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LEASE COMMENCING

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment") is made as of the 19th day of July, 2007, but is effective for all purposes on _____, 2____, by and between the United States Postal Service ("Assignor") and Brandywine Cira Post Office LP, a Delaware limited partnership ("Assignee").

Recitals:

A. Assignor and United States of America, acting by and through the Administrator of General Services ("Lessee") entered into the Memorandum of Understanding for the Lease of Real Property dated AUGUST 27, 2007, including the Lease Specifications (together with the General Arrangement Drawings listed therein), the General Clauses, and all attachments, exhibits and schedules to any of the foregoing, all of which are collectively hereinafter referred to as the "GSA Lease." The legal description of the real property on which the premises under the GSA Lease is situate is attached hereto as Exhibit A.

B. Assignor desires to assign its rights and obligations under the GSA Lease in accordance with the express terms and conditions set forth therein to Assignee and Assignee desires to assume such rights and obligations thereunder.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by this reference.
2. **Assignment.** In accordance with the express terms and conditions set forth in the GSA Lease and this Assignment, Assignor hereby transfers, conveys, assigns, sets over, and delivers to Assignee all of Assignor's right, title and interest in, to and under the GSA Lease. This Assignment shall become effective on the date of substantial completion of any portion of the Premises (as defined in the GSA Lease)(the "Effective Date").
3. **Acceptance and Agreement.** Assignee hereby agrees to accept the assignment to it of Assignor's right, title and interest in and to the GSA Lease as of the Effective Date and further agrees to be bound by the GSA Lease and to keep, perform and fulfill each and every covenant, agreement, term, provision, condition, and obligation required to be kept, performed and fulfilled by Assignor under the GSA Lease.
4. **Indemnification.** Assignee shall defend, indemnify and hold harmless Assignor from and against any and all claims, demands, losses, liabilities, obligations, actions, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and other legal costs) arising out of events relating to the GSA Lease or the construction and development of the Premises, excepting any such liability caused by the negligent acts or omissions of Assignor or the failure of Assignor to timely surrender the premises occupied by Assignor under the [REDACTED] Space Leases (as defined in the GSA Lease).
5. **Lessee Consent.** Lessee hereby consents to the assignment of the GSA Lease herein described and the assumption by Assignee of all obligations of Assignor under the GSA

Lease, as if Assignee were the original lessor under the GSA Lease, on the Effective Date. Moreover, the parties acknowledge and agree that Assignee shall be entitled to enforce all rights and remedies and claim all defenses, if any, under the GSA Lease as of the initial date of the GSA Lease. Lessee hereby acknowledges that from and after the Effective Date all notices to Lessor under the GSA Lease shall be delivered to the following addresses:

Brandywine Realty Trust
555 Lancaster Avenue
Radnor, PA 19087
Attention: Gerard H. Sweeney, President and Chief Executive Officer

With a copy to

Brandywine Realty Trust
555 Lancaster Avenue
Radnor, PA 19087
Attention: Brad A. Molotsky, Senior Vice President and General Counsel

Upon the Effective Date, Assignee shall notify Lessee's disbursing officer, in writing, of the address where payments under the GSA Lease shall be remitted.

6. **Further Assurances.** Promptly upon request from time to time of the other party, Assignor and Assignee shall do, execute, acknowledge, or deliver, or cause to be done, executed, acknowledged, or delivered, to or at the direction of such party, all further transfers, assignments, powers, and other documents and instruments as may be so requested to give effect to the assignment contemplated hereby.

7. **Successors and Assigns.** This Assignment shall inure to the benefit of and shall bind the parties and their respective successors and assigns.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Escrow.** This Assignment shall be placed into escrow with Land Services USA, Inc. ("Escrow Agent") upon execution by Assignor, Assignee and Lessee with specific instructions for release of the Assignment upon "substantial completion" of a portion of the Premises as defined in the GSA Lease. This Assignment shall not be released, recorded or become effective until Escrow Agent receives a written certification from Assignee certifying that a portion of the Premises has been substantially completed. Assignee shall provide copies of such written certification to Assignor and Lessee.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first set forth above.

ASSIGNOR:

UNIT

By: 

Name: Stephen [Redacted]
Title: Contracting Officer

ASSIGNEE:

BRANDYWINE CIRA POST OFFICE LP, a
Delaware limited partnership

By: Brandywine Cira Post Office LLC, a
Delaware limited liability company, its general
partne

By: 

Executive

LESSEE:

UNITED STATES OF AMERICA,
acting by and through the
ADMINISTRATOR OF GENERAL


Title:

CONTRACTING OFFICER