

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

October 25, 2000

LEASE NO.

GS-03B-09611

THIS LEASE, made and entered into this date by and between Brandywine Operating Partnership, LP

whose address is 555 East Lancaster Avenue
Radnor, PA 19087-5166

and whose interest in the property hereinafter described is that of Owner,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

1,388 Rentable Square Feet yielding approximately 1,180 ANSI/BOMA Office Area square feet of office and related space (as shown on the attached floor plan labeled Exhibit "A") located on a portion of the 1st Floor, at 997 Lenox Drive, Lawrenceville, NJ 08648-2317 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Lease Rider Paragraph 14 through See Lease Rider Paragraph 14, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph 14 at the rate of See Lease Rider Paragraph 14 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Brandywine Operating Partnership, LP
555 East Lancaster Avenue
Radnor, PA 19087-5166

4. The Government may terminate this lease in whole or in part effective at any time after the third (3rd) full year of occupancy by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. INTENTIONALLY DELETED

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$5,083.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$5,083.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment shall commence in full.

*subject to adjustment upon determination of actual TI expenditure

7. The following are attached and made a part hereof:
- A. Rider to Lease GS-03B-09611
 - B. Solicitation for Offers # 9NJ2185
 - C. GSA Form 3517, "General Clauses" version dated November 2005
 - D. GSA Form 3518, "Representations and Certifications" version dated January 2007
 - E. Floor Plan - Exhibit A
8. The following SFO paragraphs were deleted in their entirety:
- 1.3, 1.6, 1.7, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 3.1, 3.4, and 3.6.
- The following SFO paragraphs were deleted in part and/or amended:
- 1.1, and 5.7.

This lease contains 49 pages

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Brandywine Operating Partnership, LP

BY

(Signature)

George D. Sowa
Executive Vice President

(Signature)

IN PRESENCE OF:

(Signature)

(Signature)

BRANDYWINE REALTY TRUST
10000 MIDLANTIC DRIVE
STE. 300 WEST
MT. LAUREL, NJ 08054

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

(Signature)

(Signature)

Contracting Officer

(Official title)

RIDER TO LEASE GS-03B-09611

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 1.42685% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 1,388 rentable square feet by the total building space of 97,277 rentable square feet.

11. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.176271186 (1,388 RSF/1,180 ABOA SF).

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$7.31 per Rentable Square Foot (RSF), is acceptable. This figure includes the Government's pro-rata share of operating costs.

13. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 60 calendar days from the date of notice to proceed with the construction of the

Lessor  Government 

RIDER TO LEASE GS-03B-09611

tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 3:

Shell Rent: \$29,758.72 per year or \$21.44 per Rentable Square Foot,

Amortized annual cost for Tenant Improvement Allowance*:
\$21,098.40 per year

Interest rate at which Tenant Alterations are amortized: 8.0%

Annual Cost of Services: \$10,146.28 per year or \$7.31 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 4 through 5:

Shell Rent: \$29,758.72 per year or \$21.44 per Rentable Square Foot,

Annual Cost of Services: \$10,146.28 per year or \$7.31 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

Shell Rent: \$32,187.72 per year or \$23.19 per Rentable Square Foot,

Lessor  Government 

Annual Cost of Services: \$10,146.28 per year or \$7.31 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$56,109.00 or \$47.55 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 8% amortization rate over the firm term of three (3) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

15. In accordance with Paragraph 3.4, "GSA Forms and Pricing Information" and Paragraph 5.1, "Tenant Improvements Pricing Requirements" of the Lease, the overhead and profit charged by the Lessor for Tenant Improvements requested by the Government is 5.0% of Total Construction costs.

16. In accordance with Paragraph 4.6, "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$65.00 per hour.

17. In accordance with Paragraph 4.4, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$2.50 per ANSI/BOMA Office Area square foot.

18. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of

Lessor  Government 

RIDER TO LEASE GS-03B-09611

this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

19. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

6

Lessor  Government 