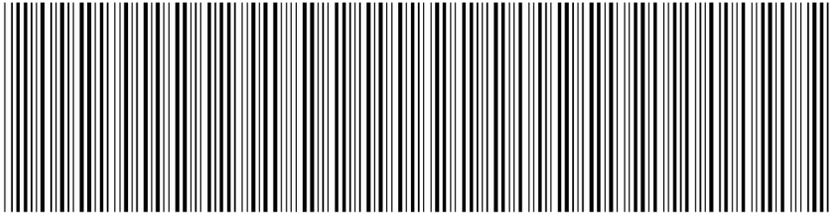


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 8**

**Document ID: 2014041600447002** Document Date: 04-10-2014 Preparation Date: 04-16-2014  
Document Type: MEMORANDUM OF LEASE  
Document Page Count: 7

**PRESENTER:**  
ROYAL ABSTRACT OF NEW YORK LLC(905167)  
500 5TH AVENUE  
SUITE 1540  
NEW YORK, NY 10110  
212-376-0900  
MBASALATAN@ROYALABSTRACT.COM

**RETURN TO:**  
ROYAL ABSTRACT OF NEW YORK LLC(905167)  
500 5TH AVENUE  
SUITE 1540  
NEW YORK, NY 10110  
212-376-0900  
MBASALATAN@ROYALABSTRACT.COM

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
MANHATTAN	676	3	Entire Lot	N/A WEST 30TH STREET
<b>Property Type:</b> NON-RESIDENTIAL VACANT LAND				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**LESSOR:**  
METROPOLITAN TRANSPORTATION AUTHORITY  
347 MADISON AVENUE  
NEW YORK, NY 10017-3739

**LESSEE:**  
WRY TENANT LLC  
C/O THE RELATED COMPANIES, L.P., 60 COLUMBUS  
CIRCLE  
NEW YORK, NY 10023

**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
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>
Recording Fee:	\$	72.00
Affidavit Fee:	\$	0.00

Filing Fee:	\$	0.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	1,976,000.00

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

Recorded/Filed 05-07-2014 10:06  
City Register File No.(CRFN):  
**2014000154630**



*Annette McHill*  
**City Register Official Signature**

METROPOLITAN TRANSPORTATION AUTHORITY

as Landlord

- and -

WRY TENANT LLC

as Tenant

---

MEMORANDUM OF AGREEMENT OF LEASE

---

Dated: April 10, 2014  
Location: N/A West 30<sup>th</sup> Street  
New York, NY  
To be: 646 West 30<sup>th</sup> Street and 656 West 33<sup>rd</sup> Street  
New York, NY

Block: 676  
Lot: p/o Lot 3, to be new Lots 1 and 5  
County: New York

PREPARED BY AND UPON RECORDATION RETURN TO:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attention : Meredith J. Kane, Esq.

905167  
Royal Abstract of New York, LLC  
500 Fifth Avenue, Suite 1540  
New York, NY 10110  
212-376-0900

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Record and Return to:

County of New York  
Block 676, p/o Lot 3,  
to be new Lots 1 and 5

PAUL, WEISS, RIFKIND, WHARTON &  
GARRISON LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attention: Meredith J. Kane, Esq.

**MEMORANDUM OF AGREEMENT OF LEASE (WESTERN RAIL YARD SECTION  
OF THE JOHN D. CAEMMERER WEST SIDE YARD)**

**MEMORANDUM OF AGREEMENT OF LEASE (WESTERN RAIL YARD  
SECTION OF THE JOHN D. CAEMMERER WEST SIDE YARD)** (this "Memorandum"),  
made as of the 10th day of April, 2014, between METROPOLITAN TRANSPORTATION  
AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State  
of New York, having an office at 347 Madison Avenue, New York, New York 10017-3739 (and  
any successor entities thereto, "Landlord") and WRY TENANT LLC, a Delaware limited  
liability company having an office c/o The Related Companies, L.P., 60 Columbus Circle,  
New York, NY 10023 ("Tenant").

**W I T N E S S E T H :**

WHEREAS, Landlord and Tenant have entered into an Agreement of Lease  
(Western Rail Yard Section of the John D. Caemmerer West Side Yard) (as the same as been  
amended, modified or supplemented from time to time, the "Lease"), dated as of the date hereof,  
pursuant to which (x) Landlord will lease to Tenant and Tenant will hire from Landlord, the  
premises more particularly described on Exhibit A attached hereto and made a part hereof (the  
"Premises") and (y) Landlord has agreed to grant to Tenant an exclusive right to purchase from  
Landlord, the Premises in accordance with the terms of the Lease; and

WHEREAS, in accordance with Section 294-3 of the New York State Real  
Property Law, the parties desire to record this memorandum summarizing certain (but not all) of  
the provisions, covenants and conditions set forth in the Lease.

