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Job Number

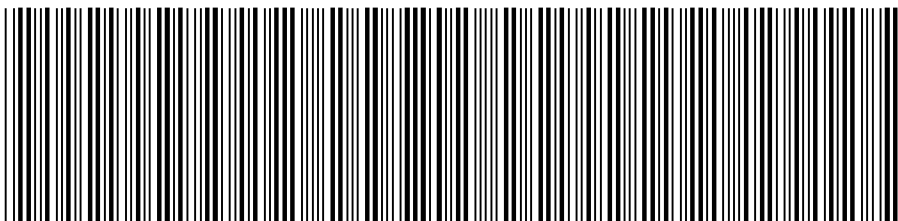


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**NYC DEPARTMENT OF FINANCE
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RECORDING AND ENDORSEMENT COVER PAGE**PAGE 1 OF 78****Document ID: 2010112300753001****Document Date: 10-12-2010****Preparation Date: 11-23-2010****Document Type: EASEMENT****Document Page Count: 76****PRESENTER:**

FRANCIS A. DECOTEAU
NEW YORK CITY LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007
212-442-7325
fedecotea@law.nyc.gov

RETURN TO:

FRANCIS A. DECOTEAU
NEW YORK CITY LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007
212-442-7325
fedecotea@law.nyc.gov

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	705	1	Entire Lot	380 11TH AVENUE

Property Type: OTHER

Borough	Block	Lot	Unit	Address
MANHATTAN	705	5	Entire Lot	553 WEST 33RD STREET

Property Type: OTHER

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES**GRANTOR/SELLER:**

STRATEGIC/EXTELL 34TH STREET, LLC
805 THIRD AVENUE, 7TH FLOOR
NEW YORK, NY 10022

GRANTEE/BUYER:

THE CITY OF NEW YORK
CITY HALL
NEW YORK, NY 10007

x Additional Parties Listed on Continuation Page

FEES AND TAXES**Mortgage**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00**Filing Fee:**

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 11-23-2010 14:16

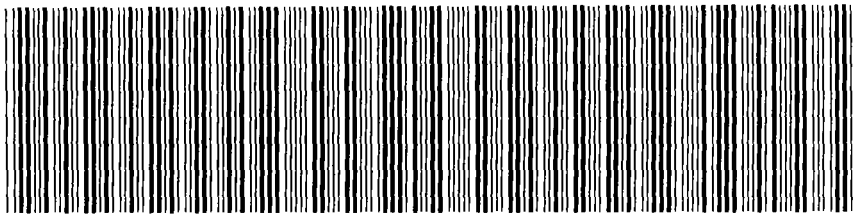
City Register File No.(CRFN):

2010000394319**City Register Official Signature**

Recording Fee: \$ EXEMPT

Affidavit Fee: \$ 0.00

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 78

Document ID: 2010112300753001

Document Date: 10-12-2010

Preparation Date: 11-23-2010

Document Type: EASEMENT

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	705	54	Entire Lot	528 WEST 34TH STREET
Property Type: OTHER				

PARTIES

GRANTOR/SELLER:

WEST 33RD STREET LLC
805 THIRD AVENUE, 7TH FLOOR
NEW YORK, NY 10022

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made as of the 12th day of October, 2010 among STRATEGIC/EXTELL 34th STREET, LLC, formerly known as Strategic/Intell 34th Street, LLC, a New York limited liability company and WEST 33rd STREET LLC, a Delaware Company (collectively, "**Extell**"), having an office at 805 Third Avenue, 7th Floor, New York, New York 10022; and THE CITY OF NEW YORK ("**City**"), a municipal corporation of the State of New York, having an office at City Hall, New York, New York 10007 (Extell and the City, each, a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, Extell is the owner of certain parcels of real property in the Borough of Manhattan, City and State of New York, currently designated as Block 705, Lots 1, 5 and part of 54 on the Tax Map of the Borough of Manhattan, County and State of New York (but all intended to be merged into Lot 1 subsequent to the date hereof), as more particularly described in Exhibit A annexed hereto and made a part hereof (the "**Property**"), Strategic/Extell 34th Street, LLC being the owner of Block 705, Lot 1 and West 33rd Street LLC being the owner of Block 705, Lot 5 and part of Lot 54; and

WHEREAS, the City, in collaboration with the Metropolitan Transportation Authority (the "**Authority**"), the Metropolitan Transportation Authority Capital Construction ("**MTACC**") and MTA New York City Transit Authority ("**NYCT**") (the Authority, MTACC and NYCT, collectively, the "**MTA**"), is extending a subway line, commonly known as the Number 7 Line, to the west along West 41st Street and to the south along 11th Avenue to approximately West 34th Street, with additional underground facilities to West 24th Street (the extension of the No. 7 Line, inclusive of structures and facilities ancillary thereto, is hereinafter referred to as the "**Extension**"); and

WHEREAS, a portion of the Extension will be located at the Property (the subway structures and facilities to be constructed in accordance with the terms and provisions of this Agreement in the portions of the Property as provided in this Agreement are herein collectively called, the "**Subway Improvements**"); and

WHEREAS, the No. 7 Line, inclusive of the Extension, is or will be leased by the City to the NYCT, a public benefit corporation chartered by the New York State Legislature, pursuant to an Agreement of Lease, dated as of June 1, 1953, as subsequently amended, restated and extended (the "**NYCT Master Lease**"); and

WHEREAS, Extell and the City heretofore entered into a lease (the "**Lease**"), dated as of June 12, 2007, pursuant to which Extell leased the Property to the City for certain uses in connection with the construction of the Extension; and

WHEREAS, simultaneously with the execution of this Agreement, the Lease is being terminated by mutual agreement of the Parties; and

WHEREAS, the City has requested that Extell grant certain permanent, temporary and interim easements at, above, under and through the subsurface of the Property for the construction and operation of the Subway Improvements; and

WHEREAS, Extell desires to grant the "Permanent Easement", the "Interim Easement" and the "Temporary Easement" (as each such term is hereinafter defined), subject to and in accordance with the terms and conditions of this Agreement, and the City desires to accept the Permanent Easement, the Interim Easement and the Temporary Easement, subject to and in accordance with such terms and conditions; and

WHEREAS, Extell intends to (but has no obligation to) develop the Property and construct from time to time improvements thereon (such improvements, any additions thereto, and any alterations or changes to any such improvements are hereinafter referred to as "**Grantor Improvements**") and/or lease or convey the Property to successors, assigns, or lessees for such purposes;

NOW, THEREFORE, in consideration of the covenants and mutual premises herein contained, and for good and valuable consideration received by Extell, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Permanent Easement; Grantor Reservations

(a) Exclusive Permanent Easement. Extell and the respective successors and assigns of both entities comprising Extell (collectively, "**Grantor**"), for the benefit and use of the City, including any department, bureau, board, commission, agency or instrumentality thereof, the City's corporate successors and "Permitted Assignees" (as hereinafter defined) (collectively, "**Grantee**"), as well as for the benefit and use of Grantee's licensees, lessees, contractors, agents, invitees, and designees, including, without limitation, the MTA (collectively, "**Grantee's Designees**"), do hereby grant, establish, create and declare an exclusive perpetual easement as more particularly described in Sections 1(a)(i), (ii), and (iii) below (the "**Permanent Easement**"), for the sole purposes of construction, installation, maintenance, repair, operation and inspection of the Subway Improvements, and passenger use thereof (the "**Subway Uses**"). This grant of the Permanent Easement is made by Grantor and accepted by the Grantee expressly subject to all of the terms and conditions of this Agreement. The Permanent Easement comprises the following areas of the Property (collectively, the "**Permanent Easement Area**"):

(i) The portions of the Property depicted as Sections 2 and 2A on Exhibit B annexed hereto and made part hereof, the metes and bounds of which are set forth as Sections 2 and 2A on Exhibit C annexed hereto and made part hereof;

(ii) The portions of the Property depicted as Section 3 on Exhibit B annexed hereto and made part hereof, the metes and bounds of which are set forth as Section 3 on Exhibit C annexed hereto and made part hereof (in which portion of the Permanent Easement Area a structure is intended to be constructed by Grantee and/or a Grantee Designee to house venting, mechanical and other equipment used, or intended to be used, for the operation and maintenance of the Extension (the "**Vent Building**")), but excluding the area (the "**Loading Dock Area**") depicted as Section 5 on Exhibit B, annexed hereto and made a part hereof, the

metes and bounds of which are set forth as Section 5 on Exhibit C annexed hereto and made part hereof; and.

(iii) The portions of the Property depicted as Sections 1, 6 and 7 on Exhibit B annexed hereto and made part hereof, the metes and bounds of which are set forth as Sections 1, 6 and 7 on Exhibit C annexed hereto and made part hereof.

For the avoidance of doubt, the "Grantor Sidewalk Access Areas" (as hereinafter defined) are not deemed to be part of the Permanent Easement Area for purposes of this Agreement.

(b) Non-Exclusive Permanent Easement. Grantor, for the benefit and use of Grantee, as well as for the benefit and use of Grantee's Designees, does hereby grant, establish, create and declare non-exclusive perpetual easements (the "**Grantor Sidewalk Access Easements**") over and across the areas depicted on Exhibit D annexed hereto and made part hereof (the "**Grantor Sidewalk Access Areas**") for the sole and limited purpose of access for personnel, vehicles and equipment to and from the Vent Building and other Subway Improvements. This grant of the Grantor Sidewalk Access Easements is made by Grantor and accepted by the Grantee expressly subject to all of the terms and conditions of this Agreement. Grantee acknowledges that the Grantor Sidewalk Access Areas may be used by Grantor and other persons and entities, including, without limitation, the general public, provided that Grantor may not construct improvements at or use the Grantor Sidewalk Access Areas in a manner that unreasonably impairs Grantee's and Grantee Designees' permitted use of the Grantor Sidewalk Access Areas.

(c) Notwithstanding anything to the contrary contained herein, Grantor hereby declares and/or reserves, for the benefit of itself and "Grantor's Designees" (as hereinafter defined), and the grant of each and all of the Permanent Easement, Interim Easement and, if applicable, the Temporary Easement, are expressly subject to, the following rights (the "**Grantor Use and Access Rights**"), which Grantor Use and Access Rights shall, as provided in Section 2 hereof, inclusive of the application of Section 2(b), be subject to the "MTA Authority Conditions and Limitations" (as hereinafter defined):

(i) After the expiration of the "Term" (as hereinafter defined), the right to enter upon, and to authorize its lessees, licensees, contractors, agents and other designees (collectively "**Grantor's Designees**") to enter upon, the Permanent Easement Area and Interim Easement Area for the purposes of inspection, maintenance, and repair of the "Load Bearing Subway Improvements" (as hereinafter defined) in accordance with this Agreement. Grantor shall provide not less than five (5) days notice to the MTA prior to each proposed entry for such purpose, provided however, that, upon receipt of any such notice, the MTA may notify Grantor within such five (5) day period that a delayed entry is reasonably required in good faith by the MTA.

(ii) After the expiration of the Term, the right to enter upon, and to authorize Grantor's Designees to enter upon, the Permanent Easement Area and the Interim Easement Area for the purposes of construction, inspection, maintenance, and repair of Grantor Improvements, and the removal of "Interim Area Structures" (as hereinafter defined) in connection therewith, in accordance with this Agreement. Grantor shall notify Grantee and the

MTA concerning the commencement of construction of Grantor Improvements, and Grantee shall cause the MTA to designate a person or persons with whom Grantor shall coordinate any such entry.

(iii) The right to enter upon, and to authorize Grantor's Designees to enter upon, the Permanent Easement Area, Interim Easement Area and Temporary Easement Area to address, in the most limited manner as is reasonably possible given the emergency circumstances, a condition that has arisen in the Permanent Easement Area which presents a clear, serious and imminent danger to persons at the Property or a clear, serious and imminent risk of damage or destruction of Grantor Improvements (an "**Emergency Condition**"), and which is not being appropriately addressed by Grantee or Grantee's Designees given the Emergency Condition. Grantor and Grantor's Designees shall use all reasonable efforts in good faith to provide advance notice of any kind (i.e., written, oral or otherwise) to Grantee and the MTA prior to so addressing an Emergency Condition, and shall provide written notice to Grantee and the MTA of any entry by Grantor or Grantor's Designees for Emergency Condition purposes as soon as reasonably practicable thereafter.

(iv) The right to have Grantor Improvements encroach into the Permanent Easement Area but solely by reason of settling and any associated shifting of Grantor Improvements subsequent to their construction, provided that such Grantor Improvements were constructed in accordance with this Agreement, and applicable "Requirements" (as hereinafter defined), and the encroachments do not adversely impact Subway Uses or Subway Improvements.

(v) The right to replace the "Façade" (as hereinafter defined), despite the same being within the bounds of the Permanent Easement Area, subject to and as provided in Section 11 of this Agreement and to maintain the same at all times.

(vi) The right ("**Grantor's Support and Connection Rights**") to have the Grantor Improvements connect to and derive support from the "Load Bearing Subway Improvements" at the "Connection Locations" (as hereinafter defined) in accordance with the "Load Specifications" (as hereinafter defined) and subject to and in accordance with the terms and conditions of this Agreement.

(vii) The right ("**Grantor Foundation Rights**") to construct foundation elements for Grantor Improvements in the "Grantor Area" (as hereinafter defined) but in close proximity to the Permanent Easement Area, as shown, identified and/or described in the "Baseline Plans" (as hereinafter defined).

(viii) The right to enter the Property during the Term to observe the construction of the Subway Improvements set forth in the Plans monthly or more frequently as reasonably necessary or appropriate in the good faith judgment of Grantor. Grantee shall cause the MTA to designate a person or persons with whom Grantor shall coordinate any such entry.

(ix) Any other rights which Grantor may have under this Agreement.

2. MTA Authority.

(a) Notwithstanding anything to the contrary in this Agreement, but subject in all cases to the terms of Section 2(b) below, nothing in this Agreement shall limit or be construed as limiting the MTA's authority (or the authority of any successor operator of the New York City subway system) (the "**MTA Authority**") to impose, pursuant to any applicable federal, New York State or New York City law, rule or regulation, or pursuant to any rule, regulation or policy adopted by or otherwise established by the MTA in connection therewith or in furtherance of its responsibilities to operate and maintain the safety and security of the New York City subway system, any conditions or limitations (hereinafter, "**MTA Authority Conditions and Limitations**") regarding the scope or exercise by Grantor or Grantor's Designees of the Grantor Use and Access Rights, including, without limitation, any conditions or limitations that are inconsistent with the Grantor Use and Access Rights or any other conditions and/or limitations described in this Agreement.

(b) Without limiting subsection (a) above, in the event that the MTA imposes any MTA Authority Conditions and Limitations that are inconsistent with any of the Grantor Use and Access Rights or any other rights of Grantor described in this Agreement, the MTA's imposition thereof may be treated by Grantor as a breach of this Agreement by Grantee for which the remedies described in Section 20 are available to Grantor, except that the MTA's imposition of MTA Authority Conditions and Limitations regarding the construction means and methods for Grantor Improvements that are commensurate with conditions and limitations on construction means and methods imposed by the MTA on other development projects in the vicinity of subway facilities shall not constitute a breach of this Agreement by Grantee. For the avoidance of doubt, notwithstanding the MTA Authority, any failure on the part of Grantee to cause the MTA to accept or recognize Grantor's rights under this Agreement or to permit Grantor to exercise any such rights and/or otherwise cooperate therewith shall constitute, as applicable, either a "Deviation" (as hereinafter defined) or a breach by Grantee for purposes of this Agreement.

3. Grants of Temporary Easement and Interim Easement.

(a) Grant of Temporary Easement. Grantor, for the benefit and use of Grantee, as well as for the benefit and use of Grantee's Designees, does hereby grant, establish, create and declare an exclusive, temporary easement (the "**Temporary Easement**") at, above, and under and through the entire Property (the "**Temporary Easement Area**") during the "Term" (as hereinafter defined), solely for purposes of the Subway Uses and for construction of the segment of Hudson Park and Boulevard between West 33rd and West 34th Streets (the "**Southern Segment of Hudson Park and Boulevard**"). This grant of Temporary Easement is made by Grantor and accepted by Grantee expressly subject to all of the terms and conditions of this Agreement.

(i) The Temporary Easement shall have an initial term (the "**Initial Term**") commencing on the effective date of this Agreement and expiring on December 31, 2014. The term of the Temporary Easement shall, if applicable, be extended as described in Section 6(c) below (such extension, if applicable, being herein called the "**Extension Term**"). The Initial Term and the Extension Term, if any, are hereinafter referred to collectively as the "**Term**".

(ii) Without limiting Grantee's Temporary Easement rights in any manner, but in recognition of the fact that it is in the best interest of the City to advance private development at the Property as soon as practicable, if, during the Term, Grantor submits to Grantee and the MTA a construction plan which indicates with a reasonable degree of specificity how Grantor's Designees would perform construction work at the Property for Grantor Improvements during the Term, and which demonstrates that such Grantor Designee construction work would not have any material, adverse impacts on the construction cost or schedule of the Extension or the Southern Segment of Hudson Park and Boulevard, as determined by Grantee and the MTA in their sole but good faith discretion, then Grantee shall use all reasonable efforts in good faith to cause the MTA to accept such plan and/or to enter into discussions with Grantor to modify such plan as necessary to make it acceptable to the MTA. In the event that any such plan is accepted by Grantee and MTA, Grantor's Use and Access Rights shall be deemed to be modified accordingly to permit such work.

(b) Interim Easement. Grantor, for the benefit and use of Grantee, as well as for the benefit and use of Grantee's Designees, does hereby grant, establish, create and declare an exclusive, interim easement (the "**Interim Easement**") in the two (2) areas (collectively, the "**Interim Easement Area**") depicted as Sections 3A and 4 in Exhibit B annexed hereto and made part hereof, the metes and bounds of which are set forth as Sections 3A and 4 on Exhibit C annexed hereto and made part hereof, solely for the purpose of construction, installation, maintenance, repair, operation and inspection of (i) a parapet wall and a stairwell headhouse on the roof of the Vent Building and (ii) a temporary surface along the wall on the northern face of the Vent Building (collectively, the "**Interim Area Structures**"). This grant of Interim Easement is made by Grantor and accepted by Grantee expressly subject to all of the terms and conditions of this Agreement. With regard to the Interim Area Structures:

(i) Grantee shall have no obligation to remove the Interim Area Structures.

(ii) Grantor shall have the right (but not the obligation), at the cost and expense of Grantor, to remove the Interim Area Structures in connection with the construction of any Grantor Improvement that will connect to the roof or northern face of the Vent Building.

(iii) During Grantor's removal of the Interim Area Structures, Grantor shall cause the Interim Easement Area to remain in compliance with applicable Requirements. In the event that, after Grantor's removal of all or a portion of the Interim Area Structures, the construction of the Grantor Improvements in the Interim Easement Area is materially delayed or abandoned, Grantor shall reconstruct the Interim Area Structures if and to the extent necessary to cause the Interim Easement Area to be in compliance with applicable Requirements. Should Grantor fail, if the same is dictated by applicable Requirements, to so reconstruct, then, upon not less than thirty (30) days' notice from Grantee, Grantee shall have the right to reconstruct (at Grantor's cost) if within such thirty (30) day period Grantor has not commenced or recommenced the reconstruction and thereafter continues to pursue the reconstruction to completion with reasonable diligence.

(iv) Upon the construction of Grantor Improvements in the Interim Easement Area such that the Interim Area Structures are no longer required to cause the Interim

Easement Area to be in compliance with applicable Requirements, the Interim Easement shall automatically terminate. Upon request of either of Grantor or Grantee, the other party shall execute and deliver written confirmation in recordable form evidencing the termination, as aforesaid, of the Interim Easement, provided, however, that the failure to so execute or deliver such written confirmation shall not affect such termination in accordance with the provisions hereof.

(c) Requirements. For the purposes of this Agreement, the term "**Requirements**" shall mean any and all laws, rules, regulations, orders, ordinances, statutes, codes, executive orders, resolutions and requirements of all federal, state or local governmental authorities applicable to the Property, any improvements at the Property and the construction thereof, or any street, road, avenue or sidewalk in front of or adjacent to the Property including, without limitation, "Environmental Laws" (as hereinafter defined).

4. Plans and Specifications for the Subway Improvements and Loading Dock Area

(a) Attached hereto as Exhibit E and made a part hereof is an index of the plans and specifications in effect as of the date of this Agreement for the core and shell of the Subway Improvements to be constructed in the Permanent Easement Area and Interim Easement Area [such plans, as the same shall be amended with "Agreed Changes" (as hereinafter defined) are hereinafter collectively called the "**Baseline Plans**"]. The Baseline Plans are incorporated herein and made a part hereof by reference, and include, without limitation, the following:

(i) the plans, specifications and load criteria for all of the columns and other structures designed to be capable of providing direct or indirect load bearing support for future Grantor Improvements (all such columns and all other structures located in the Permanent Easement Area are referred to collectively as "**Load Bearing Subway Improvements**"), (including, without limitation, (x) the roof and walls of the Vent Building and the columns arising out of the Vent Building and (y) the structural elements of the escalator tunnels);

(ii) the locations (the "**Connection Locations**") at which Grantor Improvements may connect to Load Bearing Subway Improvements;

(iii) the load specifications ("**Load Specifications**") for each of the Load Bearing Subway Improvements;

(iv) the portions of the Grantor Area in which Grantor may and may not exercise Grantor Foundation Rights; and

(v) the future grade of the street bed of the portion of West 33rd Street (after re-grading work to be performed by the City) abutting the Loading Dock Area which, for the avoidance of doubt, shall be no more than four inches (4") above or below elevation 131'-4" in MTA/NYCT Datum; MTA/NYCT = Manhattan Datum Elevation + 100.097'.

In addition, (i) concurrently with the execution and delivery of this Agreement, the Parties have initialed four (4) sets of two (2) read-only computer disks containing complete sets of the Baseline Plans, with each of Grantor and Grantee retaining two (2) such initialed sets and (ii) in

the event of any dispute as to what constitutes the Baseline Plans, such initialed read-only sets of computer disks containing complete sets of the Baseline Plans shall be deemed to supersede anything to the contrary other than a document (or disk) subsequently initialed and dated by all Parties which, if so initialed and dated, shall control as to the information set forth in such initialed and dated document (or disk).

(b) While the Loading Dock Area is not part of the Subway Improvements, the Baseline Plans also include the plans and specifications for the Loading Dock Area.

(c) Nothing in this Agreement shall be construed or interpreted or otherwise relied upon as (i) an opinion, determination or representation by Grantor that the Baseline Plans and/or the "Plans" (as hereinafter defined) comply with applicable Requirements or that Subway Improvements constructed in accordance with the Baseline Plans and/or Plans shall be adequate for their intended use or (ii) a waiver by Grantor of any of Grantee's obligations under this Agreement.

(d) Notwithstanding anything to the contrary in the foregoing, Grantee shall have right to amend the Baseline Plans at any time in its sole discretion (the Baseline Plans, as amended, if applicable, the "**Plans**").

(e) Notwithstanding anything to the contrary in the foregoing, the Parties acknowledge that the design concepts (the "**Agreed Changes**") described or referred to in the letter from MTACC to Parsons Brinckerhoff dated October 12, 2010 regarding "No. 7 Subway Extension – Modifications to Contract Drawings for Contract C-26510 in connection with Easement Agreement between Extell and the City of New York concerning Block 705, Lots 1, 5 and part of 54" (the "**Agreed Changes Letter**") have been agreed but have not yet been incorporated into (and thus are not yet reflected in) the Baseline Plans. The Agreed Changes Letter is incorporated herein by reference and made a part of hereof.

(i) The Parties agree to cooperate in good faith to cause the Baseline Plans to be amended to incorporate or reflect the Agreed Changes, as applicable, as promptly as possible following the date hereof, but in any event within ninety (90) days following the date hereof.

(ii) Notwithstanding any load specification information that may be indicated in the "Raised Slab Sketches" with respect to the area of the "Raised Slab Design" (as such terms are defined in the Agreed Changes Letter), Grantor acknowledges that such load specification information was prepared by WSP Cantor Seinuk and was not analyzed or confirmed by the MTA or its design consultant. Therefore, Grantor acknowledges and agrees that such load specification information shall not constitute or be deemed to be Load Specifications as defined in this Agreement, and that the Load Specifications for the area of the Raised Slab Design shall be the "Current Raised Slab Load Specifications" (as defined in the Agreed Changes Letter) unless otherwise agreed by the MTA.

5. Construction of Subway Improvements.

(a) Grantee, at its sole cost and expense, shall construct or cause to be constructed the Load Bearing Subway Improvements and the Loading Dock Area on or before December 31, 2014 unless such deadline is not reasonably capable of being met, in which case such construction shall be completed as soon as is thereafter possible, but in no event later than July 18, 2016.

(b) Certain Definitions. For the purposes of this Agreement, the following terms shall have the definitions specified below:

(i) **Deviation** shall mean (A) each and every difference between the Baseline Plans [including, without limitation, for the Façade (as hereinafter defined)], and the Subway Improvements as constructed (including, without limitation, the Façade), (B) the extent, if any, to which the vibrations of the Vent Building at such time as the Vent Building becomes fully operational exceed the "Vent Building Vibration Standard" (as hereinafter defined), (C) the extent, if any, to which the noise generated by the operation of the Vent Building at such time as the Vent Building becomes fully operational exceeds the "Vent Building Noise Standard" (as hereinafter defined), and (D) Grantee's denial of and/or refusal to honor any one or more of Grantor's Support and Connection Rights and/or Grantor's Foundation Rights, whether by the MTA's imposition of MTA Authority Conditions and Limitations or otherwise, which denial and/or refusal to honor occurs prior to the date on which Unresolved Deviations are submitted to arbitration pursuant to Article 14 below. Any Grantee denial and/or refusal to honor any of Grantor's Support and Connection Rights and/or Grantor's Foundation Rights, whether by the MTA's imposition of MTA Authority Conditions and Limitations or otherwise, which occurs after the date on which Unresolved Deviations are submitted to arbitration pursuant to Article 14 below shall not constitute a "Deviation", but may be treated by Grantor as a breach of this Agreement by Grantee for which the remedies described in Section 20 are available to Grantor, and the Parties agree that the monetary damages for any such breach shall be determined utilizing the Valuation Guidelines set forth in Section 14(d).

