

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934

(Amendment No. 23)

Alexander's, Inc.
(Name of Issuer)

Common Stock, par value \$1.00 per share
(Title of Class of Securities)

014752109
(CUSIP Number)

Mr. Steven Roth
Interstate Properties
Park 80 West
Plaza II
Saddle Brook, New Jersey 07662
(201) 587-1000

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

Copy to:

Janet T. Geldzahler
Sullivan & Cromwell
125 Broad Street
New York, New York 10004
(212) 558-3869

February 6, 1995
(Date of Event which Requires Filing of this Statement)

If a filing person has previously filed a statement on
Schedule 13G to report the acquisition which is the subject of
this Schedule 13D, and is filing this schedule because of Rule
13d-1(b)(3) or (4), check the following box [].

Check the following box if a fee is being paid with this
statement [].

CUSIP NO. 014752109

1. NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Interstate Properties
22-1858622

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) [X]

(b) []

3. SEC USE ONLY

4. SOURCE OF FUNDS
N/A

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) []

6. CITIZENSHIP OR PLACE OF ORGANIZATION

New Jersey

	7.	SOLE VOTING POWER	1,354,568
NUMBER OF			
SHARES			
BENEFICIALLY	8.	SHARED VOTING POWER	0
OWNED BY			
EACH			
REPORTING	9.	SOLE DISPOSITIVE POWER	1,354,568
PERSON			
WITH	10.	SHARED DISPOSITIVE POWER	0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
PERSON
2,821,136 (includes 113,100 shares held by Vornado Realty
Trust and 1,353,468 shares which Vornado Realty Trust has
the right to buy)

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

56.4%

14. TYPE OF REPORTING PERSON

PN

This Amendment No. 23 amends the Schedule 13D Statement originally filed by Interstate Properties on September 26, 1980.

Item 1. Security and Issuer.

(a) The class of equity securities to which this Statement relates is the Common Stock, par value \$1.00 per share (the "Shares"), of Alexander's, Inc., a Delaware corporation (the "Company"), which has its principal executive offices at 31 West 34th Street, New York, New York 10001.

Item 2. Identity and Background.

(a), (f) This Statement is being filed by Interstate Properties, a New Jersey general partnership ("Interstate"). Interstate owns 31% of the common shares of beneficial ownership of Vornado Realty Trust, a Maryland real estate investment trust ("Vornado").

(b) Interstate's principal executive offices are located at Park 80 West, Plaza II, Saddle Brook, N.J. 07662. Vornado's principal executive offices are located at Park 80 West, Plaza II, Saddle Brook, N.J. 07662.

(c) The principal business of Interstate is real estate and investments. The principal business of Vornado is real estate, principally the ownership and operation of strip shopping centers. The name, business address and principal occupation (including the name, principal business

and address of any corporation or other organization in which such employment is conducted) of each of the general partners of Interstate is listed on Annex A hereto. Each of such persons is a United States citizen.

(d) - (e) During the last five years, none of Vornado, Interstate or any of the persons listed on Annex A has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) nor been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such entity or person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.
All shares of Common Stock owned by Interstate were acquired with the working capital of Interstate.

Item 4. Purpose of Transaction.

Interstate acquired the Shares described in Item 5 for investment purposes. By virtue of the fact that Mr. Steven Roth, a general partner of Interstate, is the Chairman of the Board and Chief Executive Officer of Vornado, and that the three general partners of Interstate are trustees of Vornado, Interstate may be deemed to be

acting in concert with Vornado. Accordingly, Interstate would beneficially own all Shares owned by Vornado.

On February 6, 1995, Vornado entered into a Stock Purchase Agreement with Citibank, N.A. to acquire the 1,353,468 shares owned by Citibank, N.A. for \$40.50 per share in cash. The closing of such purchase is subject to the Company's ability to qualify in 1995 as a real estate investment trust and approval by the United States Bankruptcy Court for the Southern District of New York of the management agreement entered into and the loan agreement to be entered into between Vornado and the Company.

In connection with the execution of the Stock Purchase Agreement, Vornado and Interstate Properties also agreed with the Company to a Standstill and Corporate Governance Agreement, whereby the aggregate ownership in the Company by Vornado and Interstate and their affiliates and associates will not exceed 66.65% for three years, David Mandelbaum and Russell Wight (trustees of Vornado and general partners of Interstate Properties) will fill two of the vacancies created by the resignation of the Citibank directors on the Company's Board and the two independent directors of the Company may select a third independent director, the independent directors will not be removable other than for cause for a period of three years and if an independent director resigns, the other two will select a replacement, the independent directors will be provided with

a reasonable budget to employ investment bankers, counsel or other professionals as they determine to be necessary, Vornado and Interstate will not for a period of three years cause a merger or other business combination of Vornado or Interstate and the Company without the approval of the majority of the independent directors and if Vornado and Interstate wish to sell, in the aggregate, Shares in an amount in excess of the greater of (i) 30% of the outstanding Shares and (ii) a majority of the Shares held by Interstate and Vornado and their affiliates and associates at a price equal to or greater than 115% of the then existing market price, they may only do so on terms that permit the other stockholders to sell on the same terms. The foregoing is qualified by reference to such agreement, which is attached hereto as Exhibit 2.

