative Agent or any Lender is strictly excess and secondary and shall not contribute with Borrower's insurance, (iii) provide that Administrative Agent is to receive thirty (30) days (except ten (10) days for non-payment of premium) written notice prior to cancellation, (iv) be evidenced by a certificate of insurance to be provided to Administrative Agent along with a copy of the Policy for the All-Risk Property coverage within five (5) Business Days after receipt and approval by Borrower, (v) include either policy or binder numbers on the current edition of the appropriate ACORD form or its equivalent, and (vi) be in form and amounts as required herein or otherwise reasonably acceptable to Administrative Agent. Not less than five (5) days prior to the expiration dates of the Policies theretofore furnished to Administrative Agent pursuant to Section 3.1(1), Borrower shall deliver certificates of insurance or binders for renewal Policies accompanied by evidence satisfactory to Administrative Agent of payment of the premiums due as required thereunder.

(4) All Policies provided for in Section 3.1(1) shall contain clauses or endorsements to the effect that:

(i) with respect to property, flood, boiler and machinery, builder's risk and business interruption Policies, no act or negligence of Borrower, or anyone acting for Borrower, or failure to comply with the provisions of any Policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Administrative Agent is concerned;

(ii) each Policy shall not be cancelled without at least 30 days' (except 10 days' for non-payment of premium) written notice to Administrative Agent; and

(iii) Administrative Agent shall not be liable for any insurance premiums thereon or subject to any assessments thereunder.

(5) Any insurance required to be maintained pursuant to this Section may be evidenced by blanket insurance policies covering the Project and other properties or assets of Borrower or its Affiliates, provided that any such policy shall in all other respects materially comply with the requirements of this Section.

(6) If at any time Administrative Agent is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Administrative Agent shall have the right, following at least five (5) days written notice to Borrower (or upon written notice to Borrower, if any insurance required to maintained hereunder shall not be in full force and effect or shall be due to expire within one (1) Business Day), to take such action as Administrative Agent deems necessary to protect its and the Lenders' interest in the Project, including, without limitation, the obtaining of such insurance coverage as Administrative Agent in its reasonable discretion deems appropriate (but not more than the insurance required to be maintained by Borrower pursuant to this Agreement), provided that Administrative Agent shall use commercially reasonable efforts to provide in such forced placed insurance that the applicable insurance policies will be terminable and the premiums thereunder refundable for any period of time in which such policies are not in effect, and all actual expenses incurred by Administrative Agent in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Borrower to Administrative Agent within ten (10) Business Days after demand therefor, and until paid shall be secured by the Mortgage and shall bear interest at the Default Rate.

(7) In the event of a foreclosure of the Mortgage, or other transfer of title to the Project in extinguishment in whole or in part of the Loans, all right, title and interest of Borrower in and to the Policies then in force (other than any such Policies evidenced by blanket insurance policies covering the Project and other properties or assets of Borrower or its Affiliates) and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Administrative Agent for the benefit of the Lenders or other transferee in the event of such other transfer of title.

Section 3.2 Use and Application of Net Proceeds.

The following provisions shall apply in connection with the Restoration of the Project:

(1) If the Net Proceeds shall be less than the Threshold Amount and the costs of completing the Restoration shall be less than Threshold Amount, the Net Proceeds will be disbursed by Administrative Agent to Borrower upon receipt, provided that (a) no Event of Default has occurred and is continuing and (b) Borrower delivers to Administrative Agent a written undertaking to expeditiously commence and to satisfactorily complete with due diligence the Restoration in accordance with the terms of this Agreement.

(2) If the Net Proceeds are equal to or greater than Threshold Amount or the costs of completing the Restoration are equal to or greater than Threshold Amount, Administrative Agent shall make the Net Proceeds available for the Restoration in accordance with the provisions of this Section 3.2(2). The term "**Net Proceeds**" shall mean: (i) the net amount of all insurance proceeds received by Administrative Agent pursuant to Section 3.1(1)(d), (f) and (h) as a result of such damage or destruction, after deduction of its reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable counsel fees), if any, in collecting same ("**Insurance Proceeds**"), or (ii) the net amount of the Award, after deduction of its reasonable costs and expenses (including, but not limited to, reasonable counsel fees), if any, in collecting the same ("**Condemnation Proceeds**"), whichever the case may be.

(a) The Net Proceeds shall be made available to Borrower for Restoration provided that each of the following conditions are met:

(i) no Event of Default shall have occurred and be continuing;

(ii) (1) in the event the Net Proceeds are Insurance Proceeds, less than fifty percent (50%) of the total floor area of the Improvements has been damaged, destroyed or rendered unusable as a result of such Casualty or (2) in the event the Net Proceeds are Condemnation Proceeds, less than ten percent (10%) of the land constituting the Project is taken, and such Condemnation does not make it impracticable, in Administrative Agent's reasonable judgment, after restoration, to operate the Project as an economically viable whole;

(iii) At least sixty percent (60%) of the total rentable space in the Project which has been demised under Leases in effect as of the date of such Casualty or Condemnation, as applicable (determined by reference to the total rentable space at the Project at the time of such Casualty or Condemnation, as applicable) shall remain in full force and effect during and after the completion of the Restoration, notwithstanding the occurrence of any such Casualty or Condemnation, as applicable;

(iv) Borrower shall commence the Restoration as soon as reasonably practicable and shall diligently pursue the same to satisfactory completion in compliance in all material respects with all applicable laws, including, without limitation, all applicable Environmental Laws;

(v) Administrative Agent shall be reasonably satisfied that any operating deficits, including all scheduled payments of interest under the Notes, which will be incurred with respect to the Project as a result of the occurrence of any such Casualty or Condemnation, whichever the case may be, will be covered out of (1) the Net Proceeds, (2) the insurance coverage referred to in Section 3.1(1)(g), or (3) by other funds of Borrower or an Affiliate thereof;

(vi) Administrative Agent shall be reasonably satisfied that the Restoration will be substantially completed so that the tenants can legally and physically occupy their space within ninety (90) days prior to the Maturity Date;

(vii) the Project and the use thereof after the Restoration will be in compliance, in all material respects, with and permitted under, all applicable laws;

(viii) OMITTED

(ix) such Casualty or Condemnation, as applicable, does not result in the total and permanent (following the Restoration) loss of access to the Project or the related improvements;

(x) Borrower shall deliver, or cause to be delivered, to Administrative Agent a signed detailed budget approved in writing by Borrower's architect or engineer stating the entire cost of completing the Restoration, which budget shall be reasonably acceptable to Administrative Agent;

(xi) the Net Proceeds together with any cash or Qualified Letter of Credit deposited by Borrower with Administrative Agent pursuant to Section 3.2(2)(f) are sufficient in Administrative Agent's reasonable discretion to cover the cost of the Restoration; and

(xii) the Management Agreement in effect as of the date of the occurrence of such Casualty or Condemnation, whichever the case may be, shall (1) remain in full force and effect during the Restoration and shall not otherwise terminate as a result of the Casualty or Condemnation or the Restoration or (2) if terminated, shall have been replaced with a replacement Management Agreement with a new Manager satisfying the requirements of Section 9.3, prior to the opening or reopening of the Project or any portion thereof for business with the public.

(b) The Net Proceeds shall be held by Administrative Agent (with any interest earned on such proceeds to be available to Borrower to the same extent as Net Proceeds are made available pursuant to the terms of this Section 3.2) and, until disbursed in accordance with the provisions of this Section 3.2, shall constitute additional security for the Loans and other obligations under the Loan Documents. The Net Proceeds shall be disbursed by Administrative Agent to, or as directed by, Borrower from time to time during the course of the Restoration, upon receipt of evidence reasonably satisfactory to Administrative Agent that (A) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested

disbursement) in connection with the Restoration have been paid for in full (less Casualty Retainage), and (B) there exist no notices of pendency, stop orders, mechanic's or materialman's liens or notices of intention to file same, or any other Liens or encumbrances of any nature whatsoever on the Project which have not either been fully bonded to the reasonable satisfaction of Administrative Agent and discharged of record or in the alternative fully insured to the reasonable satisfaction of Administrative Agent by the Title Company.

(c) All plans and specifications required in connection with the Restoration, the cost of which is greater than the Threshold Amount, shall be subject to prior review and acceptance (which shall not be unreasonably withheld, conditioned or delayed) in all material respects by Administrative Agent and by an independent consulting engineer selected by Administrative Agent (the "**Casualty Consultant**"). After the occurrence and during the continuance of any Event of Default, Administrative Agent shall have the use of the plans and specifications and all permits, licenses and approvals required or obtained in connection with the Restoration. The identity of the contractors, subcontractors and materialmen engaged in the Restoration, the cost of which is greater than the Threshold Amount, as well as the contracts under which they have been engaged, shall be subject to prior review and acceptance (which shall not be unreasonably withheld, conditioned or delayed) by Administrative Agent and the Casualty Consultant. All reasonable out-of-pocket costs and expenses incurred by Administrative Agent in connection with making the Net Proceeds available for the Restoration, including, without limitation, reasonable counsel fees and disbursements and the Casualty Consultant's fees, shall be paid by Borrower.

(d) In no event shall Administrative Agent be obligated to make disbursements of the Net Proceeds in excess of an amount equal to the costs actually incurred from time to time for work in place as part of the Restoration, as certified by the Casualty Consultant, minus the Casualty Retainage. The term "**Casualty Retainage**" shall mean an amount equal to ten percent (10%) of the costs actually incurred for work in place as part of the Restoration, as certified by the Casualty Consultant, until the Restoration has been completed. The Casualty Retainage shall in no event, and notwithstanding anything to the contrary set forth above in this Section 3.2(2), be less than the amount actually held back by Borrower from contractors, subcontractors and materialmen engaged in the Restoration (but shall not be duplicative of such amounts actually held back by Borrower). The Casualty Retainage shall not be released until the Casualty Consultant certifies to Administrative Agent that the Restoration has been completed in accordance with the provisions of this Section 3.2 and that all approvals necessary for the re-occupancy and use of the Project have been obtained from all appropriate Governmental Authorities, and Administrative Agent receives evidence reasonably satisfactory to Administrative Agent that the costs of the Restoration have been paid in full or will be paid in full out of the Casualty Retainage; provided, however, that Administrative Agent will release the portion of the Casualty Retainage being held with respect to any contractor, subcontractor or materialman engaged in the Restoration as of the date upon which the Casualty Consultant certifies to Administrative Agent that the contractor, subcontractor or materialman has satisfactorily completed all work and has supplied all materials in accordance with the provisions of the contractor's,

subcontractor's or materialman's contract, the contractor, subcontractor or materialman delivers the lien waivers and evidence of payment in full of all sums due to the contractor, subcontractor or materialman as may be reasonably requested by Administrative Agent. If required by Administrative Agent, the release of any such portion of the Casualty Retainage shall be approved by the surety company, if any, which has issued a payment or performance bond with respect to the contractor, subcontractor or materialman.

(e) Administrative Agent shall not be obligated to make disbursements of the Net Proceeds more frequently than once every calendar month.

(f) If at any time the Net Proceeds or the undisbursed balance thereof shall not, in the reasonable opinion of Administrative Agent, in consultation with the Casualty Consultant, if any, be sufficient to pay in full the balance of the costs which are reasonably estimated by the Casualty Consultant to be incurred in connection with the completion of the Restoration, Borrower shall deposit the deficiency (the "**Net Proceeds Deficiency**"), either in cash or a Qualified Letter of Credit or other security reasonably acceptable to Administrative Agent, with Administrative Agent before any further disbursement of the Net Proceeds shall be made. Any Net Proceeds Deficiency deposited with Administrative Agent shall be held by Administrative Agent (with any interest earned thereon to be available to Borrower to the same extent as the Net Proceeds Deficiency is made available pursuant to the terms of this Section 3.2) and shall be disbursed for costs actually incurred in connection with the Restoration on the same conditions applicable to the disbursement of the Net Proceeds, and until so disbursed pursuant to this Section 3.2 shall constitute additional security for the Loans and other obligations under the Loan Documents.

(g) The excess, if any, of the Net Proceeds and the remaining balance, if any, of the Net Proceeds Deficiency deposited with Administrative Agent after the Casualty Consultant certifies to Administrative Agent that the Restoration has been completed in accordance with the provisions of this Section 3.2 and the receipt by Administrative Agent of evidence reasonably satisfactory to Administrative Agent that all costs incurred in connection with the Restoration have been paid in full, shall be remitted by Administrative Agent to Borrower, provided no Event of Default shall have occurred and shall be continuing. Without limitation of the foregoing, any remaining Net Proceeds Deficiency deposited with Administrative Agent pursuant this Section 3.2 shall be promptly returned to Borrower after the Indebtedness has been paid in full.

(3) All Net Proceeds not required (i) to be made available for the Restoration or (ii) to be returned to Borrower as excess Net Proceeds pursuant to Section 3.2(2)(g) may be retained and applied by Administrative Agent toward the payment of the Loans (without any prepayment premium) whether or not then due and payable in the order and amounts provided for in Section 15.1. If Administrative Agent shall receive and retain Net Proceeds, the Lien of the Mortgage shall be reduced only by the amount thereof received and retained by Administrative Agent and actually applied by Administrative Agent in reduction of the Loans. All Net Proceeds applied to the Loan shall be applied in accordance with Section 15.1.

(4) Notwithstanding anything to the contrary contained herein, the provisions of this Section 3.2 are subject to and superseded by the provisions of the Condominium Documents governing applications of insurance proceeds to the extent such provisions conflict with this Section 3.2.

Section 3.3 Casualty and Condemnation.

(a) If the Project shall be damaged or destroyed, in whole or in part, by fire or other casualty (a "**Casualty**"), Borrower shall give prompt notice of such damage to Administrative Agent and shall promptly commence and diligently prosecute the completion of the Restoration of the Project. Borrower shall pay all costs of such Restoration whether or not such costs are covered by insurance (provided that, if Net Proceeds are required to be made available to Borrower for Restoration pursuant to the terms of Section 3.2, they are made available to Borrower for Restoration). Administrative Agent may, but shall not be obligated to, make proof of loss if not made diligently by Borrower.

(b) Borrower shall promptly give Administrative Agent notice of the actual or threatened (in writing) commencement of any proceeding for the Condemnation of all or any part of the Project and shall deliver to Administrative Agent copies of any and all papers served in connection with such proceedings. Administrative Agent may participate in any such proceedings if the amount of Condemnation Proceeds is reasonably expected to exceed the Threshold Amount, and Borrower shall, from time to time, deliver to Administrative Agent all instruments reasonably requested by it to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with Administrative Agent, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Notwithstanding any taking by any public or quasi public authority through Condemnation or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking), Borrower shall continue to pay the Loans at the time and in the manner provided for its payment in the Notes and in this Agreement and the Loans shall not be reduced until any Award shall have been actually received and applied by Administrative Agent, after the deduction of reasonable out-of-pocket expenses of collection, to the reduction or discharge of the Loans. Administrative Agent and the Lenders shall not be limited to the interest paid on the Award by the condemning authority but shall be entitled to receive out of the Award interest at the rate or rates provided herein or in the Notes. If the Project or any portion thereof is taken by a condemning authority, Borrower shall, promptly commence and diligently prosecute the Restoration of the Project and otherwise comply with the provisions of Section 3.2. If the Project is sold through a foreclosure or similar proceeding prior to the receipt by Administrative Agent of the Award, Administrative Agent shall have the right, whether or not a deficiency judgment on the Notes shall have been sought, recovered or denied, to receive the Award, or a portion thereof sufficient to pay the Loans.

Article 4

[Intentionally omitted]

Article 5

ENVIRONMENTAL MATTERS

Section 5.1 Certain Definitions.

As used herein, the following terms have the meanings indicated:

(1) "**Environmental Claim**" means, with respect to any Person, any written notice, notification, claim, administrative, regulatory or judicial action, suit, judgment, demand or other written communication by any Person or Governmental Authority alleging or asserting liability with respect to Borrower or the Project, whether for damages, contribution, indemnification, cost recovery, compensation, injunctive relief, investigatory, response, remediation, damages to natural resources, personal injuries, fines or penalties arising out of, based on or resulting from (i) the presence, use or release into the environment of any Hazardous Materials originating at or from, or otherwise affecting, the Project or (ii) any fact, circumstance, condition or occurrence forming the basis of any violation, or alleged violation, of any Environmental Law by Borrower.

(2) "**Environmental Laws**" means any federal, state or local law (whether imposed by statute, or administrative or judicial order, or common law), now or hereafter enacted, governing health, safety, industrial hygiene, the environment or natural resources, or Hazardous Materials, including, such laws governing or regulating the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, discharge of, or exposure to, Hazardous Materials.

