

Amendment No. 32

To Memorandum of Understanding Dated August 27, 2007

This Amendment No. 26 is made and entered into as of the 16<sup>th</sup> day of February 2012, by and between Brandywine Cira PO Master Tenant LLC, successor by assignment to United States Postal Service (“Lessor”) 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 from time to time and assigned effective August 26, 2010 to Lessor (the “MOU”),

**WHEREAS**, on August 26, 2010, GSA accepted as Substantially Complete approximately 862,692 rentable square feet of space located at 2970 Market Street in Philadelphia, Pennsylvania (the “Building”) and parking as provided for in the MOU on the Annex Property for use by the GSA (the “Project”)

**WHEREAS**, the Lessor and GSA desire to document GSA’s request that Lessor provide HVAC at the Building on Saturdays and Sundays, which are considered overtime hours beyond the Normal Hours set forth in Section 7.2 of the Lease Specifications of the MOU (“OT Hours”), and

**WHEREAS**, GSA has agreed that providing HVAC during OT Hours is an Above-Standard Service as defined in Section 3.12 of the Lease Specifications of the MOU, and GSA has further agreed to establish an hourly rate to cover the cost associated providing HVAC during OT Hours and to pay the Lessor directly upon invoice as set forth herein, and

**WHEREAS**, Section 35 of Exhibit C (General Clauses) of the MOU sets forth the authority of the GSA Contracting Officer to make by written order changes within the general scope of the work and to modify the MOU to provide for a corresponding modification of the delivery date and/or a lump sum equitable adjustment,

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

1. All capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the MOU (and the exhibits thereto), as amended and assigned.



2. Lessor and GSA agree that the actual cost of the utilities associated with OT Hours, including by way of example and not limitation, the cost of electric, water, and gas usage during OT Hours, will be paid for by GSA pursuant to Section 17 (C) of the MOU.

3. Lessor and GSA agree that Lessor will experience additional costs that are directly related to and caused by the additional hours of operation of those certain building systems that are required to be operational during the OT Hours.

4. As set forth on Exhibit A, which is attached hereto and incorporated herein, Lessor has identified the maintenance items of the building systems that are affected by the OT Hours, has calculated hourly unit pricing for each item and has established that the hourly rate for HVAC OT Hours should be set at \$18.00 per hour.

5. GSA has reviewed Exhibit A and agrees that the HVAC OT Hourly rate shall be set at \$18.00 per hour and, GSA further agrees that, in the event that Lessor experiences an increase in costs or conditions which impact the hourly unit pricing calculation, Lessor shall have the right to amend Exhibit A to document such cost increases and, if indicated, Lessor shall present GSA with a request to change the HVAC OT Hourly rate, which request shall not be unreasonable delayed, conditioned or withheld.

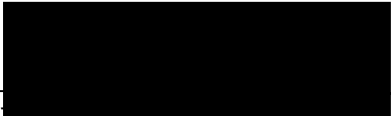
6. Lessor shall invoice GSA quarterly for the HVAC OT Hours requested and worked by GSA at the hourly rate of \$18.00 and GSA shall pay said invoices in accordance with the payment provisions in the Lease

7. Lessor and GSA acknowledge and agree that there are additional costs, actual and potential, beyond those associated with the building systems that are incurred due to the operation of the Building during OT Hours, including by way of example and not limitation, additional janitorial services, additional usage of supplies and products, accelerated depreciation of building systems, overtime services of building engineer, and these costs are not included in the HVAC OT Rate of \$18.00 per hour. Lessor reserves the right to, upon written documentation acceptable to GSA, to request an increase of the OT Hours rate to include actual cost incurred for services and maintenance required during OT Hours, which request shall not be unreasonable delayed, conditioned or withheld.

8. GSA represents and warrants that it is authorized to pay directly to Lessor on a quarterly basis for OT Hours at the rate of \$18.00 per hours, which rate may be amended from time to time in accordance with the provisions set forth herein, based on invoices received documenting the amount then due and owing for the time period covered. Further details regarding invoicing instructions are contained on Supplemental Lease Agreement No. 32, which is attached hereto and made part hereof.

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

**LESSOR:**  
**BRANDYWINE CIRA PO MASTER TENANT LLC,**

  
By \_\_\_\_\_  
Vice President – Asset Manager

**GSA:**  
**UNITED STATES OF AMERICA**  
A  
A **FEDERAL SERVICES ADMINISTRATION**

  
B \_\_\_\_\_

*(Signature Page to Amendment No. 32 to the GSA Lease)*