(ii) **"Deviation Information"** means both (A) amplification drawings that show any proposed or actual changes to the Baseline Plans and/or to subsequent versions of the Plans and (B) non-conformance reports regarding the construction of the Subway Improvements and the Loading Dock Area as described in the Baseline Plans.

(c) During the Term, Grantee shall cause the MTA to (i) regularly coordinate with, and advise Grantor of, the availability of Deviation Information and (ii) make available to Grantor at MTA's offices during MTA business hours, within three (3) business days after the MTA's receipt thereof, all Deviation Information, and all other construction reports and test results (including, without limitation, reinforced steel inspections, concrete inspections, surveys, construction and logistics schedules) prepared or obtained by the MTA that concern or otherwise affect or relate to any of the Load Bearing Subway Improvements and the Loading Dock Area.

(d) Grantor may (but shall not be obligated to) submit comments on any Deviation Information to Grantee and/or the MTA, provided that, without limiting any of Grantor's other rights or Grantee's other obligations under this Agreement, neither Grantee nor the MTA shall have any obligation to respond to Grantor's comments or to make any design or construction changes in response thereto.

(e) Subject to and without limiting Article 14 or any other terms or conditions of this Agreement, Grantee shall have the right to construct or cause to be constructed the Subway Improvements with Deviations.

(f) Grantee shall cause the MTA to make Grantor a third party beneficiary of any and all warranties obtained by the MTA concerning the Load Bearing Subway Improvements and the Loading Dock Area, or the construction thereof.

(g) Grantee shall be responsible for all costs and expenses of the construction of Subway Improvements, and shall cause the Subway Improvements as described in the Plans to be constructed in a good and workmanlike manner.

(h) Grantee, at its sole cost and expense, shall promptly procure the cancellation or discharge of all notices of violation filed against the Property arising from or otherwise connected with the Subway Improvements which are issued by any public authority having or asserting jurisdiction. Grantee acknowledges that it is of the utmost importance to Grantor that no liens be filed against the Property as a result of Grantee's, or Grantee's Designees', acts or omissions or otherwise as the result of the construction or existence of the Subway Improvements. Therefore, if any mechanic's lien is filed against the Property for work claimed to have been done or materials claimed to have been furnished to Grantee or Grantee's Designees, it shall be discharged by Grantee within thirty (30) days thereafter, at Grantee's sole cost and expense, by filing the bond required by law or payment or otherwise. If Grantee fails to discharge such lien within such thirty (30) day period, then Grantor, upon five (5) days' prior Notice to Grantee, shall have the right to discharge same (by filing the bond required by law or by payment in full of the mechanic's lien or otherwise) and Grantor's cost and expense in obtaining such discharge shall be repaid in full by Grantee to Grantor within thirty (30) days after written demand therefore. For avoidance of doubt, it is understood and agreed that, in the event the Subway Improvements are "public improvements" for purposes of the Lien Law of the State of New York, Grantor shall have no obligation with regard to the posting of collateral. Grantee shall indemnify, defend, save and hold Grantor harmless from and against all loss, cost, expense, damage, charge, claim, or liability of every kind suffered or incurred by Grantor as a result of any such mechanic's lien or claim or the posting of such collateral, including, without limitation, Grantor's reasonable attorneys' fees, costs and expenses.

(i) Grantee shall cause the MTA to forward to Grantor, promptly following the MTA's receipt thereof, all "as built" plans for the Subway Improvements as described in the Plans, or any portion(s) thereof, and, upon Grantor's request, to make shop drawings for the Subway Improvements, or any portion(s) thereof, available to Grantor for inspection and copying (at Grantor's reasonable expense). In the event of any subsequent changes to any Subway Improvements that concern or otherwise affect or relate to any of the Load Bearing Subway Improvements and the Loading Dock Area, Grantee shall cause the MTA to provide the applicable portions of the revised "as built" plans to Grantor promptly following MTA's receipt of revised "as built" plans for the Subway Improvements. Grantor shall have a non-exclusive, irrevocable license to use such "as built" plans solely as may be required and/or reasonably necessary for or in connection with the construction, repair, maintenance and/or operations of the Grantor Improvements without paying any compensation therefor.

(j) Grantor shall exercise all reasonable efforts to maintain, and to cause all "Grantor Related Parties" (as hereinafter defined) to maintain, the Plans and all other design and/or construction related documents concerning the Subway Improvements that were prepared by the MTA or its consultants or contractors and, if applicable, the portion of any plans prepared by Grantor or its consultants or contractors for Grantor Improvements which depict Subway Improvements (collectively, the "Confidential Information") in strict confidence as follows with regard to Confidential Information that comes into the possession of Grantor or Grantor's Designees in connection with this Agreement and that is not otherwise publicly available:

(A) "Grantor Related Parties" shall mean Grantor's Designees, each of Grantor's and Grantor's Designees' respective principals, directors, officers, partners, members, employees, potential investors, investors, potential purchasers, purchasers, potential tenants, tenants, potential lenders, lender(s), and any independent outside professionals (e.g., attorneys, accountants, architects, engineers, contractors, consultants, etc.) retained by Grantor or Grantor's Designees in connection with the design, construction, repair, maintenance and/or operations of the Grantor Improvements and anyone else that, in Grantor's reasonable opinion, has a legitimate need to review the Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, if any federal, state or local governmental authority requests or requires that Grantor disclose any Confidential Information in connection with the development or construction of Grantor Improvements or the Property, then Grantor may disclose such Confidential Information, but such federal, state or local governmental authority shall not be deemed one of the "Grantor Related Parties" and in no such event shall Grantor be liable whatsoever in connection with any such disclosure of Confidential Information to, or the further disclosure by, any such federal, state or local governmental authority or any of its directors, officers, employee or agents.

(B) Grantor shall advise each of the Grantor Related Parties who may receive Confidential Information of their obligation to maintain the confidentiality thereof. At Grantee's sole cost and expense, Grantor shall (and shall cause the Grantor Related Parties to) cooperate and provide Grantee or the MTA any assistance necessary to ensure the confidentiality of the Confidential Information.

(C) Neither Grantor nor any of the Grantor Related Parties shall sell, transfer, transmit (electronically or otherwise), disclose, display or otherwise make available to anyone other than Grantor or Grantor Related Parties any part of such Confidential Information without the prior written consent of Grantee and the MTA. Neither Grantor nor any of the Grantor Related Parties shall publicly circulate in any form or media any Confidential Information or any reports, studies, analyses, recommendations or any other materials whatsoever concerning the Confidential Information without first obtaining the written approval of Grantee and the MTA. To the fullest extent permitted by law, Grantor shall (and shall cause the Grantor Related Parties to) not issue any news release relating to or otherwise publicize the Subway Improvements without first obtaining the written approval of Grantee and the MTA.

(D) At the completion of the Grantor Improvements, any Confidential Information that is retained by Grantor shall be certified as such and shall be maintained in a secure facility until the Confidential Information is returned to the MTA or destroyed such that recognition or reconstruction of the Confidential Information is precluded. Unless otherwise

permitted by the MTA, cross-cut shredding of hardcopy items, physical destruction of diskettes, floppies, CDs, DVDs, and any other recordable media, deleting of electronic items by permanent deletion or non-retrievable/irreversible placement in delete-overwrite status are acceptable methods of destruction with respect to documents or materials containing Confidential Information.

(E) If Grantor or any of the Grantor Related Parties learns or believes that Confidential Information has been released, or believes that Confidential Information is about to be released, by Grantor or any of the Grantor Related Parties in a manner that violates this Agreement, Grantee and the MTA should be notified immediately.

(F) The confidentiality obligations as set forth in this Agreement shall continue until specifically released by Grantee and the MTA in writing, except where release thereof has been finally ordered by a court of competent jurisdiction. In the event that Grantor and/or any of the Grantor Related Parties are requested to disclose any Confidential Information to comply with a subpoena, order, civil investigation, demand or similar process issued by a court of competent jurisdiction or by a governmental body or regulator, such disclosure shall not constitute a violation of this Agreement; provided, however, that (1) unless prohibited by applicable law or regulation, Grantor shall use all reasonable efforts to provide Grantee and the MTA with advance notice of such request as to afford Grantee and the MTA the opportunity to take available legal steps to resist or narrow the scope of such request; (2) if Grantee or the MTA undertakes legal action against such request, including, but not limited to, seeking a protective order or other appropriate remedy, Grantor shall, at the Grantee's sole cost and expense, use commercially reasonable efforts to assist Grantee or the MTA with such action; and (3) if Confidential Information is provided pursuant to such request Grantor shall, at Grantee's sole cost and expense, use commercially reasonable efforts to ensure that the recipient of such Confidential Information maintains its confidentiality pursuant to this Section.

(G) In the event of any breach of the foregoing provisions, damages may not be an adequate remedy and Grantee shall be entitled to injunctive relief to restrain any such breach or threatened breach. Grantor shall be responsible for any breach of this Agreement by any of its Grantor Related Parties.

(k) Grantee shall arrange for all necessary electrical service and/or other necessary utilities for Subway Uses directly with the public utility companies, and shall pay for the same at its sole cost and expense.

(l) For the avoidance of doubt:

(i) except with regard to the excavation support system noted on the Baseline Plans, Grantee shall not have the right to construct or permit, allow or cause others to construct, any buildings and/or improvements in any areas of the Property other than the Permanent Easement Area and, to the limited extent permitted by this Agreement, the Interim Easement Area; and

(ii) once the Subway Improvements are completed pursuant to the terms of this Agreement, Grantee shall not have the right to, or permit, allow or cause others to,

alter the Load Bearing Subway Improvements and/or the Loading Dock Area in any manner which would have an adverse effect upon the Grantor Improvements, except as Grantor may agree in writing in its sole discretion.

6. Delivery Conditions, Extension Term

(a) The conditions described in subsections (i) through (v) below are hereinafter referred to collectively as the “**Delivery Conditions**”:

(i) Grantee has quit and surrendered to Grantor the entirety of the Property other than (x) the Permanent Easement Area and (y) to the extent still subject to the Interim Easement, the Interim Easement Area [the area of the Property other than the Permanent Easement Area and Interim Easement Area (to the extent still subject to the Interim Easement) is hereinafter referred to the “**Grantor Area**”], and has delivered the Grantor Area to Grantor with all improvements thereon removed or demolished (except that with respect to excavation support systems, Grantee’s obligation shall be limited to de-tensioning the tiebacks and removing the above-grade portions of the excavation support systems), and free and clear of any and all occupants, property, material and trash and in a neat, clean and graded condition and in compliance with Grantee’s obligations under Article 19 below. Notwithstanding the foregoing, with respect to the portion of Lot 1 which is not to be excavated as set forth in the Baseline Plans (the “**Former Copa Site**”), Grantee’s re-grading obligation shall be limited to backfilling such area to a grade equal to that of the segment of 11th Avenue adjacent to the Former Copa Site, but, after such backfilling is completed, Grantee shall have no obligation to undertake additional backfilling in the event of any settling. Further, Grantee shall not be obligated to remove any debris present, as of the date of this Agreement, at the Former Copa Site, provided however, that to the extent that the activities at the Property of Grantee and/or Grantee’s designees disturbs or damages such area resulting in the need to remove or remediate debris or perform other work thereat, then Grantee shall, at the sole cost and expense of Grantee, be responsible therefor.

(ii) Grantee shall have executed and delivered to Grantor written confirmation in recordable form evidencing the termination of the Temporary Easement.

(iii) Grantee has ceased to perform any construction activity in the Permanent Easement Area that would materially interfere with the use of the Grantor Area by Grantor or Grantor’s Designees for purposes of construction or operation of Grantor Improvements.

(iv) Grantee has delivered to Grantor a copy, certified by the MTA to be a true, correct complete copy, of the “Certification of Substantial Completion” (as defined in MTA Contract C-26510) received by the MTA for the Subway Improvements that include all of the Load Bearing Subway Improvements, Connection Locations, and the Loading Dock Area (as the same are then shown in the Plans).

(v) Whether or not required by any Requirement, the New York City Department of Environmental Protection has issued a “Notice to Proceed” with respect to the construction of the Subway Improvements.

(b) Upon Grantee's good faith determination that all of the Delivery Conditions have been satisfied, Grantee shall provide Grantor with notice thereof. Such determination by Grantee shall be subject to Grantor's acceptance, not to be unreasonably withheld or delayed, and Grantor may request any information reasonably necessary or appropriate to evaluate Grantee's determination. If Grantor objects to such determination, Grantor shall promptly inform Grantee with reasonable specificity of the basis for such objection. With regard to the Delivery Conditions:

(i) In the event of any disputes as to whether the Delivery Conditions have been satisfied, the Parties shall cooperate reasonably and in good faith to resolve such disputes, but either Party shall have the right to cause such dispute to be submitted to arbitration by providing written notice of demand for arbitration to the other Party at any time after thirty (30) days has elapsed since the date of the giving of notice by Grantee that Grantee believes the Delivery Conditions have been satisfied. Such arbitration shall be conducted in accordance with the following standards:

(A) Arbitration shall be conducted in New York City and County by three (3) arbitrators in accordance with the provisions of the Commercial Arbitration Rules then promulgated by the American Arbitration Association ("AAA"). Each Party shall appoint one (1) arbitrator and the two (2) arbitrators shall then together appoint a third arbitrator. Each arbitrator shall be a reputable and disinterested person possessing at least ten (10) years experience in the construction industry in the City of New York, Borough of Manhattan. If for any reason an appropriately qualified arbitrator is not appointed, either Party may apply to the AAA for appointment of such arbitrator;

(B) The arbitrators shall render a decision with respect to each Delivery Condition as to which Grantor has disputed the satisfaction and which has been appropriately submitted to arbitration. A decision in which the majority of the arbitrators concur shall be binding and conclusive upon the Parties (the "**Arbitration Decision**"). In making their determination, the arbitrators shall (x) follow the terms and conditions set forth in this Agreement and (y) be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or otherwise modify such provisions; and

(C) Grantee and Grantor shall each have the right to appear and be represented by counsel before the arbitrators and to submit such data and memoranda in support of their respective positions with respect to the matter in dispute as may be reasonably necessary or appropriate in the circumstances. Grantee and Grantor agree to sign all documents and to do all other things reasonably necessary to submit any such matter to arbitration and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the Arbitration Decision. Notwithstanding anything in this Agreement to the contrary, in connection with any arbitration proceeding pursuant to the terms of this Section 6, each Party shall (x) bear their own costs and expenses incurred in connection with the arbitration including, without limitation, its attorneys' fees and/or professional fees and (y) pay one-half (1/2) of the costs, fees and expenses of the arbitrator(s) and/or the arbitration itself.

(ii) If Grantee delivers a written notice of demand for arbitration to Grantor pursuant to subsection (b)(i) above, Grantee shall continue to pay the Daily Fee, but may elect to pay the Daily Fee into an interest-bearing escrow account held by a neutral third party reasonably satisfactory to Grantor upon escrow terms and conditions reasonably satisfactory to Grantor until such time as it is determined if the Delivery Conditions Satisfaction Date occurred as contended by Grantee. Upon such determination, the amount held in the escrow account (inclusive of interest) shall be distributed to Grantor and/or Grantee, as applicable, in accordance with the escrow agreement and if it is determined that the Delivery Conditions Satisfaction Date has not occurred (in which event Grantor shall receive the funds held in escrow), then the Daily Fee shall thereafter continue to be paid by Grantee directly to Grantor.

(iii) The first calendar day on which all of the Delivery Conditions are satisfied (as agreed by the Parties or determined in accordance with arbitration) is hereinafter referred to as the “**Delivery Conditions Satisfaction Date**”. For the avoidance of doubt, the Parties confirm that the state of the Subway Improvements and Loading Dock Area as of the Delivery Conditions Satisfaction Date shall be used for purposes of the determination and valuation of Deviations, unless Grantor exercises the “Self-Help Right” (as hereinafter defined), in which event (A) if the “Completion Work” (as hereinafter defined) is completed, then the state of the Subway Improvements and Loading Dock Area as they exist after the performance of the Completion Work shall be utilized for such purpose, (B) if the Completion Work is not completed because it is abandoned by Grantor (other than following a default by Grantee under this Agreement), then the state of the Load Bearing Subway Improvements and the Loading Dock Area which would have existed if Grantor had completed the Completion Work shall be utilized for such purpose or (C) if the Completion Work is not completed because it is abandoned by Grantor following a default by Grantee under this Agreement, then the state of the Load Bearing Subway Improvements and the Loading Dock Area as they exist on the date of abandonment of the Completion Work by Grantor shall be utilized for such purpose.

(c) In the event that the Delivery Conditions Satisfaction Date does not occur on or before the expiration of the Initial Term, then the Term shall be deemed extended for an Extension Period that shall commence as of January 1, 2015 and shall terminate in accordance with the following:

(i) The Extension Term shall automatically terminate upon the Delivery Conditions Satisfaction Date, as such date is determined in accordance with subsection 6(b) above. (For the avoidance of doubt, the continuing construction of Subway Improvements in the Permanent Easement Area or the existence of Interim Easement Structures in the Interim Easement Area after the expiration of the Initial Term shall not cause the Term to be extended for the Extension Term if the Delivery Conditions have been satisfied).

(ii) Grantee shall not have the right to terminate the Extension Term prior to July 18, 2016 if the Delivery Conditions Satisfaction Date has not yet occurred.

(iii) If the Delivery Conditions Satisfaction Date has not occurred by July 18, 2016, Grantee shall have the right to terminate the Extension Term at any time after such date upon not less than thirty (30) days prior written Notice to Grantor that Grantee has elected to surrender its Temporary Easement notwithstanding the non-occurrence of the Delivery

Conditions Satisfaction Date. Grantee's surrender (the "**Grantee Surrender**") shall be effective as of the later of the surrender date specified in the Notice of Grantee Surrender and Grantee's satisfaction of Delivery Conditions (i), (ii), (iii) and (v). In the event of a Grantee Surrender, the following shall apply:

(A) Grantee's failure to cause the Delivery Conditions Satisfaction Date to occur may be treated by Grantor as a breach of this Agreement for which Grantor shall have the right to seek any and all monetary damages available at law, excluding consequential, punitive or special damages, but specifically including, as a component of actual damages, costs and expenses incurred by Grantor as a result of its actual or anticipatory breach of binding rental space delivery commitments set forth in tenant leases or other agreements with respect to the rental space in the Grantor Improvements ("**Rental Space Delivery Commitments**"), except that for Grantor's damage claims, if any, arising out of its breach of Rental Space Delivery Commitments, the amount of such claims shall be limited to break-up fees, rent concessions for late delivery of tenant premises, and similar costs, that were commercially reasonable.

(B) In addition to, but not in lieu of, Grantor's remedies under subsection (A) above, Grantor may, but shall not be obligated, to elect to exercise a self-help right ("**Self-Help Right**") to perform or cause to be performed the work necessary to complete the Load Bearing Subway Improvements and the Loading Dock Area in accordance with, at Grantor's election, either (x) the Plans then in effect or (y) the Baseline Plans to the maximum extent achievable given the then state of construction of the Subway Improvements (such completion work in accordance with (x) or (y), as applicable, is herein collectively referred to as the "**Completion Work**"). If undertaken by Grantor, the Completion Work shall be at Grantee's sole cost and expense, to be paid by Grantee as more particularly set forth in this Agreement. In connection with the Self-Help Right:

(1) In order to exercise the Self-Help Right, Grantor must give written notice to Grantee of its election to do so within ninety (90) days after the termination of the Extension Period, and must begin the performance of the Completion Work within one hundred eighty (180) days after the termination of the Extension Period and thereafter perform the Completion Work reasonably diligently and continuously.

(2) Requisitions shall be submitted by Grantor to Grantee from time-to-time during the performance of the Completion Work. Within thirty (30) days after Grantor's submission to Grantee of a requisition, Grantee shall pay to Grantor and/or reimburse Grantor for the costs and expenses actually paid or incurred by Grantor to perform or cause to be performed the Completion Work as set forth in the requisition, provided that such costs and expenses were incurred by means of commercially reasonable, arms-length transactions. Each requisition shall indicate the amount to be paid and reimbursed to Grantor, shall describe in reasonable detail the costs and expenses covered by the requisition, and shall include appropriate supporting documentation evidencing the covered costs and expenses. Grantee shall have the right to reasonably request additional information or documentation so long as any such request is made within ten (10) days following receipt of a requisition. For the avoidance of doubt, the parties confirm that Grantor shall be entitled to be paid and/or reimbursed all of its costs and expenses incurred in connection with the Completion Work

however denominated (including, without limitation, hard costs, soft costs, in-house administrative and development costs, general conditions, mobilization costs, costs of required bonds or other security, etc.), it being understood and agreed that the full and complete cost to Grantor of the Completion Work is to be borne by Grantee, provided that such costs and expenses were incurred by means of commercially reasonable, arms-length transactions.

(3) Upon completion of the Completion Work, any amounts funded by Grantee to Grantor which were not used by Grantor to pay for the costs and expenses of the Completion Work shall be returned by Grantor to Grantee.

(4) If Grantor has elected to exercise its Self-Help Right, Grantee shall cause the MTA to fully cooperate with Grantor as if the MTA's own contractor was performing the Completion Work.

(d) Extension Term Rent. Grantor's actual damages will be substantial and material in the event that the Delivery Conditions are not satisfied by the expiration of the Initial Term, and difficult, if not impossible, to compute. Accordingly, Grantee shall be required to pay the following daily use fees (the "**Daily Fee**") during the Extension Term as liquidated damages, and not as a penalty, in lieu of any claim by Grantor for damages (direct, consequential or otherwise):

(i) For each calendar day from January 1, 2015 through April 30, 2015, Grantee shall be obligated to pay a Daily Fee of \$16,557.

(ii) For each calendar day from May 1, 2015 through October 31, 2015, Grantee shall be obligated to pay a Daily Fee of \$20,696.

(iii) For each calendar day from November 1, 2015 through the termination date of the Extension Period, Grantee shall be obligated to pay a Daily Fee to be computed for each calendar month as one hundred twenty percent (120%) of the Daily Fee payable with regard to the immediately preceding calendar month. For example: (i) for each calendar day of the month of November 2015, Grantee shall be obligated to pay a Daily Fee of \$24,835; (ii) for each calendar day of the month of December 2015, Grantee shall be obligated to pay a Daily Fee of \$29,803; (iii) for each calendar day of the month of January 2016, Grantee shall be obligated to pay a Daily Fee of \$35,763; (iv) etc.

(iv) Grantee shall make payment to Grantor of Daily Fees on a monthly basis, in arrears, on the fifteenth (15th) day of each calendar month beginning February 15, 2015 (with respect to the period January 1, 2015 through January 31, 2015).

For the avoidance of doubt, the Parties confirm that the Daily Fee shall be payable for each and every day that the Extension Term is in effect, including, without limitation, for each day subsequent to July 18, 2016 if neither the Delivery Conditions Satisfaction Date nor a valid Grantee Surrender has occurred.

7. Grantor Improvements.

(a) Grantor shall be solely responsible for obtaining any and all permits and approvals necessary for the construction and operation of Grantor Improvements as may be necessary pursuant to any Requirements and/or MTA Authority. Notwithstanding the foregoing,

(i) In connection with building permit applications for Grantor Improvements pursuant to the New York City Building Code, Grantee shall cause MTA to perform its review and approval process of plans for Grantor Improvements ("**Grantor Improvement Plans**") in the same manner in which the MTA conducts review and approval of proposed plans for third-party construction activity in the vicinity of subways in connection with the application for building permits for such work pursuant to the New York City Building Code; and

(ii) Grantee shall cause the MTA to provide with reasonable promptness any information and/or materials concerning the Subway Improvements (including, without limitation, available "as built" plans, professional certifications, and maintenance plans and records) and to fully cooperate with Grantor in its dealings with New York City and New York State agencies, including, without limitation, the New York City Departments of Buildings ("**NYCDOB**"), Transportation ("**NYCDOT**"), Environmental Protection ("**DEP**") and the New York State Department of Environmental Conservation ("**DEC**"), as is required or as may be reasonably necessary for Grantor to design Grantor Improvements, to obtain any and all necessary permits or approvals for the construction or occupancy of Grantor Improvements, to obtain insurance concerning such construction or occupancy, and/or to plan and undertake necessary maintenance. For purposes of the foregoing, any information or materials that are requested by any governmental and/or quasi-governmental authorities (including, without limitation, those specifically listed above) shall be deemed to be required.

(b) Grantee acknowledges that, without limiting any of Grantor's other rights or Grantee's other obligations under this Agreement, it is a material inducement to Grantor entering into this Agreement that Grantee:

(i) cause the MTA to accept and recognize, and permit Grantor, for the benefit of Grantor and Grantor's Designees, to exercise Grantor's Use and Access Rights;

(ii) cause the MTA to perform its review of Grantor Improvement Plans in accordance with subsection (a)(i) above;

(iii) cause the MTA to provide information, materials and cooperation in accordance with subsection (a)(ii) above; and

(iv) cause the types of fees charged by the MTA for any plan review or construction monitoring or inspection for or in connection with Grantor Improvements to be generally consistent with the types of fees then being charged by the MTA in connection with other private development projects in proximity to New York City subway facilities, and the amount of such fees, if any, shall be computed in accordance with the MTA's then applicable "Schedule of Rates for Services Rendered to Outside Parties".

(c) The construction by Grantor and/or Grantor's Designees of Grantor Improvements shall be performed with due regard for the safety and protection of the Subway

Improvements and for persons engaged in any Subway Uses, and in a manner that will minimize the effects of such construction on Subway Uses; it being understood and acknowledged (i) by Grantee that the Grantor Improvements will likely consist of a high rise building the construction of which in New York City in the vicinity of subway facilities inherently involves certain risks and effects on Subway Uses (e.g., erection of scaffolding in the vicinity of a subway station, temporary subway entrance closures, construction in or about the Vent Easement Area, etc.) and (ii) by Grantor that (A) once the Vent Building has become operational, it must remain operational at all times and (B) once the No. 7 subway station at 34th Street is in service, the MTA and/or public use of and access to such station must be available at all times.