(3) "**Environmental Liens**" has the meaning assigned to such term in Section 5.3(4).

(4) "**Environmental Loss**" means any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including but not limited to strict liabilities), obligations, debts, diminutions in value, fines, penalties, charges, costs of remediation (whether or not performed voluntarily), amounts paid in settlement, litigation costs, reasonable attorneys' fees and expenses, engineers' fees, environmental consultants' fees, and investigation costs (including but not limited to costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), but excluding lost profits or consequential damages, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards, relating to Hazardous Materials, Environmental Claims, Environmental Liens and violation of Environmental Laws.

(5) "**Hazardous Materials**" means (a) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (b) asbestos or asbestos-containing materials, (c) polychlorinated biphenyls (pcbs), (d) radon gas, (e) underground storage tanks, (f) any explosive or radioactive substances, (g) lead or lead-based

paint, or (h) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined by any Governmental Authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws.

Section 5.2 [OMITTED].

Section 5.3 Covenants on Environmental Matters.

(1) Borrower shall (a) subject to Borrower's right to contest pursuant to Section 9.4, comply in all material respects with applicable Environmental Laws; (b) notify Administrative Agent immediately upon Borrower's discovery of any spill, discharge, release or presence of any Hazardous Material at, upon, under, within, contiguous to or otherwise affecting the Project which would reasonably be expected to lead to an Environmental Claim against Borrower, Administrative Agent or any of the Lenders; (c) promptly remove such Hazardous Materials and remediate the Project in compliance in all material respects with Environmental Laws (subject to Borrower's right to contest pursuant to Section 9.4); and (d) promptly forward to Administrative Agent copies of all orders, notices, permits, applications or other written communications and reports received by Borrower in connection with any spill, discharge, release or the presence of any Hazardous Material at the Project or the violation of Environmental Laws by Borrower which would reasonably be expected to lead to an Environmental Claim against Borrower, Administrative Agent or any of the Lenders.

(2) Borrower shall not cause, shall prohibit any other Person within the Control of Borrower from causing, and shall use prudent, commercially reasonable efforts to prohibit other Persons (including tenants) from causing, (a) any spill, discharge or release, or the use, storage, generation, manufacture, installation, or disposal, of any Hazardous Materials at, upon, under, within or about the Project or the transportation of any Hazardous Materials to or from the Project (except for De Minimis Amounts) or (b) any underground storage tanks to be installed at the Project.

(3) Borrower shall provide to Administrative Agent, a site assessment as may be required pursuant to the terms of Section 5(a) of the Environmental Indemnity.

(4) **Environmental Notices**. Borrower shall promptly provide notice to Administrative Agent of:

(a) all Environmental Claims asserted or threatened in writing against Borrower or the Project, or any other party occupying the Project or any portion thereof (to the extent the same is related to such other party's activities at the Project), which, in all such cases, become known to Borrower;

(b) the discovery by Borrower of any occurrence or condition on the Project or on any real property adjoining or in the vicinity of the Project which would reasonably be expected to lead to an Environmental Claim against Borrower, Administrative Agent or any of the Lenders;

(c) the commencement or completion of any remediation at the Project; and

(d) any Lien or other encumbrance imposed on the Project pursuant to any Environmental Law (an "**Environmental Lien**").

In connection therewith, Borrower shall transmit to Administrative Agent copies of any citations, orders, notices or other written communications received by Borrower from any Person and any notices, reports or other written communications submitted by Borrower to any Governmental Authority with respect to the matters described above.

Section 5.4 Allocation of Risks and Indemnity.

As between Borrower, Administrative Agent and the Lenders, all risk of loss associated with non-compliance with Environmental Laws, or with the presence of any Hazardous Material at, upon, within, contiguous to or otherwise affecting the Project, shall lie solely with Borrower. Accordingly, Borrower shall bear all risks and costs associated with any Environmental Loss, damage or liability therefrom, including all costs of removal of Hazardous Materials or other remediation required by this Agreement or any of the other Loan Documents or by law. Borrower shall indemnify, defend and hold Administrative Agent and the Lenders harmless from and against all loss, liabilities, damages, claims, costs and expenses (including reasonable costs of defense) arising out of or associated, in any way, with the non-compliance with Environmental Laws, or the existence of Hazardous Materials in, on, or about the Project, or a breach of any representation, warranty or covenant contained in this Article 5, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, including those arising from the joint, concurrent, or comparative negligence of Administrative Agent and the Lenders; provided, however, Borrower shall not be liable under such indemnification to the extent such loss, liability, damage, claim, cost or expense (i) is caused or created by Administrative Agent's or any Lender's gross negligence or willful misconduct (ii) arises from events or conditions first occurring after Administrative Agent or any of the Lenders acquires title to the Project and which (a) were not at all undertaken, caused, contributed to, authorized or permitted by Borrower or its Affiliates (including any of their respective employees, agents, contractors, subcontractors, tenants and invitees) and (b) do not relate and are not attributable to any conduct occurring or conditions existing at the Project prior to such acquisition of title. Borrower's obligations under this Section 5.4 (x) shall arise upon the discovery of the presence of any Hazardous Material, whether or not any Governmental Authority has taken or threatened any action in connection with the presence of any Hazardous Material and (y) shall continue notwithstanding the repayment of the Loans or any transfer or sale of any right, title and interest in the Project (by foreclosure, deed in lieu of foreclosure or otherwise); provided, however, that if the Loans are repaid in full or Administrative Agent or any of the Lenders or any of their designees or a purchaser at a foreclosure sale obtains title to the Project (by foreclosure, deed in lieu of foreclosure or otherwise), Borrower's obligations under this Section 5.4 shall terminate upon the earlier of (A) the date that Borrower delivers a new site assessment indicating that the Project is free and clear of all Hazardous Materials and (B) the date that is five (5) years after the date of such repayment or acquisition of title to the Project,

provided that Borrower's obligations under this Section 5.4 shall survive as to any claims, actions, litigation or other proceedings that are then pending or subject to further appeal as of such fifth anniversary.

Section 5.5 No Waiver.

Notwithstanding any provision in this Article 5 or elsewhere in the Loan Documents, or any rights or remedies granted by the Loan Documents, Administrative Agent and the Lenders do not waive and expressly reserve all rights and benefits now or hereafter accruing to Administrative Agent and/or any Lenders under the "security interest" or "secured creditor" exception under applicable Environmental Laws, as the same may be amended. No action taken by Administrative Agent and/or any Lender pursuant to the Loan Documents shall be deemed or construed to be a waiver or relinquishment of any such rights or benefits under the "security interest exception".

Article 6

LEASING MATTERS

Section 6.1 Representations and Warranties on Leases.

Borrower represents and warrants to Administrative Agent and the Lenders with respect to Leases that (1) Borrower has not assigned or pledged any of the Leases, the Rents or any interests therein except to Administrative Agent (on behalf of the Lenders) and except for such previous assignments as shall have been terminated; (2) no tenant or other party has an unexpired option (or right of first refusal) to purchase all or any portion of the Project; and (3) no tenant has prepaid more than one month's rent in advance (excluding (i) security deposits and last month's rent as are permitted by applicable law and are commercially reasonable in the prevailing market and (ii) other charges collected in accordance with the terms of the applicable Lease).

Section 6.2 Approval Rights; Security Deposits.

Schedule 2 attached hereto and incorporated by reference herein sets forth the approval rights of Administrative Agent with respect to Leases. Borrower shall hold, in trust, all tenant security deposits in a segregated account, and, to the extent required by applicable law, shall not commingle any such funds with any other funds of Borrower. Within ten (10) Business Days after Administrative Agent's request, Borrower shall furnish to Administrative Agent a statement of all tenant security deposits, and copies of all Leases not previously delivered to Administrative Agent, certified by Borrower as being true and correct.

Section 6.3 Covenants.

Borrower (1) shall promptly perform all of its obligations under the Leases, except to the extent such non-performance would not reasonably be expected to materially and adversely

impact the value of, or income from, the Project; (2) shall enforce all of the obligations of tenants under the Leases, except to the extent the failure to enforce such obligations would not reasonably be expected to materially and adversely impact the value of, or income from, the Project; (3) shall promptly furnish to Administrative Agent any written notice of default or termination received by Borrower from any tenant, and any written notice of default or termination given by Borrower to any tenant; (4) shall not collect any rents for more than thirty (30) days in advance of the time when the same shall become due (excluding (i) security deposits and last month's rent as are permitted by applicable law and are commercially reasonable in the prevailing market and (ii) other charges collected in accordance with the terms of the applicable Lease); (5) shall not enter into any ground lease or master lease of all or any part of the Project; and (6) shall not further assign or encumber any Lease.

Section 6.4 Tenant Estoppels.

At Administrative Agent's reasonable request from time to time, Borrower shall use its commercially reasonable efforts to obtain and furnish to Administrative Agent written estoppels in form and substance reasonably satisfactory to Administrative Agent, executed by tenants under Leases in the Project and confirming the term, rent, and other provisions and matters relating to the Leases reasonably requested by Administrative Agent, provided that Administrative Agent shall not be permitted to request an estoppel from any tenant more than once in any twelve-month period (except during the continuance of an Event of Default).

Section 6.5 Subordination, Non-Disturbance and Attornment Agreements.

At Borrower's request, Administrative Agent shall enter into subordination, non-disturbance and attornment agreements, subject to Administrative Agent's reasonable review and approval thereof as to form and substance, with respect to any Permitted Lease.

Article 7

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Administrative Agent and the Lenders that:

Section 7.1 Organization and Power.

Borrower is duly organized, validly existing and in good standing under the laws of the state of its formation or existence and is in compliance in all material respects with legal requirements applicable to doing business in the State. Borrower is not a "foreign person" within the meaning of § 1445(f)(3) of the Internal Revenue Code.

Section 7.2 Validity of Loan Documents.

The execution, delivery and performance by Borrower of the Loan Documents: (1) are duly authorized and do not require the consent or approval of any other party or Governmental Authority which has not been obtained; and (2) will not violate any law or result in the imposition of any Lien upon the assets of Borrower, except as contemplated by the Loan Documents. The Loan Documents constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

Section 7.3 Tax Filings.

Borrower is a disregarded entity for tax purposes and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by Borrower.

Section 7.4 No Conflicts.

The execution, delivery and performance of this Agreement and the other Loan Documents by Borrower will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien (other than pursuant to the Loan Documents) upon any of the property or assets of Borrower pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, operating agreement or other agreement or instrument to which Borrower is a party or by which any of Borrower's property or assets is subject, nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Borrower or any of Borrower's properties or assets, and any consent, approval, authorization, order, registration or qualification of or with any court or any such regulatory authority or other governmental agency or body required for the execution, delivery and performance by Borrower of this Agreement or any other Loan Documents has been obtained and is in full force and effect.

Section 7.5 Flood Zone.

No portion of the Improvements is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1994, as amended, or any successor law.

Section 7.6 Insurance.

Borrower has obtained and has delivered to Administrative Agent certificates of insurance reflecting the insurance coverages, amounts and other insurance requirements set forth

in this Agreement. Borrower has not, and to Borrower's knowledge, no Person has done, by act or omission, anything which would materially impair the coverage of any such Policy.

Section 7.7 Investment Company Act.

Borrower is not (1) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (2) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

Section 7.8 Foreign Assets Control Regulations, Etc.

(1) Neither the execution and delivery of the Notes and the other Loan Documents by Borrower nor the use of the proceeds of the Loans, will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or the Anti-Terrorism Order or any enabling legislation or executive order relating to any of the same. Without limiting the generality of the foregoing, Borrower (a) does not and will not become a blocked person described in Section 1 of the Anti-Terrorism Order and (b) to its knowledge, does not engage and will not engage in any dealings or transactions or be otherwise associated with any such blocked person.

(2) Each partner or member or other direct or indirect principal of Borrower (excluding any direct or indirect owners of ALX) shall be at all times during the term of the Loans an entity or person which is not a Prohibited Person.

Section 7.9 Organizational Structure.

(1) Borrower has heretofore delivered to Administrative Agent true and complete copies of the organizational documents of 731 Retail One LLC, 731 Commercial LLC, Sole Member and ALX. The sole member of 731 Retail One LLC on the Effective Date is 731 Commercial LLC, and the sole member of 731 Commercial LLC on the Closing Date is the Sole Member. 731 Retail One LLC is the owner of Retail Unit 1. 731 Commercial LLC is the owner of Retail Unit 2.

(2) The sole member of the Sole Member is ALX

(3) Schedule 7.9 contains a true and accurate ownership chart of Borrower (except as otherwise indicated on such ownership chart).

Section 7.10 Anti-Corruption Laws and Sanctions.

Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by Borrower, its Affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Borrower, its Affiliates and

their respective directors and officers and, to the knowledge of Borrower, their respective employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) Borrower, any Affiliate or any of their respective directors, officers or employees, or (ii) to the knowledge of Borrower, any agent of Borrower or any Affiliate that will act in any capacity in connection with or benefit from the Transactions or any other transactions contemplated hereby, is a Sanctioned Person. No Transactions will violate Anti-Corruption Laws or applicable Sanctions.

Article 8

FINANCIAL REPORTING

Section 8.1 Borrower's Financial Statements.

Borrower shall maintain a standard system of accounting on a GAAP basis consistently applied, and furnish or cause to be furnished to Administrative Agent all of the following, which, in the case of Borrower's financial statements, must be substantially in the form of the financial statements previously delivered to Administrative Agent or otherwise reasonably satisfactory in form and content to Administrative Agent (it being agreed that Administrative Agent shall deliver copies of the following to the Lenders promptly after Administrative Agent's receipt thereof and Borrower shall have no liability for Administrative Agent's failure to deliver any of the following items to the Lenders):

(1) **Annual Financial Statements**. No later than 120 days after the end of each fiscal year, a copy of Borrower's annual unaudited financial statements consisting of a balance sheet, statement of operations and cash flow statement, as of the end of and for such fiscal year, certified by a Responsible Person of Borrower to be true and correct in all material respects to the best of his or her knowledge, all prepared in accordance with GAAP.

(2) **Quarterly Financial and Operating Statements**. No later than forty-five (45) days after the end of each calendar quarter, a certificate executed by a Responsible Person of the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, attaching copies of the balance sheet and statement of operations and a trailing twelve (12) month financial statement, each prepared in accordance with GAAP, together with (1) a current rent roll for the Project setting forth the name of each tenant at the Project, the number of square feet comprising the space leased to each such tenant and the location on the Project of such space, the amount of Rent paid be each such tenant and the expiration date of the Lease for each such tenant and (2) a rent arrearage report. The certificate executed by the Responsible Person of the Borrower shall certify that, to the best of his or her knowledge, the information included in such certificate, including all such statements and reports attached to the certificate, are true and correct in all material respects, as of the date of the certificate.

Section 8.2 Other Information.

Borrower shall deliver to Administrative Agent such reasonable additional information regarding Borrower and the Project within thirty (30) days after Administrative Agent's request therefor (or other reasonable amount of time, depending on the nature of the request and the availability of the requested information). In addition, Borrower acknowledges that Borrower may be requested to provide information pursuant to the valuation process in Section 27 of the Recognition Agreement and Borrower agrees to use commercially reasonable efforts to provide any information requested pursuant thereto within five (5) days of request.

Article 9

COVENANTS

Borrower covenants and agrees with Administrative Agent and the Lenders as follows:

Section 9.1 Due on Sale and Encumbrance; Permitted Transfers.

(1) Subject to the provisions of Sections 9.1(2) and 9.1(3), without the prior written consent of Administrative Agent and the Lenders (to the extent required under Section 12.2), except as permitted under this Agreement, (a) Borrower shall not sell, lease, exchange, convey, transfer, mortgage, assign, pledge or encumber, either voluntarily or involuntarily (or enter into an agreement to do so unless such agreement is expressly subject to the repayment of the Loans in full or the obtaining of the consent of Administrative Agent and the Lenders, as applicable), any right, title or interest of Borrower in and to the Project or any portion thereof, excepting, however, the transfer or disposal of building equipment and/or personal property that is no longer necessary in connection with the operation or use of the Project; and (b) neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall sell, exchange, convey, transfer, mortgage, assign, pledge or encumber (including, without limitation, in connection with any "mezzanine financing"), either voluntarily or involuntarily (or enter into an agreement to do so), any direct or indirect ownership interest in Borrower; provided that, for the avoidance of doubt, interests in the Senior Loan, the Intermediate Loan and the Junior Loan shall not be deemed to constitute direct or indirect ownership interests in Borrower for any purpose under this Article 9 or otherwise under the Loan Documents.

