

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG 6 1992

LEASE NO.

GS-04B-31130

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

HALLWOOD REAL ESTATE INVESTORS  
FUND XV

whose address is

3710 Rawlins, Suite 1500  
Dallas, TX 75219-4236

and whose interest in the property hereinafter described is that of Owner

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 110,000 net usable square feet, [comprised of 100,050 nusf office space, and 9,950 nusf special space, located at Building 11 and Building 12, and six (6) reserved on-site parking spaces for Government vehicles at Corporate Square, Corporate Square Boulevard, Dekalb, Atlanta, Georgia 30329; the following breakdown will identify location of space.

CONTINUED on PAGE 3

to be used for

such purposes as determined by the General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

March 1, 1993 through February 28, 2013, subject to termination and renewal rights as may be hereinafter set forth.

Said term shall be adjusted in accordance with Paragraph 6B on reverse.

3. The Government shall pay the Lessor annual rent of \$

Paragraph 3 DELETED and REPLACED by Paragraph 9, page 3.

at the rate of \$ per in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time by giving at least days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 4 DELETED and REPLACED by Paragraph 10, page 4.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

DELETED

provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities and maintenance in accordance with Solicitation for Offers No. RGA 91110 and the attached Special Requirements, and Addenda Nos. 1,2,3 and 4.
- B. Buildout in accordance with Solicitation for Offers No. RGA 91110 and the attached Special Requirements, and Addenda Nos. 1,2,3 and 4, and Attachment No. 3 which enumerates the proposed capital improvements to be done in both buildings. Government space plans to be furnished within 30 days after award. All tenant alterations to be completed within 210 days from receipt of approved Government space layouts, or the lease effective date identified under Paragraph 2, whichever is later. Lessor's contractor will work in conjunction with the tenant agency's contractor during buildout for the installation of voice and data cabling, and the installation of system's furniture. The tenant agency's contractor will be required to coordinate with the lessor's contractor, and any conflict will be resolved by the Contracting Officer. The installation of systems furniture and/or completion of voice and data cabling will not constitute occupancy or substantial occupancy. Occupancy will only occur when all areas are completed and accepted by the Government.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2-A, \_\_\_\_\_ edition).~~

Continued on Page 3.

8. The following changes were made in this lease prior to its execution:

Continued on Page 3.

SEE CONTINUATION PARAGRAPHS 1 AND 7 THROUGH 19 ON ATTACHED PAGES.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

RICHARD D. STILOVICH,  
AGENT FOR HALLWOOD REAL ESTATE INVESTORS FUND XV

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

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