

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549
FORM 10-Q**

(Mark one)

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

For the quarterly period ended: September 30, 2020

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

(State or other jurisdiction of incorporation or organization)

51-0100517

(I.R.S. Employer Identification Number)

210 Route 4 East, Paramus, New Jersey

(Address of principal executive offices)

07652

(Zip Code)

(201) 587-8541

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

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

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 (Section 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
- Non-Accelerated Filer

- 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 30, 2020, there were 5,107,290 shares of common stock, par value \$1 per share, outstanding.

ALEXANDER'S, INC.
INDEX

	<u>Page Number</u>
PART I. <u>Financial Information</u>	
Item 1. Financial Statements:	
Consolidated Balance Sheets (Unaudited) as of September 30, 2020 and December 31, 2019	4
Consolidated Statements of Income (Unaudited) for the Three and Nine Months Ended September 30, 2020 and 2019	5
Consolidated Statements of Comprehensive Income (Unaudited) for the Three and Nine Months Ended September 30, 2020 and 2019	6
Consolidated Statements of Changes in Equity (Unaudited) for the Three and Nine Months Ended September 30, 2020 and 2019	7
Consolidated Statements of Cash Flows (Unaudited) for the Nine Months Ended September 30, 2020 and 2019	8
Notes to Consolidated Financial Statements (Unaudited)	9
Report of Independent Registered Public Accounting Firm	16
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	17
Item 3. Quantitative and Qualitative Disclosures about Market Risk	26
Item 4. Controls and Procedures	26
PART II. <u>Other Information</u>	
Item 1. Legal Proceedings	27
Item 1A. Risk Factors	27
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	27
Item 3. Defaults Upon Senior Securities	27
Item 4. Mine Safety Disclosures	27
Item 5. Other Information	28
Item 6. Exhibits	28
Exhibit Index	29
Signatures	30

PART I. FINANCIAL INFORMATION**Item 1. Financial Statements**

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

(Amounts in thousands, except share and per share amounts)

ASSETS	September 30, 2020	December 31, 2019
Real estate, at cost:		
Land	\$ 44,971	\$ 44,971
Buildings and leasehold improvements	986,589	984,053
Development and construction in progress	33,437	12,318
Total	1,064,997	1,041,342
Accumulated depreciation and amortization	(343,984)	(324,499)
Real estate, net	721,013	716,843
Cash and cash equivalents	355,712	298,063
Restricted cash	14,066	15,914
Marketable securities	3,834	14,409
Tenant and other receivables	6,856	6,092
Receivable arising from the straight-lining of rents	148,070	166,376
Deferred leasing costs, net, including unamortized leasing fees to Vornado of \$30,073 and \$32,374, respectively	38,097	41,123
Other assets	40,257	6,691
	<u>\$ 1,327,905</u>	<u>\$ 1,265,511</u>
LIABILITIES AND EQUITY		
Mortgages payable, net of deferred debt issuance costs	\$ 1,066,403	\$ 970,961
Amounts due to Vornado	1,178	1,426
Accounts payable and accrued expenses	44,435	31,756
Other liabilities	7,378	7,853
Total liabilities	1,119,394	1,011,996
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	32,965	32,365
Retained earnings	170,783	216,394
Accumulated other comprehensive loss	(42)	(49)
	208,879	253,883
Treasury stock: 66,160 shares, at cost	(368)	(368)
Total equity	208,511	253,515
	<u>\$ 1,327,905</u>	<u>\$ 1,265,511</u>

See notes to consolidated financial statements (unaudited).

ALEXANDER'S, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED)

(Amounts in thousands, except share and per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
REVENUES				
Rental revenues	\$ 43,499	\$ 57,760	\$ 143,087	\$ 170,470
EXPENSES				
Operating, including fees to Vornado of \$1,177, \$1,310, \$3,795 and \$3,930 respectively	(22,448)	(23,389)	(63,979)	(66,905)
Depreciation and amortization	(7,587)	(7,831)	(23,129)	(23,528)
General and administrative, including management fees to Vornado of \$595 and \$1,785 in each three and nine month period, respectively	(1,386)	(1,333)	(4,948)	(4,471)
Total expenses	<u>(31,421)</u>	<u>(32,553)</u>	<u>(92,056)</u>	<u>(94,904)</u>
Interest and other income, net	220	2,075	2,473	6,428
Interest and debt expense	(4,463)	(9,772)	(19,208)	(30,096)
Change in fair value of marketable securities	(1,231)	(1,017)	(10,789)	(6,257)
Net income	<u>\$ 6,604</u>	<u>\$ 16,493</u>	<u>\$ 23,507</u>	<u>\$ 45,641</u>
Net income per common share - basic and diluted	<u>\$ 1.29</u>	<u>\$ 3.22</u>	<u>\$ 4.59</u>	<u>\$ 8.92</u>
Weighted average shares outstanding	<u>5,122,206</u>	<u>5,118,698</u>	<u>5,120,490</u>	<u>5,118,030</u>

See notes to consolidated financial statements (unaudited).

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

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2020</u>	<u>2019</u>	<u>2020</u>	<u>2019</u>
Net income	\$ 6,604	\$ 16,493	\$ 23,507	\$ 45,641
Other comprehensive (loss) income:				
Change in fair value of interest rate cap	(14)	22	7	54
Comprehensive income	<u>\$ 6,590</u>	<u>\$ 16,515</u>	<u>\$ 23,514</u>	<u>\$ 45,695</u>

See notes to consolidated financial statements (unaudited).

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

(Amounts in thousands, except per share amounts)

	Common Stock		Additional Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity
	Shares	Amount					
Three Months Ended September 30, 2020							
Balance, June 30, 2020	5,173	\$ 5,173	\$ 32,965	\$ 187,229	\$ (28)	\$ (368)	\$ 224,971
Net income	—	—	—	6,604	—	—	6,604
Dividends paid (\$4.50 per common share)	—	—	—	(23,050)	—	—	(23,050)
Change in fair value of interest rate cap	—	—	—	—	(14)	—	(14)
Balance, September 30, 2020	<u>5,173</u>	<u>\$ 5,173</u>	<u>\$ 32,965</u>	<u>\$ 170,783</u>	<u>\$ (42)</u>	<u>\$ (368)</u>	<u>\$ 208,511</u>
Three Months Ended September 30, 2019							
Balance, June 30, 2019	5,173	\$ 5,173	\$ 32,365	\$ 231,535	\$ (95)	\$ (368)	\$ 268,610
Net income	—	—	—	16,493	—	—	16,493
Dividends paid (\$4.50 per common share)	—	—	—	(23,034)	—	—	(23,034)
Change in fair value of interest rate cap	—	—	—	—	22	—	22
Balance, September 30, 2019	<u>5,173</u>	<u>\$ 5,173</u>	<u>\$ 32,365</u>	<u>\$ 224,994</u>	<u>\$ (73)</u>	<u>\$ (368)</u>	<u>\$ 262,091</u>
Nine Months Ended September 30, 2020							
Balance, December 31, 2019	5,173	\$ 5,173	\$ 32,365	\$ 216,394	\$ (49)	\$ (368)	\$ 253,515
Net income	—	—	—	23,507	—	—	23,507
Dividends paid (\$13.50 per common share)	—	—	—	(69,118)	—	—	(69,118)
Change in fair value of interest rate cap	—	—	—	—	7	—	7
Deferred stock unit grants	—	—	600	—	—	—	600
Balance, September 30, 2020	<u>5,173</u>	<u>\$ 5,173</u>	<u>\$ 32,965</u>	<u>\$ 170,783</u>	<u>\$ (42)</u>	<u>\$ (368)</u>	<u>\$ 208,511</u>
Nine Months Ended September 30, 2019							
Balance, December 31, 2018	5,173	\$ 5,173	\$ 31,971	\$ 248,443	\$ (127)	\$ (368)	\$ 285,092
Net income	—	—	—	45,641	—	—	45,641
Dividends paid (\$13.50 per common share)	—	—	—	(69,090)	—	—	(69,090)
Change in fair value of interest rate cap	—	—	—	—	54	—	54
Deferred stock unit grants	—	—	394	—	—	—	394
Balance, September 30, 2019	<u>5,173</u>	<u>\$ 5,173</u>	<u>\$ 32,365</u>	<u>\$ 224,994</u>	<u>\$ (73)</u>	<u>\$ (368)</u>	<u>\$ 262,091</u>

See notes to consolidated financial statements (unaudited).

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

	Nine Months Ended September	
	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 23,507	\$ 45,641
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization, including amortization of debt issuance costs	25,554	27,401
Straight-lining of rental income	18,306	1,950
Write-off of tenant receivables	4,122	—
Stock-based compensation	600	394
Change in fair value of marketable securities	10,789	6,257
Dividends received in stock	(214)	—
Changes in operating assets and liabilities:		
Tenant and other receivables	(4,886)	(1,549)
Other assets	(33,731)	7,957
Amounts due to Vornado	(697)	3,981
Accounts payable and accrued expenses	12,646	8,375
Other liabilities	(475)	(454)
Net cash provided by operating activities	<u>55,521</u>	<u>99,953</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Construction in progress and real estate additions	(23,630)	(6,566)
Net cash used in investing activities	<u>(23,630)</u>	<u>(6,566)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Dividends paid	(69,118)	(69,090)
Debt issuance costs	(2,680)	(15)
Proceeds from borrowing	145,708	—
Debt repayments	(50,000)	—
Net cash provided by (used in) financing activities	<u>23,910</u>	<u>(69,105)</u>
Net increase in cash and cash equivalents and restricted cash	55,801	24,282
Cash and cash equivalents and restricted cash at beginning of period	313,977	289,495
Cash and cash equivalents and restricted cash at end of period	<u>\$ 369,778</u>	<u>\$ 313,777</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS AND RESTRICTED CASH		
Cash and cash equivalents at beginning of period	\$ 298,063	\$ 283,056
Restricted cash at beginning of period	15,914	6,439
Cash and cash equivalents and restricted cash at beginning of period	<u>\$ 313,977</u>	<u>\$ 289,495</u>
Cash and cash equivalents at end of period	\$ 355,712	\$ 304,229
Restricted cash at end of period	14,066	9,548
Cash and cash equivalents and restricted cash at end of period	<u>\$ 369,778</u>	<u>\$ 313,777</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 17,959</u>	<u>\$ 26,898</u>
NON-CASH TRANSACTIONS		
Liability for real estate additions, including \$456 and \$18 for development fees due to Vornado in 2020 and 2019, respectively	\$ 3,622	\$ 233
Write-off of fully depreciated assets	457	—
Lease liability arising from the recognition of right-of-use asset	—	5,428
Reclassification of prepaid real estate taxes to construction in progress for property in redevelopment	—	1,466

See notes to consolidated financial statements (unaudited).

ALEXANDER’S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

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 seven properties in the greater New York City metropolitan area.

2. COVID-19 Pandemic

Our business has been adversely affected by the ongoing COVID-19 pandemic. In March 2020, our “non-essential” retail tenants were ordered to temporarily close and although substantially all re-opened in the latter part of June 2020, there are limitations on occupancy and other restrictions that affect their ability to resume full operations.

In limited circumstances, we have agreed to and may continue to agree to rent deferrals and abatements for certain of our tenants. We have made the policy election available to us based on the Financial Accounting Standards Board’s (“FASB”) guidance for leases during the COVID-19 pandemic, which allows us to continue recognizing rental revenue for rent deferral agreements and to recognize rent abatements as a reduction to rental revenue in the period granted. See Note 4 - *Recently Issued Accounting Literature* for additional information.

Overall, we have collected approximately 95% of rent billed for the quarter ended September 30, 2020 (96% including rent deferrals under agreements which generally require repayment in monthly installments over a period of time not to exceed twelve months), including 100% for our office tenant, approximately 87% for our retail tenants (89% including rent deferrals) and approximately 97% for our residential tenants.

On September 10, 2020, Century 21, which leases 135,000 square feet at our Rego Park II shopping center (\$6,400,000 of annual revenue), filed for Chapter 11 bankruptcy. There are \$1,619,000 of unamortized deferred leasing costs on our consolidated balance sheet related to Century 21 as of September 30, 2020.

Based on our assessment of the probability of collecting rent from certain tenants, we have written off as uncollectible \$3,100,000 and \$4,122,000 for the three and nine months ended September 30, 2020, respectively, resulting in a reduction of rental revenues during these periods. Of these amounts, \$2,716,000 in each period is attributable to Century 21. In addition, we have written off receivables arising from the straight-lining of rents related to these tenants of \$6,590,000 and \$10,837,000 for the three and nine months ended September 30, 2020, respectively, resulting in a reduction of rental revenues during these periods. Of these amounts, \$5,919,000 in each period is attributable to Century 21. Prospectively, revenue recognition for these tenants will be based on actual amounts received.

3. Basis of Presentation

The accompanying consolidated financial statements are unaudited and include the accounts of Alexander’s and its consolidated subsidiaries. All intercompany amounts have been eliminated. In our opinion, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations and changes in cash flows have been made. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) have been condensed or omitted. These condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q of the Securities and Exchange Commission (the “SEC”) and should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2019, as filed with the SEC.

We have made 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. The results of operations for the three and nine months ended September 30, 2020 are not necessarily indicative of the operating results for the full year.

We operate in one reportable segment.

ALEXANDER’S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(UNAUDITED)

4. Recently Issued Accounting Literature

In March 2020, the FASB issued an update (“ASU 2020-04”) establishing Accounting Standards Codification (“ASC”) Topic 848, *Reference Rate Reform*. ASU 2020-04 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in ASU 2020-04 is optional and may be elected over time as reference rate reform activities occur. We are currently evaluating the impact of the guidance and our options related to the practical expedients.

In April 2020, the FASB issued a Staff Q&A on accounting for leases during the COVID-19 pandemic, focused on the application of lease guidance in ASC Topic 842, *Leases* (“ASC 842”). The Q&A states that it would be acceptable to make a policy election regarding rent concessions resulting from COVID-19, which would not require entities to account for these rent concessions as lease modifications when total cash flows resulting from the modified contract are “substantially the same or less” than the cash flows in the original contract. Entities making the election will continue to recognize rental revenue on a straight-line basis for qualifying concessions. In limited circumstances, we granted temporary rent deferrals and rent abatements to certain tenants as a result of the COVID-19 pandemic. We have made a policy election in accordance with the Staff Q&A allowing us to not account for these rent concessions as lease modifications. Accordingly, rent abatements are recognized as reductions to “rental revenues” during the period in which they were granted. Rent deferrals result in an increase to “tenant and other receivables” during the deferral period with no impact on rental revenue recognition. For any concessions that do not meet the guidance contained in the Q&A, the modification guidance in accordance with ASC 842 will be applied. See Note 2 - *COVID-19 Pandemic* for further details.

5. Revenue Recognition

Our rental revenues include revenues from the leasing of space to tenants at our properties and revenues from parking and tenant services. We have the following revenue recognition policies:

- Lease revenues from the leasing of space to tenants at our properties. Revenues derived from base rent are recognized over the non-cancelable term of the related leases on a straight-line basis which includes the effects of rent steps and rent abatements. We commence rental revenue recognition when the underlying asset is available for use by the lessee. In addition, in circumstances where we provide a tenant improvement allowance for improvements that are owned by the tenant, we recognize the allowance as a reduction of rental revenue on a straight-line basis over the term of the lease. 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. As lessor, we have elected to combine the lease components (base and variable rent), non-lease components (reimbursements of common area maintenance expenses) and reimbursement of real estate taxes and insurance expenses from our operating lease agreements and account for the components as a single lease component in accordance with ASC 842.
- Parking revenue arising from the rental of parking spaces at our properties. This income is recognized as the services are transferred in accordance with ASC Topic 606, *Revenue from Contracts with Customers* (“ASC 606”).
- Tenant services is revenue arising from sub-metered electric, elevator and other services provided to tenants at their request. This revenue is recognized as the services are transferred in accordance with ASC 606.

The following is a summary of revenue sources for the three and nine months ended September 30, 2020 and 2019.

(Amounts in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Lease revenues	\$ 41,394	\$ 55,267	\$ 137,479	\$ 163,597
Parking revenue	1,106	1,366	3,046	4,222
Tenant services	999	1,127	2,562	2,651
Rental revenues	<u>\$ 43,499</u>	<u>\$ 57,760</u>	<u>\$ 143,087</u>	<u>\$ 170,470</u>

ALEXANDER'S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(UNAUDITED)

5. Revenue Recognition - continued

The components of lease revenues for the three and nine months ended September 30, 2020 and 2019 are as follows:

(Amounts in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Fixed lease revenues	\$ 33,609	\$ 36,025	\$ 101,348	\$ 107,657
Variable lease revenues	7,785	19,242	36,131	55,940
Lease revenues	\$ 41,394	\$ 55,267	\$ 137,479	\$ 163,597

Bloomberg accounted for revenue of \$80,696,000 and \$81,314,000 for the nine months ended September 30, 2020 and 2019, respectively, representing approximately 56% and 48% of our total revenues in each period, respectively. No other tenant accounted for more than 10% of our total 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.

6. Related Party Transactions

Vornado

As of September 30, 2020, 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.

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) \$334,000, 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. In the event third-party real estate brokers are used, the fees to Vornado increase by 1% and Vornado is responsible for the fees to the third-party real estate brokers.

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.

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

(Amounts in thousands)	Three Months Ended September 30,		Nine Months Ended September 30	
	2020	2019	2020	2019
Company management fees	\$ 700	\$ 700	\$ 2,100	\$ 2,
Development fees	188	—	456	
Leasing fees	113	1,422	172	4,
Property management, cleaning, engineering and security fees	1,074	1,239	3,519	3,
	\$ 2,075	\$ 3,361	\$ 6,247	\$ 9,

ALEXANDER'S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(UNAUDITED)

6. Related Party Transactions - continued

As of September 30, 2020, the amounts due to Vornado were \$644,000 for management, property management, cleaning, engineering and security fees; \$524,000 for development fees; and \$10,000 for leasing fees. As of December 31, 2019, the amounts due to Vornado were \$795,000 for management, property management, cleaning, engineering and security fees; \$563,000 for leasing fees; and \$68,000 for development fees.

7. Marketable Securities

As of September 30, 2020 and December 31, 2019, we owned 564,612 and 535,265 common shares, respectively, of The Macerich Company ("Macerich") (NYSE: MAC). The increase in shares owned was due to a dividend received in stock from Macerich during the three months ended June 30, 2020. As of September 30, 2020 and December 31, 2019, the fair value of these shares was \$3,834,000 and \$14,409,000, respectively, based on Macerich's closing share price of \$6.79 per share and \$26.92 per share, respectively. These shares are presented at fair value as "marketable securities" on our consolidated balance sheets and the gains and losses resulting from the mark-to-market of these securities are recognized in current period earnings.

8. Mortgages Payable

On February 14, 2020, we reduced our participation in our Rego Park II shopping center loan to \$50,000,000 and received cash proceeds of approximately \$145,000,000.

On September 14, 2020, we amended and extended the \$350,000,000 mortgage loan on the retail condominium of our 731 Lexington Avenue property. Under the terms of the amendment, we paid down the loan by \$50,000,000 to \$300,000,000, extended the maturity date to August 2025 and guaranteed the interest payments and certain leasing costs. The principal of the loan is non-recourse to us. The interest-only loan remains at the same rate, LIBOR plus 1.40% (1.56% as of September 30, 2020).

On October 23, 2020, we completed a financing of The Alexander apartment tower in the amount of \$94,000,000. The interest-only loan has a fixed rate of 2.63% and matures in November 2027.

The following is a summary of our outstanding mortgages payable as of September 30, 2020 and December 31, 2019. We may refinance our maturing debt as it comes due or choose to pay it down.

(Amounts in thousands)	<u>Maturity</u>	<u>Interest Rate at September 30, 2020</u>	<u>Balance at</u>	
			<u>September 30, 2020</u>	<u>December 31, 2019</u>
First mortgages secured by:				
Paramus	Oct. 04, 2021	4.72%	\$ 68,000	\$ 68,000
731 Lexington Avenue, office condominium ⁽¹⁾	Jun. 11, 2024	1.05%	500,000	500,000
731 Lexington Avenue, retail condominium ⁽²⁾	Aug. 05, 2025	1.56%	300,000	350,000
Rego Park II shopping center ⁽³⁾	Dec. 12, 2025	1.50%	202,544	56,836
Total			1,070,544	974,836
Deferred debt issuance costs, net of accumulated amortization of \$12,701 and \$14,362, respectively			(4,141)	(3,875)
			<u>\$ 1,066,403</u>	<u>\$ 970,961</u>

(1) Interest at LIBOR plus 0.90%. Maturity represents the extended maturity based on our unilateral right to extend.

(2) Interest at LIBOR plus 1.40%.

(3) Interest at LIBOR plus 1.35%. The amount of this loan is net of our loan participation of \$50,000 and \$195,708 as of September 30, 2020 and December 31, 2019, respectively.

ALEXANDER'S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(UNAUDITED)

9. 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 2020, we granted each of the members of our Board of Directors 329 DSUs with a market value of \$75,000 per grant. The grant date fair value of these awards was \$56,250 per grant, or \$450,000 in the aggregate, in accordance with ASC 718. In addition, 876 DSUs, constituting an initial award with a market value of \$200,000, were granted to a newly appointed Director. The grant date fair value of this award was \$150,000 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. As of September 30, 2020, there were 14,916 DSUs outstanding and 490,871 shares were available for future grant under the Plan.

10. 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; 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 sheets as of September 30, 2020 and December 31, 2019, consist of marketable securities, which are presented in the table below based on their level in the fair value hierarchy, and an interest rate cap, which fair value was insignificant as of September 30, 2020 and December 31, 2019. There were no financial liabilities measured at fair value as of September 30, 2020 and December 31, 2019.

(Amounts in thousands)	As of September 30, 2020			
	Total	Level 1	Level 2	Level 3
Marketable securities	\$ 3,834	\$ 3,834	\$ —	\$ —

(Amounts in thousands)	As of December 31, 2019			
	Total	Level 1	Level 2	Level 3
Marketable securities	\$ 14,409	\$ 14,409	\$ —	\$ —

ALEXANDER'S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(UNAUDITED)

10. 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 amounts and fair values of these financial instruments as of September 30, 2020 and December 31, 2019.

(Amounts in thousands)	As of September 30, 2020		As of December 31, 2019	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets:				
Cash equivalents	\$ 318,260	\$ 318,260	\$ 263,688	\$ 263,688
Liabilities:				
Mortgages payable (excluding deferred debt issuance costs, net)	\$ 1,070,544	\$ 1,032,000	\$ 974,836	\$ 974,000

11. Commitments and Contingencies

Insurance

We maintain general liability insurance with limits of \$300,000,000 per occurrence and per property, of which the first \$1,000,000 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.

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 \$268,000 deductible 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 mortgage loans are non-recourse to us and 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.

Paramus

In 2001, we leased 30.3 acres of land located in Paramus, New Jersey to IKEA Property, Inc. The lease contains a purchase option in October 2021 for \$75,000,000. The property is encumbered by a \$68,000,000 interest-only mortgage loan with a fixed rate of 4.72%, which matures in October 2021. The annual triple-net rent is the sum of \$700,000 plus the amount of interest on the mortgage loan. If the purchase option is exercised, we will receive net cash proceeds of approximately \$7,000,000 and recognize a gain on sale of land of approximately \$60,000,000. If the purchase option is not exercised, the triple-net rent for the last 20 years would include debt service sufficient to fully amortize \$68,000,000 over the remaining 20-year lease term.

ALEXANDER'S, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(UNAUDITED)

11. Commitments and Contingencies - continued

Rego Park I Litigation

In June 2014, Sears Roebuck and Co. ("Sears") filed a lawsuit in the Supreme Court of the State of New York against Vornado and us (and certain of our subsidiaries) with regard to the 195,000 square foot store that Sears leased at our Rego Park I property alleging that the defendants are liable for harm that Sears has suffered as a result of (a) water intrusions into the premises, (b) two fires in February 2014 that caused damages to those premises, and (c) alleged violations of the Americans with Disabilities Act in the premises' parking garage. Sears asserted various causes of actions for damages and sought to compel compliance with landlord's obligations to repair the premises and to provide security, and to compel us to abate a nuisance that Sears claims was a cause of the water intrusions into its premises. In addition to injunctive relief, Sears sought, among other things, damages of not less than \$4,000,000 and future damages it estimated would not be less than \$25,000,000. In March 2016, Sears withdrew its claim for future damages leaving a remaining claim for property damages, which we estimate to be approximately \$650,000 based on information provided by Sears. We intend to defend the remaining claim vigorously. The amount or range of reasonably possible losses, if any, is not expected to be greater than \$650,000. On October 15, 2018, Sears filed for Chapter 11 bankruptcy relief resulting in an automatic stay of this case.

Kings Plaza Transfer Tax

In 2012, we sold the Kings Plaza Regional Shopping Center ("Kings Plaza") and paid real property transfer taxes to New York City in connection with the sale. In 2015, the New York City Department of Finance ("NYC DOF") issued a Notice of Determination to us assessing an additional New York City real property transfer tax amount, including interest.

In 2014, in a case with similar facts, the NYC DOF issued a Notice of Determination to a Vornado joint venture assessing an additional New York City real property transfer tax amount, including interest. In January 2017, a New York City administrative law judge made a determination upholding the Vornado joint venture's position that such additional real property transfer taxes were not due. On February 16, 2018, the New York City Tax Appeals Tribunal (the "Tribunal") overturned the January 2017 determination. The Vornado joint venture appealed the Tribunal's decision to the Appellate Division of the Supreme Court of the State of New York and on April 25, 2019, the Tribunal's decision was unanimously upheld. The Vornado joint venture filed a motion to reargue the Appellate Division's decision or for leave to appeal to the New York State Court of Appeals. On December 12, 2019, that motion was denied and the case can no longer be appealed. Based on the precedent of the Tribunal's decision, we paid the potential additional real property transfer taxes of \$23,797,000 (\$15,874,000 of real property transfer tax and \$7,923,000 of interest) on April 5, 2018. We are currently evaluating our options relating to this matter.

Letters of Credit

Approximately \$1,030,000 of standby letters of credit were issued and outstanding as of September 30, 2020.

Other

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

12. Earnings Per Share

The following table sets forth the computation of basic and diluted income per share. Basic income per share is determined using the weighted average shares of common stock outstanding during the period. Diluted income per share is determined using the weighted average shares of common stock 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 three and nine months ended September 30, 2020 and 2019.

(Amounts in thousands, except share and per share amounts)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Net income	\$ 6,604	\$ 16,493	\$ 23,507	\$ 45,641
Weighted average shares outstanding – basic and diluted	5,122,206	5,118,698	5,120,490	5,118,030
Net income per common share – basic and diluted	\$ 1.29	\$ 3.22	\$ 4.59	\$ 8.92

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

Results of Review of Interim Financial Information

We have reviewed the accompanying consolidated balance sheet of Alexander's, Inc. and subsidiaries (the "Company") as of September 30, 2020, the related consolidated statements of income, comprehensive income and changes in equity, for the three-month and nine-month periods ended September 30, 2020 and 2019, and of cash flows for the nine-month periods ended September 30, 2020 and 2019, and the related notes (collectively referred to as the "interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2019, and the related consolidated statements of income, comprehensive income, changes in equity, and cash flows for the year then ended (not presented herein); and in our report dated February 18, 2020, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2019, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

This interim financial information is the responsibility of the Company's management. 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 reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ DELOITTE & TOUCHE LLP

New York, New York
November 2, 2020

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Certain statements contained in this Quarterly Report 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 involve risks, uncertainties and assumptions. Our future results, financial condition, results of operations 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 Quarterly Report on Form 10-Q. These forward-looking statements represent our intentions, plans, expectations and beliefs and are subject to numerous assumptions, risks and uncertainties. Many of the factors that will determine these items are beyond our ability to control or predict.

Currently, one of the most significant factors is the ongoing adverse effect of the COVID-19 pandemic on our business, financial condition, results of operations, cash flows, operating performance and the effect it has had and may continue to have on our tenants, the global, national, regional and local economies and financial markets and the real estate market in general. The extent of the impact of the COVID-19 pandemic will depend on future developments, including the duration of the pandemic, which are highly uncertain at this time, but that impact could be material. Moreover, you are cautioned that the COVID-19 pandemic will heighten many of the risks identified in “Item 1A. – Risk Factors” in Part I of our Annual Report on Form 10-K for the year ended December 31, 2019, as well as the risks set forth herein.

For a further discussion of factors that could materially affect the outcome of our forward-looking statements, see “Item 1A. – Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2019, “Item 1A. – Risk Factors” in our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2020 and June 30, 2020 and “Item 1A. – Risk Factors” in this Quarterly Report on Form 10-Q. 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 the forward-looking statements, which speak only as of the date of this Quarterly Report on Form 10-Q 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 after the date of this Quarterly Report on Form 10-Q.

Management’s Discussion and Analysis of Financial Condition and Results of Operations include a discussion of our consolidated financial statements for the three and nine months ended September 30, 2020 and 2019. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) 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 financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. The results of operations for the three and nine months ended September 30, 2020 are not necessarily indicative of the operating results for the full year.

Critical Accounting Policies

A summary of our critical accounting policies is included in our Annual Report on Form 10-K for the year ended December 31, 2019 in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Note 2 – Summary of Significant Accounting Policies” to the consolidated financial statements included therein. For the nine months ended September 30, 2020, there were no material changes to these policies.