(2) A transfer of the Project to a successor borrower assuming in writing all obligations of Borrower under the Loan Documents (in which case the current borrower shall be released from all of its obligations under the Loan Documents and the successor borrower shall be deemed the "Borrower" under the Loan Documents) or a transfer (but not a mortgage, pledge, hypothecation, encumbrance or grant of security interest in) of up to 50% of non-Controlling direct or indirect beneficial interests in Borrower shall be permitted without Administrative Agent's or the Lenders' consent, provided in each case that (i) Borrower shall notify Administrative Agent in writing thereof not less than thirty (30) days prior to the occurrence thereof, (ii) immediately prior to such transfer, no Event of Default shall have occurred and be continuing, (iii) subsequent to such transfer, the successor borrower or Borrower, as applicable,

will be a Single Purpose Entity, (iv) subsequent to such transfer, ALX, VRLP or the REIT shall Control the successor borrower or the Borrower, as applicable, and directly or indirectly own at least 50% of the beneficial interests therein, (v) such transfer does not result in a violation of Section 7.25, and (vi) if as a result of such transfer any transferee directly or indirectly owns a 10% or greater ownership interest in Borrower, Administrative Agent has received such searches and other information reasonably satisfactory to Administrative Agent as the Lenders may deem necessary in order to comply with Administrative Agent's and such Lender's "know your customer" and other applicable regulatory and bank requirements. Promptly following receipt by Administrative Agent of any notice from Borrower pursuant to this Section 9.1(2), Administrative Agent shall advise the Lenders of the contents thereof.

(3) Nothing contained in the Loan Documents shall in any way restrict or prohibit, nor shall any notice to or consent of Administrative Agent or the Lenders be required in connection with (i) any pledge of direct or indirect equity interests in, and/or right to distributions from, ALX, VRLP, the REIT or any Multi-Asset Person or any of their Affiliates (other than Borrower) to secure a loan to any such Persons that is secured by all or a substantial portion of any such Person's assets, (ii) the transfer or issuance of any securities or any direct or indirect interests in any direct or indirect owner of Borrower, in either case, whose securities are publicly traded on a national exchange (including ALX, VRLP and the REIT) (regardless whether such transfer or issuance is of publicly traded securities or interests) or any Person who directly or indirectly holds such securities or interests or who is a Multi-Asset Person, provided that, after such transfer, ALX, VLRP or the REIT shall continue to Control Borrower, (iii) the merger or consolidation of ALX, VRLP or the REIT with or into any other Person or the sale of all or substantially all of the assets of ALX, VRLP or the REIT (each, an "**ALX/VNO Transfer**" and, collectively, "**ALX/VNO Transfers**"); provided, however, that, in the event that any ALX/VNO Transfer or series of ALX/VNO Transfers (other than the sale of publicly traded securities in ALX, VRLP or the REIT) shall result in Borrower ceasing to be Controlled by ALX, VRLP or the REIT, then Administrative Agent's and the Lenders' prior written consent (not to be unreasonably withheld, conditioned or delayed) shall be required in connection with such ALX/VNO Transfer unless after giving effect to such ALX/VNO Transfer, ALX (or the successor entity thereto) shall be a Person that has and provides substantially at least the same experience and expertise as ALX prior to such transfer, merger or consolidation in conducting business of the nature currently conducted by ALX in respect of the Project's type, or (iv) any issuance or transfer of indirect interests in Borrower to or between accommodation holders of any direct or indirect owner of Borrower organized as a real estate investment trust or a transfer of direct interests in Borrower to a real estate investment trust Controlled by and at least ninety percent (90%) owned by ALX or the REIT. For purposes of this Section 9.1, "**Multi-Asset Person**" means a Person in respect of which the Net Operating Income from the Project (or such portion thereof allocable to such Person) represents less than 50% of such Person's aggregate gross income.

(4) Borrower may, without the consent of Administrative Agent or the Lenders, (a) make immaterial transfers of portions of the Project to Governmental Authorities for dedication or public use and (b) grant easements, restrictions, covenants, reservations and rights-of-way (including reciprocal easements and operating agreements) in the ordinary course of business for access, water and sewer lines, telephone or other fiber optic or other data transmission lines, electric lines or other utilities, common areas or for other purposes customary for properties similar to the Project, provided that no such transfer, conveyance or encumbrance set forth in the foregoing clause (a) or (b) would reasonably be expected to have a Material Adverse Effect. In connection with any transfer permitted pursuant to this Section 9.1(4),

Administrative Agent shall execute and deliver any instrument reasonably necessary or appropriate, in the case of the transfers referred to in clause (a) above, to release the portion of the Project affected thereby from the lien of the Mortgage or, in the case of clause (b) above, to subordinate the lien of the Mortgage to such easements, restrictions, covenants, reservations and rights-of-way or other similar grants upon receipt by Administrative Agent of (i) a copy of the instrument or instruments of transfer; (ii) a certificate from a Responsible Person of Borrower stating (x) with respect to any such transfer, the consideration, if any, being paid for such transfer and (y) that such transfer would not reasonably be expected to have a Material Adverse Effect; and (iii) the reimbursement of all of Administrative Agent's reasonable out-of-pocket costs and expenses incurred in connection with such transfer. Borrower shall have delivered to Administrative Agent all documentary deliveries required pursuant to this Section 9.1(4) at least fifteen (15) days prior to the requested effective date of such proposed transfer (except as Administrative Agent may in its reasonable discretion shorten such period).

Section 9.2 Property Taxes.

(1) Borrower shall pay before any fine, penalty, interest or cost may be added thereto, and shall not enter into any agreement to defer, any real estate taxes and assessments, franchise taxes and charges, and other governmental charges that may become a Lien upon the Project or become payable during the term of the Loans (collectively, the "**Property Taxes**"), and will promptly furnish Administrative Agent with evidence of such payment. Borrower shall not suffer or permit the joint assessment of the Project with any other real property constituting a separate tax lot or with any other real or personal property. Notwithstanding the foregoing, Borrower may, at its own expense, contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any Property Taxes, provided that (a) no Event of Default has occurred and is continuing, (b) either such proceeding shall suspend the collection of such Property Taxes from Borrower and from the Project or Borrower shall have paid all of such Property Taxes under protest, and (c) neither the Project nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, cancelled or lost due to such contest. Borrower shall promptly deliver to Administrative Agent notice of any such contest.

Section 9.3 Control; Management.

Borrower shall not terminate, replace or appoint any Manager or terminate or materially amend any Management Agreement without Administrative Agent's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned provided that no Event of Default then exists, provided, however, that Borrower shall be permitted to replace a Manager with a new Manager without Administrative Agent's prior written consent, provided that (i) no Event of Default then exists, (ii) the new Manager is either Alexander's, Inc. or its Affiliate or a Qualified Manager and (iii) the new Management Agreement is substantially similar in all material respects to the existing Management Agreements. In addition, with respect to any Manager which is ALX or its Affiliate, if such Manager shall no longer be an Affiliate of Borrower, the REIT or any Affiliate of the REIT, such change shall require Administrative Agent's approval. If at any time Administrative Agent consents to the appointment of a new

Manager or Administrative Agent's consent thereto is not required as set forth above, Borrower shall, and shall cause such new Manager to, execute an Assignment of Management Agreement in substantially the form entered into as of the Original Closing Date, Borrower shall perform all of its covenants, agreements and obligations under the Management Agreements in all material respects. Nothing in this Agreement or the Loan Documents shall prohibit Borrower from retaining a leasing agent with respect to all or any portion of the Project.

Section 9.4 Operation; Maintenance; Inspection.

(1) Borrower shall observe and comply with all legal requirements applicable to the ownership, use and operation of the Project except to the extent that such non-compliance would not reasonably be expected to materially and adversely affect the use of, or operations at, the Project. Borrower shall maintain the Project in good condition (reasonable wear and tear excepted) and repair any damage or casualty in accordance with Section 3.3. Notwithstanding the foregoing, Borrower may, at its own expense, contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any legal requirement, provided that (a) no Event of Default has occurred and is continuing, (b) either such proceeding shall suspend the collection of any amounts due in respect of such legal requirement from Borrower or from the Project or such amount is bonded or provision reasonably satisfactory to Administrative Agent for the protection of the Lenders' interest in the Project is otherwise made, and (c) neither the Project nor any part thereof or interest therein is in imminent danger of being sold, forfeited, terminated, cancelled or lost. Borrower shall promptly deliver to Administrative Agent notice of any such contest.

(2) Borrower shall permit Administrative Agent and the Lenders and their agents, representatives and employees, upon reasonable prior notice to Borrower, and at reasonable times during normal business hours, to inspect the Project and (at the sole cost and expense of Administrative Agent and the Lenders except to the extent provided in Section 5(a) of the Environmental Indemnity) conduct such environmental and engineering studies as Administrative Agent may require, provided such inspections and studies do not materially interfere with the use and operation of the Project or violate in any material respect the provisions of any Lease.

Section 9.5 Taxes on Security.

Borrower shall pay all filing, registration and recording fees and charges payable with respect to the filing and recordation of the Security Documents.

Section 9.6 Legal Existence; Name, Etc.

Borrower shall preserve and keep in full force and effect (i) its existence as a Single Purpose Entity, and (ii) its entity status, franchises, rights and privileges under the laws of the state of its formation, and all material licenses, permits and qualifications applicable to the ownership, use and operation of the Project. Borrower shall not wind up, liquidate, dissolve, reorganize, merge, or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets, or acquire all or substantially all of the assets of the business of any Person except as otherwise permitted by the terms of this

Agreement. Borrower shall conduct business only in its own name and shall not change its name, or organizational form, or the location of its chief executive office or principal place of business unless Borrower (a) shall have obtained the prior written consent of Administrative Agent to such change, which consent shall not be unreasonably withheld, delayed or conditioned, and (b) shall have taken all actions necessary or requested by Administrative Agent to file or amend any financing statement or continuation statement to assure perfection and continuation of perfection of security interests under the Loan Documents.

Section 9.7 Transactions with Affiliates.

Without the prior written consent of Administrative Agent, Borrower shall not engage in any transaction affecting the Project with an Affiliate of Borrower, unless such transaction is on terms that are no less favorable to Borrower than would be obtained in a comparable arm's length transaction with an unrelated third party. Nothing in this Section 9.7 or elsewhere in the Loan Documents shall be construed to limit or affect the authority and other rights granted to Administrative Agent hereunder or under the Recognition Agreement.

Section 9.8 Limitation on Other Debt.

Borrower shall not, without the prior written consent of Administrative Agent, incur any Debt other than as permitted in the definition of "Single Purpose Entity" appearing in Section 1.1.

Section 9.9 Further Assurances.

Borrower shall promptly execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as Administrative Agent may reasonably request to further evidence and more fully describe the collateral for the Loans, to correct any omissions in the Loan Documents as to the description of the collateral, to perfect, protect or preserve any Liens created under any of the Loan Documents, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith, provided that the foregoing shall in no event impose any additional liability or obligations (other than as set forth in Section 12.5) on, nor reduce the rights or remedies of, Borrower.

Section 9.10 Intentionally omitted.

Section 9.11 Notice of Certain Events.

Borrower shall promptly notify Administrative Agent of (1) any Event of Default of which Borrower has knowledge, together with a detailed statement of the steps being taken to cure such Event of Default; (2) any event or condition that has or is likely to have a Material Adverse Effect of which Borrower has knowledge; and (3) any threatened (in writing) or pending legal, judicial or regulatory proceedings, including any dispute between Borrower and any

Governmental Authority, affecting Borrower or the Project which, if determined adversely to Borrower, would have a Material Adverse Effect.

Section 9.12 Indemnification.

Borrower shall indemnify, defend and hold Administrative Agent and each Lender harmless from and against any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever, including the reasonable fees and actual expenses of their third party counsel, which may be imposed upon, asserted against or incurred by any of them relating to or arising out of the following prior to the earliest of (1) the acceptance by Administrative Agent or any Lender or any of their respective designees of a deed in lieu of foreclosure with respect to the Project, (2) any such indemnified party or its designee taking possession or control of the Project or (3) the foreclosure of the Mortgage: (a) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about any of the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways, (b) any inspection, review or testing of or with respect to the Project, (c) any investigative, administrative, mediation, arbitration, or judicial proceeding, whether or not Administrative Agent or any Lender is designated a party thereto, commenced or threatened at any time (including after the repayment of the Loans) in any way related to the execution, delivery or performance of any Loan Document or to the Project (except for disputes between or among Administrative Agent or any Lender), (d) any proceeding instituted by any Person claiming a Lien (other than Administrative Agent or any Lender), and (e) any brokerage commissions or finder's fees claimed by any broker or other party engaged or claimed to be engaged by Borrower in connection with the Loans, the Project, or any of the transactions contemplated in the Loan Documents, except in each case to the extent any of the foregoing is caused by Administrative Agent's or any Lender's gross negligence or willful misconduct.

Section 9.13 Payment for Labor and Materials.

Borrower will pay when due on a timely basis, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, would result in, or permit the creation of, a Lien on the Project or any part thereof (other than a Permitted Encumbrance), and in general do or cause to be done everything reasonably necessary so that the Lien of the Mortgage shall be fully preserved, subject to the Permitted Encumbrances, all at the cost of Borrower and without expense to Administrative Agent or the Lenders. Notwithstanding the foregoing, Borrower may, at its own expense, contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any claims or demands described above, provided that (a) no Event of Default has occurred and is continuing, (b) either such proceeding shall suspend the collection of such claims or demands from Borrower and from the Project or the imposition of any such Lien is bonded or provision reasonably satisfactory to Administrative Agent for the

protection of the Lenders' interest in the Project is otherwise made, and (c) neither the Project nor any part thereof or interest therein is in imminent danger of being sold, forfeited, terminated, cancelled or lost. Borrower shall promptly deliver to Administrative Agent notice of any such contest.

Section 9.14 Intentionally omitted.

Section 9.15 Intentionally omitted.

Section 9.16 Handicapped Access.

(1) Borrower (a) agrees that it shall use commercially reasonable efforts to ensure that the Project shall at all times comply in all material respects with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, all state and local laws and ordinances related to handicapped access and all rules, regulations, and orders issued pursuant thereto including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (collectively, "**Access Laws**") and (b) has no actual knowledge that the Project fails to comply in any material respect with any Access Laws.

(2) Borrower agrees to give prompt notice to Administrative Agent of the receipt by Borrower of any written complaints related to violation of any Access Laws with respect to the Project and of the commencement of any proceedings or investigations which relate to compliance with applicable Access Laws.

Section 9.17 Zoning.

Borrower shall not, without Administrative Agent's prior written consent, seek, make, suffer, consent to or acquiesce in any change or variance in any zoning or land use laws or other conditions of use of the Project or any portion thereof. Borrower shall not use or permit the use of any portion of the Project in any manner that could result in such use becoming a non-conforming use under any zoning or land use law or any other applicable law or modify any agreements relating to zoning or land use matters or with the joinder or merger of lots for zoning, land use or other purposes, without the prior written consent of Administrative Agent. Without limiting the foregoing, in no event shall Borrower take any action that would materially reduce or impair access to the Project from adjacent public roads. Further, without Administrative Agent's prior written consent, Borrower shall not file or subject any part of the Project to any declaration of condominium (other than the Condominium Declaration) or co-operative or convert any part of the Project to a condominium (other than pursuant to the Condominium Declaration), co-operative or other direct or indirect form of multiple ownership and governance.

Section 9.18 ERISA.

Borrower shall not take any action, or omit to take any action, which would reasonably be expected to (a) cause Borrower's assets to constitute "plan assets" for purposes of ERISA or the Code or (b) cause the transactions contemplated by the Loan Documents to be a nonexempt

prohibited transaction (as such term is defined in Section 4975 of the Code or Section 406 of ERISA) that would reasonably be expected to subject Administrative Agent and/or the Lenders, on account of any Loan or execution of the Loan Documents hereunder, to any tax or penalty on prohibited transactions imposed under Section 4975 of the Code or Section 502(i) of ERISA.

Section 9.19 Books and Records; Inspection Rights.

Borrower will, keep proper books of record and account in which true, complete and correct entries are made of all dealings and transactions in relation to its business and activities. Borrower will permit any representatives designated by Administrative Agent or any Lender, upon reasonable prior notice and reasonable times during normal business hours (and without any disruption of any tenant's use or occupancy of the Project), to visit and inspect the Project and to examine and make extracts from its books and records, and to discuss its affairs, finances and condition of Borrower with its officers and (after the occurrence and during the continuance of any Event of Default) independent accountants, all at such reasonable times and as often as reasonably requested.