Whether or not the purchase contemplated by the Stock Purchase Agreement is consummated, Interstate will continue to assess its investment in the Company and, depending on market conditions and other factors as well as the terms of the Standstill and Corporate Governance Agreement, may dispose of all or any portion of the Shares it now owns or may hereafter acquire, seek to engage in extraordinary corporate transactions, such as a merger or other reorganization involving the Company or a purchase, sale or transfer of a material amount of the assets of the Company or any of its subsidiaries (which extraordinary

transaction could involve one or more additional parties), engage in discussions with the management and/or other significant stockholders of the Company and take any other action which Interstate may deem to be appropriate in the circumstances.

Item 5. Interest in Securities of the Issuer.

(a) - (b) Interstate owns 1,354,568 Shares (27.1% of the 5,000,850 Shares reported by the Company as outstanding as of November 4, 1994 in its Quarterly Report on Form 10-Q for the three months ended September 30, 1994). Interstate has sole voting and dispositive power with respect to such Shares.

While, as noted previously, Interstate may be deemed to beneficially own all Shares held by Vornado (113,100 (2.3%) directly and the right to acquire 1,353,468 Shares (27.1%) from Citibank, N.A.), Interstate does not have sole or shared voting or dispositive power with respect to such Shares. Including the Shares Vornado beneficially owns, Interstate would own 2,821,136 Shares (56.4%). In addition, Mr. Roth, a general partner of Interstate, owns 9,700 shares, as to which he has sole voting and dispositive power.

(c) Other than the execution of the Stock Purchase Agreement, there have been no transactions in the Shares effected by Vornado or Interstate or any of the general partners of Interstate in the past sixty days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

See Item 4 for a description of the Stock Purchase Agreement and the Standstill and Corporate Governance Agreement.

Item 7. Material to be Filed as Exhibits.

(1) Stock Purchase Agreement, dated February 6, 1995.

(2) Standstill and Corporate Governance Agreement, dated February 6, 1995.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 6, 1995

INTERSTATE PROPERTIES

By: /s/ STEVEN ROTH
Steven Roth,
General Partner

Annex A

Name	Business Address	Principal Occupation
Steven Roth(1)	Vornado Realty Trust(2)	General Partner of Interstate and Chairman of the Board and Chief Executive Officer of Vornado
David Mandelbaum(1)	Mandelbaum & Mandelbaum 80 Main Street West Orange, N.J. 07052	Partner in law firm
Russell B. Wight, Jr.(1)	Interstate Properties c/o Vornado Realty Trust(2)	General Partner of Interstate

1 General Partner of Interstate Properties

2 Vornado's address is Park 80 West, Plaza II, Saddle Brook, New Jersey 07662

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated February 6, 1995, by and between Citibank, N.A., a national banking association organized under the National Bank Act of the United States of America ("Seller"), and Vornado Realty Trust, a real estate investment trust organized under the laws of the State of Maryland ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, 1,353,468 shares of common stock, par value \$1.00 per share, of Alexander's Inc., a Delaware corporation (the "Company"), (the "Shares") on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SALE OF SHARES; PURCHASE PRICE

1.1 Sale of Shares. Pursuant to the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined), Seller shall sell and deliver to Purchaser, and Purchaser shall purchase from Seller, the Shares.

1.2 Purchase Price; Payment.

(a) The aggregate purchase price for the Shares (the "Purchase Price") shall consist of cash consideration in the amount of \$40.50 per share for an aggregate of Fifty-Four Million Eight Hundred Fifteen Thousand Four Hundred Fifty-Four Dollars (\$54,815,454).

(b) On the Closing Date (as hereinafter defined), Purchaser shall pay to Seller the Purchase Price in accordance with Section 1.2(a) by wire transfer of immediately available funds to the bank account of Seller identified by Seller at or prior to the Closing.

II. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

2.1 Due Organization. Seller is duly organized, validly existing and in good standing under the laws of the United States of America.

2.2 Authority Relative to Agreement. Seller has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby (i) have been authorized by all necessary corporate action on the part of Seller, (ii) do not violate any provision of law applicable to Seller and (iii) do not conflict with or result in a breach of any provision of, or constitute a default under, any order, judgment or decree binding upon Seller.

2.3 Effect of Agreement. This Agreement has been duly executed and delivered by Seller and (assuming the due authorization, execution and delivery by Purchaser) constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or at equity).

2.4 The Shares.

(a) Seller is the record and beneficial owner of the Shares.

(b) Seller will transfer and deliver to Purchaser at the Closing valid title to the Shares, free and clear of all liens, claims and encumbrances other than those contained in the Company's Amended and Restated Certificate of Incorporation (the "Charter").

2.5 Brokers, Finders, etc. Seller is not subject to the valid claim of any broker, finder, consultant or other intermediary in connection with the sale of the Shares who would have a valid claim for a fee or commission from Purchaser or the Company in connection with such transaction.

III. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

3.1 Organization and Good Standing. Purchaser is a real estate investment trust duly formed and existing under and by virtue of the laws of the State of Maryland and is in good standing with the State Department of Assessments and Taxation of Maryland.

3.2 Authority Relative to Agreement. Purchaser has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. The execution and delivery by Purchaser of this Agreement, and the consummation by Purchaser of the transactions contemplated hereby (i) have been authorized by all necessary action on the part of Purchaser, (ii) do not violate any provision of law applicable to Purchaser and (iii) do not conflict with or result in a breach of any provision of, or constitute a default under, any order, judgment or decree binding upon Purchaser.

3.3 Effect of Agreement. This Agreement has been duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by Seller) constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or at equity).

3.4 Investment Representation. The Shares are being purchased by Purchaser as principal solely for its own account, for investment purposes only and not with a view to the distribution thereof in violation of the Securities Act of 1933 (the "Securities Act") or any applicable state securities law, and Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment represented by its purchase of the Shares. Purchaser acknowledges that the Shares have not been registered under the Securities Act or any other securities law and may not be sold, and Purchaser hereby covenants that the Shares will not be sold, in whole or in part, in the United States of America except pursuant to a registration statement effective under the Securities Act or pursuant to an exemption from registration under the Securities Act, and in compliance with all other applicable securities laws.

3.5 Brokers, Finders etc. Purchaser is not subject to the valid claim of any broker, finder, consultant or other intermediary in connection with the transaction

contemplated hereby who would have a valid claim for a fee or commission from Seller in connection with such transaction.

3.6 Potential REIT Status. Purchaser does not know as of the date of this Agreement of any fact which would preclude the Company from qualifying as a real estate investment trust ("REIT") within the meaning of Section 856 of the Internal Revenue Code of 1986 (the "Code") entitled to the benefits of Section 857 of the Code commencing with its taxable year beginning January 1, 1995.

IV. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser to effect the transactions contemplated by this Agreement shall, at the option of the Purchaser, be subject to the satisfaction, on the Closing Date, of the following conditions:

4.1 Accuracy of Representations and Warranties; Covenants.

Each of the representations and warranties of Seller contained herein shall be true and correct in all material respects when made and on and as of the Closing Date, with the same force and effect as though the same had been made on and as of the Closing Date, and Seller shall have complied in all material respects with its covenants contained herein to be performed at or prior to the Closing.

4.2 No Restraint or Litigation. No party hereto shall be legally enjoined by any injunction or court order from consummating the transactions contemplated by this Agreement, and no proceeding shall have been commenced by any governmental authority seeking to enjoin the consummation of the transactions contemplated hereby.

4.3 REIT Status. No fact shall exist on the Closing Date that was not known to Purchaser on the date hereof which fact shall give rise to any circumstance that, in the reasonable judgment of Purchaser, cannot be remedied by the Company through reasonable action and, if unremedied, would preclude the Company from qualifying as a REIT within the meaning of the Code entitled to the benefits of Section 857 of the Code commencing with its taxable year beginning January 1, 1995 and the Company and the Purchaser shall have received an opinion dated the Closing Date of Shearman & Sterling, counsel to the Company, confirming in all material respects the conclusions set forth in the opinions to the Company, dated the date of this Agreement, of Shearman & Sterling concerning certain REIT matters.

4.4 Officer's Certificate. Purchaser shall have received a certificate from the Seller to the effect set forth in Section 4.1 hereof, dated the Closing Date, signed by a duly authorized officer of Seller.

4.5 Bankruptcy Court Approval. The United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") shall have approved (i) the management agreement between the Company and Purchaser dated the date hereof and (ii) the financing to be provided to the Company by Purchaser contemplated by the commitment letter therefor dated the date hereof between Purchaser and the Company.

4.6 Resignations. All directors of the Company who are employees of Seller shall have resigned as directors of the Company.

4.7 No Breach. The Company shall not have breached in any material respect Section 2.5 of the Standstill and Corporate Governance Agreement, dated the date hereof among the Company, Purchaser and Interstate Properties, a New Jersey general partnership.

4.8 Financing. Purchaser shall have obtained a commitment from Seller for \$27.4 million of financing from Seller on terms substantially similar to those set forth on the term sheet therefor dated the date hereof and initialled by Purchaser and Seller if Purchaser shall have notified Seller in writing prior to February 20, 1995 that Purchaser requests such financing from Seller.

4.9 Cutoff Date. The Closing shall have been held by June 30, 1995.

4.10 Restrictions on Ownership and Transfer. On the Closing Date, no Mandatory Exchange Date shall have been fixed by the Board of Directors of the Company for the purpose of any automatic exchange described in Section 4(b) of Article IV of the Charter if as a result of such fixing any shares of common stock of the Company held (or to be held after the Closing Date) by the Purchaser would be required to be treated as Excess Stock (as such term is defined in the Charter) following such Mandatory Exchange Date and the transfer of the Shares from Seller to Purchaser shall not be prohibited by Section 4(b) of Article IV of the Charter.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller to effect the sale of the Shares shall, at the option of Seller, be subject to the satisfaction, on the Closing Date, of the following conditions:

5.1 Accuracy of Representations and Warranties; Covenants.

Each of the representations and warranties of Purchaser contained herein shall be true and correct in all material respects when made and on and as of the Closing Date, with the same force and effect as though the same had been made on and as of the Closing Date, and Purchaser shall have complied in all material respects with its covenants contained herein at or prior to the Closing.

