

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

JUN 08 1993

NO. 5

TO LEASE NO.

GS- 04B-31130

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES Corporate Square
10, 11, and 12 Corporate Square Boulevard
Atlanta, Georgia 30309

THIS AGREEMENT, made and entered into this date by and between

HALLWOOD REAL ESTATE INVESTORS
FUND XV

whose address is 3710 Rawlins, Suite 1500
Dallas, TX 75219-4235

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 26, 1993, as follows:

1. Paragraph 2 is amended as follows:

TO HAVE AND TO HOLD SAID premises with their appurtenances for the term beginning on April 26, 1993, through April 25, 2013 subject to termination rights.

2. Paragraph 10 of SF-2 is amended as follows:

The Government may terminate this lease in full or in part at any time on or after April 25, 2003, by giving at least 180 days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

3. The Lessor agrees to complete the attached "Construction Punchlist" and the "Electrical Punchlist" items ~~not later than June 15, 1993~~, at no cost to the Government. not later than August 20, 1993
4. The Lessor agrees to submit written certification ~~by June 10, 1993~~, that the elevators in both Buildings 11 and 12 have been inspected by the proper authorities and are presently operational, and they meet all life and fire safety requirements, at no cost to the Government. by July 16, 1993

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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 above date.

LESSOR

HALLWOOD REAL ESTATE INVESTORS FUND XV,
A DELAWARE GENERAL PARTNERSHIP

BY

(Signature)

RICHARD D. STILOVICH, As Agent for
Hallwood Management Company

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official Title)

Continuation Page 1
Supplemental Lease Agreement No. 5
GS-04B-31130

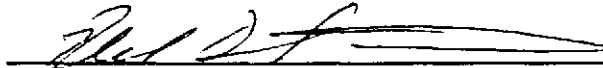
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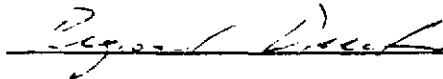
Hallwood Real Estate Investors Fund XV, a
Delaware general partnership

BY: Hallwood Management Company, As Agent

NAME:



TITLE:



DATE:





5. The Government acknowledges that Hallwood Management Company is entitled to reimbursement under Paragraph 18 "Proposals For Adjustment" of the General Clauses, GSA Form 3517, for additional buildout requirements outside the lease contract. The reimbursement amount is yet to be negotiated.

6. As a result of the mutual measurement in Buildings 11 and 12, Corporate Square, Atlanta, Georgia, of the Original Lease Contract, the net usable square footage is 110,000 NUSF. The Beneficial Occupancy date as determined by the Government is April 26, 1993, for 110,000 NUSF.

As a result of the mutual measurement in Building 11, 2nd Floor, Corporate Square, Atlanta, Georgia, of Supplement Lease Agreement No. 2, the net usable square footage is 4,124 NUSF. The Beneficial Occupancy date as determined by the Government is June 15, 1993, for 4,124 NUSF.

The following will identify the location of space as a result of the mutual measurement of Buildings 11 and 12. The Government now occupies 100% of both buildings.

BUILDING NO.	SLA NO.	NUSF OCCUPIED
11-1st Floor	Original Lease	13,209 Entire Floor
1-2nd Floor	Original Lease and SLA#2	14,755 Entire Floor
12-1st Floor	Original Lease	15,840 Entire Floor
12-2nd Floor	Original Lease	17,580 Entire Floor
12-3rd Floor	Original Lease	17,580 Entire Floor
12-4th Floor	Original Lease	17,580 Entire Floor
12-5th Floor	Original Lease	17,580 Entire Floor
TOTAL		114,124 NUSF

7. The parties agree to the Lump Sum Reimbursable amount of \$123,770.00 based on an inspection by the Government and the Lessor. The following quantities of newly provided and installed items are as follows:

ITEM	QUANTITY	COST EACH	TOTAL
a. Life Style Bench	2	■ ■■■■■ ■	■■■■■
b. Junction Boxes	91	■ ■■■■■ ■	■■■■■

Initials: Lessor _____
Government _____

ITEM	QUANTITY	COST EACH	TOTAL		
c. [REDACTED]	144	[REDACTED]	[REDACTED]		
d. Dedicated Electrical Duplex Outlet	129				
e. [REDACTED]	1				
f. Standard Handicap Shower Stall	2				
g. Mirrored Glass Wall PLF	21 LF				
h. Dedicated Electrical Power Strips 6 outlets per strip	65				
i. Lockers, Full Size	34				
j. Folding Partition	135 LF				
TOTAL DUE LESSOR				\$123,770.00	

8. The Government agrees to pay the Lessor Cost Adjustments in the amount of \$221,759.80 based on an inspection by the Government and the Lessor. The Lessor disputes the amount and reserves the right to submit a claim in accordance with Paragraph 23 "Disputes" of the General Clauses, GSA Form 3517. The following quantities of newly provided and installed items are as follows:

ITEM	REQUIRED	ACTUAL	EXCESS	UNIT COST	TOTAL
a. Ceiling High Partition STC 37	2,294 LF	12,348	10,054	[REDACTED]	[REDACTED]
b. Ceiling High Partition STC 40	151 LF	288	137		
c. Ceiling High Partition STC 50	407 LF	946	539		

Initials: Lessor _____
Government _____

ITEM	REQUIRED	ACTUAL	EXCESS	UNIT COST	TOTAL
d. Duplex Wall Mounted Elec. Outlet	2,282 EA	2,114	<168>		
e. Solid Core Interior Door	300 EA	554	254		
f. Slab to Slab Partition One Hour	319 LF	319	-0-		
g. Slab to Slab Partition	238 LF	238 LF	-0-		
h. Raised Floor Computer Room	1,000 LF	1,368 LF	368		
i. Door Closures	300 EA	66	<234>		
TOTAL DUE LESSOR					\$221,759.80

Initials: Lessor
Government