Section 9.20 Foreign Assets Control Regulations.

Borrower shall not use the proceeds of the Loans in any manner that will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or the Anti-Terrorism Order or any enabling legislation or executive order relating to any of the same. Without limiting the foregoing, Borrower will not (a) become a blocked person described in Section 1 of the Anti-Terrorism Order, (b) knowingly engage in any dealings or transactions or be otherwise associated with any person who is known by Borrower or who (after such inquiry as may be required by applicable law) should be known by Borrower to be a blocked person, (c) be or become subject at any time to any applicable law, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits a Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (d) fail to provide documentary and other evidence of Borrower's identity as may be reasonably requested by Administrative Agent at any time to enable Administrative Agent to verify its identity or to comply with any applicable law, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

Section 9.21 Intentionally omitted.

Section 9.22 Restricted Payments.

Except in accordance with Article 15 of this Agreement, Borrower shall not make any Restricted Payments.

Section 9.23 Business Organization Documents.

Borrower shall not amend or otherwise modify its Business Organization Documents if the same would have a Material Adverse Effect, it being agreed that Borrower shall promptly deliver a true and correct copy of each such modification to Administrative Agent.

Section 9.24 Agreements Affecting the Project.

(1) Borrower shall not execute, record or file, or consent to be recorded or filed, against the Project any declaration of easements, restrictions, subdivision map, subdivision plan or any other material agreement affecting title to, and recorded against, the Project without the prior written consent of Administrative Agent, which consent shall not be unreasonably withheld, delayed or conditioned.

(2) Borrower shall not enter into, modify, amend, transfer, encumber or terminate any sales, brokerage, exclusive leasing or subleasing agreements, parking, maintenance or consulting agreement with respect to any portion of the Project if the same would have a Material Adverse Effect, provided that Borrower shall, in each case, promptly deliver to Administrative Agent a copy of the documentation effectuating the same.

Section 9.25 Anti-Corruption Laws.

Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by Borrower, its Subsidiaries and their respective directors, officers, employers and agents with Anti-Corruption Laws and applicable Sanctions. Borrower shall not request any Transaction and Borrower shall not use, and shall use reasonable efforts to ensure that its Affiliates and its or their respective directors, officers, employees and agents shall not use, the proceeds of the Transactions, (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 9.26 [Intentionally omitted].

Section 9.27 Condominium Estoppel.

After request by Administrative Agent, Borrower shall within ten (10) Business Days of such request, not more than once per year provided no Event of Default has occurred and is continuing to deliver to Administrative Agent an estoppel certificate or letter from the Condominium Board which shall include without limitation (i) the amount of the unpaid Condominium Charges, if any, accrued against the Project pursuant to the Condominium Documents, (ii) that the Condominium Documents have not been modified or amended, or, if they have, a description of the modifications or amendments, (iii) that all payments due and

payable by Borrower under the Condominium Documents have been paid in full, and (iv) that neither the Condominium Board nor Borrower is in default under the Condominium Documents or, if either is in default, a detailed description of such default.

Section 9.28 [Intentionally omitted]

Section 9.29 Condominium Covenants.

(a) Borrower shall (i) perform all of its obligations under the Condominium Documents, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (ii) subject to its right to contest, if any, under the Condominium Documents, pay, when due and payable, all Condominium Charges.

(b) If Borrower shall default in the performance or observance of any term, covenant or condition of any of the Condominium Documents on the part of Borrower to be performed or observed and the same would reasonably be expected to have a Material Adverse Effect, then, after the expiration of any applicable notice and cure periods provided for herein and without limiting the generality of the other provisions of the Mortgage and this Agreement and without waiving or releasing Borrower from any of its obligations hereunder, Administrative Agent shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Condominium Documents on the part of Borrower, to be performed or observed or to be promptly performed or observed on behalf of Borrower. Administrative Agent and any person designated as Administrative Agent's agent by Administrative Agent shall have, and are hereby granted, the right to enter upon the Project at any reasonable time, upon reasonable notice and from time to time for the purpose of taking any such action, and any such amounts so paid by Administrative Agent, and the reasonable out-of-pocket cost of such actions by Administrative Agent, shall be reimbursed by Borrower within five (5) Business Days of written notice to Borrower from Administrative Agent and if not so reimbursed shall be added to the Indebtedness and shall bear interest at the Default Rate until reimbursed.

(c) Without Administrative Agent's prior consent (which shall not be unreasonably withheld, conditioned or delayed), Borrower shall not vote at any meeting of owners of Units or permit its representatives on the Condominium Board to vote, or take any action whatsoever, respecting (i) any material modification, change, supplement, alteration or amendment to any of the Condominium Documents, (ii) the removal of a Unit constituting a portion of the Project from the Condominium, (iii) any partition of all or a part of the property subject to the Condominium Declaration, (iv) any waiver or release of any material rights of Borrower under the Condominium Documents or any material increase in the obligations of Borrower thereunder, (v) any adverse change in the nature of or decrease in the amount of any insurance covering all or a part of the Project and/or the Common Elements and the disposition of any proceeds thereof which would cause a violation of this Agreement or the other Loan Documents, (vi) the disposition of any excess insurance or Condemnation proceeds, (vii) a response to or action upon any Casualty, Condemnation or any other matter which requires Administrative Agent's approval hereunder or the other Loan Documents or is, in each case, prohibited hereunder or the other Loan Documents unless Borrower satisfies the relevant conditions under the Loan Documents applicable to the matter for which Administrative Agent's approval is required hereunder or the other Loan Documents, or (viii) the assessment or levy of any special assessment.

(d) Borrower shall not take (or cause to be taken) any action under the Condominium Documents that would be reasonably expected to result in the Mortgage not being "Permitted Mortgage" and/or Administrative Agent not being a "Permitted Mortgagee" of the Project within the meaning of the Condominium Declaration.

(e) Subject to and in accordance with the terms and conditions of the Condominium Proxy, Borrower has appointed Administrative Agent as Borrower's true and lawful attorney and proxy to vote, consent and otherwise act, on behalf of Borrower under the Condominium Documents, as a unit owner with respect to Borrower's ownership of the Units constituting the Project, at all annual, special, and other meetings of the unit owners of the Condominium (or by written consent in lieu thereof) and at any other time Borrower is required to vote, consent or act as a unit owner, including without limitation, the right to designate, remove, or replace the members and officers of the Condominium Board that Borrower is entitled to designate, remove or replace. Prior to the occurrence of an Event of Default, Administrative Agent's rights under the Condominium Proxy shall only be exercised in connection with (i) any amendment or modification to a material term or provision of the Condominium Documents which would reasonably be expected to have a Material Adverse Effect, (ii) any casualty and/or condemnation at the Project (including, without limitation, pursuant to Section 6.3.4 and Article 9 of the Bylaws) and/or (iii) any vote to withdraw the Project from the provisions of the Condominium Act of the State of New York or any termination of the Condominium Documents. Borrower shall not revoke any Condominium Proxy so long as the Loan is outstanding.

(f) Borrower, for and on behalf of itself and its direct and indirect successors and assigns as the owner of the Units which comprise the Project, to the extent permitted by law (i) irrevocably waives, to the extent permitted by law, any applicable law which grants to the trustees, members or managers of the Condominium Board and/or the owners of the condominium units rights to Net Proceeds derived from the Unit(s) owned by Borrower in the event of a Casualty or a Condemnation which are inconsistent with the provisions of this Agreement and (ii) expressly agrees to the application of the Net Proceeds related to the Unit(s) owned by Borrower in accordance with the provisions of this Agreement.

(g) Borrower has caused each member of the Condominium Board appointed by Borrower to execute and deliver to Administrative Agent an undated conditional resignation (a ***"Conditional Resignation***"), whereby the members of the Condominium Board appointed by Borrower tenders their resignations from the Condominium Board and instruct the Condominium Board that the successor members shall be designated by Administrative Agent, effective upon written notice from Administrative Agent to the Condominium Board that an Event of Default has occurred and is continuing beyond any applicable notice and/or cure period; it being understood and agreed that such notice from Administrative Agent shall be conclusive evidence that an Event of Default has occurred and is continuing beyond any applicable notice and/or cure period and the Condominium Board may rely on such notice from Administrative Agent without any further inquiry or investigation. Upon the occurrence of an Event of Default, Administrative Agent may, by notice to Borrower, tender any Conditional Resignation, now or hereafter delivered in connection with the Loan to the Condominium Board, whereupon the resignation of any such member shall become effective and successor members to the Condominium Board shall be designated by Administrative Agent for so long as an Event of Default is continuing, provided that upon the waiver or cure which is accepted by Administrative Agent of the Event of Default, the members of the Condominium Board appointed by Administrative Agent shall immediately resign from the Condominium Board and the members of the Condominium Board

appointed by Borrower shall be reinstated. Upon the release of any Unit from the Lien of the Mortgage, Administrative Agent shall promptly return any Conditional Resignation with respect to any Condominium Board member applicable to such Unit to Borrower and any such member appointed by Administrative Agent shall immediately resign from the Condominium Board.

(h) In the event of any removal or resignation of a member of the Condominium Board appointed by Borrower, Borrower shall promptly appoint a successor member to the Condominium Board who is either (i) approved in writing by Administrative Agent (such approval not to be unreasonably withheld, conditioned or delayed) or (ii) a Person employed or Controlled by ALX, VRT, VRLP or any of their respective subsidiaries, and concurrently with such successor's appointment to the Condominium Board, Borrower shall deliver to Administrative Agent a Conditional Resignation executed by such successor member.

(i) Borrower will do all things reasonably necessary to preserve and to keep unimpaired its material rights, powers and privileges under the Condominium Documents and to prevent the termination or expiration of the Condominium Documents, or the withdrawal of the Project from a condominium form of ownership under applicable law, to the end that Borrower may enjoy all of the material rights granted to it as a party to the Condominium Documents.

(a) Borrower will:

(i) promptly notify Administrative Agent of the receipt by Borrower of any notice from the Condominium Board or the owner of any other Unit not owned by Borrower, asserting or claiming a default by Borrower under the Condominium Documents or lack of compliance by Borrower with the Condominium Documents, in each case where such assertion or claim, or the alleged default or lack of compliance, would reasonably be expected to result in a Material Adverse Effect;

(ii) promptly notify Administrative Agent of the receipt by Borrower of any notice or request from the Condominium Board or the owner of any other Unit not owned by Borrower of the termination or purported termination of the Condominium Documents or to withdraw the Project from the Condominium pursuant to applicable law or to seek any action for partition; and

(iii) promptly cause a copy of each notice or request described in clauses (i) or (ii) above received by Borrower from the Condominium Board or the owner of any other Unit not owned by Borrower, or from a holder of any mortgage or deed of trust on such other Unit, to be delivered to Administrative Agent. Borrower will permit Administrative Agent to participate in any such partition or withdrawal proceeding to the extent permitted by law and the Condominium Documents (but Administrative Agent shall not be obligated so to do). Borrower will promptly deliver to Administrative Agent a copy of each notice, pleading, brief and preliminary, interim and final determination or decision and other papers received by it in each such partition or withdrawal proceeding.

Article 10

EVENTS OF DEFAULT

Each of the following shall constitute an "**Event of Default**" under the Loans:

Section 10.1 Payments.

Borrower's failure to (i) pay any regularly scheduled installment of principal or interest within five (5) days after the same becomes due and payable or any other amount due under the Loan Documents within five (5) days after the same becomes due and payable (unless the Loan Documents expressly provide for any longer period of time for any such other amount), or (ii) pay the entire principal amount of the Loans, together with all accrued interest and other amounts due under the Loan Documents at the Maturity Date, whether by acceleration or otherwise.

Section 10.2 Insurance.

Borrower's failure to maintain or cause to be maintained insurance as required under Section 3.1 of this Agreement.

Section 10.3 Single Purpose Entity.

If Borrower violates any of the provisions set forth clause (a) or (d) of the definition of "Single Purpose Entity" and such violation is not cured within ten (10) Business Days of the date that Administrative Agent delivers notice to Borrower of such violation.

Section 10.4 Property Taxes.

Subject to Borrower's contest right herein, if any of the Property Taxes are not paid before any fine, penalty, interest or cost may be added thereto.

Section 10.5 Sale, Encumbrance, Etc.

The sale, lease, exchange, conveyance, transfer, mortgage, assignment, pledge or encumbrance of any part or all of the Project, or any interest therein, or of any direct or indirect interest in Borrower, in violation of Section 9.1. Notwithstanding the foregoing, the existence of any Lease which is not a Permitted Lease, other than a master lease or ground lease of all or a substantial portion of the Project, shall not be subject to this Section 10.5, but shall instead be subject to Section 10.16.

Section 10.6 Representations and Warranties.

Any representation or warranty made in any Loan Document proves to be untrue in any material respect when made or deemed made, and such failure of such representation or warranty

to be true is not cured by Borrower within thirty (30) days after Administrative Agent gives notice to Borrower thereof, provided that if such Potential Default is not curable within such 30-day period then Borrower shall have an additional reasonable period to cure same not to exceed 60 days (i.e., 90 days in all), provided that Borrower has commenced to cure such Potential Default during the initial 30-day period and is at all times diligently and continuously proceeding to cure such Potential Default and the continuing existence of such Potential Default shall not have a Material Adverse Effect.

Section 10.7 [Intentionally omitted].

Section 10.8 Involuntary Bankruptcy or Other Proceeding.

Commencement of an involuntary case or other proceeding against Borrower which seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any of its property, and such involuntary case or other proceeding shall remain undismissed or unstayed for a period of one hundred twenty (120) days; or an order for relief against Borrower shall be entered in any such case under the Federal Bankruptcy Code.

Section 10.9 Voluntary Petitions, Etc.

Commencement by Borrower of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its Debts or other liabilities under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or any of its property, or consent by Borrower to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or the making by Borrower of a general assignment for the benefit of creditors, or the failure by Borrower, or the admission by Borrower in writing of its inability, to pay its debts generally as they become due, or any action by Borrower to authorize or effect any of the foregoing.

Section 10.10 Dissolution.

Borrower shall be terminated, dissolved or liquidated (as a matter of law or otherwise) or proceedings shall be commenced by any Person (including Borrower) seeking the termination, dissolution or liquidation of Borrower which, in the case of actions by Persons other than Borrower any of its Affiliates, shall continue unstayed and in effect for a period of one hundred twenty (120) or more days.

Section 10.11 Judgments.

A final, unappealable judgment is entered against Borrower for the payment of any Debt in excess of $2,000,000, which judgment shall continue for a period of ten (10) consecutive Business Days without being vacated, discharged, satisfied, or stayed or bonded pending appeal.

Section 10.12 Security.

The Liens created by the Security Documents shall at any time not constitute a valid and perfected first priority Lien (subject to the Permitted Encumbrances) on the collateral intended to be covered thereby in favor of Administrative Agent, free and clear of all other Liens (other than the Permitted Encumbrances), or any of the Security Documents shall for whatever reason be terminated or cease to be in full force and effect, or the enforceability thereof shall be contested by Borrower or any of its Affiliates. Notwithstanding the foregoing, (x) the existence of any Lien for the performance of any work or the supply of any materials which encumbers the Project or any part thereof shall not constitute an Event of Default under this Section 10.12, provided that (i) Borrower shall be contesting such Lien in accordance with Section 9.13 or (ii) such Lien shall be discharged from the Project, as a result of bonding or otherwise, not later than forty five (45) days after Borrower is notified of the existence of such Lien; and (y) the existence of any Lease which is not a Permitted Lease, other than a master lease or ground lease of all or a substantial portion of the Project, shall not be subject to this Section 10.12, but shall instead be subject to Section 10.16.

Section 10.13 [Intentionally omitted].

Section 10.14 [Intentionally omitted].

Section 10.15 Condominium Covenants.

