

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

Supplemental Agreement
NO. 23

Date
June 15, 1999

To Lease No. GS-02B-22680

Address of Premises: 110 West 44th Street, New York, New York

THIS AGREEMENT, made and entered into this date by and between 1133 Buildings Corporation

whose address is 1133 Avenue of the Americas - New York, NY 10036

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, as described below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 15, 1999 as follows:

1. The parties agree that (i) the Lease will be partially terminated with respect only to the space on the 11th floor in accord with the terms of this supplemental lease agreement; and (ii) by September 15, 1999, the Government will vacate and release the 11th floor space in its entirety and deliver same to Lessor vacant, broom clean, free of all personal property, tenancies and occupancies and otherwise in accordance with all of the terms and conditions of the Lease, as if this date were the expiration date of the Lease with respect to the 11th floor space. Per Supplemental Lease Agreement No. 18, the 11th floor space comprises 13,114 net usable square feet of office space.
2. The Government will continue to pay annual rent at the current annual rate of \$9,925,618.01 for a one year period through September 14, 2000. For the 180,330 net usable square feet of space that the Government will continue to occupy, the Government will continue to make adjustment for CPI escalation and real estate taxes in accordance with the Lease.
3. Effective September 15, 2000, the Government shall occupy a total of 180,330 net usable square feet of space and the rent shall be reduced by \$638,298.65
4. For purposes of computing additional rent for increases in real estate taxes attributable to occupancy until September 14, 2000, the Government's share of the rentable square feet in the Building is set at 28.57%. Thereafter, following the termination of the Government's occupancy of the 11th floor space, the Government's share of the rentable square feet in the Building shall be set at 26.63%. From and after September 15, 1999, the parties agree that the leased premises shall be deemed to mean only those portions of the leased premises other than the 11th floor space.
5. The government recognizes that the Lessor has another Lessee for this space and that the government is required to vacate this space by September 15, 1999 in order for the Lessor to prepare the space for the new tenant.

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

1133 Buildings Corporation

BY _____ (Signature) _____ (Title)

IN PRESENCE OF _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA
BY _____ (Signature) _____ (Official Title)

President

Contracting Officer

NY0005615