

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES One Corporate Square
One Corporate Boulevard
Atlanta, GA 30329-2013

THIS AGREEMENT, made and entered into this day by and between Hallwood Real Estate Investors Fund XV

whose address is: 3710 Rawlins Street, Suite 1500, Dallas, TX 75219

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, as follows:

- 1) The Government shall lease from Lessor approximately 37,554 Rentable Square Feet (RSF)/34,140 Usable Square Feet (USF) of expansion space (the "Expansion Space"), in Building One Corporate Square, One Corporate Boulevard, Atlanta, GA 30329.

The Government agrees to pay the Lessor a rental rate of \$18.16 RSF in which \$15.00 is amortized over the remaining firm term (59 months) at a 6% interest rate for tenant improvements, for the Expansion Space. Any amount above that will be reimbursed via a lump sum payment, upon completion, inspection and acceptance by the Government, and receipt of the Lessor's itemized invoice. Three (3) competitive bids for the Government's buildout will be provided to the Government. The Lessor will provide the Government with a 1/8-inch scale block layout, and CAD diskette of the space in order for the Government to prepare Design Intent Drawings.

- 2) The Government shall pay the Lessor annual rent for the remaining term (reference SLA #6), monthly, in arrears, for the Expansion Space only (37,554 RSF), as follows.

<u>TERM</u>	<u>RATE</u>	<u>ANNUAL RENT</u>
Approximately 06/13/2003 – 04/25/2008	\$18.16 PRSF	\$681,980.00 ⁶⁴
Approximately 04/26/2008 – 04/25/2013	\$18.16 PRSF	\$681,980.00 ⁶⁴

[CONTINUED ON PAGE 2 OF 3]

All other terms and conditions of the lease shall remain in force and effect.

LESSOR Hallwood Real Estate Investors Fund XV
by: Hallwood Commercial Real Estate, LLC as agent

BY [Signature]
(Signature)

IN PRESENCE OF [Signature]
(Witness)

[Signature] 2/12/03
(Title)

(Address)

UNITED STATES OF AMERICA

BY [Signature]
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

This rent is in addition to the rent payable for the premises excluding the Expansion Space. Total rent payable for the premises including the remaining term of the existing lease and the Expansion Space (201,624 RSF) hereunder is as follows:

<u>TERM</u>	<u>RATE</u>	<u>ANNUAL RENT</u>
Approximately 06/13/2003 – 04/25/2008	\$13.65 PRSF	\$2,752,418 ⁸⁸
Approximately 04/26/2008 – 04/25/2013	\$13.65 PRSF	\$2,752,418 ⁸⁸

- 4) In accordance with SFO Paragraph 3.3, Tax Adjustment, the percentage occupancy is established at 100% (approximately 201,624 total square footage occupied by the Government, divided by 201,624 total square footage Buildings 10, 11, 12 and 1).

BUILDING NO.	SLA NO.	RSF OCCUPIED
10-1 st Floor	SLA #3	15,642 – Entire Floor
10-2 nd Floor	SLA #3	17,186 – Entire Floor
11-1 st Floor	Original Lease	15,190 – Entire Floor
11-2 nd Floor	Original Lease and SLA #2	16,968 – Entire Floor
12-1 st Floor	Original Lease	18,216 – Entire Floor
12-2 nd Floor	Original Lease and SLA #2	20,217 – Entire Floor
12-3 rd Floor	Original Lease	20,217 – Entire Floor
12-4 th Floor	Original Lease	20,217 – Entire Floor
12-5 th Floor	Original Lease	20,217 – Entire Floor
1-1 st Floor	SLA #12	18,777 – Entire Floor
1-2 nd Floor	SLA #12	<u>18,777 – Entire Floor</u> 201,624 RSF

- 5) In accordance with SFO Paragraph 3.4 (Operating Costs), the escalation base for the Expansion Space is established as \$4.45 per RSF.
- 6) The Common Area Factor for the Expansion Space is established as 1.10%.
- 7) In accordance with SFO Paragraph 3.9 (Adjustment for Vacant Premises), the adjustment for the Expansion Space is established as \$.73 per RSF (rental reduction).
- 8) In accordance with SFO Paragraph 7.3, (Overtime Usage), the rate for overtime usage for the Expansion Space is established as \$35.00 per hour.
- 9) The Government () shall have the right to provide guard service and install card key access control equipment for the space.

[CONTINUED ON PAGE 3 OF 3]

ai
 GOVERNMENT

/
 LESSOR

The following clause is added to the lease contract for One Corporate Square as follows:

- 10) a) Lessor warrants that it holds a lessee's interest in the Subleased Property pursuant to that certain Office Lease Agreement (the "Prime Lease"), dated August 29, 2002, entered into by and between Hallwood 95, L.P. ("Master Lessor") and Lessor, as is necessary to Government's access to the Subleased Property 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 the clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust, leases and other liens now or hereafter existing or imposed upon the Subleased Property, 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. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Master Lessor and Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust, lease other security interest pertaining to the Subleased Property, and to any water, sewer or access easement necessary or desirable to serve the Subleased Property or adjoining property owned in whole or in part by Master Lessor or Lessor if such easement does not interfere with the full enjoyment of any right granted Government under this lease.
- b) No such subordination to either existing or future leases shall operate to affect adversely any right of Government under this lease so long as Government is not in default under this lease. Lessor will include in any future leases to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that Master Lessor has consented to the provisions of this clause, and agrees to provide true copies of all such consents in the Contracting Officer promptly upon demand.
- c) In the event of any termination of the Prime Lease, Government will be deemed to have attorned to Master Lessor with respect to the Subleased Property, and Master Lessor will be deemed to have assumed all obligations of the Lessor under this lease with respect to the Subleased Property, so as to establish direct privity of estate and contract between Government and Master Lessor with respect to the Subleased Property, with the same force, effect and relative priority in time and right as if this lease had initially been entered into between Government and Master Lessor with respect to the Subleased Property; provided, further, that the Contracting Officer and Master Lessor shall, with reasonable promptness following any such termination, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- d) None of the foregoing provisions may be deemed or construed to imply a waiver of Government's right as a sovereign.


GOVERNMENT


LESSOR