Borrower shall fail to pay any of the Condominium Charges to be paid by Borrower pursuant to the Condominium Documents when the same are due and payable (taking into account any applicable grace or cure periods granted to Borrower pursuant to the Condominium Documents); or the Condominium Board fails in accordance with the terms of the Condominium Documents (A) following at least five (5) days written notice to Borrower (or upon written notice to Borrower, if any such insurance shall not be in full force and effect or shall be due to expire within one (1) Business Day), to keep the Common Elements and/or the Project, as applicable, insured against the hazards specified in the Condominium Documents in the amounts and pursuant to policies in the form specified therein or (B) to pay, as and when the same becomes due and payable, any charge or encumbrance which results in a Lien against the Project and such Lien shall not be discharged, dismissed or bonded by the Condominium Board or Borrower within forty-five (45) days of such imposition (provided that such failure to cause such Lien to be discharged, dismissed or bonded shall not result in an Event of Default if Borrower or the Condominium Board shall be contesting such Lien in accordance with Section 9.13), or

(C) without the prior written consent of Administrative Agent, Borrower fails to comply with any terms of the Condominium Documents and the Condominium Act beyond any applicable notice and grace periods and such failure results in a Material Adverse Effect with respect to the Project, or (D) the Condominium is terminated without Administrative Agent's prior written consent.

Section 10.16 Covenants.

Borrower's failure to fully perform any and all covenants and agreements under this Agreement or under any of the other Loan Documents, and, with respect to covenants and agreements other than those specifically reference in this Article 10, or for which another cure period is provided, such failure is not cured by Borrower within thirty (30) days after Administrative Agent gives notice to Borrower thereof, provided that if such Potential Default is not curable within such 30-day period then Borrower shall have an additional reasonable period to cure same not to exceed 60 days (i.e., 90 days in all), provided that Borrower has commenced to cure such Potential Default during the initial 30-day period and is at all times diligently and continuously proceeding to cure such Potential Default and the continuing existence of such Potential Default shall not have a Material Adverse Effect.

Article 11

REMEDIES

Section 11.1 Remedies - Insolvency Events.

Upon the occurrence of any Event of Default described in Section 10.8 or 10.9, the obligations of the Lenders to advance amounts hereunder shall immediately terminate, and all amounts due under the Loan Documents immediately shall become due and payable, all without written notice and without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or any other notice of default of any kind, all of which are hereby expressly waived by Borrower; provided, however, if the Bankruptcy Party under Section 10.8 or 10.9 is other than Borrower, then upon the occurrence of any Event of Default described in Section 10.8 or 10.9, all amounts due under the Loan Documents shall become immediately due and payable at Administrative Agent's election or by Administrative Agent at the direction of the Senior Lenders.

Section 11.2 Remedies - Other Events.

Except as set forth in Section 11.1, while any Event of Default exists, Administrative Agent may, and at the direction of the Senior Lenders shall, (1) by written notice to Borrower, declare the entire amount of the Loans to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or other notice of default of any kind, all of which are hereby expressly waived by Borrower, (2) terminate the obligation, if any, of the Lenders to

advance amounts hereunder, and (3) exercise all rights and remedies therefor under the Loan Documents and at law or in equity.

Section 11.3 Administrative Agent's Right to Perform the Obligations.

If Borrower shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then while any Event of Default exists, and without notice to or demand upon Borrower and without waiving or releasing any other right, remedy or recourse Administrative Agent or any Lender may have because of such Event of Default, Administrative Agent may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Borrower, and shall have the right to enter upon the Project for such purpose and to take all such action thereon and with respect to the Project as it may deem necessary or appropriate. If Administrative Agent shall elect to pay any sum due with reference to the Project pursuant to the immediately preceding sentence, Administrative Agent may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents during the continuance of an Event of Default, Administrative Agent shall not be bound to inquire into the validity of any apparent or threatened adverse title, Lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Additionally, if any Hazardous Materials affect or threaten to affect the Project, then, during the continuance of an Event of Default, Administrative Agent may (but shall not be obligated to) give such notices and take such actions as it deems necessary or advisable in order to abate the discharge of any Hazardous Materials or remove the Hazardous Materials. All sums paid by Administrative Agent pursuant to this Section 11.3, together with interest thereon at the Default Rate from the date of such payment or expenditure until paid, shall constitute additions to the Loans, shall be secured by the Loan Documents and shall be paid by Borrower to Administrative Agent upon demand.

Section 11.4 Application of Funds Received by Administrative Agent.

In the event that the entire amount of the Loans shall have been declared or becomes due and payable pursuant to the provisions of this Article, any funds received by Administrative Agent and the Lenders from or on behalf of Borrower shall be applied by Administrative Agent and the Lenders in accordance with Section 15.1.

Article 12

MISCELLANEOUS

Section 12.1 Notices.

(1) Generally. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to Borrower, to it at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: President and Chief Financial Officer (via email in lieu of Telecopy, at mfranco@vno.com); with copies to: (i) Borrower at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: Corporation Counsel (via email in lieu of Telecopy, at sborenstein@vno.com); (ii) Alexander's, Inc., c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: Chief Financial Officer (via email in lieu of Telecopy, at ghansen@vno.com) and (iii) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attention: Arthur S. Adler and Ralston W. Turbeville, Jr. (via email in lieu of Telecopy, at adlera@sullcrom.com and turbeviller@sullcrom.com);

(b) if to Administrative Agent, to it c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: President and Chief Financial Officer (via email in lieu of Telecopy, at mfranco@vno.com); with copies to: (i) Borrower at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: Corporation Counsel (via email in lieu of Telecopy, at sborenstein@vno.com); and (ii) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attention: Arthur S. Adler and Ralston W. Turbeville, Jr. (via email in lieu of Telecopy, at adlera@sullcrom.com and turbeviller@sullcrom.com);

(c) if to any Lender (other than Administrative Agent) to it at its address (or telecopy number) set forth on Schedule 12.1 hereto or in its Assignment and Assumption (as applicable); and

(d) if to ALX, to it at c/o Vornado Realty Trust 888 Seventh Avenue, New York, New York 10106, Attention: Chief Financial Officer (via email in lieu of Telecopy, at ghansen@vno.com); with copies to Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attention: Arthur S. Adler and Ralston W. Turbeville, Jr. (via email in lieu of Telecopy, at adlera@sullcrom.com and turbeviller@sullcrom.com).

(2) Electronic Notices. Administrative Agent or Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(3) Changes in Address. Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All

notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.2 Amendments, Waivers, Etc.

(1) Subject to any consents required pursuant to Sections 12.2(2) and 12.2(3), this Agreement and any other Loan Document may be amended, modified or supplemented by an instrument in writing signed by Borrower and Administrative Agent.

(2) Notwithstanding anything in Section 12.2(1) to the contrary, Administrative Agent will not, without the written consent of the Senior Lenders (subject to any standard of reasonability as may be expressly set forth in the Loan Documents), (a) execute and deliver any material amendment, modification or supplement of the Loan Documents or any instrument waiving or consenting to a departure from any of the material requirements of the Loan Documents, including, without limitation, any material amendment, modification or supplement of, or any waiver or departure from any of the material requirements of, the provisions of Section 3.1 (Insurance) (other than Section 3.l(l)(h)), Section 9.3 (Control; Management); Section 12.23 (Assignments and Participations), Article 14 (Administrative Agent), the definitions of "Single Purpose Entity" and "Threshold Amount" set forth in Section 1.1, or any provisions of the Loan Documents which pursuant to their express terms require the Senior Lenders' consent; (b) after the occurrence of an Event of Default, (i) waive any Event of Default which is the subject of any written notice of default given by Administrative Agent to Borrower; (ii) declare the Loans to be immediately due and payable, or rescind any such declaration; (iii) commence any action to foreclose the lien of the Mortgage or conduct a foreclosure sale pursuant to a power of sale; (iv) accept a deed in lieu of foreclosure; (v) seek the appointment of a receiver; or (vi) file or approve any plan in any bankruptcy proceeding involving Borrower or the Project; (vii) commence any suit on the Note to collect the Indebtedness; or (c) after any foreclosure of the lien of the Mortgage or acceptance of a deed in lieu of foreclosure, (i) adopt a post-foreclosure plan or (ii) appoint a property manager for the Project other than in accordance with such approved Post-Foreclosure Plan.

(3) Notwithstanding anything in Sections 12.2(1) and 12.2(2) to the contrary,

(i) Administrative Agent will not, without the consent of the Lender affected thereby (subject to any standard of reasonability as may be expressly set forth in the Loan Documents), agree to (a) reduce, or forgive any portion of, the principal amount of such Lender's Loan (subject to the terms of Section 15.1 and Section 15.5), (b) reduce the interest rate on such Lender's Loan (but, for clarity, the Administrative Agent may waive or reduce the accrual of interest at the Default Rate), (c) modify the terms of Section 12.23 in manner materially adverse to such Lender or (d) modify the terms of Sections 15.1 through Section 15.4 (inclusive) in a manner materially adverse to such Lender; and

(ii) Administrative Agent will not, without the consent of the Junior Lenders agree to any action that requires the consent of the Junior Lenders under the Recognition Agreement.

(4) Notwithstanding anything to contrary contained in this Agreement, any modification or supplement of Article 14, or of any of the rights or duties of Administrative Agent hereunder shall require the consent of Administrative Agent.

Section 12.3 Limitation on Interest.

It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, all agreements between Borrower, Administrative Agent and the Lenders with respect to the Loans are hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Administrative Agent or any Lender or charged by any Lender for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loans would be usurious under applicable law (including the laws of the State and the laws of the United States of America), then, notwithstanding anything to the contrary in the Loan Documents: (1) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Notes by the holders thereof (or, if the Notes have been paid in full, refunded to Borrower); and (2) if maturity is accelerated by reason of an election by Administrative Agent in accordance with the terms hereof, or in the event of any prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be cancelled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Notes (or, if the Notes have been paid in full, refunded to Borrower). The terms and provisions of this Section 12.3 shall control and supersede every other provision of the Loan Documents. The Loan Documents are contracts made under and shall be construed in accordance with and governed by the laws of the State, except that if at any time the laws of the United States of America permit the Lenders to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by the laws of the State (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which the Lenders may contract for, take, reserve, charge or receive under the Loan Documents.

Section 12.4 Invalid Provisions.

If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan

Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

Section 12.5 Reimbursement of Expenses.

Borrower shall pay or reimburse Administrative Agent or the Lenders on demand of the applicable party for: (1) all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees, disbursements and other charges) incurred by Administrative Agent and the Lenders in connection with the preparation, negotiation, execution and recording of this Agreement and the Loan Documents being executed and delivered concurrently herewith, (2) all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees, disbursements and other charges) incurred by Administrative Agent from time to time in connection with the Loans, including the negotiation, preparation, execution, delivery and administration of any consents, amendments, waivers or other modifications to this Agreement and the other Loan Documents, (3) all out-of-pocket amounts expended, advanced or incurred by Administrative Agent in connection with the enforcement of the rights of Administrative Agent or the Lenders under this Agreement or any other Loan Document or in connection with defending the rights and claims of Administrative Agent and the Lenders under the Loan Documents or with respect to the Project (by litigation or other proceeding), which amounts will include all reasonable out-of-pocket court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be incurred by Administrative Agent in connection with any such matters (whether or not litigation is instituted); and (4) all out-of-pocket amounts expended, advanced or incurred by a Lender in connection with such Lender's enforcement of its rights under this Agreement or another Loan Document by reason of Borrower's default hereunder or thereunder (by litigation or other proceeding), subject to the terms of Section 12.2 and the provisions of the Recognition Agreement to the extent the same limit a Lender's right or authority to enforce such rights, which amounts will include all reasonable out-of-pocket court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be incurred by such Lender in connection with any such matters (whether or not litigation is instituted), provided, however, that Borrower shall not be liable under this Section 12.5 for the payment of any such costs and expenses to the extent the same arise (A) by reason of the gross negligence, illegal acts, fraud or willful misconduct of Administrative Agent or any of the Lenders, (B) in any other instance herein or in any other Loan Document that provides that the matter in question is to be at the expense of Administrative Agent or any Lender or at no cost to Borrower or words of similar import, (C) in connection with any assignment, syndication or sale of participations in the Loans, (D) in connection with any dispute, proceeding, buy-sell or other matters as may arise between or among Administrative Agent and/or one or more Lenders, or (E) in connection with the execution of any note to replace lost, destroyed or mutilated notes. To the extent any amounts due under this Section 12.5 are not paid by Borrower within ten (10) Business Days after demand therefor by Administrative Agent, such amounts shall bear interest at the Default Rate from the date such amounts shall be incurred until paid, and in any event, all of such amounts shall secured by the Loan Documents.

Section 12.6 Approvals; Third Parties; Conditions.

All approval rights retained or exercised by Administrative Agent and the Lenders with respect to leases, contracts, plans, studies and other matters are solely to facilitate the Lenders' credit underwriting, and shall not be deemed or construed as a determination that the Lenders have passed on the adequacy thereof for any other purpose and may not be relied upon by any other Person. This Agreement is for the sole and exclusive use of Administrative Agent, the Lenders and Borrower and may not be enforced, nor relied upon, by any Person other than Administrative Agent, the Lenders and Borrower. All conditions of the obligations of Administrative Agent and the Lenders hereunder, including the obligation to make advances, are imposed solely and exclusively for the benefit of Administrative Agent and the Lenders, their successors and assigns, and no other Person shall have standing to require satisfaction of such conditions or be entitled to assume that the Lenders will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Administrative Agent and the Lenders at any time in their sole and absolute discretion.

Section 12.7 Lenders and Administrative Agent Not in Control; No Partnership.

None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Administrative Agent or any Lender the right or power to exercise control over the affairs or management of Borrower, the power of Administrative Agent and the Lenders being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and the Lenders is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Administrative Agent, the Lenders and Borrower or to create an equity in the Project in Administrative Agent or any Lender. Administrative Agent and the Lenders neither undertake nor assume any responsibility or duty to Borrower or to any other person with respect to the Project or the Loans, except as expressly provided in the Loan Documents; and: (1) neither Administrative Agent nor any Lender is, nor shall be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower or its stockholders, members, or partners and neither Administrative Agent nor any Lender intends to ever assume such status; (2) no Lender or Administrative Agent shall in any event be liable for any Debts, expenses or losses incurred or sustained by Borrower; and (3) no Lender or Administrative Agent shall be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or its stockholders, members, or partners. Administrative Agent, the Lenders and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Administrative Agent, the Lenders and Borrower, or to create an equity in the Project in Administrative Agent or any Lender, or any sharing of liabilities, losses, costs or expenses.

Section 12.8 Time of the Essence.

Time is of the essence with respect to this Agreement.

Section 12.9 Successors and Assigns.

Subject to the provisions of Section 12.23, this Agreement shall be binding upon and inure to the benefit of Administrative Agent, the Lenders and Borrower and the respective successors and permitted assigns.

Section 12.10 Junior Lenders Not Obligated to Make Any Protective Advances.

Any provision herein to the contrary notwithstanding, in no event shall any Junior Lender be obligated to fund any protective advances or any other amounts with respect to the Project or the Loan.

Section 12.11 Waivers.

No course of dealing on the part of Administrative Agent or any Lender, their officers, employees, consultants or agents, nor any failure or delay by Administrative Agent or any Lender with respect to exercising any right, power or privilege of Administrative Agent or any Lender under any of the Loan Documents, shall operate as a waiver thereof.

Section 12.12 Cumulative Rights.

Rights and remedies of Administrative Agent and the Lenders under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

Section 12.13 Singular and Plural.

Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

Section 12.14 Phrases.

When used in this Agreement and the other Loan Documents, the phrase "including" shall mean "including, but not limited to," and except as qualified by the words "reasonable" or "reasonably" (i) the phrases "satisfactory to any Lender" or "satisfactory to Administrative Agent" shall mean in form and substance satisfactory to such Lender or Administrative Agent, as the case may be, in all respects, (ii) the phrases "with Lender's consent", "with Lender's approval", "with Administrative Agent's consent" or "with Administrative Agent's approval" shall mean such consent or approval at Lender's or Administrative Agent's, as the case may be,

discretion, and (iii) the phrases "acceptable to Lender" or "acceptable to Administrative Agent" shall mean acceptable to Lender or Administrative Agent, as the case may be, at such party's sole and absolute discretion.

Section 12.15 Exhibits and Schedules.

The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

Section 12.16 Titles of Articles, Sections and Subsections.

All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

Section 12.17 Promotional Material.

All references to Administrative Agent or any Lender relating to the Loans contained in any press release, advertisement or promotional material issued by Borrower or any Affiliate thereof shall be approved in writing by Administrative Agent and such Lender in advance of issuance, and all references to Borrower or any Affiliate thereof relating to the Loans contained in any press release, advertisement or promotional material issued by Administrative Agent or any Lender or any Affiliate thereof shall be approved in writing by Borrower in advance of issuance; provided, however, that no approval shall be required if such reference is contained in any filing required to be made with the United Stated Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, or in any other filing required to be made with any Governmental Authority.

Section 12.18 Survival.

