

Amendment No. 35

To Memorandum of Understanding Dated August 27, 2007

This Amendment No. 34 is made and entered into as of the 16th 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**”, 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, Article 17 A defines Operating Expenses as the sum of the Cost of Utilities, Cost of Insurance and the Cost of “**SMR**”, which means the standard service, maintenance and repair obligations of Lessor as further defined in the MOU; and

WHEREAS, Article 17 D establishes the procedure where by the SMR component of the Operating Expenses is adjusted annually; and

WHEREAS, Lessor and GSA desire to document their agreement that the SMR component of the Operating Expenses is to be adjusted effective September 1, 2011 through August 31, 2012 as provided in Article 17 D (2) through (4).

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, as set forth in Article 17 of the MOU, the Operating Rent for Operating Expenses is comprised of:
 - (a) the Cost of Utilities and Cost of Insurance
 - (b) the Cost of SMR

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[Signature]

3. Lessor and GSA agree that Form 1217, which is Exhibit D to the MOU, establishes that the Operating Rent for the first Lease Year is \$9.00 per rentable square foot, which is comprised of the Cost of SMR which is \$5.50 per rentable square foot and the Cost of Utilities and Cost of Insurance, which is \$3.50 per rentable square foot.

4. The Cost of SMR (\$5.50 per rentable square foot) is subject to an annual adjustment beginning with the second Lease Year (which commenced on September 1, 2011) which is to be calculated in accordance with the procedure set forth in Article 17 D of the MOU ("CPI Escalation")

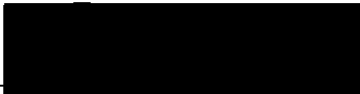
5. The Cost of Utilities and Cost of Insurance (\$3.50 per rentable square foot) are not subject to CPI Escalation, and shall be reviewed and adjusted annually in based on actual usage and cost and in accordance with the provisions of Article 17 C of the MOU.

6. GSA shall be responsible to compute the CPI Escalation annually on the Cost of SMR in accordance with Article 17 D (2) and (3) and if calculation results in an increase in the estimated Cost of SMR, such adjustment shall be effective on the first day of September commencing on September 1, 2011 and thereafter on September 1 of each successive Lease Year.

7. GSA shall furnish Lessor a copy of the calculation of the CPI Escalation with the first adjusted payment made during each applicable Lease Year.

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 Palazzo
Vice President – Asset Manager

GSA:
UNITED STATES OF AMERICA,
A
A **GENERAL SERVICES ADMINISTRATION**

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