NOW, THEREFORE, Landlord and Tenant declare as follows:

1. The term of the Lease shall commence on the date hereof, and shall end on  
December 2nd, 2112, unless such term shall sooner end pursuant to any of the  
covenants, agreements, terms, provisions and limitations of the Lease or  
pursuant to law.

2. The Lease contains a purchase option given by Landlord in favor of Tenant to acquire fee title to the Premises and any and all buildings and improvements located thereon, pursuant to and in accordance with the provisions of Article 10 of the Lease.
3. Intentionally omitted.
4. The Lease contains a provision for the severance of the Premises and the execution and creation of one or more severed parcel leases in accordance with Article 9 of the Lease.
5. The Lease is subject and subordinate in all respects to that certain Amended, Modified, and Restated High Line Easement Agreement by and among Landlord, LIRR and the City, dated as of April 10, 2013, and recorded on July 12, 2013 as CRFN No. 2013041500721008.
6. This Memorandum shall be deemed terminated and of no further force or effect following the date upon which the Premises has been conveyed to Tenant.
7. In the event of any inconsistency or conflict between the terms of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument.
9. A copy of the Lease is maintained at the offices of Landlord.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties hereto as of the day and year first above written.

METROPOLITAN TRANSPORTATION  
AUTHORITY

By: Jeffrey B. Rosen  
Name: **Jeffrey B. Rosen**  
Title: **Director, Real Estate**

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On the 2nd day of April in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey B. Rosen individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CAROL ROTHSTEIN-VIOLA  
Notary Public, State of New York  
No. 01RO6051364  
Qualified in Kings County  
Commission Expires Nov. 27, 2014

[Signature]  
Notary Public

[Signatures continue]

Signature Page to WRY Memorandum of Agreement of Lease

WRY TENANT LLC, a Delaware limited liability company

By:   
Name: L. Jay Cross  
Title: President

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On the 10<sup>th</sup> day of April in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared L. Jay Cross, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ALLISON EGGLESTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01EG6103706  
Qualified in Suffolk County  
My Commission Expires January 06, 2016

*Signature Page to WRY Memorandum of Agreement of Lease*

## **Exhibit A**

### **Premises**

#### Airspace Above Lower Limiting Plane Parcel

All of the airspace above a lower limiting plane of 40.55 feet (Manhattan Borough Datum) within the following horizontal boundary:

Beginning at a point formed by the intersection of the southerly line of West 33rd Street (60' R.O.W.) and the easterly line of Twelfth Avenue (R.O.W. varies); running thence

1. Along said southerly line of West 33rd Street, South 89°56'53" East, a distance of 800.00 feet to a point formed by the intersection of said southerly line of West 33rd Street and the westerly line of Eleventh Avenue (100' R.O.W.); thence
2. Along said westerly line of Eleventh Avenue, South 00°03'07" West, a distance of 538.26 feet to a point; thence
3. Leaving Eleventh Avenue, North 89°49'42" West, a distance of 439.40 feet to a point; thence
4. North 69°32'56" West, a distance of 61.90 feet to a point; thence
5. North 89°57'45" West, a distance of 302.58 feet to a point on the said easterly line of Twelfth Avenue; thence
6. Along said easterly line of Twelfth Avenue, North 00°03'07" East, a distance of 515.85 feet to the Point of Beginning.

Encompassing an area of 422,936 S.F./9.709 acres, more or less.

#### Terra Firma Parcel

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 formed by the intersection of the northerly line of West 30th Street (60' R.O.W.) and the easterly line of Twelfth Avenue (R.O.W. varies); running thence

1. Along said easterly line of Twelfth Avenue, North 00°03'07" East, a distance of 196.65 feet to a point; thence

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2. Leaving Twelfth Avenue, South 89°57'45" East, a distance of 302.58 feet to a point; thence
3. South 69°32'56" East, a distance of 61.90 feet to a point; thence
4. South 89°49'42" East, a distance of 439.40 feet to a point on the westerly line of Eleventh Avenue (100' R.O.W.); thence
5. Along said westerly line of Eleventh Avenue, South 00°03'07" West, a distance of 174.24 feet to a point formed by the intersection of said westerly line of Eleventh Avenue and the aforementioned northerly line of West 30th Street; thence
6. Along said northerly line of west 30th Street, North 89°56'53" West, a distance of 800.00 feet to the Point of Beginning.

Encompassing an area of 147,064 S.F./3.376 acres, more or less.

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