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 seven properties in the greater New York City metropolitan area.

We compete with a large number of property owners and developers. Our success depends upon, among other factors, trends of the world, 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 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.

COVID-19 Pandemic

Our business has been adversely affected by the ongoing COVID-19 pandemic. In March 2020, our "non-essential" retail tenants were ordered to temporarily close and although substantially all re-opened in the latter part of June 2020, there are limitations on occupancy and other restrictions that affect their ability to resume full operations.

In limited circumstances, we have agreed to and may continue to agree to rent deferrals and abatements for certain of our tenants. We have made the policy election available to us based on the Financial Accounting Standards Board's ("FASB") guidance for leases during the COVID-19 pandemic, which allows us to continue recognizing rental revenue for rent deferral agreements and to recognize rent abatements as a reduction to rental revenue in the period granted. See Note 4 - *Recently Issued Accounting Literature* for additional information.

Overall, we have collected approximately 95% of rent billed for the quarter ended September 30, 2020 (96% including rent deferrals under agreements which generally require repayment in monthly installments over a period of time not to exceed twelve months), including 100% for our office tenant, approximately 87% for our retail tenants (89% including rent deferrals) and approximately 97% for our residential tenants.

On September 10, 2020, Century 21, which leases 135,000 square feet at our Rego Park II shopping center (\$6,400,000 of annual revenue), filed for Chapter 11 bankruptcy. There are \$1,619,000 of unamortized deferred leasing costs on our consolidated balance sheet related to Century 21 as of September 30, 2020.

Based on our assessment of the probability of collecting rent from certain tenants, we have written off as uncollectible \$3,100,000 and \$4,122,000 for the three and nine months ended September 30, 2020, respectively, resulting in a reduction of rental revenues during these periods. Of these amounts, \$2,716,000 in each period is attributable to Century 21. In addition, we have written off receivables arising from the straight-lining of rents related to these tenants of \$6,590,000 and \$10,837,000 for the three and nine months ended September 30, 2020, respectively, resulting in a reduction of rental revenues during these periods. Of these amounts, \$5,919,000 in each period is attributable to Century 21. Prospectively, revenue recognition for these tenants will be based on actual amounts received.

Quarter Ended September 30, 2020 Financial Results Summary

Net income for the quarter ended September 30, 2020 was \$6,604,000, or \$1.29 per diluted share, compared to \$16,493,000, or \$3.22 per diluted share in the prior year's quarter.

Funds from operations ("FFO") (non-GAAP) for the quarter ended September 30, 2020 was \$15,363,000, or \$3.00 per diluted share, compared to \$25,208,000 or \$4.92 per diluted share in the prior year's quarter.

Nine Months Ended September 30, 2020 Financial Results Summary

Net income for the nine months ended September 30, 2020 was \$23,507,000, or \$4.59 per diluted share, compared to \$45,641,000, or \$8.92 per diluted share in the prior year's nine months.

FFO (non-GAAP) for the nine months ended September 30, 2020 was \$57,102,000, or \$11.15 per diluted share, compared to \$75,044,000 or \$14.66 per diluted share in the prior year's nine months.

Overview - continued

Square Footage, Occupancy and Leasing Activity

As of September 30, 2020, our portfolio was comprised of seven properties aggregating 2,449,000 square feet, of which 2,254,000 square feet was in service and 195,000 square feet (the former Sears space at our Rego Park I property) was out of service for redevelopment. The in service square feet was 96% occupied as of September 30, 2020.

Financing

On February 14, 2020, we reduced our participation in our Rego Park II shopping center loan to \$50,000,000 and received cash proceeds of approximately \$145,000,000.

On September 14, 2020, we amended and extended the \$350,000,000 mortgage loan on the retail condominium of our 731 Lexington Avenue property. Under the terms of the amendment, we paid down the loan by \$50,000,000 to \$300,000,000, extended the maturity date to August 2025 and guaranteed the interest payments and certain leasing costs. The principal of the loan is non-recourse to us. The interest-only loan remains at the same rate, LIBOR plus 1.40% (1.56% as of September 30, 2020).

On October 23, 2020, we completed a financing of The Alexander apartment tower in the amount of \$94,000,000. The interest-only loan has a fixed rate of 2.63% and matures in November 2027.

Significant Tenant

Bloomberg accounted for revenue of \$80,696,000 and \$81,314,000 for the nine months ended September 30, 2020 and 2019, respectively, representing approximately 56% and 48% of our total revenues in each period, respectively. No other tenant accounted for more than 10% of our total 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.

Results of Operations – Three Months Ended September 30, 2020, compared to September 30, 2019

Rental Revenues

Rental revenues were \$43,499,000 in the quarter ended September 30, 2020, compared to \$57,760,000 in the prior year's quarter, a decrease of \$14,261,000. This decrease was primarily due to (i) \$6,590,000 from the write-off of receivables arising from the straight-lining of rents from certain of our retail tenants, of which \$5,919,000 is attributable to Century 21, (ii) \$3,814,000 of lower rental income from certain of our retail tenants which were deemed uncollectible, of which \$2,716,000 is attributable to Century 21 and (iii) \$3,034,000 from retail tenant vacancies at our 731 Lexington Avenue property.

Operating Expenses

Operating expenses were \$22,448,000 in the quarter ended September 30, 2020, compared to \$23,389,000 in the prior year's quarter, a decrease of \$941,000. This decrease was primarily due to lower reimbursable operating expenses.

Depreciation and Amortization

Depreciation and amortization was \$7,587,000 in the quarter ended September 30, 2020, compared to \$7,831,000 in the prior year's quarter, a decrease of \$244,000.

General and Administrative Expenses

General and administrative expenses were \$1,386,000 in the quarter ended September 30, 2020, compared to \$1,333,000 in the prior year's quarter, an increase of \$53,000.

Interest and Other Income, net

Interest and other income, net was \$220,000 in the quarter ended September 30, 2020, compared to \$2,075,000 in the prior year's quarter, a decrease of \$1,855,000. This decrease was primarily due to \$1,532,000 of lower interest income due to a decrease in average interest rates and \$316,000 of lower dividend income from Macerich.

Interest and Debt Expense

Interest and debt expense was \$4,463,000 in the quarter ended September 30, 2020, compared to \$9,772,000 in the prior year's quarter, a decrease of \$5,309,000. This decrease was primarily due to (i) \$4,727,000 of lower interest expense due to a decrease in LIBOR and (ii) \$1,117,000 of lower amortization of debt issuance costs, partially offset by (iii) \$438,000 of higher interest expense due to an increase in average debt balances.

Change in Fair Value of Marketable Securities

Change in fair value of marketable securities was an expense of \$1,231,000 in the quarter ended September 30, 2020, resulting from a decrease in The Macerich Company's ("Macerich") share price of \$2.18 on 564,612 shares owned. Change in fair value of marketable securities was an expense of \$1,017,000 in the prior year's quarter, resulting from a decrease in Macerich's share price of \$1.90 on 535,265 shares owned.

Results of Operations – Nine Months Ended September 30, 2020, compared to September 30, 2019

Rental Revenues

Rental revenues were \$143,087,000 in the nine months ended September 30, 2020, compared to \$170,470,000 in the prior year's nine months, a decrease of \$27,383,000. This decrease was primarily due to (i) \$10,837,000 from the write-off of receivables arising from the straight-lining of rents from certain of our retail tenants, of which \$5,919,000 is attributable to Century 21, (ii) \$9,045,000 from retail tenant vacancies at our 731 Lexington Avenue property and (iii) \$4,836,000 of lower rental income from certain of our retail tenants which were deemed uncollectible, of which \$2,716,000 is attributable to Century 21.

Operating Expenses

Operating expenses were \$63,979,000 in the nine months ended September 30, 2020, compared to \$66,905,000 in the prior year's nine months, a decrease of \$2,926,000. This decrease was primarily due to lower reimbursable operating expenses.

Depreciation and Amortization

Depreciation and amortization was \$23,129,000 in the nine months ended September 30, 2020, compared to \$23,528,000 in the prior year's nine months, a decrease of \$399,000.

General and Administrative Expenses

General and administrative expenses were \$4,948,000 in the nine months ended September 30, 2020, compared to \$4,471,000 in the prior year's nine months, an increase of \$477,000. This increase was primarily due to higher stock-based compensation expense in connection with the fair value of deferred stock units granted to a newly appointed member of our Board of Directors during the second quarter of 2020, comprised of an initial award of \$150,000 and a \$56,000 annual award and \$214,000 due to higher professional fees.

Interest and Other Income, net

Interest and other income, net was \$2,473,000 in the nine months ended September 30, 2020, compared to \$6,428,000 in the prior year's nine months, a decrease of \$3,955,000. This decrease was primarily due to \$3,924,000 of lower interest income due to a decrease in average interest rates.

Interest and Debt Expense

Interest and debt expense was \$19,208,000 in the nine months ended September 30, 2020, compared to \$30,096,000 in the prior year's nine months, a decrease of \$10,888,000. This decrease was primarily due to (i) \$11,274,000 of lower interest expense due to a decrease in LIBOR and (ii) \$1,448,000 of lower amortization of debt issuance costs, partially offset by (iii) \$1,664,000 of higher interest expense due to an increase in average debt balances.

Change in Fair Value of Marketable Securities

Change in fair value of marketable securities was an expense of \$10,789,000 in the nine months ended September 30, 2020, consisting of \$10,774,000 resulting from a decrease in Macerich's share price of \$20.13 on 535,265 shares owned and \$15,000 resulting from a decrease in Macerich's share price of \$0.51 on 29,347 shares owned. Change in fair value of marketable securities was an expense of \$6,257,000 in the prior year's nine months, resulting from a decrease in Macerich's share price of \$11.69 on 535,265 shares owned.

Liquidity and Capital Resources

Cash Flows

Rental revenue is our primary source of cash flow and is dependent on a number of factors, including the occupancy level and rental rates of our properties, as well as our tenants' ability to pay their rents. Our properties provide us with a relatively consistent stream of cash flow that enables us to pay our operating expenses, interest expense, recurring capital expenditures and cash dividends to stockholders. As a result of the COVID-19 pandemic, in limited circumstances, we have agreed to and may continue to agree to rent deferrals and abatements for certain of our tenants. Overall, we have collected approximately 95% of rent billed for the quarter ended September 30, 2020 (96% including rent deferrals under agreements which generally require repayment in monthly installments over a period of time not to exceed twelve months), including 100% for our office tenant, approximately 87% for our retail tenants (89% including rent deferrals) and approximately 97% for our residential tenants. On September 10, 2020, Century 21, which leases 135,000 square feet at our Rego Park II shopping center (\$6,400,000 of annual revenue), filed for Chapter 11 bankruptcy. Other sources of liquidity to fund cash requirements include our existing cash, proceeds from financings, including mortgage or construction loans secured by our properties and proceeds from asset sales.

As of September 30, 2020, we had \$373,612,000 of liquidity comprised of \$369,778,000 of cash and cash equivalents and restricted cash and \$3,834,000 of marketable securities. We anticipate that cash flows 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 amortization 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. The challenges posed by the COVID-19 pandemic and the impact on our business and cash flows are evolving rapidly and cannot be predicted at this time but that impact could be material. Consequently, we will continue to evaluate our liquidity and financial position on an ongoing basis.

Nine Months Ended September 30, 2020

Cash and cash equivalents and restricted cash were \$369,778,000 as of September 30, 2020, compared to \$313,977,000 as of December 31, 2019, an increase of \$55,801,000. This increase resulted from (i) \$55,521,000 of net cash provided by operating activities and (ii) \$23,910,000 of net cash provided by financing activities, partially offset by (iii) \$23,630,000 of net cash used in investing activities.

Net cash provided by operating activities of \$55,521,000 was comprised of (i) net income of \$23,507,000 and (ii) adjustments for non-cash items of \$59,157,000, partially offset by (iii) the net change in operating assets and liabilities of \$27,143,000. The adjustments for non-cash items were comprised of (i) depreciation and amortization (including amortization of debt issuance costs) of \$25,554,000, (ii) straight-lining of rental income of \$18,306,000, (iii) the change in fair value of marketable securities of \$10,789,000, (iv) write-off of tenant receivables of \$4,122,000 and (v) stock-based compensation expense of \$600,000, partially offset by (vi) \$214,000 of dividends received in stock from Macerich.

Net cash provided by financing activities of \$23,910,000 was primarily comprised of (i) proceeds from the reduction of our participation in our Rego Park II mortgage loan of \$145,708,000, partially offset by (ii) dividends paid of \$69,118,000 and (iii) debt repayments of \$50,000,000.

Net cash used in investing activities was comprised of construction in progress and real estate additions of \$23,630,000.

Nine Months Ended September 30, 2019

Cash and cash equivalents and restricted cash were \$313,777,000 as of September 30, 2019, compared to \$289,495,000 as of December 31, 2018, an increase of \$24,282,000. This increase resulted from (i) \$99,953,000 of net cash provided by operating activities, partially offset by (ii) \$69,105,000 of net cash used in financing activities and (iii) \$6,566,000 of net cash used in investing activities.

Net cash provided by operating activities of \$99,953,000 was comprised of (i) net income of \$45,641,000, (ii) adjustments for non-cash items of \$36,002,000 and (iii) the net change in operating assets and liabilities of \$18,310,000. The adjustments for non-cash items were comprised of (i) depreciation and amortization (including amortization of debt issuance costs) of \$27,401,000, (ii) the change in fair value of marketable securities of \$6,257,000, (iii) straight-lining of rental income of \$1,950,000 and (iv) stock-based compensation expense of \$394,000.

Net cash used in financing activities was primarily comprised of dividends paid of \$69,090,000.

Net cash used in investing activities was comprised of construction in progress and real estate additions of \$6,566,000.

Liquidity and Capital Resources - continued

Commitments and Contingencies

Insurance

We maintain general liability insurance with limits of \$300,000,000 per occurrence and per property, of which the first \$1,000,000 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.

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 \$268,000 deductible 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 mortgage loans are non-recourse to us and 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.

Paramus

In 2001, we leased 30.3 acres of land located in Paramus, New Jersey to IKEA Property, Inc. The lease contains a purchase option in October 2021 for \$75,000,000. The property is encumbered by a \$68,000,000 interest-only mortgage loan with a fixed rate of 4.72%, which matures in October 2021. The annual triple-net rent is the sum of \$700,000 plus the amount of interest on the mortgage loan. If the purchase option is exercised, we will receive net cash proceeds of approximately \$7,000,000 and recognize a gain on sale of land of approximately \$60,000,000. If the purchase option is not exercised, the triple-net rent for the last 20 years would include debt service sufficient to fully amortize \$68,000,000 over the remaining 20-year lease term.

Rego Park I Litigation

In June 2014, Sears Roebuck and Co. (“Sears”) filed a lawsuit in the Supreme Court of the State of New York against Vornado and us (and certain of our subsidiaries) with regard to the 195,000 square foot store that Sears leased at our Rego Park I property alleging that the defendants are liable for harm that Sears has suffered as a result of (a) water intrusions into the premises, (b) two fires in February 2014 that caused damages to those premises, and (c) alleged violations of the Americans with Disabilities Act in the premises’ parking garage. Sears asserted various causes of actions for damages and sought to compel compliance with landlord’s obligations to repair the premises and to provide security, and to compel us to abate a nuisance that Sears claims was a cause of the water intrusions into its premises. In addition to injunctive relief, Sears sought, among other things, damages of not less than \$4,000,000 and future damages it estimated would not be less than \$25,000,000. In March 2016, Sears withdrew its claim for future damages leaving a remaining claim for property damages, which we estimate to be approximately \$650,000 based on information provided by Sears. We intend to defend the remaining claim vigorously. The amount or range of reasonably possible losses, if any, is not expected to be greater than \$650,000. On October 15, 2018, Sears filed for Chapter 11 bankruptcy relief resulting in an automatic stay of this case.

Liquidity and Capital Resources - continued

Kings Plaza Transfer Tax

In 2012, we sold the Kings Plaza Regional Shopping Center (“Kings Plaza”) and paid real property transfer taxes to New York City in connection with the sale. In 2015, the New York City Department of Finance (“NYC DOF”) issued a Notice of Determination to us assessing an additional New York City real property transfer tax amount, including interest.

In 2014, in a case with similar facts, the NYC DOF issued a Notice of Determination to a Vornado joint venture assessing an additional New York City real property transfer tax amount, including interest. In January 2017, a New York City administrative law judge made a determination upholding the Vornado joint venture’s position that such additional real property transfer taxes were not due. On February 16, 2018, the New York City Tax Appeals Tribunal (the “Tribunal”) overturned the January 2017 determination. The Vornado joint venture appealed the Tribunal’s decision to the Appellate Division of the Supreme Court of the State of New York and on April 25, 2019, the Tribunal’s decision was unanimously upheld. The Vornado joint venture filed a motion to reargue the Appellate Division’s decision or for leave to appeal to the New York State Court of Appeals. On December 12, 2019, that motion was denied and the case can no longer be appealed. Based on the precedent of the Tribunal’s decision, we paid the potential additional real property transfer taxes of \$23,797,000 (\$15,874,000 of real property transfer tax and \$7,923,000 of interest) on April 5, 2018. We are currently evaluating our options relating to this matter.

Letters of Credit

Approximately \$1,030,000 of standby letters of credit were issued and outstanding as of September 30, 2020.

Other

There are various other legal actions against us in the ordinary course of business. In our opinion, the outcome of such 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 depreciable 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 three and nine months ended September 30, 2020 and 2019

FFO (non-GAAP) for the quarter ended September 30, 2020 was \$15,363,000, or \$3.00 per diluted share, compared to \$25,208,000, or \$4.92 per diluted share in the prior year’s quarter.

FFO (non-GAAP) for the nine months ended September 30, 2020 was \$57,102,000, or \$11.15 per diluted share, compared to \$75,044,000, or \$14.66 per diluted share in the prior year’s nine months.

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

(Amounts in thousands, except share and per share amounts)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2020	2019	2020	2019
Net income	\$ 6,604	\$ 16,493	\$ 23,507	\$ 45,641
Depreciation and amortization of real property	7,528	7,698	22,806	23,146
Change in fair value of marketable securities	1,231	1,017	10,789	6,257
FFO (non-GAAP)	<u>\$ 15,363</u>	<u>\$ 25,208</u>	<u>\$ 57,102</u>	<u>\$ 75,044</u>
FFO per diluted share (non-GAAP)	<u>\$ 3.00</u>	<u>\$ 4.92</u>	<u>\$ 11.15</u>	<u>\$ 14.66</u>
Weighted average shares used in computing FFO per diluted share	<u>5,122,206</u>	<u>5,118,698</u>	<u>5,120,490</u>	<u>5,118,030</u>

Item 3. 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.

(Amounts in thousands, except per share amounts)	2020			2019	
	September 30, Balance	Weighted Average Interest Rate	Effect of 1% Change in Base Rates	December 31, Balance	Weighted Average Interest Rate
Variable Rate	\$ 1,002,544	1.29%	\$ 10,025	\$ 906,836	2.85%
Fixed Rate	68,000	4.72%	—	68,000	4.72%
	<u>\$ 1,070,544</u>	1.51%	<u>\$ 10,025</u>	<u>\$ 974,836</u>	2.98%
Total effect on diluted earnings per share			<u>\$ 1.96</u>		

As of September 30, 2020, we have an interest rate cap with a notional amount of \$500,000,000 that caps LIBOR at a rate of 6.0%.

Fair Value of Debt

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. As of September 30, 2020 and December 31, 2019, the estimated fair value of our mortgages payable was \$1,032,000,000 and \$974,000,000, 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 4. Controls and Procedures

(a) 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 Quarterly Report on Form 10-Q. 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.

(b) Internal Control Over Financial Reporting: There have not been any changes in our internal control over financial reporting during the fiscal quarter to which this Quarterly Report on Form 10-Q relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

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

For a discussion of the litigation concerning our Rego Park I property, see “Part I – Financial Information, Item 1 – Financial Statements, Note 11 – Commitments and Contingencies.”

Item 1A. Risk Factors

Except as set forth below, there were no material changes to the “Risk Factors” disclosed in our Annual Report on Form 10-K for the year ended December 31, 2019 (“2019 Form 10-K”) and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2020 and June 30, 2020.

Our business, financial condition, results of operations and cash flows have been and are expected to continue to be adversely affected by the recent COVID-19 pandemic and the impact could be material to us.

Our business has been adversely affected by the ongoing COVID-19 pandemic. In March 2020, our “non-essential” retail tenants were ordered to temporarily close and although substantially all re-opened in the latter part of June 2020, there are limitations on occupancy and other restrictions that affect their ability to resume full operations. In limited circumstances, we have agreed to and may continue to agree to rent deferrals and abatements for certain of our tenants.

Numerous Federal, state, local and industry-initiated efforts may also affect our ability to collect rent or enforce remedies for the failure to pay rent. Certain of our tenants may incur significant costs or losses as a result of the COVID-19 pandemic and/or incur other liabilities related to shelter-in-place orders, quarantines, infection or other related factors. Tenants that experience deteriorating financial conditions may be unwilling or unable to pay rent on a timely basis, or at all. Specifically, on September 10, 2020, Century 21, which leases 135,000 square feet at our Rego Park II shopping center, filed for Chapter 11 bankruptcy.

The COVID-19 pandemic has also caused, and is likely to continue to cause, severe economic, market or other disruptions worldwide. Conditions in the bank lending, capital and other financial markets may deteriorate as a result of the pandemic, our access to capital and other sources of funding may become constrained and the ratios of our debt to asset values may deteriorate, which could adversely affect the availability and terms of future borrowings, renewals or refinancings. In addition, the deterioration of global, national, regional and local economic conditions as a result of the pandemic may ultimately decrease occupancy and/or rent levels across our portfolio as tenants reduce or defer their spending, which may result in less cash flow available for operating costs, to pay our indebtedness and for distribution to our stockholders and the impact could be material. In addition, the value of our real estate assets may decline, which may result in non-cash impairment charges in future periods and the impact could be material. The extent of the COVID-19 pandemic’s effect on our operational and financial performance will depend on future developments, including the duration, spread and intensity of the outbreak and governmental responses thereto, all of which are uncertain and difficult to predict. Due to the speed with which the situation is developing, we are not able at this time to estimate the ultimate effect of these factors on our business, but the adverse impact on our business, results of operations, financial condition and cash flows could be material. The potential effects of COVID-19 also could impact many of our risk factors included in our 2019 Form 10-K. However, the potential impact remains uncertain.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibits required by Item 601 of Regulation S-K are filed herewith and are listed in the attached Exhibit Index.

EXHIBIT INDEX

<u>Exhibit No.</u>	
10.1	- Omnibus Amendment to Loan Documents and Reaffirmation of Borrower and Guarantor, dated September 14, 2020, by and between 731 Retail One LLC and 731 Commercial LLC as Borrower, Alexander's, Inc. as Guarantor, JPMorgan Chase Bank, N.A. as Administrative Agent on behalf of the Lenders, and the Lenders
10.2	- Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 14, 2020, by and between 731 Retail One LLC and 731 Commercial LLC as mortgagor and JPMorgan Chase Bank, N.A. as mortgagee and as Administrative Agent for the benefit of the Lenders
10.3	- Interest Guaranty, dated September 14, 2020, made by Alexander's, Inc. as Guarantor to JPMorgan Chase Bank, N.A. as Administrative Agent for the benefit of the Lenders
10.4	- Leasing Costs Guaranty, dated September 14, 2020, made by Alexander's, Inc. as Guarantor to JPMorgan Chase Bank, N.A. as Administrative Agent for the benefit of the Lenders
15.1	- Letter regarding unaudited interim financial information
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
101	- The following financial information from the Alexander's, Inc. Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 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. Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 formatted as iXBRL and contained in Exhibit 101

SIGNATURES

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

ALEXANDER'S, INC.

(Registrant)

Date: November 2, 2020

By: /s/ Matthew Iocco

Matthew Iocco

Chief Financial Officer (duly authorized officer and principal financial and accounting officer)

**OMNIBUS AMENDMENT TO LOAN DOCUMENTS AND
REAFFIRMATION OF BORROWER AND GUARANTOR**

THIS OMNIBUS AMENDMENT TO LOAN DOCUMENTS AND REAFFIRMATION OF BORROWER AND GUARANTOR (this "Agreement") is dated as of September 14, 2020, between 731 RETAIL ONE LLC, a Delaware limited liability company ("731 Retail"), 731 COMMERCIAL LLC, a Delaware limited liability company ("731 Commercial"; 731 Retail and 731 Commercial, individually or collectively, as context requires, jointly and severally, the "Borrower"), solely for purposes of consenting to this Agreement and agreeing to the applicable terms of Sections 2(vv), 3(c), 5 and 7 hereof, alexander's, inc., a Delaware corporation (the "Guarantor"), JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") on behalf of the Lenders, and the lenders party hereto (the "Lenders").

RECITALS:

A. The Borrower, the Administrative Agent, and the Lenders are parties to that certain Loan Agreement, dated as of August 5, 2015 (the "Initial Loan Agreement"), whereby the Lenders agreed to make a loan (the "Loan") to the Borrower in an aggregate principal amount not to exceed \$350,000,000.

B. The Loan is secured by, among other things, that certain Consolidation, Modification and Extension Agreement, dated as of August 5, 2015, executed by the Borrower, as mortgagor, to Administrative Agent, as mortgagee, and recorded October 1, 2015, with the City Register of the City of New York under CRFN 2015000350949.

C. The Borrower, the Guarantor, the Administrative Agent and the Lenders entered into that certain Waiver and Amendment No. 1 to Loan Agreement, dated as of October 10, 2019 (the "Waiver and Amendment") pursuant to which certain cash management processes were modified.

D. Pursuant to a letter agreement dated August 19, 2020 (the "Letter Amendment"; the Initial Loan Agreement, as amended by the Waiver and Amendment and by the Letter Amendment, the "Loan Agreement"), the Administrative Agent and the Lenders agreed to a short term extension of the Initial Maturity Date. Each initially capitalized term used but not defined in this Agreement has the meaning given to such term in the Loan Agreement, as amended by this Agreement.

E. The Administrative Agent, acting on behalf of the Lenders, sent a notice, dated August 27, 2020 (the "Notice"), to the Borrower.

F. The Borrower and the Lenders have agreed to (i) rescind the Notice and agree that the Initial Maturity Date shall be deemed to have been extended until the date hereof with retroactive effect to August 26, 2020, (ii) further extend the Initial Maturity Date of the Loan, (iii) cancel the implementation of certain of the cash management processes imposed by the

Loan Agreement and (iv) make certain other revisions to the Loan Documents, all as more specifically set forth herein and subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Waiver. This Agreement shall be effective as of the date hereof (the "Effective Date"). Effective as of the Effective Date, the Administrative Agent and the Lenders hereby rescind the Notice and agree that the Initial Maturity Date shall be deemed to have been extended until the date hereof with retroactive effect to August 26, 2020.

Section 2. Amendment of Loan Documents. Effective as of the Effective Date, the Loan Documents are hereby amended as follows:

a. The Waiver and Amendment is hereby null, void and of no further force and effect. For the avoidance of doubt, the Borrower shall not be required to deposit into the Excess Cash Flow Sweep Account the Excess Cash Flow (for this purpose, as defined in the Waiver and Amendment) for the calendar months of July 2020 and August 2020.

b. The definition of "Additional Collateral" in Section 1.1 of the Loan Agreement is hereby amended by replacing the words "Section 2.15, Section 3.2(2)(a)(viii), Section 4.4" in the second and third lines thereof with the words "Section 3.2(2)(a)(viii)".

c. The definition of "Alternate Base Rate" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.7 (for the avoidance of doubt, only until any amendment has become effective pursuant to Section 2.7(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to clauses (a) or (b) above would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement."

d. The definition of "Approved Annual Budget" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Approved Annual Budget**” means an annual or partial-year budget delivered to and, if required, approved by Administrative Agent, pursuant to Section 8.4.”

e. The definition of “Cash Management Period” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Cash Management Period**” means any period commencing upon the occurrence of an Event of Default and ending on the date (if any) when all then existing Events of Default have been waived or a cure thereof has been accepted by Administrative Agent (following Administrative Agent’s receipt of any consents and approvals of the Lenders as required pursuant to the terms hereof).”

f. The definition of “Condominium Charges Reserve Account” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Condominium Charges Reserve Account**” means a sub-account of the Cash Management Account maintained on a ledger-entry basis.”

g. The definition of “Debt Service (Cash Management Test)” in Section 1.1 of the Loan Agreement is hereby amended by replacing the words “Section 2.15, Section 3.2(2)(a)(viii) and/or Section 4.4” in the fourth line thereof with the words “Section 3.2(2)(a)(viii)”.

h. The definition of “Debt Service Coverage Ratio” in Section 1.1 of the Loan Agreement is hereby amended by replacing clause (ii) thereof with: “Debt Service (Cash Management Test) as of such DSCR Calculation Date”.

i. The definition of “Insurance Reserve Account” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Insurance Reserve Account**” means a sub-account of the Cash Management Account maintained on a ledger-entry basis.”

j. The definition of “Maturity Date” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Maturity Date**” means the earlier of (a) August 5, 2025, or (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.”

k. The definition of “Requisite Leasing Approval Lenders” is hereby deleted in its entirety, and the use of such term throughout the Loan Agreement or any other Loan Document shall be replaced with the term “Required Lenders” in each instance.

l. The definition of “Restricted Collateral” in Section 1.1 of the Loan Agreement is hereby amended by deleting the words “and/or Section 4.4 and/or any amounts on deposit in the Excess Cash Flow Account” from the second and third lines thereof.

m. The definition of “Subaccounts” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Subaccounts**” means, collectively, the Tax Reserve Account, the Insurance Reserve Account and the Condominium Charges Reserve Account.”

n. The definition of “Tax Reserve Account” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“**Tax Reserve Account**” means a sub-account of the Cash Management Account maintained on a ledger-entry basis.”

o. The definitions of “Appraised Value Shortfall”, “Debt Service (Extension Test)”, “Debt Service Reserve Account”, “DSCR Calculation Certificate”, “DSCR Shortfall (Cash Management Test)”, “DSCR Shortfall (Extension Test)”, “DSCR Trigger Event”, “Excess Cash Flow Account”, “Extension Fee”, “Extension Notice”, “First Extended Maturity Date”, “Initial Maturity Date”, “Posted Reserves” and “Second Extended Maturity Date” are hereby deleted from Section 1.1 of the Loan Agreement in their entireties.

p. The following definitions are hereby added alphabetically to Section 1.1 of the Loan Agreement:

“**Actual Operating Revenues**” means, with respect to the month in question, all revenues actually received by the Borrower during such month from the use, ownership and operation of the Project, as determined on a cash basis.

