

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE
MAR 17 1993

NO. 3

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 04B-31130

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 June 15, 1993, as follows:

SF-2, Paragraphs 1, 9, 11 and 12 are hereby amended and additional "Lease Language" is added to the Lease Contract as follows on pages 2 through 9 of this agreement.

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

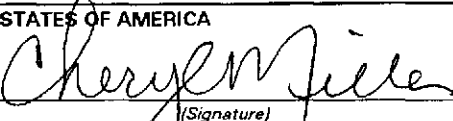
IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY


(Signature)

Contracting Officer
GENERAL SERVICES ADMINISTRATION

(Official Title)

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Signature Block

LANDLORD:

Hallwood Real Estate Investors Fund XV, a
Delaware general partnership

BY: Hallwood Management Company, As Agent

NAME:

[Signature]

TITLE:

Regional Director

DATE:

3/18/93

Initials: Lessor

[Signature]

Government

On

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

The lessor leases to the Government the following described premises:

28,546 net usable square feet of office and related space is added to the lease agreement for a total of 142,551 net usable square feet, [comprised of 130,484 nusf office space, and 12,067 nusf special space], located in building 10, 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 will identify the location of space.

BUILDING NO.	SLA NO.	NUSF OCCUPIED
11-1st Floor	Original Lease	13,209 (Entire Floor)
11-2nd Floor	Original Lease	10,631 (Partial 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)
11-2nd Floor	SLA #2	4,005 (Entire Floor)
10-1st Floor	SLA #3	14,273 (Entire Floor)
10-2nd Floor	SLA #3	14,273 (Entire Floor)

NEW TOTAL NUSF

142,551

[THE GOVERNMENT OCCUPIES 100% OF BUILDINGS 10, 11, AND 12]

The Lessor is responsible for the expansion buildout in accordance with Lease No. GS-04B-31130, as amended, and the attached plans, Exhibit A. Exhibit A depicts the buildout requirements for 28,546 nusf of expansion space on the first and second floor of Building 10 to be completed under this agreement and included in the rent. The unit prices negotiated under paragraph 15 of Lease No. GS-04B-31130 shall apply to the buildout under this agreement, as well as the lump sum prices negotiated under paragraph 16 of Lease No. GS-04B-31130, unless otherwise revised.

INITIALS: LESSOR h
GOVERNMENT Ch

DATE 3/18/93
DATE 3/19/93

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2. Paragraph 9 of SF-2 is amended as follows:

The Government shall pay the Lessor annual rent in arrears as follows:

Current Annual Rent	\$1,539,067.50
Current Monthly Rent	\$ 128,255.62

Original Lease Effective April 5, 1993:

110,000 nusf @ \$13.50 psf =	\$ 1,485,000.00
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SLA #2 Effective June 15, 1993:

4,005 nusf @ \$13.50 psf =	\$ 54,067.50
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Expansion Space

SLA #3 Effective June 15, 1993:

28,546 nusf @ \$13.80 psf =	\$ 393,934.80
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NEW ANNUAL RENT	\$1,933,002.30
NEW MONTHLY RENT	\$ 161,083.52

The Government shall pay the Lessor annual rent in monthly payments of \$161,083.52, in arrears. All space is subject to final acceptance of the space by the Government as substantially complete.

Rental is subject to adjustment based on a physical measurement 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 lesser 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.

3. Paragraph 11 of SF-2 is amended as follows:

The Operating Costs Base subject to CPI escalation on the 28,546 nusf expansion space under SLA # 3 is established at \$4.01 pnusf.

INITIALS: LESSOR	<u><i>h</i></u>	DATE	<u>3/12/93</u>
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4. Paragraph 12 of SF-2 is amended as follows:

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. Building 10 - 100% based on 28,546 nusf available and 28,546 nusf occupied by the Government. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space.

5. The lessor to provide a total of eighty-two (82) doors with hardware and building standard latchset in the rent. Of the 82 doors, nineteen (19) of the 82 doors are to have door closures included in the rent. The requirements listed below are by suite numbers which correspond with the attached floor plans. All doors shown on the plans and not listed below are to have Building Standard Latchset, included in the rent. Any additional doors will be subject to a unit cost adjustment at the rate of \$275.00 each for door with ~~closure~~, hardware, and building standard latchset. All [REDACTED] are lump sum reimbursable items at [REDACTED].

