

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENT AGREEMENT No. 33	DATE: February <u>16</u> , 2012
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.  GSB-03B07358	PDN # PS0020915

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 issued Notice to Proceed for each of the Tenant Improvement Subcontracts identified below:

INITIALS: JP & [Signature]  
LESSOR & GOVERNMENT

NOTICE TO PROCEED	TI Allowance	Lump-sum Reimbursable
BRT #55 - NTP #73		\$ [REDACTED]
BRT #62 - NTP #73		\$ [REDACTED]
BRT #58A - NTP #73	\$ [REDACTED]	
BRT #63 - NTP #73	\$ [REDACTED]	
BRT #64 - NTP #74		\$ [REDACTED]
BRT #66 - NTP #74		\$ [REDACTED]
BRT #35 - NTP #74		\$ [REDACTED]
BRT #56 - NTP #74		\$ [REDACTED]
BRT #65 - NTP #74	\$ [REDACTED]	
BRT #73 - NTP #74	\$ [REDACTED]	
BRT #70 - NTP #74	\$ [REDACTED]	
BRT #71 - NTP #74	\$ [REDACTED]	
BRT #23 - NTP #74	\$ [REDACTED]	
BRT #83 - NTP # 75		\$ [REDACTED]
BRT #82 - NTP # 75		\$ [REDACTED]
BRT #69 - NTP # 75		\$ [REDACTED]
BRT #59 - NTP # 75		\$ [REDACTED]
BRT #81 - NTP # 75	\$ [REDACTED]	
BRT #80 - NTP # 75	\$ [REDACTED]	
BRT #79 - NTP # 75	\$ [REDACTED]	
BRT #76 - NTP # 75	\$ [REDACTED]	
BRT #65 Amended - NTP # 75	\$ [REDACTED]	
BRT #77 - NTP # 75	\$ [REDACTED]	
<b>TOTAL</b>	<b>\$ 51,686.87</b>	<b>\$ 33,983.19</b>

The total of all the Tenant Improvements work identified in the Tenant Improvement Allowance column is \$51,686.87, which shall be applied to the Tenant Improvement Allowance as set forth in Section 1.7 of the Lease Specifications. The amount of \$33,983.19 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 6.

- 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 \$26,830,729.99, which number is the sum of the Tenant Improvement amount set forth in Section 3 of Supplemental Lease Agreement No.31 in the amount of \$26,779,043.12, plus the amount of \$51,686.87 as set forth in the TI Allowance in Section 2 above.
- 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:

INITIALS: DP & [Signature]  
LESSOR & GOVERNMENT

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	██████████
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	██████████
SLA # 31 (PS0020106)	NTP Summary and Lump Sum TI Work	██████████
SLA # 33 (PS0020915)	NTP Summary and Lump Sum TI Work (per Article 2 above)	██████████
<b>TOTAL</b>		<b>\$21,274,086.35</b>


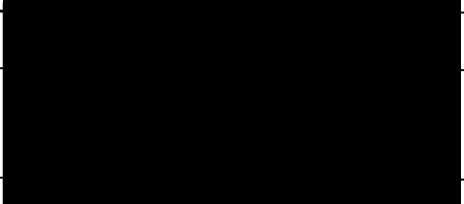
INITIALS: DP & [Signature]  
LESSOR & GOVERNMENT

5. The attached Amendment No. 33 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 2 above in the amount \$33,983.19 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

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  BY _____  IN PRESENCE OF (WITNESSED BY):  _____  UNITED STATES OF AMERICA BY _____  	_____ Vice President – Asset Manager  _____ (Title)  _____ Contracting Officer, GSA (Official title)
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INITIALS: DP LESSOR &  GOVERNMENT