

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

AMENDED AND RESTATED
SUPPLEMENTAL AGREEMENT NO. 7

DATE: October ²⁶ 2009

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-03B-07358

ADDRESS OF PREMISE

Main Post Office Building
2970 Market Street
Philadelphia, PA 19104

PDN Number

PS0015271

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this date by and between United States Postal Service whose address is 2970 Market Street, Philadelphia, PA 19104, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government, deletes Supplemental Agreement No. 7 dated September 1, 2009 in its entirety and replaces it as follows::

WHEREAS, the parties hereto desire to clarify the above Lease. This SLA reimburses the Lessor for Tenant Improvement costs currently included in the Base Building Core Shell documents and reduces the scope of the Base building Core and Shell for specific items.

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:

A. Lessor shall perform the Tenant Improvement work referenced on attached Exhibit A as part of the Base Building Core and Shell scope of work, the aggregate cost of which is \$422,742.00, and said costs are to be borne by the Government. \$239,833.00 of this amount shall be part of the Tenant Improvement Allowance set forth in Section 1.17 of the Lease Specifications. \$182,909 shall be considered outside of such Allowance and after the credit described in Section 2(b) below, shall be directly reimbursed to Lessor by Government in accordance with the invoicing instructions set forth herein.

B. Lessor and Government agree to the reduction in the scope of the Core and Shell work as set forth on Exhibit B attached hereto and incorporated herein. The aggregate cost associated with this reduction in scope of the Core and Shell work is \$327,325.00 and said cost shall be credited to the Government as indicated herein:

- i.) \$306,150 of this amount shall be applied as a credit to the Tenant Improvement Allowance and when said credit is reduced by the Tenant Improvement Work that is part of Core Shell that is considered to be part of the Tenant Allowance described above in the amount of \$239,833.00, the total credit to be applied to the Tenant Allowance to reflect Tenant Improvement in Core Shell and reductions in Tenant Improvement Work is \$66,317.00.
- ii.) \$21,175 of this amount shall be applied as a credit to the Tenant Improvement Work that is part of Core Shell that is outside of the Tenant Allowance, which amount is \$182,909.00, resulting in the amount of \$161,734.00 to be reimbursed directly to Lessor by the Government in accordance with the invoicing instructions set forth below

C. The attached Amended and Restated Amendment No. 7 to the Memorandum of understanding of the same date is hereby incorporated into the above-referenced Lease.

Lessor shall submit to Government invoices for the work described herein as it is completed. Properly executed monthly invoices shall be forwarded to: General Services Administration, Greater Southwest Region, (7BC), P. O. Box 17181, Fort 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: 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.

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

[Redacted Signature]

CONTRACTING OFFICER
(Title)

[Redacted Address]

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