“**Actual Operating Expenses**” means, with respect to the month in question, all expenses actually paid by the Borrower during such month in connection with the operation, management, maintenance, repair and use of the Project (including, without limitation, real estate taxes, insurance premiums, leasing costs, capital expenditures and Extraordinary Expenses), as determined on a cash basis.

“**August 2020 ECFA Balance**” has the meaning set forth in Section 4.5(a).

“**August 2020 Existing Lease Obligations**” means, with respect to the Leases executed and in effect as of the Omnibus Amendment Date, which Leases are described on Schedule 4.5 (the “**August 2020 Existing Leases**”), which schedule is attached hereto and made a part hereof (i) all obligations of the landlord to pay tenant improvement costs and allowances and leasing commissions, (ii) all obligations of the landlord to perform landlord work and other capital expenditures in order to make the space demised under the August 2020 Existing Leases ready for initial occupancy by the tenants thereunder and/or as a condition to such tenants’ obligation to commence the payment of rent thereunder, and (iii) all other obligations of the landlord under any August 2020 Existing Lease to make the space demised under such August 2020 Existing Lease ready for initial occupancy by the tenant thereunder and/or as a condition to such tenant’s obligation to commence the payment of rent thereunder; provided, however, the August 2020 Existing Lease Obligations shall not include the payment or performance of any landlord obligation during any free rent period

granted to the tenant under its August 2020 Existing Lease, other than the payment and performance of landlord obligations to make the space demised under such August 2020 Existing Lease ready for initial occupancy or that landlord has otherwise agreed to pay or perform to achieve the initial buildout of the space demised under such August 2020 Existing Lease. For the avoidance of doubt, the August 2020 Existing Lease Obligations shall not include any “Guaranteed Obligations” (the “**Leasing Costs Guaranteed Obligations**”) as defined in the Leasing Costs Guaranty, dated as of the Omnibus Amendment Date, made by Guarantor to Administrative Agent, as amended, supplemented or otherwise modified from time to time (the “**Leasing Costs Guaranty**”).

“**August 2020 Existing Leases**” has the meaning set forth in the definition of August 2020 Existing Lease Obligations.

“**Benchmark Replacement**” means the sum of: (a) the alternate benchmark rate (which may be a SOFR-Based Rate) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. dollar-denominated syndicated credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement; provided further that any such Benchmark Replacement shall be administratively feasible as reasonably determined by the Administrative Agent.

“**Benchmark Replacement Adjustment**” means 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 (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body and/or (ii) 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 the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time (for the avoidance of doubt, such Benchmark Replacement Adjustment shall not be in the form of a reduction to the Applicable Margin).

“**Benchmark Replacement Conforming Changes**” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the

Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement).

“Benchmark Replacement Date” means the earlier to occur of the following events with respect to the LIBO Rate:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBO Screen Rate permanently or indefinitely ceases to provide the LIBO Screen Rate; or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the LIBO Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the LIBO Screen Rate announcing that such administrator has ceased or will cease to provide the LIBO Screen Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Screen Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Screen Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBO Screen Rate, a resolution authority with jurisdiction over the administrator for the LIBO Screen Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBO Screen Rate, in each case which states that the administrator of the LIBO Screen Rate has ceased or will cease to provide the LIBO Screen Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Screen Rate; and/or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Screen Rate announcing that the LIBO Screen Rate is no longer representative.

“Benchmark Transition Start Date” means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Required Lenders, as applicable, by notice to the Borrower,

the Administrative Agent (in the case of such notice by the Required Lenders) and the Lenders.

“Benchmark Unavailability Period” means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with Section 2.7 and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to Section 2.7.

“Compounded SOFR” means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which may include compounding in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Administrative Agent in accordance with:

(1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:

(2) if, and to the extent that, the Administrative Agent determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that the Administrative Agent determines in its reasonable discretion are substantially consistent with any evolving or then-prevailing market convention for determining compounded SOFR for U.S. dollar-denominated syndicated credit facilities at such time;

provided, further, that if the Administrative Agent decides that any such rate, methodology or convention determined in accordance with clause (1) or clause (2) is not administratively feasible for the Administrative Agent, then Compounded SOFR will be deemed unable to be determined for purposes of the definition of “Benchmark Replacement.”

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the applicable Interest Period with respect to the LIBO Rate.

“Early Opt-in Election” means the occurrence of:

(1) (i) a determination by the Administrative Agent or (ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Borrower) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in Section 2.7 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBO Rate, and

(2) (i) the election by the Administrative Agent to declare that an Early Opt-in Election has occurred and the provision by the Administrative Agent of written notice of such election to the Borrower and the Lenders or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurred and the provision by the Required Lenders of written notice of such election to the Administrative Agent and the subsequent provision by the Administrative Agent of written notice of such election to the Borrower.

“Excess Cash Flow” means, with respect to any month, the amount by which (i) Actual Operating Revenues received during such month shall exceed (ii) the sum of (x) Actual Operating Expenses paid by the Borrower during such month, together with accrual for real estate taxes on the Project in equal monthly installments, but without duplication of any such taxes actually paid (excluding, however, any amounts released from the Excess Cash Flow Sweep Account with respect to such month in accordance with Section 4.5 hereof) and (y) actual debt service in respect of the Loans for such month.

“Excess Cash Flow Sweep Account” means a “blocked” account established and maintained at JPMCB, which account shall be in the name of the Borrower for the benefit of the Administrative Agent, on behalf of the Lenders, provided that (i) the Borrower shall be the owner of all funds on deposit in such account for federal and applicable state and local tax purposes and such account shall be assigned the tax identification number of the Borrower and (ii) such account shall be under the sole and exclusive dominion and control of the Administrative Agent and, except as may be expressly provided in this Agreement, neither the Borrower, Manager nor any other party claiming on behalf of, or through, the Borrower or Manager shall have any right to transfer, withdraw, access or otherwise direct the disposition of funds on deposit in such account or have any other right or power with respect to such account.

“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.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Interest Guaranty” means that certain Interest Guaranty, dated as of the Omnibus Amendment Date, made by Guarantor to Administrative Agent, as amended, supplemented or otherwise modified from time to time.

“Leasing Costs Guaranteed Obligations” has the meaning set forth in the definition of August 2020 Existing Lease Obligations.

“Leasing Costs Guaranty” has the meaning set forth in the definition of August 2020 Existing Lease Obligations.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if both such rates are not so published for any day that is a Business Day, the term “NYFRB Rate” means the rate quoted for such day, for a federal funds transaction at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Omnibus Amendment Date” means September 14, 2020.

“Overnight Bank Funding Rate” means for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.–managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the Federal Reserve Bank of New York’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Requisite Material Lease Approval Lenders” means (i) at such time as three (3) Lenders (including Administrative Agent) each hold 33.33% of the Loans, then two (2) of such three (3) Lenders, (ii) at such time as any two (2) Lenders (excluding Administrative Agent) each hold 33.33% or more of the Loans, then Administrative Agent plus one of the Lenders holding 33.33% or more of the Loans, (iii) at such time as any one Lender (other than Administrative Agent) holds 33.33% or more of the Loans, then Administrative Agent plus the Lender that holds 33.33% or more of the Loans, and (iv) at such time as no Lender holds 33.33% or more of the Loans, then Administrative Agent solely.

“SOFR” with respect to any day means the secured overnight financing rate published for such day by the NYFRB, as the administrator of the benchmark (or a successor administrator), on the Federal Reserve Bank of New York’s Website.

“SOFR-Based Rate” means SOFR, Compounded SOFR or Term SOFR.

“Term SOFR” means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment; provided that, if the Unadjusted Benchmark Replacement as so determined would be less than zero, the

Unadjusted Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

q. Section 2.3 of the Loan Agreement is hereby amended by adding the following sentence to the end of clause (1) thereof: “The terms of this Section 2.3 shall be subject to Section 2.7 below.”

r. Section 2.6 of the Loan Agreement is hereby amended by adding a new clause (6) to the end thereof as follows:

“(6) The interest rate on Eurodollar Borrowings is determined by reference to the LIBO Rate, which is derived from the London interbank offered rate (“LIBOR”). LIBOR is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the “IBA”) for purposes of the IBA setting LIBOR. As a result, it is possible that commencing in 2022, LIBOR may no longer be available or deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Borrowings. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of LIBOR. Upon the occurrence of a Benchmark Transition Event or Early Opt-In Election, Section 2.7(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.7(d) of any change to the reference rate upon which the interest rate of Eurodollar Borrowings is based. However, the Administrative Agent 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 LIBOR or other rates in the definition of LIBO Rate or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.7(b), whether upon the occurrence of a Benchmark Transition Event or an Early Opt-In Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.7(c)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability. The foregoing sentence, however, shall not be construed as limiting in any manner the obligations of the Administrative Agent as set forth in Section 2.7 hereof and the related provisions of this Agreement.”

s. Section 2.7 of the Loan Agreement is hereby amended by (i) renumbering the current Section 2.7 as subsection (a) thereof, (ii) renumbering subsections (a) and (b) of the current Section 2.7 as subsections (i) and (ii), respectively, and (iii) and inserting the following subsections (b) through (e) immediately thereafter as follows:

“(b) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement. Any such amendment agreed to by the Administrative Agent and the Borrower with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has submitted such proposed amendment to all Lenders, so long as the Administrative Agent has not received, by such time, written notice of objection to such proposed amendment from Lenders comprising the Required Lenders; provided that, with respect to any proposed amendment containing any SOFR-Based Rate with respect to a Benchmark Transition Event, the Lenders shall be entitled to object only to the Benchmark Replacement Adjustment contained therein. Any such amendment agreed to by the Administrative Agent and the Borrower with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of LIBO Rate with a Benchmark Replacement will occur prior to the applicable Benchmark Transition Start Date.

(c) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to this Section 2.7, 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, 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 hereto, except, in each case, as expressly required pursuant to this Section 2.7 or any other provision of this Agreement. The Benchmark Replacement shall, upon its effectiveness pursuant to this Section 2.7, replace the LIBO Rate for all purposes under this Agreement and any other Loan Documents.

(e) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.”

t. The text of Section 2.15 of the Loan Agreement is hereby deleted in its entirety and replaced with the following: **“Section 2.15 Intentionally Omitted.”**

u. Section 3.1(9) of the Loan Agreement is hereby amended by replacing the words “Insurance Premium Subaccount” in clause (ii) at the end of the first sentence thereof with the words “Insurance Reserve Account” in each instance.

v. Section 3.2(2)(a)(viii) of the Loan Agreement is hereby amended by deleting the following text from the final sentence thereof:

“; and in addition, if any cash is deposited with Administrative Agent pursuant to this clause (viii), Administrative Agent shall, during a Cash Management Period (unless an Event of Default then exists and except to the extent such funds constitute Restricted Collateral), release portions thereof to pay Operating Expenses, capital expenditures and leasing costs provided for in the Approved Annual Budget and Approved Extraordinary Expenses incurred by Borrower in connection with the Project from time to time (but not more frequently than once per month), within ten (10) days after Borrower’s written request therefor and Administrative Agent’s receipt and approval of documentation evidencing the costs and expenses included in such request”.

w. Section 4.2 of the Loan Agreement is hereby amended by deleting clauses (4) and (5) thereof and replacing each in its entirety with **“Intentionally Omitted.”**

x. Section 4.2(7) of the Loan Agreement is hereby amended by deleting the words “(including, without limitation, all funds in the Excess Cash Flow Account)” from the fifth line thereof.

y. Section 4.2(8) of the Loan Agreement is hereby amended by replacing the phrase “subsections (5), (6) and (7)” in the second and sixth lines thereof with “subsections (6) and (7)” in each instance.

z. The text of Section 4.4 of the Loan Agreement is hereby deleted in its entirety and replaced with the following: **“Section 4.4 Intentionally Omitted.”**

aa. A new Section 4.5 is hereby added to the end of Article 4 of the Loan Agreement as follows:

“Section 4.5 Excess Cash Flow; Excess Cash Flow Sweep Account.

(a) The Borrower and the Administrative Agent acknowledge and agree that, as of the Omnibus Amendment Date, the Excess Cash Flow Sweep Account has a balance of \$7,405,116.69 (the “**August 2020 ECFSA Balance**”). All amounts in the Excess Cash Flow Sweep Account, including the August 2020 ECFSA Balance, shall be deemed Additional Collateral. Provided no Event of Default has occurred, the Administrative Agent shall release portions of the August 2020 ECFSA Balance (but not more frequently than once per month) for application towards August 2020 Existing Lease Obligations to the extent Excess Cash Flow for such month is insufficient to pay the same, within ten (10) days after the Borrower’s written request

therefor and the Administrative Agent's receipt and approval of documentation evidencing the costs and expenses included in such request. In the event any portion of the August 2020 ECFSA Balance remains in the Excess Cash Flow Sweep Account after all August 2020 Existing Lease Obligations have been satisfied and paid in full or, in the Administrative Agent's reasonable judgment, are fully reserved for in the Excess Cash Flow Sweep Account, such remaining portion of the August 2020 ECFSA Balance shall be available for application towards any Leasing Costs Guaranteed Obligations and otherwise in compliance with the terms and procedures of this Section 4.5(a).

(b) Upon the occurrence and during the continuation of an Event of Default and without limiting Section 4.1(5), the Borrower shall immediately deposit all then existing Excess Cash Flow in the Borrower's possession or control (including, without limitation, Excess Cash Flow deposited into a centralized cash management account controlled by the Guarantor as an agent of the Borrower in connection therewith as permitted pursuant to clause (g) of the definition of "Special Purpose Entity") and not distributed pursuant to Section 9.22 into the Excess Cash Flow Sweep Account. All amounts so deposited into the Excess Cash Flow Sweep Account shall be deemed Additional Collateral.

(c) Any Additional Collateral held by the Administrative Agent pursuant to this Section 4.5 at the time of payment in full of the Indebtedness shall be promptly returned to the Borrower after the Indebtedness has been paid in full."

bb. Section 6.5 of the Loan Agreement is hereby amended by adding the following sentence to the end thereof:

"Borrower shall use commercially reasonable efforts to obtain from each tenant executing a Lease (or a modification or amendment to an existing Lease, unless the Administrative Agent is reasonably satisfied that an existing subordination, non-disturbance and attornment agreement with the Administrative Agent and the tenant in question applies to such modification or amendment) on or after the Omnibus Amendment Date a duly executed subordination, non-disturbance and attornment agreement substantially in the form of Exhibit D (except for such changes thereto as tenant may reasonably request and Administrative Agent shall reasonably approve) or, in the case of a national retail tenant, in such tenant's standard form of subordination, non-disturbance and attornment agreement, subject to Administrative Agent's reasonable review and approval."

cc. Section 8.1(2) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(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 by each such

tenant and the expiration date of the Lease for each such tenant, (2) a rent arrearage report, (3) notices with respect to any new Leases and any Leases in default and (4) a leasing status report which shall include (i) a summary of all letters of intent for leases at the Project that have been entered into during such quarter, (ii) a summary of all draft letters of intent that have been sent to prospective tenants of the Project during such quarter, (iii) an update on the status of lease negotiations in connection with any such executed letters of intent and (iv) an update on the status of letter of intent negotiations with such prospective tenants. The certificate executed by the Responsible Person of the Borrower shall certify that, to the best of his or her knowledge, (y) the information included in such certificate, including all such statements, rent rolls and reports attached to the certificate, are true and correct in all material respects, as of the date of the certificate and (z) no Event of Default has occurred and is continuing or, if any Event of Default has occurred and is continuing, specifying the nature and extent thereof and any actions taken or proposed to be taken with respect to such Event of Default.”

dd. Section 8.1 of the Loan Agreement is hereby amended by deleting clause (3) thereof in its entirety and replacing it with “**Intentionally Omitted.**”

ee. Section 8.1(4) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“(4) **Monthly Excess Cash Flow and Restricted Payment Statements.** No later than twelve (12) Business Days after the end of each calendar month, a certificate executed by a Responsible Person of the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, (i) setting forth the Actual Operating Revenues and Actual Operating Expenses (including leasing costs, capital expenditures and Extraordinary Expenses) paid by the Borrower during such month), as well as the Excess Cash Flow with respect to such month; (ii) comparing such Actual Operating Expenses with the Approved Operating Expenses and Extraordinary Expenses for such month; and (iii) setting forth all Restricted Payments made by the Borrower during such prior month. The certificate executed by the Responsible Person of the Borrower (A) shall certify that, to the best of his or her knowledge, the information included in such certificate is true and correct in all material respects, as of the date of the certificate and (B) shall be accompanied by such back-up information and documentation as the Administrative Agent shall reasonably require.”

ff. Section 8.4 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“Borrower will provide to Administrative Agent and the Lenders at least thirty (30) days prior to the commencement of each calendar year, the proposed annual operating, capital expenditures and leasing costs budget for the Project for such year presented on a monthly and annual basis. In the event any such annual operating, capital expenditures and leasing costs budget is revised during the course of any calendar year, Borrower shall promptly provide a copy of such revised budget to Administrative Agent and the Lenders. Any such budget provided during a Cash Management Period shall be

subject to the review and approval by the Required Lenders (not to be unreasonably withheld, delayed or conditioned), and shall not take effect until approved by Administrative Agent. During a Cash Management Period, until such time as Administrative Agent shall approve a proposed annual budget, the most recent Approved Annual Budget shall apply; provided that such Approved Annual Budget shall be adjusted to reflect actual increases in Property Taxes, insurance premiums and expenses required to be incurred by Borrower, as landlord, under any Permitted Lease.”

gg. Section 9.2(3) of the Loan Agreement is hereby amended by replacing the words “Tax Reserve Subaccount” in clause (ii) at the end of the first sentence thereof with the words “Tax Reserve Account” in each instance.

hh. Section 9.15 of the Loan Agreement is hereby amended by deleting clauses (3), (4) and (7) thereof in their entireties and replacing each with “Intentionally Omitted.”

ii. Section 9.21 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“9.21 Appraisals

Administrative Agent shall have the right to (and, at the direction of the Required Lenders, shall be obligated to) order new Appraisals of the Project from time to time. Borrower agrees to pay to Administrative Agent within ten (10) Business Days after demand the cost and expense for such Appraisals if the Appraisal (a) is ordered (i) after the occurrence of an Event of Default or (ii) within one hundred twenty (120) days prior to the Maturity Date or (b) is required by applicable law or regulation, provided that Administrative Agent may only be entitled to order a new Appraisal one (1) time pursuant to clause (a)(ii) above. In connection with any such Appraisal, Borrower shall grant Administrative Agent and its employees, contractors and agents access to the Project as reasonably necessary to complete such Appraisal, and shall provide Administrative Agent and its employees, contractors and agents such information (including, without limitation, financial statements, operating statements and leasing reports for the Project) reasonably required to complete such Appraisal to the extent such information is within Borrower’s or its Affiliates’, agents’ or the Manager’s possession or control, and which such statements and reports shall be prepared based upon information within Borrower’s, its Affiliates’ and the Manager’s control.”

jj. Section 9.22 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“9.22 Restricted Payments.

Borrower may make distributions to its owners, provided that (i) the same are made from Excess Cash Flow only, (ii) no real estate taxes related to the Project shall be then due and payable and unpaid, and (iii) no Event of Default shall be continuing.”

kk. Section 11.1 of the Loan Agreement is hereby amended by replacing the words “at Administrative Agent’s election, in Administrative Agent’s sole and absolute discretion” in the last sentence thereof with “at Administrative Agent’s election or by Administrative Agent at the direction of the Required Lenders.”

ll. Section 11.2 of the Loan Agreement is hereby amended by replacing the words “Administrative Agent may” in the first and second lines thereof with “Administrative Agent may, and at the direction of the Required Lenders shall,”.

mm. Section 11.4 of the Loan Agreement is hereby amended by deleting clause (iv) thereof in its entirety and replacing it with the following:

“(iv) fourth, to the payment of any fees or expenses due Administrative Agent, the Lead Arrangers and the Lenders from Borrower;”

nn. Section 11.4 of the Loan Agreement is hereby amended by deleting the text of clause (v) thereof in its entirety and replacing it with the following:

“(v) fifth, [reserved];”

oo. Section 12.1(1) of the Loan Agreement is hereby amended by deleting clauses (a), (b) and (d) thereof in their entireties and replacing them with the following, as appropriate:

(a) if to Borrower, to it at c/o Vornado Realty Trust, 210 Route 4 East, Paramus, New Jersey 07652, Attention: Chief Financial Officer (via email in lieu of Telecopy, at jmacnow@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 arice@vno.com); (ii) Borrower at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: President (via email in lieu of Telecopy, at mfranco@vno.com), and (iii) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attention: Arthur S. Adler, Esq. (via email in lieu of Telecopy, at adlera@sullcrom.com);

(b) if to Administrative Agent or JPM Securities, to it at 237 Park Avenue, Floor 6, New York, New York 10017, Attention: Natalya M. Robles (via email in lieu of Telecopy, at natalya.m.robles@jpmorgan.com), with copies to (i) Administrative Agent at 4 New York Plaza, New York, New York 10004, Attention: Lanre Williams, Esq. (via email in lieu of Telecopy, at lanre.williams@jpmchase.com), (ii) Administrative Agent at 700 N. Pearl Street, 13th Floor, Dallas, Texas 75201, Attention: Loan Agency and Services Group, and (iii) Morrison & Foerster LLP, 250 W 55th Street, New York, New York 10019, Attention: Keith Print, Esq. (via email in lieu of Telecopy, at kprint@mofo.com);

(d) if to Guarantor, to it at c/o Vornado Realty Trust, 210 Route 4 East, Paramus, New Jersey 07652, Attention: Chief Financial Officer (via

email in lieu of Telecopy, at jmacnow@vno.com; with copies to: (i) Guarantor at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: Corporation Counsel (via email in lieu of Telecopy, at arice@vno.com); (ii) Guarantor at c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10106, Attention: President (via email in lieu of Telecopy, at mfranco@vno.com), and (iii) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attention: Arthur S. Adler, Esq. (via email in lieu of Telecopy, at adlera@sullcrom).”

pp. Section 12.2(2) of the Loan Agreement is hereby amended by (i) deleting the parenthetical language in the first and second lines thereof, and replacing it with the following: “(but subject to the provisions of Section 2.7(b) and (c), and Section 12.2(3) below)” and (ii) replacing the reference to “Section 4.4 (Debt Service Coverage Ratio)” in clause (a) thereof with a reference to “Section 4.5 (Excess Cash Flow; Excess Cash Flow Sweep Account)”.

qq. Section 12.2(3) of the Loan Agreement is hereby amended by deleting the following language from the end of clause (b) thereof: “(except for the extensions of the Maturity Date provided for in Section 2.15)”.

rr. Section 12.23(2) of the Loan Agreement is hereby amended by adding the words “in either case” after the words “withheld, delayed or conditioned” in the introductory paragraph thereto.

ss. Exhibit I to the Loan Agreement is hereby amended by replacing the words “[the amount currently held by Administrative Agent as Additional Collateral pursuant to the terms of Section 4.4 of the Loan Agreement]” in the second paragraph thereof with the words “[the amount currently held by Administrative Agent as Additional Collateral pursuant to the terms of Section 4.5 of the Loan Agreement]”.

tt. Schedule 2 to the Loan Agreement is hereby amended by:

i. adding the words “or a Material Lease” after “not a Major Lease” in each instance in the third line of Paragraph A thereof;

ii. inserting the following language immediately prior to the last sentence of Paragraph A thereof: “As used herein, the term “**Material Lease**” means any Lease with any Lessee which, when aggregated with any and all other Leases with such Lessee or its Affiliates, demises between 8,000 and 24,999 square feet of leasable retail space at the Project.”;

iii. replacing the words “For purposes of the preceding sentence” with the words “For purposes of the preceding two sentences” in the last sentence of Paragraph A thereof; and

iv. deleting Paragraph B thereof in its entirety and replacing it with the following:

“B. Subject to the provisions of Paragraph D below, (i) new Material Leases and Lease Modifications relating to Material Leases that do not meet all of the conditions of Section (A) above shall require the prior written consent of the Requisite Material Lease Approval Lenders (not to be unreasonably withheld, conditioned or delayed) and (ii) new Major Leases and Lease Modifications relating to Major Leases that do not meet all of the conditions of Section (A) above shall require the prior written consent of the Required Lenders (not to be unreasonably withheld, conditioned or delayed). In light of the delivery of the Leasing Costs Guaranty by Guarantor, neither Administrative Agent nor any of the Lenders shall be entitled to condition their approval of any Lease or Lease Modification on the delivery of a cash reserve or any other security in respect of any leasing costs incurred by Borrower under such Lease or Lease Modification that are Leasing Costs Guaranteed Obligations. Each request by Borrower for consent by the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, to a New Lease or Lease Modification shall be accompanied by all information and documentation reasonably necessary in order for by the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, to make an informed decision, and shall contain a legend in capitalized bold letters on the top of the cover transmittal stating: **“THIS IS A REQUEST FOR CONSENT TO A [NEW LEASE] [LEASE MODIFICATION]. [Requisite Material Lease Approval Lenders’][Required Lenders’] RESPONSE IS REQUESTED WITHIN FIVE (5) BUSINESS DAYS.”** If the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, shall fail to respond to any initial request by Borrower for consent within five (5) Business Days after delivery to the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, of such request, Borrower may send an additional notice to the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, which shall include a copy of the initial request (including all information and documentation supplied in connection therewith), and shall contain the following legend in capitalized bold letters on the top thereof: **“THIS IS A SECOND REQUEST FOR CONSENT TO A [NEW LEASE] [LEASE MODIFICATION]. [Requisite Material Lease Approval Lenders’] [Required Lenders’] RESPONSE IS REQUESTED WITHIN FIVE (5) BUSINESS DAYS. THE [Requisite Material Lease Approval Lenders’][Required Lenders’] FAILURE TO RESPOND WITHIN SUCH TIME PERIOD SHALL RESULT IN THE [Requisite Material Lease Approval Lenders’] [Required Lenders’] CONSENT BEING DEEMED TO HAVE BEEN GRANTED.”** In the event that the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, fail to respond to such second notice within five (5) Business Days after delivery to the Requisite Material Lease Approval Lenders or Required Lenders, as applicable, of such second request by either granting its consent or withholding its consent (and, in the case of withholding consent, stating the grounds therefor in reasonable details), then the Requisite Material Lease Approval Lenders’ or Required Lenders’, as applicable, consent shall be deemed to have been granted.”

uu. Schedule 4.5 attached hereto is hereby added as a new Schedule 4.5 to the Loan Agreement.

vv. Section 5(a) of the Environmental Indemnity is hereby amended by deleting the first sentence thereof in its entirety and replacing it with the following two sentences:

“Upon (i) the Administrative Agent receiving any notice from any person or entity asserting the existence or possible existence of any Hazardous Materials pertaining to the Property or any part thereof that, if true, could result in an Environmental Claim, order, notice, suit, imposition of a lien on the Property, (ii) Administrative Agent having any other reasonable basis for believing that there exists any Hazardous Materials at the Premises that, if true, could result in an Environmental Claim, notice, order, suit or imposition of a lien on the Property or (iii) the occurrence and continuance of any Event of Default, or at any time thereafter, then, in any such event, the Administrative Agent may require (and, at the direction of the Required Lenders, shall require), that Indemnitor shall, at Indemnitor’s expense, promptly cause an engineer or consultant satisfactory to Administrative Agent to conduct any environmental assessment or audit (the scope of which shall be determined in the reasonable discretion of Administrative Agent) and, if necessary, take and remove soil or groundwater samples, conduct tests and/or site assessments on any part of the Property and promptly deliver to Administrative Agent the results of such assessment, audit, sampling or other testing. In addition, the Administrative Agent shall have the one-time right (exercisable at the Administrative Agent’s discretion or at the direction of the Required Lenders) at any time during the 120-day period prior to the Maturity Date, at Borrower’s (but not Guarantor’s) expense, to cause an engineer or consultant selected by the Administrative Agent to conduct an environmental assessment or audit (the scope of which shall be determined in the reasonable discretion of the Administrative Agent) and, if necessary, take and remove soil or groundwater samples, conduct tests and/or site assessments on any part of the Property, and Borrower shall reasonably cooperate in granting access to the Property to the Administrative Agent and its engineers, consultants and other agents for such purpose.”

ww. Each reference in the Loan Documents to any Loan Document or Loan Documents shall be deemed to refer to such Loan Document or Loan Documents as amended, supplemented, and otherwise modified hereby and by the documents executed in connection with this Agreement and as may be further amended, supplemented, and otherwise modified and in effect from time to time. This Agreement and each of the documents executed in connection herewith shall be deemed to be a Loan Document.

