

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-03P-LMD00047
ADDRESS OF PREMISES BANK OF AMERICA CENTER TOWER 2 100 SOUTH CHARLES STREET 4TH & 5TH FLOORS, SUITES 400 & 500 BALTIMORE, MD 21201-2710	PDN Number: N/A

THIS AMENDMENT is made and entered into between

LSREF4 REBOUND, LLC

whose address is: **2711 N HASKEL AVENUE, SUITE 1700**
DALLAS, TX 75204-2922

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

WHEREAS, the parties hereto desire to amend the above Lease to incorporate **Section 7.02 "PREMISES AND PARKING"**.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 12, 2016 as follows:

A. Paragraph 7.02 "PREMISES AND PARKING" is hereby added to the lease:

"7.02 PREMISES AND PARKING

Lessor and the Government hereby acknowledge and agree as follows notwithstanding anything to the contrary:

This Lease Amendment contains 3 pages.

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 below date.

FOR THE LESSOR

Signature: _____

Name: Laura P. Sims

Title: Assistant Vice President

Entity Name: LSREF4 Rebound, LLC

Date: December 12, 2016

FOR THE GOVERNMENT:

Signature: _____

Name: Dominic A. Innaurato

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 12/20/16

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Tanya Dahlen

Title: _____

Date: December 12, 2016

(a)(i) the Premises are located in a single office tower within premises controlled by Lessor and legally described on Exhibit A-1 (the "Lessor Property"), which Lessor Property is located at a project that also includes retail, other office building space and parking facilities owned and/or controlled by parties other than Lessor (such overall project being called the "Project"), (ii) for all purposes under this Lease/Contract between Lessor and the Government, the terms "Property," "land," "Appurtenant Areas" and "Buildings" shall be and include only those areas that are the Lessor Property, (iii) the Lessor Property and this Lease/Contract are subject and subordinate to the terms and conditions of that certain REA (defined below) and other documents of record against the Lessor Property and the Project (collectively, the "Title Exceptions"), and (iii) to the extent that this Lease/Contract purports to obligate Lessor to, or grants Government any right to, perform any obligation or act on, relating to or with respect to any area outside the Lessor Property, or to grant any right or perform any obligation that is governed by the Title Exceptions, Lessor's obligations and Government's rights under the Lease/Contract shall be limited to those obligations and rights that are expressly set out as Lessor's obligations and/or rights under the terms and conditions of the Title Exceptions. As used herein, "REA" means that certain Reciprocal Easement Agreement dated as of June 7, 1978, and recorded in Liber R.H.B. 3625, Page 712 in the Land Records of Baltimore City, Maryland, as amended by that certain First Amendment to Reciprocal Easement Agreement dated as of June 16, 1978, and recorded in Liber R.H.B. No. 3625, Page 806 in the Land Records of Baltimore City, Maryland, as amended by that certain Amendment of Grant of Easements dated as of September 12, 1983, and recorded in Liber S.E.B. No. 0108, Page 381 in the Land Records of Baltimore City, Maryland; as amended by that certain Second Amendment to Reciprocal Easement Agreement, dated as of May 15, 1987, and recorded in Liber S.E.B. No. 1298, Page 387 in the Land Records of Baltimore City, Maryland, as amended by that certain Third Amendment to Reciprocal Easement Agreement dated as of March 25, 1988, and recorded in Liber S.E.B. No. 1766, Page 527 in the Land Records of Baltimore City, Maryland, as amended by that certain Fourth Amendment to Reciprocal Easement Agreement dated as of November 20, 1989, and recorded in Liber S.E.B. No. 2311, Page 172 in the Land Records of Baltimore City, Maryland, and as such Reciprocal Easement Agreement may be amended hereafter. Lessor hereby represents that the Title Exemptions do not materially and adversely Government's use or occupancy of the Premises for office use under this Lease/Contract, and that the REA does not require Government to obtain any further consents or approvals for its office operations within the Premises in accordance with this Lease/Contract.

(b) The parking rights granted to the Government under Section 1.02 of the Lease/Contract relate to nine (9) parking spaces located in a parking garage that is not located at the Project and that is neither owned, operated nor controlled by Lessor. Lessor's obligations under this Lease/Contract with respect to parking shall be limited only to Lessor entering into a license or similar agreement with a third party (and paying the regular monthly parking charges for same) for use of nine (9) structured parking spaces, reserved for the exclusive use of the Government at a parking facility outside the Project, with the Government (and its employees using same) being obligated to comply with such third party's parking rules and regulations and terms under such license or similar agreement other than payment of the regular monthly parking charges."

INITIALS


LESSOR

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EXHIBIT A-1

LEGAL DESCRIPTION

All those two volumes of air situate in Baltimore City, State of Maryland and known as Phase II of Development Area 5a, Inner Harbor West, which are more particularly identified as Lot 2 and Lot 3 on the Subdivision Plat entitled "Final Subdivision of Lot 5A of the Inner Harbor West Urban Renewal Project", recorded among the Land Records of Baltimore City, Maryland in Plat Pocket Folder SEB No. 3138.

INITIALS:


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