

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 2

DATE
July 10, 2008

TO LEASE NO.
GS-03B-07358

PEGASYS DOCUMENT NUMBER
PS0012333

ADDRESS OF PREMISE [REDACTED]
2970 Market Street
Philadelphia, Pennsylvania 19104

THIS AGREEMENT, made and entered into this date by and between

whose address is 2970 Market Street
Philadelphia, Pennsylvania 19104

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. This SLA establishes a lump sum payment to be paid to the lessor upon completion of below referenced alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 10, 2008:

A. Lessor shall furnish all labor, materials, tools equipment and all associated work to perform a scope of work to be provided at a future date by the Government for installation of playground equipment and exterior flooring at the premises in an amount not to exceed \$200,000, subject to the terms of Amendment Number Two to Memorandum of Understanding dated August 27, 2007. This cost shall be considered an additional scope separate from the amount referenced as the Tenant Improvement Allowance.

B. Upon inspection and acceptance of the referenced work by the Government, a properly executed invoice 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 be forwarded to the Contracting Officer at: General Services Administration, Philatlantic Service Center, 20 North Eighth Street, 8th Floor, Philadelphia, PA 19107-2191, ATTN: John McFadden. For an invoice to be considered proper, it must: 1) 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 the 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 here: Brandywine Cira Post Office LP, c/o Mark Kraus, Brandywine Realty Trust, 2970 Market Street, Construction Trailer, Philadelphia, PA 19104-5064. Payment will become due within 30 days after receipt of a properly executed invoice.

C. The attached Amendment Number 2 to Memorandum of Understanding dated July 10, 2008 is hereby incorporated into the lease agreement.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned has signed this agreement as of the above date.

LESSOR

BY

IN THE

CONTRACTING OFFICER
(Title)

[REDACTED]
(Address)

UNITED STATES OF AMERICA, Philatlantic Service Center

BY

Contracting Officer
(Official Title)

Amendment No. 2
To Memorandum of Understanding Dated August 27, 2007 (GS-03B-07358)

This Amendment No. 2 is made and entered into as of the tenth day of July, 2008, by and between the United States Postal Service ("USPS") 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, as lessor, and the GSA, as lessee, entered into a Memorandum of Understanding (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 and the GSA agreed to occupy the Building for 19 years and 364 days;

WHEREAS, Exhibit B of the MOU (Lease Specifications) sets forth the scope of construction and improvements;

WHEREAS, Section 35 of Exhibit C (General Clauses) of the MOU sets forth the authority of the GSA Contracting Officer to make by written order changes within the general scope of the work and to modify the MOU to provide for a corresponding modification of the delivery date and/or a lump sum equitable adjustment; and

WHEREAS, the USPS and GSA desire to modify the MOU to include additional scope of work and are authorized and willing to enter into this Amendment No. 2.

NOW THEREFORE, IN FURTHERANCE OF THE FOREGOING, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GSA and USPS hereby 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.
2. The USPS will cause its Developer (Brandywine Cira Post Office LP) to provide and install [REDACTED] equipment, including exterior flooring, at the Premises, at GSA's sole cost and expense, subject to the terms and conditions of the MOU, as amended hereby. GSA shall, at its sole cost and expense, prepare and submit to Developer detailed plans and specifications describing the playground equipment, including exterior flooring that GSA would like provided and installed at the Premises, including GSA's proposed location for the installation of such playground equipment, including exterior flooring. Developer shall review said plans and specifications, and within 30 days after Developer's receipt thereof, Developer shall either approve said plans and specifications or disapprove same. In the event Developer disapproves the plans and specifications, Developer will explain its reasoning to GSA and GSA may revise and resubmit its plans and specifications to Developer for approval.
3. GSA represents and warrants that it is authorized to pay up to \$200,000 to Developer for providing and installing [REDACTED] equipment, including exterior flooring, and all markups, fees and other costs associated with same as set forth in the MOU (and the exhibits thereto), as amended.
4. GSA acknowledges and agrees that in no event shall the costs of providing and installing the [REDACTED] equipment, including exterior flooring, exceed an amount equal to the difference of (i) \$200,000 minus (ii) the total amount of all additional scope markups and fees described in Section 9.1(H) of the Lease Specifications and on Form 1364 and all administrative fees

described in Section 3.12 of the Lease Specifications, and all other costs and fees associated with providing and installing the playground equipment, including exterior flooring.

5. GSA acknowledges and agrees that (i) providing and installing the [REDACTED] equipment, including exterior flooring, shall constitute work of an additional scope beyond Tenant Improvements and shall be marked up by Lessor in accordance with Section 9.1(H) of the Lease Specifications, (ii) the playground equipment, including exterior flooring, shall constitute Above-Standard Improvements, (iii) any service, repair or maintenance to or with respect to the playground equipment, including exterior flooring, shall be an Above-Standard Service, and (iv) providing and completing installation of the playground equipment, including exterior flooring, shall not be required for Substantial Completion of the Premises and the failure to provide and complete installation of the playground equipment, including exterior flooring, shall have no effect or bearing on whether or not Substantial Completion of the Premises has occurred.

6. Upon completion of installation of the playground equipment, a lump sum payment shall be made by GSA to Developer in an amount equal to the total costs of providing and installing the playground equipment, including exterior flooring, plus the additional scope markup and fees described in Section 9.1(H) of the Lease Specifications and on Form 1364 and the administrative fee described in Section 3.12 of the Lease Specifications, and any other costs and fees associated with providing and installing the playground equipment, including exterior flooring, such total amount not to exceed \$200,000. Further details regarding invoicing instructions are contained on Supplemental Lease Agreement Number Two which is attached hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names on the date set forth above.

UN [REDACTED]
By: [REDACTED]
Contracting Officer

UN [REDACTED]
Ac [REDACTED]
AL [REDACTED] SERVICES ADMINISTRATION
By: [REDACTED]