Torres Rojas, Genara FOI# 13027

From: lgonzalez@vno.com
Sent: Wednesday, February 22, 2012 2:06 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Lindsay
Last Name: Gonzalez
Company: Vornado Realty
Mailing Address 1: 210 Route 4 East
Mailing Address 2:
City: Paramus
State: NJ
Zip Code: 07652
Email Address: lgonzalez@vno.com
Phone: 201 587 1000 x2016
Required copies of the records: No

List of specific record(s):
Lease dated 121292 between PATH and One Penn Plaza

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 14, 2012

Ms. Lindsay Gonzales
Vornado Realty
2010 Route 4 East
Paramus, NJ 07652

Re: Freedom of Information Reference No. 13027

Dear Ms. Gonzales:

This is a response to your February 22, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the lease between PATH and One Penn Plaza dated 12/12/92.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13027-LPA.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

MEMORANDUM OF LEASE

1. LANDLORD: SZS 33 ASSOCIATES L.P., a Delaware limited partnership
c/o M.S. Management Associates Inc.
One Merchants Plaza
P.O. Box 7033
Indianapolis, Indiana 46207

2. TENANT: PORT AUTHORITY TRANS-HUDSON CORPORATION, a wholly-owned subsidiary of the Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey, with the Consent of the Congress of the United States of America
One World Trade Center
New York, New York 10048

3. LEASE DATED: December 12, 1991 (the "Lease Date").

4. PREMISES AND LEASED PREMISES: The "Leased Premises" are described in the Lease as the area within the "Building" designated "Parts 1, 2 and 3" on a drawing and metes and bounds description attached to the Lease as Exhibit "B" thereto, a true and complete copy of which drawing and description is attached to this Memorandum of Lease as Exhibit "B" hereto.

The "Building" is described in the Lease as the land and the improvements thereon located at A&S Plaza at 33rd Street and Avenue of the Americas such land being more particularly described by metes and bounds description attached to the Lease as Exhibit "A" thereto, a true and

Prem: 499 Avenue of the Americas

complete copy of which description is attached to this Memorandum of Lease as Exhibit A hereto.

"Area 1" is described in the Lease as an area adjacent to the Leased Premises, lying within the PATH Concourse, shown on and described by metes and bounds on Exhibit B.

"Premises" is described in the Lease as the Leased Premises and Area 1, collectively.

5. LEASE TERM: The term of the Lease (hereafter called "Lease Term") shall commence upon the Lease Date (being hereinafter called "Commencement Date"). The term of this Lease shall end on the day prior to the anniversary of the Commencement Date in 2090 or such earlier date as provided in the Lease (being hereafter called "Termination Date"). Tenant is granted the right, upon 120 days prior written notice to Landlord, to terminate the Lease.

6. USE OF PREMISES: The Premises shall be occupied and used by Tenant solely as a temporary facility to administer first aid to ill passengers, a temporary holding area for detainees (in which detainees may be held for no longer than three (3) hours, and under no circumstances held overnight), and as a police observation post and locker room for security personnel of PATH or The Port Authority of New York and New Jersey (the "Port Authority"), PATH and Port Authority police or independent contractors engaged by PATH or the Port Authority exclusively to perform security functions on behalf of PATH or the Port Authority only and Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. No food storage or preparation shall be permitted except for food consumed by police and security personnel using the Premises. The Premises shall not be used for the

storage of firearms or ammunition, but Tenant may keep at the Premises such firearms and ammunition incidental to the use thereof as are customarily required by Tenant's police and/or security personnel stationed at the Premises.

7. DUTY TO TAKE DOWN <u>OUTER WALL</u>: Landlord has constructed a wall (the "Outer Wall") along the eastern side of Area 1. On or before the Termination Date, Tenant is required, at Tenant's expense, to demolish the Outer Wall and to restore the wall of the Building along Landlord's building line, unless Landlord and Tenant otherwise agree. Notwithstanding the foregoing, if the Lease is terminated within 94 years from the Commencement Date by reason of Tenant's exercise of its right, referred to in Section 2.4 of the Lease and in Section 5 hereof, to terminate the Lease, Landlord shall retain possession of Area 1 for the remainder of the originally stated Lease Term, without the payment of rent or any other fees or charges for the use of Area 1, in which event Landlord shall demolish the Outer Wall and restore the

wall of the Building along Landlord's building line at Landlord's sole cost and expense at the expiration of the period during which Landlord shall be entitled to retain possession of Area 1.