5.2 No Restraint or Litigation. No party hereto shall be

enjoined by an injunction or court order from consummating the transactions contemplated by this Agreement, and no proceeding shall have been commenced by any governmental authority seeking to enjoin the consummation of the transactions contemplated hereby.

5.3 Officer's Certificate. Seller shall have received a

certificate from Purchaser to the effect set forth in Section 5.1 hereof, dated the Closing Date, signed by a duly authorized officer of Purchaser.

5.4 Certified Resolutions of the Purchaser. Seller shall have

received a certificate of a duly authorized officer of Purchaser, dated the Closing Date, setting forth the resolutions of the Board of Trustees of Purchaser, approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and certifying that such resolutions were duly adopted and have not been rescinded or amended as of the Closing Date.

5.5 Cutoff Date. The Closing shall have been held by March

31, 1995 unless both the Company shall have filed for the approval referred to in Section 4.5 hereof promptly following the date hereof and the Bankruptcy Court shall not have rendered its decision thereon by March 31, 1995, in which event such date shall be extended to April 28, 1995.

5.6 Legal Opinion. Seller shall have received a legal opinion,

dated the Closing Date, from counsel to Purchaser, satisfactory to Seller, as to the matters set forth in Sections 3.1, 3.2 and 3.3 hereof, in form and substance reasonably satisfactory to Seller.

VI. CLOSING

6.1 Closing Date. The closing with respect to the transactions provided for in this Agreement (the "Closing") shall take place at 10:00 a.m., local time, at the offices of Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153 on the Business Day following the date on which the condition set forth in Section 4.5 hereof shall have been satisfied (or at such other time or location as Purchaser and Seller may agree) (such date being herein referred to as the "Closing Date").

6.2 Seller Closing Documents. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

(a) certificates representing the Shares, duly endorsed in blank (or in lieu thereof having affixed thereto stock powers duly executed in blank), and in proper form for transfer; and

(b) the officer's certificate referred to in Section 4.4 hereof.

6.3 Purchaser Closing Documents. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following:

(a) the Purchase Price;

(b) the officer's certificate of Purchaser referred to in Section 5.3 hereof;

(c) the certified resolutions referred to in Section 5.4 hereof; and

(d) the legal opinion referred to in Section 5.6 hereof.

6.4 Proceedings. All proceedings that shall be taken and all documents that shall be executed and delivered by the parties hereto on the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered. By a party's proceeding with the Closing, the conditions to such party's obligations set forth in Article V or VI hereof, as the case may be, shall be deemed satisfied or waived.

VII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES;
INDEMNIFICATION

7.1 General Survival. The representations and warranties contained in this Agreement shall survive the Closing.

7.2 Indemnification.

(a) Seller agrees to indemnify, defend and hold harmless Purchaser from and against and in respect of any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, interest and penalties, costs and expenses (including, without limitation, reasonable legal fees and disbursements incurred in connection therewith and in seeking indemnification therefor, and any amounts or expenses required to be paid or incurred in connection with any action, suit, proceeding, claim, appeal, demand, assessment or judgment), net of any insurance proceeds and current tax benefits, imposed upon or incurred by Purchaser resulting from, arising out of, or by reason of any breach of any of Seller's representations or warranties contained in Article II of this Agreement.

(b) Purchaser agrees to indemnify, defend and hold harmless Seller from and against and in respect of any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, interest and penalties, costs and expenses (including, without limitation, reasonable legal fees and disbursements incurred in connection therewith and in seeking indemnification therefor, and any amounts or expenses required to be paid or incurred in connection with any action, suit, proceeding, claim, appeal, demand, assessment or judgment), net of any insurance proceeds and current tax benefits, imposed upon or incurred by Seller resulting from, arising out of, or by reason of (i) any breach of any of Purchaser's representations or warranties in Article III hereof or (ii) any Taxes (including, without limitation, Taxes attributable to indemnity payments hereunder).

(c) Whenever a claim shall arise with respect to which indemnification may be sought under this Article VII, the party entitled to indemnification (the "Indemnified Party") shall promptly notify the party from whom indemnification is sought (the "Indemnifying Party") of such claim and, when known, the facts constituting the basis for such claim; provided, however, that in the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, the Indemnified Party shall give such notice thereof to the Indemnifying Party no later than 10 days prior to the time any response to the asserted claim is required, if possible; and provided further, however, that failure to give such reasonably prompt notice shall not

release, waive or otherwise affect the Indemnifying Party's obligations with respect thereto except to the extent of any loss and prejudice as a result thereof.

