

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENT AGREEMENT No. 25	DATE: September 27, 2010
	TO LEASE NO. GSB-03B07358	PDN # 0017958

ADDRESS OF PREMISES Main Post Office Building
2970 Market Street
Philadelphia, PA 19104



THIS AGREEMENT, made and entered into this date by and between Brandywine Cira PO Master Tenant LLC with an address of 555 E. Lancaster Avenue, Suite 100, Radnor, PA 19087, successor by assignment to United States Postal [REDACTED], hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to clarify the above Lease to establish and summarize the approved prices for previously issued Notices To Proceed for Tenant Improvements as indicated below and to indicate which cost shall be considered to be part of the Tenant Improvement Allowance and which cost shall be reimbursable on a lump sum basis.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date hereof, as follows:

- Set forth below is a list of the approved prices for previously issued Notices to Proceed for Tenant Improvements.
- Approval of Notices to Proceed. Pursuant to Section 3.12 of the Lease Specifications, set forth below is a list of the approved prices for the previously issues Notice to Proceed for each of the Tenant Improvement Subcontracts identified below:

NOTICE TO PROCEED	TI Allowance	Lump-sum Reimbursable
Install Furniture Grommets - NTP #53		[REDACTED]
RFI #225 - Kitchen Power - NTP #53		[REDACTED]
RFI #234 - Kitchen Shunt Breakers - NTP #53		[REDACTED]
RFI #434 - Equipment #K301(Wash Down Panel - NTP #53		[REDACTED]
RFI #511 - UPS Room Fire Protection - NTP #53		[REDACTED]
RFI #558 - 1NE Transfer Duct - NTP #53		[REDACTED]
RFI #566 - Credit Union Sidelight Revision - NTP #53		[REDACTED]
Dock Lift - NTP #53	[REDACTED]	
RFI# 337 - Furniture Feed Conflicts - NTP #53	[REDACTED]	
RFI# 461 - Encellium Returned Matrix - NTP #53	[REDACTED]	
RFI# 554 - Transfer Duct Rm 1-Q11 [REDACTED] NTP#53	[REDACTED]	
RFI# 562 - BAS Devices in Dining Area - NTP #53	[REDACTED]	
ASI #37 - Dialog Tellers Stations CU Area - NTP #54		[REDACTED]
ASI #42C - IDF Room Power - NTP #54		[REDACTED]
RFI #257 - Hardware Set 150 - Sliding Door Track - NTP #54		[REDACTED]
RFI #429 - [REDACTED] - NTP #54		[REDACTED]
RFI #452 - Receptacle For Water Heater - NTP #54		[REDACTED]
RFI #494 - Convert detectors (Motion)at Outdr Dining- NTP #54		[REDACTED]



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RFI #523 - [REDACTED] - NTP #54		[REDACTED]
RFI #538 - Room 2-D23.100 Copier Outlet - NTP #54		[REDACTED]
RFI #539 - [REDACTED] - NTP #54		[REDACTED]
RFI #541 - 240v Receptacle at [REDACTED] - NTP #54		[REDACTED]
RFI #546 & 565 [REDACTED] - NTP #54		[REDACTED]
RFI #550 - PTZ Upgrade to IVA Compatability - NTP #54		[REDACTED]
RFI #589 - Flushometer Power - NTP #54		[REDACTED]
RFI #590 - Fitness Center Tile - NTP #54		[REDACTED]
RFI #602 - Power for Unislide Sliding Doors - NTP #54		[REDACTED]
RFI #610 - 20 Core drills in RAF - NTP #54		[REDACTED]
PCI #376 - BIT Accel Furniture Install (July 19-30) - NTP #54		[REDACTED]
PCI #393 - 2 rack PDUs - NTP #54		[REDACTED]
PCI #394 - Local 98 Support IRS Vendor Procured Eqpt- NTP #54		[REDACTED]
RFI #242 - M3C Pole Breaker NTP #54	[REDACTED]	
RFI #482 - Room 1-G04.100 Open Area Revisions NTP #54	[REDACTED]	
RFI #484 - Multi-Pupose Rm Circuiting NTP #54	[REDACTED]	
RFI #512 - Conf Rm Changed into Two Private Offices NTP #54	[REDACTED]	
RFI #548 & 555 - 3rd Floor Furniture Feeds NTP #54	[REDACTED]	
ASI No. 42RR "C" - Mini IDF Room Power - NTP #55		[REDACTED]
X-38 - Randolph Sheppard HVAC Design - NTP #55		[REDACTED]
PCI 398 - Access Control Changes NTP #56		[REDACTED]
PCI 436 - 2nd shift work- RWA #3 NTP # 57		[REDACTED]
RFI 543 - Smoke Detector in [REDACTED] Costs RWA #5 NTP # 57		[REDACTED]
RFI 632 - Dishwasher Stainless Sides [REDACTED] RWA #5 NTP # 57		[REDACTED]
RFI 617 - Carpet Changes to 2nd Flr Passage Offices NTP #57	[REDACTED]	
TOTAL	\$102,012.98	\$507,630.07

The total cost of all the Tenant Improvements associated with the work identified in the above-referenced Notice to Proceed column is \$609,643.05 of which \$102,012.98 shall be considered as part of the Tenant Improvement Allowance as set forth in Section 1.7 of the Lease Specifications, and the remaining balance of \$507,630.07 set forth in the Lump-sum column shall be paid directly to the Lessor based on invoices received as this work is completed in accordance with the instructions set forth below in Section 5.

