

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.25
	TO LEASE NO. GS-02B-22680
ADDRESS OF PREMISES 1133 AVENUE OF THE AMERICAS (AKA 1133 6TH AVENUE) NEW YORK, NY 10036	PDN Number: N/A

THIS AMENDMENT is made and entered into between **DOLP 1133 PROPERTIES II LLC**, a Delaware limited liability company,

whose address is: c/o The Durst Organization Inc., One Bryant Park, 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 Lease (as hereinafter defined);

WHEREAS, 1133 Building Corp. ("1133 BC"), predecessor-in-interest to Lessor, and the Government entered into that certain Lease For Real Property dated as of September 22, 1992 GS-02B-22680 (as the same may have been amended prior to the date hereof, collectively, the "Lease") covering certain premises (collectively, the "Premises"), which includes the tenth (10th) floor (the "10th Floor"), in the building designated and known as 1133 Avenue of the Americas, in the Borough of Manhattan, City, County and State of New York; and

WHEREAS, the Lessor has succeeded to the interest of 1133 BC in and to the Lease; and

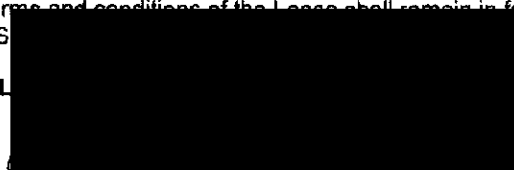
WHEREAS, the Lessor and the Government desire that the Government terminate the Lease with respect to the 10th Floor prior to the expiration date of the Lease, and the parties desire to set forth the terms thereof as well as to modify the Lease in certain other respects as hereinafter set forth.

This Lease Amendment contains 5 pages.



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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the below date.

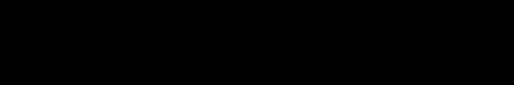
FOR THE LESSOR:

Signature: 
Name: Jonathan Durst
Title: President
Entity Name: DOLP 1133 Properties II LLC, a Delaware limited liability company
By: The Durst Manager LLC, a New York limited liability company, its Manager
By: SRDA Manager, LLC, a New York limited liability company, its Managing Member
Date: 7-11-13

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7/16/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Jeanne J. Lanning
Title: Lease Administrator
Date: July 11, 2013

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the Lease is amended, effective upon Government execution, as follows:

- A.** Use of the GSA Form 276, Supplemental lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now be hereby construed to mean "Lease Amendment."
- B.** Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Lease.
- C.** Termination of the Lease with respect to the 10th Floor.

1. Notwithstanding anything in the Lease, as amended hereby, to the contrary, the term of the Lease, as amended hereby, solely with respect to the 10th Floor shall expire as of the close of business on July 31, 2013 (as such date may be extended pursuant to the terms of this Lease Amendment, the "10th Floor Termination Date"). The date that the Government shall actually surrender possession of the 10th Floor in accordance with the terms hereof, which date shall be no later than 5 P.M. on June 30, 2013, shall be referred to herein as the "Required Surrender Date." The Government shall surrender possession of the 10th Floor to the Lessor on or prior to 5 P.M. on June 30, 2013 (time being of the essence) vacant, free of tenancies and occupancies and otherwise in accordance with all of the terms and conditions of the Lease, as amended hereby, as if the Required Surrender Date were the expiration date of the Lease, as amended hereby, with respect to the 10th Floor. Following the Required Surrender Date, the Lessor at its expense shall remove all of the furniture and personal property of the Government remaining in the 10th Floor (collectively, the "Remaining Furniture"), it being agreed that the Government at its election may remove any furniture and personal property of the Government in the 10th Floor prior to the Required Surrender Date. The Government acknowledges that all of the Remaining Furniture shall be deemed to be abandoned by the Government. If the Required Surrender Date does not occur on or prior to 5 P.M. on June 30, 2013, the 10th Floor Termination Date shall be deemed to be automatically extended on a day-for-day basis until the occurrence of the Required Surrender Date, so that in all instances the 10th Floor Termination Date shall occur one (1) calendar month following the Required Surrender Date. However, if the Required Surrender Date does not occur on or prior to the close of business on August 1, 2013, the Government shall be deemed to be holding over with respect to the 10th Floor as of 5 P.M. on September 1, 2013, and the Lessor may exercise all of its applicable rights and remedies with respect thereto set forth in the Lease, as amended hereby, and as may be provided at law or in equity.

