

**EXHIBIT B**

## AMENDMENT NO. 1

This Amendment No. 1 (this "**Amendment**") is executed as of April 10, 2001, between NCX OFFICE DEVELOPMENT, L.P., a Delaware limited partnership ("**Landlord**"), and ALLEGIANCE TELECOM COMPANY WORLDWIDE, a Delaware corporation ("**Tenant**"), for the purpose of amending the Lease Agreement between Landlord and Tenant dated July 19, 2000 (the "**Original Lease**"). The Original Lease, as amended hereby, shall be referred to as the "Lease" or sometimes as the "Original Lease as amended hereby". Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Original Lease.

### RECITALS:

Tenant is currently leasing approximately 239,044 rentable square feet of space in Building 1 and Building 2 of The Pyramids at Park Lane (the "**Existing Premises**"), which buildings are respectively located at 9101 and 9201 North Central Expressway, Dallas, Texas 75231. Landlord and Tenant desire to exclude from the Existing Premises the space depicted on Exhibit A hereto containing 822 rentable square feet and located in Building 1 (the "**Surrendered Premises**"), to increase the Basic Rent under the Original Lease, to extend the term of the Original Lease and to address certain other matters, all on the terms and conditions set forth below.

### AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Surrendered Premises.** Effective as of 11:59 p.m., local time on October 14, 2000 (the "**Surrendered Premises Termination Date**"), the Lease shall terminate as to the Surrendered Premises only. Accordingly, from and after the day immediately following the Surrendered Premises Termination Date (a) the term "Premises" shall exclude the Surrendered Premises (and by reason of such exclusion, the Premises will then contain 238,222 rentable square feet [sometimes referred to herein as the "**Remaining Premises**"]), and (b) the percentage represented by Tenant's "Proportionate Share" for Building 1 and the Complex shall be revised and reduced to reflect the exclusion of the Surrendered Premises from the Premises as follows: From and after the day immediately following the Surrendered Premises Termination Date, (1) Tenant's Proportionate Share for Building 1 shall be decreased to 63.810%, which is the percentage obtained by dividing the number of rentable square feet in Building 1 of the Remaining Premises (92,796) by the total number of rentable square feet in Building 1 (145,426), and (2) Tenant's Proportionate Share for the Complex shall be decreased to 81.905%, which is the percentage obtained by dividing the number of rentable square feet in the Remaining Premises (238,222) by the total number of rentable square feet in the Complex (290,852). As provided in Section 3(b) of the Original Lease, Tenant shall continue to pay until May 1, 2001, (A) Operating Expenses and Electrical Costs for such portion of the Premises Tenant occupies prior to such date, and (B) \$4 per rentable square foot for such portion of the Premises Tenant does not occupy prior to such date; however, the calculation of such Operating Expenses, Electrical Costs and \$4 per rentable square foot shall be adjusted to reflect the elimination

of the Surrendered Premises from the Premises, with a pro rata adjustment being made in the calculation of such amounts for the period in which such adjustment becomes effective to reflect the varying size of the Premises during such period. Notwithstanding the generality of the foregoing, neither Landlord nor Tenant shall be released from any obligation to refund or pay, respectively, any overpayment or underpayment, respectively, of Operating Expenses or Electrical Costs paid by Tenant with respect to the Surrendered Premises. Landlord and Tenant stipulate that the number of rentable square feet in the Remaining Premises (238,222), Building 1 (145,426), Building 2 (145,426) and the Complex (290,852) is correct.

2. **Term.** The term of the Original Lease (the "**Term**") is hereby extended such that it expires at 5:00 p.m. local time on October 31, 2015 (rather than January 31, 2013). Tenant shall have no right to further extend the Term except as provided in Exhibit H of the Original Lease; accordingly Section 25(j) of the Original Lease is hereby deleted.

3. **Basic Rental.** The Basic Rental chart set out in the Lease Information attached to and included as a part of the Original Lease is deleted. Subject to the conditional abatement of Basic Rental set forth in Exhibit L of the Original Lease and the square footage adjustment with respect to the Delicatessen as provided in Section 6(e)(2) of the Original Lease, Basic Rental for the Premises shall be the amounts and for the time periods set forth in the following chart:

<b>Time Period</b>	<b>Annual Basic Rental Rate Per Rentable Square Foot</b>	<b>Monthly Basic Rental</b>
11/01/00 - 12/31/01	\$17.95	\$356,340.40
01/01/02 - 12/31/02	\$18.55	\$368,251.50
01/01/03 - 12/31/06	\$25.20	\$500,266.20
01/01/07 - 01/31/13	\$27.63	\$548,506.15
02/01/13 - 10/31/15	\$30.67	\$608,855.72

4. **Expansion Right.** Tenant acknowledges that the Expansion Area Rent Credit and the Expansion Area Rent Credit Rate described under Section 1(a)(2) of Exhibit J of the Original Lease shall be calculated based on an effective Basic Rental rate for the entire Term which reflects the extension of the Term set forth in Section 2 hereof and the increase in Basic Rental set forth in Section 3 hereof.

5. **Building 3 Lease.** Landlord and Tenant acknowledge that they may agree to terminate the Building 3 Lease in connection with Tenant's acquisition of the fee estate in and to Building 3, among other property. If Tenant should so acquire Building 3 and terminate the Building 3 Lease, then Tenant's right to name the Office Park under Section 25(b) of the Lease shall nonetheless continue to the same extent as though Tenant were leasing, and Tenant shall be deemed to be (for such limited purpose) leasing, 100% of the rentable square feet of Building 3. Nothing herein is intended to abrogate or otherwise amend or modify Tenant's right to name the Complex as provided for in the Original Lease.

6. **Commission Agreement and Indemnification**. Landlord and Partners National Real Estate Group, Inc. ("**Broker**") entered into that certain Commission Agreement dated as of June 28, 2000, as amended by letter agreement dated September 8, 2000 (the "**Commission Agreement**"), relating to the brokerage commission to be paid by Landlord to Broker in connection with the Original Lease in an amount equal to 4½% of the Base Rent (as such term is defined in the Commission Agreement), which amount is \$3,010,421.98 (the "**Commission**"). As a result of this Amendment, the Basic Rental has been increased (the "**Rental Increase**") and the initial Term has been extended, and the parties acknowledge that Broker may assert a claim for additional commissions in excess of the Commission (the "**Additional Commission**") as a result of the Rental Increase and the extension of the initial Term. Furthermore, a former associate of Broker, Thomas E. Mastrogiovanni has commenced litigation (the "**Litigation**") against Broker styled *Thomas E. Mastrogiovanni v. Partners National Real Estate Group, Inc.*, Cause No. 00-9800-E, County Court at Law No. 5 (the "**Court**"), Dallas County, Texas, relating to the payment of the Commission. Prior to the date hereof, Landlord has paid \$1,505,210.99 to Broker and has tendered to the Court, pursuant to a pending interpleader action, styled *Thomas E. Mastrogiovanni v. Partners National Real Estate Group, Inc. and Patrick Kane Dossett v. NCX Development, Third-Party Plaintiff in Interpleader*, Cause No. CC-009800-e in the County Court at Law No. 5, Dallas County, Texas (the "**Interpleader Action**") \$1,505,210.99 (the "**Commission Balance**"), the sum of such amounts representing all of the Commission payable to Broker in connection with the Original Lease. Landlord agrees to dispose of the Commission Balance in accordance with the resolution of the Interpleader Action.

As material consideration for the agreements of Landlord set forth herein, Tenant agrees to defend, indemnify and hold harmless Landlord, Landlord's Representatives and Landlord's Mortgagee from and against all claims, liens, causes of action, suits, judgments, damages, expenses (including attorneys' fees and court costs) and liabilities, whether currently existing or hereafter arising, arising from any claims or demands for payment which may be owed to Broker, or any party claiming by through or under Broker (including Thomas E. Mastrogiovanni), or claimed to be owed to any of such parties, for or in connection with the Additional Commission (collectively, the "**Indemnified Claim**").

Landlord, at Tenant's cost, shall (a) reasonably cooperate with Tenant in connection with Tenant's obligations and duties under this Section 6, and (b) promptly deliver to Tenant notices of claims and other materials received incident thereto or reasonably requested by Tenant, all of which shall be done in a manner which does not materially prejudice Tenant's ability to defend or otherwise perform its obligations under this Section 6.

Any amounts owing to Landlord, Landlord's Representatives or Landlord's Mortgagee for which Tenant is liable under this Section 6 shall be promptly paid by Tenant to Landlord, but in no event any later than the thirtieth day following Landlord's written demand to Tenant therefor (or such earlier date if so demanded by any third party requesting payment and to whom Landlord reasonably determines payment is owed [such earlier time period is referred to herein as the "**Indemnity Response Period**"]). If any claim is made (or threatened) or any proceeding is filed for which indemnity is required under this Section 6, Tenant agrees, upon request therefor, to promptly defend the indemnified party in such proceeding at its cost using counsel designated by the indemnified

party chosen from one of the following five approved law firms: Gibson, Dunn & Crutcher, LLP, Jones Day Reavis and Pogue, Locke Lidell Sapp LLP, Vinson & Elkins L.L.P., and Weil, Gotshal & Manges, L.L.P. Time is of the essence with respect to Tenant's performance of its obligations under this Section 6. Tenant's failure to timely perform any such obligation shall constitute a payment default under Section 16(a) of the Original Lease.

Tenant's obligations under this Section 6 shall survive the expiration or earlier termination of the Lease until the earlier of (1) delivery to Landlord of Broker's Release as contemplated in Section 7 hereof, or (2) the expiration of the Statute of Limitations. As used herein, the "**Statute of Limitations**" means the period during which the prosecution of the cause of action or other claim in question is not barred by applicable law, plus, if such claim is filed or initiated with the court or other forum prior to such bar, the period ending on the date such claim is finally adjudicated or otherwise resolved and all costs and expenses thereof and incidental thereto have been finally determined and allocated. If any indemnified party incurs any expenses or liabilities arising out of any action to determine whether the applicable Statute of Limitation has expired, all such costs and expenses shall be included in Tenant's indemnification obligations under this Section 6.

7. **Brokers Release and Letter of Credit.** Contemporaneously herewith Tenant has delivered to Landlord either (a) a fully executed release from Broker, in the form of Exhibit C attached hereto or in such other form acceptable to Landlord in its sole and absolute discretion, whereby Broker waives and releases any and all rights, claims, causes of action and other remedies which Broker may be entitled to assert against Landlord or Tenant or the Property for payment of the Additional Commission (the "**Broker's Release**") or (b) a Letter of Credit (defined hereinbelow).

Landlord acknowledges that a Letter of Credit meeting the requirements set forth herein may be delivered to Landlord in lieu of the Broker's Release or until the Broker's Release is delivered to Landlord. The parties acknowledge and agree that any letter of credit provided to Landlord pursuant hereto shall be an irrevocable standby letter of credit in the form of Exhibit B attached hereto in the face amount of \$325,000 (the "**Secured Sum**"), naming Landlord as beneficiary, issued by Bank of America, N.A. (the "**Bank**") (the "**Letter of Credit**"). The Letter of Credit (if so delivered to Landlord) shall remain in effect until the earlier of (1) delivery to Landlord of the Broker's Release, or (2) the expiration of the Statute of Limitations (the "**Expiration Date**"). If the Letter of Credit held by Landlord expires earlier than the Expiration Date (whether by reason of a stated expiration date or a notice of termination or non-renewal given by the issuing bank), Tenant shall deliver a new Letter of Credit or certificate of renewal or extension to Landlord not later than 30 days prior to expiration date of the Letter of Credit then held by Landlord. Any renewal or replacement Letter of Credit shall comply with all of the provisions of this Section 7, shall be irrevocable and shall remain in effect (or be automatically renewable) through the Expiration Date upon the same terms as the expiring Letter of Credit or such other terms as may be acceptable to Landlord in its sole discretion. If Tenant shall fail to indemnify Seller for any Indemnified Claim within the Indemnity Response Period, Landlord shall be entitled to draw down on the Letter of Credit a sum equal to the Indemnified Claim upon presentation to the Bank of the certification from Landlord set forth in the form of letter of credit attached hereto as Exhibit B.

Any sums drawn for an Indemnified Claim shall reduce Tenant's obligations with respect to such Indemnified Claim (so as to avoid any double recovery by Landlord with respect thereto), and contemporaneously with the payment of any Indemnified Claim, Landlord shall procure from the party entitled to such payment evidence of payment therefor (which may in the form of a canceled check, invoice, release, or other similar documentation).