VIII. COVENANTS

8.1 Further Assurances. Seller shall use reasonable commercial efforts to satisfy the conditions set forth in Sections 4.1, 4.2, 4.4, 4.6 and 4.9 hereof and Seller shall provide the Company with such information as is readily available to Seller regarding Seller's ownership of lessees and sublessees of the Company as Purchaser reasonably requests. Nothing herein, however, shall be construed to require Seller to provide the financing referred to in Section 4.8 hereof. Purchaser shall use reasonable commercial efforts to satisfy the conditions set forth in Article V hereof and in Sections 4.5 and 4.7 hereof.

8.2 New York State Tax Ruling. If requested by Purchaser, Seller shall promptly apply to the New York State Department of Taxation and Finance for a private letter or other guidance to the effect that, for purposes of the New York State Gains Tax, Seller's "original purchase price" for the Shares is to be determined by reference to either the fair market value of the Company's real property at the time of Seller's acquisition of the Shares (or of a beneficial interest in the Shares) or Seller's investment in the Shares and, in connection therewith, shall use reasonable efforts to respond promptly to inquiries and requests for other information from such Department related to such ruling request. Seller makes no representation or warranty regarding the likelihood of obtaining such ruling and the failure to obtain such ruling shall not affect any of Purchaser's obligations in this Agreement.

8.3 Further Seller Purchases. After the Closing, Seller agrees that, for a period of three years from the Closing, it will not acquire any shares of the Company's common stock, other than in a fiduciary capacity or in respect of a debt previously contracted.

8.4 Notice of Further Purchaser Acquisitions. Purchaser shall notify Seller promptly in writing if Purchaser or any Affiliate (as defined in Section 9.7 hereof) of Purchaser acquires or enters into a contract or option to acquire any equity interest in the Company, or any other entity that directly or indirectly owns any equity interest in the Company, at any time during the three year period beginning or ending on the date of the Closing and shall provide Seller with any additional information reasonably required by Seller to determine if any Taxes will thereby arise in respect of the sale of the Shares provided for herein.

8.5 Filings in Respect of Taxes. If, after receiving the information provided to Seller by Purchaser pursuant to Section 8.4 hereof, Seller reasonably determines or Purchaser determines that Seller is required to file any return in respect of Taxes, Seller shall promptly prepare and file such return and Purchaser shall, upon such filing, pay all Taxes due and otherwise satisfy its obligations under Section 7.2(b) hereof. Purchaser and Seller shall cooperate with each other in making any future filings required in respect of Taxes.

IX. MISCELLANEOUS

9.1 Waivers and Amendments.

(a) This Agreement may not be amended, modified or supplemented except by a written instrument executed by the parties hereto. The provisions of this Agreement may be waived only by an instrument in writing executed by the party granting the waiver. The waiver by any party hereto of compliance with any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such noncompliance or as a waiver of any other or subsequent noncompliance.

(b) No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy, except as otherwise provided in Section 7.2(c) hereof.

9.2 Fees and Expenses. Except as otherwise set forth herein, each party hereto shall be responsible for its costs and expenses, including all fees and expenses of attorneys, investment bankers, lenders, financial advisors and accountants, in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, whether or not such transactions are consummated.

9.3 Notices. Any and all notices, requests, consents or any other communication provided for herein shall be made by hand delivery, first-class mail (registered or certified, return receipt requested), telecopier or overnight courier (i) in the case of Seller, to Citibank, N.A., 599 Lexington Avenue, 24th Floor, New York, New York 10043, Attention: C.R.E.I. General Counsel (telecopy number: 212-793-6766) and Wendy Silverstein (telecopy number: 212-793-0158) (or such other address or telecopy number as Seller may designate), and (ii) in the case of Purchaser, to Vornado Realty Trust, Park 80 West, Plaza II, Saddle Brook, New Jersey 07662, Attention: Steven Roth (telecopy number:

201-587-0600) (or to such other address or telecopy number as may be designated by the Purchaser). Except as otherwise provided in this Agreement, each such notice shall be deemed given at the time delivered. A copy of such notice shall be sent by the same means, in the case of a notice to Purchaser, to Sullivan & Cromwell, 125 Broad Street, New York, New York 10004, Attention: Janet T. Geldzahler, Esq. (telecopy number: 212-558-3342) and, in the case of a notice to Seller, to Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153, Attention: Ronald F. Daitz, Esq. (telecopy number: 212-310-8007).

9.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between the parties hereto with respect to the subject matter hereof.

9.5 Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto, or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.6 Assignability. This Agreement and any rights pursuant hereto shall not be assignable by either party hereto without the prior written consent of the other party, except that Purchaser may assign its rights hereunder to a wholly-owned subsidiary of Purchaser in which event references in Sections 3.2, 3.4 and 5.6 hereof to Purchaser shall be deemed to refer to Purchaser and such subsidiary and no such assignment shall relieve Purchaser of any of its obligations hereunder.

9.7 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person. For the purposes of this definition, "control" means the possession of the power to direct or cause the direction of management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Business Day" shall mean any day on which banks are not required or authorized to close in New York City.