Section 3. Reaffirmation and Ratification; Certification.

a. The Loan Documents are in full force and effect and, except as expressly set forth herein, unmodified.

b. Each Borrower hereby: (x) reaffirms, ratifies, confirms, and acknowledges its obligations under each Loan Document to which it is a party and agrees to continue to be bound thereby and perform thereunder; and (y) agrees and acknowledges that all such Loan Documents to which it is a party and all of such Borrower’s obligations thereunder are and remain in full force and effect (as modified hereby) and, except as expressly provided herein, have not been modified.

c. Guarantor hereby: (x) reaffirms, ratifies, confirms, and acknowledges its obligations under each Loan Document to which it is a party and agrees to continue to be bound thereby and perform thereunder; and (y) agrees and acknowledges that all such Loan Documents to which it is a party and all of the Guarantor's obligations thereunder are and remain in full force and effect (as modified hereby) and, except as expressly provided herein, have not been modified.

Section 4. Borrower Representations. Each Borrower hereby represents and warrants to the Administrative Agent and the Lenders as follows:

a. each of the representations and warranties of the Borrower contained or incorporated in the Loan Agreement, as amended by this Agreement (solely excluding the representations set forth in Section 7.11 of the Loan Agreement), or in any of the other Loan Documents, is true and correct in all material respects on and as of the date hereof, except (x) that if any such representation or warranty was made as of a specific date, then the same shall have been true and correct in all material respects as of such specific date, and (y) for purposes of remaking the representations and warranties set forth in Section 6.1 of the Loan Agreement as of the date hereof, (1) reference should be made to (and such representations and warranties are qualified in their entirety by the information contained in) the rent roll and accounts receivable report delivered by the Borrower to the Administrative Agent in connection with this Agreement and (2) exception is further taken for the default notice delivered to Laderach;

b. as of the date hereof and immediately after giving effect to this Agreement and the actions contemplated hereby, to the knowledge of each Borrower, no Potential Default or Event of Default has occurred and is continuing;

c. each Borrower has all necessary limited liability company, corporate, or limited partnership power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement has been duly authorized by all necessary limited liability company, corporate, or limited partnership action on the part of such Borrower; and this Agreement has been duly and validly executed and delivered by each Borrower and constitutes the legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights generally and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

d. the execution and delivery of this Agreement by each Borrower (i) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for such as have been obtained or made and are in full force and effect, (ii) will not violate the operating agreement or by-laws of any Borrower, (iii) will not violate or result in a default under any applicable law or regulation, any order of any Governmental Authority, indenture, agreement or other instrument binding upon any Borrower or any of its assets, or give rise to a right thereunder to require any payment to be made by any such Person, in each case to the extent such violation or default would not reasonably be expected to result in a Material Adverse Effect, and (iv) will not result in the creation or imposition of any Lien on any asset of any Borrower.

Section 5. Guarantor Representations. The Guarantor hereby represents and warrants to the Administrative Agent and the Lenders as follows:

a. each of the representations and warranties of the Guarantor contained or incorporated in any Loan Document is true and correct in all material respects on and as of the date hereof except if any such representation or warranty was made as of a specific date, then the same shall have been true and correct in all material respects as of such specific date;

b. as of the date hereof and immediately after giving effect to this Agreement and the actions contemplated hereby, the Guarantor (i) has a Net Worth of not less than Guarantor's Minimum Net Worth and (ii) has Liquid Assets of not less than Guarantor's Minimum Liquid Assets;

c. the Guarantor has all necessary limited liability company, corporate, or limited partnership power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement has been duly authorized by all necessary limited liability company, corporate, or limited partnership action on the part of the Guarantor; and this Agreement has been duly and validly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights generally and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

d. the execution and delivery of this Agreement by the Guarantor (i) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for such as have been obtained or made and are in full force and effect, (ii) will not violate the operating agreement or by-laws of the Guarantor, (iii) will not violate or result in a default under any applicable law or regulation, any order of any Governmental Authority, indenture, agreement or other instrument binding upon the Guarantor or any of its assets, or give rise to a right thereunder to require any payment to be made by any such Person, in each case to the extent such violation or default would not reasonably be expected to result in a Material Adverse Effect, and (iv) will not result in the creation or imposition of any Lien on any asset of the Guarantor.

Section 6. Conditions to the Effectiveness of this Agreement. As of the Effective Date, each of the following conditions have been satisfied:

a. each Borrower and the Guarantor has executed and delivered counterparts of this Agreement to the Administrative Agent;

b. the Borrower has delivered such documents and certificates as the Administrative Agent or its counsel has requested relating to the authorization of each Borrower of this Agreement and any other legal matters relating to Borrower or this Agreement, all in form and substance satisfactory to the Administrative Agent and its counsel;

c. the Guarantor has delivered such documents and certificates as the Administrative Agent or its counsel has requested relating to the authorization of the Guarantor

of this Agreement and the guaranties referred to in subsection (d) below, and any other legal matters relating to the Guarantor or such guaranties or this Agreement, all in form and substance satisfactory to the Administrative Agent and its counsel;

d. the Guarantor has duly executed and delivered to the Administrative Agent original counterparts of that certain Leasing Costs Guaranty and that certain Interest Guaranty in the forms agreed upon by the Guarantor, the Administrative Agent and the Lenders;

e. the Borrower has made a prepayment of the principal amount of the Loan in an amount not less than \$50,000,000.00;

f. the Borrower has paid to Administrative Agent and each Lender all out-of-pocket expenses incurred by such party (including the reasonable fees, charges and disbursements of counsel for such party) in connection with the preparation, negotiation, execution and delivery of this Agreement and any other documents to be delivered in connection herewith;

g. in consideration of the agreements of the Lenders contained herein, the Borrower has paid to the Administrative Agent, for the pro rata account of the Lenders in accordance with their respective Commitment Percentages, a non-refundable modification fee in an amount equal to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00);

h. the Borrower has duly executed, notarized and delivered to the Title Company original counterparts of that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (the "**Amended and Restated Mortgage**"); and

i. the Administrative Agent has received, and the Borrower has paid all premiums, fees and endorsement costs associated with, an ALTA Lender's Policy of Title Insurance in form and substance satisfactory to the Administrative Agent issued by the Title Company in the amount of \$300,000,000.00 insuring the Amended and Restated Mortgage as a first priority lien on the Project, containing such endorsements and affirmative insurance and with such co-insurance and re-insurance as the Administrative Agent reasonably requires, excepting only such items as reasonably acceptable to the Administrative Agent.

Section 7. Miscellaneous.

a. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

b. Amendments, Etc. The terms of this Agreement may be waived, modified and amended only by an instrument in writing duly executed by each Borrower, the Guarantor and the Administrative Agent (with any required consent of the Lenders pursuant to the Loan Agreement as if this Agreement were a Loan Document). Any such waiver, modification or amendment shall be binding upon each Borrower, the Guarantor, the Administrative Agent, each Lender, and each holder of any of the Notes.

c. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Borrower, the Guarantor, the Administrative Agent, the Lenders, and any holder of any of the Notes.

d. Captions. The captions and section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

e. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

f. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[Remainder of page intentionally left blank]

EXECUTED and delivered as of the date first written above.

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/ Alan J. Rice
Name: Alan J. Rice
Title: Secretary

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/ Alan J. Rice
Name: Alan J. Rice
Title: Secretary

[Signatures continue on following page]

Guarantor, EXECUTING THIS AGREEMENT SOLELY FOR PURPOSES OF
CONSENTING TO THIS AGREEMENT AND AGREEING TO THE TERMS OF SECTIONS
2(VV), 3(C), 5 AND 7 HEREOF:

ALEXANDER'S, INC.,
a Delaware corporation

By: /s/ Alan J. Rice

Name: Alan J. Rice
Title: Secretary

[Signatures continue on following page]

Administrative Agent:

JPMORGAN CHASE BANK, N.A., as Administrative Agent on behalf of the Lenders

By: /s/ Natalya M. Robles

Name: Natalya M. Robles

Title: Executive Director

LENDERS:

JPMORGAN CHASE BANK, N.A.

By: /s/ Natalya M. Robles

Name: Natalya M. Robles

Title: Executive Director

[Signatures continue on following page.]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ David Martin

Name: David Martin

Title: EVP

[Signatures continue on following page.]

ny-1974739

LANDESBANK BADEN-WÜRTTEMBERG,
NEW YORK BRANCH.

By: /s/ Leonard J. Crann
Name: Leonard J. Crann
Title: General Manager

By: /s/ Adam Rahal
Name: Adam Rahal
Title: Legal Counsel

[Signatures continue on following page.]

THE BANK OF NEW YORK MELLON

By: /s/ Carol Murray

Name: Carol Murray

Title: Director

ny-1974739

SCHEDULE 4.5

August 2020 Existing Leases

[See attached.]

ny-1974739

AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Mortgagor: **731 RETAIL ONE LLC,**
 a Delaware limited liability company
 c/o Alexander's, Inc.
 210 Route 4 East
 Paramus, New Jersey 07652

and

731 COMMERCIAL LLC,
 a Delaware limited liability company
 c/o Alexander's, Inc.
 210 Route 4 East
 Paramus, New Jersey 07652

Mortgagee: **JPMORGAN CHASE BANK, N.A.,**
 as Administrative Agent for the benefit of the Lenders
 237 Park Avenue, Floor 6
 New York, New York 10017

Mortgage Amount: \$300,000,000.00

Date: September 14, 2020

Premises: Retail Unit 1 and Retail Unit 2

 The Beacon Court Condominium
 731 Lexington Avenue
 New York, New York 10022

Section: 3

Block: 1313

Lots: 1001 and 1209

Record and Return to: Morrison & Foerster LLP
 250 W 55th Street
 New York, New York 10019
 Attn: Keith Print, Esq.

TABLE OF CONTENTS

<u>ARTICLE I</u>	<u>2</u>
Section 1.1 <u>Defined Terms.</u>	<u>2</u>
Section 1.2 <u>Other Definitional Provisions.</u>	<u>4</u>
<u>ARTICLE II</u> AMENDMENT AND RESTATEMENT	<u>5</u>
<u>ARTICLE III</u> SECURED INDEBTEDNESS	<u>7</u>
<u>ARTICLE IV</u> PARTICULAR WARRANTIES, REPRESENTATIONS AND COVENANTS OF BORROWER	<u>7</u>
Section 4.1 <u>Warranties, Representations and Covenants.</u>	<u>7</u>
Section 4.2 <u>Further Assurances.</u>	<u>8</u>
Section 4.3 <u>Filings, Recordings, Payments etc.</u>	<u>9</u>
Section 4.4 <u>Payment of Sums Due.</u>	<u>9</u>
Section 4.5 <u>After Acquired Property.</u>	<u>9</u>
Section 4.6 <u>Taxes, Fees, Other Charges.</u>	<u>9</u>
Section 4.7 <u>Intentionally Omitted.</u>	<u>9</u>
Section 4.8 <u>Insurance Provisions; Required Coverages.</u>	<u>9</u>
Section 4.9 <u>Casualty.</u>	<u>10</u>
Section 4.10 <u>Condemnation.</u>	<u>10</u>
Section 4.11 <u>Administrative Agent's Payment or Performance of Borrower's Obligations.</u>	<u>10</u>
Section 4.12 <u>Information Covenants.</u>	<u>10</u>
Section 4.13 <u>Waste, Maintenance, Repairs.</u>	<u>10</u>
Section 4.14 <u>Adequate Facilities.</u>	<u>10</u>
Section 4.15 <u>Defense of Administrative Agent's Interests.</u>	<u>10</u>
Section 4.16 <u>No Impairment of Security.</u>	<u>11</u>
Section 4.17 <u>Transfer Restrictions; Due on Sale.</u>	<u>11</u>
Section 4.18 <u>Administrative Agent's Defense.</u>	<u>11</u>
Section 4.19 <u>Hazardous Substances.</u>	<u>11</u>
Section 4.20 <u>Zoning Changes.</u>	<u>11</u>
Section 4.21 <u>Grant of Security Interest.</u>	<u>11</u>
Section 4.22 <u>Compliance of Premises.</u>	<u>12</u>
<u>ARTICLE V</u> EVENTS OF DEFAULT AND REMEDIES	<u>12</u>
Section 5.1 <u>Remedies.</u>	<u>12</u>
Section 5.2 <u>Sale, Foreclosure etc.</u>	<u>14</u>

Section 5.3	<u>Payments, Judgment etc.</u>	<u>16</u>
Section 5.4	<u>Receiver.</u>	<u>16</u>
Section 5.5	<u>Administrative Agent's Possession.</u>	<u>17</u>
Section 5.6	<u>Remedies Cumulative.</u>	<u>17</u>
Section 5.7	<u>Agreement by Borrower.</u>	<u>17</u>
Section 5.8	<u>Use and Occupancy Payments.</u>	<u>18</u>
Section 5.9	<u>Administrative Agent's Right to Purchase.</u>	<u>18</u>
Section 5.10	<u>Appointment of Receiver.</u>	<u>18</u>
Section 5.11	<u>No Waiver.</u>	<u>18</u>
Section 5.12	<u>Enforcement Expenses.</u>	<u>18</u>

ny-1976262

<u>ARTICLE VI MISCELLANEOUS</u>	<u>19</u>
Section 6.1 <u>Benefit of Mortgage.</u>	<u>19</u>
Section 6.2 <u>Savings Clause.</u>	<u>19</u>
Section 6.3 <u>Notices.</u>	<u>19</u>
Section 6.4 <u>Default Rate.</u>	<u>19</u>
Section 6.5 <u>Substitute Mortgages.</u>	<u>19</u>
Section 6.6 <u>No Merger of Mortgage.</u>	<u>19</u>
Section 6.7 <u>No Change etc.</u>	<u>20</u>
Section 6.8 <u>Security Agreement.</u>	<u>20</u>
Section 6.9 <u>No Credits.</u>	<u>20</u>
Section 6.10 <u>No Waiver by Administrative Agent.</u>	<u>20</u>
Section 6.11 <u>Reserved.</u>	<u>20</u>
Section 6.12 <u>Headings Descriptive.</u>	<u>20</u>
Section 6.13 <u>Binding Agreement.</u>	<u>20</u>
Section 6.14 <u>Effect of Partial Release.</u>	<u>20</u>
Section 6.15 <u>Incorporation of Terms of the Loan Agreement.</u>	<u>20</u>
Section 6.16 <u>No Third Party Beneficiaries.</u>	<u>21</u>
Section 6.17 <u>Section 254 of Real Property Law.</u>	<u>21</u>
Section 6.18 <u>Section 13 Lien Law Covenant.</u>	<u>21</u>
Section 6.19 <u>No Residential Dwelling Units.</u>	<u>21</u>

EXHIBIT A – Legal Description of the Premises

EXHIBIT B – Existing Mortgage

AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This **AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Mortgage**"), dated as of September 14, 2020 (the "**Closing Date**"), is made by and between **731 RETAIL ONE LLC**, a Delaware limited liability company having an address c/o Alexander's, Inc., 210 Route 4 East, Paramus, New Jersey 07652 and **731 COMMERCIAL LLC**, a Delaware limited liability company having an address c/o Alexander's, Inc., 210 Route 4 East, Paramus, New Jersey 07652, as mortgagor (jointly, severally and collectively, "**Borrower**"), and **JPMORGAN CHASE BANK. N.A.**, a national banking association, having an address at 237 Park Avenue, Floor 6, New York, New York 10017, as mortgagee and as Administrative Agent (together with its successors and/or assigns, the "**Administrative Agent**") for the benefit of the Lenders (each a "**Lender**" and collectively, together with each of their successors and assigns, the "**Lenders**") under that certain Loan Agreement hereinafter defined.

WITNESSETH:

WHEREAS, Borrower is the actual, record and beneficial owner of the fee estate in the Premises (hereinafter defined);

WHEREAS, Borrower, Administrative Agent, the Lenders and certain Lead Arrangers party thereto are parties to that certain Loan Agreement, dated as of August 5, 2015 (the "**Initial Loan Agreement**"), which Loan Agreement provides, among other things, for a Loan to be made by the Lenders to Borrower in the aggregate amount of \$350,000,000 evidenced by, and repayable with interest thereon in accordance with, the Notes (as hereinafter defined);

WHEREAS, the Initial Loan Agreement was amended by that certain Waiver and Amendment No. 1 to Loan Agreement, dated as of October 10, 2019 (the "**Waiver and Amendment**") and that certain letter agreement dated August 19, 2020 (the "**Letter Amendment**");

WHEREAS, Administrative Agent, on behalf of the Lenders, is the holder of the Existing Mortgage (hereinafter defined), which Existing Mortgage covers the Premises as a first lien;

WHEREAS, Borrower, Administrative Agent and the Lenders are entering into that certain Omnibus Amendment to Loan Documents and Reaffirmation of Borrower and Guarantor, dated as of the date hereof (the "**Omnibus Amendment**"; the Initial Loan Agreement, as amended by the Waiver and Amendment, the Letter Amendment and the Omnibus Amendment, and as the same may be further amended, modified and in effect from time to time, the "**Loan Agreement**"), pursuant to which, among other things, (i) the Maturity Date for the Loan is being extended and (ii) Borrower has agreed to make on the date hereof a prepayment of the principal amount of the Loan in an amount of \$50,000,000; and

WHEREAS, in connection with the foregoing, and as a condition precedent to Administrative Agent and the Lenders entering into the Omnibus Amendment, Borrower and Administrative Agent desire to, on the terms and conditions hereinafter set forth, amend, modify and restate in its entirety the terms and provisions of the Existing Mortgage, creating a first priority lien upon the Premises in the outstanding principal sum of the Notes (after giving effect to the prepayment of principal described above) as security for the Loan.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

Section 1.1 Defined Terms.

Borrower and Administrative Agent, on behalf of the Lenders, agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms.

“Additional Interest” has the meaning set forth in the Loan Agreement.

“Administrative Agent” has the meaning set forth in the Recitals hereof.

“Affiliate” has the meaning set forth in the Loan Agreement.

“Banking Services” means each and any of the following bank services provided to Borrower by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

“Banking Services Obligations” of the Borrower means any and all obligations of the Borrower, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore) in connection with Banking Services.

“Borrower” has the meaning set forth in the Recitals hereof.

“Borrower’s Notice Address” has the meaning set forth in the Loan Agreement.

“By-Laws” shall mean those certain “Bylaws” providing for the operation of the Condominium, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

“Chattels” means all furniture, furnishings, partitions, screens, awnings, venetian blinds, window shades, draperies, carpeting, pipes, ducts, conduits, dynamos, motors, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, elevators, escalators, vacuum cleaning systems, call systems, switchboards, sprinkler systems, fire prevention and extinguishing apparatus, refrigerating, air conditioning, heating, dishwashing, plumbing, ventilating, gas, steam, electrical and lighting fittings and fixtures, licenses or permits of any kind, trademarks, copyrights, accounts receivable, rights to any trade names, operating supplies and all building materials, equipment and goods now or hereafter delivered to the Premises (hereinafter defined) and intended to be installed therein, and all other machinery, fixtures, tools, implements, apparatus, appliances, equipment, goods, facilities and other personal property of every kind and character whatsoever, together with all renewals, replacements and substitutions thereof and additions and accessions thereto in which Borrower now has, or at any time hereafter acquires, an interest and which are now or hereafter located or situated in or upon, or affixed or attached to, or used in connection with the enjoyment, occupancy and/or operation of, all or any portion of the Premises (other than any of the foregoing belonging to tenants, occupants, licensees or guests), and the proceeds of all of the foregoing items. Notwithstanding the foregoing, Chattels shall not include any property belonging to tenants under Leases, except to the extent of any right or interest of Borrower therein (it being agreed, however, that Borrower shall have the right (prior to the occurrence and continuance of an Event of Default), with respect to any tenant, to waive any common law or statutory landlord lien).

“Common Elements” shall have the meaning set forth in the Condominium Documents.

“Condemnation Proceeds” has the meaning ascribed to such term in **Article II** hereof.

“**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 Documents**” shall mean, collectively, the Condominium Declaration and the By-Laws.

“**Condominium Declaration**” shall mean that certain Declaration dated as of 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 under CRFN 2004000064392, as amended by that certain Amended and Restated Declaration dated as of February 8, 2005 and recorded in the City Register’s Office on March 9, 2005 under CRFN 2005000139245, as the same may hereafter from time to time be modified, amended, restated or supplemented.

“**Default Rate**” has the meaning defined in the Loan Agreement.

“**Environmental Laws**” has the meaning defined in the Loan Agreement.

“**Event of Default**” has the meaning defined in the Loan Agreement.

“**Existing Mortgage**” has the meaning ascribed to such term in **Article II** below.

“**Governmental Authority**” has the meaning set forth in the Loan Agreement.

“**Improvements**” means all buildings, structures and other improvements presently existing or hereafter constructed on or in the Premises.

“**Indebtedness**” and “**Liabilities**” has the meaning ascribed to such term in **Article III** below.

“**Indemnified Taxes**” has the meaning set forth in the Loan Agreement.

“**Insurance Proceeds**” has the meaning ascribed to such term in **Article II** hereof.

“**Lease**” has the meaning ascribed to such term in the Loan Agreement.

“**Loan**” means that certain loan from the Lenders to Borrower in the original principal sum of \$350,000,000.00 evidenced by the Notes and the Loan Agreement, and secured by this Mortgage.

“**Loan Agreement**” has the meaning set forth in the Recitals hereof.

“**Loan Documents**” means this Mortgage, the Notes, the Loan Agreement, the Assignment of Leases and Rents and each other Loan Document under and as defined in the Loan Agreement.

“**Lenders**” has the meaning set forth in the Recitals hereof.

“**Mortgage**” has the meaning set forth in the Recitals hereof.

“**Mortgage Amount**” means the principal sum of \$300,000,000.00.

“**Mortgaged Property**” has the meaning ascribed to such term in the Granting Clause (Article II) below.

“**Notes**” means, collectively, the Notes (as defined in the Loan Agreement) given by the Borrower to the Lenders, in accordance with the terms of the Loan Agreement, which Notes are secured by this Mortgage, and any future amendments or modifications thereof.

“**Person**” has the meaning ascribed to such term in the Loan Agreement.

“**Premises**” means the Units, together with all Common Elements appurtenant to the Units, which Units are located at 731 Lexington Avenue, New York, New York 10022, together with the Improvements therein and hereafter constructed therein, and all of the easements, rights, privileges and appurtenances thereunto belonging or in anyway appertaining thereto including, but not limited to, all of the estate, right, title, interest, claim or demand whatsoever of Borrower therein and in and to the strips and gores, streets and ways adjacent thereto, whether in law or in equity, in possession or expectancy, now or hereafter acquired and also any other realty or personalty encompassed by the term “Mortgaged Property”, elsewhere herein defined.

“**Swap Agreement**” means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“**Swap Obligations**” of Borrower means any and all obligations of Borrower, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction.

“**Taxes**” has the meaning set forth in the Loan Agreement.

“**Third Party Hedge Agreement**” has the meaning set forth in **Section 9.15** of the Loan Agreement.

“**Units**” means, collectively, Retail Unit 1 and Retail Unit 2 of the Condominium, as more particularly described on **Exhibit “A”** hereto.

Section 1.2 **Other Definitional Provisions.**

a. Any term used herein and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement.

b. All terms defined in this Mortgage shall have the meanings given such terms herein when used in the Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto, unless otherwise defined therein.

c. As used in the Loan Documents and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in **Section 1.1**, and accounting terms partly defined in **Section 1.1**, to the extent not defined, shall have the respective meanings given to them in accordance with generally accepted accounting principals.

d. The words “hereof”, “herein”, “hereto” and “hereunder” and similar words when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage, and Section, schedule and exhibit references contained herein shall refer to Sections hereof or schedules or exhibits hereto unless otherwise expressly provided herein.

e. The word “or” shall not be exclusive; “may not” is prohibitive and not permissive; and the singular includes the plural.

ARTICLE II

AMENDMENT AND RESTATEMENT

Administrative Agent, for the benefit of the Lenders, is the holder of the mortgage described on Exhibit B hereto (the "Existing Mortgage").

Administrative Agent (for the benefit of the Lenders) and Borrower, the owner of the Mortgaged Property, mutually agree to amend and restate the lien of said Existing Mortgage as a first lien and to modify the terms of said Existing Mortgage in the manner now appearing.

Borrower and Administrative Agent, on behalf of the Lenders, covenant and agree that the terms and provisions of this Mortgage shall amend and restate the terms and provisions of the Existing Mortgage and, as such, the terms and conditions contained in the Existing Mortgage shall, for all purposes, be deemed superseded by the terms of the this Mortgage.

GRANTING CLAUSE

NOW, THEREFORE, Borrower, in consideration of the premises, and in order to secure the Indebtedness, hereby gives, grants, bargains, mortgages, grants a security interest in, and pledges to Administrative Agent, for itself and for the benefit of the Lenders, all of Borrower's estate, right, title and interest in, to and under any and all of the following described property whether now owned or hereafter acquired (all such properties being collectively referred to as the "Mortgaged Property"):

A. All Borrower's right, title and interest in and to the Premises and all right, title and interest of Borrower in and to the Improvements on the Premises or to be constructed thereon and all fixtures and building materials of every kind and nature now or hereafter situated in, on or about, or affixed or attached to the Improvements or the Premises or any building, structure or other improvement now or hereafter standing, constructed or placed upon or within the Premises, and all and singular the tenements, hereditaments, easements, rights-of-way or use and other rights, privileges and appurtenances to the Premises, now or hereafter belonging or in anywise appertaining thereto, including, without limitation, any such right, title, interest, claim and demand in, to and under any agreement granting, conveying or creating, for the benefit of the Premises, any easement, right or license in any way affecting other property and in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Premises, or any parcel thereof, and all claims or demands either in law or in equity, in possession or expectancy, of, in and to the Premises.

B. All proceeds of insurance payable by reason of any damage, destruction, loss or other casualty of all or any portion of the Premises or the Improvements and all other proceeds of and any unearned premiums on any insurance proceeds covering the Premises, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises or any part thereof in accordance with the terms of the Loan Agreement (the "Insurance Proceeds").

C. All right, title and interest of Borrower in and to all payments, awards, settlements and claims and all proceeds thereof proceeds thereof made or hereafter to be made for the taking by eminent domain or condemnation of the whole or any part of the above described premises, or any estate or easement therein, including any awards for change of grade of streets (collectively, "Condemnation Proceeds"), all of which awards are hereby assigned to Administrative Agent, for itself and for the benefit of the Lenders, which is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and Administrative Agent shall have the right and option, in accordance with the terms of the Loan Agreement, to apply such excess towards the payment of any sum owing on account of this Mortgage, the Notes, the Loan Agreement, and the indebtedness secured thereby, notwithstanding the fact that such sum may not then be due and payable.

D. The Chattels and the products and proceeds thereof.

E. All present and future Leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Premises and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to, the Premises, or any part thereof, and all other property subjected or required to be subjected to the lien and/or security interest of the Mortgage, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof, which income, revenues, earnings, rents, maintenance payments, tolls, issues, awards, products and profits are hereby expressly assigned with the right to take and collect the same upon the terms hereinafter set forth; and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Borrower now has or may hereafter acquire in and to the aforementioned property and every part thereof, provided that so long as no Default (as hereinafter defined) shall have occurred and be continuing, all such income, revenues, earnings, rents, maintenance payments, tolls, issues, awards, products and profits shall remain with and under the control of Borrower except as otherwise expressly provided herein or in any other written agreement between Borrower and Administrative Agent.

F. All contracts of sale now or hereafter entered into in connection with the Premises or any part thereof and all right, title and interest of Borrower thereunder, including, without limitation, cash or securities deposited thereunder to secure performance of buyers of their obligations thereunder and also including the right upon the happening of an event of default thereunder to enforce the obligations of such buyers and to receive and collect the amounts deposited thereunder and any and all further amounts which may be due under such contracts of sale or due upon the consummation of such contracts of sale.

G. All right, title and interest of Borrower in and to any Swap Contract and in and to all agreements, or contracts, now or hereafter entered into for the sale, leasing, brokerage, development, construction, management, maintenance and/or operation of the Premises (or any part thereof), including all moneys due and to become due thereunder, and all permits, licenses, bonds, insurance policies, plans and specifications relative to the construction and/or operation of the Improvements upon the Premises.

H. All Borrower's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, including, without limitation, all of Borrower's rights to remain in possession of the Premises.

I. All trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Premises or any part thereof; all general intangibles related to the operation of the Premises now existing or hereafter arising, in each case, to the extent assignable.

J. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Premises as a result of tax certiorari or any applications or proceedings for assessment and/or tax reduction relating to the Premises.

K. All of Borrower's claims and rights to the payment of damages arising from any rejection of a Lease under or pursuant to the Bankruptcy Code, 11 U.S.C. §101 et seq.

L. Any other property and rights which are, by the provisions of any other Loan Document, required to be subject to the lien hereof, and any additional property and rights that may from time to time hereafter by installation in the Mortgaged Property, or by writing of any kind, or otherwise, be subjected to the lien hereof by Borrower or by anyone on its behalf.