3. The aggregate amount of the Tenant Improvement Allowance approved by the Government in accordance with the provisions of the Lease as of the date hereof is \$26,675,708.75 which number is the sum of the Tenant Improvement amount set forth in Section 4 of Supplemental Lease Agreement No. 23 in the amount of \$26,573,695.77, plus \$102,012.98 as set forth in the TI Allowance in Section 1 above.

4. In addition to the approved Tenant Improvement Allowance, as of the date hereof the following Tenant Improvements to be funded via lump-sum payments by the Government to Developer that have been authorized in those certain Supplemental Lease Amendments:

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SLA (PDN Number)	Description of Tenant Improvement	Approved Cost of Tenant Improvement
SLA # 1 (PS0012095)	Boiler Design Documentation	\$ [REDACTED]
SLA #2 (PS0012333)	[REDACTED]	\$ [REDACTED]
SLA # 3 (PS0013594)	Portion of Construction Documents	\$ [REDACTED]
SLA # 4 (PS0013956)	Design and Construction of Boilers	\$ [REDACTED]
SLA #6 (PS0015034)	Portion of Design Changes	\$ [REDACTED]
Amended / Restated SLA #7 (PS0015271)	Reconciliation of TI in Core Shell and TI Scope Reduction	\$ [REDACTED]
Amended / Restated SLA #8 (PS0015517)	NTP Summary, Lump-sum TI work and [REDACTED] Funding	\$ [REDACTED]
SLA # 10 (PS0015651)	Tele/ Data and Security Additional Work	\$ [REDACTED]
SLA # 11 (PS0015917)	Audio Visual Additional Work	\$ [REDACTED]
SLA # 12 (PS0015850)	NTP Summary and Lump Sum TI Work	\$ [REDACTED]
SLA # 15 (PS0016774)	Outdoor Dining	\$ [REDACTED]
SLA # 16 (PS0016627)	NTP Summary and Lump Sum TI Work	\$ [REDACTED]
SLA # 17 (PS0016835)	NTP Summary and Lump Sum TI Work	\$ [REDACTED]
SLA # 19 (PS0017418)	NTP Summary and Lump Sum TI Work (per Article 3 above)	\$ [REDACTED]
SLA # 23 (PS0017707)	NTP Summary and Lump Sum TI Work	\$ [REDACTED]
SLA # 25 (PS0017958)	NTP Summary and Lump Sum TI Work (per Article 3 above)	\$ [REDACTED]
TOTAL		\$ 20,369,883.27

5. The attached Amendment No. 25 to the Memorandum of Understanding of the same date is hereby incorporated into the above-referenced Lease.

6. The cost of the work identified in the Lump Sum Reimbursable column in Section 1 above in the amount \$507,630.07 shall be submitted for review and payment based on monthly progress billings as the work is completed. Properly executed monthly invoices shall be forwarded to: General Services Administration, Greater Southwest Region, (7BC), P. O. Box 17181, Forth Worth, Texas 76102-0181. A copy of the invoice must also be forwarded to the Contracting Officer at: General Services - Administration, Chesapeake Service Center, 20 North Eighth Street, 9th Floor, Philadelphia, PA 19107-2191, ATTN: John McFadden.. For an invoice to be considered proper, it must: a) be received after the execution of this SLA, 2) reference the PDN number specified on this SLA, 3) Include a unique, vendor supplied invoice number, 4) Indicate exact payment amount requested, and 5) payee name and address must be specified and match exactly the Lessor's name and address listed above, or, if completed, the remittance name and address listed below. If Lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered here:

INITIALS: [Signature] & [Signature]
LESSOR & GOVERNMENT

[REDACTED]
[REDACTED]
Attention: Lisa A. Geary
ABA # [REDACTED]
A/C#: [REDACTED]
Reference: [REDACTED] Philadelphia

7. 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: Brandywine Cira PO Master Tenant LLC

BY _____
[REDACTED] Senior Vice President

IN PRESENCE OF (WITNESSED BY):

[REDACTED] (Title)

UNITED

BY _____
Contracting Officer, GSA
(Official title)

INITIALS: _____ & _____
LESSOR GOVERNMENT