(d) In the event that any damage is caused to any Subway Improvements by any construction or other work at the Property performed by Grantor or Grantor's Designees, Grantor shall promptly repair or cause to be repaired such damage. Should Grantor fail to do so, then, upon not less than thirty (30) days' notice from Grantee, Grantee shall have the right to repair such damage at Grantor's sole cost and expense, if within such thirty (30) day period, or such shorter period as is reasonable if the damage has created imminent or serious risk of danger or loss to persons or property, Grantor has not commenced such repair and thereafter continues to complete such repair with reasonable diligence.

(g) Annexed hereto as Exhibit F for informational purposes only is a letter from the MTA to the City in support of this Agreement (the "**MTA Letter of Support**"). The MTA Letter of Support is not intended to and shall not release Grantee from any of its obligations under this Agreement.

(h) Concurrently with the execution and delivery of this Agreement, and as a material inducement to Grantor to enter into this Agreement, Grantee has delivered to Grantor a letter dated October 12, 2010 from Robert K. Steel, in his capacity as the City's Deputy Mayor for Economic Development, to Gary Barnett, President of Grantor, concerning the future re-grading of West 33rd Street between 10th and 11th Avenues (the "West 33rd Street Letter").

(i) For avoidance of doubt, Grantee acknowledges that Grantor shall have no obligation to construct any Grantor Improvements.

8. Vibration and Noise Standards

(a) Vibrations

(i) Grantee acknowledges that, without limiting any of Grantor's other rights or Grantee's other obligations under this Agreement, it is a material inducement to Grantor that Grantee shall cause the MTA to operate the Vent Building such that, except in connection with shut down emergencies of the subway system and Vent Building ventilation system testing (which such testing for normal maintenance shall be performed between the hours of 10 pm and 7 am or as otherwise agreed to by the Parties), the vibrations generated at the Vent Building shall not exceed the standards set forth in ISO International Standard 2631-2, curve 4 (i.e., 16,000 micro-inches per second) (the "**Vent Building Vibration Standard**"). Each and every instance in which the vibrations generated at the Vent Building exceed the Vent Building Vibration Standard, other than in connection with shut down emergencies of the subway system and Vent

Building ventilation system testing as aforesaid, shall constitute a breach of this Agreement by Grantee, except if and to the extent any excess vibration of the Vent Building is attributable to Grantor's breach of subparagraph (ii) below.

(ii) Grantor shall cause Grantor Improvements to be designed and constructed in a manner such that vibrations of Grantor Improvements are not transmitted to the Vent Building to a degree that adversely impacts the operation of the Vent Building, such as, without limitation, by causing Vent Building vibrations to exceed the Vent Building Vibration Standard.

(b) Noise. Grantee acknowledges that it is also a material inducement to Grantor that Grantee shall cause the MTA to operate the Vent Building such that, except in connection with emergencies of the subway system or during testing of the Vent Building ventilation system (which such testing for normal maintenance shall be performed between the hours of 10 pm and 7 am or as otherwise agreed to by the Parties), the noise generated by the operation of the Vent Building shall not exceed 65 dBA as measured from any location at the Property that is exterior to the Grantor Improvements (the "**Vent Building Noise Standard**"). Each and every instance in which the noise generated by the Vent Building exceeds the Vent Building Noise Standard, other than in connection with emergencies of the subway system or Vent Building ventilation system testing as aforesaid, shall constitute a breach of this Agreement by Grantee.

9. Loading Dock Security Requirements

(a) In connection with Grantor's operation of the Loading Dock Area, Grantor shall comply with the loading dock security requirements attached hereto as Exhibit G (the "**Loading Dock Security Requirements**").

(b) Grantor shall be responsible for any and all costs and expenses associated with compliance with the Loading Dock Security Requirements.

(c) Notwithstanding anything to the contrary contained herein, if Grantor causes barriers to be installed in accordance with the Loading Dock Security Requirements, and engages or causes to be engaged a reputable and appropriately qualified security company to implement and perform the security procedures set forth in Paragraph 2 of the Loading Dock Security Requirements, and maintains such engagement in full force and effect at all times from and after the date on which Grantor or any of Grantor's Designees commences use of the Loading Dock Area, then, Grantor shall not be liable in any manner whatsoever for any breach of security or other failure of security in connection with its operation of the Loading Dock Area.

(d) At any time or from time-to-time, Grantor may seek Grantee's confirmation that a security company that Grantor has engaged or proposes to engage, as applicable, is "reputable and appropriately qualified" as described in subsection 9(c) above, by providing notice to Grantor and the MTA of the identity of the security company. Grantee shall respond to such notice within fifteen (15) days with either (i) confirmation that such security company is "reputable and appropriately qualified" or (ii) comments with reasonable specificity objecting to the security company's reputation and/or qualifications. If Grantee fails to so

respond, Grantor may provide a second notice in the same manner as the first notice, and if Grantee again fails to respond with either such confirmation or such comments within five (5) days, then, for the purposes of subsection 9(c) above, Grantor may not thereafter assert that the specified security company is not reputable and/or not appropriately qualified. Notwithstanding anything to the contrary, it is understood that Grantor may identify up to three (3) security companies in one (1) notice, and the foregoing provisions shall apply to all companies so identified.

10. Maintenance and Repair of the Load Bearing Subway Improvements.

(a) Grantor acknowledges that the MTA shall determine, in its sole discretion, the frequency, scope and quality of the inspection, maintenance and repair of Subway Improvements to be performed by the MTA for the benefit of the Extension, other than with regard to any "Supported Grantor Improvements" (as hereinafter defined). Notwithstanding the foregoing, Grantee shall cause the MTA to promptly make available to Grantor any inspection, testing or other reports prepared or obtained by the MTA that concern or relate to the condition or maintenance or repair of the Load Bearing Subway Improvements.

(b) From and after the commencement of construction of any Grantor Improvements that shall derive support from Load Bearing Subway Improvements ("**Supported Grantor Improvements**"), Grantor shall be obligated to maintain or cause to be maintained and repaired the Load Bearing Subway Improvements (but no other components of the Subway Improvements) as reasonably necessary to ensure that they continue to provide adequate support for Supported Grantor Improvements. Grantor shall perform such maintenance and repair at its own cost and expense, except that Grantee shall be obligated to reimburse Grantor or cause Grantor to be reimbursed for the costs and expenses of any such maintenance and/or repair that was necessitated by any damage or destruction caused by Grantee, the MTA and/or other Grantee Designees, or by any latent or patent defects in the Load Bearing Subway Improvements.

(c) In the event that the MTA determines in good faith, at any time, based upon appropriate inspection and/or testing by appropriately qualified personnel, that maintenance or repair of the Load Bearing Subway Improvements is then necessary for support of Supported Grantor Improvements, then the MTA and/or Grantee shall promptly so notify Grantor, together with information about the required maintenance and/or repair and supporting documentation. Should Grantor fail, within thirty (30) days of its receipt of such notice (or after such shorter notice period as the MTA may deem appropriate under the circumstances), to perform or commence to perform the specified maintenance and/or repair, or to demonstrate to the MTA's reasonable satisfaction that such maintenance and/or repair is not necessary, then the MTA shall have the right to perform such maintenance and/or repair at Grantor's cost and expense, and Grantor shall promptly reimburse the MTA upon the MTA's demand therefor.

(d) Notwithstanding anything to the contrary, from and after the Delivery Conditions Satisfaction Date, Grantor shall have the obligation to maintain the "stub-ups" (i.e., those portions of the Load Bearing Subway Improvements which consist of those portions of the columns arising out of the Permanent Easement Area) in such a manner that the same remain in

satisfactory condition to support the Grantor Improvements as and when constructed, it being understood that, from and after the Delivery Conditions Satisfaction Date, Grantee shall have no liability with regard to the "stub-ups", including, without limitation, Grantor's inability to thereafter utilize the Connection Locations to which such "stub-ups" relate due to deterioration or other damage, provided however, that nothing shall relieve Grantee of liability for damage caused by Grantee or any of Grantee's Designees.

11. Replacement of Vent Building Façade.

(a) It is acknowledged that three (3) faces (easterly, southerly and westerly) of the Vent Building façade (the "**Façade**") are designed and are to be constructed in a manner that will allow, subsequent to construction of the Vent Building, the original Façade to be removed and replaced with a Façade that in Grantor's sole opinion is consistent with the Grantor Improvements. In connection therewith, Grantee agrees that (i) the Façade shall not be constructed by Grantee or Grantee's Designees in a manner that makes the replacement thereof commercially impracticable and (ii) Grantee shall cause the MTA to allow Grantor to replace the Façade, subject only to the conditions set forth in subsection (b) below and (iii) Grantee shall cause the MTA to refrain from creating logistics with regard to the replacement of the Façade that are disproportionately onerous. For the avoidance of doubt, it is understood and acknowledged by the Parties that any replacement Façade installed by Grantor shall be located within the Permanent Easement Area.

(b) Grantor shall have no obligation to replace the Façade, but in the event that Grantor desires that the Façade be replaced, the following shall apply:

(i) Grantor shall submit a proposal (the "**Facade Replacement Proposal**") therefor to the MTA, with a copy to Grantee, which shall describe the proposed replacement design and work in reasonable detail and which shall include a construction and maintenance plan.

(ii) Grantee and the MTA shall consider the Facade Replacement Proposal reasonably and in good faith, provided, however, that notwithstanding anything to the contrary contained herein, Grantee agrees that neither Grantee nor the MTA shall have any right to approve the aesthetic aspects of the design and that Grantee shall cause the MTA to accept and approve the Facade Replacement Proposal if it satisfies the following two (2) conditions:

(A) Neither the replacement work nor the new Façade shall impair in a material manner the operation or security of the Subway Extension.

(B) Grantor agrees to be responsible for, with appropriate guarantees or security for such payment obligations, any and all costs of the Facade replacement work, including any customarily imposed MTA in-house and third party costs associated therewith.

(c) Grantor shall perform the Façade replacement work, if any. After the Façade replacement work is completed, Grantor shall be responsible for and shall perform all maintenance and repair of the replacement Façade.

(d) Prior to commencement of any Façade replacement work by Grantor, the MTA and Grantor shall enter into a separate agreement (and Grantee agrees to cause the MTA to do so) concerning the replacement Façade, including its design, the construction and maintenance thereof, Grantor's obligations with respect to Façade replacement construction and maintenance costs, and any terms and conditions related to the Façade replacement as may be appropriate, and to confirm that Grantor desires to proceed with the replacement work on all such terms and conditions.

12. Grantee's Payment Obligations

(a) (i) Simultaneously with the full execution of this Agreement, Grantee shall pay to Grantor the amount of \$33,885,825.00 (the "Lump Sum"), payable by the delivery to Grantor of a bank check payable to the order of "Strategic/Extell 34th Street, LLC" drawn on a bank which is a member of the New York Clearing House Association.

(ii) Notwithstanding anything to the contrary, the Parties agree and confirm that (A) the effectiveness and validity of this Easement Agreement is conditioned upon payment on and clearance in full of the aforesaid bank check, and (B) if the Lump Sum amount is not received by Grantor in fully available funds in due course for any reason whatsoever, then this Easement Agreement shall be and shall be deemed to be, for all purposes, null and void *ab initio*.

(b) Real Estate Taxes, Assessments, Water and Sewer Charges

(i) "**Taxes**" means any real property taxes which are assessed and levied against the Property, including all improvements thereon, or any part thereof, pursuant to the provisions of Chapter 58 of the New York City Charter and Title 11, Chapter 2 of the Administrative Code of the City of New York, as the same may be amended, or any successor enactment. The term "Taxes" does not include (A) any income, franchise, inheritance, capital stock, excise, excess profits, occupancy or rent, gift, estate, payroll or stamp taxes or foreign ownership or control taxes or any capital gains tax, deed tax or transfer tax, and mortgage recording tax imposed on Grantor by municipal, state or federal law, (B) any Business Improvement District assessments, (C) any expenses incurred by Grantor, including payments to attorneys and appraisers, in contesting the Taxes by tax certiorari proceedings; or (D) any penalties or interest.

(ii) Grantor shall be responsible for all Taxes, assessments, and water and sewer charges which may be levied against the Property, except as otherwise provided in subsection (iii) below.

(iii) (A) With respect to Taxes and water and sewer charges imposed or levied for any portion of the Term against the parcel currently identified as Block 705, Lot 1 ("**Lot 1 Charges**"), Grantor shall pay all Lot 1 Charges, but Grantee shall reimburse Grantor, on a semi-annual basis, for all Lot 1 Charges actually paid by Grantor, within thirty (30) days after Grantee's receipt of a requisition from Grantor therefor, provided that Grantor shall have included with the requisition appropriate backup information. If the parcel currently identified as Block 705, Lot 1 ("**Current Lot 1**") is merged with other parcels after the date of

this Agreement, then the following shall apply. Of the Taxes imposed or levied against the lot into which Current Lot 1 was merged (the "**New Lot**"), the portion for which Grantee shall reimburse Grantor shall be determined on a pro rata basis according to the ratio of the footprint areas of Current Lot 1 and the New Lot.

(B) At all times, Grantee will be responsible for any Taxes that are assessed against the Subway Improvements. As applicable, Grantee will be responsible for paying such Taxes directly to the assessing authority, or will reimburse Grantor for Grantor's payments thereof within thirty (30) days after Grantee's receipt of a requisition from Grantor therefor, provided that Grantor shall have included with the requisition appropriate backup information.

13. Title to Subway Improvements.

(a) Title to all Subway Improvements, including any repairs, replacements, changes, alterations and additions thereto, shall belong to Grantee and upon the termination of the Permanent Easement and this Agreement as set forth in Article 24 of this Agreement (an "**Easement Termination**") may be removed by Grantee. Notwithstanding the foregoing, in connection with an Easement Termination (i) Grantee may not remove any Load Bearing Subway Improvements and/or and Subway Improvements if such removal would have a physical adverse effect upon the Grantor's Improvements, (ii) Grantee shall (x) close and permanently secure all entrances to the Subway Improvements, including any that are not physically located within the Permanent Easement Area, (y) consult with Grantor to determine which elements of the Subway Improvements (other than Load Bearing Subway Improvements) and personal property in the Permanent Easement Area should be removed to enable Grantor to avoid the necessity of performing ongoing work to comply with any Requirements and/or to avoid the imposition of liability upon Grantor or Grantor's Designees, and, upon the basis of such consultation, Grantee shall remove those Subway Improvements and personal property indicated by Grantor and (z) otherwise leave the Subway Improvements in a maintenance-free condition that requires no subsequent repairs or maintenance by Grantor or Grantor's Designees (other than Load Bearing Subway Improvements and any repairs or maintenance that Grantor, in its sole discretion, may voluntarily elect in writing to undertake), and (iii) prior to any removal of any Subway Improvements by Grantee, Grantee shall advise Grantor in writing with specificity as to its intention to remove specific, identified Subway Improvements and its plan for doing so, and Grantee agrees that its right to effectuate such plan of removal shall be subject to the prior written approval of Grantor that such plan is acceptable to Grantor, which approval Grantor agrees will not be unreasonably withheld or delayed so long as such plan of removal does not involve any Load Bearing Subway Improvements and/or and Subway Improvements which would have an adverse effect upon the Grantor Improvements. Grantee shall repair and restore in a good and workmanlike manner any damage caused by such removal of any Subway Improvements and shall leave the Easement Areas free of debris. Any Subway Improvements remaining in the Easement Areas more than ninety (90) days following the termination of the Permanent Easement and this Agreement as set forth in Article 24 of this Agreement shall, automatically and without further act, be deemed abandoned by Grantee.

(b) Grantee acknowledges and agrees that neither Grantee, nor any Grantee Designees, nor any successors and/or assigns of any of them, are or shall be deemed (or if any of

them are or are deemed to be, they hereby agree to be deemed not to be), a "party in interest" as defined in Section 12-10(d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, or any other similar law or regulation, with respect to all or a portion of the Property. Without limiting the generality of the foregoing, Grantee, on behalf of itself, all Grantee Designees, and any successors and/or assigns of any of them, hereby (i) waives any right to consent, and is hereby deemed to have consented to, the execution, delivery or recordation of any zoning lot description and ownership statement, declaration of zoning lot restrictions or any other related agreements, statements, declarations or other documents by Grantor and its successors or assigns and (ii) waives any right to execute a declaration of zoning lot restrictions or any other related agreements, statements, declarations or other documents.

14. Compensation for Deviations, Arbitration.

(a) Within three (3) months after the earlier to occur of (i) the completion of the Subway Improvements (whether by Grantee or, if applicable, by Grantor pursuant to the Self-Help Right) or (ii) the Delivery Conditions Satisfaction Date, Grantee shall provide to Grantor a complete list of all Deviations, if any, together with documentation reasonably sufficient to identify and describe each Deviation in detail ("**Grantee's Final Deviation Report**"). Reference is hereby made to Section 6(b)(iii) for purposes of what shall be deemed to constitute the state of the Subway Improvements for the determination of Deviations.

(b) Within six (6) months after Grantor's receipt of the Final Deviation Report, Grantor shall provide a complete list ("**Grantor's Contested Deviation List**") to Grantee of all Deviations (whether contained in Grantee's Final Deviation Report or not), if any, for which Grantor believes that Grantee should pay additional compensation to Grantor on the basis of the Valuation Guidelines ("**Contested Deviations**"). Grantor shall be barred from making any request for additional compensation for any Deviations not identified by Grantor as Contested Deviations, except if such unidentified Deviations were not contained in Grantee's Final Deviation Report. Grantor may, at any time, amend Grantor's Contested Deviation List to include additional Deviations that were not contained in Grantee's Final Deviation Report or previously submitted to arbitration pursuant to this Article. If an arbitration has concluded prior to such addition, then the Parties shall commence a new arbitration concerning such newly listed Contested Deviations in accordance with the provisions of this Article 14.

(c) The Parties shall negotiate reasonably and in good faith to determine additional compensation, if any, to be paid by Grantee due to Contested Deviations on the basis of the Valuation Guidelines. In the event that the amount of additional compensation for any Contested Deviation remains unresolved on the date that is six (6) months after Grantee's receipt of Grantor's Contested Deviation List (the "**Negotiation Period**"), all unresolved Contested Deviations (the "**Unresolved Deviations**") shall be simultaneously and collectively submitted to arbitration as follows:

(i) Arbitration shall be conducted in New York City and County by five (5) arbitrators in accordance with the provisions of the Commercial Arbitration Rules then promulgated by the American Arbitration Association ("**AAA**"). Each Party shall appoint one (1) arbitrator with experience in the construction industry and one (1) arbitrator with experience in the appraisal/valuation industry. The four (4) arbitrators shall then together appoint a fifth

arbitrator having experience in the construction industry or appraisal/valuation industry as such four (4) arbitrators shall collectively deem necessary. Each arbitrator selected shall be a reputable and disinterested person possessing at least ten (10) years experience in their applicable industry in the City of New York, Borough of Manhattan and possessing a thorough understanding of issues relating to all material aspects of the construction and appraisal/valuation, as applicable, of first-class buildings in New York City comparable to a "Suitable Building" (as such term is hereinafter defined). If for any reason an appropriately qualified arbitrator is not appointed as aforesaid, either Party may apply to the AAA for appointment of such arbitrator.

(ii) Grantor and Grantee shall each submit a proposed resolution for all Unresolved Deviations considered in the aggregate, including their respective calculations of the Construction Cost Impact and the Valuation Impact. The arbitrators shall consider each of the Unresolved Deviations and select either Grantor's or Grantee's proposed resolution as their decision. A decision in which the majority of the arbitrators concur shall be binding and conclusive upon the Parties (the "**Arbitration Decision**"). In making their determination, the arbitrators shall (a) follow the terms and conditions set forth in this Agreement, (b) be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or otherwise modify such provisions and (c) select either Grantor's proposed resolution (without change or modification) or Grantee's proposed resolution (without change or modification) based on which proposed resolution the arbitrators concur is the more proper resolution of all Unresolved Deviations considered in the aggregate.

(iii) Grantee and Grantor shall each have the right to appear and be represented by counsel before the arbitrators and to submit such data and memoranda in support of their respective positions with respect to the matter in dispute as may be reasonably necessary or appropriate in the circumstances. Grantee and Grantor agree to sign all documents and to do all other things reasonably necessary to submit any such matter to arbitration and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the Arbitration Decision. Notwithstanding anything in this Agreement to the contrary, in connection with any arbitration proceeding pursuant to the terms of this Article 14, each party shall (i) bear their own costs and expenses incurred in connection with the arbitration including, without limitation, its attorneys' fees and/or professional fees and (ii) pay one-half (1/2) of the costs, fees and expenses of the arbitrator(s) and/or the arbitration itself.

(d) Valuation Guidelines. The amount of additional compensation, if any, payable by Grantee hereunder due to Contested Deviations shall be determined solely and strictly according to the following "**Valuation Guidelines**":

(i) Construction Cost Impact. Whether it is reasonably likely that the Contested Deviations, considered collectively and according to their aggregate impact, would increase the cost of constructing a Suitable Building (as hereinafter defined) at the Property, assuming generally equivalent construction means and methods in each case, but appropriately adapted to the relative difference in construction as a result of the Deviation, as compared to the cost of constructing a Suitable Building at the Property in the absence of all Deviations. If so, the increase in construction costs shall be known as the "**Construction Cost Impact**."

(ii) Value Impact. Whether it is reasonably likely that the Contested Deviations, considered collectively and according to their aggregate impact, would cause the fair market value of the highest value Suitable Building that could be constructed at the Property to be less than the fair market value of the highest value Suitable Building that could have been constructed at the Property in the absence of the Deviations. If so, the decrease in such fair market value shall be known as the “**Value Impact**”. For purposes of determining Value Impact (if any), the fair market value of a Suitable Building shall be determined according to those recognized approaches, methods and procedures that would be utilized by an appraiser qualified to value Suitable Buildings located in midtown Manhattan.

(iii) Suitable Building. For the purposes of this Agreement, “**Suitable Building**” shall mean a Class A, mixed use office and/or hotel and/or residential tower suitable for the headquarters of an international, Fortune 500 corporation (or corporation of similar status) with typical ancillary retail and other income producing uses which would maximize the income from the Property and which can utilize all Zoning Floor Area available for development at the Property as of the date hereof and any additional Zoning Floor Area that Grantor may obtain as a result of purchasing more air rights or otherwise, as determined in accordance with the New York City Zoning Resolution (“**Zoning Resolution**”), and which otherwise complies with the Zoning Resolution, and whose building features (“**Building Features**”)(including, without limitation, footprint, floor plans, leasing spans, finished ceilings heights, lobby configurations, façade, public spaces, elevator systems, electrical systems, mechanical systems, acoustical standards, technological availability, security systems, points of service for all utility and technology providers and loading docks) are reasonably sufficient to attract Class A office tenants to the Property.

(iv) Payment of Additional Compensation. Grantee shall pay Grantor any additional compensation due and payable pursuant to this Article 14, if any, as follows:

(A) With respect to the resolved Contested Deviations, Grantee shall pay Grantor the amounts agreed upon by the Parties for such Contested Deviations no later than ten (10) days after Grantor’s demand for same, but in no event later than the date the Negotiation Period expires. Notwithstanding anything to the contrary contained herein, if Grantee fails to timely make such payment, then Grantor may, in its sole and absolute discretion, and without limiting any other remedies it may have under this Agreement, submit the same as an Unresolved Contested Deviation to arbitration in accordance with the provisions of this Article 14; and

(B) With respect to the Unresolved Deviations, Grantee shall pay Grantor the amount specified in the Arbitration Decision, no later than ten (10) days after the arbitrators have rendered the Arbitration Decision.

15. Indemnification.

(a) Indemnification by Grantor. Grantor shall indemnify, defend and hold harmless Grantee and Grantee’s Designees and their respective contractors, licensees, lessees, officers, directors, members, agents, affiliates, employees, and permitted successors and assigns

(collectively, the "**Grantee Indemnified Parties**"), from and against any and all costs, expenses, demands, penalties, fines, claims, losses, damages, liens and liability (the "**Indemnified Costs**") caused by or arising out of (i) the use, operation, construction, maintenance and repair of the Grantor's Area and the improvements thereon and/or (ii) the exercise of Grantor's Use and Access Rights in each case by, through or on behalf of Grantor or its successors or assigns and Grantor's Designees, provided, however, the indemnification obligations under this subsection shall not apply to the extent that the Indemnified Costs are caused by or result from a negligent or wrongful act or omission of any of the Grantee Indemnified Parties.

(b) Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless Grantor, Grantor's Designees, and their respective contractors, licensees, lessees, officers, directors, members, agents, affiliates, employees, successors and assigns (collectively, the "**Grantor Indemnified Parties**"), from and against any and all Indemnified Costs caused by or arising out of (i) the use, operation, construction, maintenance and repair of the Subway Improvements and (ii) all easement areas granted to Grantee pursuant to this Agreement and the improvements and the exercise of any rights thereon by, through or on behalf of Grantee or any of Grantee's Designees, provided, however, the indemnification obligations under this subsection shall not apply to the extent that the Indemnified Costs are caused by or result from a negligent or wrongful act or omission of any of the Grantor Indemnified Parties.