2. Solely in connection with the Government's removal of any furniture and personal property of the Government in the 10th Floor prior to the Required Surrender Date (approximately between June 15, 2013 and June 30, 2013), the Lessor at no charge (but otherwise upon and subject to the applicable terms of the Lease, as amended hereby) shall provide the Government with (a) non-exclusive use of the combination car designated as D3 for four (4) hours each morning on weekdays and (b) up to thirty (30) hours of after-hours non-exclusive freight elevator service (including, without limitation, the posting of a security guard by the Lessor at the loading dock).

3. As of the Required Surrender Date, the Government does hereby surrender to the Lessor all of its right, title and interest in and to the 10th Floor, together with all non-moveable fixtures, improvements, installations and appurtenances therein which are required to be surrendered to the Lessor in accordance with the Lease, as amended hereby (it being acknowledged that the Government shall not be obligated to remove any alterations or improvements located in the 10th Floor (including all wiring and cabling installed by or on behalf of the Government) as of the date hereof). As of the 10th Floor Termination Date, the Lease, as amended hereby, shall be canceled and terminated solely with respect to the 10th Floor, and neither party shall have any further rights or obligations under the Lease, as amended hereby, with respect to the 10th Floor, except for (a) any true-up of annual rent and additional rent (e.g., Operating Cost adjustment, adjustment on account of increases in real estate taxes, overtime HVAC, freight elevator charges and the like) payable by the Government with respect to the 10th Floor through the 10th Floor Termination Date, (b) any tort claims with respect to the 10th Floor

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through the 10th Floor Termination Date to the extent provided by the Federal Tort Claims Act (28 U.S.C. Section 1346(b)), (c) any other disputes under the Lease, as amended hereby, with respect to the 10th Floor through the 10th Floor Termination Date, which shall be subject to the Contract Disputes Act of 1978, 41 U.S.C.S. §§ 601 et seq., and any amendments thereto and (d) any obligations of Tenant under this Lease Amendment.

4. From and after the date of this Lease Amendment, the Government shall grant the Lessor and its prospective tenants and their respective agents, brokers or representatives access to the 10th Floor upon reasonable advance notice (which may be telephonic) for the purpose of inspecting the 10th Floor, subject to the terms of Lessor's Access set forth in the Lease Paragraph 18. GENERAL CLAUSES CHANGES, sub-paragraph K.

5. Notwithstanding anything herein to the contrary, the Lessor shall remove at the Government's expense any hazardous substances in violation of applicable laws discovered by the Lessor in the 10th Floor that were introduced by or on behalf of the Government.

6. The provisions of this Paragraph C shall survive the 10th Floor Termination Date.

D. Elevator. From and after the Required Surrender Date, the Lessor and the Government hereby agree that the Lessor shall have exclusive use of the elevator cab designated as A3 (as shown on Exhibit A attached hereto) for access to the 10th Floor, it being agreed that the foregoing shall not constitute a default by the Lessor, entitle the Government to any abatement or reduction in annual rent or additional rent, relieve the Government of any obligation under the Lease, as amended hereby, or impose any liability upon the Lessor.