Tenant shall be responsible for the payment of any transfer fees imposed by the issuer of the Letter of Credit, provided, however, that if such fees are paid by Landlord, Tenant shall reimburse Landlord for such transfer fees so paid within 30 days after Landlord's written request therefor. Landlord may, at any time and from time-to-time, assign or transfer any of its rights under this Section to a third-party, without Tenant's prior consent. Upon any such assignment, Tenant shall (A) to the extent of such assignment, perform its respective obligations under this Section 7 for the benefit of such assignee, and (B) execute, at Tenant's sole expense, such instruments, including modifications or amendments to the Letter of Credit or additional letters of credit, as Landlord or such assignee may reasonably request; however, Tenant shall not be required to maintain the Letter of Credit, together with any additional letters of credit, in an aggregate amount in excess of the Secured Sum as reduced by any paid or satisfied Indemnified Claim. Nothing contained in this Section 7 or otherwise shall be construed as limiting Tenant's indemnification obligation under Section 6 of this Amendment. Contemporaneously with the execution of this Amendment, Tenant is delivering to NCX Office Development II, L.P., an affiliate of Landlord ("**Landlord Affiliate**"), a second letter of credit (the "**Phase II Letter of Credit**") in the amount of \$2,300,000, pursuant to the terms of that certain Purchase and Sale Agreement between Landlord Affiliate, as seller, and Tenant, as purchaser (the "**Sale Contract**"). The Letter of Credit and the Phase II Letter of Credit shall secure the obligations of Tenant under the terms of this Amendment. Accordingly, if Landlord exhausts its remedies under the Letter of Credit, then (to the extent the Phase II Letter of Credit then remains outstanding pursuant to the terms thereof) Landlord may draw down on the Phase II Letter of Credit using the same procedure as described with respect to the Letter of Credit. Nothing contained in this Section 7 shall preclude Tenant from canceling either the Letter of Credit or the Phase II Letter of Credit upon the Expiration Date therefor, as defined herein and in the Sale Contract, respectively.

Tenant's obligation under this Section shall survive the expiration or earlier termination of the Lease; however Tenant's obligation to maintain the Letter of Credit as contemplated hereby shall terminate on the Expiration Date.

8. **Right of First Refusal.** Landlord hereby grants to Tenant a right of first refusal to purchase Landlord's right, title and interest in and to Building 1 and Building 2 (together, the "**ROFR Property**"), on the terms and conditions set forth in this Section 8.

If Landlord, at any time prior to 5:00 p.m. Dallas, Texas time on June 30, 2001 (the "**ROFR Deadline**"), receives an Offer (as defined below) which Landlord desires to accept, then Landlord shall deliver to Tenant written notice of Landlord's desire to accept said Offer under the terms and conditions as provided for in the Sale Contract, together with a copy of the Sale Contract (as defined below) (said written notice and a copy of the Sale Contract being defined for purposes hereof as the "**Transfer Notice**") within ten business days following delivery of the Offer to Landlord (the "**Delivery Period**"). Within five business days following the expiration of the Delivery Period (the

**"Acceptance Period"**), Tenant, at its option by written notice to Landlord, may elect to purchase the ROFR Property (or such portion thereof covered by the Offer) on the same terms and conditions contained in the Offer and the Sale Contract (the **"Acceptance Notice"**). If Landlord does not receive the Acceptance Notice before the expiration of the Acceptance Period, then the Offer shall be deemed to be rejected by Tenant (the **"Rejected Offer"**) and Landlord shall have the right to sell the ROFR Property (or such portion thereof covered by the Offer) to the Third Party on the same terms and conditions set forth in the Offer and Sale Contract, free and clear of the rights of Tenant set forth in this Section 8.

If an Offer shall be rejected by Tenant, or shall be deemed to be rejected, and if Landlord shall thereafter move to closing and consummation of the sale of the ROFR Property pursuant to the terms of the Rejected Offer, nothing herein shall require Landlord to re-present a Rejected Offer to Tenant despite any material changes thereto occurring during the course of the closing process unless, prior to closing, the purchase price (taking into consideration any additional expenses that Seller may agree to pay or new or additional improvements, if any, Seller may agree to make to the ROFR Property) shall be reduced to an amount of less than 90% of the purchase price set forth in the Rejected Offer.

As used herein, an **"Offer"** shall mean a bona fide, written offer from a third-party unrelated to and unaffiliated with Landlord (including, without limitation, an Affiliate) (a **"Third-Party"**) to purchase from Landlord all or part, as the case may be, of Landlord's right, title and interest in and to the ROFR Property, on the terms and conditions as agreed to by the parties in an agreement for purchase and sale (the **"Sale Contract"**).

Notwithstanding anything herein to the contrary, Landlord's obligation to provide a Transfer Notice to Tenant as contemplated by this Section shall not be triggered by (a) any conveyance, transfer or assignment of the ROFR Property, or any part thereof, to any Affiliate of Landlord, (b) the granting of any liens or security interest pursuant to a deed of trust, mortgage or other encumbrance of the ROFR Property to secure the repayment of any loans or credit provided or extended to Landlord, or (c) any sale of the ROFR Property upon foreclosure under a deed of trust or mortgage (or conveyance in lieu thereof); provided however, that any transfer of Landlord's interest in any of the ROFR Property pursuant to (a) above shall be subject to Tenant's rights under this Section.

Tenant's rights under this Section shall automatically terminate upon the first to occur of (1) the ROFR Deadline, (2) the occurrence of an Event of Default under the Lease, (3) at 5:00 p.m. Dallas, Texas time on the tenth business day following the delivery of the Acceptance Notice to Landlord, if prior to that time, Tenant fails to enter into a purchase and sale agreement containing the same material terms as the Offer set forth in the applicable Transfer Notice and substantively in the same form as the Sale Contract which is the subject thereto (the **"ROFR Contract"**), or (4) the date on which Tenant wrongfully terminates its obligations under the ROFR Contract or otherwise defaults under the terms and provisions of the ROFR Contract; notwithstanding the immediately preceding clause, the exercise by Tenant of any right of termination as provided for and as agreed to by the parties in the ROFR Contract shall not cause Tenant's right under this Section to terminate.

Time shall be of the essence with respect to the exercise and performance of Landlord's and Tenant's rights and obligations hereunder. Upon the termination of Tenant's rights under this Section and within ten business days following Landlord's written request therefor, Tenant shall execute such instruments or other documents as reasonably necessary to evidence the expiration or termination of this Section.

9. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent (other than Broker) in connection with the negotiation or execution of this Amendment. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent (other than Broker) claiming the same by, through, or under the indemnifying party.

10. **Ratification.** Tenant and Landlord hereby each ratifies and confirms to the other its respective obligations under the Lease and each party hereby represents and warrants to the other that it has no defenses to such respective parties' obligations thereunder. Additionally, Landlord and Tenant further confirm and ratify to the other that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) neither party has any claims, counterclaims, set-offs or defenses against the other party arising out of the Lease or in any way relating thereto or arising out of any prior transaction between Landlord and Tenant, and (c) no allowance for tenant finish-work are provided to Tenant under the Lease.

11. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Texas.

12. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



Executed as of the date first written above.

**LANDLORD:**

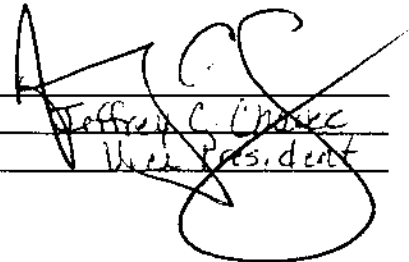
**NCX OFFICE DEVELOPMENT, L.P.**, a Delaware limited partnership

By: NCX Office Development GP, L.L.C., a Delaware limited liability company, its General Partner

By: CFH/WB Management, LLC, a Delaware limited liability company, its Administrator


By: Crow Family, Inc., a Texas corporation, its sole Manager

By: \_\_\_\_\_  
Name: Jeffrey C. Chase  
Title: Vice President



TENANT:

ALLEGIANCE TELECOM COMPANY WORLDWIDE,  
a Delaware corporation

By:   
Name: MARK TRESNOWSKI  
Title: SIC, VP AND GENERAL COUNSEL

**CONSENT OF GUARANTOR**

By executing this Amendment No. 1 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation, the undersigned Guarantor (i) consents to the provisions contained herein, (ii) ratifies and confirms the Guaranty executed by Guarantor for the benefit of Landlord, (iii) acknowledges that Tenant's obligations under this Amendment shall be included as a part of the obligations guaranteed by Guarantor under such Guaranty; and (iv) acknowledges that Guarantor has no defenses, counterclaims, or rights of set-off related to Guaranty and waives all claims, defenses and rights of set-off thereto that Guarantor may have against Landlord as of the date hereof (if any), whether known or unknown and whether arising under tort, contract, at law or in equity.

Executed as of April 10, 2001.

**ALLEGIANCE TELECOM, INC.**, a Delaware corporation

By: 

Name: MARK TRESNOWSKI


Title: SR. VP AND GENERAL COUNSEL

**CONSENT OF LANDLORD'S MORTGAGEE**

By its execution below, Guaranty Bank, a federal savings bank, consents to the terms and provisions of this Amendment No. 1 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation.

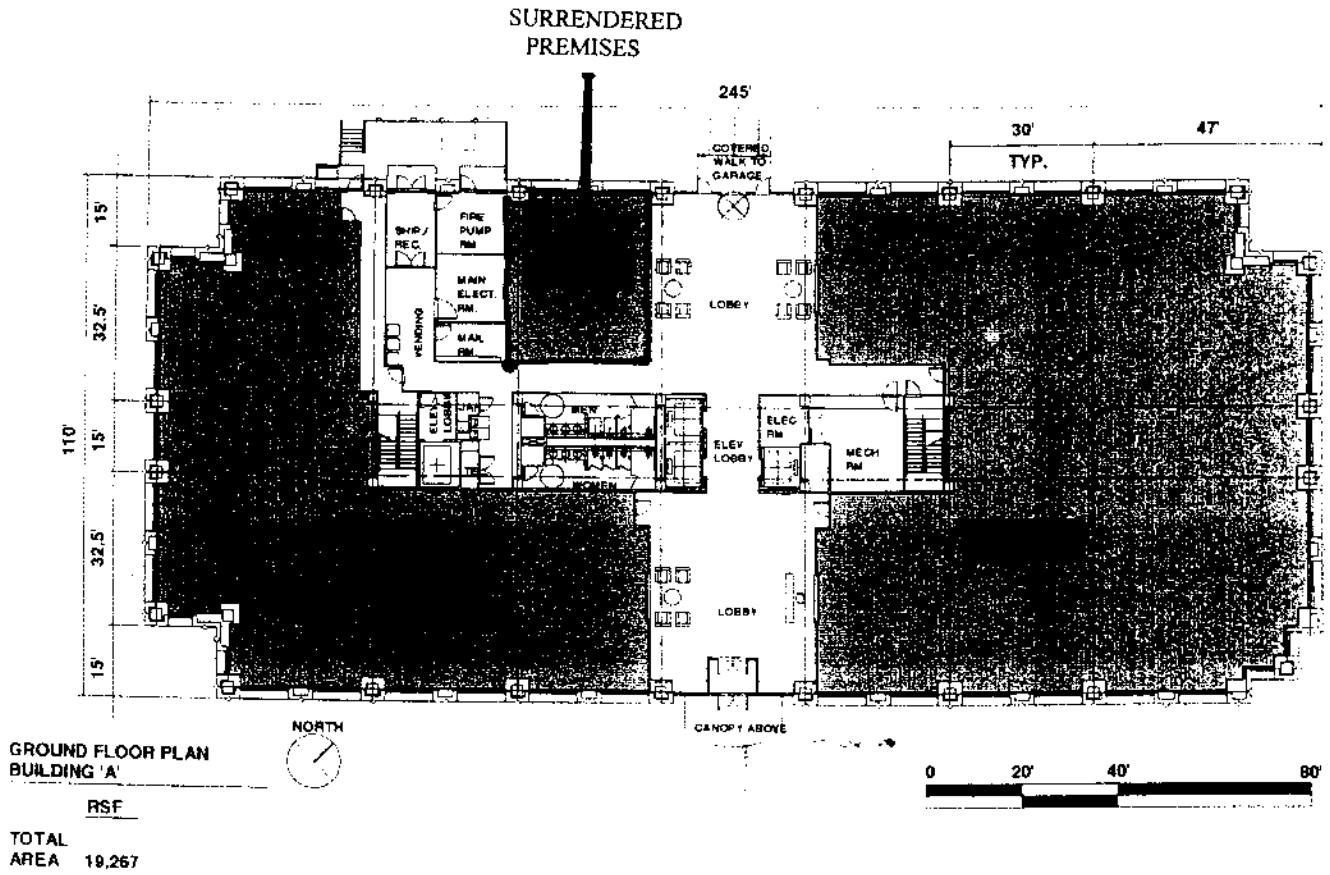
Executed as of April 10, 2001.

