

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE **DEC 02 1992**

NO. 1

TO LEASE NO.

GS- 04B-31130

SUPPLEMENTAL LEASE AGREEMENT

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 December 2, 1992, as follows:

SF-2, Paragraphs 2, 6B, and 10 are amended and/or deleted as follows on page 2 of this agreement.

Additional "Lease Language" is added to the Lease Contract as follows on page 2 through page 6 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**

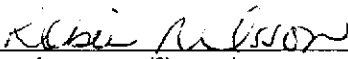
BY *



(Signature)

**Richard D. Stilovich, as Agent for
Hallwood Management Company**

IN PRESENCE OF

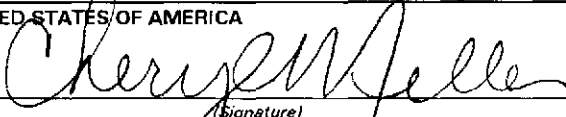


(Signature)

(Address)

UNITED STATES OF AMERICA

BY



(Signature)

**Contracting Officer
GENERAL SERVICES ADMINISTRATION**

(Official Title)

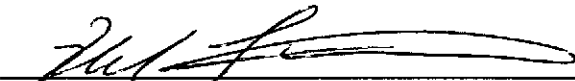
Continuation Page 1
Supplemental Lease Agreement No. 1
GS-04B-31130

Signature Block

LANDLORD:

Hallwood Real Estate Investors Fund XV, a
Delaware general partnership

BY: Hallwood Management Company, As Agent

NAME: 

TITLE: Reginald D. Smith

DATE: 12/4/92

Initials: Lessor 

Government CR

Paragraph 2 and 6B of SF-2 are amended as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 5, 1993, through April 4, 2013, subject to termination and renewal rights set forth.

Based on the revised occupancy date of April 5, 1993, the Lessor agrees to allow the [REDACTED] contractors unlimited access to both building 11 and 12, not later than February 5, 1993, for the purpose of the installation of voice and data cabling. The Lessor also agrees to allow the [REDACTED] unlimited access to both buildings 11 and 12 for the installation of systems furniture, not later than March 1, 1993.

EXHIBIT A, attached, are revised plans (building 11 floors 1 and 2, and building 12 floors 1-5) which reflect all space design layout changes negotiated with the Lessor through November 20, 1992. These plans, dated November 20, 1992, SUPERSEDE all previous plans. The Lessor acknowledges that he is in agreement with these revisions and that these revisions will not impact the April 5, 1993, completion date.

Paragraph 10 of SF-2 is DELETED and REPLACED with the following:

The Government may terminate this lease in full or in part at any time on or after April 5, 2003, by giving at least 180 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.

The following FIRE and CASUALTY clause is added to the lease as follows:

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises partially untenable, as reasonably determined by the Government, the Government shall provide written notice of such determination to the Lessor within 15 calendar days of the fire or other casualty. The Lessor shall have 20 calendar days from receipt of the Government's determination to commence reconstruction, restoration and repairs to the premises. If in the Government's sole judgement, the reconstruction, restoration and repair cannot be completed within 120 days after receipt of the Government's notice, the Government may elect to terminate this lease by giving the Lessor written notice at any time of such an election.

Lessor	<u>[Signature]</u>	Date	<u>12/4/92</u>
Government	<u>[Signature]</u>	Date	<u>12/17/92</u>

Page 3 of 6
Supplemental Lease Agreement No. 1
GS-04B-31130

The rent will be reduced proportionately through supplemental agreement by amount of space damaged from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving the Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.


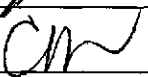
The following language will serve to modify the Delivery and Condition clause.

"The Government's obligation to pay rent shall commence upon "Beneficial Occupancy". Beneficial Occupancy shall mean that the premises and alterations are finished and ready for occupancy although some minor punchlist items remain to be completed. Minor punchlist items must not impact upon the Government's occupancy. A Certification of Occupancy must have been issued for the premises unless the certificate has not been issued solely because of unfinished work which is the Government's responsibility under this lease. The Government reserves the right to determine when Beneficial Occupancy occurs and the space is ready to occupy."

The following clause is added to the lease agreement as follows:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (AUG 1992)


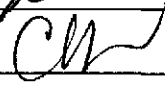
(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease.

Lessor	<u></u>	Date	<u>12/4/92</u>
Government	<u></u>	Date	<u>12/17/92</u>

Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

Lessor	<u></u>	Date	<u>12/4/92</u>
Government	<u></u>	Date	<u>12/17/92</u>

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

STATEMENT OF LEASE (AUG 1992)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

The following language will serve to modify the Failure in Performance clause to provide notice and an opportunity to cure.

The Government's right to withhold rent shall be limited to instances where the lessor has received notice of the default or deficiency and the lessor has had a reasonable opportunity to cure same. Normally, such notice would be in writing. However, in emergency situations oral notice will be sufficient.

Lessor PS
Government CH

Date 12/8/92
Date 12/17/92

Page 6 of 6
Supplemental Lease Agreement No. 1
GS-04B-31130

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. The Government's obligation to provide notice to the lender shall cease upon Beneficial Occupancy. The lessor shall provide the Government with the lender's name, address, telephone and fax number for any such notices which is: _____

_____".

ALL OTHER TERMS AND CONDITIONS OF LEASE GS-04B-31130 REMAIN THE SAME.

Lessor _____
Government CM

Date 12/4/92
Date 12/17/92

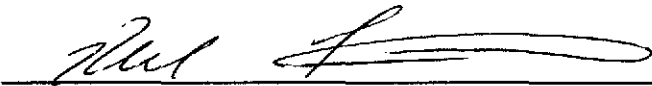
Continuation Page 6
Supplemental Lease Agreement No. 1
GS-04B-31130

Signature Block

LANDLORD:

Hallwood Real Estate Investors Fund XV, a
Delaware general partnership

BY: Hallwood Management Company, As Agent

NAME: 
TITLE: Regional Director
DATE: 12/4/8-

Paragraph 9 of SF-2 is modified so that the last sentence shall be deleted and replaced with the following: 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

Initials: Lessor



Government

