

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. <i>GS-03P-LMD00047</i>
ADDRESS OF PREMISES BANK OF AMERICA CENTER TOWER 2 100 SOUTH CHARLES STREET 4 TH & 5 TH FLOORS, SUITES 400 & 500 BALTIMORE, MD 21201-2710	PDN Number: PS0040776

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 establish substantial completion and occupancy

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 March 7, 2018 as follows:

- A. Page 1 of the Lease, Paragraph titled "LEASE TERM", is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"LEASE TERM

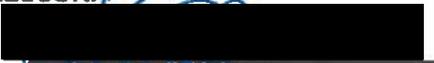
To Have and To Hold the said premises with its appurtenances for the term beginning March 7, 2018 through March 6, 2028, subject to termination and renewal rights as may be hereinafter set forth."

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: Vice President
Entity Name: LSREF4 Rebound, LLC
Date: May 14, 2018

FOR THE GOVERNMENT:

Signature: 
Name: Dominic A. Innaurato
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 5/23/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Patrice A. Bradshaw
Title: _____
Date: May 14, 2018

B. Paragraph 1.01(A) of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"A. **Office and Related Space:** 26,600 rentable square feet (RSF), yielding 23,750 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional 1,163 RSF, yielding 1,038 ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 26,600 RSF/23,750 ABOA SF indicated above, for a total of 27,763 RSF (yielding 24,788 ABOA SF), located on the 4th and 5th floor(s) and known as Suite(s) 400 and 500, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space."

C. Paragraph 1.02(A) of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"A. **Parking:** Ten (10) structured parking spaces, reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking as required by the applicable code of the local government entity having jurisdiction over the Property."

D. Paragraph 1.03(A) of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"1.03 RENT AND OTHER CONSIDERATIONS (AAP VARIATION (APR 2015))

A. The Government shall pay the Lessor Annual Rent, payable in monthly installments in arrears, at the following rates:

FIRM TERM	
03/07/2018 – 03/06/2028	
ANNUAL RENT	
SHELL RENT ¹	\$329,412.50
TENANT IMPROVEMENTS RENT ²	\$86,955.88
OPERATING COSTS ³	\$193,562.50
PARKING ⁴	\$36,000.00
TOTAL ANNUAL RENT	\$645,930.88

¹Shell rent calculation: (Firm Term) \$13.87 per ABOA SF multiplied by the 23,750 ABOA SF.

²The Parties agree the final total Tenant Improvement costs payable by the Government is \$1,276,864.65. Of this amount, \$407,305.90 is being paid via lump sum check at substantial completion. The remaining balance of \$869,558.75 is being amortized into the rental payments. This amount is amortized at a rate of zero (0) percent per annum over the ten (10) year firm term.

³Operating Costs rent calculation: \$8.15 per ABOA SF multiplied by 23,750 ABOA SF.

⁴Parking costs are \$300 per month (\$3,600.00 per year) per space. Ten (10) Parking Spaces multiplied \$3,600.00 per year."

E. The following is added to Paragraph 1.07 of the lease:

"1.07 DOCUMENTS INCORPORATED IN THE LEASE (AAP VARIATION (APR 2015))

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
PARKING FLOOR PLAN(S)	1	E

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F. The parties agree the Total Tenant Improvement costs payable by the Government is \$1,276,864.65. Of this amount, \$869,558.75 is amortized in the rental payments and further described in Section 1.03(A) of the Lease. The remaining balance of \$407,305.90 shall be paid via lump sum payment to the Lessor upon execution of this Lease Amendment. A properly executed invoice shall be submitted at <http://www.finance.gsa.gov> or a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, an advance copy of the invoice must also be faxed to the Contracting Officer at 215-209-0503 or via email at dominic.innaurato@gsa.gov:

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later."

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