**GUARANTY BANK**, a federal savings bank

By:   
Name: Craig Dennis  
Title: VP

**EXHIBIT A**

**DEPICTION OF SURRENDERED PREMISES**



**EXHIBIT B**

[BANK LETTERHEAD]

\_\_\_\_\_, 2001

**IRREVOCABLE, STANDBY LETTER OF CREDIT NO. \_\_\_\_\_**

NCX Office Development, L.P.  
NCX Office Development II, L.P.  
c/o Crow Holdings  
2100 McKinney Avenue, Suite 700  
Dallas, Texas 75201

Gentlemen:

Bank of America, N.A., a national banking association ("**Bank**"), of \_\_\_\_\_, \_\_\_\_\_ hereby issues its Irrevocable, Standby Letter of Credit in favor of NCX Office Development, L.P., a Delaware limited partnership, and NCX Office Development II, L.P., a Delaware limited partnership (each, an "**Indemnitee**" and together, the "**Indemnitees**"), and/or their successors and assigns, as co-beneficiaries, for the account of Allegiance Telecom Company Worldwide, a Delaware corporation ("**Indemnitor**"), up to the aggregate amount of \$325,000, available at sight by the drafts of either Indemnitee on the Bank. Drafts drawn on this Letter of Credit will be honored when presented, accompanied only by a certificate executed by a representative of an Indemnitee stating the following:

The undersigned hereby certifies to Bank of America that the amount of our drawing US \$ \_\_\_\_\_, under Bank of America Letter of Credit No. \_\_\_\_\_ dated April \_\_\_\_\_, 2001 (the "**Letter of Credit**"), represents funds due and payable under the terms and provision of that certain Lease Agreement dated July 19, 2000, between NCX Office Development, L.P., a Delaware limited partnership ("**Landlord**"), and Allegiance Telecom Company Worldwide, a Delaware corporation ("**Tenant**"), as amended by Amendment No. 1 dated April \_\_\_\_, 2001, and as such Lease Agreement may be further amended or supplemented from time to time (as such Lease Agreement has been amended to date, the "**Lease**"). Accordingly, the undersigned is entitled to draw such funds under the Letter of Credit.

Partial draws shall be permitted hereunder. This Letter of Credit may be transferred without cost to either Indemnitee.

Bank shall be entitled (and required) to rely upon the statements contained in the above-described certificate and will have no obligation to verify the truth of any statements set forth therein.

Bank hereby agrees with drawers, endorsers, and bona fide holders of this Letter of Credit that all drafts drawn by reason of this Letter of Credit and in accordance with the above conditions, will meet with due honor when presented at the office of the Bank in \_\_\_\_\_, \_\_\_\_\_.

The obligations of Bank shall not be subject to any claim or defense by reason of the invalidity, illegality, or inability to enforce any of the agreements set forth in the Lease.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision) fixed by the International Chamber of Commerce (publication 500) when not in conflict with the express terms of this Letter of Credit or with the provisions of Article 5 of the Texas Business and Commerce Code, as amended.

This Letter of Credit shall terminate at 3:00 p.m. Central Daylight Savings Time on July 31, 2005.

Amounts drawn upon this Letter of Credit are to be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES THAT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**FORM OF PARTNERS' RELEASE BY BROKER**

For valuable consideration, the receipt and sufficiency is hereby acknowledged, the undersigned hereby releases, acquits, and forever discharges NCX Office Development, L.P., a Delaware limited partnership ("**Landlord**"), and Allegiance Telecom Company Worldwide, a Delaware corporation ("**Tenant**"), and their respective partners, lenders, agents, employees, officers, directors, subsidiaries, affiliates, successors and assigns (collectively, the "**Released Parties**") from any and all claims, liabilities, demands, or obligations for, or arising out of an agreement related to, any commission, finder's fee, incentive fee or any other similar amount which the undersigned, its agents, employees, officers, directors, subsidiaries, successors and assigns, now has or may ever have had or may have in the future against the Released Parties, whether known or unknown, contingent or otherwise, involving, arising out of, or in any way related to the (1) Lease Agreement dated July 19, 2000, between Landlord and Tenant, as amended by Amendment No. 1 dated April 10, 2001, (2) the Commission Agreement dated as of June 28, 2000, as amended by letter agreement dated September 8, 2000, between Landlord and the undersigned, or (3) in any way relating to the real property described on Exhibit A hereto. This release includes, but is not limited to, any claims the undersigned has or may have against any of the Released Parties which have been, could have been, or could in the future be brought in the lawsuit styled Thomas E. Mastrogiovanni v. Partners National Real Estate Group, Inc., Cause No. 00-9800-E, County Court at Law No. 5, Dallas County, Texas or the lawsuit styled Thomas E. Mastrogiovanni v. Partners National Real Estate Group, Inc. and Patrick Kane Dossett v. NCX Development, Third-Party Plaintiff in Interpleader; Cause No. CC-009800-e in the County Court at Law No. 5, Dallas County, Texas.

Dated as of \_\_\_\_\_, 200\_\_.

**PARTNERS NATIONAL REAL ESTATE GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas



## **AMENDMENT NO. 2**

This Amendment No. 2 (this "**Amendment**") is executed as of February 13, 2002, between NCX OFFICE DEVELOPMENT, L.P., a Delaware limited partnership ("**Landlord**"), and ALLEGIANCE TELECOM COMPANY WORLDWIDE, a Delaware corporation ("**Tenant**"), for the purpose of amending the Lease Agreement between Landlord and Tenant dated July 19, 2000 (as amended by Amendment No. 1 dated April 10, 2001, the "**Lease**"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

### **RECITALS:**

Pursuant to the Lease, Tenant is currently leasing approximately 238,222 rentable square feet of space in Building 1 and Building 2 of The Pyramids at Park Lane (the "**Existing Premises**"), which buildings are respectively located at 9101 and 9201 North Central Expressway, Dallas, Texas 75231. Tenant desires to surrender the portion of the Existing Premises depicted on Exhibit A hereto, containing 491 rentable square feet of space and located in Building 1 (the "**Surrendered Premises**").

### **AGREEMENTS:**

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Surrendered Premises**. Effective as of 11:59 p.m., local time on January 22, 2002 (the "**Surrendered Premises Termination Date**"), the Lease shall terminate as to the Surrendered Premises only. Accordingly, from and after the day immediately following the Surrendered Premises Termination Date (the "**Effective Date**"), (a) the term "Premises" shall exclude the Surrendered Premises (and by reason of such exclusion, the Premises will then contain 237,731 rentable square feet [sometimes referred to herein as the "**Remaining Premises**"]), and (b) the percentage represented by "Tenant's Proportionate Share" for Building 1 and the Complex shall be revised and reduced to reflect the elimination of the Surrendered Premises from the Premises; however, an appropriate pro rata adjustment shall be made in the calculation of Tenant's Proportionate Share of Excess and Electrical Costs for the calendar year in which the revised percentage becomes effective to reflect the varying size of the Premises during the period for which such calculations are made. Notwithstanding the generality of the foregoing, neither Landlord nor Tenant shall be released from any obligation to refund or pay, respectively, any overpayment or underpayment, respectively, of Excess or Electrical Expenses paid by Tenant with respect to the Surrendered Premises. From and after the Effective Date, (1) Tenant's Proportionate Share for Building 1 shall be decreased to 63.472%, which is the percentage obtained by dividing the number of rentable square feet in Building 1 of the Remaining Premises (92,305) by the total number of rentable square feet in Building 1 (145,426), and (2) Tenant's Proportionate Share for the Complex shall be decreased to 81.736%, which is the percentage obtained by dividing the number of rentable square feet in the Remaining Premises (237,731) by the total number of rentable square feet in the Complex (290,852). Landlord and

Tenant stipulate that the number of rentable square feet in the Remaining Premises, Building 1, Building 2 and the Complex are correct.

2. **Basic Rental.** From and after the Effective Date, Basic Rental for the Premises shall be in the amounts and for the respective time periods set forth in the following chart:

<b>Time Period</b>	<b>Annual Basic Rental Rate Per Rentable Square Foot</b>	<b>Monthly Basic Rental</b>
Effective Date - 12/31/01	\$17.95	\$355,605.95
01/01/02 - 12/31/02	\$18.55	\$367,492.50
01/01/03 - 12/31/06	\$25.20	\$499,235.10
01/01/07 - 01/31/13	\$27.63	\$547,375.63
02/01/13 - 10/31/15	\$30.67	\$607,600.81

Prior to the Effective Date, Basic Rental shall be in the amounts and payable as set forth in the Lease.

3. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

4. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) all tenant finish-work allowances provided to Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

5. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Executed as of the date first written above.

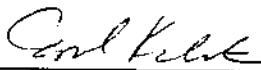
**LANDLORD:**

**NCX OFFICE DEVELOPMENT, L.P.**, a Delaware limited partnership

By: NCX Office Development GP, L.L.C., a Delaware limited liability company, its General Partner

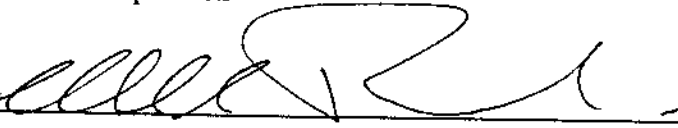
By: CFH/WB Management, LLC, a Delaware limited liability company, its Administrator

By: Crow Family, Inc., a Texas corporation, its sole Manager

By:   
Name: Carol Kretzer  
Title: Vice President

**TENANT:**

**ALLEGIANCE TELECOM COMPANY WORLDWIDE**,  
a Delaware corporation


By:   
Name: Mark B. Tresnowski  
Title: Senior Vice President, General Counsel and Secretary

**CONSENT OF GUARANTOR**

By executing this Amendment No. 2 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation, the undersigned Guarantor (i) consents to the provisions contained herein, (ii) ratifies and confirms the Guaranty executed by Guarantor for the benefit of Landlord, (iii) acknowledges that Tenant's obligations under this Amendment shall be included as a part of the obligations guaranteed by Guarantor under such Guaranty, and (iv) acknowledges that Guarantor has no defenses, counterclaims, or rights of set-off related to the Guaranty and waives all claims, defenses and rights of set-off thereto that Guarantor may have against Landlord as of the date hereof (if any), whether known or unknown and whether arising under tort, contract, at law or in equity.

Executed as of February 13, 2002.

**ALLEGIANCE TELECOM, INC.**, a Delaware corporation

By:   
Name: Mark B. Tresnowski \_\_\_\_\_  
Title: Senior Vice President, General Counsel and Secretary \_\_\_\_\_

**CONSENT OF LANDLORD'S MORTGAGEE**

By its execution below, Guaranty Bank, a federal savings bank, consents to the terms and provisions of this Amendment No. 2 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation.

Executed as of February 13, 2002.

**GUARANTY BANK**, a federal savings bank


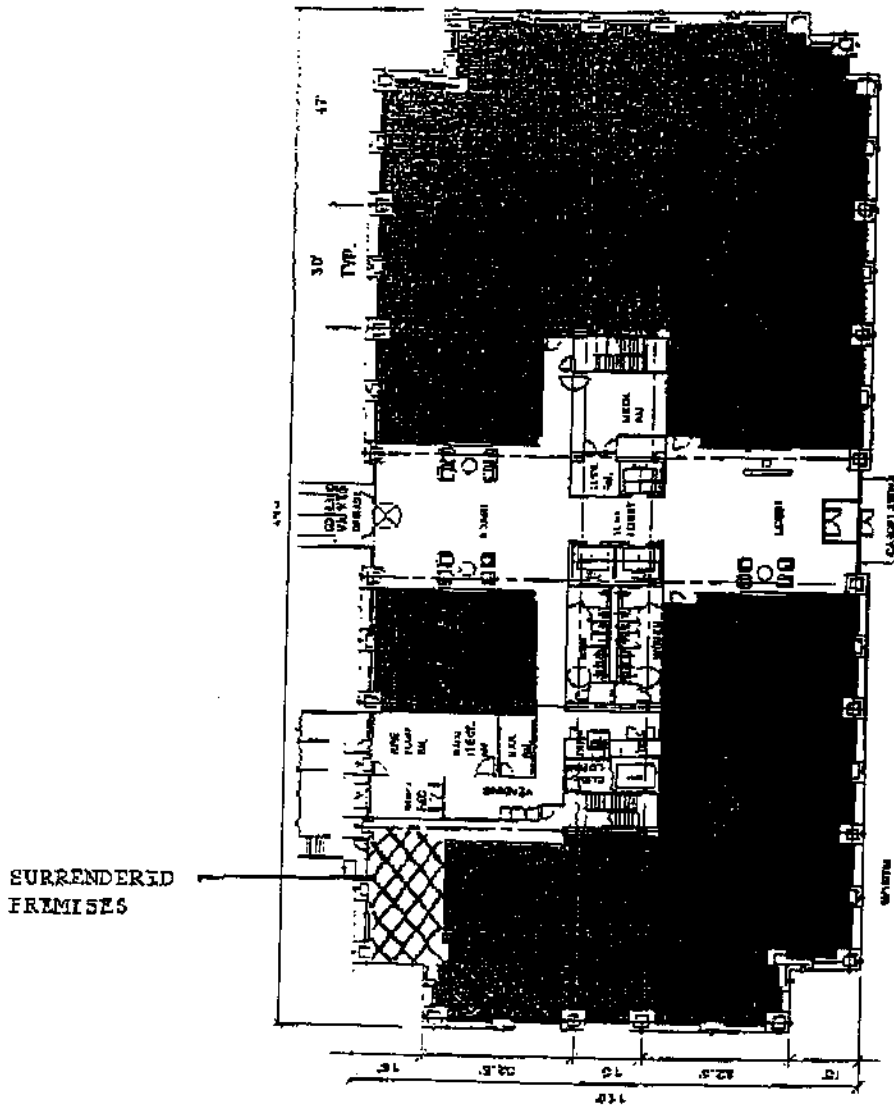
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

DEPICTION OF SURRENDERED PREMISES



**AMENDMENT NO. 3**

This Amendment No. 3 (this "**Amendment**") is executed as of February 13, 2002, between NCX OFFICE DEVELOPMENT, L.P., a Delaware limited partnership ("**Landlord**"), and ALLEGIANCE TELECOM COMPANY WORLDWIDE, a Delaware corporation ("**Tenant**"), for the purpose of amending the Lease Agreement between Landlord and Tenant dated July 19, 2000 (the "**Original Lease**"), as amended by Amendment No. 1 dated April 10, 2001 and Amendment No. 2 of even date herewith (as amended, the "**Lease**"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

**RECITALS:**

Pursuant to the Lease, Tenant is currently leasing approximately 237,731 rentable square feet of space in Building 1 and Building 2 of The Pyramids at Park Lane (the "**Existing Premises**"), which buildings are respectively located at 9101 and 9201 North Central Expressway, Dallas, Texas 75231. Tenant desires to lease the space in Building 1 depicted on Exhibit A hereto, containing approximately 51,254 rentable square feet of space and commonly known as Suites 500 and 600 (the "**Expansion Premises**").

