

GENERAL SERVICES ADMINISTRATION  PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENT AGREEMENT No. 28	DATE: December 3, 2010
	TO LEASE NO.  GSB-03B07358	PDN # PS0018231

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:

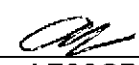

**WHEREAS**, the parties hereto desire to clarify the above Lease to establish and summarize the approved prices for previously issued Notices To Proceed for Tenant Improvements as indicated below and to indicate which cost shall be considered to be part of the Tenant Improvement Allowance and which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


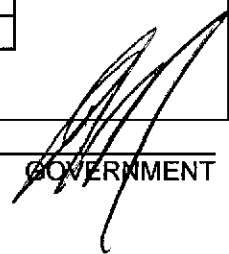
1. Set forth below is a list of the approved prices for previously issued Notices to Proceed for Tenant Improvements.

2. 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
ASI 42B - Randolph Sheppard plumbing - NTP #58		
ASI 43 - NTP #58		
ASI 44 - FPS Office IT - NTP #58		
ASI 46B - Mini MDF Room AC Supplement - NTP #58		
RFI 537 - Fancy Corridor Light Fixture - NTP #58		
RFI 640 - Additional Patch Cables - NTP #58		
X41 - Mini MDF A/C - NTP #58		
ASI 46A - GSA Office IT - NTP #58		
RFI 244 - Second Flr Core Drills - NTP #58		
RFI 387 - NTP #58		
RFI 592 - Fire Hose Cabinet Finish - NTP #58		
RFI 605 - NTP #58		
RFI 628 - NTP #58		
RFI 662 - Additional Cables - NTP #58		
X39 - Open office area Revisions - NTP #58		
X40 - Handicap Accessible Door Openers - NTP #58		
RFI #502 - Field paint ext cameras and conduit - NTP # 59		
RFI #556 - [REDACTED] Tie-in - NTP # 59		
RFI #580 - Poke Thru/ floor Box Conflicts - NTP # 59		
RFI #609 - Under Cabinet Fixture Switching in Daycare -		
RFI #650 - Additional Sneeze Guards - NTP # 59		

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RFI #658 - [REDACTED] Adjacent Equip Room - NTP # 59		
RFI #681- [REDACTED] - NTP # 59		
ASI #42D - Plywood in the hallway - NTP # 59		
RFI #491 - Impro panel location changes on 5th - NTP # 59		
RFI #578 - Mezzanine Exit Signs - NTP # 59		
RFI #613 - NTP # 59		
RFI #624 - Elect Furniture Feed Clarification - NTP # 59		
RFI #673 - NTP # 59		
AED Cabinets - NTP # 59		
RFI 621 - Anthrax Shutdown Sequence - NTP 60		
RFI 636R - [REDACTED] - NTP 60		
RFI 648 - Room 1-R04.400 Coffee Station Sink - NTP 60		
RFI 661 - Hook Up Frige Break Room Water Lines w/o paint		
RFI 684 - CU Core Drill and Power for Teller Work Stations		
RFI 687 - ATM Machine Opening Size - NTP 60		
RFI 696 - Card Reader Flash upgrade - NTP 60		
RFI 506 - SPIF Room Framing - NTP 60		
RFI 623 - 2nd Floor Exit Signs - NTP 60		
RFI 649 - 1st Flr Exit Signs - NTP 60		
RFI 670 - Rm 2-H11.100 Relocate Light Switch - NTP 60		
RFI 686 - Furniture Power / Data - NTP 60		
PCI 425 - Remove/Replace Damaged Furn Whips - NTP 60		
BRT - TAB Buckets - NTP 61		
BRT - Hanging white boards - NTP 61		
PCI 261 - Access Floor Box Covers - NTP 61		
PCI 497 - [REDACTED] - NTP 61		
RFI 683 - Servery Pizza Oven - NTP 61		
RFI 688 - Missing Light fixtures in conf. rooms - NTP 61		
RFI 697 - Cable at 4N23.143 - NTP 61		
RFI 717 - Extra hand washing sink in Blind Stand - NTP 61		
RFI 725 - XRay relocation - NTP 61		
RFI 630 - Automatic Door Operators - NTP 61		
ASI 42AR - TIGTA A/C Unit - NTP 62		
RFI 625 - 2-H11.100 Missing Circuiting - NTP 62		
PCI 394 - Reconciliation Local 98 Labor to Install [REDACTED] Equip credit to SLA #25 - NTP #63		
PCI 269 - Reconciliation of Third Shift Furn Del Standby Costs credit to SLA #19 - NTP #63		
PCI 316 - Reconciliation of Furn Del - 2nd Shift Standby Costs credit to SLA #19 - NTP #63		
RFI 344 - Hot Water Heaters - NTP #63		
RFI 559 - Fancy Corridor Expansion Joints - NTP #63		
RFI 591 - Monitor Mounting Height - NTP #63		
RFI 611 - Elevator Inspection Issues - NTP #63		
RFI 614 - Dining Area Column - NTP #63		
RFI 626 - [REDACTED] - NTP #63		
RFI 661B - Plumbing/Perm Hookup of Ice Machines - NTP #63		
RFI 719 -AV Switching Device in Fitness Center - NTP #63		
RFI 724 - Thresholds - NTP #63		
RFI 729 - 2nd FI Furniture Issue EP101.4, 2-N23.100 - NTP #63		
C/S ASI# 68 Mkt St Entrance Granite Knee Walls - NTP #63		
RFI 647 - Panel MPHE-1 - NTP #63		
<b>TOTAL</b>	<b>\$130,387.43</b>	<b>\$566,346.18</b>

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The total cost of all the Tenant Improvements associated with the work identified in the above-referenced Notice to Proceed column is \$696,733.61 of which \$130,387.43 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 \$566,346.18 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 \$26,806,096.18 which number is the sum of the Tenant Improvement amount set forth in Section 3 of Supplemental Lease Agreement No. 25 in the amount of \$26,675,708.75, plus \$130,387.43 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	
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)	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 (per Article 3 above)	
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 (per Article 3 above)	
<b>TOTAL</b>		<b>\$20,921,971.83</b>

5. The attached Amendment No. 28 to the Memorandum of Understanding of the same date is hereby incorporated into the above-referenced Lease.

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6. The cost of the work identified in the Lump Sum Reimbursable column in Section 1 above in the amount \$566,346.18 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:

[REDACTED]  
[REDACTED]  
Attention: Miriam Moraca  
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] Rimikis

Senior Vice President

IN PRESENCE OF (WITNESSED BY):

[REDACTED]

*Managers Legal Admin*  
(Title)

UNITE

BY [REDACTED]

Contracting Officer, GSA  
(Official title)

INITIALS: [Signature] & [Signature]  
LESSOR GOVERNMENT