

Amendment No. 37

To Memorandum of Understanding Dated August 27, 2007

This Amendment No. 34 is made and entered into as of the ____ day of November 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**”, and also referred to herein as the “**GSA Lease**”); and

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**”); and

WHEREAS, pursuant to Article 17 C (1), Lessor has prepared a statement of actual Cost of Utilities and Cost of Insurance for the second Lease Year for the time period September 1, 2011 through August 31, 2012 (the “**Annual Statement**”); and

WHEREAS, pursuant to Article 17 C (1), Lessor has delivered to GSA copies of the actual bills, meter readings and other supporting documentation that supports the Annual Statement (“**Annual Statement Back-up**”); and

WHEREAS, after a review of the documentation, Lessor and GSA have agreed on the amount of the actual Cost of Utilities and Cost of Insurance as set forth in the Annual Statement and wish to document said amount, which is a credit to GSA; and

WHEREAS, Lessor and GSA desire to document the payment procedures related to the credit that Lessor owes to GSA and the establishment of the Cost of Utilities and the Cost of Insurance for the now current Lease Year which ends August 31, 2013,

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. Exhibit A, which is attached hereto and made part hereof, is the Annual Statement for Fiscal Year 2011 – 2012, covering the time period of September 1, 2011 through August 31, 2012 (referred to herein as "2011/12 Lease Year").

3. GSA and Lessor agree that:

(a) The Cost of Utilities and Cost of Insurance portion of the Operating Rent for 2011/12 Lease Year paid by GSA to Lessor was \$3,019,422.00, which amount is documented on Exhibit D to the MOU in Form 1217.

(b) The actual Cost of Utilities and Cost of Insurance as documented in Exhibit A and more specifically on the Annual Statement Back-up was \$1,747,238.87

(c) The credit due to GSA from Lessor for the Cost of Utilities and Cost of Insurance for the second Lease Year for the time period September 1, 2011 through August 31, 2012 is \$1,272,183.13 ("2011/2012 Utility and Insurance Credit").

4. Lessor represents and warrants that it is authorized to pay to GSA the 2011/2012 Utility and Insurance Credit in the amount of \$1,272,183.13. Lessor shall, within five (5) business days of the full execution of this Amendment 37, wire this amount to GSA using the following wire instructions:

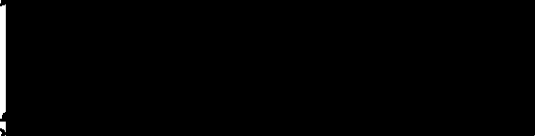
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FedWire
ABA
NO ACCOUNT NUMBER NEEDED
Beneficiary or ALC#
Description: Lease Contract (GS03B07358)
Accounting
Information:

5. In accordance with Section 17 (C) (5) of the MOU, GSA and Lessor acknowledge and agree that the Cost of Utilities and Cost of Insurance for the Lease Year commencing September 1, 2012 shall remain unchanged from the amount set forth in Form 1217, which amount is \$3.50 per square foot.

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

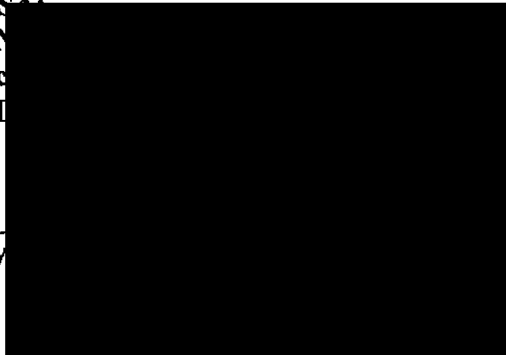
LESSOR:

BRANDYWINE CIRA PO MASTER TENANT LLC,



By: Daniel Parazzo
Vice President -- Asset Manager

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SERVICES ADMINISTRATION

By

(Signature Page to Amendment No. 37 to the GSA Lease)