**AGREEMENTS:**

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Expansion Premises; Tenant's Proportionate Share; Acceptance.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Expansion Premises on the terms and conditions of the Lease, as modified hereby; accordingly, from and after the Expansion Effective Date (defined below), the term "Premises" shall refer collectively to the Existing Premises and the Expansion Premises, and (a) Tenant's Proportionate Share for Building 1 shall be increased to 98.441%, which is the percentage obtained by dividing the number of rentable square feet in Building 1 of the Premises (143,559) by the number of rentable square feet in Building 1 (145,832), and (b) Tenant's Proportionate Share for the Complex shall be increased to 99.220%, which is the percentage obtained by dividing the number of rentable square feet in the Premises (288,985) by the number of rentable square feet in the Complex (291,258). Landlord and Tenant acknowledge that the number of total rentable square in Building 1 and the Complex indicated above has been slightly increased to reflect the actual total number of rentable square feet in Building 1, however, except as such adjustment decreases Tenant's Proportionate Share as of the Expansion Effective Date (but not prior thereto), the obligations and rights of Tenant and Landlord are not affected in any way. Tenant accepts the Expansion Premises in their "AS-IS" condition and Landlord shall not be required to perform any demolition work or tenant finish-work therein or to provide any allowances therefor. Landlord and Tenant stipulate that the number of rentable square feet in the Existing Premises, the Expansion Premises, the Complex, Building 1 and Building 2 are correct.

2. **Term.** The Term for the Expansion Premises shall begin on the Expansion Effective Date and shall expire co-terminously with the expiration date with respect to the Existing Premises (which expiration date is deemed by Landlord and Tenant to be at 5:00 p.m., Dallas, Texas time on October 31, 2015, subject to Tenant's option under the Lease to extend the Term), unless sooner terminated as provided in the Lease. As used herein, the "**Expansion Effective Date**" shall mean the earlier of (a) the date on which Tenant occupies any portion of the Expansion Premises and begins conducting business therein, or (b) July 1, 2002; provided, if Landlord is unable to deliver possession of the entire Expansion Premises to Tenant by the date stated in the preceding clause (b), then (1) Landlord

shall not be in default hereunder or be liable for damages therefor, and (2) Tenant shall accept possession of any such portion not available as of July 1, 2002 on the date when Landlord tenders possession thereof to Tenant, which date (as to each such portion only) shall be the Expansion Effective Date (but solely for purposes of Sections 3 and 4 hereof and Exhibit C hereof). For purposes of the foregoing sentence, Tenant shall have no obligation to accept any portion of the Expansion Premises tendered by Landlord, unless such portion consists of at least one full floor of rentable area. Tenant shall not be deemed to occupy the Expansion Premises to the extent any occupancy thereof occurs after March 1, 2002, and (A) relates only to the installation of the Expansion Premises Improvements (defined below) as provided in Section 7 hereof; or (B) includes not more than ten persons located in the Expansion Premises at any time (excluding any persons performing the Expansion Premises Improvements) and who are conducting meetings or using the Expansion Premises in a manner other than in the ordinary course of Tenant's business (for example, no such person may be located in the Expansion Premises on a routine basis and no utilities or other services of the Building shall be used by any such person or Tenant in or for the Expansion Premises, except to a *de minimus* extent). If Tenant occupies the Expansion Premises in any manner other than described in clauses (A) and (B) of the foregoing sentence, then the Expansion Effective Date shall immediately occur unless Tenant, in the first instance only and within one business day following Landlord's written notice thereof, ceases to occupy the Expansion Premises in such manner; provided the Expansion Effective Date shall immediately occur upon any subsequent occupancy by Tenant of the Expansion Premises in any manner other than described in such clauses (A) and (B). Prior to occupying any portion of the Expansion Premises for any purpose other than set forth in the foregoing clauses (A) or (B) of this Section 2, Tenant shall execute and deliver to Landlord a letter substantially in the form of Exhibit B hereto confirming (i) the Expansion Effective Date, (ii) that Tenant has accepted the Expansion Premises (or such portion thereof), and (iii) that Landlord has performed all of its obligations, if any, with respect to the Expansion Premises (or such portion thereof); however, the failure of the parties to execute such letter shall not defer the Expansion Effective Date or otherwise invalidate the Lease or this Amendment.

3. **Expansion Premises Basic Rental.** Subject to the conditional abatement of Basic Rental set out on Exhibit C attached hereto, from and after the Expansion Effective Date, Basic Rental for the Expansion Premises shall be in the amounts and for the respective time periods set forth in the following chart:

Time Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
Expansion Effective Date - 12/31/02	\$18.55	\$ 79,230.14
01/01/03 - 12/31/06	\$22.95	\$98,023.28
01/01/07 - 01/31/13	\$25.38	\$108,402.20
02/01/13 - 10/31/15	\$28.42	\$121,386.56

Basic Rental for the Existing Premises shall be in the amounts and payable as set forth in the Lease.

4. **Excess Electrical Costs.** From and after the Expansion Effective Date, Tenant shall pay its Proportionate Share of Excess and Electrical Costs with respect to the Expansion Premises in the manner provided in the Lease; however, during the Abatement Period (as defined in Exhibit C hereto), Tenant shall pay all Operating Expenses and Electrical Costs attributable to the Expansion Premises as provided in Exhibit C. Except as otherwise provided in Exhibit C, the Expense Stop under the Lease (\$6.75 per rentable square foot) shall continue to apply to the Premises (as expanded pursuant hereto).



5. **Parking.** Beginning on the Expansion Effective Date, Tenant shall have those parking rights set forth on Exhibit D of this Amendment and no further parking rights. Accordingly, Exhibit G to the Lease is deleted as of the Expansion Effective Date.

6. **Expansion Premises Improvements.** Tenant may install improvements in the Expansion Premises (the "Expansion Premises Improvements") in accordance with the provision of Exhibit D of the Original Lease (the "Original Lease Workletter"). Accordingly, the provisions of the Original Lease Workletter shall be applied with the necessary changes in the points of detail with respect to the Expansion Premises Improvements; and, in order to give effect thereto, (a) the references in the Original Lease Workletter to the term "Work" shall be deemed to be references to the term "Expansion Premises Improvements", (b) there shall be no "Space Plans Delivery Deadline" (provided Landlord shall have all review and approval rights with respect to space plans), and (c) Section 15 of the Original Lease Workletter (except as provided below) shall not apply to the Expansion Premises Improvements. A generator (the "Expansion Premises Generator") and supplemental HVAC and supplemental fire suppression systems serving the Expansion Premises (such generator and systems, the "Expansion Premises Equipment") were installed for the benefit of the prior tenant of the Expansion Premises. To the extent Landlord has such rights as of the Expansion Effective Date, Tenant may use the Expansion Premises Equipment, in their "AS-IS" condition, during the Term of the Lease in accordance with Section 15 of the Original Work Letter; and, for purposes of Section 15 of the Original Lease Workletter, the Expansion Premises Generator shall be considered a "Generator", such supplemental HVAC system shall be considered among "Tenant's HVAC Equipment", such supplemental fire suppression system shall be considered among the equipment described in Section 15(c) of the Original Lease Workletter, and all the Expansion Premises Equipment shall be considered among "Tenant's Equipment", notwithstanding that Tenant is not the owner thereof. Landlord shall use commercially reasonable efforts to acquire ownership of the Expansion Premises Equipment on or before July 1, 2002. Notwithstanding anything herein or the Lease to the contrary, the Expansion Premises Generator, at Landlord's election, shall (1) remain the property of Landlord upon the expiration or termination of the Lease, or (2) be removed by Tenant in accordance with the provisions of Section 15 of the Original Work Letter. Except as provided in the immediately foregoing sentence, Tenant shall have no obligation to remove any alterations or improvements to the Expansion Premises existing as of the date the current tenant surrenders possession thereof.

7. **Early Entry.** Beginning March 1, 2002, Tenant, its contractors and their employees and agents, may enter the Expansion Premises for the purpose of installing Expansion Premises Improvements in accordance with Section 6 hereof. Such early entry into the Premises shall be at Tenant's risk and expense and Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of the Expansion Premises Improvements or Tenant's personal property prior to or after the Expansion Effective Date, the same being solely at Tenant's risk (except to the extent caused by the gross negligence or willful misconduct of Landlord). Any such entry shall be on the terms of the Lease, but no rent shall accrue in respect of Basic Rental or Excess during the period that Tenant so enters the Premises before the Expansion Effective Date. If any portion of the Expansion Premises is unavailable for such entry as of May 1, 2002, then (a) Landlord shall not be in default hereunder or be liable for damages therefor, (b) Tenant may enter such portion of the Expansion Premises when such entry is made available to Tenant, and (c) the Abatement Period as to such portion of the Expansion Premises only (calculated on a per rentable square foot basis) shall be extended by one day for each date after May 1, 2002, that such portion of the Expansion Premises is not available for such entry by Tenant; however, such extension of the Abatement Period shall apply only to the extent the unavailability of such portion of the Expansion Premises materially delays Tenant's substantial completion of the Expansion Premises Improvements therein. For purposes of the foregoing sentence, Landlord shall not be deemed to have made available any portion of the Expansion Premises for such early entry unless such portion consists of least one full floor of rentable area or Tenant actually uses any smaller area of such portion for

the construction of Expansion Premises Improvements. Landlord shall have no obligation to provide any services to the Expansion Premises during the early entry by Tenant contemplated in this Section 7 other than electrical power, HVAC and water services (at Tenant's cost [with HVAC services being \$15 per hour per floor but otherwise at no mark-up by Landlord for such services] and at such locations as exist upon the surrender of the Expansion Premises by the current tenant thereof), and the unavailability of electrical power, HVAC or water services shall not render Landlord in default of the Lease or this Amendment or otherwise liable for damages or any other amounts. However, if Tenant is prevented from constructing the Expansion Premises Improvements, in any material manner, for more than 10 consecutive business days because of the unavailability of electrical or water services after May 1, 2002, and such unavailability was not caused by a Tenant Party, Tenant shall, as its exclusive remedy therefor, be entitled to an extension of the Abatement Period, as to such portion of the Expansion Premises in which Tenant is prevented from constructing such improvements, by one day for each day such unavailability is occurring.

8. **Additional Premises.** Nextlink Communications, Inc. ("Nextlink") is currently leasing approximately 160 rentable square feet of space in Building 1 (the "Nextlink Premises"), pursuant to Lease Agreement between Landlord and Nextlink dated November [no day specified], 1999 (the "Nextlink Lease"), and Stream Realty Partners, L.P. ("Stream") is currently leasing approximately 822 rentable square feet of space in Building 1 (the "Stream Premises"), pursuant to Lease Agreement between Landlord and Stream dated as of August 27, 1999 (as amended, the "Stream Lease"), which, together with the Delicatessen Premises comprise all of the rentable square feet in Building 1 not leased to Tenant. So long as the Lease is in effect and upon the expiration or earlier termination of each of the Nextlink Lease and the Stream Lease (and the surrender thereof by the tenant thereunder) (a) the Nextlink Premises and the Stream Premises (each an "Additional Premises"), respectively, shall automatically be leased to Tenant pursuant to the Lease, in their "AS-IS" condition (and the size of the Premises shall be expanded accordingly) without any finish-out or other allowances, rent abatements or obligation by Landlord to pay a commission to Tenant's broker (provided Tenant shall have no obligation to lease the Stream Premises so long as such space is being used as Landlord's or its management company's on-site management office), (b) Basic Rental for the Additional Premises shall be an amount equal to the then-current Basic Rental rate per rentable square foot in the Premises multiplied by the number of rentable square feet in the Additional Premises (and the Basic Rental for the expanded Premises shall be increased accordingly), which Basic Rental shall increase in such amounts and at such times as does Basic Rental applicable to the remainder of the Premises, (c) Tenant's Proportionate Share in Building 1 shall be the percentage obtained by dividing the number of rentable square feet in the portion of the Premises located in Building 1 (as expanded) by the 145,832 total rentable square feet in Building 1, and (d) Tenant shall execute such amendment to the Lease as Landlord shall reasonably request, further memorializing the foregoing terms of the lease of the Additional Premises to Tenant; provided the failure to execute such amendment shall in no way affect the automatic leasing of the Additional Space to Tenant as provided in this Section 8. So long as Tenant is not obligated to lease the Additional Premises in question at the time set forth above and for purposes of determining under the Lease whether Tenant occupies 100% of the rentable square feet of Building 1 and whether Tenant is the sole tenant of Building 1 (but not for purposes of determining the number of rentable square feet located in Building 1 in calculating Tenant's Proportionate Share) (1) neither Nextlink nor Stream shall be considered a tenant of Building 1, and (2) neither the Nextlink Premises nor the Stream Premises shall be considered to contain any rentable square feet in Building 1.