16. Insurance.

(a) Grantor Insurance Requirements. Until the satisfaction of the Delivery Conditions, Grantor may, but shall not be obligated to, provide insurance with regard to the Property. From and after the satisfaction of the Delivery Conditions, Grantor, at its sole cost and expense, shall carry and maintain or cause to be carried and maintained, in full force and effect, insurance coverage of the following types or insuring the described risks and in the minimum limits set forth below:

(i) Liability Insurance. Grantor shall maintain Commercial General Liability Insurance, for a limit of not less than Twenty Five Million Dollars (\$25,000,000) per occurrence and in the aggregate, written on ISO Form CG 00 01 (or its equivalent), protecting Grantee, the MTA and Easement Administrator from claims for property damage and/or bodily injury, including death, which may arise from the use of the Property and shall include, without limitation, the following types of coverage: Premises Operation, Products and Completed Operations, Contractual Liability and shall also include an endorsement deleting any railroad exclusion. If such insurance contains an aggregate limit, it shall apply separately to the Property; and

(ii) Statutory Workers' Compensation and Employer's Liability. Statutory Workers' Compensation and New York Disability Benefits Insurance, in statutory amounts, as required by applicable law, and any other insurance required by law covering all persons employed by Grantor, contractors, subcontractors, or any entity performing work on or for the Property, including Employers' Liability coverage in an amount not less than \$1,000,000.

(iii) Coverage During Construction. In addition to the amounts of coverage specified above, from the time of the commencement of any Grantor Improvement

Work (or any other construction work to be performed on the Property by or on behalf of Grantor) and until completion of said construction work, Grantor at its sole cost and expense shall carry or cause to be carried:

- a. Commercial General Liability Insurance, including all applicable coverages enumerated in subsection (a)(i) above, written for a limit of not less than Twenty Five Million Dollars (\$25,000,000) per occurrence and in the aggregate, and endorsed to name Grantor as named insured and the Grantee Indemnified Parties as additional insureds; it shall also contain an endorsement deleting any railroad exclusion;
- b. Commercial General Liability insurance insuring all contractors, subcontractors and construction managers in amounts comparable with amounts carried by persons undertaking similar work in the New York area, naming Grantor and Grantee Indemnified Parties as additional insureds. Coverage for the Grantee Indemnified Parties shall specifically include their respective officials and employees, and shall be at least as broad as Insurance Services Office ("ISO") Form CG 2010 (11/85 ed.). Any contractor or subcontractor undertaking foundation, excavation or demolition work shall secure an endorsement on its policy to the effect that such operations are covered and that the "XCU Exclusions" have been deleted and that all railroad exclusions have been deleted;
- c. Railroad Protective Liability Insurance Policy (ISO-RIMA or equivalent form) for claims for property damage and/or bodily injury, including death, with the MTA as named insured, written for a limit of not less than Ten Million Dollars (\$10,000,000) per occurrence and an annual aggregate of Twenty Million Dollars (\$20,000,000).
- d. Statutory Workers' Compensation Insurance and New York State Disability Benefits Insurance in statutory amounts covering all contractors and subcontractors with respect to all of their employees.
- e. If applicable, Environmental Liability Insurance covering Grantor's pollution legal liability, including cleanup, with limits not less than \$5,000,000 per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the applicable work.
- f. Grantor shall be permitted to procure and maintain (or cause to be procured and maintained), to the extent permitted under

applicable law, a wrap-up insurance policy which will satisfy the requirements of this subsection (iii).

(b) Grantee Insurance Requirements. From and after the date of commencement of any work at the Property in connection with the Subway Improvements or the Extension until such work is complete, Grantee or Grantee's Designee, as the case may be, shall cause its contractors performing such work to carry and maintain in full force and effect, insurance coverage of types or insuring the described risks and in the minimum limits set forth in Section 16(a)(iii). At all other times, Grantee intends to self-insure for the coverages set forth in Section 16(a)(i) protecting Grantor, Grantor's Designees and any mortgagees, etc. and (ii) with respect to the Easement Area; and if Grantee elects not to continue such self-insurance, then Grantee at its sole cost and expense shall carry or cause to be carried such insurance and notify Grantor and provide Grantor with evidence of such insurance.

(c) Waiver of Subrogation. All policies of insurance required under this Agreement shall include a waiver of any right of subrogation with respect to all the named insureds and additional insureds. Notwithstanding anything to the contrary, for the avoidance of doubt, it is acknowledged and understood that neither Grantor nor any Grantor Designee is waiving subrogation in the event that Grantee elects to self-insure.

17. Running with the Land, Cooperative or Condominium Regime.

(a) The Easement rights and privileges granted hereunder and the undertakings and agreements of the Parties and obligations assumed by them hereunder shall be appurtenant to and run with the land, in accordance with the terms hereof, and shall bind and inure to the benefit of the Parties, their respective heirs, permitted successors and assigns in title or in interest. For such purpose, this instrument shall be recorded against the Property in the Office of the City Register for the County of New York.

(b) Grantee acknowledges that Grantor shall have the right to submit the Property to a cooperative or condominium regime in accordance with applicable law, subject to this Agreement, provided that such regime does not limit any of Grantee's rights under this Agreement nor impose on Grantee or Grantee's Designees any additional obligations. In addition, neither Grantee nor any of Grantee's Designees shall be required to assume any obligations under the cooperative or condominium regime, including its by-laws, declaration, proprietary leases or any other documents, as the case may be (collectively, the "Regime Documents"), including, but not limited to, the payment of maintenance, common charges or assessments. Grantee or Grantee's Designees shall not be responsible for any maintenance or repair obligations or for work that Grantor or its successor is obligated to perform under this Agreement or the Regime Documents. Nothing contained in the preceding sentences are intended to limit the obligations of Grantee or Grantee's Designees under this Agreement. Upon the creation of the cooperative or condominium regime, the then cooperative corporation or the board of managers of the condominium (as the case may be, the "Board") as agent for and on behalf of all Unit Owners (as hereinafter defined), shall be deemed to be grantor under this Agreement and shall assume all of Grantor's rights and obligations under this Agreement and Grantor named herein (i.e. Strategic/Extell 34th Street, LLC and West 33rd Street LLC) shall thereby be released of its obligations hereunder.

(c) In the event that the Property is submitted to a cooperative or condominium regime, Grantor shall cause the Board to be established with the power, obligation and authority to:

- (i) maintain, repair and operate the Property to the extent required by this Agreement;
- (ii) impose fees or assessments against Unit Owners and collect those funds as necessary to satisfy any obligations of the Board pursuant to this Agreement;
- (iii) collect, receive, administer, protect, invest and dispose of funds;
- (iv) bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Board pursuant to this Agreement; and
- (v) exercise any and all of such powers as may be necessary or appropriate for purposes of this Agreement and as may be granted to the Board in furtherance of the Board's purposes.

(d) The Board shall assess each cooperative shareholder or owner of an individual residential or commercial condominium unit (each, a "Unit Owner" and collectively, the "Unit Owners") in order to obtain funds to satisfy the obligations pursuant to this Agreement. The total amount of said assessment shall be reasonably determined by the Board, in compliance with all applicable laws. The periodic assessments charged to a Unit Owner shall be a charge against such Unit Owner's shares or condominium unit, as the case may be, and be a continuing lien against such Unit Owner until paid, and in the event a Unit Owner has not paid its assessment to the Board, the Board shall take such measures as may be necessary, at law or in equity, against said Unit Owner to collect such delinquent assessment, including interest, costs and reasonable attorneys' fees of any such action. Notwithstanding the foregoing, absent gross negligence or willful misconduct, the individual members of the Board shall have no personal liability whatsoever for their failure to comply with the provisions of this Agreement. With respect to Unit Owners in a condominium regime, the liability of any such Unit Owner with respect to this Agreement shall be limited to such proportionate share of total liability as the interest of such Unit Owner bears to the aggregate common interests of all Unit Owners and to the extent permitted by applicable law, such liability shall be further limited to such Unit Owner's interest in its unit and its appurtenant common interest.

(e) Any condominium or cooperative offering plan and Regime Documents or deed to the cooperative corporation shall clearly state that the Property is subject to the terms and conditions of this Agreement. If there is any conflict among the terms of the offering plan, Regime Documents and this Agreement, the terms set forth in this Agreement shall control.

(f) In connection with Grantor or Grantor's Designee's submission of the Property to a cooperative or condominium regime, Grantee shall cooperate with Grantor and Grantor's Designee in all reasonable respects. Grantor shall provide Grantee with a copy of its initial filing (if a cooperative regime) and Regime Documents prior to filing and recording (as

applicable). Upon prior written request by Grantor or Grantor's Designee, Grantee or Grantee's Designee shall execute, acknowledge and deliver such documents and take such other action as Grantor or Grantor's Designee may reasonably request in connection with its submission of the Property to a cooperative or condominium regime; provided, however, Grantee shall not be obligated to incur any cost or liability in connection with such efforts, other than the fees of its attorneys to review the aforementioned documents.

18. Force Majeure.

(a) Neither Grantor nor Grantee shall be responsible for any unavoidable delay, which shall mean an act of God, an enemy action, a civil commotion, an earthquake, a flood, a fire or any other casualty, a war or similar hostilities, acts of terrorism classified as such by a governmental instrumentality, an invasion, an insurrection, a riot, mob violence, malicious mischief, sabotage, an unusual failure of transportation unrelated to the New York City subway system, a strike or lockout of any labor union not limited to the Subway Improvements, severe weather or any other similar cause not within the reasonable control of Grantor or Grantee (not including a party's insolvency or financial condition or failure to obtain financing), under the following conditions: 1) in the case of performance by the Grantor, (i) the existence of which Grantor shall have notified Grantee by notice given not later than ten (10) business days after Grantor first knew of the existence or occurrence thereof, (ii) which has the effect of delaying Grantor's performance of its obligations hereunder and (iii) which Grantee shall have acknowledged to be an event beyond the reasonable control of Grantor, which unavoidable delay shall be deemed to continue only as long as Grantor shall be using reasonable efforts promptly to minimize the effects thereof. Upon cessation of the event causing such unavoidable delay, Grantor shall recommence the performance of the obligation affected by such unavoidable delay; or 2) in the case of performance by the Grantee, (i) the existence of which Grantee shall have notified Grantor by notice given not later than ten (10) business days after Grantee first knew of the existence or occurrence thereof, (ii) which has the effect of delaying Grantee's performance of its obligations hereunder and (iii) which Grantor shall have acknowledged to be an event beyond the reasonable control of Grantee which unavoidable delay shall be deemed to continue only as long as Grantee shall be using reasonable efforts promptly to minimize the effects thereof. Upon cessation of the event causing such unavoidable delay, Grantee shall recommence the performance of the obligation affected by such unavoidable delay.

(b) Notwithstanding anything to the contrary contained herein, Force Majeure shall not apply to, and no extensions of time shall be permitted as a result thereof in connection with (i) Grantee's obligations under Section 5(a) to complete the Load Bearing Subway Improvements and Loading Dock Area on or before December 31, 2014 or, if such deadline is not reasonably capable of being met, by July 18, 2016, as these periods for performance are fixed dates negotiated by the Parties or (ii) Grantee's payment of any monetary obligations under this Agreement.

19. Environmental Obligations.

(a) Certain Definitions.

(i) The term “**Environmental Laws**” means, collectively, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Authorization Act, 49 U.S.C. Section 5101 et seq., the New York Environmental Conservation Law, Section 27 0901 et seq., the Clean Water Act, 33 U.S.C. Section 1321 et seq., and any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, radioactive, bio-hazardous or dangerous waste, substance or materials, including, without limitation, any regulations adopted and publications promulgated with respect thereto.

(ii) The term “**Hazardous Materials**” means any (i) “hazardous substance” as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or (ii) “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or (iii) “hazardous materials” as defined under the Hazardous Materials Transportation Authorization Act, 49 U.S.C. Section 5101 et seq., or (iv) “hazardous waste” as defined under New York Environmental Conservation Law, Section 27 0901 et seq., (v) “hazardous substance” as defined under the Clean Water Act, 33 U.S.C. Section 1321 et seq., or (vi) “petroleum” within the meaning of Article 12 of the New York State Navigation Law and the regulations adopted and publications promulgated pursuant to the above, and all other substances and/or materials deemed hazardous (whether expressed as such or with words of similar import) under and pursuant to any and all Environmental Laws and/or Requirements.

(iii) The term “**Release**” with respect to any Hazardous Material includes but is not limited to any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping or disposing of Hazardous Materials.

(iv) The term “**Remediation**” includes without limitation any response, remedial, removal, or corrective action required pursuant to Environmental Laws; any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Material; any actions to prevent, cure or mitigate any Release of any Hazardous Material; any action to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Materials.

(b) Grantee’s Covenants and Obligations.

(i) Grantee acknowledges that Grantor has made no representations or warranties as to whether or not there are any Hazardous Material in, on or about the Property, and Grantor shall not be liable or responsible in any manner whatsoever for any Hazardous Materials within the areas at the Property to be excavated or through which construction will otherwise take place, except to the extent of any Release of Hazardous Materials to such areas by Grantor.

(ii) All Hazardous Materials located in the area to be excavated or through which construction will otherwise take place shall be removed by Grantee or Grantee's Designees as may be required by and in compliance with all Environmental Laws (for purposes of the entirety of this subsection (b) whether or not applicable to, or enforceable against, Grantee as a public/municipal entity) during such excavation and/or construction of the Subway Improvements, no later than the earlier to occur of (i) the date Grantee provides a Notice of Surrender to Grantor or (ii) the completion of the Subway Improvements, at Grantee's sole cost and expense.

(iii) Grantee covenants that, at its own cost and expense, it will at all times (including during any construction) use and maintain, and shall cause Grantee's Designees to use and maintain the Easement Area in full compliance with the Environmental Laws. If Grantee or Grantee's Designees fail to comply with the Environmental Laws, as determined by a governmental body with jurisdiction to enforce Environmental Laws, Grantor may, after giving Grantee and the MTA reasonable notice of such failure, and in addition to any other remedies hereunder or at law or in equity, act to bring the Easement Area into compliance, and Grantee will reimburse Grantor for all costs incurred by Grantor to address conditions resulting from Grantee's or Grantee's Designees actions including, but not limited to, fines, consulting, engineering, construction, excavation, remediation and legal costs. In the event of emergency or lawful government order, Grantor retains the right to bring the Easement Area into compliance immediately at Grantee's sole cost and expense. In such event, Grantor shall notify Grantee and the MTA as soon as feasible of the emergency and/or governmental order, and provide Grantee and the MTA with the opportunity to participate in all necessary actions to bring the Easement Area into compliance;

(iv) Grantee shall not permit or authorize Grantee's Designees to permit Releases of Hazardous Materials in, on, under, over, about or from the Easement Area or the Property, and if Grantee or Grantee's Designee causes any such Releases, then Grantee shall take appropriate measures to contain such Release and shall implement such Remediation to return the area to its pre-existing condition;

(v) Grantee shall not cause or authorize Grantee's Designees to cause Hazardous Materials to be in, on, about or under the Easement Area or the Property, except those that are both (a) in compliance with all Environmental Laws and with permits issued pursuant thereto and (b) fully disclosed to Grantor in advance and in writing;

(vi) Grantee shall dispose of or cause to be disposed of any wastes generated by Grantee or Grantee's Designees in connection with activities performed pursuant to this Agreement in accordance with applicable Requirements (including Environmental Laws), at its sole cost and expense. Grantee shall dispose of or cause to be disposed of such wastes using its own EPA generator number, as necessary. In no event shall Grantor be identified as the generator of any such wastes. Upon request, Grantee will promptly provide Grantor with a copy of any waste manifests;

(vii) Grantee shall, at its sole cost and expense, effectuate or cause to be effectuated Remediation required under Environmental Law of any condition (including without limitation a Release of a Hazardous Material) in, on, under, over, about or from the Easement

Area or the Property, if such condition or Release of a Hazardous Material is caused by Grantee or Grantee's Designees;

(viii) In the event the use of the Easement Area by Grantee or Grantee's Designees causes a condition of non-compliance with Environmental Law to occur (including but not limited to instances of spills), and such condition poses an immediate and substantial threat of harm to Grantor, Grantee or MTA shall notify Grantor of such condition, including: the nature of the non-compliance, the reporting (if any) of the condition to the appropriate governmental agency, and the actions undertaken by Grantee to cure the non-compliance. Such notice to Grantor shall be made as soon as practicable, but in no instance shall it be more than two days following the event of non-compliance;

(ix) Grantee further covenants and agrees to indemnify, protect, defend and save harmless Grantor from and against any and all losses, damages, liabilities, suits, claims, demands, judgments, costs, interest and expenses (collectively "**losses and damages**") which Grantor may suffer, sustain or be subjected to by reason of, on account of, or arising out of a violation or alleged violation of, or noncompliance with the Environmental Laws resulting in any way from occupancy or use of the Property or the Easement Area by Grantee or Grantee's Designees, including any disposal, discharge, or release of any waste, pollutant, or hazardous substance from, on, or in connection with the Property, the Easement Area or related Grantor property; whether such losses and damages be suffered or sustained by Grantor directly or by its employees, officers, agents, servants, contractors, or licensees, or by any other person or entity, including Grantee, who may seek to hold Grantor liable therefor; and

(x) In the event Grantor makes any expenditures or incurs any obligations for the payment of money in connection with Grantee's failure to comply with its obligations under this Article 18, including but not limited to attorneys' fees for instituting, prosecuting or defending any action or proceeding, such sums paid shall be due and payable by Grantee to Grantor within 10 days after Grantor's demand for such payment.

20. Remedies; Late Payments/Interest

(a) In the event of a breach of the terms and conditions of this Agreement by Grantee or Grantor, then Grantee or Grantor, as applicable, shall be entitled to pursue any remedy available at law or in equity, including injunctive relief but excluding punitive, special or consequential damages [other than as set forth in Section 6(c)(iii)(A)]. In addition, Grantor shall have the remedy of self-help as set forth in Section 6(c)(iii)(B) and any other rights to enter upon the Permanent Easement Area, Temporary Easement Area and/or Interim Easement Area, or otherwise remedy a situation, as may be set forth in this Agreement. Notwithstanding the foregoing, in no event shall termination of the Permanent Easement or, to the extent still in existence, the Interim Easement be a remedy for any Grantee breach, it being understood that (i) the Permanent Easement may only be terminated pursuant to Article 24 and (ii) the Interim Easement may only be terminated pursuant to Article 24 or as provided in Section 3(b)(iv).

(b) Notwithstanding anything to the contrary and irrespective of whether any particular provision of this Agreement specifically provides for the payment of interest if a payment is due to one of the Parties but not timely made, in the event any payment that is due

pursuant to this Agreement is not timely paid, interest shall accrue and be due and payable on such amount at the statutory post-judgment interest rate then in effect according to New York State law from the date due until the date paid.

(d) For avoidance of any doubt, the foregoing remedies shall not apply to the resolution of Deviations, which are to be resolved in accordance with the terms and provisions of Article 14 of this Agreement.

21. Assignment and Encumbrances.

(a) Prior to Expiration of the Term. Prior to the expiration or other termination of the Term, Grantee shall not have the right to assign this Agreement, or any of its rights or obligations hereunder, without Grantor's prior written consent in its sole discretion.

(b) After Expiration of the Term

(i) During the fifteen (15) year period following the later of the expiration or other termination of the Term and the City's satisfaction of its West 33rd Street re-grading commitment as described in the West 33rd Street Letter, Grantee shall not have the right to assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Grantor in its sole discretion.

(ii) After the expiration of the fifteen (15) year period referred to in subparagraph (i) above, the following shall apply. Grantee may assign this Agreement, in its entirety, to either (A) a government or corporate instrumentality that is the corporate successor to the City, or (B) the entity that then owns or operates all or substantially all of the New York City subway system. Grantee may not otherwise assign this Agreement, or any of its rights or obligations hereunder, without Grantor's prior written approval, not to be unreasonably withheld or delayed. Matters that may be taken into account in assessing the reasonableness of Grantor's disapproval, include, without limitation, whether the proposed assignee has and is likely to continue to have both the financial wherewithal and sufficient influence or control over the operator of the New York City subway system to satisfy or cause to be satisfied Grantee's obligations and liabilities under the Agreement.

(iii) Notwithstanding anything to the contrary in the foregoing, Grantee's assignment of this Agreement shall not release Grantee from any obligations or liabilities under the Agreement unless Grantee, in connection with a permitted assignment, has delivered to Grantor an instrument executed by the permitted assignee pursuant to which the assignee assumes all such obligations and liabilities.

(c) For the avoidance of doubt, nothing in this Section 21 is intended to limit Grantee's right to authorize third parties to exercise Grantee's rights or perform Grantee's obligations under this Agreement as Grantee Designees. Further, without waiving any limitations on the assignment of this Agreement if permitted, by Grantee as set forth in this Section 21, Grantor acknowledges that Grantee intends to lease its rights and interests under this Agreement to the MTA pursuant to the NYCT Master Lease, and Grantor hereby consents

thereto, provided, however, that notwithstanding any such lease, Grantee shall remain fully and completely responsible and liable for all obligations of Grantee pursuant to this Agreement.

(d) Grantee shall not have the right to mortgage, pledge, or encumber any of its rights or interests under this Agreement, except as Grantor may otherwise consent in its sole discretion.

(e) Nothing in this Agreement is intended to or shall limit in any manner Grantor's right to mortgage, pledge, or encumber, or assign or otherwise convey the Property or any of its interests under this Agreement.

22. Easement Administration.

(a) The City hereby designates the Hudson Yards Development Corporation ("HYDC") to administer and manage this Agreement on behalf of Grantee in the capacity of Easement Administrator. The City shall have the unilateral right, which may be exercised in its sole discretion, to terminate such designation and to designate a different entity as the Easement Administrator by notice to Grantor. Notwithstanding anything to the contrary, the City agrees that (i) the Easement Administrator (whether HYDC or, if applicable, a different entity designated by the City as aforesaid) shall have the power and authority to act on behalf of and bind the City as to all matters arising under this Agreement (including, without limitation, issuing consents, approvals and the like) and (ii) Grantor and all other interested parties shall, for all purposes, be entitled to rely upon the agreements, consents and approvals of Easement Administrator (whether HYDC or, if applicable, a different entity designated by the City as aforesaid) as binding upon the City.

(b) Extell agrees that (i) in cases where this Agreement requires the approval of Extell, such approval shall be deemed given if the approval of either of the entities comprising Extell is obtained and (ii) the liability of the two (2) entities comprising Extell pursuant to this Agreement shall be joint and several.

23. Acts and Omissions of Grantor's Designees and Grantee's Designees.

(a) Any of Grantee's rights and/or obligations under this Agreement may be exercised or performed by Grantee's Designees in the sole discretion of Grantee; provided, however, that, no such exercise or performance by Grantee's Designees shall be deemed to release Grantee from any of its obligations and liabilities under this Agreement or in connection therewith. The City acknowledges that it is a material inducement to Grantor entering into this Agreement that the City shall at all times be fully and completely responsible to Grantor for all acts and omissions of Grantee's Designees in connection with this Agreement, except if and to the extent that the City has assigned this Agreement and has been released from its obligations and liabilities under this Agreement pursuant to Section 21.

(b) Any of Grantor's rights and/or obligations under this Agreement may be exercised or performed by Grantor's Designees in the sole discretion of Grantor; provided, however, that, no such exercise or performance by Grantor's Designees shall be deemed to

release Grantor from any of its obligations and liabilities under this Agreement or in connection therewith.

24. Easement Termination. The Permanent Easement shall not terminate nor shall be deemed to have terminated or been abandoned by Grantee unless Grantee confirms in writing to Grantor that Grantee has issued publicly an official determination (a "**Termination Determination**"), that (i) it has permanently abandoned the construction of the Extension or (ii) if the Extension has been constructed, that Grantee has permanently abandoned the operation of the Extension. Upon a Termination Determination, (i) the Permanent Easement and this Agreement shall, automatically and without further act, be of no further force and effect, except with respect to provisions hereof which are expressly stated to survive termination and (ii) upon request of either of Grantor or Grantee, the other party shall execute and deliver a Termination of Easement in recordable form evidencing the termination, as aforesaid, of the Permanent Easement and this Agreement, provided, however, that the failure to so execute or deliver such Termination of Easement shall not affect such termination in accordance with the provisions hereof. In connection with the termination of this Agreement, Grantee shall have the obligations set forth in Section 12(a), which obligations shall survive the termination of this Agreement.

25. Notices.

(a) Each notice, demand, request or other communication in connection with this Agreement ("**Notice**") shall be either: (i) sent by nationally known overnight delivery service, with delivery of service acknowledged in writing by the party receiving the same, or (ii) sent by United States certified mail, return receipt requested, in each case to the addresses indicated below or to such other address as may be specified by notice sent in accordance herewith.

If to Grantor:

Strategic/Extell 34th Street, LLC
805 Third Avenue, 7th Floor
New York, New York 10022
Attention: Gary Barnett and
Attention: Tony Mannarino and
Attention: Jeff Torkin

and to:

West 33rd Street LLC
805 Third Avenue, 7th Floor
New York, New York 10022
Attention: Gary Barnett and
Attention: Tony Mannarino and
Attention: Jeff Torkin

and to:

Rosenberg & Estis, P.C.
733 Third Avenue, 14th Floor
New York, NY 10017
Attention: Richard L. Sussman, Esq.

If to Grantee:

The City of New York
c/o Hudson Yards Development Corporation
225 W. 34th Street, Suite 1402
New York, New York 10122
Attn.: General Counsel and
Attn.: President

and to:

New York City Law Department
100 Church Street, 6th Floor
New York, New York 10007
Attn.: Chief, Economic Development Division

If to the MTA:

Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017
Attention: Director of Real Estate

and to

New York City Transit Authority
2 Broadway
New York, New York 10004

Attention: Senior Vice President, Chief Engineer,
and Vice President & General Counsel

and to

MTA Capital Construction Company
2 Broadway
New York, New York 10004
Attention: General Counsel

(b) Each such notice shall be deemed effective on (i) the date of delivery, if sent by nationally known overnight delivery service, or (ii) the date that is five (5) days after deposit in the mail, if sent by United States certified mail.

