

Amended and Restated Amendment No. 24

To Memorandum of Understanding Dated August 27, 2007

This Amended and Restated Amendment No. 24 is made and entered into as of the 2nd day of September 2010 by and between Brandywine Cira PO Master Tenant LLC, located at 555 East Lancaster avenue, Radnor, PA 19087-5158 and the United States of America, acting by, through and under the Administrator of General Services and authorized representatives ("GSA").

WHEREAS, on August 27, 2007, the USPS and the GSA entered into a Memorandum of Understanding, as amended from time to time (the "MOU"), under the terms of which the USPS agreed to redevelop approximately 862,692 rentable square feet of space located at 2970 Market Street in Philadelphia, Pennsylvania (the "Building") and provide parking on the Annex Property for use by the GSA (the "Project") and the GSA agreed to occupy the Building for 19 years and 364 days; and

WHEREAS, Pursuant to Section 4 of the MOU, USPS engaged Brandywine Cira Post Office, LP and/or its affiliate ("Developer") to undertake the construction and development of the Project, and

WHEREAS, effective August 26, 2010, the GSA has executed a Lease Status Statement and accepted the Project as Substantially Complete subject to the completion of the Punch list items attached thereto, and

WHEREAS, as provide in Section 11 of the MOU, USPS has exercised its right to assign all of its right, title and interest in the MOU to Developer effective on the date of Substantial Completion (also referred to herein as the Commencement Date), and

WHEREAS, GSA and Developer, as Lessor by assignment, agreed to the Assignment of the MOU to Brandywine Cira PO Master Tenant LLC, an affiliate of Developer ("Master Tenant"), and, having executed those certain Agreements to effectuate said Assignment, the Master Tenant is the Lessor under the MOU effective on the date hereof, and

WHEREAS, Section 27 of the General Clauses of the MOU provides that the Lessor may assign its rights to be paid amounts due or becoming due under the MOU to a bank, trust company or other financial institution,

NOW THEREFORE, IN FURTHERANCE OF THE FOREGOING, the GSA and Master Tenant agree as follows:

1. All capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the MOU (and the exhibits thereto), as amended.

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2. Effective August 26, 2010, which is the Commencement Date as defined in Section 1 (e) of the General Clauses, GSA has accepted the Premises as Substantially Complete subject to the completion of the items listed on the Punch List attached hereto as **Exhibit A** and made part hereof. As punch-list work is completed, GSA agrees to execute a written instrument evidencing the completion of each applicable punch-list item and documenting its acceptance of said item(s).

3. Pursuant to Section 12 of the MOU, the Term of the Lease shall be for a period of 19 years and 364 days following the Commencement Date. Accordingly the first day of the Term shall be August 27, 2010 ("Lease Term Commencement Date") and the Lease Termination Date shall be August 31, 2030.

4. In accordance with Section 1.1 A of Exhibit B of the Lease ("Lease Specifications"), the GSA occupies or has the right to occupy at lease 690,153 ANSI/BOMA Office Area in the Building and, in accordance with Section 3 of the MOU, GSA has the right to 1,200 parking spaces in the Parking Garage for the Term of the Lease. Additionally, in accordance with Supplemental Lease Amendment No. 9, the GSA has the right to 367 parking spaces in the Parking Garage for a term of five (5) years, from the Lease Term Commencement Date ("Additional Parking Spaces").

5. Rent under the MOU shall commence on August 27, 2010 ("Rent Commencement Date") and shall be comprised of the following:

(a) Pursuant to Section 16 of the MOU, the Shell Rent payable under the Lease shall be \$21,565,573.80 per annum.

(b) Pursuant to Supplemental Lease Amendment No. 9, effective on the Rent Commencement Date and for a term of five (5) years (or until August 26, 2015), GSA shall pay rent in the amount of \$1,225,000 per annum for the 367 Additional Parking Spaces.

(c) Pursuant to Section 17 of the MOU and Form 1217, the Operating Rent (Base Cost of Services) payable under the Lease in the first year shall be \$7,764,228.00 per annum.

(d) Pursuant to Section 1.7 of the Lease Specifications, the Tenant Improvement Allowance being amortized under the MOU is \$26,915,990.00. This amount shall be amortized at an interest rate of 5.86% over 240 months, for an annual amortized amount of \$2,287,860.00

(e) The total annual rent due and owing under the MOU as set forth in (a) through (d) in this Section 5 as of August 27, 2010 is \$32,842,661.80

6. Pursuant to that certain Novation Agreement made as of December 14, 2009 and effective upon the Commencement Date, the Government has agreed to recognize Master Tenant as the Lessor under the Lease. As of the date hereof, the Master Tenant is the Lessor under the MOU. Master Tenant's Central Contractor Registration

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('CCR') is valid until the expiration date of February 8, 2011 and a copy of Form 3518 for Master Tenant dated August 26, 2010 is attached hereto as **Exhibit B** and made part hereof.

7. In accordance with Section 27 of the General Clauses and pursuant to that certain Assignment of Claims dated August 26, 2010, Master Tenant has assigned, transferred and set over to The Bank of New York Mellon, a New York banking corporation, as Collateral Agent ("BONY"), all of its right, title and interest in and to all amounts due or to become due under the Lease. On August 26, 2010, GSA acknowledged receipt of a Notice of Assignment from The Bank of New York Mello, and received a copy of the above referenced Assignment of Claims which is attached hereto as **Exhibit C** and made part hereof. Attached as **Exhibit D** is an executed copy of the ACH Vendor / Miscellaneous Payment Enrollment Form for the Master Tenant, c/o BONY which contains BONY's financial institution information. Attached as **Exhibit E** is BONY's Form 3518.

9. Effective on the Lease Term Commencement Date, all amounts due or to become due under the Lease shall be made to the following, or as otherwise directed in writing by the Collateral Agent:

[REDACTED]

Attention: Lisa A. Geary

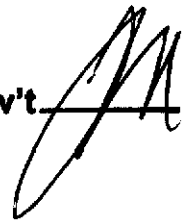
ABA # [REDACTED]

A/C#: [REDACTED]

Reference: [REDACTED] Philadelphia

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IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names to this Amended and Restated Amendment No.24 on the date set forth above.

BRANDYWINE CIRA PO MASTER TENANT LLC

Anthony S. Rimikis
Senior Vice President

**UNITED STATES OF AMERICA,
Acting by and Through the
ADMINISTRATOR OF THE GENERAL SERVICES ADMINISTRATION**

By: John McFadden
Contracting Officer

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