E. Lease Rental. The Government will continue to pay through the 10th Floor Termination Date (a) annual rent at the current rate of \$9,081,149.91 per annum, (b) adjustments on account of increases in real estate taxes calculated in the manner set forth in the Lease, as amended hereby (currently equal to \$2,215,840.70 per annum) and (c) an Operating Cost adjustment calculated in the manner set forth in the Lease, as amended hereby (currently equal to \$1,143,292.40 per annum). Effective from and after the day immediately following the 10th Floor Termination Date, the Government will continue to pay the annual rent, adjustments on account of increases in real estate taxes and an Operating Cost adjustment (each calculated in the manner set forth in the Lease, as amended hereby), it being agreed that the annual rent (which does not include adjustments on account of increases in real estate taxes and the Operating Cost adjustment) shall be reduced by the sum of \$1,126,519.84. The parties acknowledge that (i) as of the date of this Lease Amendment, the Premises consists of 180,330 net usable square feet and (ii) from and after the day immediately following the 10th Floor Termination Date, the Premises shall consist of 157,960 net usable square feet.

F. Percentage of Occupancy. For purposes of computing additional rent for adjustments on account of increases in real estate taxes attributable to occupancy until the 10th Floor Termination Date, the Government's share of the rentable square feet in the Building is set at 26.83%. Following the 10th Floor Termination Date, the Government's share of the rentable square feet in the Building shall be set at 23.33%. From and after the day immediately following the 10th Floor Termination Date, the parties agree that the Premises shall be deemed to mean only those portions of the Premises other than the 10th Floor.

G. Broker. The parties represent that they have not dealt with any broker, agent, or finder in connection with this Lease Amendment. The provisions of this Paragraph G shall survive the 10th Floor Termination Date.

H. Electricity. Effective from and after the day immediately following the 10th Floor Termination Date, the Lessor, and not the Government, shall be responsible for providing and paying for the electricity to supply power to all lighting, electrical receptacles, air-conditioning, and other equipment servicing the 10th Floor. The Lessor at its expense shall remove these areas from the kilowatt hour/demand measuring devices for electricity which is paid by the Government. The Lessor shall further provide written evidence to the Government Contracting Officer no later than three (3) weeks following the 10th Floor Termination Date, that the measuring devices covering the remainder of the Premises do not measure electricity to supply power to any lighting, electrical receptacles, air-conditioning, and other equipment servicing the 10th Floor.

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Lease Amendment Form 12/12

I. Expiration Date. The Lessor and the Government acknowledge that the expiration date of the term of the Lease is September 21, 2014.

J. Certification. The Government hereby certifies as of the date hereof that the Lease is in full force and effect and has been further modified or amended by Supplemental Lease Agreements 1 through 24. The statements set forth herein are based on a review of the Lease by the Contracting Officer. The Government shall not be liable for any latent defect in or condition of the Premises discoverable upon a reasonable inspection. The Government does not warrant or represent that the Premises comply with applicable Federal, State, or Local laws. Nothing contained herein is intended by the Government to constitute a waiver of the Government's rights as sovereign.

K. Miscellaneous. Except as amended herein, all of the other terms, covenants and conditions of the Lease are and shall remain in full force and effect and are hereby ratified and confirmed. This Lease Amendment is submitted to the Government on the understanding that it shall not be considered an offer and shall not bind the Lessor in any way until (i) the Lessor has duly executed and delivered duplicate originals to the Government, and (ii) the Government has executed and unconditionally delivered one of said originals to the Lessor. This Lease Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Lease Amendment may be executed in counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument. If any of the provisions of the Lease, as amended hereby, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Lease, as amended hereby, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of the Lease, as amended hereby, shall be valid and enforceable to the fullest extent permitted by law. This Lease Amendment may not be orally waived, terminated, changed or modified. The Lessor and the Government each represents and warrants to the other that (a) this Lease Amendment (1) has been duly authorized, executed and delivered by such party and (2) constitutes the legal, valid and binding obligation of such party and (b) the execution and delivery of this Lease Amendment is not prohibited by, nor does it conflict with or constitute a default under, any agreement or instrument to which such party may be bound or any legal requirements applicable to such party.

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