Except as otherwise expressly stated in this Agreement, all of the obligations of Borrower under the indemnification provisions of the Agreement and the other Loan Documents (including, without limitation, the environmental indemnities under Article 5) shall survive (a) the repayment in full of the Loans and the release of the Liens evidencing or securing the Loans, (b) the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Project to any party, whether or not an Affiliate of Borrower, and (c) in the case of any Lender that may assign any interest in its Commitment or Loans hereunder in accordance with the terms of this Agreement, the making of such assignment, notwithstanding that such assigning Lender may cease to be a "Lender" hereunder.

Section 12.19 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 12.20 Governing Law.

(1) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS WERE NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY ADMINISTRATIVE AGENT AND LENDERS AND ACCEPTED BY BORROWER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTES DELIVERED PURSUANT HERETO WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(2) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST ADMINISTRATIVE AGENT, ANY LENDER OR BORROWER ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS MAY AT ADMINISTRATIVE AGENT'S OPTION (WHICH DECISION SHALL BE MADE BY THE SENIOR LENDERS) BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND BORROWER WAIVES ANY OBJECTIONS

WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT THE CORPORATION TRUST COMPANY HAVING AN OFFICE LOCATED AT 111 EIGHTH AVENUE, NEW YORK, NEW YORK 10011, AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER, IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (A) SHALL GIVE PROMPT NOTICE TO ADMINISTRATIVE AGENT OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (B) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (C) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 12.21 Entire Agreement.

This Agreement and the other Loan Documents embody the entire agreement and understanding between Administrative Agent, the Lenders and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 12.22 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Section 12.23 Assignments and Participations.

(1) **Assignments by Borrower**. Borrower may not assign any of its rights or obligations hereunder or under the Notes without the prior written consent of all of the Lenders and Administrative Agent or as permitted herein.

(2) **Assignments by the Lenders**. Each Lender may assign any of its Loans and Notes; provided that:

(a)without Borrower's consent, (i) no assignment of or grant of any other interest in, a Loan shall be made to any Prohibited Person, (ii) such assignment shall not result in any increased costs to, or obligations of, Borrower hereunder as of the date of such sale; (iii) no assignment of a Junior Note shall be made unless such is assignment is with respect to the entirety of such Junior Note; and (iv) no assignment of a Junior Note shall be made without compliance with the right of first offer set forth in the Recognition Agreement;

(b) except to the extent Administrative Agent shall otherwise consent, any such partial assignment (other than to another Lender or an Affiliate of a Lender) shall be in an amount at least equal to $10,000,000;

(c)upon execution and delivery by the assignee (even if already a Lender) to Borrower and Administrative Agent of an Assignment and Assumption having the Loans specified in such instrument, the assignee shall have, to the extent of such assignment, the obligations, rights and benefits of a Lender hereunder holding the Loans (or portions thereof) assigned to it (in addition to the Loans, if any, theretofore held by such assignee) and the assigning Lender shall, to the extent of such assignment, be released from the Loans (or portion thereof) so assigned. Upon each such assignment the assigning Lender shall pay Administrative Agent a processing and recording fee of $3,500 and the reasonable fees and disbursements of Administrative Agent's counsel incurred in connection therewith; and

(d) notwithstanding anything herein to the contrary, so long as no Event of Default shall have occurred and be continuing, Administrative Agent (including any successor Administrative Agent) shall not assign and/or grant participations if after such assignment and/or participation it would then retain Senior Loans of less than 10% of the total amount of all Senior Loans.

(3) **Participations**. A Lender may sell or agree to sell to one or more other Persons (each a "**Participant**") a participation in all or any part of any Loans held by it, provided (A) such Lender's obligations under this Agreement and the other Loan Documents shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) Borrower, Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents, (D) without Borrower's consent, such participation shall not result in any increased costs to, or obligations of, Borrower hereunder as of the date of such sale, (E) without Borrower's consent, no participation or grant of any other interest in a Loan shall be made to any Prohibited Person, (F) no participation or grant of any other interest in a Junior Note shall be made unless with respect to the entirety of such Junior Note; and (G) no participation or grant of any other interest in a Junior Note shall be made without compliance with the right of first offer set forth in the Recognition Agreement. In no event shall a Lender that sells a participation agree with the Participant to take or refrain from taking any action hereunder or under any other Loan Document except that such Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) extend the date fixed for the payment of principal of or interest on the related Loan or Loans or any portion of any fee hereunder payable to the Participant, (ii) reduce the amount of any such payment of principal (subject to the terms of Section 15.1 and Section 15.5), (iii) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Participant, to a level below the rate at which the Participant is entitled to receive such interest or fee or

(iv) consent to any modification, supplement or waiver hereof or of any of the other Loan Documents to the extent that the same, under Section 12.2, requires the consent of each Lender.

(4) **Certain Pledges**. In addition to the assignments and participations permitted under the foregoing provisions of this Section 12.23 (but without being subject thereto), any Lender may (without notice to Borrower, Administrative Agent or any other Lender and without payment of any fee) assign and pledge all or any portion of its Loans and its Notes to any Federal Reserve Bank as collateral security pursuant to Regulation A and any operating circular issued by such Federal Reserve Bank, and such Loans and Notes shall be fully transferable as provided therein. No such assignment shall release the assigning Lender from its obligations hereunder.

(5) **Provision of Information to Assignees and Participants**. A Lender may from time to time furnish any information concerning Borrower or any of its Affiliates or the Project delivered to such Lender pursuant to this Agreement to assignees and participants (including prospective assignees and participants) so long as such assignee or participant (or such prospective assignee or participant), as applicable, agrees in writing to comply with the confidentiality provisions set forth herein and in the other Loan Documents.

(6) **No Assignments to Borrower or Affiliates**. Anything in this Section 12.23 to the contrary notwithstanding, no Lender may assign or participate any interest in any Loan held by it hereunder to Borrower or any of its Affiliates without the prior written consent of Administrative Agent.

Section 12.24 Brokers.

Borrower hereby represents to Administrative Agent and each Lender that Borrower has not dealt with any broker, underwriters, placement agent, or finder in connection with the transactions contemplated by this Agreement and the other Loan Documents. Borrower hereby agrees to indemnify and hold Administrative Agent and each Lender harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of Borrower in connection with the transactions contemplated herein.

Section 12.25 Limits on Set-offs.

(1) Each Lender agrees that it shall not exercise any right of set-off, banker's lien, or otherwise, against any assets of Borrower (including all general or special, time or demand, provisional or other deposits and other indebtedness owing by such Lender to or for the credit or the account of Borrower) without the prior written consent of Administrative Agent.

(2) Without affecting the terms of Section 12.25(1), each Lender agrees that it shall turn over to Administrative Agent any payment (whether voluntary or involuntary, through the exercise of any right of setoff or otherwise) on account of the Loans held by it in excess of the amount to which it is otherwise entitled pursuant to the terms hereof.

Section 12.26 Limitation on Liability of Administrative Agent's and the Lenders' Officers, Employees, etc.

Any obligation or liability whatsoever of Administrative Agent or any Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of Administrative Agent's or such Lender's respective assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Administrative Agent's or any Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

Section 12.27 [Intentionally omitted]

Section 12.28 WAIVER OF SPECIAL DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST ANY OTHER PARTY ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS CONTEMPLATED HEREBY, THE LOANS OR THE USE OF THE PROCEEDS THEREOF.

Section 12.29 USA PATRIOT ACT NOTIFICATION.

Each Lender that is subject to the requirements of Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318, hereby notifies Borrower that pursuant to the requirements of such Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Administrative Agent to identify Borrower in accordance with said Act.

Article 13

RECOURSE; WAIVERS

Section 13.1 Recourse.

This Agreement and the other Loan Documents are valid and binding full recourse obligations of Borrower and shall be non-recourse to the Sole Member and to ALX and to the partners, officers, directors, trustees, shareholders and employees of Borrower, Sole Member and ALX.

Section 13.2 Termination of Certain Guaranties; Release from EI.

(1) The Interest Guaranty, dated as of September 14, 2020, made by ALX, to JPMorgan Chase Bank, N.A., as administrative agent for the benefit of the Lenders (as defined therein), as modified, amended and/or supplemented from time to time, is hereby terminated and ALX is hereby released of all of its obligations and liabilities thereunder.

(2) The Leasing Costs Guaranty, dated as of September 14, 2020, made by ALX to JPMorgan Chase Bank, N.A., as administrative agent for the benefit of the Lenders (as defined therein), as modified, amended and/or supplemented from time to time, is hereby terminated, and ALX is hereby released of all of its obligations and liabilities thereunder.

(3) The Non-Recourse Exceptions Guaranty, dated as of August 5, 2015, made by ALX to JPMorgan Chase Bank, N.A., as administrative agent for the benefit of the Lenders (as defined therein), as modified, amended and/or supplemented from time to time, is hereby terminated, and ALX is hereby released of all of its obligations and liabilities thereunder.

(4) ALX is hereby released of all of its obligations and liabilities under the Environmental Indemnity Agreement, dated as of August 5, 2015, by Borrower and ALX to JPMorgan Chase Bank, N.A., as administrative agent for the benefit of the Lenders (as defined therein), as modified, amended and/or supplemented from time to time. For the avoidance of doubt, the foregoing shall not limit ALX's liability pursuant to clause (c) of Section 12 of the Recognition Agreement.

Section 13.3 Releases of Account Collateral; Waiver of Certain Claims.

(1) Administrative Agent and each holder of an Original Note hereby agrees to the release of any security interest or lien held by Administrative Agent in any Reserve Account Collateral (as defined in the Original Loan Agreement) and/or Restricted Collateral (as defined in the Original Loan Agreement) and to the disbursement to Borrower of all funds comprising the same, in whole or in part (free and clear of any such security interest or lien). Administrative Agent shall execute and deliver such instruments, filings, instructions, notices and other writings as Borrower shall reasonably request to fully effectuate such release and disbursements.

(2) Excluding any claims and/or rights under the Environmental Indemnity (as defined in the Original Indemnity) (whether known or unknown as of the Effective Date) (excluding claims and/or rights against ALX, which are being released pursuant to Section 13.2(4)), each of Administrative Agent and the Lenders (as each such term is defined in the Original Loan Agreement) hereby waives any and all claims it may have against Borrower or its Affiliates (including ALX), and all of their agents, servants, employees, directors, officers, parents, affiliates, subsidiaries, and the successors and assigns of all of the foregoing, as of the Effective Date, with respect to any accrued and unpaid interest, default interest, late charges, taxes, fees and expenses arising under, out of or relating to the Original Loan Agreement or the Loan Documents (as defined in the Original Loan Agreement), including by reason of any default by Borrower or any of its Affiliates (including ALX) thereunder, provided however, nothing herein shall be construed as a release of Borrower or (except as expressly provided herein) ALX from its obligations under this Agreement or the other Loan Documents.

(3)

Article 14

ADMINISTRATIVE AGENT

Section 14.1 Appointment.

Each of the Lenders hereby irrevocably appoints Administrative Agent as its agent and authorizes Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

Section 14.2 Capacity as Lender.

The bank serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with Borrower or Affiliate thereof as if it were not Administrative Agent hereunder.

Section 14.3 Duties and Obligations.

Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Potential Default or Event of Default has occurred and is continuing, (b) Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that Administrative Agent is required to exercise in writing as directed by the Senior Lenders, and (c) except as expressly set forth herein, Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Borrower or any of its subsidiaries or Affiliates that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Senior Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in this Agreement or the other Loan Documents) or in the absence of its own gross negligence or willful misconduct. Administrative Agent shall be deemed not to have knowledge of any Potential Default or Event of Default unless and until written notice thereof is given to Administrative Agent by Borrower or a Lender, and Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan

Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in this Agreement, other than to confirm receipt of items expressly required to be delivered to Administrative Agent, (vi) the value, sufficiency, creation, perfection or priority of any lien on the Mortgaged Property, or (vii) the financial condition of Borrower or ALX.

Section 14.4 Reliance.

Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. Administrative Agent may consult with legal counsel (who may be counsel for Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 14.5 Sub-Agents.

Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by Administrative Agent. Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 14.6 Resignation.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this Section, Administrative Agent may resign at any time by notifying the Lenders and Borrower. Upon any such resignation, the Senior Lender shall have the right, in consultation with Borrower (provided that no Event of Default then exists), to appoint a successor. If no successor shall have been so appointed by the Senior Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, including, without limitation, Section 12.23(2)(e), and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by Borrower to a successor Administrative Agent shall

be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After Administrative Agent's resignation hereunder, the provisions of this Article and Section 12.5 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Section 14.7 Independent Credit Analysis.

Each Lender acknowledges that it has, independently and without reliance upon Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, the other Loan Documents, any related agreement or any document furnished hereunder or thereunder.

Section 14.8 Lender Actions Against Collateral.

Each Lender agrees that it will not take any action, nor institute any actions or proceedings, with respect to Borrower's obligations under this Agreement or any other Loan Document, against Borrower or any other obligor under this Agreement or the other Loan Documents or against any of the Mortgaged Property (including, without limitation, set-off rights against Borrower) without the consent of the Administrative Agent. With respect to any action by Administrative Agent to enforce the rights and remedies of Administrative Agent and the Lenders under this Agreement and the other Loan Documents, each Lender hereby consents to the jurisdiction of the court in which such action is maintained, and agrees to deliver its Notes to Administrative Agent to the extent necessary to enforce the rights and remedies of Administrative Agent for the benefit of the Lenders under the Mortgage in accordance with the provisions hereof. Each Lender agrees to indemnify each of the other Lenders for any loss or damage suffered or cost incurred by such other Lender (including without limitation, attorneys' fees and expenses and other costs of defense) as a result of the breach of this Section 14.8 by such Lender.

Section 14.9 Lender Reply Period.

All communications from Administrative Agent to Lenders requesting Lenders' determination, consent or approval, in each case to the extent required under the terms of this Agreement, (i) shall be given in the form of a written notice to each Lender, (ii) shall be accompanied by a description of the matter as to which such determination, consent or approval is requested, (iii) shall include a legend substantially as follows, printed in capital letters or boldface type:

"THIS COMMUNICATION REQUIRES IMMEDIATE RESPONSE. FAILURE TO RESPOND WITHIN FIVE (5) DAYS AFTER THE DELIVERY OF THIS COMMUNICATION SHALL CONSTITUTE A DEEMED APPROVAL BY THE ADDRESSEE OF THE MATTER DESCRIBED ABOVE."

and (iv) shall include Administrative Agent's recommended course of action or determination in respect thereof. Each Lender shall reply promptly to any such request, but in any event within five (5) days after the delivery of such request by Administrative Agent (the "**Lender Reply Period**"). Unless a Lender shall give written notice to Administrative Agent that it objects to the recommendation or determination of Administrative Agent (together with a written explanation of the reasons behind such objection) within the Lender Reply Period, such Lender shall be deemed to have approved of or consented to such recommendation or determination. With respect to decisions requiring the approval of the Senior Lenders or all Lenders, Administrative Agent shall timely submit any required written notices to all Lenders and upon receiving the required approval or consent shall follow the course of action or determination recommended by Administrative Agent or such other course of action recommended by the Senior Lenders or all of the Lenders, as the case may be, and each non-responding Lender shall be deemed to have concurred with such recommended course of action.

Section 14.10 [Intentionally omitted]

Section 14.11 [Intentionally omitted].

Section 14.12 Borrower's Rights.

Except for the provisions of this Article 14 which expressly grant Borrower any rights, the provisions of this Article 14 are solely for the benefit of Administrative Agent and the Lenders, and Borrower shall not have any rights to rely on, enforce or consent to any waiver, modification or amendment of, any of the provisions hereof; provided, however, that Borrower (a) acknowledges and agrees to the limitations set forth in Section 12.2(1) on Administrative Agent's ability to act unilaterally with respect to this Agreement or the other Loan Documents, and (b) agrees that Administrative Agent's inability to deliver any consent to, or approval of, an action requested by Borrower due to lack of appropriate Lender consent where Lender consent is required in accordance with the provisions of Section 12.2(1) shall not constitute an unreasonable withholding or delay by Administrative Agent in the giving of such consent or approval. Notwithstanding the foregoing, Borrower shall be entitled to rely on consents and approvals executed by Administrative Agent without investigation as to the existence of proper Lender authorization.

Section 14.13 Indemnification by the Lenders.

