

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 15	DATE February 26 2010
	TO LEASE NO. GS-03B-07358	
ADDRESS OF PREMISE Main Post Office Building 2970 Market Street Philadelphia, PA 19104	PDN Number PS0016774	

THIS 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:

WHEREAS, the parties hereto desire to clarify the above Lease. *This SLA authorizes Lessor to prepare the CD's and specifications, purchase, install and provide the work necessary to complete the Outdoor Dining Work, in accordance with the terms and conditions set forth in the attached Amendment No. 15 to Memorandum of Understanding dated August 27, 2007 ("Amendment No. 15 to MOU").*

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 cause Developer to prepare the CD's and specifications, purchase, install and provide the work necessary to complete the Outdoor Dining Work, the scope of which is described on the contract documents, drawings and specifications listed on Exhibit A to Amendment No. 15 to MOU, which is attached hereto and made part hereof.
- B. The Outdoor Dining Work constitutes tenant improvement work that is added scope beyond the Tenant Improvements defined in the relevant provisions of the above-referenced Lease and is not part of the Tenant Improvement Allowance set forth in Section 1.7 of the Lease Specifications. Accordingly, the Outdoor Dining Work is outside of the definition of Substantial Completion. The total cost for the Outdoor Dining Work shall be [REDACTED] and shall be reimbursed directly to Lessor by the Government based on invoices as the Outdoor Dining Work is completed.
- C. The terms and conditions set forth on attached Amendment No. 15 to Memorandum of Understanding of the same date are hereby incorporated into the above-referenced Lease.
- D. The purchase and construction of the Outdoor Dining Work shall be ongoing from the date hereof and Developer shall invoice the Government for the Outdoor Dining Work as it is completed and shall provide to the Government properly executed invoices which 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: 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: BY _____ _____ _____	_____ Contracting Officer (Title)
UNITED STATES OF AMERICA: BY _____	_____ Contracting Officer (Official Title)