(LANDLORD) SZS 33 ASSOCIATES L.P.,
a Delaware Limited Partnership

By: M. S. MANAGEMENT ASSOCIATES, INC., an Indiana corporation d/b/a SIMON MANAGEMENT COMPANY, its Agent

By: _____
Herbert Simon, Vice Chairman

(TENANT) PORT AUTHORITY TRANS-HUDSON CORPORATION

By: _____
Stanley Brezenoff, President

Attest: _____
ASSISTANT SECRETARY

APPROVED
FORM | TERMS

EXHIBIT A

LEGAL DESCRIPTION OF LAND

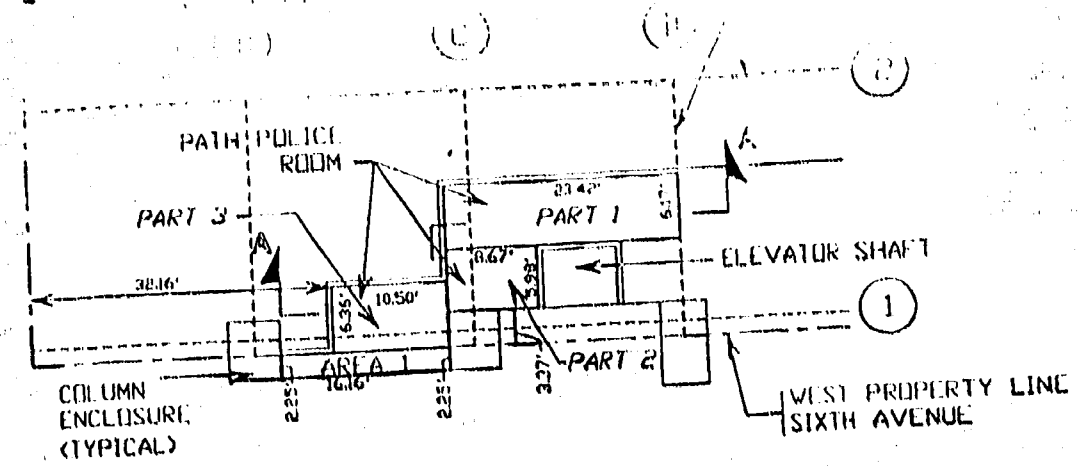
All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City of New York, County of New York, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 32nd Street with the westerly side of Sixth Avenue (formerly Broadway); running thence westerly along the said northerly side of West 32nd Street, 400 feet;

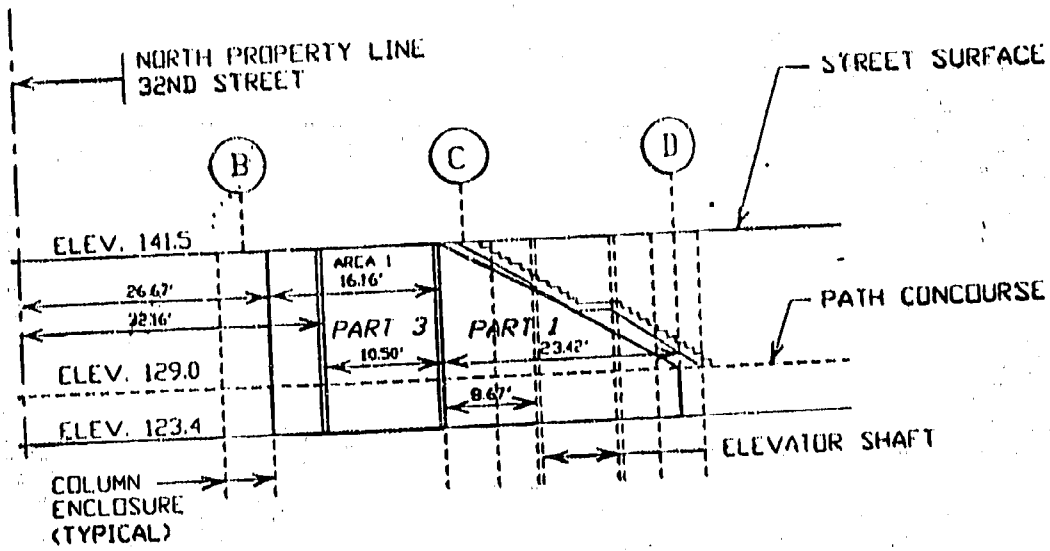
thence Northerly parallel with Sixth Avenue, 197 feet 6 inches to the southerly side of West 33rd Street;

thence Easterly along the said southerly side of West 33rd Street, 400 feet to the corner formed by the intersection of the said southerly side of West 33rd Street with the westerly side of Sixth Avenue;

thence Southerly along the said westerly side of Sixth Avenue, 197 feet 6 inches to the first above mentioned corner point or place of BEGINNING.