26. Estoppel Certificate. Grantee agrees, at any time and from time to time, within ten (10) business days of request by Grantor, to execute, acknowledge and deliver to Grantor, a statement in writing addressed to Grantor, any existing or prospective mortgagee of the Property, any tenant of the Property and/or any other party designated by Grantor certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) whether or not, to the best knowledge of Grantee, there exists any default by Grantor or Grantee in the performance of any covenant, agreement, term, provision or condition contained in this Agreement, and, if so, specifying each such default of which Grantee may have knowledge, and (iii) as to such other matters related to this Agreement as Grantor shall request, it being intended that any such statement delivered by Grantee pursuant hereto may be relied upon by Grantor and any and all such other parties to whom it is addressed.

27. Counterparts. This Agreement may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

28. Modifications in Writing. No modification, amendment, waiver or release of any provision of this Agreement or the Easements shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted. Any modifications to this Agreement are subject to the consent of the MTA.

29. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all other prior written and oral agreements between the Parties, including, without limitation, the Lease which is being terminated concurrently with the execution and delivery of this Agreement.

30. Severability. If any clause, provision, article or section of this Agreement shall be deemed to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby provided that the severance of such clause, provision, article or section does not fundamentally effect or alter the intent of this Agreement.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding New York's rules regarding conflict of laws and any rule requiring construction against the drafter.

32. Non-Waiver. Failure of a party to enforce or otherwise require the performance of any of the terms and conditions of this Agreement at the time or in the manner as set forth herein shall not be deemed a waiver of any such terms or conditions by such party.

33. Priority. It is intended that the Easements shall be senior to any and all liens, tenancies, encumbrances, easements and other interests in respect of the Property.

34. Headings and Captions. The section headings herein are for reference purposes only and are to be given no effect in construction or interpretation hereunder.

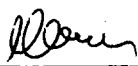
35. Further Assurances. Grantor and Grantee shall each execute, acknowledge and, if specifically requested to do so, cause to be recorded or filed, all further instruments or other documents that may be reasonably necessary to comply with or otherwise give effect to the terms and conditions of this Agreement.

36. No Third-Party Beneficiaries. The terms and provisions of this Agreement shall create no right in any person or entity (including, without limitation, the MTA) other than the Parties and their respective, permitted successors and assigns, and no third party (including, without limitation, the MTA) shall have the right to enforce the terms of this Agreement. The foregoing limitations are not intended to preclude the MTA from being a Party to this Agreement, or to apply to the MTA, in the event that this Agreement is assigned to the MTA in accordance with Section 21.

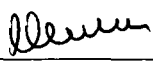
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

STRATEGIC/EXTELL 34TH STREET, LLC

By: 
Name: Gary Barnett
Title: President

WEST 33RD STREET LLC

By: 
Name: Gary Barnett
Title: President

ATTEST:

THE CITY OF NEW YORK

By: _____
Name:
Title:

By: _____
Name: Robert K. Steel
Title: Deputy Mayor for Economic
Development

APPROVED AS TO FORM:

**OFFICE OF THE CORPORATION
COUNSEL**

By: _____
Name:
Title: Acting Corporation Counsel

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

STRATEGIC/EXTELL 34TH STREET, LLC

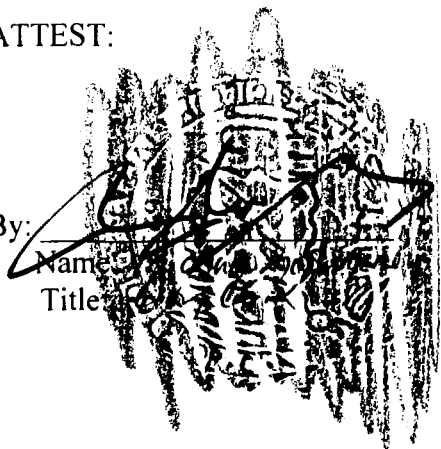
By: _____
Name: Gary Barnett
Title: President

WEST 33RD STREET LLC

By: _____
Name: Gary Barnett
Title: President

ATTEST:

By: _____
Name: _____
Title: _____



THE CITY OF NEW YORK

By: _____
Name: Robert K. Steel
Title: Deputy Mayor for Economic Development

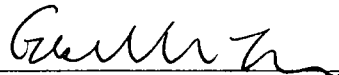
APPROVED AS TO FORM:

OFFICE OF THE CORPORATION COUNSEL

By: _____
Name: James M. Spicitt
Title: Acting Corporation Counsel

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

On the 12th day of OCT, 2010 before me, the undersigned, a notary in and for said state, personally appeared GARY BARNETT, 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/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

GEELLE LEE
NOTARY PUBLIC, State of New York
No. 01LE6150573
Qualified In Queens County
Commission Expires July 31, 2014

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

SEAT

On the ____ day of _____, 2010 before me, the undersigned, a notary in and for said state, personally appeared ROBERT K. STEEL, 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/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

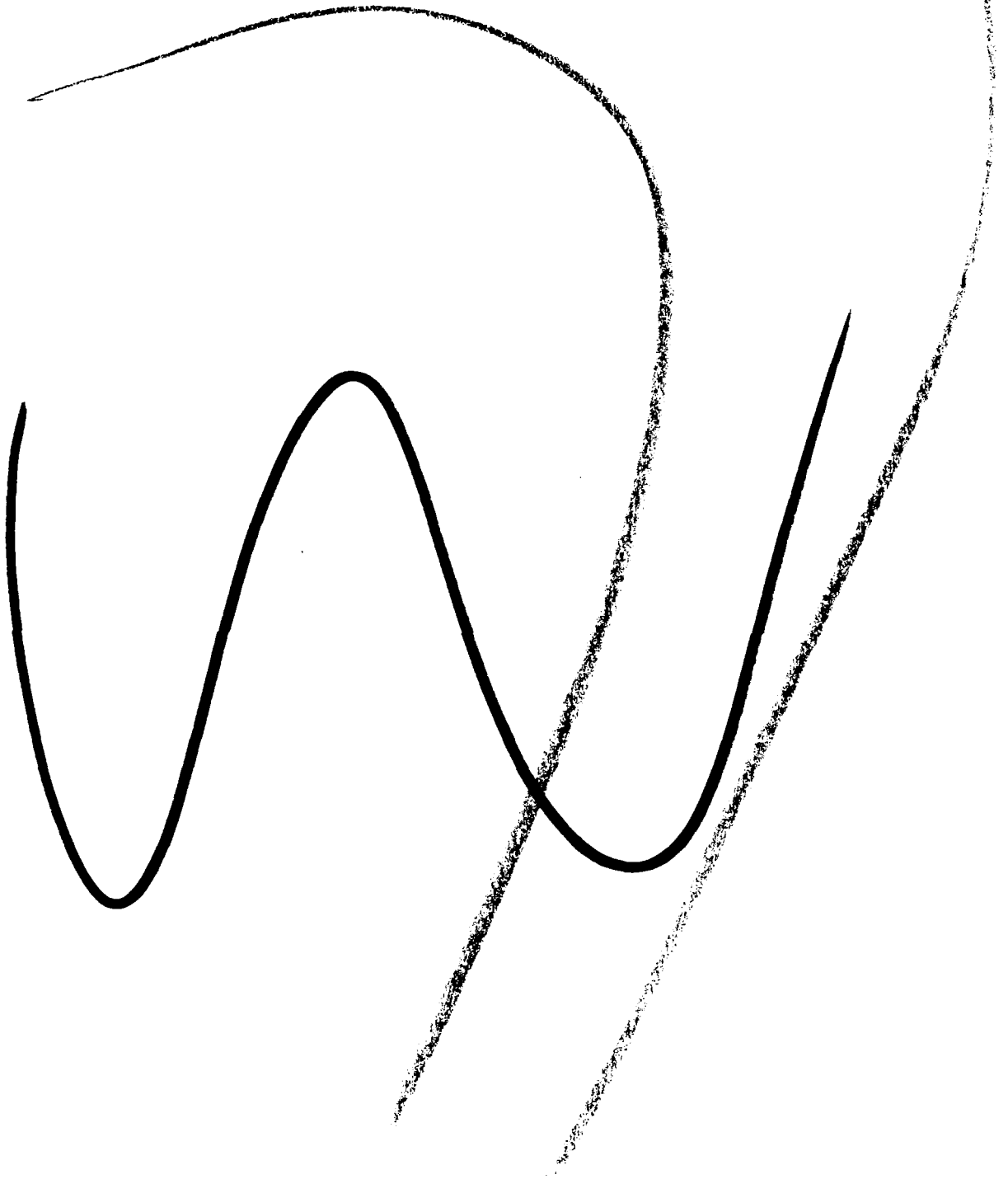
Notary Public

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

On the ____ day of _____, 2010 before me, the undersigned, a notary in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
METES & BOUNDS DESCRIPTION OF "PROPERTY"



SCHEDULE A - Continued

Perimeter Description of Lot 1 and Part of Lot 54:

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

BEGINNING at the corner formed by the intersection of the northerly side of West 33rd Street with the easterly side of 11th Avenue;

RUNNING THENCE northerly along the easterly side of 11th Avenue, 197.50 feet to the corner formed by the intersection of the easterly side of 11th Avenue with the southerly side of West 34th Street;

THENCE easterly along the southerly side of West 34th Street, 213.75 feet to a point on the westerly line of The Park (as shown on CPC Map No. 040507MMM);

THENCE southerly forming an interior angle of 83 degrees 34 minutes 25 seconds with the previous course and along the westerly line of The Park, 198.75 feet to the northerly side of West 33rd Street;

THENCE westerly along the northerly side of West 33rd Street, 53.49 feet;

THENCE northerly at right angles to the northerly side of West 33rd Street, 98.75 feet to the center line of the block between West 33rd Street and West 34th Street;

THENCE westerly along said center line and parallel with the northerly side of West 33rd Street, 75 feet;

THENCE southerly parallel with 11th Avenue and part of the distance through a party wall 98.75 feet to the northerly side of West 33rd Street;

THENCE westerly along the northerly side of West 33rd Street, 63 feet to the corner at the point or place of BEGINNING.

SCHEDULE A - Continued

Parcel 3 (Lot 5):

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 a point on the Northerly side of West 33rd Street, distant 63 feet Easterly from the corner formed by the intersection of the Northerly side of West 33rd Street with the Easterly side of 11th Avenue;

RUNNING THENCE Easterly along the said Northerly side of West 33rd Street, 75 feet;

THENCE Northerly and parallel with the said Easterly side of 11th Avenue, 98 feet 9 inches to the center line of the block;

THENCE Westerly along the said center line of the block, 75 feet;

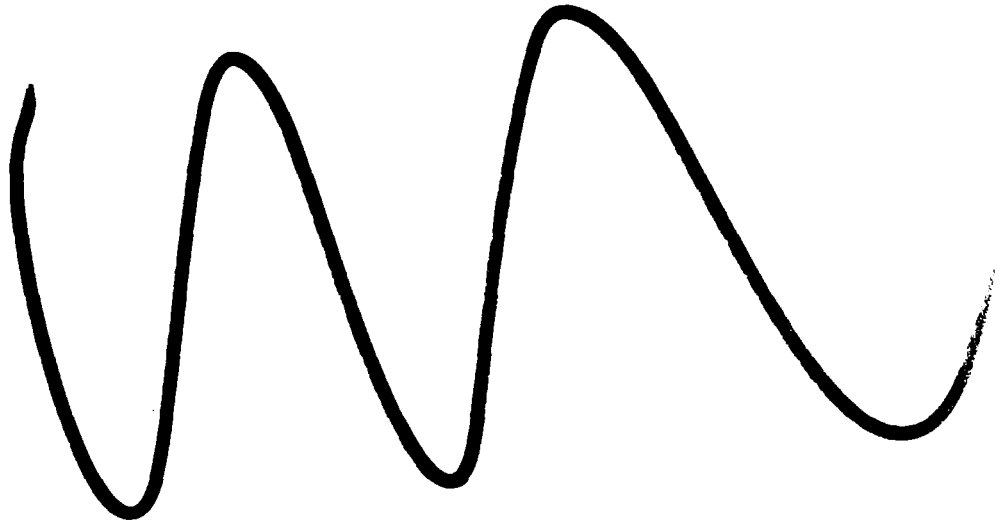
THENCE Southerly again parallel with the Easterly side of 11th Avenue and part of the distance through a party wall, 98 feet 9 inches to the Northerly side of West 33rd Street to the point or place of BEGINNING.

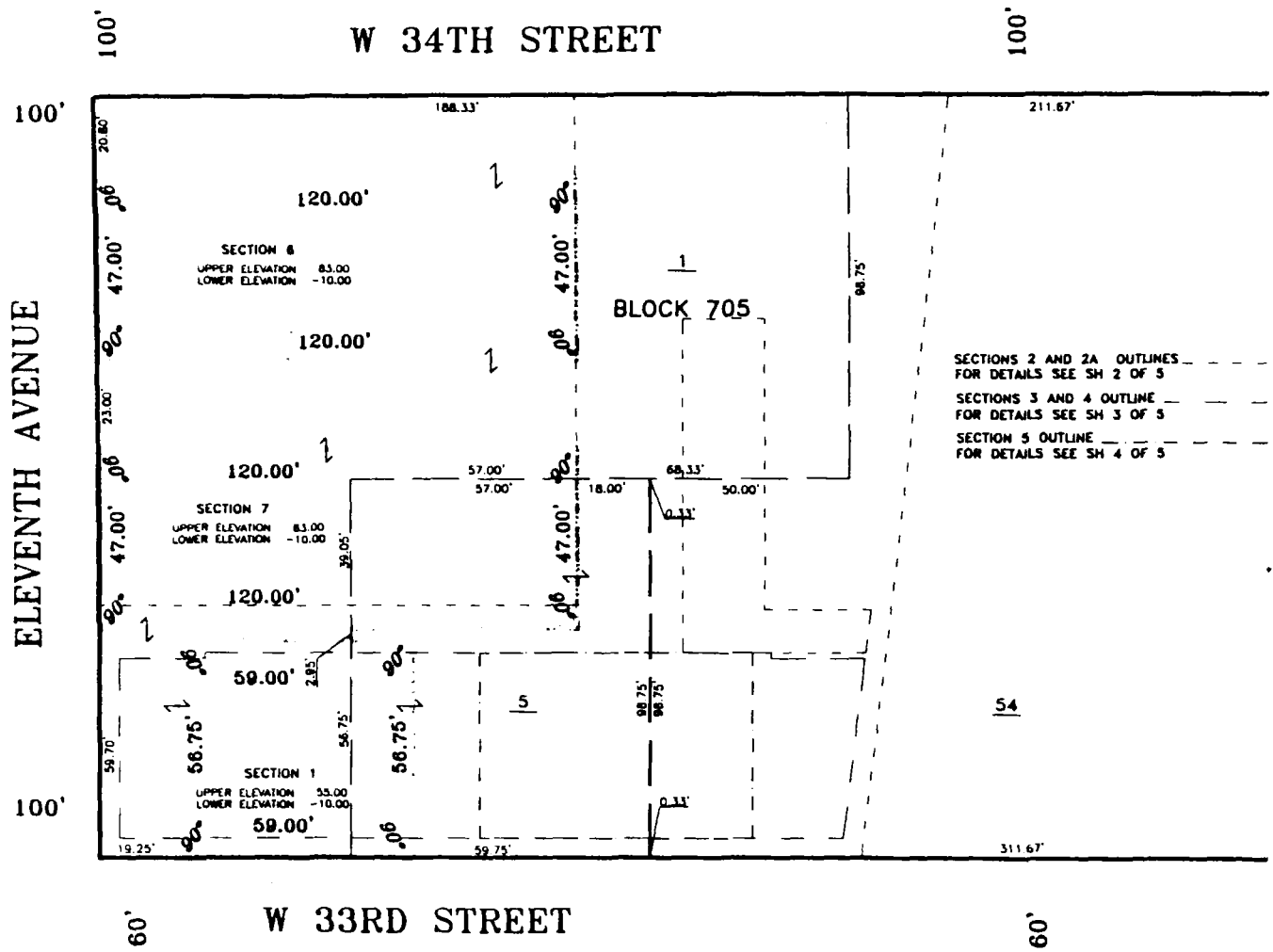
*For conveyancing only
if intended to be conveyed.*

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

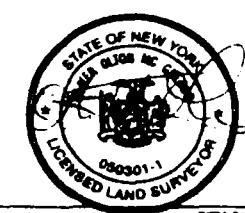
EXHIBIT B
VISUAL DEPICTIONS OF EASEMENT AREAS

The attached drawings are only for purposes of defining certain areas referenced in this Agreement. Any references on these drawings to areas as easements, or as permanent easements, temporary easements, interim easements or otherwise, should be disregarded and reference should be made to the pertinent provisions in this Agreement for purposes of determining what, if any, easement has been granted.





SECTIONS 2 AND 2A OUTLINES
FOR DETAILS SEE SH 2 OF 5
SECTIONS 3 AND 4 OUTLINE
FOR DETAILS SEE SH 3 OF 5
SECTION 5 OUTLINE
FOR DETAILS SEE SH 4 OF 5



<p>PARTY CHIEF _____ COMPUTATION & VOLUME CHECKED O. OLIVER DRAFTED A. VOLUNICH CHECKED O. OLIVER FIELD EDITED _____</p>		<p>OLTON OLIVER, L.S. CHIEF TOPOGRAPHICAL SECTION</p>		<p>ADOLPH HOEGLER DIRECTOR BUREAU OF SITE ENGINEERING</p>		<p>MARK A. CANU ASSOCIATE COMMISSIONER DIVISION OF TECHNICAL SUPPORT</p>	
<p>3451 HYD. EASEMENTS SUBWAY INFRASTRUCTURE FOR 2015 SITES & ADJACENT</p>				<p>CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION DIVISION OF TECHNICAL SUPPORT BUREAU OF SITE ENGINEERING TOPOGRAPHICAL SECTION</p>			
<p>IN THE MATTER OF ACCOUNTING FEE IN FEE SAMPLE TO REAL PROPERTY, AND TITLE TO PERMANENT AND TEMPORARY EASEMENTS FOR HUDSON YARDS - NUMBER 7 SUBWAY LINE EXTENSION, PHASE 1 11TH AVENUE FROM 34TH STREET TO 35TH STREET IN 2015 SITES & ADJACENT TO 7TH AVENUE BROOKLYN OF MANHATTAN</p>				<p>BLOCK 705 LOTS 1, 5 AND 54 SECTIONS 1, 5 AND 7 PERMANENT SUBWAY INFRASTRUCTURE EASEMENTS</p>			
<p>DATE 06/25/10</p>				<p>1" = 30'</p>		<p>SHEET 1 OF 5</p>	

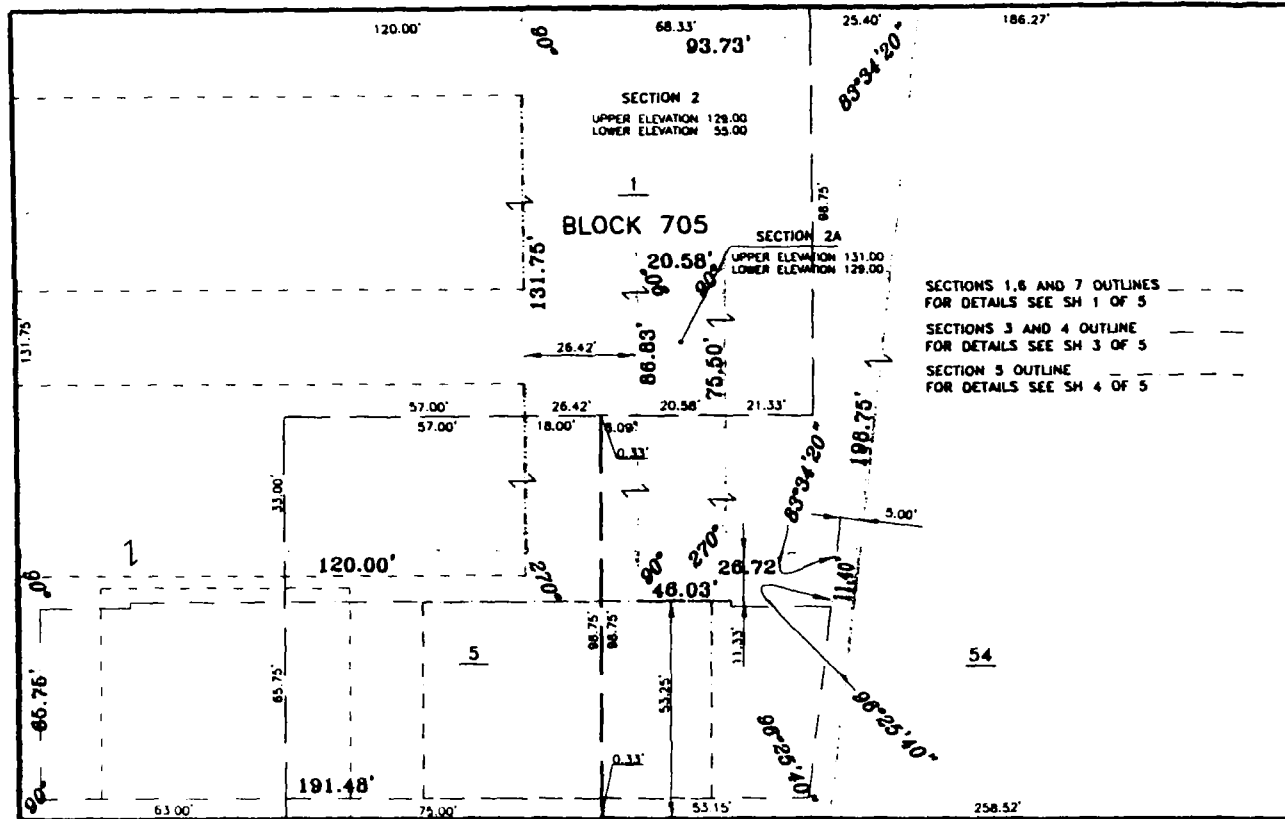
ELEVENTH AVENUE

100'

100'

W 34TH STREET

100'



W 33RD STREET

60'


60'

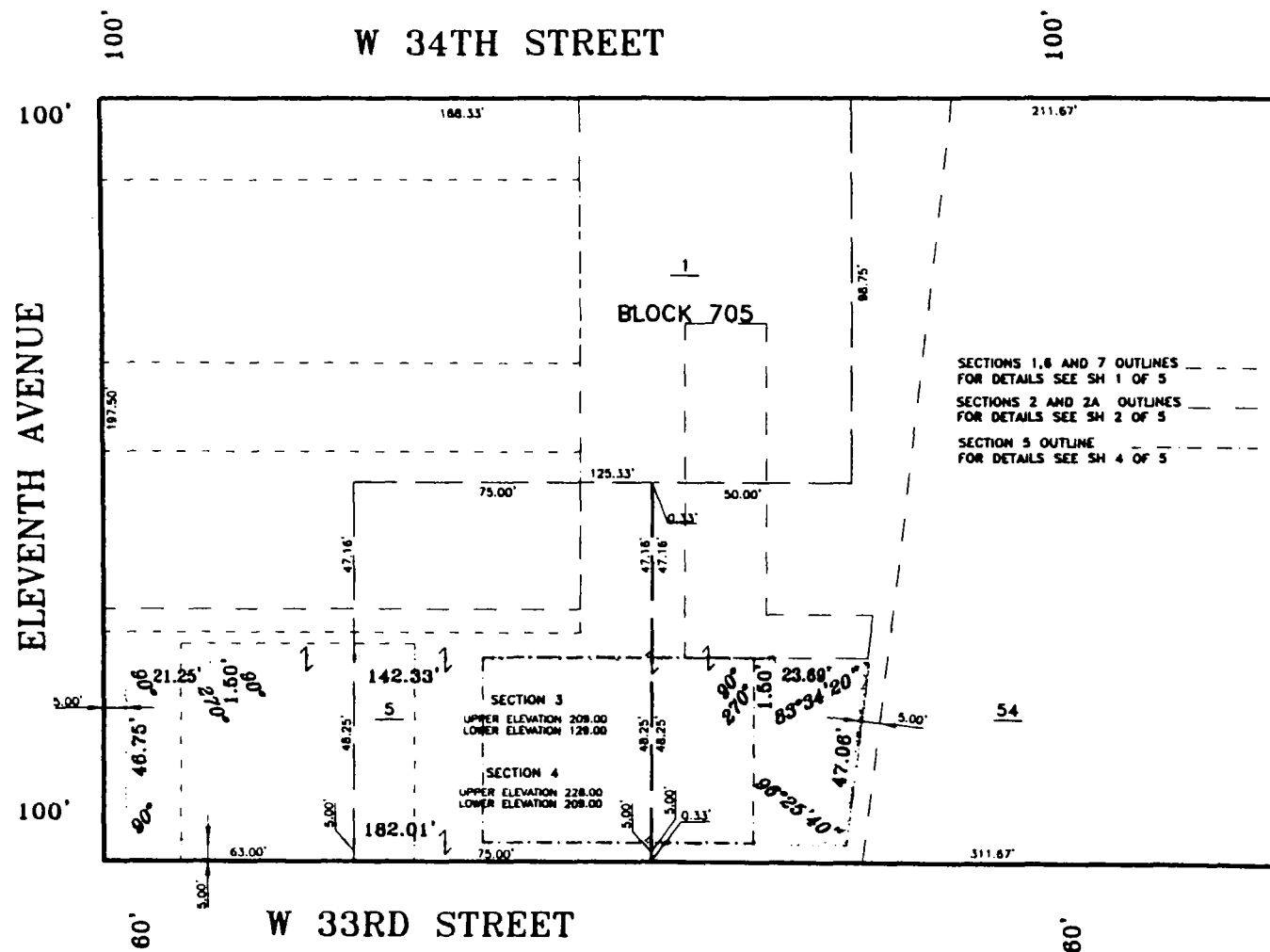
PARTY CHIEF
COMPUTATION A. VOLOVICH CHECKED O. OLIVER
DRAFTED A. VOLOVICH CHECKED O. OLIVER
FIELD EDITED