The Lenders agree to indemnify Administrative Agent (to the extent not reimbursed under Section 12.5, but without limiting the obligations of Borrower under Section 12.5) ratably

in accordance with the aggregate principal amount of the Loans held by the Lenders (or, if no Loans are at the time outstanding, ratably in accordance with their respective Commitments), for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever that may be imposed on, incurred by or asserted against Administrative Agent (including by any Lender) arising out of or by reason of any investigation in or in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (including, without limitation, the costs and expenses that Borrower is obligated to pay under Section 12.5, but excluding, unless a Event of Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or of any such other documents.

Article 15

CAPITAL EVENTS WATERFALL APPLICATION; AVAILABLE CASH WATERFALL APPLICATION; RECOGNITION AGREEMENT

Section 15.1 Capital Event Transaction.

(1) In the event there occurs a Capital Event Transaction, on the date of closing on the Capital Event Transaction, Borrower shall tender the Capital Event Transaction Proceeds to Administrative Agent, and the Capital Event Transaction Proceeds (which, for purposes of this Article, shall include any funds or assets held by or on behalf of the Lenders for the repayment of the Loan) shall be applied by Administrative Agent against the outstanding Indebtedness as follows:

(1) First, to the Administrative Agent for the payment of reasonable out-of-pocket costs and expenses due the Administrative Agent under the Loan Documents and reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the Capital Event Transaction closing;

(2) Second, to the Senior Lender, for the payment of the outstanding principal of, and unpaid interest accrued through the date of such application on, the Senior Note and any other amounts owed in respect of the Senior Loan under the Loan Documents;

(3) Third, to Intermediate Lender, for the payment of the outstanding principal of, and unpaid interest accrued through the date of such application on, the Intermediate Loan and any other amounts owed in respect of the Intermediate Loan under the Intermediate Loan Documents;

(4) Fourth, on a *pari passu* basis,

(i) Seventy percent (70%) to the Junior Lenders, on a *pari passu* basis, for the payment of the outstanding principal of, and unpaid interest accrued through

the date of such application on, the Junior Loan and any other amounts owed in respect of the Junior Loan under the Loan Documents;

(ii) Thirty percent (30%) to Borrower; and

(5) Fifth, to Borrower.

(i) Amounts distributed to Borrower under subsections (4)(ii) and (5) of this Section 15.1 shall be free and clear of any lien or security interest in favor of Administrative Agent or Lenders and may be freely distributed by Borrower to its owners.

Section 15.2 Capital Event Transaction Notice.

(i) In the event Borrower intends to enter into a Capital Event Transaction (excluding, however, a foreclosure sale), Borrower shall timely deliver a Capital Event Transaction Notice to Administrative Agent who shall promptly deliver the same to the Junior Lenders. A Capital Event Transaction Notice may be revoked by Borrower at any time following delivery, provided, Borrower shall be responsible for the reasonable out-of-pocket costs and expenses of Administrative Agent and the Lenders incurred as a result of Administrative Agent and the Lenders having received such Capital Event Transaction Notice (but, for clarity, in no event shall Borrower be liable for any breakage, hedging or other similar costs and expenses that may be incurred by any Lender).

Section 15.3 Capital Event Refinancing Valuation.

(1) If the Capital Event Refinancing Lender in the Capital Event Refinancing has obtained an Appraisal, then the appraised value of the Project set forth therein shall be the Capital Event Refinancing Valuation.

(2) If the Capital Event Refinancing Lender in the Capital Event Refinancing has not obtained an Appraisal, then within ten (10) days after Administrative Agent's receipt (and delivery to the Junior Lenders) of Borrower's written notice of the intended Capital Event Refinancing, the Junior Lenders shall appoint a Valuation Expert and Borrower shall appoint a second Valuation Expert. Each party shall notify the other of the identity of the Valuation Expert so engaged within ten (10) days after receipt of the notice regarding the intended Capital Event Refinancing. All requests for information related to the Valuation shall be submitted in writing to Borrower, and Borrower shall use commercially reasonable efforts to respond with the requested information within five (5) days following receipt of such request. Each Valuation Expert shall prepare a broker's opinion of value (each a "**BOV**") in writing within twenty (20) days after its appointment, addressed to the Junior Lenders, Administrative Agent and Borrower. If Borrower does not appoint a Valuation Expert within the required time period, the BOV prepared by Junior Lenders' Valuation Expert shall be the only BOV used to determine the Capital Event Refinancing Valuation. If the Junior Lenders do not appoint a Valuation Expert within the required time period set forth above and if the correspondence from Borrower notifying the Junior Lenders of such failure contains the following statement at the top of the first page thereof in capitalized, bold faced lettering stating that "IF YOU FAIL TO APPOINT A VALUATION EXPERT WITHIN TEN (10) DAYS AFTER THE EFFECTIVE DATE OF THIS NOTICE,

THE BOV PREPARED BY BORROWER'S VALUATION EXPERT SHALL BE THE ONLY BOV USED TO DETERMINE THE CAPITAL EVENT REFINANCING TRANSACTION VALUATION" and if the Junior Lenders shall fail to appoint a Valuation Expert within ten (10) days after the effective date of Borrower's notice, then the BOV prepared by Borrower's Valuation Expert shall be the only BOV used to determine the Capital Event Refinancing Valuation.

(3) If the dollar amount value set forth in the BOV prepared by one Valuation Expert is not greater than or is equal to one hundred ten percent (110%) of the dollar amount value set forth in the BOV prepared by the other Valuation Expert, then the dollar amount used in calculating the Capital Event Refinancing Valuation shall be the average of the two BOVs generated by the Valuation Experts. If the dollar amount value set forth in the BOV prepared by one Valuation Expert is greater than one hundred ten percent (110%) of the dollar amount value set forth in the BOV prepared by the other Valuation Expert, the two Valuation Experts shall have five (5) days to appoint a third Valuation Expert from among those specified in the definition of Valuation Expert which have not been appointed by either Borrower or Junior Lenders (the "Third Valuation Expert"). If the two Valuation Experts first selected fail to appoint a Third Valuation Expert, then the Third Valuation Expert shall be selected from among those specified in the definition of Valuation Expert which have not been appointed by either Borrower or Junior Lenders by the then president of the Real Estate Board of New York or its successor at the request of the Junior Lenders or Borrower (provided that if the Real Estate Board or its successor shall not then exist or shall fail to appoint a Third Valuation Expert within ten (10) days after such request, then the Third Valuation Expert shall be selected from among those specified in the definition of Valuation Expert which have not been appointed by either Borrower or Junior Lenders by JAMS (f/k/a Judicial Arbitration and Mediation Services, Inc.) or its successor at the request of the Junior Lenders or Borrower). The Third Valuation Expert shall deliver to the Junior Lenders and Borrower, within twenty (20) days after its appointment, its BOV in writing, which BOV must be addressed to the Junior Lenders, the Administrative Agent and Borrower. The dollar amount value to be used in calculating the Capital Event Refinancing Valuation shall be the average of the two BOVs generated by the three Valuation Experts which are closest in value. In the event that any Capital Event Refinancing is not consummated within six (6) months of the date of any BOV, Borrower and/or the Junior Lenders, as applicable, shall cause the applicable Valuation Expert to update and re-date such BOV.

(4) If the Valuation Experts appointed by Borrower and the Junior Lenders shall have delivered their BOVs in accordance with Section 15.3(2), but the Capital Event Refinancing Valuation shall have not been determined pursuant to Section 15.3(3), then Borrower may nevertheless effect the closing of the Capital Event Refinancing, provided that, pending the determination of the Capital Event Refinancing Valuation, the Capital Event Transaction Proceeds shall be determined by reference to the BOV delivered by the Valuation Expert appointed by Borrower, and at such closing, (i) the Capital Event Transaction Proceeds shall be distributed in accordance with Section 15.1, (ii) the liens and security interests pursuant to the Mortgage and other Security Instruments shall be released or assigned as provided in Section 15.5, and (iii) Borrower shall escrow with a national title company, for the benefit of the Lenders affected thereby, the additional amounts that would have been paid to the Lenders under Section 15.1 if the Capital Event Transaction Proceeds were determined by reference to the BOV delivered by the Valuation Expert appointed by the Junior Lenders, rather than by reference to the BOV delivered by the Valuation Expert appointed by Borrower, with such escrow being disbursed to Borrower or such Lender(s), as applicable, at such time as the Capital Event Refinancing Valuation shall be determined in accordance with Section 15.3(3).

Section 15.4 Affiliated Capital Event Sale

(1) A sale of the Project or a sale of more than 50% of the direct or indirect ownership interest in Borrower (including through the issuance of additional interests), each as described in the definition of Capital Event Sale to Borrower or a BroadAffiliate of Borrower shall qualify as a Capital Event Sale only if (A) the closing of such sale or issuance occurs on or after the third (3rd) anniversary of the Effective Date and (B) the following procedures are complied with (except that a foreclosure sale to Borrower or a Broad Affiliate of Borrower shall be a Capital Event Sale without regard to compliance with this Section 15.4): (i) Borrower shall have retained as a broker for such sale (the "**Sales Broker**") one of Meridian Capital, Newmark, CBRE, Eastdil and JLL (or their respective successors) or such other brokerage firm selected by Borrower and approved by the Junior Lenders, such approval not to be unreasonably withheld, (ii) the Sales Broker shall have conducted a sales process for such sale consistent with then-customary sales processes for comparable properties and (iii) the sales price paid by Borrower's Broad Affiliate shall be the highest among all sale prices proposed by bidders during the sales process, excluding any bidders that are deemed unlikely to close on the purchase (as determined conclusively by the Sales Broker). Any dispute between Borrower and the Junior Lenders under this Section 15.4 shall be determined by arbitration in New York City before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitration award may be entered in any court having jurisdiction. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Section 15.5 Forgiveness and Assignment of Loan Following Waterfall Application.

Upon the closing of a Capital Event Transaction and the application of the proceeds thereof in accordance with Section 15.1, then, notwithstanding anything herein or in any of the other Loan Documents to the contrary, any outstanding Indebtedness that remains unpaid after such application shall be forgiven. At Borrower's request, Administrative Agent and each Lender shall confirm in writing to Borrower any such Loan forgiveness. In addition, at Borrower's request, at no cost or expense to Borrower (other than Administrative Agent's reasonable out-of-pocket attorneys' fees and disbursements), each Lender shall assign the Notes (and deliver the originals thereof) and Administrative Agent shall assign the lien of the Security Instrument, in each case to such Person(s) as Borrower shall designate, without recourse and without representation or warranty, other than (a) representations by the Administrative Agent that it is the legal holder of the Mortgage and has the authority to effect such assignment and (b) representations by each Lender (i) that is the legal holder of the Notes it is assigning and has the authority to effect such assignment and (ii) as to the outstanding principal balance of the Loans at the time of such assignment. In connection therewith, in the event any of the Lenders is unable to deliver any of its original Notes, such Lender shall deliver a lost note affidavit in respect thereof in a form reasonably acceptable to such Lender and the assignee.

Section 15.6 Application of Available Cash

On or about each Payment Date, (i) Borrower shall tender the Available Cash from the prior Accrual Period to Administrative Agent and (ii) Administrative Agent shall apply the Available Cash tendered by Borrower in the following amounts and order of priority:

(1) First, to the Administrative Agent for the payment of reasonable out-of-pocket costs and expenses due the Administrative Agent under the Loan Documents;

(2) Second, to the Senior Lender, for the payment of unpaid interest accrued through the date of such application on the Senior Note and any other amounts due and owing in respect of the Senior Loan under the Loan Documents;

(3) Third, to the Intermediate Lender for the payment of unpaid interest accrued through the date of such application in respect of the Intermediate Loan;

(4) Fourth, to the Senior Lender, for the payment of the outstanding principal of the Senior Note;

(5) Fifth, to the Intermediate Lender, for the payment of the outstanding principal of the Intermediate Loan and any other amounts owed in respect of the Intermediate Loan under the Intermediate Loan Documents;

(6) Sixth, on a *pari passu* basis,

(i) Seventy percent (70%) to the Junior Lenders, on a *pari passu* basis, for the payment of the outstanding principal of, and unpaid interest accrued through the date of such application on, the Junior Loan and any other amounts owed in respect of the Junior Loan under the Loan Documents;

(ii) Thirty percent (30%) to Borrower; and

(7) Seventh, to Borrower.

Section 15.7 Recognition Agreement.

The parties hereto acknowledge and agree that their respective rights and obligations hereunder shall be subject to the terms of the Recognition Agreement and in the event of a conflict between the terms hereof and the Recognition Agreement, the latter shall govern.

Article 16

RESIGNATION OF EXISTING ADMINISTRATIVE AGENT AND APPOINTMENT OF NEW ADMINISTRATIVE AGENT

Section 16.1 Resignation of Existing Administrative Agent and Appointment of New Administrative Agent.

(1) JPM hereby resigns as "Administrative Agent" under the Loan Documents as of the Effective Date. All duties and obligations of JPM as Administrative Agent under the Loan Documents are hereby discharged. Notwithstanding, the terms of this Agreement, in accordance with the Original Loan Agreement, the provisions of Article 14 (of the Original Loan Agreement) and Section 12.5 (of the Original Loan Agreement) shall continue in effect for the benefit of JPM (as "Administrative Agent" under the Original Loan Agreement), it sub-agents and their respective Related Parties (as defined in the Original Loan Agreement) in respect of any actions taken or omitted to be taken by any of them while JPM was acting as Administrative Agent.

(2) The Lenders hereby appoint ALX Rego Holdings LLC as successor Administrative Agent under the Loan Documents effective as of the date hereof. ALX Rego Holdings LLC hereby accepts such appointment and shall hereby succeed to and be vested with all of the rights, powers, privileges, duties, and obligations of Administrative Agent under the Loan Documents from and after the date hereof.

(3) ALX shall pay or reimburse JPM (as Administrative Agent for the Existing Lenders) on demand for all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees, disbursements and other charges) incurred by JPM (as Administrative Agent for the Existing Lenders) in connection with the preparation, negotiation, and execution of this Agreement, any other documents being executed in connection herewith and the transactions contemplated herein.

Article 17

RELEASE OF EXISTING ADMINISTRATIVE AGENT AND EXISTING LENDERS

Section 17.1 Release of Existing Administrative Agent and Existing Lenders.

Effective on the Effective Date, each of Borrower and ALX (each an "Obligor"), on behalf of itself and its heirs, successors, assigns, administrators, personal representatives, executors, direct and indirect owners, agents, attorneys, contractors, affiliates, employees, officers and directors, and anyone claiming by, through or under such Obligor, hereby unconditionally and irrevocably forever releases and forever discharges JPM as "Administrative Agent" and each Existing Lender and their respective successors, assigns, direct and indirect owners, agents, attorneys, contractors, affiliates, employees, representatives, officers and directors (collectively, the "Released Parties" and, individually, a "Released Party") from any and all liabilities, duties, acts, omissions, responsibilities, obligations, claims, demands, actions, damages, costs, losses, expenses, counterclaims, suits, causes of action and debts, whether known or unknown, and however so arising, that have first occurred or accrued on or prior to the Effective Date arising out of or in any way relating to or connected with, directly or indirectly, the Loan, the Loan Documents, the Project and/or the collateral for the Loan, and any matters related thereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the day and year first above written.

LENDER:
And Administrative Agent

ALX REGO HOLDINGS LLC

By: /s/ Steven J. Borenstein
Name: Steven J. Borenstein
Title: Secretary

[Signature page for Loan Agreement continued]

LENDER AND RESIGNING ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: /s/ Andrew Bergman
Name: Andrew Bergman
Title: VP

[Signature page for Loan Agreement continued]

LENDER:

WELLS FARGO BANK, N.A.

By: /s/ Morgan McGowan
Name: Morgan McGowan
Title: Director

[Signature page for Loan Agreement continued]

LENDER:

LANDESBANK BADEN-WÜRTTEMBERG, NEW YORK BRANCH

By: /s/ Lisa Komm
Name: Lisa Komm
Title: Director

By: /s/ Adam Rahal
Name: Adam Rahal
Title: Legal Counsel

[Signature page for Loan Agreement continued]

LENDER:

THE BANK OF NEW YORK MELLON

By: /s/ Carol Murray
Name: Carol Murray
Title: Director

[Signature page for Loan Agreement continued]

BORROWER:

731 RETAIL ONE LLC,
a Delaware limited liability company,

By: 731 Commercial LLC,
a Delaware limited liability company
its sole member

By: 731 Commercial Holding LLC,
a Delaware limited liability company,
its sole member

By: Alexander's Inc.,
a Delaware corporation,
its sole member

By: /s/ Steven J. Borenstein
Name: Steven J. Borenstein
Title: Secretary

731 COMMERCIAL LLC,
a Delaware limited liability company,

By: 731 Commercial Holding LLC,
a Delaware limited liability company,
its sole member

By: Alexander's Inc.,
a Delaware corporation,
its sole member

By: /s/ Steven J. Borenstein
Name: Steven J. Borenstein
Title: Secretary

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[Signature page for Loan
Agreement continued]

ALX for purposes of Sections 16.1 and 17.1:

ALEXANDER'S INC.,
a Delaware corporation

By: /s/ Steven J. Borenstein
Name: Steven J. Borenstein
Title: Secretary

Exhibit 10.40

EXECUTION VERSION

REAL ESTATE SUB-RETENTION AGREEMENT

THIS REAL ESTATE SUB-RETENTION AGREEMENT effective as of the 1st day of January, 2026 (this "Agreement") between **ALEXANDER'S MANAGEMENT LLC**, a New York limited liability company having an office c/o Alexander's, Inc., 210 Route 4 East, Paramus, New Jersey 07652 ("Agent") and **VORNADO REALTY L.P.**, a Delaware limited partnership having an office at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10019 ("Sub-Agent").