9. **Notices.** All notices and other communications given pursuant to the Lease shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, addressed to the parties hereto at the address listed below, and followed by notice sent by any other method permitted in this Section 9, (b) hand delivered to the intended addressee, (c) sent by nationally recognized overnight courier, or (d) sent by facsimile transmission followed by a confirmatory

letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. The addresses for notice set forth below shall supersede and replace any addresses for notice set forth in the Lease.

Landlord: NCX Office Development, L.P.  
c/o Stream Realty Partners, L.P.  
9101 N. Central Expressway, Suite 150  
Dallas, Texas 75231  
Attention: Property Manager  
Telecopy: 214-267-0404

with a copy to: NCX Office Development, L.P.  
c/o Crow Holdings  
2100 McKimney Avenue, Suite 700  
Dallas, Texas 75201  
Attention: Asset Manager - The Pyramids at Park Lane  
Telecopy: 214-661-8041

Tenant: Allegiance Telecom Company Worldwide  
9201 N. Central Expwy., Suite 600  
Dallas, Texas 75231  
Attention: Controller  
Telecopy: 214-261-8760

with a copy to: Allegiance Telecom Company Worldwide  
700 E. Butterfield Road, Suite 400  
Lombard, Illinois 60148  
Attention: Vice President of Real Estate Facilities  
Telecopy: 630-522-5253

10. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment other than Partners National Real Estate Group, Inc. and Stream Realty Partners, L.P., whose commissions shall be paid by Landlord pursuant to separate written agreements. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

11. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Landlord hereby ratifies and confirms its obligations under the Lease. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) it has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) Landlord has no obligation to provide any tenant finish-work or other allowances to Tenant under the Lease or with respect to the Premises (including the Expansion Premises).

12. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and

the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

13. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Executed as of the date first written above.

LANDLORD:

NCX OFFICE DEVELOPMENT, L.P., a Delaware limited partnership  
 By: NCX Office Development GP, L.L.C., a Delaware limited liability company, its General Partner  
 By: CFH/WB Management, LLC, a Delaware limited liability company, its Administrator  
 By: Crow Family, Inc., a Texas corporation, its sole Manager

By: Carl K...  
 Name: Carol K...  
 Title: Vice President

TENANT:

ALLEGIANCE TELECOM COMPANY WORLDWIDE, a Delaware corporation  
 By: [Signature]  
 Name: Mark B. Trznowski  
 Title: Senior Vice President, General Counsel and Secretary

**CONSENT OF GUARANTOR**

By executing this Amendment No. 3 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation, the undersigned Guarantor (i) consents to the provisions contained herein, (ii) ratifies and confirms the Guaranty executed by Guarantor for the benefit of Landlord, (iii) acknowledges that Tenant's obligations under this Amendment shall be included as a part of the obligations guaranteed by Guarantor under such Guaranty, and (iv) acknowledges that Guarantor has no defenses, counterclaims, or rights of set-off related to the Guaranty and waives all claims, defenses and rights of set-off thereto that Guarantor may have against Landlord as of the date hereof (if any), whether known or unknown and whether arising under tort, contract, at law or in equity.

Executed as of February 13, 2002.

**ALLEGIANCE TELECOM, INC.**, a Delaware corporation

By: 


Name: Mark B. Trznowski  
Title: Senior Vice President, General Counsel and Secretary

**CONSENT OF LANDLORD'S MORTGAGEE**

By its execution below, Guaranty Bank, a federal savings bank, consents to the terms and provisions of this Amendment No. 3 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation.

Executed as of February 13, 2002.

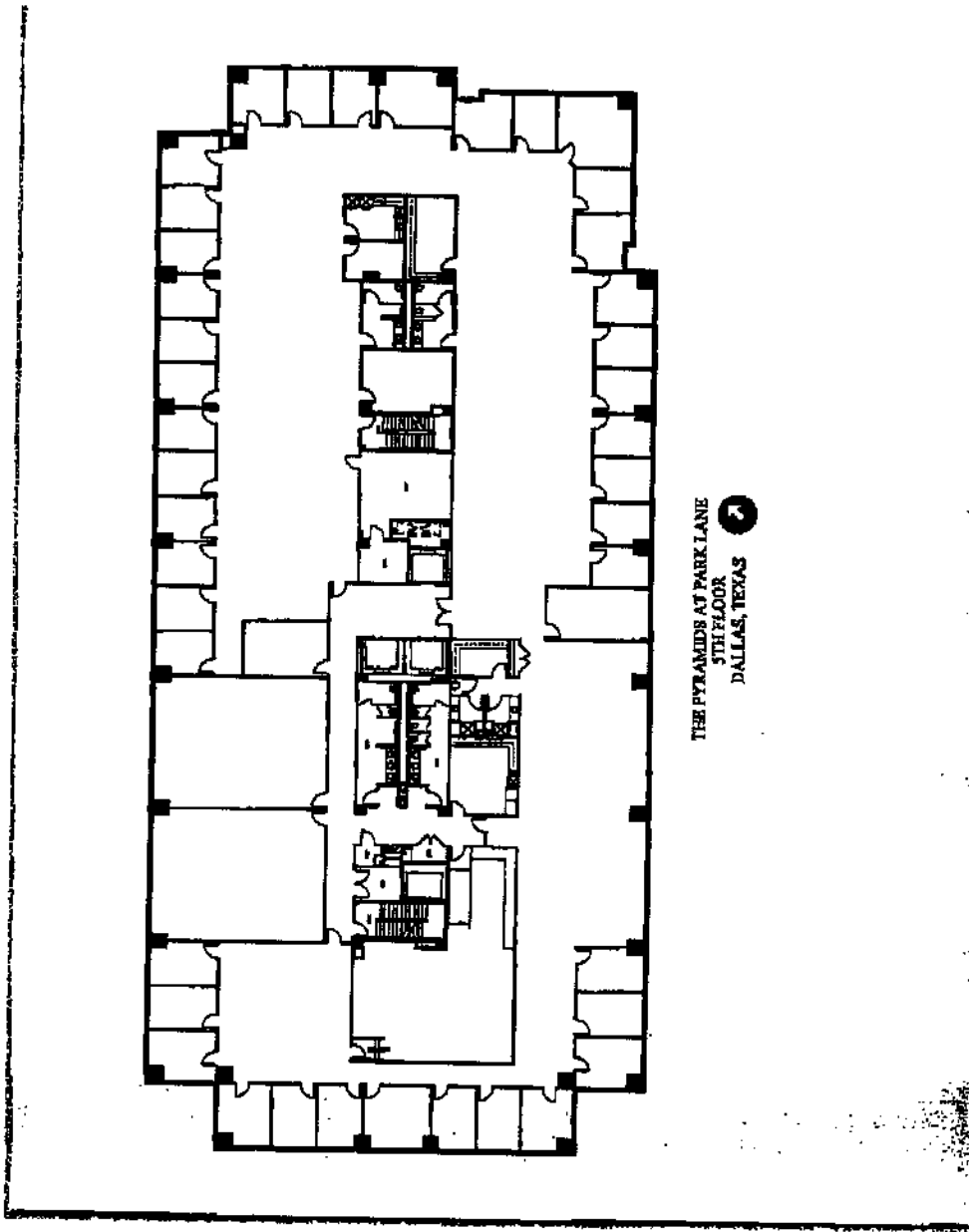
GUARANTY BANK, a federal savings bank

By: 

Name: Robert A. Stone

Title: Senior Vice President  
and Director Manager

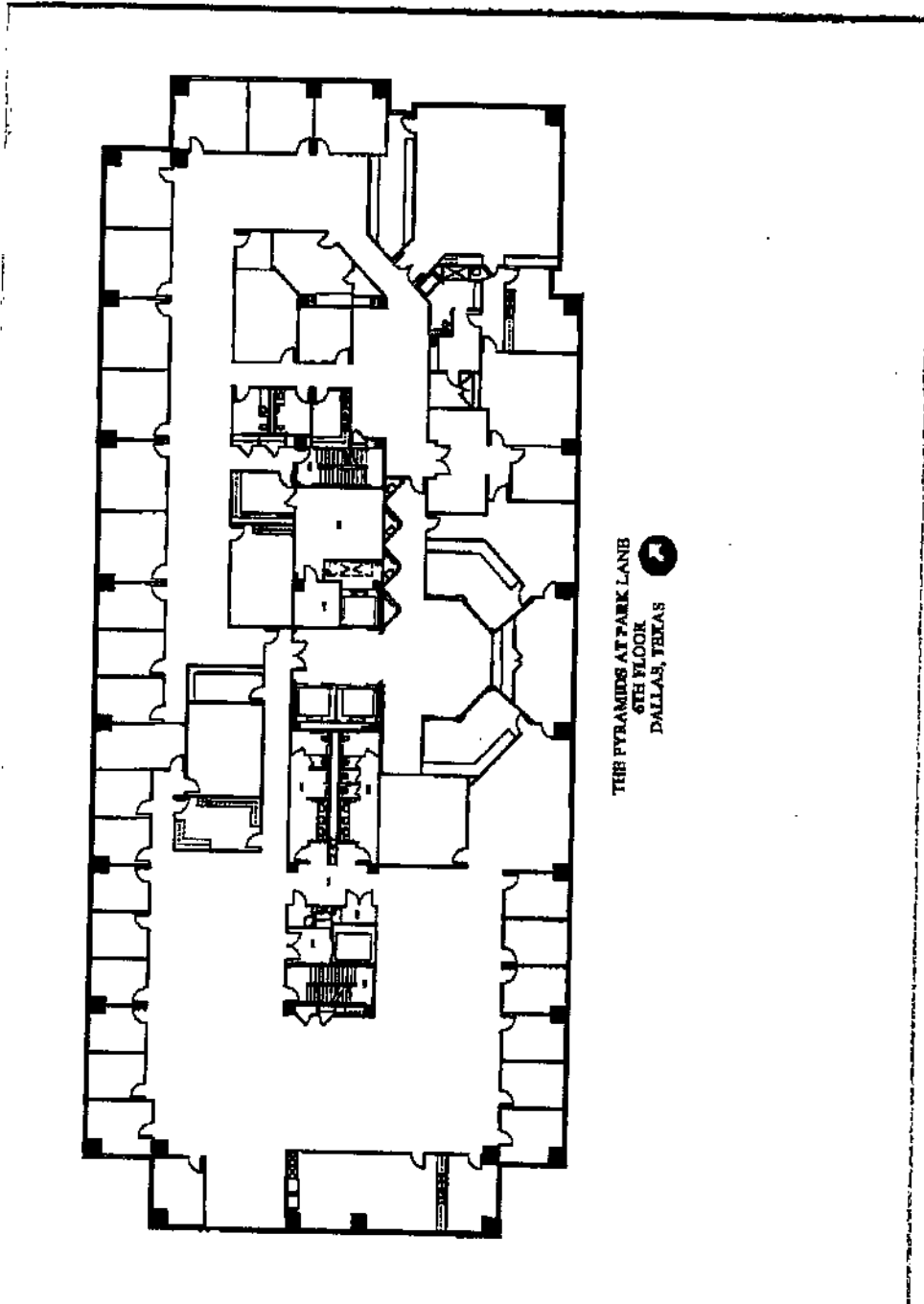
EXHIBIT A  
DEPICTION OF EXPANSION PREMISES



THE PYRAMIDS AT PARK LANE  
5TH FLOOR  
DALLAS, TEXAS

A-1





THE PYRAMIDS AT PARK LANE  
6TH FLOOR  
DALLAS, TEXAS

**EXHIBIT B****CONFIRMATION OF EXPANSION EFFECTIVE DATE**

Allegiance Telecom Company Worldwide  
 9201 N. Central Expressway, Suite 600  
 Dallas, Texas 75231  
 Attn: John Debus