(c) "Person" shall mean an individual, partnership, corporation (including, without limitation, a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, government or governmental authority.

(d) "Taxes" shall mean all New York State and New York City Real Property Transfer Gains Taxes and real estate transfer taxes, and interest and penalties thereon, attributable in whole or in part, directly or indirectly, to the transaction contemplated hereby whether or not caused by any additional, prior or subsequent transaction (but excluding interest and penalties resulting from Seller's failure to comply with Section 8.5 hereof if Purchaser has first complied with the provisions of Sections 8.4 and 8.5 hereof).

9.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

9.9 Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.10 Submission to Jurisdiction. (a) Each of the parties hereto irrevocably consents that any action or proceeding brought by the other party hereto in respect of the transaction contemplated hereby may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York and, by execution and delivery of this Agreement, the parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdiction.

(b) Each of the parties hereto irrevocably consents to the service of process of any of the aforesaid courts in any such action or proceeding by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address provided herein.

9.11 Termination. Seller shall be able to terminate this Agreement and its obligations hereunder if the Closing shall not have occurred by March 31, 1995 (or April 28, 1995 in the event the two conditions set forth in Section 5.5 hereof shall be satisfied) other than by reason of a breach by Seller of a representation, warranty or covenant of Seller contained herein. Purchaser shall be able to terminate this Agreement and its obligations

hereunder if the Closing shall not have occurred by June 30, 1995 other than by reason of a breach by Purchaser of a representation, warranty or covenant of Purchaser contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

CITIBANK, N.A.

By: /s/WENDY A. SILVERSTEIN
Name: Wendy A. Silverstein
Title: Vice President

VORNADO REALTY TRUST

By: /s/JOSEPH MACNOW
Name: Joseph Macnow
Title: Vice President and Chief
Financial Officer

Exhibit 2

STANDSTILL AND CORPORATE GOVERNANCE AGREEMENT

THIS STANDSTILL AND CORPORATE GOVERNANCE AGREEMENT (the "Agreement") dated as of February 6, 1995, by and among Alexander's, Inc., a Delaware corporation (the "Company"), Vornado Realty Trust, a Maryland real estate investment trust ("Vornado"), and Interstate Properties, a New Jersey general partnership ("Interstate").

W I T N E S S E T H

WHEREAS, Vornado and Interstate collectively own beneficially and of record approximately 29.3% of the outstanding shares of common stock, par value \$1.00 per share, of the Company (the "Common Shares");

WHEREAS, Vornado and Citibank, N.A. ("Citibank") have entered into an agreement (the "Citibank Agreement") pursuant to which Vornado will acquire an additional approximately 27.1% of the outstanding Common Shares from Citibank; and

WHEREAS, Vornado, Interstate and the Company desire to enter into certain restrictions and agreements with respect to Vornado's and Interstate's investments in the Company.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

STANDSTILL RESTRICTIONS

1.1. Standstill. During the term of this Agreement unless approved by the Independent Directors (as hereinafter defined), Vornado and Interstate will not, and will cause each of their respective Affiliates (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) and Associates (as such term is defined in Rule 12b-2 under the Exchange Act), whether or not any such Affiliate or Associate was such on the date of this Agreement, not to:

(a) acquire, offer to acquire, or agree to acquire, directly or indirectly (including repurchases by the Company), by purchase or otherwise, any Common Shares or

direct or indirect rights or options to acquire (through purchase, exchange, conversion or otherwise) any Common Shares, if such acquisition, at the time it is made, together with the Common Shares otherwise owned collectively by Vornado, Interstate and their respective Affiliates and Associates (excluding the Company) (collectively, the "Vornado Group"), would result in the Vornado Group's aggregate Beneficial Ownership (as such term is defined in Rule 13d-3 under the Exchange Act) or record ownership of Common Shares during the term of this Agreement exceeding 66.65% of the then outstanding Common Shares; or

(b) sell, transfer, or otherwise dispose of any Common Shares owned or subsequently obtained by each of them in the aggregate in excess of the Permitted Transfer Amount, in one or a series of related transactions, at a price or prices per Common Share in excess of 115% of the average of the last reported sales price per Common Share, as reported by the New York Stock Exchange, Inc. for the previous 20 trading days, unless the transferee of such Common Shares irrevocably offers to purchase the same pro rata percentage of the Common Shares of all other Beneficial Owners of outstanding Common Shares, other than the members of the Vornado Group, on the same terms and at the same price per Common Share, it being understood that any transfers occurring within a 360-day period involving, directly or indirectly, the same transferee or its Affiliates or Associates or any other person who would constitute a "group" as defined in Exchange Act Rule 13d-3 with any of the foregoing ("Related Parties") shall be deemed to be part of a series of related transactions, but that transactions with persons who are not Related Parties shall not be considered a series of related transactions for purposes of this Section 1(b). "Permitted Transfer Amount" means the number of Common Shares included in any transaction or related series of transactions which in the aggregate is equal to the greater of (i) 30% of the outstanding Common Shares or (ii) a majority of the Common Shares owned in the aggregate by the Vornado Group, in each case at the time of such transfer or transfers. Notwithstanding the foregoing, the members of the Vornado Group shall be permitted to transfer any Common Shares pursuant to a broad public distribution in an underwritten public offering registered under the Securities Act of 1933, as amended.