M. All deposits in, and proceeds of, all operating accounts of Borrower maintained at Administrative Agent and the Lenders and all other accounts pledged to Administrative Agent, for itself and for the benefit of the Lenders, herein or in any other Loan Document.

N. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, Insurance Proceeds and Condemnation Proceeds, all right, title and interest of Borrower in and to all unearned premiums accrued, accruing and to accrue under any or all insurance policies obtained by Borrower.

O. Any distributions made or owed to the owners of units of the Condominium and in common profits of the Condominium, including but not limited to, profits or proceeds in connection with the sale or leasing of units owned by the Condominium, if any.

TO HAVE AND TO HOLD the Mortgaged Property, whether now or hereafter existing, together with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, unto Administrative Agent, for itself and for the benefit of the Lenders, and each of their successors and assigns, upon the terms, provisions and conditions herein set forth, forever, and Borrower does hereby bind itself and its successors, legal representatives, and assigns to warrant and forever defend all and singular the Mortgaged Property unto Administrative Agent, for itself and for the benefit of the Lenders, and each of their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

ARTICLE III.

SECURED INDEBTEDNESS

This Mortgage, and all rights, titles, interests, liens, security interests, powers, privileges and remedies created hereby or arising hereunder or by virtue hereof, are given to secure the payment and performance of all indebtednesses, obligations and liabilities of Borrower arising under the Notes, this Mortgage, the Loan Agreement and any renewals, extensions, amendments or modifications thereof, or any other Loan Document, or any Hedge Agreement between Borrower and a Lender or an Affiliate thereof which is permitted to be secured by this Mortgage pursuant to the terms of the Loan Agreement (including, without limitation, all Additional Interest, all Banking Services Obligations, Swap Obligations (other than Third Party Hedge Agreements) and all other Obligations as each term is defined in the Loan Agreement), all other swap obligations and break funding payments payable pursuant to the Loan Agreement and any and all fees, costs or expenses incurred by Administrative Agent and the Lenders in connection with the Loan and/or the Premises (including, but not limited to, all cost and expenses required to be paid by Borrower to Administrative Agent pursuant to the terms of this Mortgage, the Notes and the Loan Agreement in respect of any taxes, recording expenses and attorneys' fees in connection with the closing of the Loan and the consummation thereof, insurance premiums, letter of credit fees and reimbursements and related fees, and, after any Default, the administration and collection thereof (including, without limitation, attorney's fees and expenses), all costs incurred of whatever nature by Administrative Agent and the Lenders in the exercise of any rights hereunder or any other Loan Document and all other amounts payable by Borrower under the Notes, the Loan Agreement and this Mortgage (all of the foregoing indebtedness, obligations and liabilities being referred to herein as either the "**Liabilities**" or "**Indebtedness**").

Notwithstanding anything contained herein to the contrary, the maximum amount of principal Indebtedness secured by this Mortgage at the time of execution hereof or which under any contingency may become secured by this Mortgage at any time hereafter is \$300,000,000 plus (a) Taxes; (b) insurance premiums; and (c) expenses incurred in upholding the lien of this Mortgage, including, but not limited to, (i) the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; (ii) any amount, cost or charges to which the Administrative Agent or the Lenders becomes subrogated upon payment, whether under recognized principles of law or equity or under express statutory authority and (iii) interest at the Default Rate (or regular interest rate) as may be imposed pursuant to the terms of the Loan Agreement, and Additional Interest.

ARTICLE IV.

PARTICULAR WARRANTIES, REPRESENTATIONS AND COVENANTS OF BORROWER

Section 4.1 Warranties, Representations and Covenants.

Borrower hereby warrants, represents and covenants that, as of the date hereof:

a. Borrower is the actual, record and beneficial owner and holder of a good and marketable title to an indefeasible fee estate in the Mortgaged Property, subject to no lien, charge or encumbrance, except for Permitted Encumbrances. In addition to said fee estate, Borrower is the owner of all of the Mortgaged Property; Borrower owns the Chattels free and clear of liens and claims, except for Permitted Encumbrances. This Mortgage is and will remain a valid and enforceable first priority lien on the Mortgaged Property, except for Permitted Encumbrances.

b. Borrower has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Borrower will preserve such title, and will forever warrant and defend the validity and priority of the lien hereof, against the claims of all persons and parties whomsoever.

c. The Mortgage Amount is the principal indebtedness owed hereunder by Borrower to Administrative Agent and the Lenders without offset, counterclaim or defense by Borrower in any event whatsoever.

d. The execution and delivery of this Mortgage by the Borrower does not constitute a "fraudulent conveyance" within the meaning of Title 11 of the United States Code as now constituted or under any other applicable statute.

e. No provision of any applicable state, law (including, without limitation, any applicable usury or similar law), rule or regulation of any Governmental Authority prevents the execution, delivery or performance of, or affects the validity of, this Mortgage.

f. This Mortgage constitutes the valid and legally binding obligation of Borrower enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

g. No notice to, or filing with, any Governmental Authority is required for the due execution, delivery and performance of this Mortgage.

h. No provision of any existing mortgage, indenture, contract, agreement, statute, rule, regulation, judgment, decree or order binding on Borrower or affecting the Mortgaged Property conflicts with, or requires any consent which has not already been obtained under, or would in any way prevent the execution, delivery or performance of the terms of, this Mortgage.

Section 4.2 **Further Assurances.**

a. Borrower will, at its sole expense, do, execute, acknowledge and deliver every further act, deed, conveyance, mortgage, assignment, notice of assignment, transfer or assurance as Administrative Agent shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Administrative Agent and the Lenders the property and rights hereby conveyed, mortgaged or assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey, mortgage or assign to Administrative Agent, for itself and for the benefit of the Lenders, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, and for filing, registering or recording this Mortgage and, on demand, will execute and deliver, and hereby authorizes Administrative Agent to execute in the name of Borrower to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, and renewals thereof, to evidence more effectively the lien hereof upon the Chattels, provided, in each case, that the foregoing shall not result in any increase in Borrower's liabilities or obligations, or any decrease in Borrower's rights, under this Mortgage and the other Loan Documents.

b. Borrower will, at its sole cost and expense, do, execute, acknowledge and deliver all and every such acts, information reports, returns and withholding of monies as shall be necessary or appropriate to comply, or to cause compliance, in all material respects, with all applicable information reporting and back[up] withholding requirements of the Internal Revenue Code of 1986, as amended (including all regulations promulgated

thereunder) in respect of the Premises and all transactions related to the Premises, and will at all times provide Administrative Agent with reasonably satisfactory evidence of such compliance and notify Administrative Agent of the information reported in connection with such compliance.

Section 4.3 **Filings, Recordings, Payments etc.**

a. Borrower forthwith upon Administrative Agent's request at any time after the execution of this Mortgage, and thereafter from time to time, will, at its expense, cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the Chattels and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Administrative Agent and the Lenders in, the Mortgaged Property.

b. Borrower will pay all taxes, filing, registration and recording fees, and all expenses incident to the execution, acknowledgment and recording of this Mortgage, any supplemental mortgage, any other Loan Document, and any security instrument with respect to the Chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes, the Loan Agreement, this Mortgage, any supplemental mortgage, any other Loan Document, any security instrument with respect to the Chattels or any instrument or further assurance.

Section 4.4 **Payment of Sums Due.**

Borrower will punctually pay the principal and interest and all other sums to become due in respect of this Mortgage, the Notes, the Loan Agreement and any other Loan Document at the time and place and in the manner specified herein or in the Notes, the Loan Agreement or any other Loan Document, as applicable, according to the true intent and meaning thereof and without offset, counterclaim or defense, and without deduction or credit for any amount payable for taxes, all in immediately available funds.

Section 4.5 **After Acquired Property.**

All right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by or released to Borrower or constructed, assembled or placed by Borrower on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Borrower, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Borrower and specifically described in the granting clauses hereof, but at any and all times Borrower will execute and deliver to Administrative Agent any and all such further assurances, mortgages, conveyances or assignments thereof as Administrative Agent may reasonably require for the purpose of expressing and specifically subjecting the same to the lien of this Mortgage.

Section 4.6 **Taxes, Fees, Other Charges.**

Borrower agrees to pay all real property taxes and assessments, all Indemnified Taxes and other Taxes in accordance with the applicable terms of the Loan Agreement.

Section 4.7 **Intentionally Omitted.**

Section 4.8 **Insurance Provisions; Required Coverages.**

Borrower, at its sole cost and expense, agrees to maintain insurance of the types and in the amounts required by **Section 3.1** of the Loan Agreement.

Section 4.9 **Casualty.**

All Insurance Proceeds shall be held by Administrative Agent and applied in accordance with **Section 3.2** of the Loan Agreement.

Section 4.10 **Condemnation.**

All Condemnation Proceeds shall be held by Administrative Agent and applied in accordance with the provisions of **Section 3.2** of the Loan Agreement.

Section 4.11 **Administrative Agent's Payment or Performance of Borrower's Obligations.**

Borrower agrees that if it fails to make, or cause to be made, any payment or to do, or cause to be done, any act as herein provided after notice or grace periods, if any, as provided herein, then, while an Event of Default exists, Administrative Agent may, but shall not be obligated to, make such payment or undertake such act, Administrative Agent being authorized to enter upon the Premises for such purposes, and any money so paid and any expenses incurred by Administrative Agent shall be a demand obligation of Borrower, payable within ten (10) Business Days of demand therefor by Administrative Agent, and, if not so paid by Borrower, shall bear interest at the Default Rate from the date of making such payment until paid and shall be part of the indebtedness secured by this Mortgage, and Administrative Agent after making such payment shall be subrogated to all rights of the person receiving payment. The provisions of this **Section 4.11** shall not prevent any default in the observance of any covenant contained herein or in the Loan Agreement or any other Loan Document from constituting an Event of Default.

Section 4.12 **Information Covenants.**

Borrower shall satisfy all of the financial reporting and other information covenants set forth in **Article 8** of the Loan Agreement.

Section 4.13 **Waste, Maintenance, Repairs.**

The Premises shall be used only for the purpose set forth in **Section 7.16** of the Loan Agreement and for no other use without the prior written consent of Administrative Agent. Borrower will maintain the Premises in good repair (reasonable wear and tear excepted) and will not threaten, commit, permit or suffer any physical waste to occur on or to the Property or any part thereof or alter or demolish the Property or any part thereof in any manner (except as permitted by the Loan Agreement) or make any change in its use or any change which will materially increase any risk of fire or other hazards arising out of construction or operation of the Property.

Section 4.14 **Adequate Facilities.**

Borrower covenants that the Mortgaged Property is now, and until the Indebtedness is fully repaid, will be, provided with adequate gas, sanitary sewer, storm sewer, electricity, water and other facilities reasonably necessary for the use, occupancy and operation of the Premises for their intended purposes.

Section 4.15 **Defense of Administrative Agent's Interests.**

If legal proceedings shall be instituted against the interest of Administrative Agent or the Lenders in the Mortgaged Property, Borrower, upon its learning thereof, will promptly give written notice thereof to Administrative Agent and Borrower will, at Borrower's cost and expense, exert itself diligently to cure, or will cause to be cured, any defect that may be developed or claimed and will take all necessary and proper steps for the protection and defense thereof and will take, or will cause to be taken, such action as is appropriate to the defense of any such legal proceedings, including, but not limited to, the employment of counsel and the prosecution and defense of litigation.

Section 4.16 **No Impairment of Security.**

In no event shall Borrower do or permit to be done, or omit to do or permit the omission of, any act or thing, the doing, or omission, of which would materially impair the security of this Mortgage.

Section 4.17 **Transfer Restrictions; Due on Sale.**

Except as may be expressly permitted pursuant to the terms of the Loan Agreement, Borrower will not, directly or indirectly, transfer, mortgage, convey, sell, assign, lease, pledge or encumber the Mortgaged Property, or any part thereof or any direct or indirect interest therein. If any transfer, mortgage, conveyance, sale, assignment, lease, pledge or encumbrance shall be effectuated in violation of this **Section 4.17** and the same constitutes an Event of Default, then such transfer, mortgage, conveyance, sale, assignment, lease, pledge or encumbrance shall be of no force or effect and any instrument which purports to create any such transference, mortgage, conveyance, sale, assignment, lease, pledge or encumbrance shall forthwith be discharged of record and Administrative Agent is hereby granted the sole and unconditional right to so remove by all appropriate legal means any such instrument by and on behalf of Borrower and any other party thereto. In the event of that there shall occur any transfer, mortgage, conveyance, sale, assignment, lease, pledge or further encumbrance, by operation of law or otherwise, of all or any part of the Mortgaged Property or any interest therein in violation of the terms of this **Section 4.17** and the same constitutes an Event of Default, then, at Administrative Agent's option, the Loan shall become immediately due and payable without demand or notice. Without limiting the foregoing, any such purchaser, transferee, lessee, pledge, mortgagee or assignee shall be deemed to have assumed and agreed to pay the Loan and to have assumed and agreed to be bound by the terms and conditions of this Mortgage; it being expressly agreed that no such transference, mortgage, conveyance, sale, assignment, lease, pledge or encumbrance and no assumption by any such transferee, lessee, pledge, mortgagee or assignee shall operate to release, discharge, modify, change or affect the liability of Borrower either in whole or in part under this Mortgage, the Note, the Loan Agreement or any of the other Loan Documents.

Section 4.18 **Administrative Agent's Defense.**

Upon the occurrence and during the continuance of an Event of Default, Administrative Agent, either for itself or on behalf of the Lenders, may appear in and defend any action or proceeding at law or in equity or in bankruptcy purporting to affect the Premises or the security hereof or the rights and powers of Administrative Agent, and any appellate proceedings, and in such event Borrower shall pay within ten (10) Business Days of Administrative Agent's written demand, all of Administrative Agent's and each Lenders' costs, charges and expenses, including cost of evidence of title and reasonable attorneys' fees incurred in such action or proceeding. All costs, charges and expenses so incurred shall accrue interest thereon at the Default Rate from the date such payment is due until paid and shall be secured by the lien of this Mortgage.

Section 4.19 **Hazardous Substances.**

Borrower will perform and comply promptly with, and cause the Premises to be maintained, used and operated in accordance with, **Article 5** of the Loan Agreement.

Section 4.20 **Zoning Changes.**

Except as may be permitted pursuant to the terms of the Loan Agreement, Borrower will not consent to, join in, permit or allow any change in the zoning laws or ordinances relating to or affecting the Premises, and will promptly notify Administrative Agent of any changes to the zoning laws.

Section 4.21 **Grant of Security Interest.**

Borrower, as further security for the payment of the Mortgage Amount, the interest accruing thereon pursuant to the Loan Agreement (as evidenced by the Notes) and any and all indebtedness due under the Loan Documents, and in addition to all the rights and remedies otherwise available to Administrative Agent under this

Mortgage, the Notes, the Loan Agreement and the other Loan Documents, grants to Administrative Agent, for itself and for the benefit of the Lenders, a security interest, under the UCC, in and to the Mortgaged Property, and all proceeds thereof. Following the occurrence and during the continuance of an Event of Default, Administrative Agent shall have, in addition to all the other rights and remedies allowed by Law, the rights and remedies of a secured party under the UCC as in effect at that time. Borrower further agrees that the security interest created hereby also secures all expenses of Administrative Agent and each Lender (including reasonable expenses for legal services of every kind, and cost of any insurance, and payment of taxes or other charges) incurred in or incidental to, the custody, care, sale or collection of, or realization upon, any of the property secured hereby or in any way relating to the enforcement or protection of the rights of Administrative Agent and each Lender hereunder. This instrument shall also constitute a "fixture filing" under the UCC with the "debtor" being the Borrower and the "Secured Party" being the Administrative Agent. **This instrument is to be filed for record in the real estate records of the county in which the Mortgaged Property is located, so as to serve as a fixture filing pursuant to the laws of the state in which such UCC is filed.**

Section 4.22 **Compliance of Premises.**

Borrower warrants and covenants that the Premises are and will continue to be in compliance, in all material respects, with all applicable local, municipal, county, state and federal laws and regulations and all building, housing and fire codes, rules and regulations.

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES

Section 5.1 **Remedies.**

Upon the occurrence and during the continuance of an Event of Default, Administrative Agent may exercise all of the rights and remedies available to it under the Loan Agreement, the other Loan Documents or at law or equity. In addition, Administrative Agent shall have the following specific rights and remedies:

a. **Acceleration.** Upon the occurrence of and during the continuance of any Event of Default, (i) if such event is an Event of Default described in **Section 10.8** or **10.9** of the Loan Agreement, the entire principal of the Notes and the Loan Agreement then outstanding, all accrued and unpaid interest thereon and all other amounts owing under the Loan Documents shall become and be immediately due and payable, and (ii) if such event is any other Event of Default, Administrative Agent, without notice or presentment, each of which is hereby waived by Borrower, may declare the entire principal of the Notes and the Loan Agreement then outstanding (if not then due and payable), all accrued and unpaid interest thereon and all other amounts owing under the Loan Documents to be due and payable immediately, and upon any such declaration the principal of the Notes and the Loan Agreement, said accrued and unpaid interest and said other amounts shall become and be immediately due and payable, anything in the Notes and the Loan Agreement, this Mortgage or the other Loan Documents to the contrary notwithstanding;

b. **Right of Entry.** Upon the occurrence of and during the continuance of any Event of Default, Administrative Agent may (i) enter into and upon all or any part of the Premises, and, having and holding the same, may use, operate, manage and control the Mortgaged Property or any part thereof and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, (ii) may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may deem advisable in its sole judgment, (iii) and in every such case Administrative Agent shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Borrower with respect thereto either in the name of Borrower or otherwise as Administrative Agent shall deem best, (iv) exercise any of the remedies of Administrative Agent under the Notes and the Loan Agreement, and (v) with or without entering into or upon the Premises, collect and receive all gross receipts, earnings, revenues, rents, maintenance payments, issues, profits and

income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of Administrative Agent; and operating and managing the Mortgaged Property, conducting the business of Borrower and of all maintenance, repairs, renewals, replacement, alterations, additions, betterments and improvements and amounts necessary to pay taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Administrative Agent and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, Administrative Agent may apply the moneys arising as aforesaid in such manner and at such times as Administrative Agent shall determine in its discretion to the payment of the Indebtedness and the interest thereon, when and as the same shall become payable and/or to the payment of any other sums required to be paid by Borrower under the Notes, the Loan Agreement or under this Mortgage. Any and all sums expended by Administrative Agent, either for itself or for the benefit of the Lenders, in connection with any of the foregoing shall be deemed to have been paid to Borrower and secured by this Mortgage (as shall any other sums advanced by Administrative Agent for whatsoever purpose relative to the Loan or the Improvements). For the foregoing purposes, Borrower hereby constitutes and appoints Administrative Agent its true and lawful attorney-in-fact with full power of substitution to take any of the foregoing actions on Borrower's behalf. It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked.

c. **Legal Remedies.** Upon the occurrence of and during the continuance of any Event of Default, Borrower covenants and agrees as follows:

i. Administrative Agent may, with or without entry, personally or by its agents or attorneys, insofar as applicable, sell the Mortgaged Property or any part thereof pursuant to the procedures provided by law, including, but not limited to, Article 14 of the New York Real Property Actions and Proceedings Law, and all estate, right, title, interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or

ii. Administrative Agent may institute an action of mortgage foreclosure or institute other proceedings according to law for the foreclosure of this Mortgage, and may prosecute the same to judgment, execution and sale for the collection of the Indebtedness secured hereby, and all interest with respect thereto, together with all taxes and insurance premiums advanced by Administrative Agent and other sums payable by Borrower hereunder, and all fees, costs and expenses of such proceedings, including attorneys' fees and expenses; or

iii. Administrative Agent may, if default be made in the payment of any part of the Indebtedness, proceed with foreclosure of the liens evidenced hereby in satisfaction of such item either through the courts or by conducting the sale as herein provided, and proceed with foreclosure of the security interest created hereby, all without declaring the whole of the Indebtedness due, and provided that if sale of the Mortgaged Property, or any portion thereof, is made because of default in payment of a part of the Indebtedness, such sale may be made subject to the unmatured part of the Indebtedness, but as to such unmatured part of the Indebtedness (and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness) this Mortgage shall remain in full force and effect just as though no sale had been made under the provisions of this Section. And it is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness, it being the purpose to provide for a foreclosure and sale of the Mortgaged Property, or any part thereof, for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property, or any part thereof, for any other part of the Indebtedness whether matured at the time or subsequently maturing; or

iv. Administrative Agent may take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Loan Documents or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Administrative Agent shall elect; or

v. Administrative Agent may exercise in respect of the Mortgaged Property consisting of personal property or fixtures, or both, all of the rights and remedies available to a secured party upon default under the applicable provisions of the Uniform Commercial Code in effect in the State of New York; or

vi. Administrative Agent may apply any proceeds or amounts held in escrow pursuant to the terms of this Mortgage to payment of any part of the Indebtedness in such order of priority as Administrative Agent may determine; or

vii. Any sale as aforesaid may be subject to such existing tenancies as Administrative Agent, in its sole discretion, may elect.

Section 5.2 **Sale, Foreclosure etc.**

a. Administrative Agent may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Administrative Agent, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

b. Upon the completion of any sale or sales made by Administrative Agent under or by virtue of this **Article V**, Administrative Agent, or any officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the properties, interests and rights sold. Administrative Agent is hereby irrevocably appointed the true and lawful attorney of Borrower, in its name and stead, to make all the necessary conveyances, assignments, transfers and deliveries of any part of the Mortgaged Property and rights so sold, and for that purpose Administrative Agent may execute all necessary instruments of conveyance, assignment and transfer and may substitute one or more persons with like power, Borrower hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Borrower, if so requested by Administrative Agent, shall ratify and confirm any such sale or sales by executing and delivering to Administrative Agent or to such purchaser or purchasers all such instruments as may be advisable, in the reasonable judgment of Administrative Agent, for the purpose and as may be designated in such request. Any such sale or sales made under or by virtue of this **Article V**, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever at law or in equity, of Borrower in and to the properties, interests and rights so sold, and shall be a perpetual bar both at law and in equity against Borrower and against all Persons claiming or who may claim the same, or any part thereof, from, through or under Borrower.

c. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Administrative Agent, or any public officer acting under execution or order of court, to have present or constructive possession of any of the Mortgaged Property.

d. The recitals contained in any conveyance made by Administrative Agent to any purchaser at any sale made pursuant hereto or under applicable law shall be full evidence of the matters therein stated, and all prerequisites to such sale shall be presumed to have been satisfied and performed.

e. To the extent permitted by law, any such sale or sales made under or by virtue of this Mortgage, whether under the power of sale hereby granted and conferred, or under or by virtue of any judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, either by law or in equity, of Borrower in and to the properties, interests and rights so sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against any and all Persons claiming or who may claim the same, or any part thereof, from, through or under Borrower and its successors or assigns.

f. The receipt of Administrative Agent for the purchase money paid at any such sale, or the receipt of any other Person authorized to receive the same, shall be sufficient discharge therefor to any purchaser of the property, or any part thereof, sold as aforesaid, and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound (i) to see to the application of such purchase money or any part thereof upon or for any trust or purpose of this Mortgage, (ii) by the misapplication or nonapplication of any such purchase money, or any part thereof, or (iii) to inquire as to the authorization, necessity, expediency or regularity of any such sale.

g. In case the liens or security interests hereunder, or by the exercise of any other right or power, shall be foreclosed by Administrative Agent's sale or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to its ownership, immediate possession of the property purchased, and if Borrower or Borrower's successors shall hold possession of said property, or any part thereof, subsequent to foreclosure, Borrower or Borrower's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale, and anyone occupying the property after demand made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

h. In the event a foreclosure hereunder shall be commenced by Administrative Agent, Administrative Agent may at any time before the sale abandon the suit, and may then institute suit for the collection of the Notes and the Loan Agreement and for the foreclosure of the liens and security interest hereof. If Administrative Agent should institute a suit for the collection of the Notes and the Loan Agreement and for a foreclosure of the liens and security interest of this Mortgage, it may at any time before the entry of a final judgment in said suit dismiss the same and proceed to sell the Mortgaged Property, or any part thereof, in accordance with provisions of this Mortgage.

i. Any reasonable expenses incurred by Administrative Agent or any of the Lenders in prosecuting, resetting or settling the claim of Administrative Agent shall become an additional Liability of Borrower hereunder.

j. In the event of any sale made under or by virtue of this **Article V** (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of, and interest on, the Notes and the Loan Agreement, if not previously due and payable, and all other sums required to be paid by Borrower pursuant to this Mortgage, immediately thereupon shall, anything in the Notes, the Loan Agreement or in this Mortgage to the contrary notwithstanding, become due and payable.

k. The purchase money proceeds or avails of any sale made under or by virtue of this **Article V**, together with any other sums which then may be held by Administrative Agent under this Mortgage, whether under the provisions of this **Article V** or otherwise, shall be applied in accordance with the laws of the State of New York, and to the extent not inconsistent, first to the payment of the costs and expenses of such sale, including reasonable compensation to Administrative Agent and its agents and counsel and to the Lenders' and each of their agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Administrative Agent and the Lenders under this Mortgage, together with interest at the Default Rate on all advances made by Administrative Agent and the Lenders from the date such sums were advanced under this Mortgage, either by itself or on behalf of the Lenders, and all taxes or assessments, except taxes, assessments or other charges, if any, subject to which the Mortgaged Property shall have been sold; second to the payment of all amounts due and owing under the Notes, the Loan Agreement and/or hereunder for principal and interest, with interest at the Default Rate from and after the happening of any Event of Default, third to the payment of any other sums required to be paid by Borrower pursuant to any provision of this Mortgage, the Notes, the Loan Agreement or other Loan Document, all with interest at the Default Rate from the date such sums were or are required to be paid under this Mortgage, and fourth to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

l. Upon any sale made under or by virtue of this **Article V**, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and

sale, Administrative Agent, on behalf of the Lenders, may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of Borrower secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Administrative Agent, on behalf of the Lenders, is authorized to deduct under this Mortgage.

Section 5.3 **Payments, Judgment etc.**

1. In case a Event of Default described in this **Article V** shall have occurred and be continuing, then, upon written demand of Administrative Agent, Borrower will pay to Administrative Agent the whole amount which then shall have become due and payable on the Notes or the Loan Agreement, for principal and interest or both, as the case may be, which interest shall then accrue at the Default Rate on the then unpaid principal of the Notes and the Loan Agreement, and the sums required to be paid by Borrower pursuant to any provision of this Mortgage, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including compensation to Administrative Agent, its agents and counsel and any expenses incurred by Administrative Agent and the Lenders hereunder. In the event Borrower shall fail forthwith to pay such amounts upon such demand, Lender shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Borrower and collect, out of the property of Borrower wherever situated, as well as out of the Mortgaged Property, in any manner provided by law, monies adjudged or decreed to be payable with interest thereon at the Default Rate.

2. Administrative Agent, either for itself or on behalf of the Lenders, shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage and the right of Administrative Agent to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage or the foreclosure of the lien hereof; and in the event of a sale of the Mortgaged Property or any part thereof and of the application of the proceeds of sale, as provided herein, to the payment of the indebtedness secured by this Mortgage, Administrative Agent shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Notes and the Loan Agreement, and to enforce payment of all other charges, payments and costs due under this Mortgage and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest thereon at the Default Rate. In case of proceedings against Borrower in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then Administrative Agent shall be entitled to prove the whole amount of principal and interest due upon the Notes and the Loan Agreement to the full amount thereof, and all other payments, charges and costs due under this Mortgage without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property.

3. No recovery of any judgment by Administrative Agent and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Borrower shall affect, in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Administrative Agent hereunder, but such liens, rights, powers and remedies of Administrative Agent shall continue unimpaired as before.

4. Any moneys thus collected by Administrative Agent under this **Section 5.3** shall be applied by Administrative Agent in accordance with the provisions of **Section 5.2(k)**.

Section 5.4 **Receiver.**

After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by Administrative Agent to obtain judgment for the principal of, or interest on, the Notes and the Loan Agreement and other sums required to be paid by Borrower pursuant to any provision of this Mortgage or of any nature in aid of the enforcement of the Notes, the Loan Agreement or of this Mortgage, Borrower will (a) waive the issuance and service of process and submit to a voluntary appearance in such action, suit or proceeding and (b) if required by Administrative Agent, consent to the appointment of a receiver or receivers of the Mortgaged

Property or any part thereof and of all the earnings, revenues, rents, maintenance payments, issues, profits and income thereof in accordance with **Section 5.10** hereof. After the happening of any Event of Default and during its continuance, or upon the commencement of any proceedings to foreclose the Mortgage or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of Administrative Agent, Administrative Agent shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the Indebtedness, forthwith either before or after declaring the unpaid principal of the Notes and the Loan Agreement to be due and payable, to the appointment of such a receiver or receivers.

Section 5.5 **Administrative Agent's Possession.**

Notwithstanding the appointment of any receiver, liquidator or trustee of Borrower or of any of its property, or of the Mortgaged Property or any part thereof, Administrative Agent shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage.

