

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS- 03B-07358

ADDRESS OF PREMISES
[Redacted]
2970 Market Street
Philadelphia, PA 19104

Pegasys Document Number (PDN)
PS0012095

THIS AGREEMENT, made and entered into this date by and between
[Redacted]
2970 Market Street
whose address is Philadelphia, PA 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 reimburses the lessor for design services.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 2, 2008, as follows:

- A. Lessor shall furnish all labor, materials, tools, equipment, services and all associated work to perform the scope of work as referenced in lessor's proposal dated December 18, 2007 for a total of \$19,700.
- B. Project shall be completed within 30 calendar days. 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, 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: 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 below. If Lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered 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 Memorandum of Understanding dated April 30, 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 parties subscribed their names as of the above date.

LESSOR United States Postal Service
BY [Redacted]
IN PRESENCE [Redacted]

CONTRACTING OFFICER
(Title)
[Redacted]
(Address)

UNITED STATES OF AMERICA
BY [Redacted] Administration

Contracting Officer
(Official Title)

Amendment No. 1
To Memorandum of Understanding Dated August 27, 2007 (GS-03B-07358)

This Amendment No. 1 is made and entered into as of the 30th day of April, 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 and the GSA 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 Property for 19 years and 364 days; and

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

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

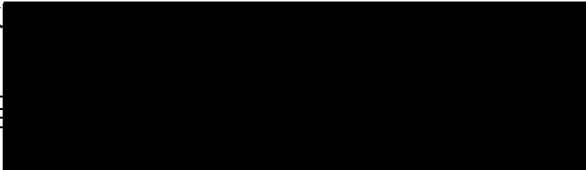
WHEREAS, the USPS and GSA desire to modify the MOU to include additional scope and services and are authorized and willing to enter into this Amendment No. 1.

NOW THEREFORE, IN FURTHERANCE OF THE FOREGOING, the GSA and USPA hereby agree as follows:

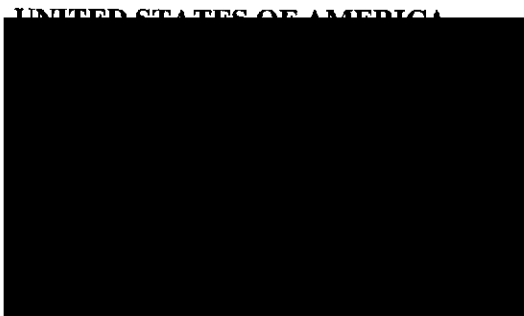
1. The USPS will cause its Developer (Brandywine Cira Post Office LP) to prepare design documents to incorporate the addition of boilers to the scope on the construction and improvements.
2. In consideration of the above, a lump sum payment will be made by GSA in the amount of \$19,700 directly to Developer. Further details regarding invoicing instructions are contained on Supplemental Lease Agreement Number One which is attached hereto.

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

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UNITED STATES OF AMERICA



L SERVICES ADMINISTRATION