

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.

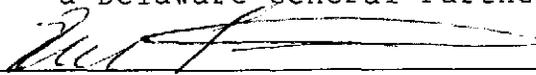
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 15, 1993, as follows:

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.

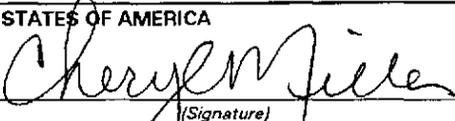
LESSOR Hallwood Real Estate Investors Fund XV,
a Delaware General Partnership

BY 
(Signature)

Richard D. Stilovich, as Agent for
Hallwood Management Company
(Title)

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. 3
GS-04B-31130

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 *[Signature]*

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>PL</i></u>	DATE	<u>3/12/93</u>
GOVERNMENT	<u><i>CH</i></u>	DATE	<u>3/19/93</u>

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 [Signature] DATE 3/20/93
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
GOVERNMENT Ch DATE 3/19/93

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* DATE 3/18/93
GOVERNMENT *On* 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.

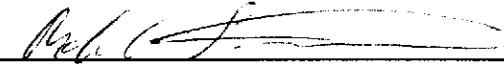
A. Additional Lighting Requirements for Conference/Training Rooms.

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]

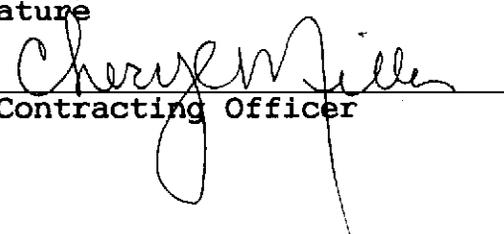
LESSOR


Signature

DATE

3/18/93

GOVERNMENT


Contracting Officer

DATE

3/19/93