Section 5.6 **Remedies Cumulative.**

No remedy herein conferred upon or reserved to Administrative Agent or the Lenders is intended to be exclusive of any other remedy or remedies which Administrative Agent or any Lender may be entitled to exercise against Borrower and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or in any other Loan Document or now or hereafter existing at law or in equity or by statute. In addition to the remedies herein expressly provided, Administrative Agent, for itself and for the benefit of the Lenders, shall be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the indebtedness secured hereby and the enforcement of the covenants herein and the foreclosure of the liens and security interest granted hereby, and the resort to any remedy provided hereunder or provided by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies against Borrower. No delay or omission of Administrative Agent, for itself or for the benefit of the Lenders, to exercise any right or power shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every power and remedy given in this Mortgage or in any other Loan Document to Administrative Agent, for itself or for the benefit of the Lenders, may be exercised from time to time as often as may be deemed expedient by Administrative Agent. The resort to any remedy provided hereunder or in any other Loan Document or provided by law or at equity shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies against Borrower. By the acceptance of payment of principal of or interest on any of the Indebtedness after its due date, Administrative Agent does not waive the right either to require prompt payment when due of all other amounts secured hereby or to regard as an Event of Default the failure to pay any other such amounts. Nothing in the Mortgage, the Loan Agreement or in the Notes shall affect the obligations of Borrower to pay (i) the principal of, and interest on, the Notes and the Loan Agreement in the manner and at the time and place therein expressed or (ii) the other Indebtedness in the manner and at the time herein expressed.

Section 5.7 **Agreement by Borrower.**

Borrower will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage or any other Loan Document, or claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, or, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof; and Borrower hereby expressly waives all benefit or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Administrative Agent, either for itself or for the benefit of the Lenders, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Borrower, on behalf of itself and all who may claim under Borrower, waives, to the extent that it lawfully may, all right to have the Mortgaged Property or any part thereof marshaled upon any foreclosure hereof.

Section 5.8 **Use and Occupancy Payments.**

Upon the foreclosure of this Mortgage, unless Borrower is legally entitled to continue possession of the Premises, Borrower agrees to pay the fair and reasonable rental value for the use and occupancy of the Premises or any portion thereof which are in its possession for such period (other than the use of a management office if the Administrative Agent has requested the continued services of one or both of the Managers, for which no use and occupancy payments will be payable) and, upon default of any such payment, will vacate and surrender possession of the Premises to Administrative Agent or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of the Premises for non-payment of rent, however designated. It is agreed that the fair and reasonable rental value for use and occupancy of the Premises may be difficult or impossible to ascertain; therefore, Borrower and Administrative Agent hereby agree that the fair and reasonable rental value shall in no event be less than an amount equal to the debt service on the Loan less any Net Operating Income generated by the Premises and paid to Administrative Agent. Any payments received by Administrative Agent shall be applied in accordance with **Section 5.2(k)** above.

Section 5.9 **Administrative Agent's Right to Purchase.**

In case of any sale under the foregoing provisions of this **Article V**, whether made under the power of sale hereby given or pursuant to judicial proceedings, Administrative Agent, either for itself or for the benefit of the Lenders, may bid for and purchase any property, and may make payment therefor as hereinafter set forth, and, upon compliance with the terms of said sale, may hold, retain and dispose of such property without further accountability therefor. For the purpose of making settlement or payment for the property or properties purchased, Administrative Agent shall be entitled to use and apply such of the Indebtedness held by it and any accrued and unpaid interest thereon.

Section 5.10 **Appointment of Receiver.**

Upon application of Administrative Agent to any court of competent jurisdiction, if any Event of Default shall have occurred and so long as it shall be continuing, to the extent permitted by law, a receiver may be appointed to take possession of and to operate, maintain, develop and manage the Mortgaged Property or any part thereof. In every case when a receiver of the whole or any part of the Mortgaged Property shall be appointed under this **Section 5.10** or otherwise, the net income and profits of the Mortgaged Property shall, subject to the order of any court of competent jurisdiction, be paid over to, and shall be received by, Administrative Agent to be applied as provided in **Section 5.2(k)** hereof.

Section 5.11 **No Waiver.**

Administrative Agent, for itself or for the benefit of the Lenders, may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to Administrative Agent in its reasonable discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interest created by this Mortgage.

Section 5.12 **Enforcement Expenses.**

Except where inconsistent with any applicable laws, Borrower agrees that if any action or proceeding be commenced, including an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding Administrative Agent, either for itself or for the benefit of the Lenders, is made a party by reason of the execution of this Mortgage, the Loan Agreement or the Notes, or in which it becomes necessary to defend or uphold the lien of this Mortgage or to foreclose this Mortgage, all sums paid by Administrative Agent, either for itself or on behalf of the Lenders, for the expense of any litigation to prosecute or defend the transaction and the rights and liens created hereby or to foreclose this Mortgage (including reasonable attorneys' fees) shall be paid by Borrower within ten (10) Business Days of Administrative Agent's written demand, and if not so paid, shall then accrue interest thereon at the Default Rate. All such sums paid and the interest thereon shall be a lien upon the

Mortgaged Property and shall be secured hereby as shall be all such sums incurred in connection with enforcement by Administrative Agent, either for itself or on behalf of the Lenders, of its rights hereunder or under any other Loan Document.

ARTICLE VI.

MISCELLANEOUS

Section 6.1 **Benefit of Mortgage.**

All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns of Borrower and the successors and assigns of Administrative Agent and the Lenders. All of the covenants and warranties made by Borrower in this Mortgage shall be joint and several. The term "**Lenders**" as used herein, shall be deemed to mean the holders from time to time of the Notes at the time outstanding. The term "**Administrative Agent**" as used herein, shall be deemed to mean the administrative agent designated pursuant to the Loan Agreement (and any modification or successor agreement thereto) and any successor administrative agent thereto.

Section 6.2 **Savings Clause.**

In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Administrative Agent, not affect any other provision of this Mortgage but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Section 6.3 **Notices.**

All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if given or served in accordance with **Section 12.1** of the Loan Agreement.

Section 6.4 **Default Rate.**

The Default Rate shall commence to accrue upon the occurrence of any Event of Default and shall continue to accrue and be paid on any amount to which the Default Rate is applied until said amount is paid in full.

Section 6.5 **Substitute Mortgages.**

Borrower shall, upon Administrative Agent's request, execute such documents as may be reasonably necessary in order to effectuate the modification of this Mortgage, including the execution of substitute mortgages, so as to create two or more liens on the Mortgaged Property in such amounts as may be required by Administrative Agent but in no event to exceed, in the aggregate, the Mortgage Amount, provided that the foregoing shall be at no cost or expense to Borrower (other than to a de minimis degree) and shall not result in any increase in Borrower's liabilities or obligations, or any decrease in Borrower's rights, under this Mortgage and the other Loan Documents.

Section 6.6 **No Merger of Mortgage.**

Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the fee and/or leasehold estates in the Premises encumbered by this Mortgage shall become vested in the same person or entity, this Mortgage shall not merge in said title but shall continue to be and remain a valid and subsisting lien on said estates in the Premises for the amount secured hereby.

Section 6.7 **No Change etc.**

Neither this Mortgage nor any provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing, signed by Administrative Agent and Borrower.

Section 6.8 **Security Agreement.**

This Mortgage shall be deemed to be a security agreement pursuant to the Uniform Commercial Code of the State of New York.

Section 6.9 **No Credits.**

Borrower will not claim or demand or be entitled to receive any credit or credits on the principal indebtedness to secure payment thereon, for so much of the taxes assessed against the Mortgaged Property as is equal to the tax rate applied to the principal indebtedness due on this Mortgage or any part thereof and no deduction shall be claimed from the taxable value of the Mortgaged Property by reason of this Mortgage.

Section 6.10 **No Waiver by Administrative Agent.**

All options and rights of election herein provided Administrative Agent, for the benefit of Lenders, are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of principal or interest after its due date, neither Administrative Agent nor the Lenders waives the right either to require prompt payment when due of all other amounts secured hereby or to regard as a Event of Default the failure to pay any other such amounts. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time. All grants, covenants, terms and conditions hereof shall bind Borrower and all successive owners of the Premises.

Section 6.11 **Reserved.**

Section 6.12 **Headings Descriptive.**

The headings of the several sections and subsections of this Mortgage are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Mortgage.

Section 6.13 **Binding Agreement.**

This Mortgage shall be binding upon, and inure to the benefit of, the successors, heirs, executors, administrators and assigns of the respective parties hereto.

Section 6.14 **Effect of Partial Release.**

No release of any part of the Mortgaged Property or of any other property conveyed to secured the Obligations secured hereby shall in any way alter, vary or diminish the force, effect or lien or security interest of this Mortgage on the Mortgaged Property or portion thereof remaining subject to the lien and security interest created hereby.

Section 6.15 **Incorporation of Terms of the Loan Agreement.**

The following terms of the Loan Agreement are hereby incorporated by reference as if fully set forth herein: **Sections 9.5** (Taxes on Security), **12.3** (Limitation on Interest), **12.9** (Successors and/or Assigns), **12.18**

(Survival), 12.19 (Waiver of Trial by Jury), 12.20 (Governing Law), 12.22 (Counterparts), 12.25 (Right of Setoff), 12.28 (Waiver of Special Damages), 12.29 (USA Patriot Act), and 12.30 (Assignment of Notes and Mortgages).

Section 6.16 **No Third Party Beneficiaries.**

This Mortgage shall not run to the benefit of any person or entity other than to Administrative Agent and the Lenders and each of their successors and assigns.

Section 6.17 **Section 254 of Real Property Law.**

All covenants hereof, other than those included in the New York statutory form of mortgage, shall be construed as affording to Administrative Agent, for itself and for the benefit of the Lenders, rights additional to, and not exclusive of, the rights conferred under the provisions of Section 254 of the Real Property Law of the State of New York.

Section 6.18 **Section 13 Lien Law Covenant.**

In compliance with Section 13 of the Lien Law, Borrower agrees that it will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purposes of paying the cost of the Improvements, and Borrower will apply the same first to the payment of such costs before using any part of the same for any other purpose.

Section 6.19 **No Residential Dwelling Units.**

This Mortgage does not cover real property principally improved or to be improved by one or more structures containing residential dwelling units.

(Balance of page left intentionally blank; signature page follows.)

IN WITNESS WHEREOF, this Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing has been duly executed by Borrower and Administrative Agent as of the day and year first above written.

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

a Delaware corporation,
its sole member

By: Alexander's Inc.,

By: /s/ Alan J. Rice
Name: Alan J. Rice
Title: Secretary

731 COMMERCIAL LLC,
a Delaware limited liability company,

By: 731 Commercial Holding LLC,
a Delaware limited liability company,
its sole member

a Delaware corporation,
its sole member

By: Alexander's Inc.,

By: /s/ Alan J. Rice
Name: Alan J. Rice
Title: Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 24th day of August in the year 2020 before me, the undersigned, a notary public in and for said State, personally appeared Alan J. Rice 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 acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Mary C Ferreira
Notary Public

MARY C FERREIRA
Notary Public - State of New York
Qualified in New York County
Commission Expires Jun 17, 2023

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the benefit of the Lenders

By: /s/ Natalya M. Robles

Name: Natalya M. Robles

Title: Executive Director

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

On the 19 day of August in the year 2020 before me, the undersigned, a notary public in and for said State, personally appeared Natalya M. Robles 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 acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Jessica Jimenez
Notary Public

JESSICA JIMENEZ
Notary Public, State of New Jersey
Commission Expires February 18, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Parcel 1 - Lot No. 1001:

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 "Retail 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 under CRFN 2004000064392, as amended by Amended and Restated Declaration recorded 3/9/2005 under CRFN 2005000139245 and also designated as Tax Lot 1001 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 under CRFN 2004000064393.

TOGETHER with an undivided 12.5492% percentage interest in the General Common Elements (as such terms is defined in the Declaration).

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 feet 10 inches to the northerly side of East 58th Street;

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

THENCE northerly along the easterly side of Lexington Avenue, 200 feet 10 inches to the southerly side of East 59th Street;

THENCE easterly along the southerly side of East 59th Street, 420 feet 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 August 1, 2001 and recorded on August 8, 2001 in Reel 3339 Page 1100.

Parcel 2 - Lot No. 1209:

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 "Retail 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 under CRFN 2004000064392, as amended by Amended and Restated Declaration recorded 3/9/2005 under CRFN 2005000139245 and also designated as Tax Lot 1209 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 under CRFN 2004000064393.

TOGETHER with an undivided 0.7402% percentage interest in the General Common Elements (as such terms is defined in the Declaration).

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 feet 10 inches to the northerly side of East 58th Street;

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

THENCE northerly along the easterly side of Lexington Avenue, 200 feet 10 inches to the southerly side of East 59th Street;

THENCE easterly along the southerly side of East 59th Street, 420 feet 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 August 1, 2001 and recorded on August 8, 2001 in Reel 3339 Page 1100.

EXHIBIT B

EXISTING MORTGAGE

1. **Mortgage #1**: Mortgage, Assignment of Leases and Security Agreement dated as of March 15, 1995 and made by Seven Thirty One Limited Partnership and Alexander's Department Stores of Lexington Avenue, Inc., as mortgagor, to First Fidelity Bank (NA), as mortgagee, in the principal amount of \$30,000,000.00, and recorded the Office of the City Register of New York on March 20, 1995 in Reel 2192 at Page 1291. (Mortgage Tax Paid: Exempt by virtue of Order of the Bankruptcy Court, Case No. 92B42704(CB) through 92B42720(CB). Said instrument affects Block 1313 Lots 40, 42, 43 and 50 (Lots 42, 43 and 50 were subsequently merged into Lot 40).
 - (a) Mortgage Modification and Extension Agreement dated as of March 15, 1998 and made between Seven Thirty One Limited Partnership, and Alexander's Department Stores of Lexington Avenue, Inc., as mortgagor, and First Union National Bank (formerly known as Fidelity Bank, N.A.), as mortgagee, which instrument modifies and extends Mortgage #1, as recorded in the Office of the City Register of New York on February 16, 1999 in Reel 2819 at Page 1988.
 - (b) Note and Mortgage Modification and Severance Agreement dated as of June 18, 1998 and made by and between Alexander's of Fordham Road Inc., Alexander's Inc., Alexander's of Third Avenue Inc., Alexander's Rego Park Center, Inc., Alexander's of Rego Park II, Inc., Alexander's of Rego Park III, Inc., Seven Thirty One Limited Partnership, Alexander's Department Stores of Lexington Avenue, Inc., Alexander's of Brooklyn, Inc., and Alexander's Department Stores of New Jersey Inc., as mortgagor, First Union National Bank (formerly known as Fidelity Bank, National Association), as mortgagee, as recorded in the Office of the City Register of New York on September 10, 1998 in Reel 2703 at Page 1797. Said instrument severs from Mortgage #1 the following lien:
 - (i) A \$10,000,000.00 portion of the loan to be secured by Mortgage dated 3/15/1995 made by Alexanders Inc. to First Fidelity Bank, National Association in the amount of \$30,000,000.00 and recorded 3/17/1995 in Reel 3481 Page 1507.
 - (c) Mortgage Modification and Extension Agreement dated as of March 29, 1999 and made by and between Alexander's of Fordham Road Inc., Alexander's Inc., Alexander's of Third Avenue Inc., Alexander's Rego Park Center, Inc., Alexander's of Rego Park II, Inc., Alexander's of Rego Park III, Inc., Seven Thirty One Limited Partnership, Alexander's Department Stores of Lexington Avenue, Inc., Alexander's of Brooklyn, Inc., and Alexander's Department Stores of New Jersey Inc., as mortgagor, and First Union National Bank (formerly known as Fidelity Bank, National Association), as mortgagee, as recorded in the Office of the City Register of New York on April 20, 1999 in Reel 2859 at Page 174. Said instrument modifies and extends Mortgage #1.
 - (d) Mortgage Modification and Extension Agreement dated as of April 14, 2000 and made by and between Alexander's of Fordham Road, Inc., Alexander's Inc., Alexander's of Third Avenue, Inc., Alexander's of Rego Park II, Inc., Alexander's of Rego Park III, Inc., Seven Thirty One Limited Partnership, Alexander's Department Stores of Lexington Avenue, Inc., and Alexander's Department Stores of New Jersey, Inc., as mortgagor, and First Union National Bank (formerly known as First Fidelity Bank), as mortgagee, as

recorded in the Office of the City Register of New York on April 3, 2001 in Reel 3265 at Page 1882. Said instrument modifies and extends Mortgage #1.

- (e) Mortgage Modification and Extension Agreement dated as of April 27, 2001 and made by and between Alexander's Inc., Alexander's of Third Avenue, Inc., Alexander's of Rego Park II, Inc., Alexander's of Rego Park III, Inc., Seven Thirty One Limited Partnership, Alexander's Department Stores of Lexington Avenue, Inc., and Alexander's Department Stores of New Jersey, Inc., as mortgagor, and First Union National Bank (formerly known as First Fidelity Bank, National Association), as mortgagee, as recorded in the Office of the City Register of New York on May 21, 2001 in Reel 3291 at Page 1269. Said instrument modifies and extends Mortgage #1.
- (f) Mortgage Modification and Extension Agreement dated as of March 15, 2002 and made by and between Alexander's Inc., Alexander's of Third Avenue, Inc., Alexander's of Rego Park II, Inc., Alexander's of Rego Park III, Inc., Seven Thirty One Limited Partnership, Alexander's Department Stores of Lexington Avenue, Inc., and 59th Street Corporation, as mortgagor, and First Union National Bank (formerly known as First Fidelity Bank, National Association), as mortgagee, as recorded in the Office of the City Register of New York on June 24, 2002 in Reel 3545 at Page 2045. Said instrument modifies and extends Mortgage #1.
- (g) Assignment of Mortgage dated June 24, 2002 made by Wachovia Bank, National Association (f/k/a First Union National Bank, f/k/a First Fidelity Bank, National Association), as assignor, to Bayerische Hypo-Und Vereinsbank, AG, New York Branch as Agent, as assignee, as recorded in the Office of the City Register of New York on September 25, 2002 in in Reel 3617 at Page 2001. Said instrument assigns Mortgage #1.

2. **Mortgage #2**: Mortgage dated as of March 15, 1995 made by Seven Thirty One Limited Partnership and Alexander's Department Stores of Lexington Avenue, Inc., as mortgagor, to Vornado Lending Corp., as mortgagee, in the principal amount of \$45,000,000, as recorded in the Office of the City Register of New York on March 22, 1995 in Reel 2193 at Page 966. (Mortgage Tax Paid: Exempt by virtue of Order of Bankruptcy Court, Case No. 92B42704(CB) through 92B42720(CB)). Said instrument affects Block 1313 Lots 40, 42, 43 and 50 (Lots 42, 43 and 50 were subsequently merged into Lot 40).

- (a) Mortgage Modification and Extension Agreement dated as of March 15, 1998 and made by and between Seven Thirty One Limited Partnership, and Alexander's Department Stores of Lexington Avenue, Inc., as mortgagor, and Vornado Lending LLC (formerly known as Vornado Lending Corp.), as mortgagee, as recorded in the Office of the City Register of New York on February 16, 1999 in Reel 2819 at Page 1998. Said instrument modifies and extends Mortgage #2.
- (b) Second Mortgage Modification and Extension Agreement dated as of March 29, 1999 and made by and between Seven Thirty One Limited Partnership, and Alexander's Department Stores of Lexington Avenue, Inc., as mortgagor, and Vornado Lending LLC (formerly known as Vornado Lending Corp.), as mortgagee, as recorded in the Office of the City Register of New York on April 20, 1999 in Reel 2859 at Page 251. Said instrument modifies and extends Mortgage #2.
- (c) Third Mortgage Modification and Extension Agreement dated as of March 15, 2000 and made by and between Seven Thirty One Limited Partnership and Alexander's Department Stores of Lexington Avenue, Inc., as mortgagor, and Vornado Lending

L.L.C. (formerly known as Vornado Lending Corp.), as mortgagee, as recorded in the Office of the City Register of New York on January 11, 2001 in Reel 3220 at Page 2176. Said instrument modifies and extends Mortgage #2.

- (d) Assignment of Mortgage dated as of June 24, 2002 made by Vornado Lending, L.L.C. (f/k/a Vornado Lending Corp.), as assignor, to Bayerische Hypo-Und Vereinsbank, AG, New York Branch, as Agent, as mortgagee, dated 6/24/2002, as recorded in the Office of the City Register of New York on September 25, 2002 in Reel 3617 at Page 2007. Said instrument assigns Mortgage #2.
3. **Mortgage #3**: Gap Mortgage dated as of July 3, 2002 and made by 731 Commercial LLC and 731 Residential LLC, as mortgagor, to Bayerische Hypo-Und Vereinsbank, AG, New York Branch, as Agent, as mortgagee, in the principal amount of \$500,000.00, as recorded in the Office of the City Register of New York on 9/25/2002 in Reel 3617 at Page 2013. (Mortgage Tax Paid: \$13,750.00). Said instrument affects Block 1313 Lot 40.
- (a) **Consolidation of Mortgages 1, 2 & 3**: Consolidated, Amended and Restated Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Series No. 1) dated as of July 3, 2002 and made by and between 731 Commercial LLC and 731 Residential LLC, as mortgagor, and Bayerische Hypo-Und Vereinsbank, AG, New York Branch, as mortgagee, as recorded in the Office of the City Register of New York on September 25, 2002 in Reel 3617 at Page 2024. Said instrument consolidates Mortgage #1, Mortgage #2 and Mortgage #3 into a single lien of \$55,500,000.00.
4. **Mortgage #4**: Mortgage dated as of March 5, 2003 made by 731 Commercial LLC and 731 Residential LLC, as mortgagor, to Bayerische Hypo-Und Vereinsbank, AG, New York Branch, as mortgagee, in the principal amount of \$159,500,000.00, as recorded in the Office of the City Register of New York on May 1, 2003 at CRFN 2003000112521. (Mortgage Tax Paid: \$4,386,250). Said instrument affects Block 1313 Lot 40.
- (a) **Consolidation of Mortgages 1, 2, 3 & 4**: Consolidated, Amended and Restated Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of March 5, 2003 made by and between 731 Commercial LLC and 731 Residential LLC, as mortgagor, and Bayerische Hypo-Und Vereinsbank, AG, New York Branch, as mortgagee, as recorded in the Office of the City Register of New York on May 1, 2003 at CRFN 2003000112522. Said instrument consolidates Mortgage #1, Mortgage #2, Mortgage #3 and Mortgage #4 into a single lien of \$215,000,000.00.
- (b) Assignment of Mortgage dated as of December 4, 2003 made by and between Bayerische Hypo-Und Vereinsbank Ag, New York Branch, as Agent, as assignor, to Hypo Real Estate Capital Corporation, as assignee, as recorded in the Office of the City Register of New York on March 16, 2004 at CRFN 2004000158503. Said instrument assigns Mortgage #1, Mortgage #2, Mortgage #3 and Mortgage #4, as consolidated by Consolidation of Mortgages 1, 2, 3 & 4.
- (c) Note and Mortgage Modification and Severance Agreement dated as of February 13, 2004 made by and between 731 Commercial LLC and 731 Residential LLC, as mortgagor, and Hypo Real Estate Capital Corporation, as Agent, as mortgagee, as recorded in the Office of the City Register of New York on November 24, 2004 at CRFN 2004000725900. Said mortgage splits Mortgage #1, Mortgage #2, Mortgage #3 and Mortgage #4, as consolidated by Consolidation of Mortgages 1, 2, 3 & 4, into two separate liens as follows:

- (i) **Substitute Mortgage #1:** Substitute Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of February 13, 2004 and made by 731 Commercial LLC and 731 Residential LLC, as mortgagor, to Hypo Real Estate Capital Corporation, as mortgagee, in the principal amount of \$90,000,000, as recorded in the Office of the City Register of New York on November 24, 2004 at CRFN 2004000725901 (Mortgage Tax Paid: \$0.00). Said instrument represents a portion of the lien of Mortgage #1, Mortgage #2, Mortgage #3 and Mortgage #4, as consolidated by Consolidation of Mortgages 1, 2, 3 & 4, in the reduced principal amount of \$90,000,000, and serves as a partial substitute for said Mortgage #1, Mortgage #2, Mortgage #3 and Mortgage #4, as consolidated by Consolidation of Mortgages 1, 2, 3 & 4. Said instrument affects Block 1313 Lots 1001, 1002, 1003, and 1004, which Lots were created from Lot 40 by the. Declaration recorded on February 3, 2004 under CRFN 2004000064392.

The lien of Substitute Mortgage #1 has been released as to Lots 1002 and 1003 by virtue of the following instrument:

Partial Release of Lien of Mortgage Premises dated as of 2/13/2004 by Hypo Real Estate Capital Corporation, as releasor, to 731 Commercial LLC and 731 Residential LLC, as releasee, as recorded in the Office of the City Register of New York on 11/24/2004 at CRFN 2004000725917. Said instrument released Block 1313 Lots 1002 and 1003 from the lien of Substitute Mortgage #1.

The lien of Substitute Mortgage #1 has been released as to Lot 1004 (*and the other units created from Lot 1004 by the Amended and Restated Declaration recorded on 3/9/2005 at CRFN 2005000139245*) by virtue of the following instrument:

Partial Release of Lien of Mortgage Premises No. 1 dated as of 2/13/2004 by Hypo Real Estate Capital Corporation, as releasor, to 731 Commercial LLC, as releasee, as recorded in the Office of the City Register of New York on 8/2/2005 at CRFN 2005000432038.

Said Substitute Mortgage #1 has been assigned by virtue of:

Assignment of Mortgage dated as of June 30, 2005 and made by Hypo Real Estate Capital Corporation, as assignor, to Archon Financial, L.P., as assignee, as recorded in the Office of the City Register of New York on 8/2/2005 at CRFN 2005000432042. Said Instrument assigns Substitute Mortgage #1 and affects Block 1313 Lot 1001.

- (ii) **Substitute Mortgage #2:** Substitute Subordinate Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of February 13, 2004 and made by 731 Commercial LLC and 731 Residential LLC, as mortgagor, to Hypo Real Estate Capital Corporation, as mortgagee, in the principal amount of \$125,000,000, as recorded in the Office of the City Register of New York on 11/24/2004 at CRFN 2004000725903 (Mortgage Tax Paid: \$0.00). Said instrument affects Block 1313 Lots 1001, 1002, 1003, and 1004.

The lien of Substitute Mortgage #2 has been released as to Block 1313 Lot 1001 by virtue of the following instrument:

Partial Release of Lien of Mortgage Premises No. 1 dated as of February 13, 2004 by Hypo Real Estate Capital Corporation, as releasor, to 731 Commercial LLC and 731 Residential

LLC, as releasee, as recorded in the Office of the City Register of New York on November 24, 2004 at CRFN 2004000725904. Said instrument released Block 1313 Lot 1001 from the lien of Substitute Mortgage #2.

5. **Mortgage #5**: Gap Mortgage dated as of July 6, 2005 and made by 731 Retail One LLC, as mortgagor, to Archon Financial, L.P., as mortgagee, in the principal amount of \$230,000,000, as recorded in the Office of the City Register of New York on August 2, 2005 at CRFN 2005000432043 (**Mortgage Tax Paid**: \$6,440,000). Said instrument affects Block 1313 Lot 1001.
- (a) **Consolidation of Substitute Mortgage 1 and Mortgage 5**: Amended, Restated and Consolidated Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of July 6, 2005 and made by and between 731 Retail One, as mortgagor, and Archon Financial, L.P., as mortgagee, as recorded in the Office of the City Register of New York on 8/2/2005 at CRFN 2005000432044. Said instrument consolidates the liens of Substitute Mortgage #1 and Mortgage #5 into a single lien of \$320,000,000.00. (**Mortgage Tax Paid**: \$0.00).
- (i) Assignment of Mortgage made by Archon Financial, L.P. -to- Goldman Sachs Mortgage Company, dated as of 7/6/2005 and recorded on 8/2/2005 under CRFN 2005000432046. Assigns Substitute Mortgage #1 and Mortgage #5, as consolidated.
- (ii) Assignment of Mortgage made by Goldman Sachs Mortgage Company [to] LaSalle Bank National Association as trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG5, Commercial Mortgage Pass-Through Certificates, Series 2005-GG5, dated as of 11/20/2007 and recorded on 8/20/2007 under CRFN 2007000429552. Assigns Substitute Mortgage #1 and Mortgage #5, as consolidated.
- (iii) Assignment of Amended, Restated and Consolidated Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits made by U.S. Bank N.A., as Trustee, as successor-in-interest to Bank of America, N.A., successor by merger to LaSalle Bank N.A, in its capacity as trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG5, Commercial Mortgage Pass-Through Certificates, Series 2005-GG5 to JPMorgan Chase Bank, N.A., dated 8/3/2015 as recorded in the Office of the City Register of New York on October 1, 2015 at CRFN 2015000350947.
6. **Mortgage #6**: Mortgage dated as of August 5, 2015 made by 731 Retail One LLC and 731 Commercial LLC, as mortgagor, to JPMorgan Chase Bank, N.A., as Administrative Agent, as mortgagee, in the principal amount of \$30,000,000, as recorded in the Office of the City Register of New York on October 1, 2015 at CRFN 2015000350948 (**Mortgage Tax Paid**: \$840,000). Said instrument affects Block 1313 Lots 1001 and 1209.
- (A) **Consolidation of Substitute Mortgage 1 and Mortgages 5 & 6**: Consolidation, Modification and Extension Agreement dated as of August 5, 2015 made by 731 Retail One LLC and 731 Commercial LLC, as mortgagor, to JPMorgan Chase Bank, N.A., as Administrative Agent, as mortgagee, as recorded in the Office of the City Register of New York on October 1, 2015 at CRFN 2015000350949. Said instrument consolidates the liens of Substitute Mortgage #1, Mortgage #5 and Mortgage #6 into a single lien of

\$350,000,000 and spreads the lien of said instruments, as consolidated, to Block 1313 Lot 1209. (Mortgage Tax Paid: \$Exempt).

