

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENT AGREEMENT No. 29	DATE: February 15, 2011
	TO LEASE NO.  GSB-03B07358	PDN # PS0019226
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 Service, 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 issued Notice to Proceed for each of the Tenant Improvement Subcontracts identified below:

NOTICE TO PROCEED	TI Allowance	Lump-sum Reimbursable
BRT 021 - Mini MDF L 14-30 - NTP #64		
BRT 010, 018, 026, 027 - IRS 2nd, 3rd, 5th Fl Data Adds - NTP #64		
BRT 011 - Stanchions - NTP #64		
BRT 015 - Install door holders on 8 doors - NTP #64		
PCI 414 - Open House Standby Labor - NTP #64		
PCI 580 - Damaged Magenta Cards - NTP #64		
PCI 581 - Relocate One Auto Door Operator - NTP #64		
RFI 285 - Move 3rd Floor Rm Wall - NTP #64		
RFI 453 - Shower Located Over Beams - NTP #64		
RFI 603 - Chip Slabs at Outdoor Dining Area - NTP #64		
RFI 608 - 1st Floor Break Rm Sliding Door Operators - NTP #64		
RFI 622 - [REDACTED] - NTP #64		
RFI 627 - Millwork Wall Caps - NTP #64		
RFI 638 - Fitness Center Sinks - NTP #64		
RFI 642 - Veneer Door Jambs to Match Doors - NTP #64		

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RFI 661B - Install Ice Machines (Electric only) - NTP #64		
RFI 663 & 698 - [REDACTED] - NTP #64		
RFI 668 - ASI 42: 2nd and 4th FI IDF Rm Circ. Break. - NTP #64		
RFI 693 - 4-M04.200 AV - NTP #64		
RFI 728 - Delete Under Counter Lighting in CU - NTP #64		
RFI 736A - ASI 35's missing pwr & data (excl Security) -NTP #64		
RFI 736B - Door Operator Changes (Security) - NTP #64		
RFI 657 - Level 1 Testing Room Furniture Feeds - NTP #64		
RFI 584 - Rec./Scamps/Mail Area Emerg Lock Down - NTP #64		
RFI 333A - Door K11.300N/02 Door only - NTP #64		
RFI 432 - Delete Core Drill - NTP #64		
RFI 450 - Flow Switch Concerns in 4 rooms - NTP #64		
PCI 543 - Hook up SCAMPS Machine - NTP #64		
PCI 570 - Core Drill Reconciliation Credit - NTP #64		
Reconciliation of Ritter Elevator Costs - NTP #64		
Comprehensive Settlement LOR - NTP #65		
BRT 019 - 5th Floor Column E-23 Whip Power - NTP #65		
BRT 032 - MEO Print Room - NTP #65		
Utilities Allowance Credit - TI credit to SLA 012 - NTP #65		
BRT 008 - Soap Dispensers - NTP #66		
BRT 041 - Ice Machine Sterilization - NTP #66		
BCJ Reimbursables - NTP #66		
X-4 - NTP #66		
X-13 - NTP #66		
Lighting Allowance Credit - NTP #67		
BRT 017 - Restroom Door Operators - NTP #67		
MPO 1189 - Relocate card reader on loading dock - NTP #68		
BRT 039 - MEO Print rm - mag locks and move sensor - NTP #68		
BRT 042 - CI 20 wires missed - NTP #68		
BRT 043 - TIGTA 7 wires missed - NTP #68		
BRT 044 - Emergency power to [REDACTED] - NTP #68		
BRT 045 - RSS Hot Water Heater -NTP #68		
BRT 047 - Core Two (2) Poke Thru's - Exec Conf Room - NTP #68		
BRT 051 - Parking signs - NTP #68		
RFI 693 part 2 PCI 512 - Painting and Poke thru - NTP #68		
BRT 012 - 2nd Floor Fire Rated Door Operators - NTP #68		
BRT 013 - 1st Fl + Upper Elev. Lobby Non-fire Rated Dr Operators		
<b>TOTAL</b>	<b>(\$50,467.69)</b>	<b>\$198,102.61</b>

The total of all the Tenant Improvements work identified in the Tenant Improvement Allowance column is (\$50,467.69) which credit shall be applied to the Tenant Improvement Allowance as set forth in Section 1.7 of the Lease Specifications. The amount of \$198,102.61 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.



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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 \$26,755,628.49 which number is the sum of the Tenant Improvement amount set forth in Section 3 of Supplemental Lease Agreement No. 28 in the amount of \$26,806,096.18, plus the credit in the amount of (\$50,467.69) as set forth in the TI Allowance in Section 2 above.

4. Notice to Proceed 66 also approved a credit in the amount of (\$20,000.00) for the Amtrak Allowance that was part of the Tele/Data and Security Work authorized in Supplemental Lease Amendment No. 10 (PDN Number PS0015651) and the Amendment thereto.

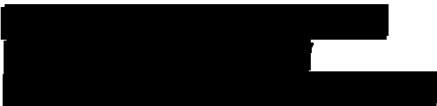

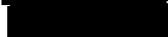
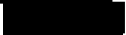
5. In addition to the approved Tenant Improvement Allowance, as of the date hereof the following Tenant Improvements to be funded via lump-sum payments by the Government to Developer that have been authorized in those certain Supplemental Lease Amendments:

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

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SLA # 23 (PS0017707)	NTP Summary and Lump Sum TI Work	
SLA # 25 (PS0017958)	NTP Summary and Lump Sum TI Work	
SLA # 28 (PS0018231)	NTP Summary and Lump Sum TI Work	
SLA # 29 (PS0019226)	NTP Summary and Lump Sum TI Work (per Article 3 above)	
<b>TOTAL</b>		<b>\$21,100,084.44</b>

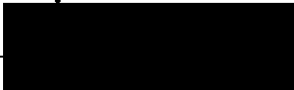
6. The attached Amendment No. 29 to the Memorandum of Understanding of the same date is hereby incorporated into the above-referenced Lease.
7. The cost of the work identified in the Lump Sum Reimbursable column in Section 1 above in the amount \$198,122.61 shall be submitted for review and payment based 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:

  
 Attention: Miriam Moraca  
 ABA #   
 A/C#:   
 Reference:  Philadelphia

8. 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.

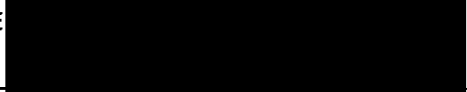
LESSOR: Brandywine Cira PO Master Tenant LLC

BY 



Senior Vice President

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*Mr. Legel's Admin*  
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Contracting Officer, GSA  
 (Official title)

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