

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 54
TO LEASE NO. LDC00111

DATE
OCT 09 2009

ADDRESS OF PREMISES
2 INDEPENDENCE SQUARE
300 E ST., SW
WASHINGTON, DC 20024

THIS AGREEMENT, made and entered into this date by and between **WELLS REIT - IDENPENDENCE SQUARE, LLC**
whose address is: **WELLS REIT - IDENPENDENCE SQUARE, LLC
6200 THE CORNERS PARKWAY
SUITE 250
NORCROSS, GA 30092**

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective **6/1/2009** as follows:

Issued to reflect the annual operating cost adjustment provided for in the base lease agreement. .

Base (CPI-W-U.S. City Avg)	May	2008	212.79
Corresponding Index	May	2009	208.774
Base Operating Cost Per Lease			\$5,242,110.63
% Increase in CPI-W			-0.018863846
Annual Increase In Operating Cost			(\$98,886.37)
Less Previous Escalation Paid			\$0.00
Annual Increase In Operating Cost Due Lessor			(\$98,886.37)

Effective **6/1/2009**, the annual rent is decreased by **(\$98,886.37)**
The new annual rent is **\$22,690,756.63** payable at the rate of **\$1,890,896.39** per month.

The rent shall be made payable to: **WELLS REIT - 2 INDEPENDENCE SQUARE, L
6200 THE CORNERS PARKWAY
SUITE 250
NORCROSS, GA 30092**

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: WELLS REIT - IDENPENDENCE SQUARE, LLC

BY _____
(Signature)

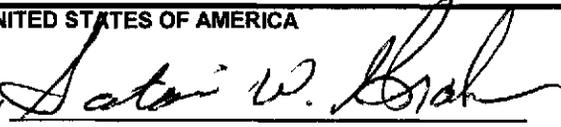
(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY 
(Signature)

Contracting Officer, GSA, NCR, PBS, DC Service Center
(Official Title)