INTEREST GUARANTY

This **INTEREST GUARANTY** (this “**Guaranty**”), dated as of September 14, 2020, is made by **ALEXANDER’S, INC.**, a Delaware corporation, having an address at c/o Alexanders, Inc., 210 Route 4 East, Paramus, New Jersey 07652 (the “**Guarantor**”), to **JPMORGAN CHASE BANK, N.A.**, a national banking association (together with its successors and/or assigns, the “**Administrative Agent**”), as administrative agent for the benefit of the “**Lenders**” (each a “**Lender**” and collectively, together with each of their successors and/or assigns, the “**Lenders**”) under that certain Loan Agreement hereinafter defined.

RECITALS:

WHEREAS, pursuant to a certain Loan Agreement, dated as of August 5, 2015, by and among 731 Retail One LLC, a Delaware limited liability company, and 731 Commercial LLC, a Delaware limited liability company (jointly, severally and collectively, the “**Borrower**”), the Administrative Agent and the lenders party thereto, as amended by that certain Waiver and Amendment No. 1 to Loan Agreement, dated as of October 10, 2019, by and among the Borrower, the Administrative Agent and the Lenders and consented to by the Guarantor, as further amended by that certain letter agreement dated August 19, 2020, by and among, the Borrower, the Administrative Agent and the Lenders, and consented to, acknowledged and agreed by the Guarantor (as amended, the “**Initial Loan Agreement**”), the Lenders made a loan in the principal amount of \$350,000,000 (the “**Loan**”);

WHEREAS, concurrently herewith the Borrower, the Guarantor, the Administrative Agent and the Lenders are entering into that certain Omnibus Amendment to Loan Documents and Reaffirmation of Borrower and Guarantor dated as of the date hereof (the “**Omnibus Amendment**”; the Initial Loan Agreement, as amended by the Omnibus Amendment, and as may be further amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which Omnibus Amendment, amends the Loan Agreement to, among other things, extend the maturity date of the Loan;

WHEREAS, the Guarantor has derived financial and other benefits from the Loan and expects to derive financial and other benefits from the modification to the Loan as set forth in the Omnibus Amendment;

WHEREAS, it is a condition to the Administrative Agent and the Lenders executing the Omnibus Amendment that the Guarantor execute and deliver this Guaranty to the Administrative Agent for the benefit of the Lenders, and the Lenders are unwilling to enter into the Omnibus Amendment unless this Guaranty is so delivered by the Guarantor; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lenders to enter into the Omnibus Amendment, the Guarantor hereby agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. Guaranty

Subject to the terms and conditions set forth herein, the Guarantor absolutely and unconditionally guarantees to the Administrative Agent and the Lenders and their successors, endorsees and assigns, the prompt payment when due of all interest accruing on the unpaid principal amount of the Loan (including interest accruing before or after maturity or acceleration of the Loan or before or after the commencement of any bankruptcy or insolvency proceeding by or against the Borrower, whether or not allowed in such proceeding) (collectively, the “**Interest Guaranteed Obligations**”); *provided, however*, the Interest Guaranteed Obligations shall exclude (w) interest accruing at the Default Rate (for the avoidance of doubt, the foregoing exclusion shall not limit or restrict

the Guarantor's obligations hereunder to pay the Default Rate Guaranteed Obligations (as defined below), (x) interest accruing on any protective advances made by the Administrative Agent or any Lender or any other increases or additions to the Loan (including, without limitation, pursuant to **Section 11.3** of the Loan Agreement) not expressly requested by the Borrower and memorialized in an amendment to the Loan Agreement (and the term "unpaid principal amount" as used in this paragraph and the final paragraph of this **Section 1** shall exclude any protective advances, increases or additions), (y) amounts owing under **Section 2.8** of the Loan Agreement, and (z) amounts owing under **Section 2.9** of the Loan Agreement (except to the extent amounts owing under Section 2.9 of the Loan Agreement are owing on account of Eurodollar Borrowings having an Interest Period of greater than one month, which such amounts shall be deemed Interest Guaranteed Obligations).

The Guarantor acknowledges that one or more demands for payment may be made under this Guaranty.

Notwithstanding anything to the contrary set forth herein, the Guarantor shall only be liable for the Interest Guaranteed Obligations that accrue or are incurred prior to the earliest of (a) repayment in full of the Loan and all other sums due in connection therewith, (b) completion of a foreclosure of the Mortgage with respect to the Mortgaged Property, and (c) the date the Borrower has made a Valid Tender (as defined below) to the Administrative Agent, or its successor or assignee, or nominee or designee of any of the foregoing (the Administrative Agent or such successor, assignee, nominee or designee, a "**Successor Owner**") of an assignment and conveyance of the Mortgaged Property (the "**Property Conveyance**"). The Guarantor shall cause the Borrower to provide the Administrative Agent with a minimum of forty-five (45) calendar days' notice (the "**Tender Notice**") of its intention to so tender the Property Conveyance to a Successor Owner and no tender of a Property Conveyance shall be a Valid Tender unless, in addition to the full satisfaction of the other conditions set forth in the remainder of this **Section 1**, such Tender Notice has been given; *provided, however*, (i) except as provided in the immediately following subclause (ii), no Tender Notice may be provided hereunder until the occurrence of an Event of Default that is continuing at the time the Tender Notice is provided, and (ii) if no Event of Default shall then be continuing, a Tender Notice may be provided not more than one hundred and twenty (120) days prior to the Maturity Date, provided that a Valid Tender pursuant to such Tender Notice shall not occur prior to the later of (x) the forty-fifth (45th) day after delivery of such Tender Notice and (y) the occurrence of an Event of Default on the Maturity Date by reason of the Borrower's failure to repay the outstanding principal of the Loan on the Maturity Date. For clarity, the Borrower shall have the right to revoke a Tender Notice, provided that any subsequent Tender Notice provided after such revocation shall be irrevocable. The Administrative Agent shall reasonably cooperate with the Guarantor and the Borrower in a prompt and diligent manner regarding the Borrower's satisfaction of the Tender Conditions (as defined below) that are expressly conditioned upon being satisfactory or acceptable to the Administrative Agent, including confirming whether any deliverables are satisfactory or acceptable as presented and, if not, providing explanations as to why any deliverable is not satisfactory or acceptable, provided that no such confirmation or explanation shall be required in order for the Borrower and the Guarantor to perform a Valid Tender hereunder if the relevant deliverable otherwise meets the standard of satisfaction or acceptance expressly required hereunder. Furthermore, following the delivery of a Tender Notice permitted to be delivered hereunder, the Borrower from time to time may certify to the Administrative Agent in writing that the Borrower, to the best of its actual knowledge, has satisfied all of the Tender Conditions, or one or more specified Tender Conditions, and, concurrently with that certification or thereafter, request in writing for the Administrative Agent to confirm to the Borrower, in the Administrative Agent's reasonable judgment based on its actual knowledge, that all of the Tender Conditions, or such specified Tender Conditions, have been satisfied, and the Administrative Agent shall so confirm to the Borrower reasonably promptly after receiving such written request unless the Administrative Agent believes in its reasonable judgment based on its actual knowledge that any such Tender Condition has not been satisfied, in which case, the Administrative Agent shall reasonably promptly after receiving such written request from the Borrower provide explanations as to why the Administrative Agent believes such Tender Condition has not been satisfied, provided that no such certification or request from the Borrower, or response by the Administrative Agent to such certification or request, shall be required in order for the Borrower and the Guarantor to perform a Valid Tender hereunder if the Tender Conditions have otherwise been satisfied. Without limiting the Guarantor's obligations hereunder to pay the Default Rate Guaranteed Obligations, upon the occurrence of any one of the events described in clauses (a), (b) or (c), upon written request of the Guarantor, the Administrative Agent shall confirm that such event has occurred and that no further Interest Guaranteed Obligations accrue, but this shall not be a release of any accrued and unpaid Interest Guaranteed Obligations, nor shall the failure of the Administrative Agent to so confirm

abrogate the occurrence of such event and the termination of the further accrual of the Interest Guaranteed Obligations. For purposes hereof, a “**Valid Tender**” shall occur upon the full satisfaction of the last of all of the following conditions (the “**Tender Conditions**”):

(A) As of the date of, and immediately prior to, the Property Conveyance, no Lien for which the Guarantor is liable under the Leasing Costs Guaranty, dated as of the date hereof, made by the Guarantor to the Administrative Agent, as the same may be amended, supplemented or otherwise modified from time to time (the “**Leasing Costs Guaranty**”), or under any other Loan Document executed and delivered by the Guarantor encumbers the Mortgaged Property or any part thereof, and all contractors, subcontractors, suppliers and other Persons performing work at the Borrower’s request in connection with the Project the payment of which is Guarantor’s liability under the Leasing Costs Guaranty or under any other Loan Document executed and delivered by the Guarantor have been paid in full for work done to a date not earlier than thirty (30) days prior to the Valid Tender, except for items in dispute, and, as to such disputed items, the Guarantor or the Borrower shall (1) have provided a bond (reasonably acceptable to the Administrative Agent) sufficient to discharge a lien for the disputed amount, or (2) pursuant to documentation reasonably acceptable to the Administrative Agent and the Borrower, provided cash collateral to the Administrative Agent in an amount equal to the amount sought to be recovered by the applicable contractor.

(B) The Property Conveyance shall be effected by the Borrower’s execution (as applicable) and delivery to the Administrative Agent of the following documents, originals of which shall accompany the Tender Notice (it is specifically understood that the Property Conveyance shall include “anti-merger” language setting forth the intention of the parties that the lien of the Mortgage not be extinguished, unless otherwise requested by the Administrative Agent, and, upon the Administrative Agent’s request, the grantee under the Property Conveyance shall be the Successor Owner, provided that, absent notice given by the Administrative Agent to the Borrower prior to the delivery of the Tender Notice, for purposes of a Valid Tender, the Borrower may execute and deliver in blank the following documents and, to the extent applicable, any other documents required in connection with the Property Conveyance and shall include the above-described “anti-merger” language, it being agreed that subsequent to a Valid Tender the Borrower shall, upon the Administrative Agent’s request, complete the documents delivered in blank with the name of the Successor Owner identified by the Administrative Agent and remove such “anti-merger” language, but in any event the Administrative Agent may so complete the documents and/or remove such language and the Borrower hereby irrevocably authorizes the Administrative Agent to do so without any further action or notice to the Borrower):

i. a bargain and sale deed without covenant as to grantor’s act or similar warranties or recourse, in recordable form, with respect to the Borrower’s fee interest in the Mortgaged Property, granting to the grantee all of the Borrower’s right, title and interest in and to the Mortgaged Property, which deed shall convey fee title, free from Liens for which Guarantor is otherwise liable under the Leasing Costs Guaranty or under any other Loan Document executed and delivered by the Guarantor;

ii. an absolute assignment to the grantee in recordable form, without warranty, representation or recourse, of all of the Borrower’s right, title and interest in and to the leases, contracts, licenses and entitlements relating to the Property;

iii. a certificate as to the Borrower’s non-foreign status; and

iv. a bill of sale (to the extent the Borrower owns any personal property at the Mortgaged Property), without warranty, representation or recourse.

(C) The Administrative Agent shall have received:

i. copies of all material service, maintenance and construction contracts relating to the Mortgaged Property in Borrower's or its Affiliate's possession or control that have not previously been delivered to the Administrative Agent;

ii. a listing of payables, receivables and security deposits relating to the Mortgaged Property (provided that, so long as the Borrower shall have used good faith efforts to prepare such listing, the omission of one or more of such items (if such item is non-material) shall not constitute a failure of this requirement);

iii. each survey of the Mortgaged Property in the Borrower's or its Affiliate's possession or control that has not been previously delivered to the Administrative Agent (including in connection with the origination of the Loan);

iv. any necessary consents of members or other constituent entities of the Borrower to effect the tender of the Mortgaged Property in accordance herewith;

v. a written estoppel addressed to the Administrative Agent (on behalf of the Lenders) from the "Office Board" as defined in the Condominium Documents confirming that the Borrower is not in default of any of its material obligations under the Condominium Documents, except to the extent such default is the result of insufficient cash flow from the Mortgaged Property or, during a Cash Management Period, the result of the Administrative Agent's unwillingness to apply cash flow from the Mortgaged Property, including cash flow delivered by or on behalf of the Borrower to the Administrative Agent upon the commencement of the Cash Management Period, to the payment of the same;

vi. a written summary of all then material pending litigation involving either or both of the Borrower and the Guarantor; and

vii. except to the extent previously delivered to the Administrative Agent, all material items of personal property of the Borrower located upon and used in connection with the operation of the Mortgaged Property, together with all leases, lease correspondence, keys, combination to locks, plans and specification, certificates of occupancy, and all occupancy, construction and operation files related to the Mortgaged Property, all to the extent any of the above exist and are in the possession or control of the Borrower or its Affiliate (subject, with respect to any such personal property that is leased or licensed by the Borrower, to the terms of such leases or licenses), provided that delivery of one or more of the items described in this clause (vii) may be effected by the Borrower's tender of delivery to the Administrative Agent (which tender may be made by leaving the same at locations within the Mortgaged Property specifically identified to the Administrative Agent), regardless whether the Administrative Agent accepts the same.

(D) As of the date of a Valid Tender, (x) the Borrower and the Guarantor shall deliver a written release to the Administrative Agent and the Lenders from any and all claims, actions and liabilities of any nature which the Borrower or the Guarantor may have against the Administrative Agent or any of the Lenders in relation to the Loan Documents (collectively, "**Claims**"); *provided, however*, the foregoing shall not in any manner be deemed a release or waiver of (1) any defense the Guarantor may otherwise have to or in respect of any Claim brought in any action or proceeding brought against the Guarantor by the Administrative Agent or any Lender under or in respect of this Guaranty, the Leasing Costs Guaranty, the Non-Recourse Exceptions Guaranty, dated as of August 5, 2015, made by the Guarantor to the Administrative Agent, as the same may be amended, supplemented or otherwise modified from time to time (the "**Non-Recourse Carveout Guaranty**"), the Environmental Indemnity and/or any other Loan Document or otherwise in connection with the Loan or the Mortgaged Property and which defense is permitted and not otherwise expressly waived pursuant to and in accordance with the terms of this Guaranty or the other Loan Documents or otherwise in writing, and (2) any Claims against the

Administrative Agent, the Lenders or any other released party to the extent such Claims arise out of or relate to any obligations of the Administrative Agent hereunder or under the other Loan Documents (or any documents delivered pursuant to this **Section 1**) to be performed on or after the date of the Valid Tender and which Claim is permitted and not otherwise expressly waived pursuant to and in accordance with the terms of this Guaranty or the other Loan Documents (however this clause (2) shall not apply to Claims against any released party in respect of obligations of the owner of the Mortgaged Property that involve matters first arising prior to the date of Valid Tender), and (y) the Administrative Agent and the Lenders shall (subject to the provisions of **Section 6** below) release the Guarantor from any and all claims, actions and liabilities arising out of the Interest Guaranteed Obligations other than those described in clause (E) below which have not been satisfied as of the date of the Valid Tender or which are then being contested by the Borrower or the Guarantor (which release may be provided by the Administrative Agent on behalf of the Lenders). Copies of the proposed documents referred to in this clause (D) shall accompany the Tender Notice or be provided within a reasonable period of time thereafter (but in any event no later than ten (10) Business Days thereafter), and all must be in form reasonably satisfactory to the Administrative Agent.

(E) The Administrative Agent and the Lenders shall receive payment of all obligations then owing by the Guarantor as of the date of the Valid Tender under the Environmental Indemnity, if any, this Guaranty, the Leasing Costs Guaranty, the Non-Recourse Carveout Guaranty and the other Loan Documents to which Guarantor is a party, excluding, in each case, any obligations (other than the Interest Guaranteed Obligations) which are then being contested in good faith by the Borrower and/or the Guarantor. Promptly following its receipt of a Tender Notice, the Administrative Agent shall provide the Borrower with an estimated calculation of the amount payable pursuant to this clause (E).

(F) The Administrative Agent shall receive (including through **Section 4.5(b)** of the Loan Agreement) all Excess Cash Flow generated from and after the Event of Default which caused a demand for payment under this Guaranty, if any, and all Excess Cash Flow generated prior to such Event of Default that has not been distributed in accordance with **Section 9.22** of the Loan Agreement as of such Event of Default, together with any accruals for real estate taxes that were made by the Borrower pursuant to the definition of Excess Cash Flow contained in the Loan Agreement and not applied by the Borrower to the payment of real estate taxes.

(G) The Administrative Agent shall receive a written confirmation and agreement from the Borrower that in the event the Administrative Agent elects subsequent to a Valid Tender to exercise remedies under the Mortgage and foreclose on the Mortgaged Property, none of the Borrower, the Guarantor or any other Affiliate of the Borrower shall file an answer in any such foreclosure action, or contest, attempt to stay or raise any defense in such foreclosure action.

(H) The Administrative Agent shall receive an amount (if a positive number) equal to: (x) all Operating Expenses that have accrued and are unpaid as of the earlier of the date that is (A) the date of Valid Tender and (B) the date of commencement of a Cash Management Period (the earlier of the dates in clauses (A) and (B), the "**Expense Determination Date**"), less (y) all amounts collected from the Borrower pursuant to **Section 4.5(b)** of the Loan Agreement, and less (z) (without duplication of the amounts described in clause (y) above) all amounts in the Restricted Account and in the Cash Management Account (without duplication of the amounts in the Restricted Account that are moved to the Cash Management Account) from and after the Expense Determination Date that have not been moved to the Borrower's Account. The Borrower's and the Guarantor's obligation under this clause (H) will in no event exceed the aggregate amount of the distributions made to Borrower's owners from cash flow of the Mortgaged Property during the period commencing eighteen (18) full calendar months prior to the Expense Determination Date.

If the Administrative Agent, on the one hand, and the Borrower or the Guarantor, on the other, shall disagree as to one or more payments to be made to the Administrative Agent hereunder for the satisfaction of a condition to a Valid Tender, then (i) the Borrower or the Guarantor shall pay over to the Administrative Agent, on account of the amounts due, the amounts claimed by the Borrower or the Guarantor to be the correct amounts, (ii)

any such condition, solely for purposes of determining the Valid Tender, shall be deemed satisfied, (iii) the Guarantor and the Borrower shall be jointly and severally liable to the Administrative Agent, on behalf of the Lenders, for the payment of any additional amounts determined to be owed in accordance with the provisions below, and (iv) the dispute shall be submitted for settlement by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The dispute shall be heard by a single arbitrator, unless the additional amounts claimed by the Administrative Agent exceed in the aggregate \$1,000,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be New York, New York. The arbitration shall be governed by the laws of the State of New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The award shall be made within three (3) months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator(s) for good cause shown, or by mutual agreement of the parties. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The prevailing party shall be entitled to an award of reasonable attorney fees and costs.

Nothing contained herein shall be construed so as to obligate the Administrative Agent to accept the Property Conveyance (and no recording of the Property Conveyance by the Borrower shall occur until the Borrower and the Guarantor shall have received written acceptance thereof from the Administrative Agent), and written notice by the Administrative Agent of its election to reject the Property Conveyance shall constitute a termination and cancellation of the Property Conveyance (and the same shall be void *ab initio*) and ownership of the Mortgaged Property shall remain with the Borrower so long as such written notice does not indicate that the Administrative Agent intends to pursue foreclosure of the Mortgage; *provided, however*, that such rejection of the Property Conveyance shall not impair the existence of the Valid Tender and the release of the Guarantor of the Interest Guaranteed Obligations accruing after the Valid Tender if the conditions to such Valid Tender have otherwise been fully satisfied. Notwithstanding anything contained herein, in the event that a Valid Tender occurs, the Property Conveyance is recorded, and thereafter the conveyance of the Mortgaged Property is set aside or otherwise invalidated for any reason (whether pursuant to bankruptcy proceedings or otherwise), the limitation of obligations described in clause (c) of the first sentence of third paragraph of this **Section 1** shall not be effective and such Valid Tender shall be void *ab initio* and the Guarantor shall be fully liable for all of the Interest Guaranteed Obligations as if such Valid Tender had never occurred and the Mortgaged Property had never been conveyed (a "**Reinstatement**"); *provided, however*, a Reinstatement shall not occur if (a) the Property Conveyance is set aside or invalidated in an involuntary bankruptcy of the Borrower or otherwise as a result of any action of any type, whether similar or dissimilar to an involuntary bankruptcy, brought by a Person other than the Borrower or an Affiliate of the Borrower, (b) the Administrative Agent provides its written agreement or consent to the set aside or invalidation of the Property Conveyance, or (c) the Administrative Agent has not timely and in a reasonably diligent manner asserted defenses available to it against such set aside or invalidation. The provisions of this paragraph will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon the limitation of the Interest Guaranteed Obligations, and any such contrary action so taken will be without prejudice to the Administrative Agent's and the Lenders' rights hereunder and will be deemed to have been conditioned upon the conveyance of the Mortgaged Property to a Successor Owner having become final and irrevocable, except where Reinstatement is not required as set forth above.

In the event that the Interest Guaranteed Obligations are limited pursuant to the provisions set forth above, it is expressly understood and agreed that nothing contained herein shall be construed so as to limit, modify or otherwise adversely affect the obligations and liabilities of the Guarantor with respect to any continuing liability in respect of the Environmental Indemnity, the Leasing Costs Guaranty, the Non-Recourse Carveout Guaranty or any other Loan Document to which the Guarantor is a party. Notwithstanding the foregoing or anything to the contrary contained herein or in any of the other Loan Documents, by its acceptance hereof, the Administrative Agent and each Lender hereby agree that any actual or attempted Property Conveyance by the Borrower or the Guarantor

pursuant to the terms of this Guaranty shall in no event constitute a general assignment for the benefit of the creditors of the Borrower for purposes of the Non-Recourse Carveout Guaranty or any of the other Loan Documents and that the execution and delivery by the Guarantor of this Guaranty and/or the Leasing Costs Guaranty, or the performance of the Guarantor's obligations hereunder and/or thereunder, shall not constitute a breach of the Loan Documents or give rise to any claim against the Guarantor under the Non-Recourse Carveout Guaranty.

Notwithstanding anything to the contrary contained herein, and whether or not a Valid Tender has previously been made and the Guarantor has previously been released from the Interest Guaranteed Obligations accruing after a Valid Tender:

(I) if the Borrower, the Guarantor or any other Affiliate of the Borrower fails to comply with the written agreement and confirmation described in clause (G) above and such failure is not remedied within two (2) Business Days after the Administrative Agent provides written notice of such failure to the Borrower, or

(II) if the Borrower or the Guarantor fails to comply with:

(x) **Section 5(a)** of the Environmental Indemnity in connection with an environmental assessment or audit obtained pursuant to the second sentence of **Section 5(a)** of the Environmental Indemnity or, if no environmental assessment or audit is obtained pursuant to the second sentence of **Section 5(a)** of the Environmental Indemnity, then in connection with the first environmental assessment or audit obtained pursuant to clause (iii) of the first sentence of **Section 5(a)** of the Environmental Indemnity (provided no conveyance of the Mortgaged Property following a Valid Tender, foreclosure or deed in lieu thereof shall have been effected prior thereto and Administrative Agent requests such environmental assessment or audit not later than one hundred and twenty (120) days after the occurrence of the Event of Default referred to in said clause (iii)), or

(y) **Section 9.21** of the Loan Agreement in connection with an appraisal pursuant to clause (a)(ii) of the first sentence of **Section 9.21** of the Loan Agreement or, if no appraisal is obtained pursuant to clause (a)(ii) of the first sentence of **Section 9.21** of the Loan Agreement, then in connection with the first appraisal obtained pursuant to clause (a)(i) of the first sentence of **Section 9.21** of the Loan Agreement (provided no conveyance of the Mortgaged Property following a Valid Tender, foreclosure or deed in lieu thereof shall have been effected prior thereto and Administrative Agent requests such appraisal not later than one hundred and twenty (120) days after the occurrence of the Event of Default referred to in said clause (a)(i)),

and, in either case, (i) to the extent such failure is the failure to pay when due the cost of such environmental assessment or audit to the Person performing such environmental assessment or audit or the cost of such appraisal to the Person performing such appraisal, or such failure can be remedied by providing access to the Mortgaged Property or by delivering financial, leasing or other reporting routinely prepared by the Borrower (or on behalf of the Borrower), such failure is not remedied within fourteen (14) days after the Administrative Agent provides written notice of such failure to the Borrower, or (ii) to the extent such failure is not the failure to pay when due the cost of such environmental assessment or audit to the Person performing such environmental assessment or audit or the cost of such appraisal to the Person performing such appraisal, and such failure cannot be remedied by providing access to the Mortgaged Property or by delivering financial, leasing or other reporting routinely prepared by the Borrower (or on behalf of the Borrower), the Borrower fails to commence reasonably diligent efforts to remedy such failure within fourteen (14) days after the Administrative Agent provides written notice of such failure to the Borrower, or having commenced such efforts within such fourteen (14) day period, thereafter fails to use reasonably diligent efforts to remedy such failure,

then, in each case of (I) and (II) above, the Guarantor shall pay to the Administrative Agent (on behalf of the Lenders) interest accruing on the unpaid principal amount of the Loan at the Default Rate from the date of such failure until such failure is remedied (the “**Default Rate Guaranteed Obligations**”; the Interest Guaranteed Obligations and the Default Rate Guaranteed Obligations, collectively, the “**Guaranteed Obligations**”).

2. **Financial Covenants**

The Guarantor warrants, represents and covenants to the Administrative Agent and the Lenders that: (a) the Guarantor is and shall remain solvent; (b) the financial statements delivered by Guarantor are true and correct in all material respects as of the date of such financial statements; (c) there has been no Material Adverse Change in the financial condition of Guarantor since the date of such most recently delivered financial statements, (d) the Guarantor shall comply with the financial reporting requirements applicable to the Guarantor that are set forth in **Section 8.2** of the Loan Agreement, (e) as of the date hereof Guarantor has a Net Worth greater than the Guarantor’s Minimum Net Worth and Liquid Assets greater than Guarantor’s Minimum Liquid Assets, and (f) Guarantor shall at all times maintain a Net Worth of not less than Guarantor’s Minimum Net Worth and Liquid Assets of not less than Guarantor’s Minimum Liquid Assets.

3. **Representations and Warranties**

The Guarantor represents and warrants to the Administrative Agent that:

a. **Power and Authority**. The Guarantor has the full power and authority to execute and deliver this Guaranty and to perform its obligations hereunder; the execution, delivery and performance of this Guaranty by the Guarantor has been duly and validly authorized; and all requisite action has been taken by the Guarantor to make this Guaranty valid and binding upon the Guarantor and enforceable in accordance with its terms.

b. **Binding Agreement**. This Guaranty constitutes the valid and legally binding obligations of the Guarantor and is enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights generally.

c. **Litigation**. Except as disclosed in Guarantor’s financial statements, there is no litigation, administrative proceeding, investigation or other legal action (including any proceeding under any state or federal bankruptcy or insolvency law) pending or, to the knowledge of Guarantor, threatened, against the Guarantor which if adversely determined would have a Material Adverse Effect.

d. **Required Consents**. All consents, approvals and authorizations, if any, required for the execution, delivery and performance of this Guaranty have been obtained, and no other consent, authorization or approval of, filing with, notice to, or exemption by, any Governmental Authority or other Person (except for those which have been obtained, made or given) is required to authorize, or is required in connection with the execution, delivery and performance of this Guaranty or is required as a condition to the validity or enforceability of this Guaranty. No provision of any applicable statute, law (including, without limitation, any applicable usury or similar law), rule or regulation of any Governmental Authority prevents the execution, delivery or performance of, or affects the validity of, this Guaranty.

e. **No Conflicting Agreement**. The Guarantor is not in default under any mortgage, indenture, contract or agreement to which it is a party or by which it or any of its properties is bound which, in any case, would have a material adverse effect on the Guarantor’s ability to perform its obligations under this Guaranty. The execution, delivery or carrying out of the terms of this Guaranty will not result in the breach of any term or provision of any of the Guarantor’s organizational documents or constitute a default thereunder, or result in the creation or imposition of, or obligation to create, any lien or other encumbrance upon any property of the Guarantor or result in a breach of or require the mandatory repayment of or other acceleration of payment under or pursuant to the terms of any such mortgage, indenture, contract or agreement.

f. Compliance with Applicable Laws. The Guarantor is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority which, in any case, would have a material adverse effect on the Guarantor's ability to perform its obligations under this Guaranty.