Re: Lease Agreement dated July 19, 2000 (as amended by Amendment No. 1 dated April 10, 2001, as amended by Amendment No. 2 dated February 13, 2002 and as amended by Amendment No. 3 dated February 13, 2002, the "Lease"), between NCX Office Development, L.P., a Delaware limited partnership ("Landlord"), and Allegiance Telecom Company Worldwide, a Delaware corporation ("Tenant"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. **Condition of Expansion Premises.** Tenant has accepted possession of the Expansion Premises consisting of \_\_\_\_\_ rentable square feet *[or, if applicable, a portion of the Expansion Premises consisting of \_\_\_\_\_ rentable square feet]* pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects, and Landlord has fulfilled all of its duties under the Lease as of the date hereof. Furthermore, Tenant acknowledges that the Premises are suitable for the Permitted Use.
2. **Commencement Date.** The Expansion Effective Date is \_\_\_\_\_, 2002. *[Modify, as necessary, as to any portion of the Expansion Premises is delayed].*
3. **Expiration Date.** The Term is scheduled to expire at 5:00 p.m., Dallas, Texas time on October 31, 2015, subject to such rights to renew and extend the Term as set forth in the Lease.
4. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that, as of the day hereof, it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, the Lease is and remains in good standing and in full force and effect, and, as of the date hereof, Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.
5. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the state in which the Premises are located.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

B-1

Sincerely,

**NCX OFFICE DEVELOPMENT, L.P.**, a Delaware limited partnership

By: **NCX Office Development GP, L.L.C.**, a Delaware limited liability company, its General Partner

By: **CFH/WB Management, LLC**, a Delaware limited liability company, its Administrator

By: **Crow Family, Inc.**, a Texas corporation, its sole Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and accepted:

**ALLEGIANCE TELECOM COMPANY WORLDWIDE**,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

RENT ABATEMENT PROVISIONS

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Basic Rental with respect to the Expansion Premises only shall be conditionally abated for the first 30 days following the Expansion Effective Date (the "Abatement Period"). Commencing on the 31st day following the Expansion Effective Date, Tenant shall commence paying Basic Rental with respect to the Expansion Premises as provided in the Lease (as amended hereby). During the Abatement Period, Tenant shall continue to pay Basic Rental, and all other sums due under the Lease (including those amounts payable under Section 3.(b) of the Original Lease) with respect to the Existing Premises.

Notwithstanding such abatement of Basic Rental for the Expansion Premises during the Abatement Period, Tenant shall pay all Operating Expenses and Electrical Costs attributable to the Expansion Premises (based on the ratio by which the rentable area of the Expansion Premises bears to the total rentable area of Building 1), which amount shall be payable on the first day of each calendar month during the Abatement Period. Thereafter, Tenant shall pay its proportionate share of Excess and Electrical Costs for the entire Premises in accordance with Section 3.(b) of the Original Lease.

If at any time during the Term an Event of Default by Tenant occurs resulting in the termination of the Lease or of Tenant's right to possess any portion of the Premises, then the abatement of Basic Rental provided for in this Exhibit shall immediately become void, and Tenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under the Lease (as amended hereby), the full amount of all Basic Rental herein abated.

**EXHIBIT D****PARKING**

Subject to such terms, conditions and regulations as are from time to time applicable to patrons of the parking garage/area associated with the Complex (the "**Parking Area**"), Tenant may use up to one parking space in the Parking Area for each 258 rentable square feet then in the Premises (1120 parking spaces assuming the Premises contains 288,985 rentable square feet), of which one such parking space for each 301 rentable square feet in the Premises (the "**Covered Parking Spaces**") shall be located in the covered Parking Area (960 Covered Parking Spaces assuming the Premises contains 288,985 rentable square feet), and the remaining spaces (the "**Surface Parking Spaces**") shall be located on the surface Parking Area. During the initial Term, Tenant may use the Covered Parking Spaces and the Surface Parking Spaces at no charge. Tenant may designate, at its expense, up to 20 Covered Parking Spaces as reserved parking spaces. If access to the covered Parking Area is controlled by use of access cards or similar entry devices, Landlord shall provide Tenant an access card (or similar entry device) for each employee or other person regularly engaged by Tenant during each shift of operation of Tenant's business in the Premises, provided, Tenant shall not be entitled to any access cards per shift in excess of the total number of parking spaces allocated to Tenant in the covered Parking Area in this Exhibit, and, if the number of parking spaces used by Tenant in the covered Parking Area during any shift exceeds such number of parking spaces allocated to Tenant, Tenant shall surrender, upon Landlord's written demand therefor, all access cards exceeding such allocated number of parking spaces.

Tenant acknowledges that its parking rights under this Exhibit are subject to the parking rights conferred under (1) Parking Agreement dated January 9, 1987, between Central Park Venture and NorthPark Presbyterian Church, recorded in Volume 87007, Page 6618, Deed Records, Dallas County, Texas, (2) Restriction and Reciprocal Easements Agreement dated August 6, 1998, between CP-Central Park, Ltd and NCX Office Development, L.P., recorded in Volume 98153, Page 4313, Deed Records, Dallas County, Texas, and (3) any other agreements, restrictions, covenants, conditions and encumbrances affecting the Land or the Complex and of record as of the date of the Lease. During the Term of the Lease, Landlord shall not amend any of the foregoing agreements, restrictions, covenants, conditions and encumbrances in a manner which will materially impair Tenant's rights under the Lease.

## AMENDMENT NO. 4

This Amendment No. 4 (this "Amendment") is executed as of May 1, 2002, between NCX OFFICE DEVELOPMENT, L.P., a Delaware limited partnership ("Landlord"), and ALLEGIANCE TELECOM COMPANY WORLDWIDE, a Delaware corporation ("Tenant"), for the purpose of amending the Lease Agreement between Landlord and Tenant dated July 19, 2000 (the "Original Lease"), as amended by Amendment No. 1 dated April 10, 2001, Amendment No. 2 dated February 13, 2002 ("Amendment No. 2"), and Amendment No. 3 dated February 13, 2002 ("Amendment No. 3"). The Original Lease, together with such amendments, is referred to herein as the "Lease". Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

### RECITALS:

Pursuant to the Lease, Tenant is currently leasing approximately 288,985 rentable square feet of space in Building 1 and Building 2 of The Pyramids at Park Lane (the "Existing Premises"), which buildings are respectively located at 9101 and 9201 North Central Expressway, Dallas, Texas 75231. The Existing Premises consists of approximately 237,731 rentable square feet of space in Building 1 and Building 2 (the "Original Premises") as expanded pursuant to Amendment No. 3 by approximately 51,254 rentable square feet in Building 1 (the "Expansion Premises"). Tenant desires to self-manage the Complex, and additionally lease the space in Building 1 depicted on Exhibit A hereto, containing approximately 822 rentable square feet of space and commonly known as Suite 150 (the "Suite 150 Premises").

### AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. Self-Management. During the period (the "Self-Management Term") commencing on May 1, 2002 (the "Self-Management Commencement Date") and continuing thereafter until Tenant no longer is self-managing or has the right to self-manage the Complex (such earlier date, the "Self-Management Termination Date"), Tenant shall self-manage the Complex on the following terms and conditions, notwithstanding any provision in the Lease to the contrary:

(a) Provision of Services. Tenant shall be responsible for providing the services to the Premises and Complex that Landlord would otherwise provide under the Lease, including the services set forth in Section 6(a) of the Original Lease, and Landlord shall not be liable for any failure or interruption of such services; however, Tenant shall be entitled to an abatement of Rent for a cessation of certain services, on the terms and conditions set forth in Section 6(d) of the Original Lease, if such cessation is caused by the intentional misconduct or gross negligence of Landlord or its employees. Additionally, Tenant shall provide all Building services and maintenance functions that are currently provided by Landlord to the Delicatessen Premises and the Nextlink Premises (including utility services, HVAC, janitorial services, maintenance, etc.) in accordance with the Delicatessen Lease and the Nextlink Lease, copies of

which Tenant acknowledges it has received and reviewed, and Tenant shall defend, indemnify and hold harmless Landlord from and against any costs, expenses, claim, damages, and other liabilities incurred by Landlord arising from Tenant's failure to so perform.

(b) **Payment of Operating Expenses and Electrical Costs.** As more particularly detailed below, Tenant shall promptly pay before delinquency all Operating Expenses, including Oversight Fees, and Electrical Costs associated with the Complex.

(1) Because Tenant is required to pay all Operating Expenses during the Self-Management Term, it will not receive the benefit of the Expense Stop (i.e., during other periods, Tenant would only be obligated to pay its share of Operating Expenses in excess of the Expense Stop). To provide to Tenant a similar economic benefit during the Self-Management Term for certain Operating Expenses Tenant is obligated to pay hereunder, annual Basic Rental shall be reduced by \$6.75 per rentable square foot in the Premises (including the Suite 150 Premises), as provided in Section 2 and Section 5 of this Amendment.

(2) Tenant shall pay directly to Landlord (A) the portion of Operating Expenses consisting of insurance costs described in Section 3(c)(5) of the Original Lease ("**Insurance Costs**"), (B) the portion of Operating Expenses consisting of Taxes, (C) any other Operating Expenses for items or services contracted for by Landlord (provided Landlord has given Tenant at least 30 days' prior written notice to pay any such amounts directly to Landlord, failing which Tenant shall timely pay such amounts directly to the provider or vendor of such item or service), and (D) the portion of after normal business hour HVAC charges described in Section 6(a) of the Original Lease reserved for the cost of making capital repairs and replacements to the HVAC system (as opposed to such portion of after hour HVAC charges consisting of electrical costs and other Operating Expenses that Tenant is obligated to pay directly to the utility service providers or other vendors), in the amount of \$15 per hour (with a two hour minimum) per floor of each Building in which HVAC is provided after normal business hours (the "**HVAC Overtime Replacement Reserve**"). Landlord's shall have the right to collect the Taxes and Insurance Costs in a lump sum, or to estimate (and re-estimate from time to time) such Taxes and Insurance Costs and collect such amounts in monthly installments in accordance with Section 3(b) of the Original Lease. Tenant shall pay any HVAC Overtime Replacement Reserve within ten days following the date Landlord provides to Tenant a written invoice therefor. To the extent any interest accrues on amounts impounded (or otherwise held) by a Landlord's Mortgagee for the payment of Taxes and Insurance Costs and such interest is paid or credited to Landlord by such Landlord's Mortgagee, then an amount equal to such interest paid or credited to Landlord shall be paid or credited to Tenant (at Landlord's election) at such times (so long as an Event of Default does not then exist) as Taxes and Insurance Costs, covering the period during which such Taxes and Insurance Costs were impounded, have been fully paid to the taxing authorities or other governmental subdivisions to which any Taxes are owed (with respect to impounds for Taxes) and to the applicable insurers (with respect to impounds for Insurance Costs).

(3) Tenant shall timely pay all utility costs directly to the providers and vendors of such services to the Complex. Electrical power serving the Complex is currently provided by TXU Energy Services ("TXU") pursuant to an energy services contract between TXU and Landlord. Until such time as Landlord's interest under the contract is assigned to Tenant or such contract has terminated, Tenant shall pay directly to TXU prior to delinquency all charges incurred under such contract. Thereafter, Tenant shall independently arrange for the provision of electrical and other energy services for the Complex, pursuant to an agreement and with a provider reasonably acceptable to Landlord. The foregoing provision regarding energy services shall likewise apply to any other utility or similar services agreement, for the provision of utilities or similar services to the Complex, to which Landlord is currently a party. All such contracts and agreements must be assignable to Landlord and terminable upon not more than 30 days' prior written notice without a penalty or a termination fee. Landlord and Tenant shall reasonably cooperate with each other to effectuate the transition of such contracts and agreements.

(4) Tenant shall timely pay on the first day of each month Oversight Fees directly to Stream Realty Partners, L.P. (or to such other oversight manager of the Complex as Landlord may designate in writing from time to time hereafter), in an amount equal to 0.5% of Rent that would be payable to Landlord under the Lease, if Tenant was not self-managing the Complex (i.e., Rent equal to the sum of Basic Rental [without the reduction effected hereby during the Self-Management Term] covering the Premises [including the Additional Premises], Tenant's Proportionate Share of Excess and Electrical Costs, and such other amounts that Tenant owes to Landlord from time-to-time under the Lease).

(5) During the term of the Delicatessen Lease and within 30 days' following Landlord's receipt in full of each monthly installment of Basic Rental payable thereunder, Landlord shall pay to Tenant \$0.56 per rentable square foot in the Delicatessen Premises, in reimbursement of a portion of Operating Expenses for which Tenant is wholly responsible hereunder. During the term of the Nextlink Lease, to the extent Landlord receives any amounts from Nextlink for the cost of electrical power serving the Nextlink Premises, Landlord shall pay such amounts to Tenant within 30 days following Landlord's receipt thereof, in reimbursement of a portion of Electrical Costs for which Tenant is wholly responsible hereunder.

