

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

NO. 2

DEC 15 1992

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS- 04B-31130

ADDRESS OF PREMISES Corporate Square
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 June 15, 1993, as follows:

SF-2, Paragraphs 1, 9, 11 and 12 are hereby amended as follows:

1. Paragraph 1 of SF-2 is amended as follows:

4,005 net usable square feet of office and related space is added to the lease agreement for a total of 114,005 net usable square feet, [comprised of 104,055 nusf office space, and 9,950 nusf special space], located in Building 11 and 12, and six (6) reserved on-site parking spaces for Government vehicles at Corporate Square, Corporate Square Boulevard, Dekalb County, Atlanta, Georgia 30329; the following breakdown will identify location of space.

FLOOR/SUITE NO(S)	NET USABLE SQUARE FEET
Building 11/1st Floor	13,209 (Entire Floor)
Building 11/2nd Floor	14,636 (Entire Floor)
Building 12/1st Floor	15,840 (Entire Floor)
Building 12/2nd Floor	17,580 (Entire Floor)
Building 12/3rd Floor	17,580 (Entire Floor)
Building 12/4th Floor	17,580 (Entire Floor)
Building 12/5th Floor	17,580 (Entire Floor)

TOTAL NET USABLE SQUARE FEET 114,005

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 Mark E. Alexander
(Signature)

Mark E. Alexander
Richard D. Stilevich, as Agent for
Hallwood Management Company

IN PRESENCE OF

Beverly Barnes
(Signature)

(Address)

UNITED STATES OF AMERICA

BY Cheryl M. Jeller
(Signature)

Contracting Officer
GENERAL SERVICES ADMINISTRATION

(Official Title)

Continuation Page 1
Supplemental Lease Agreement No. 2
GS-04B-31130

Signature Block

LANDLORD:

Hallwood Real Estate Investors Fund XV, a
Delaware general partnership

BY: Hallwood Management Company, As Agent

NAME:

Mark L. Alford

TITLE:

Sr. Property Manager

DATE:

12/17/92

Initials:

Lessor

CUH

Government

CR

The Lessor is responsible for the expansion buildout in accordance with Lease No. GS-04B-31130 and the attached plans, Exhibit A. Exhibit A clearly depicts the 4,005 nusf of expansion space on the second floor of building 11 to be completed under this agreement as well as the complete buildout requirements. The unit prices negotiated under paragraph 15 of Lease No. GS-04B-31130 in accordance with the SFO Paragraph 3.1, Unit Costs for Adjustment, shall apply to the buildout under this agreement. The lump sum prices negotiated under paragraph 16 of SF-2, Lease No. GS-04B-31130 shall also apply to the buildout under this agreement.

9. The Government shall pay the Lessor annual rent for the entire term, in arrears as follows:

Current Annual Rent	\$1,485,000.00
(original lease 110,000 nusf @ \$13.50 pnusf)	
Current Monthly Rent	\$ 123,750.00

Expansion Space	\$ 54,067.50
[4,005 nusf @ \$13.50 pnusf]	

NEW ANNUAL RENT	(Effective June 15, 1993 *Subject	\$1,539,067.50
NEW MONTHLY RENT	to final acceptance of the space	\$ 128,255.62
	by the Government as substantially complete.)	

Rental is subject to adjustment based on a physical measurement of the expansion space and will be based on the rate per net usable square foot (PNUSF) as noted above, and the actual total net usable square footage - in accordance with GSAF 3517, GENERAL CLAUSES. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Hallwood Real Estate Investors Fund XV
c/o Hallwood Management Company
3 Corporate Square Suite 315
Atlanta, Georgia 30329

The term of the expansion space shall run concurrent to that of the lease contract as amended by SLA #1.

11. The Operating Costs Base subject to CPI escalation on the 4,005 nusf expansion space under SLA # 2 is established at \$4.01 pnusf.

12. The Tax Adjustment percentage of Government occupancy is established as follows: Building 11 - 100% based on 27,845 nusf available and 27,845 nusf occupied by the Government. Building 12 - 100% based on 86,160 nusf available and 86,160 nusf occupied by the Government. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection.

<u>Cheryl Miller</u>	<u>12/17/92</u>	<u>AWA</u>	<u>12/17/92</u>
GOVERNMENT	DATE	LESSOR	DATE