4. Reserved

5. Unconditional and Continuing Nature of Guaranty

a. Unconditional Guaranty. The obligations of the Guarantor hereunder are absolute and unconditional, under all circumstances and irrespective of the genuineness, validity, regularity, discharge, release or enforceability of the Loan Documents, or of any instrument evidencing the Loan or of any collateral therefor or of the existence or extent of such collateral or of the obligations of the Guarantor under this Guaranty or any other guaranty relating to the Loan.

b. Modification of Agreements. The Guarantor agrees that the Administrative Agent or any Lender may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, exchange, release, substitute or surrender any collateral for, renew or extend any of the Loan, or, with the consent of the Borrower, (x) change the amount of the Loan, (y) increase the interest rate on the Loan, or (z) otherwise change the Interest Guaranteed Obligations, and may also make any agreement with the Borrower or with any other party to or person liable on any of the Loan (including, without limitation, the Guaranteed Obligations), or any guarantor or hypothecator of collateral or other surety for the Loan (including, without limitation, the Guaranteed Obligations) or any interest therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Administrative Agent, the Lender and the Borrower or any such other party or person, without in any way impairing or affecting this Guaranty.

c. Continuing Guaranty. This is a continuing Guaranty and shall remain in full force and effect and be binding upon the Guarantor and the Guarantor's successors and assigns until released in accordance with subsection (e) below. If any of the present or future Guaranteed Obligations are guaranteed by Persons in addition to the Guarantor, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them, shall not discharge or affect the Guaranteed Obligations of the Guarantor under this Guaranty. In addition, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of any of the Persons comprising the Guarantor shall not discharge or affect the liabilities of any of the other Persons comprising the Guarantor under this Guaranty.

d. Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection, and neither the Administrative Agent nor the Lenders shall be under any obligation to take any action against the Borrower or any other person liable with respect to any of the Guaranteed Obligations or resort to any collateral security securing any of the Guaranteed Obligations or this Guaranty as a condition precedent to the Guarantor being obligated to make payment and perform as agreed herein.

e. Release. Upon the indefeasible repayment in full of the Loan and all other sums due in connection therewith, or to the extent otherwise provided in Section 1 above, the liability of the Guarantor under this Guaranty shall be automatically released.

6. Reinstatement

This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of all or any part of any payment made under this Guaranty is rescinded or must be restored or returned by the Administrative Agent, any Lender or any Successor Owner or otherwise, whether under any reorganization, bankruptcy, receivership or insolvency proceeding or otherwise; and the Guarantor agrees that it will indemnify the Administrative Agent, the Lenders and any such Successor Owner on demand for all out-of-pocket costs and

expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent, any of the Lenders or such Successor Owner in connection with such rescission or restoration, including any such out-of-pocket costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar under any bankruptcy, insolvency or similar law.

7. **Waivers**

The Guarantor hereby waives for the benefit of the Administrative Agent and the Lenders:

a. Waiver of Notice, Presentment. Notice of the acceptance of this Guaranty and of the making of the Loan or extensions of credit or the incurrence of any other obligation by the Borrower pursuant to the Loan Documents, presentment to or demand of payment from anyone whosoever liable upon the Indebtedness or any of the Guaranteed Obligations, protest, notice of presentment, non-payment or protest and notice of any sale of collateral security or any default of any sort.

b. Waiver of Claims. Any rights to claim or interpose any defense, counterclaim or offset of any nature and description which it may have or which may exist between and among the Administrative Agent, any Lender, the Borrower and/or the Guarantor or to seek injunctive relief.

c. Subrogation. Until such time as the Administrative Agent and the Lenders shall have been indefeasibly paid in full all of the Indebtedness, the Guarantor subordinates any rights to be subrogated to the rights of the Administrative Agent and the Lenders with respect to the Guaranteed Obligations and the Guarantor subordinates any right to, and agrees that it will not institute or take any action against the Borrower seeking, contribution, reimbursement or indemnification by the Borrower with respect to any payments made by the Guarantor to the Administrative Agent or the Lenders.

d. WAIVER OF JURY TRIAL. EACH PARTY HERETO (AND THE ADMINISTRATIVE AGENT AND THE LENDERS BY THEIR ACCEPTANCE OF THIS GUARANTY) 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 GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (AND THE ADMINISTRATIVE AGENT AND THE LENDERS BY THEIR ACCEPTANCE OF THIS GUARANTY) (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 GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION .

e. WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GUARANTOR AND (BY THEIR ACCEPTANCE OF THIS GUARANTY) THE ADMINISTRATIVE AGENT AND THE LENDERS AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE GUARANTOR AND THE ADMINISTRATIVE AGENT AND THE LENDERS, AS APPLICABLE, 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 GUARANTY OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

f. Other Defenses. Any defense or benefits that may be derived from or afforded by laws which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty.

8. Miscellaneous

a. Successors and Assigns. This Guaranty shall bind the undersigned, its legal representatives, successors, and assigns and shall inure to the benefit of the Administrative Agent, the Lenders and their successors, endorsees and assigns.

b. Enforcement of Loan Documents. The obligations of the undersigned are in addition to, and not in diminution of, the obligations of the Borrower and the Guarantor under any other Loan Document. No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right, remedy or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise by the Administrative Agent of any right, remedy or power hereunder or under any other Loan Document preclude any other or future exercise thereof or the exercise of any other right, remedy or power.

c. Liabilities Unimpaired. The liability of the Guarantor under this Guaranty shall not be limited or impaired by reason of any amendment, waiver or modification of the provisions of any Loan Document, the release or substitution of any collateral securing the Loan, any transfer of the Project or any part thereof to the Administrative Agent or its nominee, any failure on the part of the Administrative Agent or the Lenders to record or otherwise perfect any lien or security interest in any such collateral, any sale or transfer of the Project or any part thereof or any determination that any Loan Document is illegal or unenforceable

d. Reserved.

e. Guarantor's Acknowledgements. The Guarantor hereby acknowledges (i) receipt and approval of the Mortgage, the Loan Agreement and each Loan Document referred to therein, and (ii) it has derived or expects to derive a financial or other benefit from each and every obligation incurred by the Borrower to the Administrative Agent and the Lenders under or pursuant to the Mortgage and the other Loan Documents.

f. Assignment. This Guaranty may be assigned by the Administrative Agent on behalf of the Lenders and its benefits shall inure to any such assignee, in each case, as assigned in accordance with the terms of the Loan Agreement.

g. Post Default Interest. The Guarantor agrees that any of the Guaranteed Obligations which are not paid within ten (10) Business Days of the Administrative Agent's demand shall accrue interest at the Default Rate until paid in full, all such interest being payable to the Administrative Agent for the benefit of the Lenders on demand.

h. Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

i. Headings Descriptive. Section headings have been inserted in this Guaranty for convenience only and shall not in any way affect the meaning or construction of any provision hereof.

j. Severability. Every provision of this Guaranty is intended to be severable, and if any term or provision thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions thereof shall not be affected or impaired thereby, and any invalidity, illegality or unenforceability in any jurisdiction shall not affect the validity, legality or enforceability of any such term or provision in any other jurisdiction.

k. Remedies Cumulative. Each and every right, remedy and power granted to the Administrative Agent or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Administrative Agent at any time and from time to time.

l. Consent to Jurisdiction. The Guarantor hereby irrevocably submits to the jurisdiction of any State of New York or Federal court sitting in the City of New York over any suit, action or proceeding arising out of or relating to the Loan Documents. The Guarantor hereby agrees that the Administrative Agent shall have the option in its sole discretion to lay the venue of any such suit, action or proceeding in the courts of the City of New York or the United States of America located in New York, New York and hereby irrevocably waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. The Guarantor hereby agrees that a final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it.

m. Entire Agreement. This Guaranty contains the entire agreement and understanding between the Administrative Agent and the Guarantor with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

n. Amendments. This Guaranty may not be amended except by a writing signed by an authorized officer of the Guarantor and the Administrative Agent in accordance with the requirements of Section 12.2 of the Loan Agreement, and compliance with its terms may not be waived, orally or by course of dealing, without a writing signed by an authorized officer of the party sought to be charged with such waiver.

o. Notices. All notices, requests and demands to or upon the Guarantor or the Administrative Agent shall be in writing and shall be deemed to have been duly given or served for all purposes if delivered or served in accordance the terms of with Section 12.1 of the Loan Agreement.

p. Expenses. If any suit or proceeding is instituted by the Administrative Agent on behalf of itself or the Lenders for the enforcement of any of the provisions of this Guaranty, the Guarantor shall pay to the Administrative Agent within ten (10) Business Days of demand, all out-of-pocket expenses of the Administrative Agent (including reasonable attorneys' fees and actual disbursements) in connection with such suit or proceeding, and until such expenses are paid, the same shall accrue interest at the Default Rate. The obligations of the Guarantor under this paragraph shall survive any termination of the Guarantor's other obligations under this Guaranty.

q. Exculpation of Certain Persons. Notwithstanding anything to the contrary contained in this Guaranty, no direct or indirect shareholder, partner, member, principal, Affiliate, employee, officer, trustee, director, agent or other representative of the Guarantor (each, a "Related Party") shall have any personal liability for, nor be joined as a party to any action with respect to, the payment, performance or discharge of any covenants, obligations or undertakings of the Guarantor under this Guaranty, and by acceptance hereof, the Administrative Agent and the Lenders for themselves and their respective successors and assigns irrevocably waive any and all right to sue for, seek or demand any such damages, money judgment, deficiency judgment or personal judgment against any such Related Party under or by reason of or in connection with this Guaranty. In addition to the foregoing, notwithstanding anything contained in this Guaranty to the contrary, in no event shall the assets of any Related Party (including any distributions made by the Guarantor to its direct or indirect members, partners or shareholders) be available to satisfy any obligation of the Guarantor hereunder. Nothing contained in this paragraph shall diminish any of Borrower's obligations under any of the Loan Documents.

(Remainder of page intentionally left blank; signature page(s) follow.)

IN WITNESS WHEREOF, the Guarantor has duly executed and entered into this Interest Guaranty as of the day and year first above written.

ALEXANDER'S, INC.,
a Delaware corporation

By: /s/ Alan J. Rice

Name: Alan J. Rice
Title: Secretary

ny-1975336

LEASING COSTS GUARANTY

This **LEASING COSTS GUARANTY** (this "**Guaranty**"), dated as of September 14, 2020, is made by **ALEXANDER'S, INC.**, a Delaware corporation, having an address at c/o Alexanders, Inc., 210 Route 4 East, Paramus, New Jersey 07652 (the "**Guarantor**"), to **JPMORGAN CHASE BANK, N.A.**, a national banking association (together with its successors and/or assigns, the "**Administrative Agent**"), as administrative agent for the benefit of the "**Lenders**" (each a "**Lender**" and collectively, together with each of their successors and/or assigns, the "**Lenders**") under that certain Loan Agreement hereinafter defined.

RECITALS:

WHEREAS, pursuant to a certain Loan Agreement, dated as of August 5, 2015, by and among 731 Retail One LLC, a Delaware limited liability company, and 731 Commercial LLC, a Delaware limited liability company (jointly, severally and collectively, the "**Borrower**"), the Administrative Agent and the lenders party thereto, as amended by that certain Waiver and Amendment No. 1 to Loan Agreement, dated as of October 10, 2019, by and among the Borrower, the Administrative Agent and the Lenders and consented to by the Guarantor, as further amended by that certain letter agreement dated August 19, 2020, by and among, the Borrower, the Administrative Agent and the Lenders, and consented to, acknowledged and agreed by the Guarantor (as amended, the "**Initial Loan Agreement**"), the Lenders made a loan in the principal amount of \$350,000,000 (the "**Loan**");

WHEREAS, concurrently herewith the Borrower, the Guarantor, the Administrative Agent and the Lenders are entering into that certain Omnibus Amendment to Loan Documents and Reaffirmation of Borrower and Guarantor dated as of the date hereof (the "**Omnibus Amendment**"; the Initial Loan Agreement, as amended by the Omnibus Amendment, and as may be further amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which Omnibus Amendment, amends the Loan Agreement to, among other things, extend the maturity date of the Loan;

WHEREAS, the Guarantor has derived financial and other benefits from the Loan and expects to derive financial and other benefits from the modification to the Loan as set forth in the Omnibus Amendment;

WHEREAS, it is a condition to the Administrative Agent and the Lenders executing the Omnibus Amendment that the Guarantor execute and deliver this Guaranty to the Administrative Agent for the benefit of the Lenders, and the Lenders are unwilling to enter into the Omnibus Amendment unless this Guaranty is so delivered by the Guarantor; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lenders to enter into the Omnibus Amendment, the Guarantor hereby agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. Guaranty

To the extent that, from and after the date hereof, (a) the Borrower enters into any Lease (a "**Future Lease**"), or enters into any supplement, amendment or other modification of a Lease granting the tenant thereunder more term and/or additional space or memorializing the exercise by any tenant pursuant to such tenant's Lease of any option to extend the term of such Lease or to expand the space demised to such tenant under such Lease (a "**Lease Modification**"), or (b) a tenant under any Lease existing as of the date hereof exercises an option existing in such Lease as of the date hereof to extend the term of such Lease or to expand the space demised to such tenant under such Lease and no supplement, amendment or other modification of such Lease is entered into to memorialize

such exercise (a "**Lease Option Exercise**"; a Future Lease, a Lease Modification, or a Lease Option Exercise, a "**Subject Lease Transaction**"), the Guarantor absolutely and unconditionally guarantees to the Administrative Agent and the Lenders and their successors, endorsees and assigns, (i) the prompt payment of all obligations of the landlord in respect of such Subject Lease Transaction to pay tenant improvement costs and allowances and leasing commissions, (ii) the prompt performance of all obligations of the landlord in respect of such Subject Lease Transaction to perform landlord work and other capital expenditures in order to make the space demised under such Subject Lease Transaction ready for initial occupancy (including initial occupancy after any such Lease Modification or Lease Option Exercise) by the tenant thereunder and/or as a condition to such tenant's obligation to commence the payment of rent thereunder, and (iii) the prompt payment and performance of all other obligations of the landlord under such Subject Lease Transaction to make the space demised under such Subject Lease Transaction ready for initial occupancy (including initial occupancy after any such Lease Modification or Lease Option Exercise) by the tenant thereunder and/or as a condition to such tenant's obligation to commence the payment of rent thereunder, in each case of clauses (i), (ii) and (iii), as and when such obligations are due (collectively, the "**Guaranteed Obligations**"); *provided, however*, the Guaranteed Obligations shall not include the payment or performance of any landlord obligation during any free rent period granted to the tenant under such Subject Lease Transaction, other than the payment and performance of landlord obligations to make the space demised under such Subject Lease Transaction ready for initial occupancy (including initial occupancy after any such Lease Modification or Lease Option Exercise) or that landlord has otherwise agreed to pay or perform to achieve the initial buildout (including the initial buildout after any such Lease Modification or Lease Option Exercise) of the space demised under such Subject Lease Transaction. For the avoidance of doubt, a Subject Lease Transaction shall not include (x) any Lease or any supplement, amendment or other modification of any Lease entered into by or on behalf of Administrative Agent or any Lender or any of their respective agents, designees, successors and assigns, or any conservator, trustee, receiver or the like appointed by any of the foregoing, (y) any option to extend the term of a Lease or to expand the space demised to a tenant under a Lease that is exercised by the tenant under such Lease, or any Lease Modification memorializing such exercise that is entered into, at any time following the occurrence of an Event of Default, or (z) any option to extend the term of a Lease or to expand the space demised to a tenant under a Lease, or any Lease Modification memorializing such option, that, in either case, becomes effective following the Maturity Date (or, if earlier, the occurrence of an Event of Default).

The Guarantor acknowledges that one or more demands for payment may be made under this Guaranty.

2. **Financial Covenants**

The Guarantor warrants, represents and covenants to the Administrative Agent and the Lenders that: (a) the Guarantor is and shall remain solvent; (b) the financial statements delivered by Guarantor are true and correct in all material respects as of the date of such financial statements; (c) there has been no Material Adverse Change in the financial condition of Guarantor since the date of such most recently delivered financial statements, (d) the Guarantor shall comply with the financial reporting requirements applicable to the Guarantor that are set forth in **Section 8.2** of the Loan Agreement, (e) as of the date hereof Guarantor has a Net Worth greater than the Guarantor's Minimum Net Worth and Liquid Assets greater than Guarantor's Minimum Liquid Assets, and (f) Guarantor shall at all times maintain a Net Worth of not less than Guarantor's Minimum Net Worth and Liquid Assets of not less than Guarantor's Minimum Liquid Assets.

3. **Representations and Warranties**

The Guarantor represents and warrants to the Administrative Agent that:

(a) **Power and Authority.** The Guarantor has the full power and authority to execute and deliver this Guaranty and to perform its obligations hereunder; the execution, delivery and performance of this Guaranty by the Guarantor has been duly and validly authorized; and all requisite action has been taken by the Guarantor to make this Guaranty valid and binding upon the Guarantor and enforceable in accordance with its terms.

(b) **Binding Agreement.** This Guaranty constitutes the valid and legally binding obligations of the Guarantor and is enforceable in accordance with its terms, except as such enforceability may be limited by

applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

(c) **Litigation.** Except as disclosed in Guarantor's financial statements, there is no litigation, administrative proceeding, investigation or other legal action (including any proceeding under any state or federal bankruptcy or insolvency law) pending or, to the knowledge of Guarantor, threatened, against the Guarantor which if adversely determined would have a Material Adverse Effect.

(d) **Required Consents.** All consents, approvals and authorizations, if any, required for the execution, delivery and performance of this Guaranty have been obtained, and no other consent, authorization or approval of, filing with, notice to, or exemption by, any Governmental Authority or other Person (except for those which have been obtained, made or given) is required to authorize, or is required in connection with the execution, delivery and performance of this Guaranty or is required as a condition to the validity or enforceability of this Guaranty. No provision of any applicable statute, law (including, without limitation, any applicable usury or similar law), rule or regulation of any Governmental Authority prevents the execution, delivery or performance of, or affects the validity of, this Guaranty.

(e) **No Conflicting Agreement.** The Guarantor is not in default under any mortgage, indenture, contract or agreement to which it is a party or by which it or any of its properties is bound which, in any case, would have a material adverse effect on the Guarantor's ability to perform its obligations under this Guaranty. The execution, delivery or carrying out of the terms of this Guaranty will not result in the breach of any term or provision of any of the Guarantor's organizational documents or constitute a default thereunder, or result in the creation or imposition of, or obligation to create, any lien or other encumbrance upon any property of the Guarantor or result in a breach of or require the mandatory repayment of or other acceleration of payment under or pursuant to the terms of any such mortgage, indenture, contract or agreement.

(f) **Compliance with Applicable Laws.** The Guarantor is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority which, in any case, would have a material adverse effect on the Guarantor's ability to perform its obligations under this Guaranty.

4. Covenants

The Guarantor covenants and agrees that, in the event that the Borrower or the Guarantor does not timely pay or perform any of the Guaranteed Obligations when due under the applicable Subject Lease Transaction or other agreement in respect of the applicable Subject Lease Transaction (e.g., a brokerage agreement governing the terms of any commission owning in respect of such Subject Lease Transaction), the Administrative Agent may pay or perform said obligations at the expense of the Guarantor. Any amounts expended by the Administrative Agent in the exercise of any rights of the Administrative Agent hereunder shall be paid to the Administrative Agent within ten (10) Business Days after demand by Administrative Agent is made upon the Guarantor for such payment, and until paid shall accrue interest at the Default Rate.

5. Unconditional and Continuing Nature of Guaranty

(a) **Unconditional Guaranty.** The obligations of the Guarantor hereunder are absolute and unconditional, under all circumstances and irrespective of the genuineness, validity, regularity, discharge, release or enforceability of the Loan Documents, or of any instrument evidencing the Loan or of any collateral therefor or of the existence or extent of such collateral or of the obligations of the Guarantor under this Guaranty or any other guaranty relating to the Loan.

(b) **Modification of Agreements.** The Guarantor agrees that the Administrative Agent or any Lender may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, exchange, release, substitute or surrender any collateral for, renew or extend any of, or change the amount of, the Loan or increase the interest rate thereon, and may also make any agreement with the Borrower or with any other party to or person liable on any of the Loan, or any guarantor of

or hypothecator of collateral or other surety for the Loan or any interest therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Administrative Agent, the Lender and the Borrower or any such other party or person, without in any way impairing or affecting this Guaranty.

(c) Continuing Guaranty. This is a continuing Guaranty and shall remain in full force and effect and be binding upon the Guarantor and the Guarantor's successors and assigns until released in accordance with subsection (e) below. If any of the present or future Guaranteed Obligations are guaranteed by Persons in addition to the Guarantor, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them, shall not discharge or affect the Guaranteed Obligations of the Guarantor under this Guaranty. In addition, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of any of the Persons comprising the Guarantor shall not discharge or affect the liabilities of any of the other Persons comprising the Guarantor under this Guaranty.

(d) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection, and neither the Administrative Agent nor the Lenders shall be under any obligation to take any action against the Borrower or any other person liable with respect to any of the Guaranteed Obligations or resort to any collateral security securing any of the Guaranteed Obligations or this Guaranty as a condition precedent to the Guarantor being obligated to make payment and perform as agreed herein.

(e) Release. Upon the indefeasible repayment in full of the Loan and all other sums due in connection therewith, the liability of the Guarantor under this Guaranty shall be automatically released.

6. Reinstatement

This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of all or any part of any payment made under this Guaranty is rescinded or must be restored or returned by the Administrative Agent or any Lender whether under any reorganization, bankruptcy, receivership or insolvency proceeding or otherwise; and the Guarantor agrees that it will indemnify the Administrative Agent and the Lenders on demand for all out-of-pocket costs and expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or any of the Lenders in connection with such rescission or restoration, including any such out-of-pocket costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

7. Waivers

The Guarantor hereby waives for the benefit of the Administrative Agent and the Lenders:

(a) Waiver of Notice, Presentment. Notice of the acceptance of this Guaranty and of the making of the Loan or extensions of credit or the incurrence of any other obligation by the Borrower pursuant to the Loan Documents, presentment to or demand of payment from anyone whatsoever liable upon the Indebtedness or any of the Guaranteed Obligations, protest, notice of presentment, non-payment or protest and notice of any sale of collateral security or any default of any sort.

(b) Waiver of Claims. Any rights to claim or interpose any defense, counterclaim or offset of any nature and description which it may have or which may exist between and among the Administrative Agent, any Lender, the Borrower and/or the Guarantor or to seek injunctive relief.

(c) Subrogation. Until such time as the Administrative Agent and the Lenders shall have been indefeasibly paid in full all of the Indebtedness, the Guarantor subordinates any rights to be subrogated to the rights of the Administrative Agent and the Lenders with respect to the Guaranteed Obligations and the Guarantor subordinates any right to, and agrees that it will not institute or take any action against the Borrower seeking, contribution, reimbursement or indemnification by the Borrower with respect to any payments made by the Guarantor to the Administrative Agent or the Lenders.

(d) WAIVER OF JURY TRIAL. EACH PARTY HERETO (AND THE ADMINISTRATIVE AGENT AND THE LENDERS BY THEIR ACCEPTANCE OF THIS GUARANTY) 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 GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (AND THE ADMINISTRATIVE AGENT AND THE LENDERS BY THEIR ACCEPTANCE OF THIS GUARANTY) (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 GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION .

(e) WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GUARANTOR AND (BY THEIR ACCEPTANCE OF THIS GUARANTY) THE ADMINISTRATIVE AGENT AND THE LENDERS AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE GUARANTOR AND THE ADMINISTRATIVE AGENT AND THE LENDERS, AS APPLICABLE, 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 GUARANTY OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

(f) Other Defenses. Any defense or benefits that may be derived from or afforded by laws which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty.

8. Miscellaneous

(a) Successors and Assigns. This Guaranty shall bind the undersigned, its legal representatives, successors, and assigns and shall inure to the benefit of the Administrative Agent, the Lenders and their successors, endorsees and assigns.

(b) Enforcement of Loan Documents. The obligations of the undersigned are in addition to, and not in diminution of, the obligations of the Borrower and the Guarantor under any other Loan Document. No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right, remedy or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise by the Administrative Agent of any right, remedy or power hereunder or under any other Loan Document preclude any other or future exercise thereof or the exercise of any other right, remedy or power.

(c) Liabilities Unimpaired. The liability of the Guarantor under this Guaranty shall not be limited or impaired by reason of any amendment, waiver or modification of the provisions of any Loan Document, the release or substitution of any collateral securing the Loan, any transfer of the Project or any part thereof to the Administrative Agent or its nominee, any failure on the part of the Administrative Agent or the Lenders to record or otherwise perfect any lien or security interest in any such collateral, any sale or transfer of the Project or any part thereof or any determination that any Loan Document is illegal or unenforceable

(d) Reserved.

(e) Guarantor's Acknowledgements. The Guarantor hereby acknowledges (i) receipt and approval of the Mortgage, the Loan Agreement and each Loan Document referred to therein, and (ii) it has derived or expects to derive a financial or other benefit from each and every obligation incurred by the Borrower to the Administrative Agent and the Lenders under or pursuant to the Mortgage and the other Loan Documents.

(f) Assignment. This Guaranty may be assigned by the Administrative Agent on behalf of the Lenders and its benefits shall inure to any such assignee, in each case, as assigned in accordance with the terms of the Loan Agreement.

(g) Post Default Interest. The Guarantor agrees that any of the Guaranteed Obligations which are not paid within ten (10) Business Days of Administrative Agent's demand shall accrue interest at the Default Rate until paid in full, all such interest being payable to the Administrative Agent for the benefit of the Lenders on demand.

(h) Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

(i) Headings Descriptive. Section headings have been inserted in this Guaranty for convenience only and shall not in any way affect the meaning or construction of any provision hereof.

(j) Severability. Every provision of this Guaranty is intended to be severable, and if any term or provision thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions thereof shall not be affected or impaired thereby, and any invalidity, illegality or unenforceability in any jurisdiction shall not affect the validity, legality or enforceability of any such term or provision in any other jurisdiction.

(k) Remedies Cumulative. Each and every right, remedy and power granted to the Administrative Agent or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Administrative Agent at any time and from time to time.

(l) Consent to Jurisdiction. The Guarantor hereby irrevocably submits to the jurisdiction of any State of New York or Federal court sitting in the City of New York over any suit, action or proceeding arising out of or relating to the Loan Documents. The Guarantor hereby agrees that the Administrative Agent shall have the option in its sole discretion to lay the venue of any such suit, action or proceeding in the courts of the City of New York or the United States of America located in New York, New York and hereby irrevocably waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. The Guarantor hereby agrees that a final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it.

(m) Entire Agreement. This Guaranty contains the entire agreement and understanding between the Administrative Agent and the Guarantor with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

(n) Amendments. This Guaranty may not be amended except by a writing signed by an authorized officer of the Guarantor and the Administrative Agent in accordance with the requirements of **Section 12.2** of the Loan Agreement, and compliance with its terms may not be waived, orally or by course of dealing, without a writing signed by an authorized officer of the party sought to be charged with such waiver.

(o) Notices. All notices, requests and demands to or upon the Guarantor or the Administrative Agent shall be in writing and shall be deemed to have been duly given or served for all purposes if delivered or served in accordance the terms of with **Section 12.1** of the Loan Agreement.

(p) Expenses. If any suit or proceeding is instituted by the Administrative Agent on behalf of itself or the Lenders for the enforcement of any of the provisions of this Guaranty, the Guarantor shall pay to the Administrative Agent within ten (10) Business Days of demand, all out-of-pocket expenses of the Administrative Agent (including reasonable attorneys' fees and actual disbursements) in connection with such suit or proceeding, and until such expenses are paid, the same shall accrue interest at the Default Rate. The obligations of the Guarantor under this paragraph shall survive any termination of the Guarantor's other obligations under this Guaranty.

(q) Exculpation of Certain Persons. Notwithstanding anything to the contrary contained in this Guaranty, no direct or indirect shareholder, partner, member, principal, Affiliate, employee, officer, trustee, director, agent or other representative of the Guarantor (each, a "**Related Party**") shall have any personal liability for, nor be joined as a party to any action with respect to, the payment, performance or discharge of any covenants, obligations or undertakings of the Guarantor under this Guaranty, and by acceptance hereof, the Administrative Agent and the Lenders for themselves and their respective successors and assigns irrevocably waive any and all right to sue for, seek or demand any such damages, money judgment, deficiency judgment or personal judgment against any such Related Party under or by reason of or in connection with this Guaranty. In addition to the foregoing, notwithstanding anything contained in this Guaranty to the contrary, in no event shall the assets of any Related Party (including any distributions made by the Guarantor to its direct or indirect members, partners or shareholders) be available to satisfy any obligation of the Guarantor hereunder. Nothing contained in this paragraph shall diminish any of Borrower's obligations under any of the Loan Documents.

(Remainder of page intentionally left blank; signature page(s) follow.)

IN WITNESS WHEREOF, the Guarantor has duly executed and entered into this Leasing Costs Guaranty as of the day and year first above written.

ALEXANDER'S, INC.,
a Delaware corporation

By: /s/ Alan J. Rice

Name: Alan J. Rice
Title: Secretary

ny-1975068

November 2, 2020

The Board of Directors and Stockholders of Alexander's, Inc.
210 Route 4 East
Paramus, New Jersey 07652

We are aware that our report dated November 2, 2020, on our review of the interim financial information of Alexander's, Inc. appearing in this Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, is incorporated by reference in Registration Statement No. 333-212838 on Form S-8 and Registration Statement No. 333-224054 on Form S-3.

/s/ DELOITTE & TOUCHE LLP

New York, New York

CERTIFICATION

I, Steven Roth, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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.

November 2, 2020

/s/ Steven Roth

Steven Roth

Chairman of the Board and Chief Executive Officer

CERTIFICATION

I, Matthew Iocco, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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.

November 2, 2020

/s/ Matthew Iocco

Matthew Iocco

Chief Financial Officer

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 Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 (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.

November 2, 2020

Name: /s/ Steven Roth
Steven Roth
Title: Chairman of the Board and Chief Executive Officer

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 Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 (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.

November 2, 2020

/s/ Matthew Iocco
Name: Matthew Iocco
Title: Chief Financial Officer