(6) Because Tenant will be responsible for providing all services and paying for all Operating Expenses in accordance with the provisions of the Lease (as amended hereby), the provisions of Section 3(d) of the Original Lease, limiting certain increases in Operating Expenses, is hereby deleted as of the Self-Management Commencement Date and shall remain of no effect until Tenant's self-management right has terminated and Landlord has thereafter provided primary management functions for the Complex for one full calendar year. Thereafter, the amounts of Controllable Operating Costs for the first calendar year following the Self-Management Termination Date (rather than the 2001 calendar year) shall form the basis for any limitation of Controllable Operating Costs increases for subsequent calendar years during the remainder of the Term which Landlord is managing the Complex.



(7) During the Self-Management Term, the Annual Cost Statement described in Section 3(f) of the Original Lease shall only itemize those Operating Expenses that Tenant is obligated to pay directly to Landlord (i.e., Taxes, Insurance Costs, etc.); provided that during any calendar year in which Tenant self-manages the Complex for only a portion thereof, the Annual Cost Statement for such calendar year, with respect to the period during which Tenant is not self-managing the Complex, shall itemize all Operating Costs and Electrical Costs in accordance with Section 3(f) of the Original Lease.

(c) **Maintenance, Repair and Replacement.** Tenant shall maintain, at its sole cost, the interior and exterior of the Complex consistent with the standards of Comparable Buildings. Accordingly, Tenant shall maintain the roof (including the membrane) of each of the Buildings in compliance with the guidelines, specifications and warranties of the roofing contractor and manufacturer. At such time as replacement of the roof of each Building becomes necessary notwithstanding such maintenance, as reasonably determined by Landlord's roofing contractor or consultant, and provided Tenant has maintained the roof of such Building in accordance with the foregoing sentence, Landlord shall bear the cost of such replacement to the extent such costs would not be included in the Operating Expenses. Additionally, Tenant shall maintain each of the Building's Systems, at its sole cost (except for the limited reimbursement of certain HVAC capital expenditures provided below), in good repair and condition, in accordance with all applicable Laws, and with such equipment manufacturers' suggested operation and maintenance service programs, which obligation shall include replacement of all equipment necessary to so maintain such equipment and systems in good working order. Promptly following Tenant's discovery thereof, Tenant shall provide written notice to Landlord of any material item for which Tenant is required to perform any maintenance, repair or replacement obligations under this Section 1(c) or otherwise, including (without limitation) any item affecting either of the Building's Structure or either of the Building's Systems. In connection with the foregoing maintenance, repair and replacement obligations of Tenant, Landlord shall use commercially reasonable efforts to enforce any existing warranties covering the Complex, each of the Building's Systems, and any portions thereof; provided, if either (1) Landlord fails to perform such enforcement obligation and Tenant delivers to Landlord a written request that Landlord assign such warranty, or (2) Landlord so elects at any time in its sole discretion to assign such warranty, then (A) Landlord shall assign such warranty to Tenant, subject to the conditions and limitations of such warranty, for a term expiring concurrently with the Self-Management Term or the occurrence of an Event of Default (whichever is earlier), whereupon such assignment shall be void, and (B) Landlord shall reasonably cooperate, at Tenant's cost, with Tenant's enforcement of such warranty, but Landlord shall have no other obligations with respect to such warranty or the maintenance, repair or replacement items to which such warranty relates. On or before the Self-Management Commencement Date, Tenant shall enter into regularly scheduled (not less than quarterly) preventive maintenance and service contracts (or accept an assignment of Landlord's interest in any such existing contracts) for such systems and equipment and maintenance and repair of the Complex, each in compliance with Landlord's specifications and otherwise in form and substance and with a contractor reasonably acceptable to Landlord, and deliver copies thereof to Landlord. Any such contracts must be assignable to Landlord and terminable upon not more than 30 days' prior written notice and without penalty or termination fee. At such time as Tenant is required hereunder to make a Qualified HVAC Capital Expenditure (as defined below), for replacements of the HVAC system or its constituent

equipment only, Landlord shall reimburse Tenant for such expenditure, in an amount not to exceed the balance of any HVAC Overtime Replacement Reserve received by Landlord during the Self-Management Term (and not reimbursed to Tenant for any prior Qualified HVAC Capital Expenditure), within thirty days following Tenant's written request therefor, submitted together with such engineering reports, invoices, receipts, lien waivers, and such other materials reasonably requested by Landlord, reasonably supporting the need for such expenditures (if not directed by Landlord) and the full cost and payment thereof. If Landlord fails to pay any amounts to Tenant required by the forgoing sentence, then such amount shall be considered Self Help Costs under, and subject to the terms of, Section 25(e) of the Original Lease. As used herein, the term "**Qualified HVAC Capital Expenditure**" means (i) a capital expenditure (the nature of such expenditure to be determined by GAAP) in the amount of at least \$5,000 in each instance, or (ii) a series of capital expenditures (the nature of each such expenditure to be determined by GAAP and in the amount of not less than \$1,000) incurred by Tenant within a period of not more than 30 days and directly necessitated by a single event, or a chain of directly related events occurring within a period of not more than 30 days, in the aggregate amount of at least \$5,000. If Tenant is not properly maintaining the Complex and such failure continues for 30 days after Landlord's written notification thereof to Tenant, Landlord may have such items performed and thereafter Tenant shall reimburse Landlord the reasonable, out-of-pocket expenses incurred by Landlord in connection with such work within 30 days after written request, submitted together with reasonable supporting documentation therefor. At least 14 days before the end of the earlier of the Term or the Self-Management Termination Date, Tenant shall deliver to Landlord a certificate from an engineer reasonably acceptable to Landlord certifying that each of the Building's Systems are then in good repair and working order and no deferred maintenance items then exist. Notwithstanding anything herein to the contrary, Tenant shall have no obligation to return the Complex or either of the Building's Systems to Landlord, upon the expiration of the Self-Management Term, in a condition any better than that existing immediately prior to the Self-Management Commencement Date. Landlord may from time to time inspect the Buildings and the Complex to insure that Tenant is properly maintaining the same.

(d) **Cooperation.** Tenant shall reasonably cooperate with Landlord and its oversight manager in connection with the ownership and operation of the Complex, the administration of the Lease, and the exercise and performance of Landlord's rights and obligations under the Lease, which cooperation shall include Tenant's preparation or assistance in the preparation of monthly, quarterly and (fiscal and tax) year end operating and income reports, and annual projected and actual budgets for the Complex (with the same degree of detail as would be provided in Landlord's Annual Cost Statement when Tenant is not self-managing the Complex). Tenant shall also provide such other services, materials and other items as Landlord or Landlord's Mortgagee may from time to time reasonably request; however, if any such item is not customarily provided by property managers of Comparable Buildings as part of the services rendered for the base management fee (and Tenant is not otherwise required to provide such item under the Lease), then Tenant shall have no obligation to provide such item unless Landlord or the requesting party agrees to pay the commercially reasonable cost or fee therefor. Notwithstanding Tenant's self-management of the Complex and except as expressly set forth herein to the contrary, Landlord shall have the same rights under the Lease during the Self-Management Term, including (without limitation) access to and inspection of the Complex and

all materials pertaining thereto and the Lease, that Landlord would otherwise be entitled to during any period Tenant is not self-managing the Complex.

(e) **Common Area Indemnification.** For purposes of Tenant's indemnification and defense obligations under Section 10(d) of the Original Lease during the Self-Management Term, the Premises shall be deemed to include the common areas of the Complex, and Landlord shall have no obligations under such Section 10(d), arising from an occurrence in the common areas of the Complex, except to the extent any such occurrence arises from Landlord's or its agent's or employee's gross negligence or willful misconduct; however, the foregoing shall not limit Landlord's indemnification obligations under such Section 10(d) for an occurrence in the common areas arising prior to or after the Self-Management Term.

(f) **Self-Management Termination.** If, while Tenant is self-managing the Complex, Tenant either (1) ceases to lease (or to be deemed to be leasing) 100% of the rentable square feet of the Complex, or (2) an Event of Default occurs, then Landlord may terminate such self-management right (in addition to exercising any other rights Landlord may have in such events under the Lease or otherwise) by delivering to Tenant written notice thereof, such termination to be effective as of the date specified in such notice. Tenant may elect to terminate its self-management right, by delivering to Landlord written notice thereof at least 60 days prior to the effective date of such termination, but only if (A) no monetary default by Tenant (or other default by Tenant of which Tenant has written notice) exists under the Lease at the time of such notice or effective date of such termination, and (B) Tenant has self-managed the Complex for at least twelve full calendar months prior to the date of such notice. Upon the termination of Tenant's right to self-manage the Complex, (1) Landlord or a third party property manager shall again commence to provide primary management functions for the Complex, (2) Landlord or its third-party property manager shall be granted a license or lease (at Landlord's option) to use the Suite 150 Premises (or similar space in Building 1 reasonably acceptable to Landlord and Tenant), and any rent and other charges payable by Landlord or the manager of the Complex therefor shall be included in Operating Expenses, (3) Tenant shall pay to Landlord, within 30 days following Landlord's written request therefor from time-to-time, all costs and expenses reasonably incurred by Landlord and arising from the transition of such management from Tenant to another manager of the Complex, including (without limitation) administration costs and attorneys' fees incurred for the review and negotiation all contracts, or assignment of then-existing contracts, for services, maintenance and management for the Complex and any amendment to the Lease further memorializing the termination of Tenant's self-management rights (such amendment not being necessary for the effectiveness thereof) and the moving and management office set-up costs of Landlord's manager, (4) all costs incurred by Landlord for the management of the Complex shall be included in Operating Expenses, notwithstanding any limitation on the amount thereof set forth in the Lease, provided the cost of such management shall not exceed, in any material respects, the market rates then-prevailing for Comparable Buildings, as determined in good faith by Landlord, and (5) Tenant shall have no right to thereafter self-manage the Premises or any other rights deriving therefrom, and the respective rights and obligations of Tenant and Landlord applicable only during periods Tenant is self-managing the Complex shall revert (except as expressly provided herein to the contrary) to those applicable to periods during which Tenant is not-self-managing the Complex; provided the foregoing shall not limit or discharge any liability or obligation of Tenant or Landlord accruing

during the Self-Management Term and remaining not satisfied or performed following the Self-Management Term.

2. **Self-Management Basic Rental Adjustment.** During the Self-Management Term only, Basic Rental for the lease of the Original Premises and the Extension Premises shall be as provided below.

(a) Basic Rental for the Original Premises shall be in amounts for the respective time periods set forth in the following chart:

Time Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
Self-Management Commencement Date - 12/31/02	\$11.80	\$233,768.81
01/01/03 - 12/31/06	\$18.45	\$365,511.40
01/01/07 - 01/31/13	\$20.88	\$413,651.93
02/01/13 - 10/31/15	\$23.92	\$473,877.12

Beginning on the first day following the Self-Management Termination Date, Basic Rental for the Original Premises shall be restored to the amounts and for the respective time periods set forth in Amendment No. 2 occurring after the Self-Management Termination Date.

(b) Subject to the conditional abatement of Basic Rental set out in Exhibit C of Amendment No. 3, Basic Rental for the Expansion Premises shall be in the amounts for the respective time periods set forth in the following chart:

Time Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
Expansion Effective Date (as defined in Amendment No. 3) - 12/31/02	\$11.80	\$50,399.77
01/01/03 - 12/31/06	\$16.20	\$69,192.00
01/01/07 - 01/31/13	\$18.63	\$79,571.84
02/01/13 - 10/31/15	\$21.67	\$92,556.18

Beginning on the first day following the Self-Management Termination Date, Basic Rental for the Expansion Premises shall be restored to the amounts and for the respective time periods set forth in Amendment No. 3 occurring after the Self-Management Termination Date.

3. **Suite 150 Premises; Tenant's Proportionate Share; Acceptance.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Suite 150 Premises on the terms and conditions of the Lease, as modified hereby; accordingly, from and after the Suite 150 Effective Date (defined below), the term "Premises" shall refer collectively to the Existing Premises and the Suite 150 Premises, and (a) Tenant's Proportionate Share for Building 1 shall be increased to 99.005%, which is the percentage obtained by dividing the number of rentable square feet in Building 1 of the Premises (144,381) by the number of rentable square feet in

Building 1 (145,832), and (b) Tenant's Proportionate Share for the Complex shall be increased to 99.502%, which is the percentage obtained by dividing the number of rentable square feet in the Premises (289,807) by the number of rentable square feet in the Complex (291,258). Tenant accepts the Suite 150 Premises in their "AS-IS" condition and Landlord shall not be required to perform any demolition work or tenant finish-work therein or to provide any allowances therefor. Landlord and Tenant stipulate that the number of rentable square feet in the Existing Premises, the Original Premises, the Expansion Premises, the Suite 150 Premises, Building 1, Building 2 and the Complex is correct.

