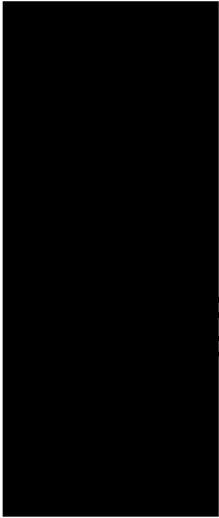
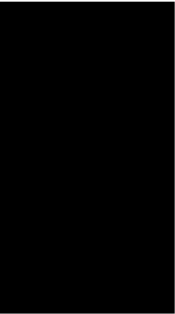
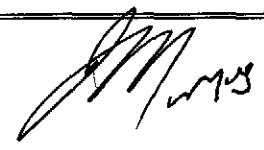


<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</p> <p align="center">SUPPLEMENTAL LEASE AGREEMENT</p>	<p>Amended and Restated SUPPLEMENTAL AGREEMENT No. 8</p>	<p>DATE October <u>26</u>, 2009</p>																																
<p>ADDRESS OF PREMISE Main Post Office Building 2970 Market Street Philadelphia, PA 19104</p>	<p>TO LEASE NO. GS-03B-07358</p> <p>PDN Number PS0015517</p>																																	
<p>THIS AMENDED AND RESTATED AGREEMENT, made and entered into this date by and between United States Postal Service,</p>																																		
<p>whose address is:</p> <p align="center">2970 Market Street Philadelphia, PA 19104</p>																																		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government, desire to delete in its entirety Supplemental Agreement No. 8 dated September 1, 2009 and replace it with the following:</p>																																		
<p>WHEREAS, the parties hereto desire to clarify the above Lease to establish and summarize the approved prices for previously issued Notices To Proceed for Tenant Improvements as indicated below and to indicate which cost shall be considered to be part of the Tenant Improvement Allowance and which cost shall be reimbursable on a lump sum basis.</p>																																		
<p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of August 15, 2009, as follows:</p>																																		
<p>1. Set forth below is a list of the approved prices for previously issued Notices To Proceed for Tenant Improvements.</p>																																		
<table border="0"> <tr><td>Door/Frame/Hardware</td><td>3/27/09</td></tr> <tr><td>Drywall/Plaster</td><td>4/9/09</td></tr> <tr><td>Acoustical Ceilings</td><td>4/9/09</td></tr> <tr><td>H.V.A.C.</td><td>3/19/09</td></tr> <tr><td>Plumbing</td><td>3/09/09</td></tr> <tr><td>Fire Protection</td><td>3/9/09</td></tr> <tr><td>Electrical</td><td>4/20/09</td></tr> <tr><td>Data Center Feeders</td><td>4/20/09</td></tr> <tr><td>Data Center Cooling Units</td><td>4/20/09</td></tr> <tr><td>Cast-In-Place Concrete</td><td>3/30/09</td></tr> <tr><td>Overhead Coiling Door</td><td>3/30/09</td></tr> <tr><td>Fireproofing</td><td>3/27/09</td></tr> <tr><td>Demo/Abatement</td><td>5/28/09</td></tr> <tr><td>Spec Items/Operable Partions</td><td>5/5/09</td></tr> <tr><td>Childcare Appliances</td><td>5/5/09</td></tr> <tr><td>Total</td><td></td></tr> </table>	Door/Frame/Hardware	3/27/09	Drywall/Plaster	4/9/09	Acoustical Ceilings	4/9/09	H.V.A.C.	3/19/09	Plumbing	3/09/09	Fire Protection	3/9/09	Electrical	4/20/09	Data Center Feeders	4/20/09	Data Center Cooling Units	4/20/09	Cast-In-Place Concrete	3/30/09	Overhead Coiling Door	3/30/09	Fireproofing	3/27/09	Demo/Abatement	5/28/09	Spec Items/Operable Partions	5/5/09	Childcare Appliances	5/5/09	Total		 <p align="center">\$21,314,257.38</p>	 <p align="center">\$625,416.03</p>
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Total																																		



The total cost of all the Tenant Improvements associated with the work identified in the above-referenced Notice to Proceed column is \$21,939,673.41, of which \$21,314,257.38 shall be considered as part of the Tenant Improvement Allowance as set forth in Section 1.7 of the Lease Specifications, and the remaining balance of \$625,416.03 set forth in the Lump-sum column shall be paid directly to the Lessor based on invoices received as this work is completed in accordance with the instructions set forth below in Section 5.

2. As of the effective date hereof, the Tenant Improvement Allowance approved by the Government in accordance with the provisions of the Lease is as follows:

SLA	Description of Tenant Improvement Work	Amount of Tenant Improvement Allowance
SLA No. 3	Construction Documents	\$ 827,110.00
SLA No. 5	Construction Administration	\$ 908,250.00
SLA No. 6	Additional Design Costs	\$ 15,132.00
Amended and Restated SLA No. 7	TI in Core Shell and TI Reduction in Scope	\$ (66,317.00) Credit to be applied
Amended and Restated SLA No. 8	See Section A above	\$21,314,257.38
TOTAL TENANT ALLOWANCE SPENT TO DATE (Before reduction set forth in Section 3 below)		\$22,998,432.38

3. The Government has received funds from the [REDACTED], which is the Government's tenant under the Lease, to be used in connection with the Tenant Improvements identified below:

[REDACTED] construction	[REDACTED]
Health Unit	[REDACTED]
Fitness Center	[REDACTED]
Cafeteria	[REDACTED]
Multi-Purpose	[REDACTED]
Training	[REDACTED]
Break rooms	[REDACTED]
Conference	[REDACTED]
Main Hall	[REDACTED]
TOTAL	\$4,469,815.00

The total amount of these funds is \$4,469,815.00 which amount shall be directly reimbursed to Lessor by the Government in accordance with the invoicing instructions set forth below in Section 5 and shall be a direct reduction to the Tenant Improvement Allowance spent as of the effective date hereof as set forth in Section 2 above. The revised Tenant Improvement Allowance spent to as of the effective date of this Amended and Restated SLA No. 8 is \$18,528,617.38 (\$22,998,432.38 minus \$4,469,815.00)

Initials:
 Lessor




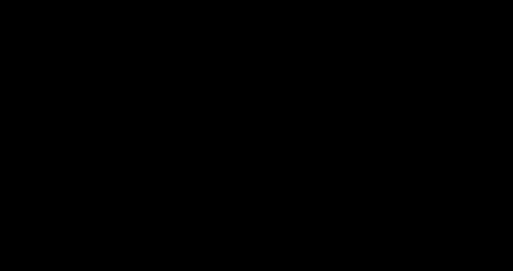
 Government


4. The attached Amended and Restated Amendment No. 8 to the Memorandum of Understanding of the same date is hereby incorporated into the above-referenced Lease.


5. The cost of the work identified above in Section 1 (\$625,416.03) and Section 3 (\$4,469,815.00) shall be submitted for review and payment based on monthly progress billings as the work is completed. Properly executed monthly invoices 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 to this Amended and Restated SLA No. 8 as of the above date.

LESSOR: United States Postal Service	
BY 	<u>CONTRACTING OFFICER</u> (Title)
IN THE PRESENCE OF 	 (Address)
UN	
BY 	<u>Contracting Officer</u> (Official Title)

Initials:  _____
Lessor

 _____
Government