ARTICLE II.

CORPORATE GOVERNANCE MATTERS

2.1. Directors. (a) During the term of this Agreement, Interstate and Vornado agree to use their best efforts to cause the Board of Directors of the Company to include three members who are Independent Directors. For purposes hereof, a person shall be deemed to be an "Independent Director" if he or she is not, or was not at any time during the five years preceding his or her election as a director, (i) a member of the Vornado Group, (ii) an Affiliate or Associate of any entity which Beneficially Owns 25% or more of the voting securities of the Company, (iii) an Affiliate or Associate of any entity who has had any material business dealings with a member of the Vornado Group during such period or (iv) a family member of any of the above-named persons. If the Independent Director or Independent Directors so request, Interstate and Vornado agree to use their best efforts to cause an individual or individuals chosen by the remaining Independent Director or Independent Directors, who is reasonably satisfactory to a majority of the remaining members of the Company's Board of Directors, to fill the vacancy discussed in Section 2.1(b) or any vacancy caused by the resignation, removal or death of an Independent Director. Any action to be taken by the Independent Directors shall be taken by majority vote of the Independent Directors in office.

(b) The Parties hereto agree that on the date hereof, Stephen Mann and Thomas DiBenedetto are the only members of the Board of Directors of the Company who are Independent Directors. Interstate and Vornado agree to use their best efforts to cause Messrs. Mann and DiBenedetto and a third Independent Director designated by Messrs. Mann and DiBenedetto in accordance with Section 2.1(a) to serve on the Board of Directors of the Company as Independent Directors during the term of this Agreement. The parties hereto further agree that the Independent Directors can only be removed for "cause."

(c) The Company shall, and Interstate and Vornado agree to use their best efforts to cause the Company to, provide the Independent Directors with a reasonable budget to employ investment bankers, independent counsel or other professionals that the Independent Directors determine are necessary to carry out their responsibilities. The Company shall maintain its current indemnification of officers and directors under its Amended and Restated Certificate of Incorporation and By-Laws and shall maintain its directors

and officers insurance to the extent available at current premiums (which do not exceed \$250,000 per annum).

(d) The Board of Directors has approved of the appointment of Russell Wight and David Mandelbaum as members of the Company's Board of Directors, to fill two of the three vacancies created by the resignations of the Citibank designees.

2.2. Business Combinations and Other Affiliate Transactions.

During the term of this Agreement, Interstate and Vornado agree not to cause the Company to engage in any transaction with a member of the Vornado Group (i) that is described in or contemplated by the definition of "business combination" contained in Section 203 of the Delaware General Corporation Law, or (ii) in which any member of the Vornado Group has an interest (other than as a stockholder of the Company), unless in each case, such transaction has been approved by a majority of the Independent Directors.

2.3. REIT Qualification. The Company agrees that it will not knowingly take any action that will cause the Company to cease to qualify as a real estate investment trust within the meaning of Section 856 of the Internal Revenue Code of 1986, as amended, unless such action shall have been approved by a majority of the Board of Directors of the Company.

2.4. Registration Rights. Upon the request of the Vornado Group, the Company agrees to use its best efforts to cause a registration statement to become effective under the Securities Act of 1933, as amended, relating to the offer and sale of the Common Shares held by the Vornado Group, on customary and usual terms to be agreed upon between the Company and the Vornado Group. The parties hereto agree that, in connection with such registration, the Vornado Group shall pay for all costs and expenses relating to its legal fees, any blue sky fees and any underwriter discount, and the Company shall pay for all costs and expenses relating to its legal and accounting fees, and any printing or listing fees. Interstate and Vornado agree that the Vornado Group shall not make more than one such request during any twelve-month period nor request that the Company register less than 10% of the outstanding Common Shares at any one time. The Company shall have no liability to the Vornado Group if such registration statement does not become effective for any reason, provided that the Company has responded to such request in good faith.

2.5. Conduct of Company's Business. From the date hereof to the earlier of (i) Closing or termination of

the Citibank Agreement or (ii) June 30, 1995, the Company shall not take any action not approved by Vornado to (a) conduct its business other than in the ordinary course, (b) amend its Amended and Restated Certificate of Incorporation or its By-Laws, (c) declare, set aside or pay any dividend payable in cash, stock or property with respect to the Company's common stock, (d) issue, sell, pledge, dispose of or encumber any additional shares of, or securities convertible or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, the Company's common stock, (e) acquire directly or indirectly by redemption or otherwise any Common Shares, (f) incur any indebtedness for money borrowed, (g) make or commit any expenditure (not previously committed) in excess of \$50,000 or (h) agree to do any of the foregoing.

2.6. Terms of Office. The Company will use its best efforts to adjust the classes in which directors serve so that the Independent Directors will stand for election at the next annual meeting of shareholders.

ARTICLE III.