4. **Suite 150 Term.** The Term for the Suite 150 Premises shall begin on the Suite 150 Effective Date and shall expire co-terminously with the expiration date with respect to the Existing Premises (which expiration date is deemed by Landlord and Tenant to be at 5:00 p.m., Dallas, Texas time on October 31, 2015, subject to Tenant's option under the Lease to extend the Term), unless sooner terminated as provided in the Lease. As used herein, the "**Suite 150 Effective Date**" shall mean the earlier of (a) the date on which Tenant occupies any portion of the Suite 150 Premises and begins conducting business therein, or (b) the Self-Management Commencement Date; provided, if Landlord is unable to deliver possession of the Suite 150 Premises to Tenant by the date stated in the preceding clause (b), then (1) Landlord shall not be in default hereunder or be liable for damages therefor, and (2) Tenant shall accept possession of the Suite 150 Premises on the date when Landlord tenders possession thereof to Tenant, which date shall be the Suite 150 Effective Date. Prior to occupying the Suite 150 Premises, Tenant shall execute and deliver to Landlord a letter substantially in the form of Exhibit B hereto confirming (A) the Suite 150 Effective Date, (B) that Tenant has accepted the Suite 150 Premises, and (C) that Landlord has performed all of its obligations, if any, with respect to the Suite 150 Premises; however, the failure of the parties to execute such letter shall not defer the Suite 150 Effective Date or otherwise invalidate the Lease or this Amendment.

5. **Suite 150 Premises Basic Rental.** During the Self-Management Term only, Basic Rental for the Suite 150 Premises shall be in the amounts and for the respective time periods set forth in the following chart:

Time Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
Suite 150 Effective Date - 12/31/02	\$11.80	\$808.30
01/01/03 - 12/31/06	\$18.45	\$1,263.83
01/01/07 - 01/31/13	\$20.88	\$1,430.28
02/01/13 - 10/31/15	\$23.92	\$1,638.52

Beginning on the first day following the Self-Management Termination Date, Basic Rental for the Suite 150 Premises shall be in the amounts and for the respective time periods set forth in the following chart occurring after the Self-Management Termination Date:

Time Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
Suite 150 Effective Date - 12/31/02	\$18.55	\$1,270.68
01/01/03 - 12/31/06	\$25.20	\$1,726.20

01/01/07 - 01/31/13	\$27.63	\$1,892.66
02/01/13 - 10/31/15	\$30.67	\$2,100.90

At such time as the Premises is expanded to include the Delicatessen Premises and/or the Nextlink Premises pursuant to the terms of Section 6(e)(1) of the Original Lease and Section 8 of Amendment No. 3, respectively, Basic Rental for each such expansion premises shall be in the same amounts (per rentable square foot in the applicable premises) for the same periods of time (from the commencement of the portion of the Term applicable to such expansion premises), as Basic Rental applicable to the Suite 150 Premises set forth above.

6. **Expense Stop.** The Expense Stop under the Lease shall continue to be \$6.75 per rentable square foot in the Premises following the Self-Management Term, at which time and thereafter throughout the remainder of the Term, Tenant shall pay Tenant's Proportionate Share of Excess as provided in Section 3(b) of the Original Lease.

7. **Parking.** Beginning on the Suite 150 Effective Date, Tenant shall have those parking rights set forth on Exhibit D of this Amendment and no further parking rights. Accordingly, Exhibit D to Amendment No. 3 is deleted as of the Suite 150 Effective Date.

8. **Notices.** All notices and other communications given pursuant to the Lease shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, addressed to the parties hereto at the address listed below, and followed by notice sent by any other method permitted in this Section 8, (b) hand delivered to the intended addressee, (c) sent by nationally recognized overnight courier, or (d) sent by facsimile transmission followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. The addresses for notice set forth below shall supersede and replace any addresses for notice set forth in the Lease.

Landlord: NCX Office Development, L.P.  
c/o Stream Realty Partners, L.P.  
511 East John Carpenter Fwy., Suite 400  
Irving, Texas 75062  
Attention: Property Manager  
Telecopy: 214-267-0404

with a copy to: NCX Office Development, L.P.  
c/o Crow Holdings  
2100 McKinney Avenue, Suite 700  
Dallas, Texas 75201  
Attention: Asset Manager – The Pyramids at Park Lane  
Telecopy: 214-661-8041

Tenant: Allegiance Telecom Company Worldwide  
9201 N. Central Expwy., Suite 600  
Dallas, Texas 75231  
Attention: Controller  
Telecopy: 214-261-8760

with a copy to: Allegiance Telecom Company Worldwide  
700 E. Butterfield Road, Suite 400  
Lombard, Illinois 60148  
Attention: Vice President of Real Estate Facilities  
Telecopy: 630-522-5253

9. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

10. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Landlord hereby ratifies and confirms its obligations under the Lease. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) it has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) Landlord has no obligation to provide any tenant finish-work or other allowances to Tenant under the Lease or with respect to the Premises (including the Suite 150 Premises).

11. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

12. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[The remainder of this page is intentionally left blank.]

Executed as of the date first written above.

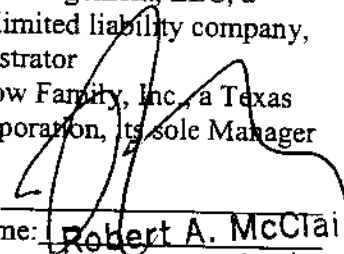
**LANDLORD:**

**NCX OFFICE DEVELOPMENT, L.P.**, a  
Delaware limited partnership

By: NCX Office Development GP, L.L.C., a  
Delaware limited liability company, its  
General Partner


By: CFH/WB Management, LLC, a  
Delaware limited liability company,  
its Administrator

By: Crow Family, Inc., a Texas  
corporation, its sole Manager

By:   
Name: Robert A. McClain  
Title: Vice President

**TENANT:**

**ALLEGIANCE TELECOM COMPANY  
WORLDWIDE**, a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: Kenneth C. Close  
Vice President  
Real Estate & Facilities  
\_\_\_\_\_



**CONSENT OF GUARANTOR**

By executing this Amendment No. 4 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation, the undersigned Guarantor (i) consents to the provisions contained herein, (ii) ratifies and confirms the Guaranty executed by Guarantor for the benefit of Landlord, (iii) acknowledges that Tenant's obligations under this Amendment shall be included as a part of the obligations guaranteed by Guarantor under such Guaranty, and (iv) acknowledges that Guarantor has no defenses, counterclaims, or rights of set-off related to the Guaranty and waives all claims, defenses and rights of set-off thereto that Guarantor may have against Landlord as of the date hereof (if any), whether known or unknown and whether arising under tort, contract, at law or in equity.

Executed as of May 1, 2002.

**ALLEGIANCE TELECOM, INC.**, a Delaware corporation

By: Kenneth C. Close  
Name: Kenneth C. Close  
Title: Vice President  
Real Estate & Facilities

**CONSENT OF LANDLORD'S MORTGAGEE**

By its execution below, Guaranty Bank, a federal savings bank, consents to the terms and provisions of this Amendment No. 4 to Lease Agreement between NCX Office Development, L.P., a Delaware limited partnership, and Allegiance Telecom Company Worldwide, a Delaware corporation.

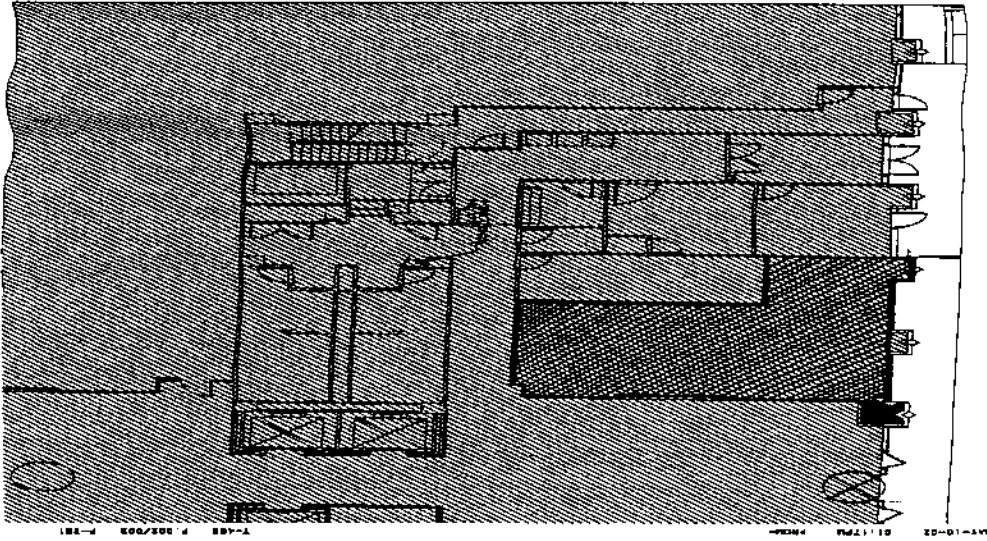
Executed as of May \_\_\_\_, 2002.

**GUARANTY BANK**, a federal savings bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

DEPICTION OF ADDITIONAL PREMISES



**EXHIBIT B**

**CONFIRMATION OF SUITE 150 EFFECTIVE DATE**

\_\_\_\_\_, 2002

Allegiance Telecom Company Worldwide  
9201 N. Central Expressway, Suite 600  
Dallas, Texas 75231  
Attn: John Debus

Re: Lease Agreement dated July 19, 2000 (as amended by Amendment No. 1 dated April 10, 2001, as amended by Amendment No. 2 dated February 13, 2002, as amended by Amendment No. 3 dated February 13, 2002, and as amended by Amendment No. 4 dated May 1, 2002, the "**Lease**"), between NCX Office Development, L.P., a Delaware limited partnership ("**Landlord**"), and Allegiance Telecom Company Worldwide, a Delaware corporation ("**Tenant**"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. **Condition of Suite 150 Premises.** Tenant has accepted possession of the Suite 150 Premises consisting of 822 rentable square feet pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects, and Landlord has fulfilled all of its duties under the Lease as of the date hereof. Furthermore, Tenant acknowledges that the Suite 150 Premises are suitable for the Permitted Use.

2. **Commencement Date.** The Suite 150 Effective Date is May 1, 2002.

3. **Expiration Date.** The Term is scheduled to expire at 5:00 p.m., Dallas, Texas time on October 31, 2015, subject to such rights to renew and extend the Term as set forth in the Lease.

4. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that, as of the day hereof, it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, the Lease is and remains in good standing and in full force and effect, and, as of the date hereof, Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

5. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this

letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the state in which the Premises are located.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Sincerely,

**NCX OFFICE DEVELOPMENT, L.P.**, a Delaware limited partnership

By: NCX Office Development GP, L.L.C., a Delaware limited liability company, its General Partner

By: CFH/WB Management, LLC, a Delaware limited liability company, its Administrator

By: Crow Family, Inc., a Texas corporation, its sole Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and accepted:

**ALLEGIANCE TELECOM COMPANY WORLDWIDE,**  
a Delaware corporation

By: Kenneth C. Close

Name: Kenneth C. Close                   —  
Title: Vice President                   —  
Real Estate & Facilities

## EXHIBIT C

### PARKING

Subject to such terms, conditions and regulations as are from time to time applicable to patrons of the parking garage/area associated with the Complex (the "Parking Area"), Tenant may use up to one parking space in the Parking Area for each 258 rentable square feet then-in the Premises (1,123 parking spaces assuming the Premises contains 289,807 rentable square feet), of which one such parking space for each 301 rentable square feet in the Premises (the "Covered Parking Spaces") shall be located in the covered Parking Area (962 Covered Parking Spaces assuming the Premises contains 289,807 rentable square feet), and the remaining spaces (the "Surface Parking Spaces") shall be located on the surface Parking Area. To the extent required by applicable Law, a portion of the parking spaces which Tenant is entitled to use pursuant to this Exhibit C shall be designated as and used only for handicapped/disabled parking. During the initial Term, Tenant may use the Covered Parking Spaces and the Surface Parking Spaces at no charge. Tenant may designate, at its expense, up to 20 Covered Parking Spaces as reserved parking spaces. If access to the covered Parking Area is controlled by use of access cards or similar entry devices, Landlord shall provide Tenant an access card (or similar entry device) for each employee or other person regularly engaged by Tenant during each shift of operation of Tenant's business in the Premises, provided, Tenant shall not be entitled to any access cards per shift in excess of the total number of parking spaces allocated to Tenant in the covered Parking Area in this Exhibit, and, if the number of parking spaces used by Tenant in the covered Parking Area during any shift exceeds such number of parking spaces allocated to Tenant, Tenant shall surrender, upon Landlord's written demand therefor, all access cards exceeding such allocated number of parking spaces.

Tenant acknowledges that its parking rights under this Exhibit are subject to the parking rights conferred under (1) Parking Agreement dated January 9, 1987, between Central Park Venture and NorthPark Presbyterian Church, recorded in Volume 87007, Page 6618, Deed Records, Dallas County, Texas, (2) Restriction and Reciprocal Easements Agreement dated August 6, 1998, between CP-Central Park, Ltd and NCX Office Development, L.P., recorded in Volume 98153, Page 4313, Deed Records, Dallas County, Texas, and (3) any other agreements, restrictions, covenants, conditions and encumbrances affecting the Land or the Complex and of record as of the date of the Lease. During the Term of the Lease, Landlord shall not amend any of the foregoing agreements, restrictions, covenants, conditions and encumbrances in a manner which will materially impair Tenant's rights under the Lease.