PLAN



SECTION A-A

A 1 & PLAZA
PREMISES - PATH POLICE ROOM

9/8/5

SCALE: 1" = 8'

METES AND BOUNDS DESCRIPTION REEL 1832 PG 2043

Part 1

Horizontal Limits

From a point of beginning located by running northerly from a point formed by the intersection of the northerly property line of 32nd Street and the westerly property line of Sixth Avenue a distance of forty-two and sixty-six hundredths (42.66') feet along the westerly property line of Sixth Avenue; thence westerly along a line perpendicular to the course last described a distance of nine and thirty-five hundredths (9.35') feet to the said point of beginning;

Thence northerly along a line perpendicular to the course last described a distance of twenty-three and forty-two hundredths (23.42') feet; thence westerly along a line perpendicular to the course last described a distance of six and seventeen hundredths (6.17') feet; thence southerly along a line perpendicular to the course last described a distance of twenty-three and forty-two hundredths (23.42') feet; thence easterly along a line perpendicular to the course last described a distance of six and seventeen hundredths (6.17') feet to the point of beginning.

Vertical Limits

The vertical limits shall extend vertically upwards from a horizontal plane at elevation one hundred twenty-three and forty hundredths (123.40') feet (New York

City Transit Authority Datum) to a sloping plane whose elevation on the southerly side is one hundred forty-one and fifty hundredths (141.50') feet and whose elevation on the northerly side is one hundred twenty-nine (129.00') feet (N.Y.C.T.A. Datum) within the horizontal limits described above.

Part 2

Horizontal Limits

From a point of beginning located by running northerly from a point formed by the intersection of the northerly property line of 32nd Street and the westerly property line of Sixth Avenue a distance of forty-two and sixty-six hundredths (42.66') feet along the westerly property line of Sixth Avenue; thence westerly along a line perpendicular to the course last described a distance of three and thirty-seven hundredths (3.37') feet to the said point of beginning;

Thence northerly along a line perpendicular to the course last described a distance of eight and sixty-seven hundredths (8.67') feet; thence westerly along a line perpendicular to the course last described a distance of five and ninety-eight hundredths (5.98') feet; thence southerly along a line perpendicular to the course last described a distance of eight and sixty-seven hundredths (8.67') feet; thence easterly along a line perpendicular to the course last described a distance of five and ninety-eight hundredths (5.98') feet to the point of beginning.

Vertical Limits

The vertical limits shall extend vertically upwards from a horizontal plane at elevation one hundred twenty-three and forty hundredths (123.40') feet (N.Y.C.T.A. Datum) to a horizontal plane at elevation one hundred forty-one and fifty hundredths (141.50') feet within the horizontal limits described above.

Part 3

Horizontal Limits

From a point of beginning located by running northerly from a point formed by the intersection of the northerly property line of 32nd Street and the westerly property line of Sixth Avenue a distance of thirty-two and sixteen hundredths (32.16') feet along the westerly property line of Sixth Avenue to the said point of beginning;

Thence westerly along a line perpendicular to the course last described a distance of six and thirty-six hundredths (6.36') feet; thence northerly along a line perpendicular to the course last described a distance of ten and fifty hundredths (10.50') feet; thence easterly along a line perpendicular to the course last described a distance of six and thirty-six hundredths (6.36') feet to the westerly property line of Sixth Avenue; thence southerly along the westerly property line of Sixth Avenue a distance of ten and fifty hundredths (10.50') feet to the point of beginning.

Vertical Limits

The vertical limits shall extend vertically upwards from a horizontal plane at elevation one hundred twenty-three and forty hundredths (123.40') feet (N.Y.C.T.A. Datum) to a horizontal plane at elevation one hundred forty-one and fifty hundredths (141.50') feet (N.Y.C.T.A. Datum) within the horizontal limits described above.