OLTON OLIVER, L.S.
CHIEF
TOPOGRAPHICAL SECTION

ADOLPH HOEGLER
DIRECTOR
BUREAU OF SITE ENGINEERING

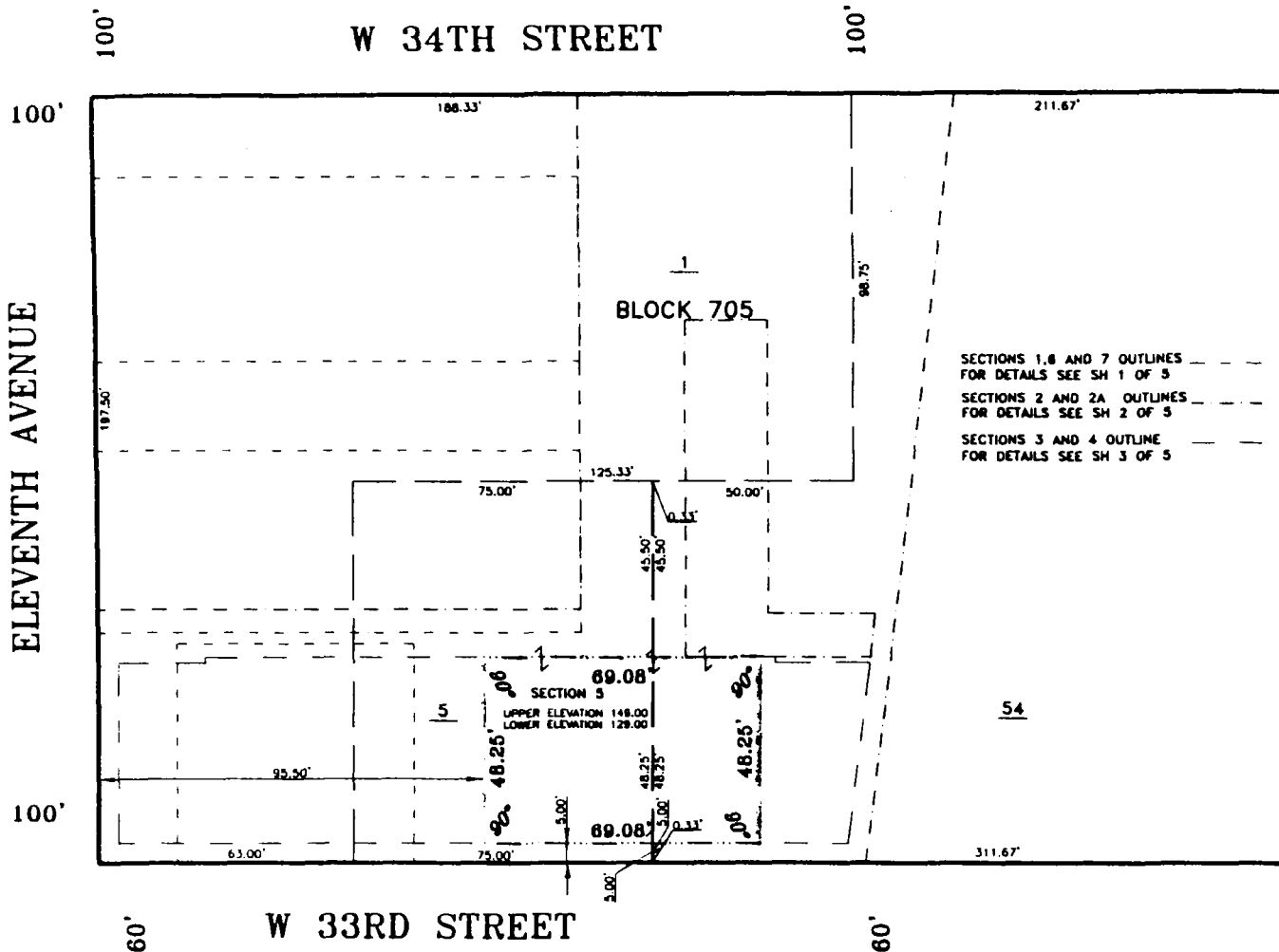
MARK A. CANU
ASSOCIATE COMMISSIONER
DIVISION OF TECHNICAL SUPPORT

 <p>CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION DIVISION OF TECHNICAL SUPPORT</p>		
<p>BUREAU OF SITE ENGINEERING TOPOGRAPHICAL SECTION</p>		
<p>IN THE MATTER OF ACCORDING TITLE BY FEE SIMPLE TO REAL PROPERTY, AND TITLE TO PERMANENT AND TEMPORARY EASEMENTS FOR HUDSON YARDS - NUMBER 7 SUBWAY LINE EXTENSION, PHASE 1 11TH AVENUE FROM 11TH AVENUE TO 17TH AVENUE IN WEST STREET FROM 11TH AVENUE TO 17TH AVENUE CITY OF NEW YORK</p>		
<p>BLOCK 705 LOTS 1, 5 AND 54 SECTION 2 PERMANENT SUBWAY INFRASTRUCTURE EASEMENTS</p>		
DATE 06/25/10	SCALE 1" = 50'	SHEET 2 OF 3



PARTY CHIEF _____ COMPUTATION A.VOLYNICH CHECKED O OLIVER DRAFTED A.VOLYNICH CHECKED O OLIVER FIELD EDITED _____		OLTON OLIVER, L.S. CHIEF TOPOGRAPHICAL SECTION		ADOLPH HOEGLER DIRECTOR BUREAU OF SITE ENGINEERING		MARK A. CANU ASSOCIATE COMMISSIONER DIVISION OF TECHNICAL SUPPORT		SUBWAY INFRASTRUCTURE 11TH AVENUE FROM 30TH STREET TO 41ST STREET 11TH AVENUE FROM 17TH AVENUE TO 17TH AVENUE DIVISION OF SUBWAY		SUBWAY INFRASTRUCTURE 11TH AVENUE FROM 30TH STREET TO 41ST STREET 11TH AVENUE FROM 17TH AVENUE TO 17TH AVENUE DIVISION OF SUBWAY	
								BLOCK 786 LOTS 1, 5 AND 34 SECTIONS 3 AND 4 PERMANENT AND INTERIM SUBWAY INFRASTRUCTURE EASEMENT		DATE 06/25/10 1" = 30' SHEET 3 OF 3	

ELEVENTH AVENUE



PARTY CHIEF
COMPUTATION A. VOLUVICH CHECKED O. OLIVER
DRAFTED A. VOLUVICH CHECKED O. OLIVER
FIELD EDITED

OLTON OLIVER, L.S.
CHIEF
TOPOGRAPHICAL SECTION

ADOLPH HOEGLER
DIRECTOR
BUREAU OF SITE ENGINEERING

MARK A. CANU
ASSOCIATE COMMISSIONER
DIVISION OF TECHNICAL SUPPORT

CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION DIVISION OF TECHNICAL SUPPORT	
BUREAU OF SITE ENGINEERING TOPOGRAPHICAL SECTION	
IN THE MATTER OF ACQUARING TITLE IN FEE SIMPLE TO REAL PROPERTY, AND TITLE TO PERMANENT AND TEMPORARY EASEMENTS FOR HUDSON YARDS - NUMBER 7 SUBWAY LINE EXTENSION, PHASE 1 11TH AVENUE FROM 11TH STREET TO 12TH STREET IN 41ST STREET FROM 11TH AVENUE TO 12TH AVENUE BOUNDARY OF BOUNDARY	
BLOCK 705 LOTS 1, 5 AND 54 SECTION 5 LOADING DOCK AREA	
DATE 06/25/10	1" = 30'
SHEET 4 OF 5	

EXHIBIT C
Metes and Bounds Descriptions

In the matter of describing the metes and bounds of easements to be acquired for the Hudson Yards Number 7 Subway line Extension and the metes and bounds of certain excluded areas from those easements, along 11th Avenue (100 feet wide) from West 24th Street (60 feet wide) to West 41st Street (60 feet wide), and along West 41st Street (variable width) from 11th Avenue to 7th Avenue (100 feet wide), in which all streets mentioned are as laid out on the "City Map" of the City of New York, Borough of Manhattan, follows:

Project elevation 0.000 feet refers to New York City Transit Authority Datum, which is 97.347 feet below the U.S. Coast and Geodetic Survey mean sea level at Sandy Hook, New Jersey, established in 1929.

Block 705, Lots 1, 5 and Part of 54

Section 1

Horizontal limits

Beginning at a point on the northeasterly line of West 33rd Street (60 feet wide), said point being distant 19.25 feet southeasterly from the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of the said West 33rd Street:

- 1) Running thence, northeasterly, parallel to the southeasterly line of the said 11th Avenue and through tax lot 1 in Manhattan tax block 705, for 56.75 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lots 1 and 5 in Manhattan tax block 705, for 59.00 feet to a point;
- 3) Thence, southwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 5 in Manhattan tax block 705, for 56.75 feet to a point on the northeasterly line of the said West 33rd Street;
- 4) Thence, northwesterly, forming an interior angle of 90° 00' 00" with the previous course and along the northeasterly line of the said West 33rd Street, for 59.00 feet back to the point of beginning.

Vertical limits

The vertical limits of the above permanent easement parcel shall extend vertically upward from elevation -10.00 feet to elevation 55.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 1 and 5 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 3,348 square feet or 0.076860 acres, with a volume of 217,620 cubic feet within the said vertical limits.

Section 2

Horizontal limits

Beginning at a point on the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of West 33rd Street (60 feet wide);

- 1) Running thence, northeasterly and along the southeasterly line of the said 11th Avenue, for 65.75 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course, across tax lot 1 and through tax lot 5 in Manhattan tax block 705, for 120.00 feet to a point;
- 3) Thence, northeasterly, forming an interior angle of 270° 00' 00" with the previous course, through tax lot 5 and across tax lot 1 in Manhattan tax block 705, for 131.75 feet to a point on the southwesterly line of West 34th Street (100 feet wide);
- 4) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course and along the southwesterly line of the said West 34th Street, for 93.73 feet to a point;
- 5) Thence, southwesterly, forming an interior angle of 83° 34' 20" with the previous course and across tax lot 54 in Manhattan tax block 705, for 198.75 feet to a point on the northeasterly line of the said West 33rd Street;
- 6) Thence, northwesterly, forming an interior angle of 96° 25' 40" with the previous course and along the northeasterly line of the said West 33rd Street, for 191.48 feet back to the point of beginning.

Vertical limits

The vertical limits of the above permanent easement parcel shall extend vertically upward from elevation 55.00 feet to elevation 129.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 1, 5 and 54 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008 , and comprises an area of 24,204.5 square feet or 0.55566 acres, with a volume of 1,779,031 cubic feet within the said vertical limits.

Section 2A

Horizontal limits

Commencing at a point on the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of West 33rd Street (60 feet wide). Running thence southeasterly and along the northeasterly line of the said West 33rd Street, for 146.42 feet to a point. Thence, northeasterly and at right angles to the northeasterly line of the said West 33rd Street, for 53.25 feet to the point of beginning:

- 1) Running thence, northeasterly, parallel to the southeasterly line of 11th Avenue and through tax lots 54 and 1 in Manhattan tax block 705, for 86.83 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 1 in Manhattan tax block 705, for 20.58 feet to a point;
- 3) Thence, southwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lots 1 and 54 in Manhattan tax block 705, for 75.50 feet to a point;
- 4) Thence, southeasterly, forming an interior angle of 270° 00' 00" with the previous course and through tax lot 54 in Manhattan tax block 705, for 26.72 feet to a point;
- 5) Thence, southwesterly, forming an interior angle of 83° 34' 20" with the previous course and through tax lot 54 in Manhattan tax block 705, for 11.40 feet to a point;
- 6) Thence, northwesterly, forming an interior angle of 96° 25' 40" with the previous course and through tax lot 54 in Manhattan tax block 705, for 46.03 feet back to the point of beginning.

Vertical limits

The vertical limits of the above permanent easement parcel shall extend vertically upward from elevation 129.00 feet to elevation 131.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 1 and 54 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 2,082.9 square feet or 0.047817 acres, with a volume of 4,166 cubic feet within the said vertical limits.

Section 3

Horizontal limits

Commencing at a point on the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of West 33rd Street (60 feet wide). Running thence southeasterly and along the northeasterly line of the said West 33rd Street, for 5.00 feet to a point. Thence, northeasterly and at right angles to the northeasterly line of the said West 33rd Street, for 5.00 feet to the point of beginning:

- 1) Running thence, northeasterly, parallel to the southeasterly line of 11th Avenue and through tax lot 1 in Manhattan tax block 705, for 46.75 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course, through tax lot 1 in Manhattan tax block 705, for 21.25 feet to a point;
- 3) Thence, northwesterly, forming an interior angle of 270° 00' 00" with the previous course, through tax lot 1 in Manhattan tax block 705, for 1.50 feet to a point;
- 4) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course, through tax lots 1, 5 and 54 in Manhattan tax block 705, for 142.33 feet to a point;
- 5) Thence, southwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 54 in Manhattan tax block 705, for 1.50 feet to a point;

- 6) Thence, southeasterly, forming an interior angle of 270° 00' 00" with the previous course, through tax lot 54 in Manhattan tax block 705, for 23.69 feet to a point;
- 7) Thence, southwesterly, forming an interior angle of 83° 34' 20" with the previous course and through tax lot 54 in Manhattan tax block 705, for 47.06 feet to a point;
- 8) Thence, northwesterly, forming an interior angle of 96° 25' 40" with the previous course and through tax lots 54, 5 and 1 in Manhattan tax block 705, for 182.01 feet back to the point of beginning.

Vertical limits

The vertical limits of the above permanent easement parcel shall extend vertically upward from elevation 129.00 feet to elevation 209.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 1 and 5 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 8,845.89 square feet or 0.2030737 acres, with a volume of 707,671 cubic feet within the said vertical limits.

Section 3A

Horizontal limits

Commencing at a point on the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of West 33rd Street (60 feet wide). Running thence southeasterly and along the northeasterly line of the said West 33rd Street, for 5.00 feet to a point. Thence, northeasterly and at right angles to the northeasterly line of the said West 33rd Street, for 51.75 feet to the point of beginning:

- 1) Running thence, northeasterly, parallel to the southeasterly line of 11th Avenue and through tax lot 1 in Manhattan tax block 705, for 1.83 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lots 1, 5 and 54 in Manhattan tax block 705, for 187.48 feet to a point;
- 3) Thence, southwesterly, forming an interior angle of 83° 34' 20" with the previous course and through tax lot 54 in Manhattan tax block 705, for 1.84 feet to a point;
- 4) Thence, northwesterly; forming an interior angle of 96° 25' 40" with the previous course and through tax lot 54 in Manhattan tax block 705, for 23.69 feet to a point;
- 5) Thence, northeasterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 54 in Manhattan tax block 705, for 1.50 feet to a point;
- 6) Thence, northwesterly; forming an interior angle of 270° 00' 00" with the previous course and through tax lots 54, 5 and 1 in Manhattan tax block 705, for 142.33 feet to a point;
- 7) Thence, southwesterly, forming an interior angle of 270° 00' 00" with the previous course and through tax lot 1 in Manhattan tax block 705, for 1.50 feet to a point;
- 8) Thence, northwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 1 in Manhattan tax block 705, for 21.25 feet back to the point of beginning.

Vertical limits

The vertical limits of the above interim easement parcel shall extend vertically upward from elevation 129.00 feet to elevation 228.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 1 and 54 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 129.00 square feet or 0.002961 acres, with a volume of 12,771 cubic feet within the said vertical limits.

Section 4

Horizontal limits

Commencing at a point on the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of West 33rd Street (60 feet wide). Running thence southeasterly and along the northeasterly line of the said West 33rd Street, for 5.00 feet to a point. Thence, northeasterly and at right angles to the northeasterly line of the said West 33rd Street, for 5.00 feet to the point of beginning:

- 1) Running thence, northeasterly, parallel to the southeasterly line of 11th Avenue and through tax lot 1 in Manhattan tax block 705, for 46.75 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course, through tax lot 1 in Manhattan tax block 705, for 21.25 feet to a point;
- 3) Thence, northwesterly, forming an interior angle of 270° 00' 00" with the previous course, through tax lot 1 in Manhattan tax block 705, for 1.50 feet to a point;
- 4) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course, through tax lots 1, 5 and 54 in Manhattan tax block 705, for 142.33 feet to a point;
- 5) Thence, southwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 54 in Manhattan tax block 705, for 1.50 feet to a point;
- 6) Thence, southeasterly, forming an interior angle of 270° 00' 00" with the previous course, through tax lot 54 in Manhattan tax block 705, for 23.69 feet to a point;
- 7) Thence, southwesterly, forming an interior angle of 83° 34' 20" with the previous course and through tax lot 54 in Manhattan tax block 705, for 47.06 feet to a point;
- 8) Thence, northwesterly, forming an interior angle of 96° 25' 40" with the previous course and through tax lots 54, 5 and 1 in Manhattan tax block 705, for 182.01 feet back to the point of beginning.

Vertical limits

The vertical limits of the above interim easement parcel shall extend vertically upward from elevation 209.00 feet to elevation 228.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 1 and 5 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 8,845.89 square feet or 0.2030737 acres, with a volume of 168,072 cubic feet within the said vertical limits.

Section 5

Horizontal limits

Commencing at a point on the intersection of the southeasterly line of 11th Avenue (100 feet wide) with the northeasterly line of West 33rd Street (60 feet wide). Running thence southeasterly and along the northeasterly line of the said West 33rd Street, for 95.50 feet to a point. Thence, northeasterly and at right angles to the northeasterly line of the said West 33rd Street, for 5.00 feet to the point of beginning:

- 1) Running thence, northeasterly, parallel to the southeasterly line of 11th Avenue and through tax lot 5 in Manhattan tax block 705, for 48.25 feet to a point;
- 2) Thence, southeasterly, forming an interior angle of 90° 00' 00" with the previous course, through tax lots 5 and 54 in Manhattan tax block 705, for 69.08 feet to a point;
- 3) Thence, southwesterly, forming an interior angle of 90°00' 00" with the previous course and through tax lot 54 in Manhattan tax block 705, for 48.25 feet to a point;
- 4) Thence, northwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lots 54 and 5 in Manhattan tax block 705, for 69.08 feet back to the point of beginning.

Vertical limits

The vertical limits of the above parcel for the loading dock area (which is an exclusion from the easements granted) shall extend vertically upward from elevation 129.00 feet to elevation 149.00 feet within the horizontal limits described above.

This section consists of parts of tax lots 5 and 54 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 3,333.1 square feet or 0.07652 acres, with a volume of 66,662 cubic feet within the said vertical limits.

Section 6

Horizontal limits

Beginning at a point on the of southeasterly line of 11th Avenue (100 feet wide), said point being distant 129.70 feet northeasterly from the intersection of the southeasterly line of the said 11th Avenue with the northeasterly line of West 33rd Street (60 feet wide):

- 1) Running thence, southeasterly, parallel to the northeasterly line of the said West 33rd Street and through tax lot 1 in Manhattan tax block 705, for 120.00 feet to a point;
- 2) Thence, northeasterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 1 in Manhattan tax block 705, for 47.00 feet to a point;
- 3) Thence, northwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 1 in Manhattan tax block 705, for 120.00 feet to a point on the southeasterly line of the said 11th Avenue;
- 4) Thence, southwesterly, forming an interior angle of 90° 00' 00" with the previous course and along the southeasterly line of the said 11th Avenue, for 47.00 feet back to the point of beginning.

Vertical limits

The vertical limits of the above permanent easement parcel shall extend vertically upward from elevation -10.00 feet to elevation 83.00 feet within the horizontal limits described above.

This section consists of parts of tax lot 1 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 5,640 square feet or 0.12948 acres, with a volume of 524,520 cubic feet within the said vertical limits.

Section 7

Horizontal limits

Beginning at a point on the of southeasterly line of 11th Avenue (100 feet wide), said point being distant 59.70 feet northeasterly from the intersection of the southeasterly line of the said 11th Avenue with the northeasterly line of West 33rd Street (60 feet wide):

- 1) Running thence, southeasterly, parallel to the northeasterly line of the said West 33rd Street and through tax lots 1 and 5 in Manhattan tax block 705, for 120.00 feet to a point;
- 2) Thence, northeasterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lots 5 and 1 in Manhattan tax block 705, for 47.00 feet to a point;
- 3) Thence, northwesterly, forming an interior angle of 90° 00' 00" with the previous course and through tax lot 1 in Manhattan tax block 705, for 120.00 feet to a point on the southeasterly line of the said 11th Avenue;

- 4) Thence, southwesterly, forming an interior angle of 90° 00' 00" with the previous course and along the southeasterly line of the said 11th Avenue, for 47.00 feet back to the point of beginning.

Vertical limits

The vertical limits of the above permanent easement parcel shall extend vertically upward from elevation -10.00 feet to elevation 83.00 feet within the horizontal limits described above.

This section consists of parts of tax lot 1 in Manhattan tax block 705 as shown on the "Tax Map" of the City of New York, Borough of Manhattan, as said "Tax Map" existed on December 9, 2008, and comprises an area of 5,640 square feet or 0.12948 acres, with a volume of 524,520 cubic feet within the said vertical limits.

Note: Any references in the above descriptions to areas as easements, or as permanent easements, temporary easements, interim easements or otherwise, should be disregarded and reference should be made to the pertinent provisions in this Agreement for purposes of determining what, if any, easement has been granted.

EXHIBIT D
DESCRIPTION OF GRANTOR SIDEWALK ACCESS AREAS

The attached drawing is only for purposes of depicting the Grantor Sidewalk Access Areas and reference should be made to the pertinent provisions in this Agreement for purposes of determining what, if any, easement has been granted.

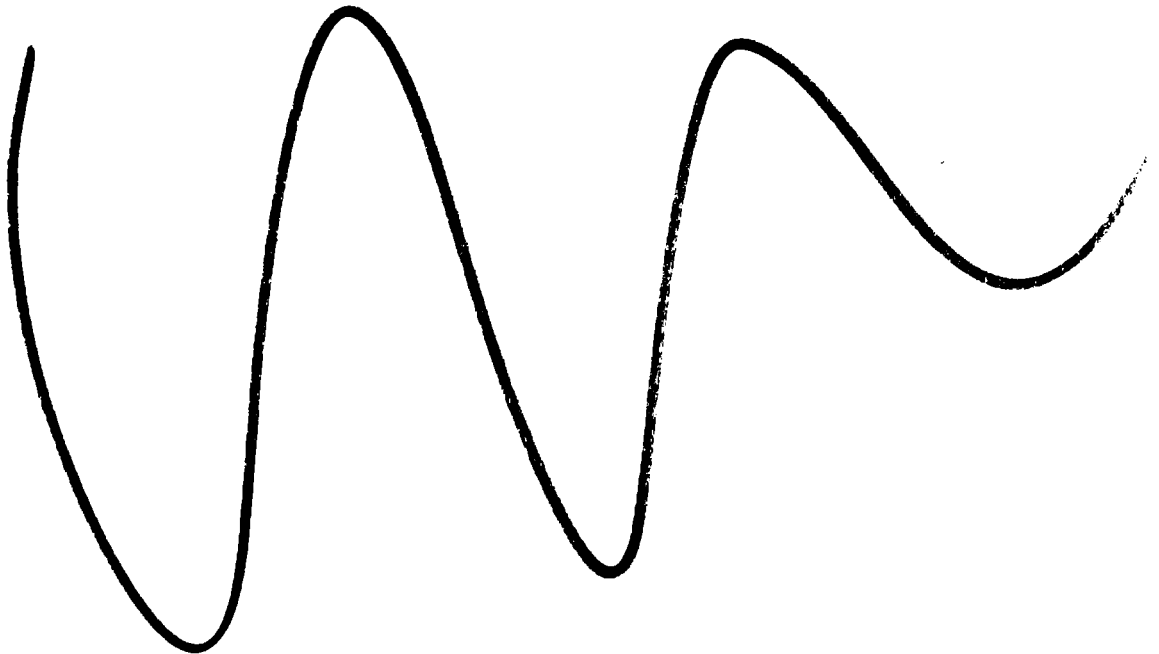
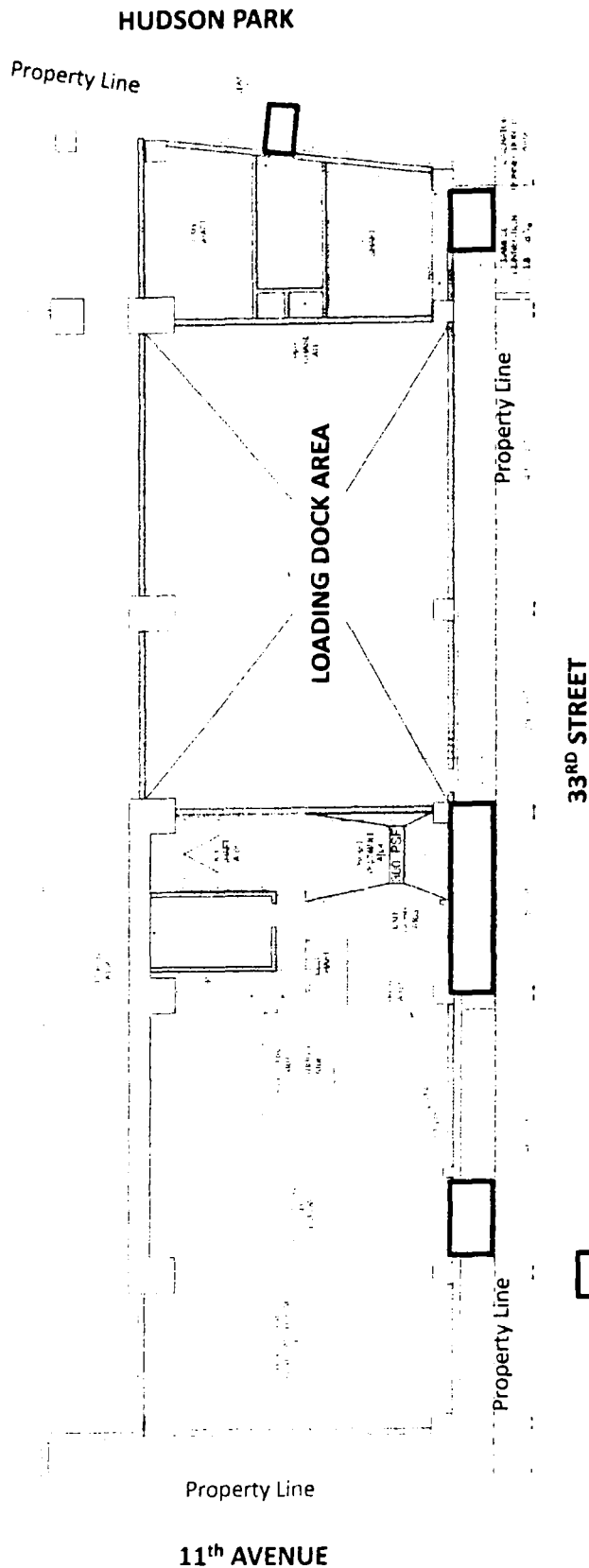