RECITALS

WHEREAS, 731 Retail One LLC and 731 Commercial LLC (collectively, "Owner") and Agent are parties to that certain Real Estate Retention Agreement, effective as of the date hereof (a copy of which is attached hereto as Exhibit A, the "Over-Leasing Agreement"; all capitalized terms used, but not defined, herein shall have the meanings set forth in the Over-Leasing Agreement), pursuant to which Agent was appointed to act for Owner in connection with the leasing of those certain condominium units located at 731 Lexington Avenue, New York, New York (as more fully identified in the Over-Leasing Agreement, the "Units"); and

WHEREAS, Agent wishes to enter into this Agreement with Sub-Agent to appoint Sub-Agent to perform the acts and duties of Agent under the Over-Leasing Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Agent and Sub-Agent hereby agree as follows:

ARTICLE I.

Appointment of Sub-Agent

A. Agent hereby appoints Sub-Agent, on the conditions and for the term hereinafter provided, to perform, on Agent's behalf, all duties imposed on Agent under the Over-Leasing Agreement. Sub-Agent hereby accepts said appointment to the extent of, and subject to, the conditions set forth below.

ARTICLE II.

Term

A. Term. The term of Sub-Agent's retention shall be from the effective date hereof and shall continue for one (1) year hereafter, and, thereafter, shall automatically renew on a year-to-year basis, terminable by either party at the end of each year on not less than sixty (60) days' prior notice.

B. Termination of Over-Leasing Agreement. In the event the Over-Leasing Agreement is terminated for any reason, this Agreement shall immediately terminate.

ARTICLE III.

Over-Leasing Agreement

A. Generally. It is the intention of Sub-Agent and Agent that Sub-Agent shall perform all duties imposed on Agent under the Over-Leasing Agreement and shall be subject to all of the terms and provisions of the Over-Leasing Agreement.

B. Duties Imposed. Sub-Agent agrees to perform all duties imposed on Agent pursuant to the Over-Leasing Agreement.

C. Scope of Authority. Sub-Agent shall have the same scope of authority and be subject to the same limitations on such authority as are set forth with respect to Agent in the Over-Leasing Agreement and as may be otherwise set forth in the Over-Leasing Agreement.

D. Audit Rights. Agent shall have the same audit rights against Sub-Agent that Owner has against Agent under the Over-Leasing Agreement and as may be otherwise set forth in the Over-Leasing Agreement.

E. Owner Obligations. Owner shall have the same obligations to Sub-Agent as Owner has to Agent under the Over-Leasing Agreement and as may be otherwise set forth in the Over-Leasing Agreement.

F. Expenses Reimbursement. Sub-Agent shall be entitled to reimbursement of expenses from Owner to the same extent that Agent would be entitled to such reimbursement under the Over-Leasing Agreement.

G. Notices. A copy of each notice given by Owner to Agent under the Over-Leasing Agreement shall simultaneously be given by Owner to Sub-Agent at its address set forth in Article VIII hereof, in the manner set forth in the Over-Leasing Agreement. A copy of each notice given by Sub-Agent to Agent shall simultaneously be given by Sub-Agent to Owner at Owner's address set forth in the Over-Leasing Agreement, as such address may change from time to time on notice from Owner.

ARTICLE IV.

Compensation

A. Sub-Agent's fee shall be computed and paid as follows:

(a) When Owner disposes of an Asset, whether individually or as part of a package or as part of the disposition of Owner's business or a portion thereof, or as part of a plan of reorganization, by sale, assignment, lease, sublet or otherwise to a third party, or by assignment of a leasehold to the landlord or by termination of a leasehold for which Owner receives consideration (any of the foregoing, an "Asset Transaction"); or if in lieu of a disposition of the Assets, one or more third parties acquires control of Owner by merger, outright purchase, or otherwise in one or multiple transactions (any of the foregoing, an "In Lieu Asset Transaction"); then, (i) if the Gross Proceeds from the Asset Transaction or In Lieu Asset Transaction, as the case may be, exceed $50,000,000, Agent shall pay an amount equal to one percent (1%) of the Gross Proceeds from the Asset Transaction or In Lieu Asset Transaction, as the case may be, and (ii) if the Gross Proceeds from the Asset Transaction or In Lieu Asset Transaction, as the case may be, are equal to or less than $50,000,000, Agent shall pay an amount equal to three (3%) of the Gross Proceeds from the Asset Transaction or In Lieu Asset Transaction, as the case may be, except in the event of a lease or sublease, in which event Agent shall pay an amount equal to:

B. (i) three (3%) percent of the total base rent Gross Proceeds payable during the first ten (10) years of the term, plus

C. (ii) two (2%) percent of the total base rent Gross Proceeds payable during the eleventh (11^{th}) through the twentieth (20^{th}) years of the term, plus

D. (iii) one (1%) percent of the total base rent Gross Proceeds payable during the balance of the term, but in no event to exceed the thirtieth (30) year;

E. (In the event of a month-to-month tenancy, the fee shall be 50% of the first month's base rental, payable in four (4) equal monthly installments, but only for so long as such tenancy shall continue. Additional fees shall only become earned and payable (i) upon a tenant's exercise of Option(s) or Rights(s) of First Refusal, to Renew, Extend Lease or Occupy Additional Space or (ii) upon a month-to-month tenant entering into a new lease or sublease of an Asset.)

(a) Sub-Agent's fee will be paid in full simultaneously with the closing, sale, assignment or other consummation of the transaction. Fees payable with respect to a sale, assignment or In Lieu Asset Transaction shall be paid first and Sub-Agent shall not be entitled to receive any fees with respect to a lease or sublease to the extent the tenant is in default of its payment obligations thereunder, except as a result of a default by the Owner or a termination by Owner of the lease or sublease (other than a termination by the Owner resulting from the tenant's monetary default).

(b) In the event that Sub-Agent leases or subleases an Asset and the transferee, or any agent, officer, employee, or shareholder of the transferee, acquires fee-simple title to such property within five years, (i) if the Gross Proceeds from the acquisition exceed $50,000,000, Agent shall pay an amount equal to one percent (1%) of the Gross Proceeds from the acquisition, and (ii) if the Gross Proceeds from the acquisition are equal to or less than $50,000,000, Agent shall pay an amount equal to three (3%) of the Gross Proceeds from the acquisition payable in the same manner as described above; provided, however, that there shall be a credit against such subsequent fee in the amount of fees previously paid relating to that portion of the lease or sublease term which is cancelled by reason of such sale. In no event shall such credit exceed the amount of the latter fee.

(c) If an Asset for which a fee is payable hereunder contains (i) an option(s) or right(s) of first refusal to renew or extend, and a lease term(s) is renewed or extended whether strictly in accordance with the terms of such option(s) or right(s) or otherwise and/or (ii) an option(s) or right(s) of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option(s) or right(s) or otherwise, with respect to space owned by, or leased to, the Agent, then Agent shall pay a leasing fee in accordance with the provisions of this agreement on the additional base rental to be paid, except that in the case of renewal or extension, the fee shall be calculated at the rate applicable hereunder as if such renewal or extension period were included in the initial term of the lease, and in the case of the tenant occupying additional space, the fee shall be calculated at the rate applicable hereunder as if such expansion were a new lease. Such fee shall be earned and payable at the time the extended term commences or the additional space is occupied, as applicable.

(d) If a lease for which a fee is payable hereunder contains, as a primary component of the consideration to be paid by a tenant for the rent thereunder, a percentage rent clause, Sub-Agent shall pay a fee on the percentage rent payable by the tenant at the commission rate applicable to the period of the lease term for which the percentage rent is payable. Subject to paragraph IV.A(b) of this Sub-Retention Agreement, the fee shall be payable within fifteen days after the tenant's final payment and accounting of percentage rent for the preceding lease year.

(e) In any transaction whereby Sub-Agent leases or subleases an Asset, Sub-Agent shall have the right to receive all formal notifications required pursuant to the lease to the extent that any such notice may affect the rights of Sub-Agent hereunder or the timing or payment of any fees due hereunder. In furtherance of such rights, Agent shall insert within the terms of such lease or sublease a separate paragraph that states Sub-Agent's right to notice, right to a fee as described in the above subparagraphs and Sub-Agent's address and phone number shall be included in the “notice” provision of such lease or sublease.

(f) In the event that a party other than Sub-Agent is a procuring broker who is entitled to a fee, in the event of a lease or sublease, the three percent/two percent/one percent

(3%-2%-1%) schedule set forth in paragraphs IV.A(a)(i), (ii) and (iii) above shall not be applicable and instead Sub-Agent shall be entitled to 33.33% of the fee payable to such procuring broker, and Agent (rather than Sub-Agent) shall pay the fee payable to such procuring broker. With respect to any sale, assignment or In Lieu Asset Transaction, the fees payable by Agent shall not be increased, and Sub-Agent shall pay any third party procuring broker's fee out of Sub-Agent's fee payable pursuant to this Agreement. For any given transaction described in the immediately preceding sentence, Agent shall be responsible for the payment of only one fee in the amounts set forth herein.

(g) The term "base rent" means the base rent set forth in any lease and shall not include any additional rent, whether for utilities, taxes or otherwise, and which is ordinarily not a component of base rent, which may be payable under such lease.

(h) Without duplication of any amounts payable hereunder, Agent acknowledges and agrees that Sub-Agent shall entitled to collect any compensation that would have otherwise been due and payable to Sub-Agent under the Original Agreement with respect to the leases and subleases of the Assets in effect as of the date hereof.

ARTICLE V.

Assignment; Cancellation

A. Neither Agent nor Sub-Agent shall assign this Agreement or any of its rights hereunder without the consent of the other party; provided, however, that (x) Sub-Agent shall have the right to assign its rights and delegate its duties under this Agreement to any of its affiliates without the consent of Agent and (y) Agent shall have the right to agree to Owner's collateral assignment of the Over-Leasing Agreement to one or more lenders providing financing with respect to the Units and the subordination of any amounts payable by Owner to Agent to amounts payable to such lenders with respect to such financing; provided, further, that in no event shall any such subordination affect or diminish the obligations of Agent to Sub-Agent hereunder.

B. In the event that there is a change of control of Agent or Sub-Agent after the date of this Agreement, Agent shall have the right to terminate this Agreement if Agent shall determine that such change of control is reasonably likely to have a material adverse effect on the ability of Sub-Agent to perform its obligations under this Agreement.

ARTICLE VI.

No Joint Venture

It is the intent of this Agreement to constitute Sub-Agent as an independent contractor and as agent of Agent and Owner under any contract entered into by Sub-Agent on behalf of Agent or Owner in accordance with the terms of this Agreement, and this Agreement shall be so construed and Sub-Agent agrees at all times to act in conformity therewith. Nothing herein contained shall be deemed to have created, or be construed as having created any joint venture or partnership relationship between Agent and Sub-Agent. At all times during the performance of its duties and obligations arising hereunder, Sub-Agent shall be acting as an independent contractor.

ARTICLE VII.

Indemnity

A. Sub-Agent shall be a beneficiary of any indemnity provided by Owner pursuant to the Over-Leasing Agreement.

B. The terms of this Article VII shall survive the expiration or termination of this Agreement.

ARTICLE VIII.

Notices

Any and all notices, consents or directives by either party intended for the other shall be in writing sent by hand delivery or reputable overnight courier service to the respective addresses first herein set forth in this Agreement, with copies sent to Vornado Realty Trust, 210 Route 4 East, Paramus, New Jersey 07652, Attention: Chief Financial Officer, unless either party shall have designated different addresses by serving written notices of change of addresses on the other party by registered or certified mail, return receipt requested.

ARTICLE IX.

Recourse Limitation

A. Sub-Agent shall use every reasonable means to assure that all persons having dealings with Sub-Agent shall be informed that no director, trustee, shareholder, officer or agent of Sub-Agent, Agent or Owner shall be held to any personal liability, nor shall resort be had to their private property for the satisfaction of any obligation or claim or otherwise in connection with the affairs of Agent, but the trust estate only shall be liable.

ARTICLE X.

Miscellaneous

A. This Agreement cannot be changed or modified, varied or altered except by an agreement, in writing, executed by each of the parties hereto. This Agreement constitutes all of the understandings and agreements of whatsoever kind or nature existing between the parties in connection with the relationship created herein.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

C. Neither Agent nor Sub-Agent shall make (and each hereby waives) any claim against the other party's directors, trustees, beneficiaries or shareholders personally.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first above written.

AGENT:

ALEXANDER'S MANAGEMENT, LLC, a New York limited liability company

By: Alexander's, Inc., a Delaware corporation

By: /s/ Steven J. Borenstein
Name: Steven J. Borenstein
Title: Secretary

SUB-AGENT:

VORNADO REALTY L.P., a Delaware limited partnership

By: Vornado Realty Trust, a Maryland real estate investment trust

By: /s/ Steven J. Borenstein
Name: Steven J. Borenstein
Title: Secretary

EXHIBIT A

OVER-LEASING AGREEMENT

See attached copy.

EXHIBIT 21

ALEXANDER'S, INC.
SUBSIDIARIES OF REGISTRANT

Name of Subsidiary	State of Organization
731 Commercial Holding LLC	Delaware
731 Commercial LLC	Delaware
731 Office One Holding LLC	Delaware
731 Office One LLC	Delaware
731 Office Two Holding LLC	Delaware
731 Office Two LLC	Delaware
731 Restaurant, LLC	Delaware
731 Retail One, LLC	Delaware
Alexander's Construction LLC	Delaware
Alexander's Kings Plaza, LLC	Delaware
Alexander's Management LLC	Delaware
Alexander's of Brooklyn, Inc.	Delaware
Alexander's of Flushing, Inc.	Delaware
Alexander's of Rego Park II, Inc.	Delaware
Alexander's of Rego Park III, Inc.	Delaware
Alexander's Rego Shopping Center Inc.	Delaware
Alexander's of Rego Park II Participating Lender LLC	Delaware
Alexander's of Rego Residential Holdings LLC	Delaware
Alexander's of Rego Residential LLC	Delaware
ALX C21 LLC	Delaware
ALX Investments LLC	Delaware
ALX Rego Holdings LLC	Delaware
Fifty Ninth Street Insurance Company LLC	Vermont
Kings Parking, LLC	Delaware
Kings Plaza TEP LLC	Delaware
Rego II Borrower LLC	Delaware

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-212838 on Form S-8 of our reports dated February 9, 2026, relating to the financial statements of Alexander’s, Inc. and the effectiveness of Alexander’s, Inc.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ DELOITTE & TOUCHE LLP

New York, New York
February 9, 2026

EXHIBIT 31.1

CERTIFICATION

I, Steven Roth, certify that:

1. I have reviewed this Annual Report on Form 10-K of Alexander's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure control and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 9, 2026
/s/ Steven Roth
Steven Roth
Chairman of the Board and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Gary Hansen, certify that:

1. I have reviewed this Annual Report on Form 10-K of Alexander's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure control and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 9, 2026
/s/ Gary Hansen
Gary Hansen
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code), the undersigned officer of Alexander's, Inc. (the "Company"), hereby certifies, to such officer's knowledge, that:

The Annual Report on Form 10-K for year ended December 31, 2025 (the "Report") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 9, 2026

/s/ Steven Roth

Name: Steven Roth
Title: Chairman of the Board and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code), the undersigned officer of Alexander's, Inc. (the "Company"), hereby certifies, to such officer's knowledge, that:

The Annual Report on Form 10-K for year ended December 31, 2025 (the "Report") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 9, 2026

/s/ Gary Hansen
Name: Gary Hansen
Title: Chief Financial Officer