

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE November 4, 2008
	TO LEASE NO. GS-03B-07358	

ADDRESS OF PREMISE Main Post Office Building 2970 Market Street Philadelphia, PA 19104	PDN Number PS0013594
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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 reimburses the Lessor for services provided.***


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of December 8, 2008, as follows:

A. Lessor shall furnish the Construction Documents and all associated work to perform the scope of work related to the Construction Documents as referenced in a proposal dated July 23, 2008 attached hereto and incorporated herein as Exhibit A. The fee for the Construction Documents, which are separate from and does not include Construction Administration, as set forth in Exhibit A is \$1,065,650.00. \$827,110.00 of said fee shall be considered as part of the Tenant Improvement Allowance defined in Section 1.7 of the Lease Specifications. The remaining balance of \$238,540.00 shall be reimbursed directly to Landlord by the United States of America on a lump sum payment as per invoicing instructions below.

B. Project shall be completed within 30 calendar days. Upon review and acceptance of the Construction Documents 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 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.

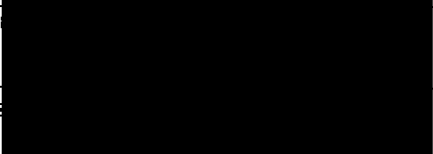
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:
BY  _____ (Title)

IN THE PRESENCE OF

(Signature) _____ (Address)

UNITED STATES OF AMERICA
BY  _____
Initials _____ Contracting Officer
(REV. _____) (Official Title) GSA FORM 276

Amendment No. 3
To Memorandum of Understanding Dated August 27, 2007 (GS-03B-07358)

This Amendment No. 3 is made and entered into as of the 8th day of December, 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, as amended by Supplemental Agreement No. 1 and No. 2, (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, Section 1.7 of Exhibit B of the MOU (Lease Specifications) sets forth the Tenant Improvement Allowance in the amount of \$26,9125,990 to be provided and used for building out the Premises in accordance with the terms and conditions contained in MOU; and

WHEREAS, GSA received a Proposal dated July 23, 2008 from Bohlin Cywinski Jackson for Tenant Improvement Phase Construction Documents and Construction Administration, a copy of which is attached hereto and made part hereof as **Exhibit A**;

WHEREAS, GSA has agreed to the Construction Documents Fee in the amount of \$1,065,650.00 set forth in Exhibit A and desires to have \$827,110.00 of said fee be considered as part of the Tenant Improvement Allowance. GSA is in the process of negotiating the Construction Administration Fee, which is separate from and not included in the Construction Documents Fee;

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

1. The USPS will cause its Developer (Brandywine Cira Post Office LP) to prepare and furnish Tenant Improvement Construction Documents in accordance with Exhibit A and the fee for such construction documentation is \$1,065,650.00.
2. \$827,110.00 of the Tenant Improvement Construction Document Fee shall be considered as part of the Tenant Improvement Allowance as set forth in Section 1.7 of the Lease Specifications.
3. GSA represents and warrants that it is authorized to pay the remaining balance of said fee in the amount \$238,540.00 directly to Developer. Further details regarding invoicing instructions are contained on Supplemental Lease Agreement No. 3, which is attached hereto.

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

UNITED STATES POSTAL SERVICE

By: _____

Contracting Officer

UNITED STATES OF AMERICA

Acting
ADMINISTRATOR
SERVICES

AL

By: _____