Exhibit D - Description of Grantor Sidewalk Access Areas



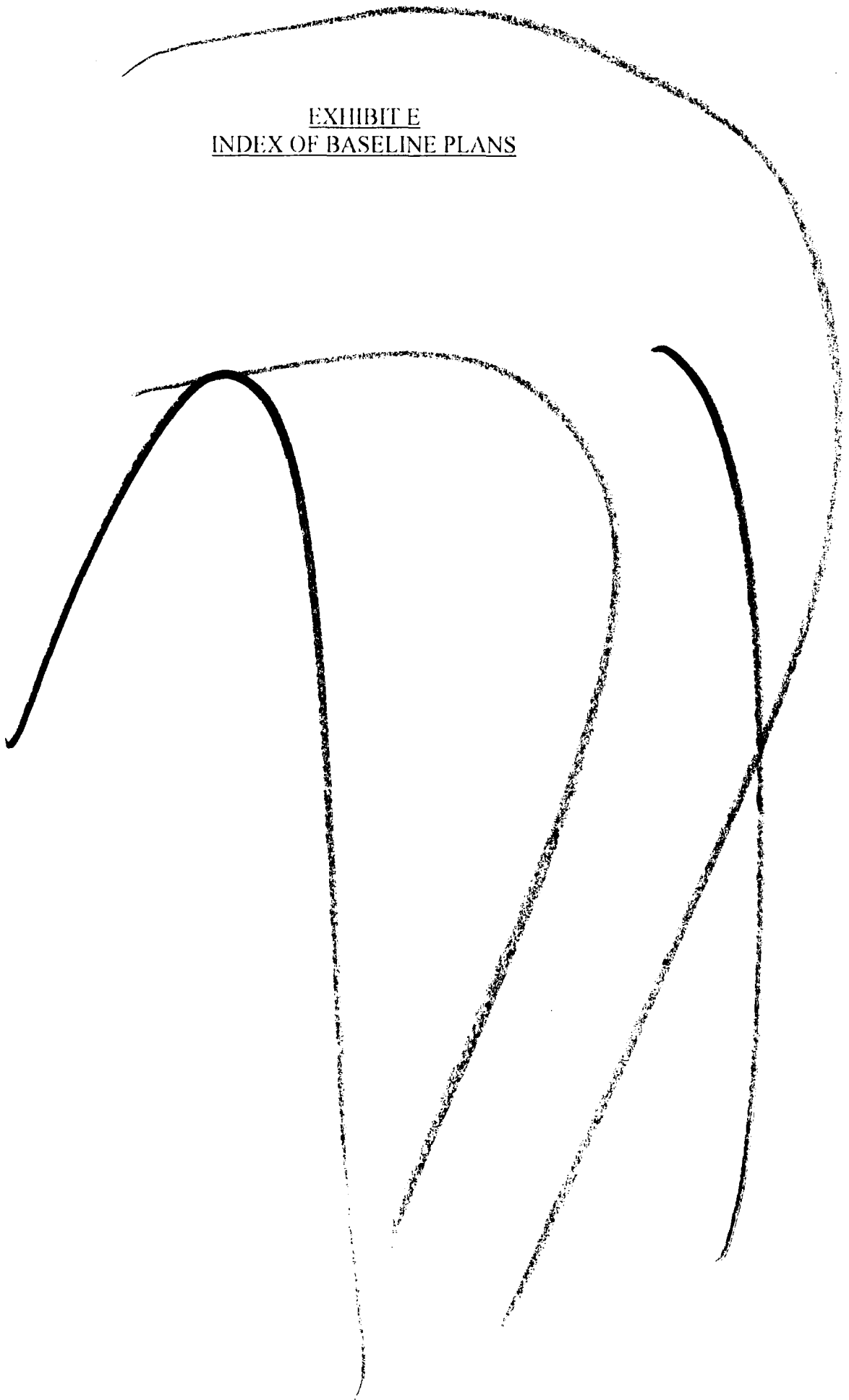
33RD STREET







Grantor Sidewalk Access Areas
(for the sole and limited purpose of access for MTA personnel, vehicles and equipment to and from the Vent Building and other Subway Improvements.)

Note: Drawing Not To Scale,
For Information Purposes Only

EXHIBIT E
INDEX OF BASELINE PLANS



SHEET NO.	DWG NO.	REV NO.	DESCRIPTION	SHEET NO.	DWG NO.	REV NO.	DESCRIPTION	1	
GENERAL				UTILITIES (Cont'd)					
1	GP-40001	(B)	SITE J - INDEX OF DRAWINGS - SHEET 1	41	UT-40501	(A)	SITE J - SEWER AND WATER CONNECTION PLANS - 33RD STREET CONNECTION DETAILS		
2	GP-40002	(B)	SITE J - INDEX OF DRAWINGS - SHEET 2	42	UT-40502	(A)	SITE J - SEWER AND WATER CONNECTION PLANS - 34TH STREET CONNECTION DETAILS		
3	GP-40003	(B)	SITE J - INDEX OF DRAWINGS - SHEET 3	43	UT-40503	(A)	SITE J - SEWER AND WATER CONNECTION PLANS - MANHOLE ROOF DETAILS		
4	GP-40004	(B)	SITE J - INDEX OF DRAWINGS - SHEET 4	44	UT-40601	(A)	SITE J - SEWER AND WATER CONNECTION PLANS - CALCULATIONS AND NOTES		
5	GP-40005	(A)	SITE J - INDEX OF DRAWINGS - SHEET 5	45	UL-40101	(B)	SITE J - PROPOSED ELECTRIC CONNECTIONS PLAN		
6	GP-40006	(A)	SITE J - PROJECT LEGEND AND SYMBOLS	46	UL-40121	(B)	SITE J - SITE J TO SITE K ELECTRICAL CONNECTION		
7	GP-40007	(A)	SITE J - PROJECT ABBREVIATIONS	GEOTECHNICAL					
8	GP-40008	(A)	SITE J - PROJECT GENERAL NOTES - SHEET 1	GENERAL					
9	GP-40009	(A)	SITE J - PROJECT GENERAL NOTES - SHEET 2	47	GT-40011	(A)	SITE J - GEOTECHNICAL LEGEND, NOTES AND ABBREVIATIONS		
10	GP-40010	(A)	SITE J - PROJECT GENERAL NOTES - SHEET 3	48	GT-40101	(A)	BORING PLANS SITE J - GEOTECHNICAL BORING LOCATION PLAN		
11	GP-40011	(A)	SITE J - PROJECT SITE PLAN - SHEET 1	49	GT-40210	(A)	SECTIONS SITE J - GEOTECHNICAL SECTION - SHEET 1		
12	GP-40012	(A)	SITE J - PROJECT SITE PLAN - SHEET 2	50	GT-40211	(A)	SITE J - GEOTECHNICAL SECTION - SHEET 2		
CIVIL				51	GT-40213	(A)	SITE J - GEOTECHNICAL SECTION - SHEET 3		
GENERAL				52	GT-40301	(A)	SITE J - GEOTECHNICAL SECTION - SHEET 4		
13	CT-40011	(A)	SITE J - CIVIL LEGEND AND SYMBOLS	53	GT-40302	(A)	SITE J - GEOTECHNICAL SECTION - SHEET 5		
14	CT-40012	(A)	SITE J - CIVIL ABBREVIATIONS	54	GT-40304	(A)	SITE J - GEOTECHNICAL SECTION - SHEET 6		
MAINTENANCE AND PROTECTION OF TRAFFIC				55	GN-40011	(A)	GEOTECHNICAL INSTRUMENTATION SITE J - GEOTECHNICAL INSTRUMENTATION - LEGEND, NOTES AND ABBREVIATIONS		
15	MT-40011	(A)	SITE J - MAINTENANCE AND PROTECTION OF TRAFFIC - MAINTENANCE OF TRAFFIC PLAN	56	GN-40101	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION PLAN		
16	MT-40012	(A)	SITE J - MAINTENANCE AND PROTECTION OF TRAFFIC - EXISTING SIGN DATA	57	GN-40210	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION SECTION - SHEET 1		
17	MT-40013	(A)	SITE J - MAINTENANCE AND PROTECTION OF TRAFFIC - CONSTRUCTION SIGN DATA	58	GN-40211	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION SECTION - SHEET 2		
SITE WORKS				59	GN-40213	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION SECTION - SHEET 3		
18	ST-40101	(A)	SITE J - EXISTING CONDITIONS AND DEMOLITION SITE PLAN	60	GN-40301	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION SECTION - SHEET 4		
19	ST-40102	(A)	SITE J - FINAL SITE PLAN	61	GN-40501	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION - TYPICAL DETAILS - SHEET 1		
20	ST-40111	(A)	SITE J - EXISTING BUILDING DATA PLAN	62	GN-40502	(A)	SITE J - GEOTECHNICAL INSTRUMENTATION - TYPICAL DETAILS - SHEET 2		
RESTORATION PLANS				63	GR-40011	(A)	SUPPORT OF EXCAVATION SITE J - SUPPORT OF EXCAVATION IN ROCK - NOTES AND ABBREVIATIONS		
21	ST-40501	(A)	SITE J - RESTORATION DETAILS	64	GR-40012	(A)	SITE J - SUPPORT OF EXCAVATION FOR SOIL - NOTES AND DESIGN CRITERIA		
UTILITIES				65	GR-40013	(A)	SITE J - SUPPORT OF EXCAVATION FOR SOIL - LATERAL PRESSURE DIAGRAMS		
GENERAL				STRUCTURAL					
22	UG-40010	(A)	SITE J - UTILITIES - NOTES AND ABBREVIATIONS	GENERAL					
23	UG-40011	(A)	SITE J - UTILITIES - GENERAL NOTES - SHEET 1	66	ST-40001	(A)	SITE J - STRUCTURAL GENERAL NOTES - SHEET 1		
24	UG-40012	(A)	SITE J - UTILITIES - GENERAL NOTES - SHEET 2	67	ST-40002	(A)	SITE J - STRUCTURAL GENERAL NOTES - SHEET 2		
25	UG-40013	(A)	SITE J - UTILITIES - LEGEND AND SYMBOLS	68	ST-40003	(A)	SITE J - STRUCTURAL GENERAL NOTES - SHEET 3		
BASELINE DRAWINGS				69	ST-40004	(A)	SITE J - STRUCTURAL ABBREVIATIONS		
26	UG-40014	(A)	SITE J - UTILITIES - BASELINE DATA	70	ST-40005	(A)	SITE J - STRUCTURAL LEGEND AND SYMBOLS		
UTILITY CONNECTIONS				71	ST-40006	(A)	SITE J - STRUCTURAL BUILDING NOTES AND DESIGN CRITERIA		
EXISTING UTILITY COMPOSITE PLANS				LIVE LOAD PLAN					
27	UE-40011	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SUPPORTED BY VIADUCT - SHEET 1	72	SL-40111	(A)	SITE J - B2 LEVEL LIVE LOAD PLAN - SHEET 1		
28	UE-40012	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SUPPORTED BY VIADUCT - SHEET 2	73	SL-40112	(A)	SITE J - B2 LEVEL LIVE LOAD PLAN - SHEET 2		
29	UE-40013	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SHEET 3	74	SL-40121	(A)	SITE J - BI/UPPER MEZZANINE LEVEL LIVE LOAD PLAN - SHEET 1		
30	UE-40014	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SHEET 4	75	SL-40122	(A)	SITE J - BI/UPPER MEZZANINE LEVEL LIVE LOAD PLAN - SHEET 2		
31	UE-40015	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SHEET 5	76	SL-40123	(A)	SITE J - BI/UPPER MEZZANINE LEVEL LIVE LOAD PLAN - SHEET 3		
32	UE-40016	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SHEET 6	77	SL-40124	(A)	SITE J - BI/UPPER MEZZANINE LEVEL LIVE LOAD PLAN - SHEET 4		
33	UE-40017	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SHEET 7	78	SL-40131	(A)	SITE J - STREET LEVEL LIVE LOAD PLAN - SHEET 1		
34	UE-40018	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - SHEET 8	REVISED DRAWING: ADDENDUM					
35	UE-40019	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - BELOW VIADUCT LEVEL - SHEET 1	CONTRACT C-26510					
36	UE-40020	(A)	SITE J - EXISTING UTILITY COMPOSITE PLAN - BELOW VIADUCT LEVEL - SHEET 2	SCHEDULE AMONG A SERIES OF VERTICAL SHEETS AND IS INCORPORATED INTO THE COMPLETE DRAWING SET AS A REVISED DRAWING					
PROPOSED UTILITIES PLAN				SITE J					
37	UT-40010	(B)	SITE J - COMPOSITE UTILITY PLAN	INDEX OF DRAWINGS					
38	UT-40011	(B)	SITE J - SEWER AND WATER CONNECTION PLANS - OVERALL SITE CONNECTION PLAN	SHEET 1					
39	UT-40401	(B)	SITE J - SEWER AND WATER CONNECTION PLANS - 33RD STREET CONNECTIONS						
40	UT-40402	(B)	SITE J - SEWER AND WATER CONNECTION PLANS - 34TH STREET CONNECTIONS						
  New York City Transit Capital Construction				 HYDC Hudson York Development Corporation					
B. DRAWINGS REVISED AS MARKED				8/13/10		REVISED BY		SIGNED	
A. GENERAL REVISIONS				7/8/10		REVISED BY		SIGNED	
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STRUCTURAL (Cont'd)									ARCHITECTURAL (Cont'd)									3							
187	ST-40167	A	SITE J	CONCRETE STAIR DETAILS - SHEET 1	237	AR-40124	SITE J - B1 / UPPER MEZZANINE LEVEL PLAN - SHEET 3	238	AR-40130	SITE J - STREET LEVEL PLAN - KEY PLAN	239	AR-40131	SITE J - STREET LEVEL PLAN	240	AR-40141	SITE J - SECOND LEVEL PLAN	241	AR-40142	SITE J - THIRD LEVEL PLAN	242	AR-40143	SITE J - FOURTH LEVEL PLAN	243	AR-40144	SITE J - ROOF LEVEL PLAN
188	ST-40168	A	SITE J	CONCRETE STAIR DETAILS - SHEET 2	244	AR-40201	ELEVATIONS	245	AR-40202	SITE J - SOUTH ELEVATION	246	AR-40203	SITE J - EAST ELEVATION	247	AR-40204	SITE J - NORTH ELEVATION	248	AR-40210	SITE J - WEST ELEVATION AND BULKHEAD ELEVATIONS	249	AR-40212	SECTIONS	250	AR-40214	SITE J - EAST WEST SECTION LOOKING NORTH
189	ST-40169	A	SITE J	CONCRETE STAIR DETAILS - SHEET 3	251	AR-40215	SITE J - EAST WEST SECTION LOOKING NORTH	252	AR-40230	SITE J - EAST WEST SECTION LOOKING NORTH	253	AR-40231	SITE J - EAST WEST SECTION LOOKING NORTH	254	AR-40301	SITE J - EAST WEST SECTION LOOKING NORTH	255	AR-40302	SITE J - UTILITY STAIR SECTION	256	AR-40303	SITE J - UTILITY STAIR SECTION	257	AR-40411	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
190	ST-40170	A	SITE J	ESCALATOR AND STAIR OPENING - SECTION AND DETAILS - SHEET 1	258	AR-40412	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	259	AR-40421	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	260	AR-40422	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	261	AR-40423	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	262	AR-40424	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	263	AR-40425	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	264	AR-40431	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
191	ST-40171	A	SITE J	ESCALATOR AND STAIR OPENING - SECTION AND DETAILS - SHEET 2	265	AR-40432	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	266	AR-40433	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	267	AR-40434	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	268	AR-40435	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	269	AR-40441	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	270	AR-40442	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	271	AR-40443	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
192	ST-40172	A	SITE J	ESCALATOR AND STAIR OPENING - SECTION AND DETAILS - SHEET 3	272	AR-40444	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	273	AR-40445	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	274	AR-40446	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	275	AR-40447	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	276	AR-40451	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	277	AR-40452	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	278	AR-40491	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
193	ST-40173	A	SITE J	ELEVATOR OPENING - AS STREET LEVEL SECTIONS	279	AR-40581	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	280	AR-40582	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	281	AR-40583	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	282	AR-40584	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	283	AR-40585	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	284	AR-40586	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	285	AR-40587	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
194	ST-40174	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 1	286	AR-40588	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	287	AR-40589	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	288	AR-40590	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	289	AR-40591	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	290	AR-40592	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	291	AR-40593	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	292	AR-40594	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
195	ST-40175	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 2	293	AR-40595	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	294	AR-40596	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	295	AR-40597	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	296	AR-40598	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	297	AR-40599	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	298	AR-40600	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	299	AR-40601	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
196	ST-40176	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 3	300	AR-40602	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	301	AR-40603	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	302	AR-40604	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	303	AR-40605	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	304	AR-40606	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	305	AR-40607	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	306	AR-40608	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
197	ST-40177	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 4	307	AR-40609	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	308	AR-40610	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	309	AR-40611	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	310	AR-40612	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	311	AR-40613	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	312	AR-40614	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	313	AR-40615	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
198	ST-40178	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 5	314	AR-40616	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	315	AR-40617	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	316	AR-40618	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	317	AR-40619	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	318	AR-40620	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	319	AR-40621	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	320	AR-40622	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
199	ST-40179	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 6	321	AR-40623	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	322	AR-40624	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	323	AR-40625	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	324	AR-40626	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	325	AR-40627	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	326	AR-40628	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	327	AR-40629	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
200	ST-40180	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 7	328	AR-40630	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	329	AR-40631	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	330	AR-40632	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	331	AR-40633	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	332	AR-40634	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	333	AR-40635	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	334	AR-40636	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
201	ST-40181	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 8	335	AR-40637	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	336	AR-40638	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	337	AR-40639	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	338	AR-40640	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	339	AR-40641	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	340	AR-40642	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	341	AR-40643	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
202	ST-40182	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 9	342	AR-40644	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	343	AR-40645	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	344	AR-40646	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	345	AR-40647	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	346	AR-40648	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	347	AR-40649	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	348	AR-40650	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
203	ST-40183	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 10	349	AR-40651	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	350	AR-40652	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	351	AR-40653	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	352	AR-40654	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	353	AR-40655	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	354	AR-40656	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	355	AR-40657	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
204	ST-40184	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 11	356	AR-40658	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	357	AR-40659	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	358	AR-40660	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	359	AR-40661	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	360	AR-40662	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	361	AR-40663	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	362	AR-40664	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
205	ST-40185	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 12	363	AR-40665	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	364	AR-40666	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	365	AR-40667	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	366	AR-40668	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	367	AR-40669	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	368	AR-40670	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	369	AR-40671	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
206	ST-40186	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 13	370	AR-40672	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	371	AR-40673	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	372	AR-40674	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	373	AR-40675	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	374	AR-40676	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	375	AR-40677	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	376	AR-40678	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
207	ST-40187	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 14	377	AR-40679	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	378	AR-40680	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	379	AR-40681	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	380	AR-40682	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	381	AR-40683	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	382	AR-40684	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	383	AR-40685	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
208	ST-40188	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 15	384	AR-40686	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	385	AR-40687	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	386	AR-40688	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	387	AR-40689	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	388	AR-40690	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	389	AR-40691	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	390	AR-40692	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
209	ST-40189	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 16	391	AR-40693	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	392	AR-40694	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	393	AR-40695	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	394	AR-40696	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	395	AR-40697	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	396	AR-40698	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	397	AR-40699	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
210	ST-40190	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 17	398	AR-40700	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	399	AR-40701	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	400	AR-40702	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	401	AR-40703	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	402	AR-40704	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	403	AR-40705	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	404	AR-40706	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
211	ST-40191	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 18	405	AR-40707	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	406	AR-40708	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	407	AR-40709	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	408	AR-40710	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	409	AR-40711	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	410	AR-40712	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	411	AR-40713	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
212	ST-40192	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 19	412	AR-40714	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	413	AR-40715	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	414	AR-40716	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	415	AR-40717	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	416	AR-40718	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	417	AR-40719	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	418	AR-40720	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
213	ST-40193	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 20	419	AR-40721	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	420	AR-40722	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	421	AR-40723	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	422	AR-40724	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	423	AR-40725	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	424	AR-40726	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	425	AR-40727	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
214	ST-40194	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 21	426	AR-40728	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	427	AR-40729	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	428	AR-40730	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	429	AR-40731	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	430	AR-40732	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	431	AR-40733	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	432	AR-40734	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
215	ST-40195	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 22	433	AR-40735	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	434	AR-40736	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	435	AR-40737	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	436	AR-40738	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	437	AR-40739	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	438	AR-40740	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	439	AR-40741	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
216	ST-40196	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 23	440	AR-40742	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	441	AR-40743	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	442	AR-40744	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	443	AR-40745	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	444	AR-40746	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	445	AR-40747	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	446	AR-40748	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
217	ST-40197	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 24	447	AR-40749	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	448	AR-40750	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	449	AR-40751	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	450	AR-40752	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	451	AR-40753	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	452	AR-40754	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	453	AR-40755	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
218	ST-40198	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 25	454	AR-40756	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	455	AR-40757	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	456	AR-40758	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	457	AR-40759	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	458	AR-40760	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	459	AR-40761	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	460	AR-40762	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
219	ST-40199	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 26	461	AR-40763	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	462	AR-40764	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	463	AR-40765	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	464	AR-40766	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	465	AR-40767	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	466	AR-40768	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	467	AR-40769	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
220	ST-40200	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 27	468	AR-40770	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	469	AR-40771	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	470	AR-40772	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	471	AR-40773	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	472	AR-40774	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	473	AR-40775	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	474	AR-40776	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
221	ST-40201	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 28	475	AR-40777	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	476	AR-40778	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	477	AR-40779	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	478	AR-40780	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	479	AR-40781	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	480	AR-40782	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	481	AR-40783	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
222	ST-40202	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 29	482	AR-40784	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	483	AR-40785	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	484	AR-40786	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	485	AR-40787	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	486	AR-40788	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	487	AR-40789	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	488	AR-40790	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
223	ST-40203	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 30	489	AR-40791	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	490	AR-40792	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	491	AR-40793	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	492	AR-40794	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	493	AR-40795	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	494	AR-40796	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	495	AR-40797	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
224	ST-40204	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 31	496	AR-40798	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	497	AR-40799	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	498	AR-40800	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	499	AR-40801	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	500	AR-40802	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	501	AR-40803	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	502	AR-40804	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
225	ST-40205	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 32	503	AR-40805	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	504	AR-40806	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	505	AR-40807	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	506	AR-40808	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	507	AR-40809	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	508	AR-40810	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	509	AR-40811	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST
226	ST-40206	A	SITE J	E1 AND E2 TUNNEL REINFORCEMENT SECTIONS - SHEET 33	510	AR-40812	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	511	AR-40813	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	512	AR-40814	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	513	AR-40815	SITE J - NORTH SOUTH BUILDING SECTION LOOKING WEST	514								

