

HARRISON STREET CORE PROPERTY FUND, L.P.

**AMENDMENT TO
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP**

THIS AMENDMENT (this “*Amendment*”) TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HARRISON STREET CORE PROPERTY FUND, L.P., a Delaware limited partnership (the “*Partnership*”), dated as of September 26, 2017, is made by the General Partner and consented to by the Fund Partners holding in excess of fifty percent (50%) of the outstanding Units of the Fund. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement (defined below). Capitalized terms defined in this Amendment shall be deemed incorporated into the definitions contained in the Agreement.

WHEREAS, the Partners previously entered into that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of June 14, 2013 (the “*Agreement*”);

WHEREAS, Fund Partners holding in excess of [REDACTED] of the outstanding Units of the Fund have consented to this Amendment in accordance with the provisions of Section 3.3(b) and Section 14.7 of the Agreement; and

WHEREAS, the Partners now desire to amend the Agreement to modify the as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties hereto agree to amend the Agreement as follows:

1. **Definitions.**

(a) The following definitions contained in Section 1.2 of the Agreement are hereby deleted in their entirety:

“NAV Limitation Date” shall have the meaning set forth in Section 3.3(a)(i).

[REDACTED] shall have the meaning set forth in Section 3.3(a)(i)(E).

(b) The following definitions are hereby added to Section 1.2 of the Agreement:

[REDACTED]

[REDACTED]

2. **Investment Guidelines.** Section 3.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a)

(i) Except as otherwise provided in clause (E), unless waived by the Advisory Committee, the Fund shall not make an Investment that would result in:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(ii) Intentionally omitted.

3. **Miscellaneous.**

(a) Full Force and Effect. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

(b) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws. Each of the parties hereto hereby consents to (i) the non-exclusive jurisdiction of the courts of the State of Delaware, and (ii) service of process by mail.

(c) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had signed a single document. All of the counterparts shall be construed together and shall constitute one agreement. An electronic signature (e.g., PDF or similar attachment to an e-mail) shall constitute an original signature.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

[Signature page follows]

AMENDMENT TO
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
HARRISON STREET CORE PROPERTY FUND, L.P.,
a Delaware limited partnership

GENERAL PARTNER:

HSRE CORE FUND GP, LLC,
a Delaware limited liability company

By: 

Name: Christopher N. Merrill

Its: Manager