Doors W/Closers Doors W/Locks Doors W/Locks and Closers

INITIALS: LESSOR *LL* DATE 3/18/93
GOVERNMENT *Cheryl Miller* DATE 3/19/93

6. The Lessor grants authorization for full right of way access between building 11 and 10 for the installation of conduit and fiber optic cable at no additional cost to the Government.

7. Lessor to provide at no additional cost to the Government:

One (1) 4 inch conduit from the end of the existing conduit that connects Building 11 and 10 to the telephone wire closet on the first floor on Building 10.

One (1) 4 inch and one (1) 2 inch conduit must be provided from the end of the existing conduit that connects Building 11 and 10 to the LAN Wire Center on the first floor of Building 10.

8. Lessor to provide at no additional cost to the Government:

All Conference Rooms and the Computer Training Room require supplemental, separately zoned HVAC with the capability to accommodate the maximum occupancy per square footage. Outside air shall be provided at a minimum of 30 cubic feet per minute (CFM) for each person. These rooms to be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.

All Conference Rooms and the Computer Training Room require modern parabolic type 2' x 4' or 2' x 2' fluorescent fixtures capable of producing and maintaining a uniform lighting level of between 70 and 100 candles throughout these rooms. These rooms require a dimmer switch with the capability to produce a light level from 30 on the low end and between 70 to 100 foot candles on the upper end. All lighting requirements stated in this agreement and reflected on the attached drawing are the responsibility of the lessor and included in the rental consideration except for the incandescent downlights located in the Conference and Training Rooms.

Ceiling support specifications in the Conference Rooms and the Computer Training Room requires that the ceiling support a video conferencing monitor of 135 pounds.

INITIALS: LESSOR R DATE 3/18/93
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9. Slab to Slab Partitioning: All Conference Rooms and the Computer Training Room require an STC rating of 50, Slab to Slab construction. The SATO room located in suite 1303 requires an STC rating of 40, Slab to Slab construction. Walls should be constructed to accomodate agency furnished blackboards, etc. Entry and exit doors shall not compromise the STC requirement. Duct silencers shall be used as required to ensure the required STC 50 rating. Ceilings in the aforementioned rooms should be acoustically treated to provide a mininum Sound Transmission Coefficient (STC) of 40. All slab to slab partition is subject to the following ratios based on 28,546 nusf:

STC 40, Slab to Slab - 47LF per 28,546 nusf in the rent.
STC 50, Slab to Slab - 47LF per 28,546 nusf in the rent.

Any overages are subject to a unit cost adjustment per LF based on \$28.00 per LF, for an STC rating of 40, and \$39.00 per LF, for an STC rating of 50.

10. Partitioning: Ceiling high partitions with an STC rating of 37 is subject to the ratio of 1:40. This ratio equates to 714LF of partition included in the rent, based on 28,546 nusf. Any additional partition will be subject to a unit cost adjustment of \$15.50 per LF.

11. Lessor to finish out the Breakroom with vinyl floor covering and a stainless steel single bowl sink with hot and cold water, drain, and shut-off valve, included in the rent.

12. Lessor to provide at no additional cost to the Government:

Telephone Closet and Wiring Closet:

Each of these rooms on both floors must have sufficient cooling capacity to sustain an ambient temperature of no greater than 80 degrees Fahrenheit and a humidity level of no greater than 50 percent. Cooling may be provided by ducts from the building's central air-conditioning system or by separate units. The temperature must be maintained at these levels 24 hours a day, 7 days a week even if the central system is cycled on and off at night and on weekends. These rooms are not applicable to over time charges.

Install in the Wire Closet on each floor a series of power strips (each strip to have 6 outlets) on each wall, 18 inches from the floor. Each power strip should be provided by a separate dedicated circuit.

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Provide two (2) 4 inch sleeves in the second floor of the telephone closet and the wiring closet to the floor below. Install four (4) inch sleeves in walls of the Computer Wiring Center, Wiring Closet, and the Telephone Closet on the first floor to provide access for telephone and computer cabling. Install four (4) 4 inch sleeves in walls of the Telephone Closet and the Wiring Closet on the second floor to provide access for telephone and computer cabling.