SHEET NO.	DWG NO.	REV NO.	DESCRIPTION	SHEET NO.	DWG NO.	REV NO.	DESCRIPTION	4
ARCHITECTURAL (Cont'd)				ELECTRICAL				
287	AR-40589		SITE J - STAIR C.H. AND ENLARGED PLANS AND SECTIONS	335	EP-40120	A	PLANS	
288	AR-40590		SITE J - STAIR DETAILS - SHEET 1	336	EP-40123		SITE J - B1/UPPER MEZZANINE LEVEL - ELECTRICAL CONDUIT EMBEDMENT LAYOUT PLAN	
289	AR-40591		SITE J - STAIR DETAILS - SHEET 2	337	EP-40401		SITE J - B1/UPPER MEZZANINE LEVEL - ELECTRICAL CONDUIT EMBEDMENT LAYOUT PART PLAN	
290	AR-40592		SITE J - STAIR DETAILS - SHEET 3				SITE J - STREET LEVEL - ELECTRICAL CONDUIT EMBEDMENT LAYOUT PART PLAN	
291	AR-40593		SITE J - STAIR DETAILS - SHEET 4				SECTIONS	
			SCHEDULES AND DETAILS	338	EP-40301		SITE J - TYP. DUCT FROM ROOF MH TO FLOOR SLAB - ELECT. CONDUIT EMBEDMENT DETAIL - N/S LOOKING WEST	
292	AR-40601		SITE J - DOOR SCHEDULE				DETAILS	
293	AR-40602		SITE J - DOOR AND FRAME TYPES	339	EP-40501		SITE J - B1/UPPER MEZZANINE LEVEL - ELECTRICAL CONDUIT EMBEDMENT DETAILS - SHEET 1	
294	AR-40603		SITE J - TYPICAL DOOR FRAME DETAILS	340	EP-40502		SITE J - B1/UPPER MEZZANINE LEVEL - ELECTRICAL CONDUIT EMBEDMENT DETAILS - SHEET 2	
295	AR-40604		SITE J - TYPICAL DOOR FRAME DETAILS				LIGHTNING PROTECTION	
296	AR-40621		SITE J - LOUVER SCHEDULE AND ELEVATIONS	340A	EP-40110		SITE J - B2 LEVEL - LIGHTNING PROTECTION SYSTEM PLAN	
297	AR-40622		SITE J - LOUVER ELEVATIONS	340B	EP-40144		SITE J - ROOF LEVEL - LIGHTNING PROTECTION SYSTEM PLAN	
298	AR-40623		SITE J - LOUVER KEY PLANS AND SECTIONS - SHEET 1	340C	EP-40503		SITE J - LIGHTNING PROTECTION SYSTEM DETAILS	
299	AR-40624		SITE J - LOUVER KEY PLANS AND SECTIONS - SHEET 2				TRACTION POWER	
300	AR-40625		SITE J - LOUVER KEY PLANS AND SECTIONS - SHEET 3	341	PT-40120		SITE J - LEVEL B1 - 34TH STREET SUBSTATION EMBEDDED DUCTS	
301	AR-40626		SITE J - LOUVER PLAN DETAILS - SHEET 1	342	PT-40302		SITE J - 34TH STREET SUBSTATION AC DUCTS AND PROPERTY LINE MANHOLE - SECTION	
302	AR-40627		SITE J - LOUVER PLAN DETAILS - SHEET 2	343	PT-40401		SITE J - LEVEL B1 - 34TH ST. SUBSTATION TO UTILITY SHAFT DUCT DETAILS	
303	AR-40628		SITE J - LOUVER SECTION DETAILS - SHEET 1	344	PT-40502		SITE J - MANHOLE AND CONDUIT EMBEDMENT DETAILS	
304	AR-40629		SITE J - LOUVER SECTION DETAILS - SHEET 2				COMMUNICATIONS	
305	AR-40651		SITE J - PARTITION DETAILS - SHEET 1	345	TC-40125		SITE J - B1 / UPPER MEZZANINE LEVEL - CONDUIT EMBEDMENT PLAN	
306	AR-40652		SITE J - PARTITION DETAILS - SHEET 2	346	TC-40401		SITE J - STREET LEVEL - COMMUNICATIONS CONDUIT EMBEDMENT LAYOUT PART PLAN	
MECHANICAL				REFERENCE DRAWINGS				
			GENERAL	CONTRACT C-26503 - DESIGN DRAWINGS				
307	MD-40011		SITE J - MECHANICAL SYMBOLS, ABBREVIATIONS AND GENERAL NOTES	RF-1	GP-10105		GENERAL PLAN - STA. CC2-18+00 TO STA. CC2-22+65 - SHEET 5	
308	MD-40012		SITE J - GENERAL NOTES - PLUMBING	RF-2	GP-10106		GENERAL PLAN - STA. CC2-22+65 TO STA. CC2-27+50 - SHEET 6	
309	MD-40013		SITE J - MECHANICAL TYPICAL DETAILS - SHEET 1	RF-3	GP-10205		GENERAL PROFILE - TRACK CC2 - STA. CC2-18+00 TO STA. CC2-23+50 - SHEET 5	
310	MD-40014		SITE J - MECHANICAL TYPICAL DETAILS - SHEET 2	RF-4	GP-10206		GENERAL PROFILE - TRACK CC2 - STA. CC2-23+50 TO STA. CC2-27+50 - SHEET 6	
			PLANS	RF-5	GP-10225		GENERAL PROFILE - TRACK CC1 - STA. CC1-17+92.62 TO STA. CC1-22+42.62 - SHEET 5	
311	MD-40101		SITE J - B5 AND R4 LEVEL MECHANICAL EMBEDMENT PLANS - SHEET 1	RF-6	GP-10226		GENERAL PROFILE - TRACK CC1 - STA. CC1-22+42.62 TO STA. CC1-27+42.62 - SHEET 6	
312	MD-40102		SITE J - B5 AND R4 LEVEL MECHANICAL EMBEDMENT PLANS - SHEET 2	RF-7	GP-10304		GENERAL TRANSVERSE SECTIONS - SHEET 4	
313	MD-40103		SITE J - B3 LEVEL MECHANICAL EMBEDMENT PLAN	RF-8	CS-10601		SURVEY TRAVERSE DIAGRAM	
314	MD-40104		SITE J - B2 LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 1	RF-9	CS-10602		SURVEY CONTROL MONUMENTS & TIES - PRIMARY CONTROL POINTS - SHEET 1	
315	MD-40105		SITE J - B2 LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 2	RF-10	CS-10603		SURVEY CONTROL MONUMENTS & TIES - SECONDARY CONTROL POINTS - SHEET 2	
316	MD-40106		SITE J - B2 INTERMEDIATE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 1	RF-11	CS-10604		SURVEY CONTROL MONUMENTS & TIES - SECONDARY CONTROL POINTS - SHEET 3	
317	MD-40107		SITE J - B2 INTERMEDIATE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 2	RF-12	CS-10105		EXISTING TOPOGRAPHIC PLAN - STA. CC2-18+00 TO STA. CC2-23+50 - SHEET 5	
318	MD-40108		SITE J - B1 / UPPER MEZZANINE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 1	RF-13	CS-10106		EXISTING TOPOGRAPHIC PLAN - STA. CC2-23+50 TO STA. CC2-28+50 - SHEET 6	
319	MD-40109		SITE J - B1 / UPPER MEZZANINE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 2	RF-14	CS-10107		EXISTING TOPOGRAPHIC PLAN - BETWEEN 33RD AND 34TH STREETS - SHEET 18	
320	MD-40110		SITE J - B1 / UPPER MEZZANINE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 3	RF-15	CS-10108		EXISTING TOPOGRAPHIC PLAN - BETWEEN 34TH AND 35TH STREETS - SHEET 19	
321	MD-40111		SITE J - B1 / UPPER MEZZANINE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 4	RF-16	CS-10109		EXIST. TOPOGRAPHIC PLAN BELOW STREET LEVEL - STA. CC2-18+00 TO STA. CC2-23+50 - SHEET 1	
322	MD-40112		SITE J - B1 / UPPER MEZZANINE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 5	RF-17	CS-10110		EXIST. TOPOGRAPHIC PLAN BELOW STREET LEVEL - STA. CC2-23+50 TO STA. CC2-28+50 - SHEET 2	
323	MD-40113		SITE J - B1 / UPPER MEZZANINE LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 6	RF-18	CS-10111		TRACK LEGEND, NOTES AND ABBREVIATIONS	
324	MD-40114		SITE J - STREET LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 1	RF-19	TK-10011		TRACK ALIGNMENT DATA	
325	MD-40115		SITE J - STREET LEVEL MECHANICAL EMBEDMENT PLAN - SHEET 2	RF-20	TK-10103		TRACK ALIGNMENT - PLAN - STA. CC2-18+00 TO STA. CC2-28+50	
326	MD-40116		SITE J - SECOND LEVEL MECHANICAL EMBEDMENT PLAN	RF-21	TK-10203		TRACK ALIGNMENT - CC2 PROFILE - STA. CC2-18+00 TO STA. CC2-28+50	
327	MD-40117		SITE J - THIRD LEVEL MECHANICAL EMBEDMENT PLAN	RF-22	TK-10213		TRACK ALIGNMENT - CC1 PROFILE - STA. CC1-18+00 TO STA. CC1-28+50	
328	MD-40118		SITE J - FOURTH LEVEL MECHANICAL EMBEDMENT PLAN	RF-23	ST-30102		34TH STREET STATION - INVERT LEVEL PLAN - SHEET 2	
329	MD-40119		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN	RF-24	ST-30103		34TH STREET STATION - INVERT LEVEL PLAN - SHEET 3	
330	MD-40120		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN	RF-25	ST-30104		34TH STREET STATION - INVERT LEVEL PLAN - SHEET 4	
331	MD-40121		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN	RF-26	ST-30122		34TH STREET STATION - MEZZANINE LEVEL PLAN - SHEET 1	
332	MD-40122		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN	RF-27	ST-30123		34TH STREET STATION - MEZZANINE LEVEL PLAN - SHEET 2	
333	MD-40123		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
334	MD-40124		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
335	MD-40125		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
336	MD-40126		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
337	MD-40127		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
338	MD-40128		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
339	MD-40129		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
340	MD-40130		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
341	MD-40131		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
342	MD-40132		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
343	MD-40133		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
344	MD-40134		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
345	MD-40135		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
346	MD-40136		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
347	MD-40137		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
348	MD-40138		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
349	MD-40139		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
350	MD-40140		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
351	MD-40141		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
352	MD-40142		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
353	MD-40143		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
354	MD-40144		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
355	MD-40145		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
356	MD-40146		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
357	MD-40147		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
358	MD-40148		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
359	MD-40149		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
360	MD-40150		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
361	MD-40151		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
362	MD-40152		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
363	MD-40153		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
364	MD-40154		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
365	MD-40155		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
366	MD-40156		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
367	MD-40157		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
368	MD-40158		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
369	MD-40159		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
370	MD-40160		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
371	MD-40161		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
372	MD-40162		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
373	MD-40163		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
374	MD-40164		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
375	MD-40165		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
376	MD-40166		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
377	MD-40167		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
378	MD-40168		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
379	MD-40169		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
380	MD-40170		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
381	MD-40171		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
382	MD-40172		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
383	MD-40173		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
384	MD-40174		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
385	MD-40175		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
386	MD-40176		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
387	MD-40177		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
388	MD-40178		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
389	MD-40179		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
390	MD-40180		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
391	MD-40181		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
392	MD-40182		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
393	MD-40183		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
394	MD-40184		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
395	MD-40185		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
396	MD-40186		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
397	MD-40187		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
398	MD-40188		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
399	MD-40189		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
400	MD-40190		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
401	MD-40191		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
402	MD-40192		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
403	MD-40193		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
404	MD-40194		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
405	MD-40195		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
406	MD-40196		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
407	MD-40197		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
408	MD-40198		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
409	MD-40199		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
410	MD-40200		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
411	MD-40201		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
412	MD-40202		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
413	MD-40203		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
414	MD-40204		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
415	MD-40205		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
416	MD-40206		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
417	MD-40207		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
418	MD-40208		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
419	MD-40209		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
420	MD-40210		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
421	MD-40211		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
422	MD-40212		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
423	MD-40213		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
424	MD-40214		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
425	MD-40215		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
426	MD-40216		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
427	MD-40217		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
428	MD-40218		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
429	MD-40219		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
430	MD-40220		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
431	MD-40221		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
432	MD-40222		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
433	MD-40223		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
434	MD-40224		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
435	MD-40225		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
436	MD-40226		SITE J - ROOF LEVEL MECHANICAL EMBEDMENT PLAN					
437	MD-40227		SITE					

SHEET NO.	DWG NO.	REV NO.	DESCRIPTION	SHEET NO.	DWG NO.	REV NO.	DESCRIPTION
72							5
REFERENCE DRAWINGS (Cont'd)							
72-01	NY 40174	2	KATH STREET STATION - MEZZANINE LEVEL PLAN - SHEET 3				
72-02	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - TUNNELS T1A, T1B AND T2 INVERT LEVEL PLAN				
72-03	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - TUNNELS T1A AND T1B INTERMEDIATE LEVEL PLAN				
72-04	NY 40174	1	KATH STREET STATION - ENTRANCE TUNNELS - TUNNELS E1 AND E2 INVERT LEVEL PLAN				
72-05	NY 40174	1	KATH STREET STATION - SECTION AT TUNNEL T2				
72-06	NY 40174	2	KATH STREET STATION - SECTIONS AT TUNNEL E1, E2 AND E3				
72-07	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - SECTIONS AT TUNNEL T1A				
72-08	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - SECTIONS AT TUNNEL T1A AND T1B				
72-09	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - LONGITUDINAL SECTION AT TUNNELS T1A AND T1B - SHEET 1				
72-10	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - SECTIONS - LONGITUDINAL SECTION AT TUNNELS T1A AND T1B - SHEET 2				
72-11	NY 40174	1	KATH STREET STATION - UTILITY TUNNELS - SECTIONS AT TUNNELS T2 AND T1B				
72-12	NY 40174	1	KATH STREET STATION - ENTRANCE TUNNELS - SECTIONS AT TUNNELS E1, E2 AND E4				
72-13	NY 40174	1	KATH STREET STATION - ENTRANCE TUNNELS - SECTIONS AT TUNNELS E1 AND E2				
72-14	NY 40174	1	KATH STREET STATION - ENTRANCE TUNNELS - LONGITUDINAL SECTION AT TUNNEL E1				
72-15	NY 40174	1	KATH STREET STATION - ENTRANCE TUNNELS - LONGITUDINAL SECTION AT TUNNEL E2				
CONTRACT C-26503 - CONTRACTOR'S AS-BUILT INSTRUMENTATION DRAWINGS							
72-16			NO. 7 RAILWAY EXTENSION - INSTRUMENTATION AS-BUILT PLAN "LIRR RAILROAD YARD AND AMTRAK TUNNEL"				
72-17			NO. 7 RAILWAY EXTENSION - INSTRUMENTATION AS-BUILT PLAN "34th ST CAVERN, SITE P, SITE K AND AMTRAK TUNNEL"				
FUTURE DEVELOPMENT OVERBUILD STRUCTURE AT SITE J - DESIGN INFORMATION							
72-18	NY 40176	1	SITE J - FUTURE OVERBUILD COLUMN LOCATION PLAN				
72-19	NY 40176	1	SITE J - SUMMARY OF FUTURE OVERBUILD LOADS ON MTA NYCT STRUCTURE				
72-20	NY 40176	1	SITE J - FUTURE OVERBUILD SHALLOW FOUNDATION LOAD PLANS				
72-21	NY 40176	1	SITE J - FUTURE OVERBUILD STRUCTURE - GENERAL NOTES				
72-22	NY 40176	1	SITE J - NYCT OUTSIDE PROJECTS GENERAL NOTES - SHEET 1				
72-23	NY 40176	1	SITE J - NYCT OUTSIDE PROJECTS GENERAL NOTES - SHEET 2				
72-24	NY 40176	1	SITE J - NYCT OUTSIDE PROJECTS GENERAL NOTES - SHEET 3				
72-25	AN 41141		SITE J - REFERENCE STREET LEVEL PLAN				
72-26	AN 41141		SITE J - REFERENCE RAIL LEVEL PLAN				
72-27	AN 41141		SITE J - REFERENCE SOUTH ELEVATION				
72-28	AN 41141		SITE J - REFERENCE EAST ELEVATION				
72-29	AN 41141		SITE J - REFERENCE NORTH ELEVATION				
72-30	AN 41141		SITE J - REFERENCE WEST ELEVATION AND BULKHEAD ELEVATIONS				
72-31	AN 41141		SITE J - REFERENCE ENCLAVED WALL SECTION - TYPICAL				
REVISED DRAWING: ADDENDUM							
New York City Transit Capital Construction						CONTRACT C-26510 SITE J INDEX OF DRAWINGS SHEET 5	
		A GENERAL REVISIONS 7/8/16		DESIGNED BY E. DORRAN DRAWN BY E. SAWICKA CHECKED BY K. SPILLANE APPROVED BY P. WARE		SIGNED SIGNED SIGNED SIGNED	
CONTRACT C-26510 ADDENDUM NO. 1 ADDENDUM NO. 2 ADDENDUM NO. 3 ADDENDUM NO. 4 ADDENDUM NO. 5 ADDENDUM NO. 6 ADDENDUM NO. 7 ADDENDUM NO. 8 ADDENDUM NO. 9 ADDENDUM NO. 10 ADDENDUM NO. 11 ADDENDUM NO. 12 ADDENDUM NO. 13 ADDENDUM NO. 14 ADDENDUM NO. 15 ADDENDUM NO. 16 ADDENDUM NO. 17 ADDENDUM NO. 18 ADDENDUM NO. 19 ADDENDUM NO. 20 ADDENDUM NO. 21 ADDENDUM NO. 22 ADDENDUM NO. 23 ADDENDUM NO. 24 ADDENDUM NO. 25 ADDENDUM NO. 26 ADDENDUM NO. 27 ADDENDUM NO. 28 ADDENDUM NO. 29 ADDENDUM NO. 30 ADDENDUM NO. 31 ADDENDUM NO. 32 ADDENDUM NO. 33 ADDENDUM NO. 34 ADDENDUM NO. 35 ADDENDUM NO. 36 ADDENDUM NO. 37 ADDENDUM NO. 38 ADDENDUM NO. 39 ADDENDUM NO. 40 ADDENDUM NO. 41 ADDENDUM NO. 42 ADDENDUM NO. 43 ADDENDUM NO. 44 ADDENDUM NO. 45 ADDENDUM NO. 46 ADDENDUM NO. 47 ADDENDUM NO. 48 ADDENDUM NO. 49 ADDENDUM NO. 50 ADDENDUM NO. 51 ADDENDUM NO. 52 ADDENDUM NO. 53 ADDENDUM NO. 54 ADDENDUM NO. 55 ADDENDUM NO. 56 ADDENDUM NO. 57 ADDENDUM NO. 58 ADDENDUM NO. 59 ADDENDUM NO. 60 ADDENDUM NO. 61 ADDENDUM NO. 62 ADDENDUM NO. 63 ADDENDUM NO. 64 ADDENDUM NO. 65 ADDENDUM NO. 66 ADDENDUM NO. 67 ADDENDUM NO. 68 ADDENDUM NO. 69 ADDENDUM NO. 70 ADDENDUM NO. 71 ADDENDUM NO. 72 ADDENDUM NO. 73 ADDENDUM NO. 74 ADDENDUM NO. 75 ADDENDUM NO. 76 ADDENDUM NO. 77 ADDENDUM NO. 78 ADDENDUM NO. 79 ADDENDUM NO. 80 ADDENDUM NO. 81 ADDENDUM NO. 82 ADDENDUM NO. 83 ADDENDUM NO. 84 ADDENDUM NO. 85 ADDENDUM NO. 86 ADDENDUM NO. 87 ADDENDUM NO. 88 ADDENDUM NO. 89 ADDENDUM NO. 90 ADDENDUM NO. 91 ADDENDUM NO. 92 ADDENDUM NO. 93 ADDENDUM NO. 94 ADDENDUM NO. 95 ADDENDUM NO. 96 ADDENDUM NO. 97 ADDENDUM NO. 98 ADDENDUM NO. 99 ADDENDUM NO. 100		GP-40005					

EXHIBIT F
MTA LETTER OF SUPPORT



Capital Construction

October 4, 2010

Mr. Robert K. Steel
Deputy Mayor for Economic Development
The City of New York
City Hall
New York, New York 10007

Re: Easement Agreement (the "Easement Agreement") among the City of New York (the "City") and Strategic/Extell 34th Street, LLC, and West 33rd Street LLC (collectively, "Grantor"), dated as of October 12 2010 (the "Effective Date"), concerning Block 705, Lots 1, 5, and part of 54 in Manhattan (the "Property") in connection with the construction and operation of the No. 7 Subway Extension (the "Extension")

Dear Mr. Steel:

This letter is in reference to the Easement Agreement, to which a copy of this letter will be attached.

1. MTACC and NYCT Support of Pass-Through Obligations and Rights

MTA Capital Construction ("MTACC") and New York City Transit Authority ("NYCT") (collectively, the "MTA Entities") hereby acknowledge that the City is entering into the Easement Agreement for purposes of the Extension and that the Easement Agreement obligates the City to cause certain tasks to be performed and certain requirements and standards to be satisfied and/or complied with, and to cause Grantor to be permitted to exercise certain rights, all as described in the following sections of the Easement Agreement (collectively, the "Pass-Through Obligations and Rights"):

Sections 1 (all); 2 (all); 3 (all); 4 (all except (a)(v)); 5 (all except (d), (e), (j)); 6(c)(iii)(B); 7(a)(i) and (ii) and (b); 8 (all); 9(c) and (d); 10(a) and (b); 11; 13(a); 16(b); 19

The MTA Entities hereby advise the City that the Pass-Through Obligations and Rights are acceptable to the MTA Entities, and, therefore, the MTA Entities confirm that they intend to perform, satisfy, comply with and/or permit the exercise of, as applicable to the MTA Entities, the Pass-Through Obligations and Rights, subject to Section 2 of this letter. Although the MTA Entities recognize that the City is relying on this letter in entering into the Easement Agreement, this letter is not intended to be and shall not be construed as an assignment to or assumption by either of the MTA Entities of any of the Pass-Through Obligations and Rights.

For purposes of this MTA

MTA New York City Transit
MTA Capital Construction

MTA New York City Transit
MTA Capital Construction

MTA New York City Transit
MTA Capital Construction

MTA New York City Transit

Without limiting the foregoing, the MTA Entities specifically acknowledge that the Easement Agreement affords Grantor certain Support and Connection Rights¹ to have Grantor's Improvements connect to and derive support from Load Bearing Subway Improvements at Connection Locations and in accordance with the Load Specifications, as shown, identified or described in the Baseline Plans. MTACC acknowledges that its design consultant for the Extension, Parsons Brinckerhoff, designed such Load Bearing Subway Improvements, specified such Connection Locations, and developed such Load Specifications under the direction and oversight of the MTACC, with input from the Hudson Yards Development Corporation. Therefore, subject to Section 2 of this letter, the MTA Entities intend to permit the exercise of Grantor's Support and Connection Rights in a manner consistent with the Load Bearing Subway Improvements, Connection Locations and Load Specifications of the Baseline Plans.

2. City Acknowledgements and Commitments

The City acknowledges that neither this letter, nor any of the Pass-Through Obligations and Rights, are intended to limit or to be construed as limiting the authority of either of the MTA Entities (the "MTA Authority") to impose any conditions or limitations on any Pass-Through Rights and Obligations pursuant to (x) any applicable federal, New York State or New York City law, rule or regulation, or (y) any rule, regulation or policy adopted by or otherwise established by either of the MTA Entities in connection therewith or in furtherance of their responsibilities to operate and maintain the safety and security of the New York City subway system ("MTA Authority Conditions and Limitations").

Also, the City hereby agrees that, notwithstanding the MTA Entities' expression of support of the Pass-Through Obligations and Rights in Section 1 of this letter, neither of the MTA Entities shall be responsible for any costs, expenses, penalties, damages, losses, or other liabilities (collectively, the "Liabilities"), if any, caused by or associated with (x) the imposition by either of the MTA Entities of any MTA Authority Conditions or Limitations that are inconsistent with any Pass-Through Obligations or Rights, and/or (y) any acts or omissions on the part of either of the MTA Entities in furtherance of their responsibilities to operate and maintain the safety and security of the New York City subway system, but which are inconsistent with any Pass-Through Obligations or Rights. The City agrees to hold the MTA Entities harmless from any and all Liabilities. The City's agreements as aforesaid shall be reflected in the indenture ("Indenture") to be entered into among the City, the Metropolitan Transportation Authority and NYCT pursuant to which the City's rights under the Easement Agreement shall be added to the property leased by the City to NYCT pursuant to the Agreement of Lease dated June 1, 1953 (as subsequently amended, restated and extended) between the City and the NYCT pertaining to the leasing of rapid transit facilities (the "Master Lease").

The City further agrees that, in its capacity as Grantee under the Easement Agreement, it shall not agree or consent to any modifications or additions to the Easement Agreement without the consent of the applicable MTA Entity(ies), and that it shall represent and promote the needs and interests of the MTA Entities as necessary and appropriate in connection with Grantor's and


¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Easement Agreement.

Grantee's exercise of their respective rights under the Easement Agreement, as well as discussions and negotiations in connection therewith. Such City agreement shall also be reflected in the Indenture.

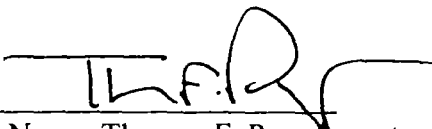
Please indicate your acceptance with the foregoing by counter-signing four (4) originals of this letter where indicated below.

Sincerely,

MTA CAPITAL CONSTRUCTION

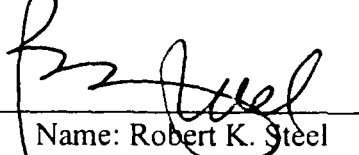
By: 
Name: Michael Horodniceanu
Title: President, MTA Capital Construction

NEW YORK CITY TRANSIT AUTHORITY

By: 
Name: Thomas F. Prendergast
Title: President

ACKNOWLEDGED AND AGREED:

THE CITY OF NEW YORK

By: 
Name: Robert K. Steel
Title: Deputy Mayor for Economic Development

APPROVED AS TO FORM:

OFFICE OF THE CORPORATION COUNSEL

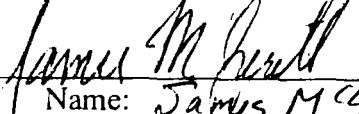
By: 
Name: James M. Smith
Title: Acting Corporation Counsel

EXHIBIT G
LOADING DOCK SECURITY REQUIREMENTS

Grantor shall, or shall cause a reputable and appropriately qualified security company, to:

1. Install and maintain, at the street entrance (the "**Loading Dock Entrance**") to the Loading Dock Area, as close to the curb line as practicable, moveable bollards and/or equivalent moveable protective barriers (collectively, "**Moveable Protective Barriers**") that are sufficient to prevent unauthorized vehicular entry into the Loading Dock Area. Without limiting the foregoing, the Moveable Protective Barriers shall meet the standards set forth in ASTM Standard F2656 for a Condition Designation of M30.

2. Cause a minimum of two appropriately qualified and trained security guards (each, a "**Qualified Security Guard**") to provide security for the Loading Dock Entrance as follows:

(a) Each vehicle seeking entry to the Loading Dock Area shall be inspected by one or more Qualified Security Guards prior to being permitted to pass the Moveable Protective Barriers and enter the Loading Dock Area.

(b) The Moveable Protective Barriers shall be operated by a Qualified Security Guard from a location that is secure and separate from the Loading Dock Entrance. The Qualified Security Guard at the secure location shall communicate electronically with the Qualified Security Guard at the Loading Dock Entrance regarding the operation of the Moveable Protective Barriers.

It is understood that the foregoing requirements relate solely and exclusively to the Loading Dock Area and the Loading Dock Entrance and Grantor shall have no obligations of any nature whatsoever with regard to security for, or relating to, entrances to the Vent Building.