MISCELLANEOUS

3.1. Authorization and Enforceability. Each of the parties hereto represents and warrants that it is duly authorized to execute and deliver this Agreement and that this Agreement is a valid and binding obligation of such party enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and by general equitable principles.

3.2. Specific Performance. Interstate and Vornado acknowledge that the Company would not have an adequate remedy at law for money damages in the event that any of the covenants of Interstate and Vornado in this Agreement were not performed in accordance with its terms and therefore agree that the Company shall be entitled to specific enforcement of such covenants in addition to any other remedy to which it may be entitled, at law or in equity.

3.3. Term. If the closing of the Citibank Agreement occurs, this Agreement shall terminate three years from the date of such closing. If the closing of the Citibank Agreement has not occurred, this Agreement shall terminate on the earlier of (i) termination of the Citibank

Agreement or (ii) June 30, 1995. This Agreement is effective immediately except that Sections 2.1, 2.2, 2.4 and 2.6 shall not become effective until the closing of the Citibank Agreement has occurred.

3.4. Waivers. The failure at any time of any party to require performance by any other party of any responsibility or obligation required by this Agreement shall in no way affect a party's right to require such performance at any time thereafter, nor shall the waiver by the party of a breach of any provision of this Agreement by any other party constitute a waiver of any other breach of the same or any other provision of this Agreement nor constitute a waiver of the responsibility or obligation itself.

3.5. Assignability. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and legatees of each party hereto, as appropriate. Neither this Agreement nor any right or obligation hereunder may be assigned or delegated in whole or in part to any other person without the prior written consent of the other parties.

3.6. Notices. In any case where any notice or other communication is required or permitted to be given hereunder such notice or communication shall be in writing and (a) personally delivered, (b) sent by registered United States mail, postage prepaid, return receipt requested, (c) transmitted by telecopy or (d) sent by way of a recognized overnight courier service, postage prepaid, return receipt requested with instructions to deliver on the next business day, in each case as follows:

If to the Company, to:

Alexander's Inc.
31 West 34th Street
New York, New York 10001

Attention: Brian Kurtz
Telecopy: (212) 695-4221

With copy to:

Stephen Mann
c/o Clifford Companies
292 Madison Avenue
New York, New York 10017
Telecopy: (212) 689-8490

and

Shearman & Sterling
599 Lexington Avenue
New York, New York 10022

Attention: Douglas Bartner, Esq.
Telecopy: (212) 848-7179

If to Vornado or Interstate, to or in care of:

Vornado Realty Trust
Park 80 West
Plaza II
Saddle Brook, NJ 07662

Attention: Steven Roth
Telecopy: (201) 587-0600

With copy to:

Sullivan & Cromwell
1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Attention: Janet T. Geldzahler, Esq.
Telecopy: (202) 293-6330

All such notices or other communications shall be deemed to have been given or received (i) upon receipt if personally delivered, (ii) on the fifth day following posting if by registered United States mail, (iii) when sent if by confirmed telecopy or (iv) on the next business day following deposit with an overnight courier.

3.7. Choice of Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

3.8. Severability. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void solely for the purpose of the performance thereof in such jurisdiction, but this Agreement shall remain in force in all other respects. Should any provision of this Agreement be or become ineffective because of changes in applicable laws or interpretations thereof or should this Agreement

fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by law.

3.9. Third Party Beneficiaries. In the event the Independent Directors shall not be in office or the Company has failed to seek enforcement of its rights or the rights of its shareholders under this Agreement despite a demand by the Independent Directors that the Company do so, the present and future beneficial owners of voting securities of the Company are intended third party beneficiaries of this Agreement and any such person may take such action as may be deemed necessary or appropriate to enforce the rights and obligations arising pursuant to this Agreement or to obtain the benefits intended to be conferred hereby.

3.10. References to Agreement. Any reference herein to this Agreement shall be deemed to be a reference to such Agreement as the same may be modified, varied, amended or supplemented from time to time by the parties in accordance with the provisions hereof. Unless the context otherwise expressly requires, the words "herein," "hereof" and "hereunder" and other words of similar importance refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

3.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement or understanding between the parties hereto whether oral or written, with respect to the matters contemplated hereby.

3.12. Headings, etc. The Article and Section headings in this Agreement are intended for convenience of reference only and shall not affect the interpretation of this Agreement. Whenever the context shall require, each term stated in either the singular or plural shall include the singular and the plural. References herein to masculine, feminine or neuter pronouns shall be construed to refer to another gender when the context may require.

3.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.14. Amendments and Waivers. This Agreement may be amended or modified and any provision hereof may be

waived only by a written instrument approved by the Independent Directors and executed by each of the parties or by their respective successors, assigns, heirs and legatees, as appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

ALEXANDER'S, INC.

By: /s/STEPHEN MANN
Name: Stephen Mann
Title: Chairman

VORNADO REALTY TRUST

By: /s/JOSEPH MACNOW
Name: Joseph Macnow
Title: Vice President and Chief
Financial Officer

INTERSTATE PROPERTIES

By: /s/STEVEN ROTH
Name: Steven Roth
General Partner