In each Telephone and Wire Closet on each floor install plywood backboards on all walls. Plywood should be 3/4" x 4' x 8' panels and should be mounted no closer to the surface of the floor than one foot. All sheets of plywood on all walls are to be painted grey.

13. Lessor agrees to correct all fire and life safety deficiencies prior to occupancy at no cost to the Government, including but not limited to the following:

A. A complete, zoned supervised fire alarm and life safety system shall be provided including pull stations, smoke detectors, flow switches, horns, annunciator panels and control panel. The life safety systems shall comply with all local building codes. Sprinklers and standpipes, at a minimum, shall be in accordance with applicable codes (NFPA 13 and 14).

14. Lessor to provide at no additional cost to the Government:

In suite 1314, Computer Training Room, lessor to provide six (6) feet of wiremold G-3000 surface metal raceway with wiremold #53YBZ duplex receptables on 24" centers. Mount horizontal above finished floor 24" A. F. F.

15. Lessor agrees that all buildout requirements stated in this agreement and/or reflected on the attached plans are included in the rent, except for the unit prices and lump sum items specifically addressed in this agreement, SLA #3. However, all other provisions in the original lease contract, as amended, shall apply to this agreement.

INITIALS: LESSOR *PC*
GOVERNMENT *CH*

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16. Lessor must furnish Radon Certification within 30 days after award. Any corrective action must be completed and retested prior to occupancy.

17. Lessor and lessor's contractor will be required to work with the tenant agency's contractor for the installation of voice and data cabling. The tenant agency's contractor to have access to the entire space from March 22, 1993, through May 21, 1993. The lessor's contractor will be required to coordinate with the tenant agency's contractor, any conflict will be resolved by the Contracting Officer. Lessor is not required to provide any telephone or data outlets in this agreement.

18. Deviations to the attached floor plans and this agreement will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

19. The "Termination for Default Clause" on page 6 of 6, Supplemental Lease Agreement No. 1 to Lease No. GS-04B-31130 is deleted in its entirety and replaced by the following:

The following language will serve to modify the Termination for Default clause as follows:

"Further, the Government shall not terminate this lease without providing the lender identified by the lessor with prior notice of the default and a reasonable opportunity to cure the default. After Beneficial Occupancy has occurred the Government will provide, as a courtesy, notice to the lender of any default by the lessor. Any failure of the Government to provide such notice shall not render ineffective any notice to the lessor. The lessor shall provide the Government with the lender's name, address, telephone and fax number for any such notices.

20. Lessor will be required to allow for the installation of systems furniture not later than June 1, 1993, at no additional cost to the Government.

INITIALS: LESSOR *R*
GOVERNMENT *On*

DATE *3/18/93*
DATE *3/19/93*

21. Payment for all "Lump Sum Reimbursable" items covered under SLA #3 shall be subject to physical inspection and acceptance by the Government as complete, and upon receipt of itemized paid invoices from the lessor. Reimbursement will be based on actual quantities newly installed.

Folding Partitioning is a lump sum reimbursable item.

Hufcor series 6500-Omni folding partitioning is required in suite 1112 and 1114 of approximately 18 LF at [REDACTED] per LF.

Electrical requirements are reflected on the attached floor plans. The ratio negotiated under the initial lease with regard to standard duplex electrical outlets does not apply to the expansion space under this agreement. Lessor agrees that all electrical requirements reflected on the attached plans are part of the rental consideration and no additional cost will be incurred by the Government except for the following lump sum reimbursable items.

A. Junction Boxes

1. Single Circuit, approximately 12 @ [REDACTED]
2. Three Circuit, approximately 15 @ [REDACTED]

B. Standard Duplex Dedicated Outlets

approximately 47 @ \$ [REDACTED]

The following lump sum reimbursable item was not negotiated in the original lease. The following price reflects a single unit cost.

A. Additional Lighting Requirements for Conference/Training Rooms.

Additional accent lighting by incandescent downlights spaced approximately 4' - 0" o.c. The direction of the lights to be adjustable. The control switch for these fixtures to be a dimmer.

Incandescent Downlights

approximately 52 @ [REDACTED]

LESSOR [Signature]
Signature

DATE 3/18/93

GOVERNMENT [Signature]
Contracting Officer

DATE 3/19/93