Area 1

Horizontal Limits

From a point of beginning located by running northerly from a point formed by the intersection of the northerly property line of 32nd Street and the westerly property line of Sixth Avenue a distance of twenty-six and sixty-seven hundredths (26.67') feet along the westerly property line of Sixth Avenue to the said point of beginning;

Thence easterly along a line perpendicular to the course last described a distance of two and twenty-five hundredths (2.25') feet; thence northerly along a line perpendicular to the course last described a distance of sixteen and sixteen hundredths (16.16') feet; thence westerly along a line perpendicular to the course last described a distance of two and twenty-five hundredths (2.25') feet to the westerly property line of Sixth Avenue; thence southerly along the westerly property

line of Sixth Avenue a distance of sixteen and sixteen hundredths (16.16') feet to the point of beginning.

Vertical Limits

The vertical limits shall extend vertically upwards from a horizontal plane at elevation one hundred twenty-three and forty hundredths (123.40') feet (N.Y.C.T.A. Datum) to a horizontal plane at elevation one hundred forty-one and fifty hundredths (141.50') feet (N.Y.C.T.A. Datum) within the horizontal limits described above.

SZS 33 Associates, L.P., recorded on March 18, 1988 in Reel 1379 P. 2290.

19. Subordination, Non-Disturbance and Attornment Agreement made as of the 3rd day of March 1988 among Bank of Montreal, New York Branch, Federated Department Stores, Inc. and SZS 33 Associates, L.P., recorded on March 18, 1988 in Reel 1379 P. 2315.

20. Subordination, Non-Disturbance and Attornment Agreement made as of the 3rd day of March 1988 among Bank of Montreal, New York Branch, Federated Department Stores, Inc. and SZS 33 Associates, L.P., recorded on March 18, 1988 in Reel 1379 P. 2339.

21. Subway Entrance Easement and License Agreement dated as of March 1, 1989, between SZS 33 Associates L.P. and The New York City Transit Authority.

22. PATH Entrance Easement and License Agreement dated as of May 17, 1990, between SZS 33 Associates L.P. and Port Authority Trans-Hudson Corporation.

STATE OF ~~NEW YORK~~ INDIANA)
: ss.:
COUNTY OF ~~NEW YORK~~ MARION)

On this 11th day of December, 1991, before me personally appeared Herbert Simon, to me known, who, being by me first duly sworn, did depose and say that he resides at INDIANAPOLIS, IN; that he is the Vice Chairman of M. S. MANAGEMENT ASSOCIATES, INC., an Indiana corporation d/b/a SIMON MANAGEMENT COMPANY, the corporation described in and which executed the foregoing instrument as Agent for SZS 33 ASSOCIATES L.P., a Delaware Limited Partnership; that he knows the corporate seal of the said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was affixed thereto pursuant to the authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to like authority.

Carla J. Arnold
Notary Public

CARLA J. ARNOLD
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. MAY 14,1995

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

On this 12th day of December, 1991, before me personally appeared Stanley Brezenoff, to me known, who, being by me first duly sworn, did depose and say that he is resides at ~~Stanley Brezenoff~~ New York, NY; that he is the President of PORT AUTHORITY TRANS-HUDSON CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was affixed thereto pursuant to the authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to like authority.

Karen E. Eastman
Notary Public

KAREN E. EASTMAN
Notary Public, State of New York
No. 4766314
Qualified in New York County
Commission Expires February 28, 1993

REEL 1832 PG 2050

24204

TICOR TITLE GUARANTEE
39 BROADWAY
NEW YORK, N.Y. 10006

$ 2-
REAL ESTATE
DEC 17 1991
TRANSFER TAX
NEW YORK
COUNTY

41-90 00990/A

BLOCK: 808
LOT: 40

LOC. VER. BY TAX MAP

Lease Examined

R&R
GORDON HURWITZ HUTOWSKY
WEITZEN SHALOV & WEIN
101 Park Ave
N.Y 10178
ATT: Elizabeth Hubbell.

REC. FEE P-13
SST $ 2-
RPT $ R 5314
Y-1

OFFICE OF CITY REGISTER
New York County
RECORDED
Witness my hand
and official seal

Jay A. Bobrow
CITY REGISTER

RECORDED

91 DEC 18 PM 1:36

CITY REGISTER