

<b>GENERAL SERVICES ADMINISTRATION- PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>No. 67 (Page 1 of 2)</b>	DATE <b>NOV - 6 2012</b>
	TO LEASE NO. <b>GS-11B-00111</b>	

ADDRESS OF PREMISES: **300 E Street, SW  
Two Independence Square  
Washington, DC 20024-3210**

THIS AGREEMENT, made and entered into this date by and between: **Wells REIT-Independence Square, LLC, a Delaware Limited Liability Company, whose address is:**

**c/o Piedmont Office Realty Trust, Inc.  
11695 Johns Creek Parkway, Suite 350  
Johns Creek, GA 30097-1855**

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

WHEREAS, the parties have entered into a replacement lease (GS-11B-02279) pursuant to which the Government will be accepting the premises as substantially complete in phases after refurbishment pursuant to the terms of such "Replacement Lease"; and

WHEREAS, the parties desire to extend the term of this Lease in order to provide an orderly transition of the premises to the Replacement Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

1. **EXTENSION TERM:** This Supplemental Lease Agreement (SLA) Number 67 is issued to extend this Lease term for a period of two and one-half (2 ½) years, beginning retroactively as of July 20, 2012 and ending January 19, 2015. At any time, after the effective date of this extension, and as each phase of the premises is accepted by the Government as substantially complete under the Replacement Lease, the Government shall have the right to an early termination of the Lease, in whole or in part in accordance with the following:

Pursuant to Paragraph 2 of the SF2 of the Replacement Lease, the parties agree that rentable space and corresponding rent payments (including annual base rent, real estate taxes and operating costs) covered by this extension will be reduced in increments upon acceptance by the Government of portions of the Premises as substantially complete. Portions of the Premises being terminated from this Lease GS-11B-00111, shall be accepted under the Replacement Lease effective as of the first day following the termination date based on updated measurement of square footage for each floor. The progressive reductions of space and rent covered by this extension will be memorialized in subsequent SLAs reflecting partial terminations, as such spaces are accepted by the Government under the Replacement Lease as substantially complete.

2. **SPACE:** Pursuant to this SLA, effective retroactively as of July 20, 2012, the total space covered by this extension is being reduced from 551,907 BOMA Rentable Square Feet (BRSF) yielding 490,059 ANSI BOMA Office Area (ABOA) to 496,213 BRSF yielding 440,606 ABOA to reflect the Government's acceptance of the ninth floor under Replacement Lease No. GS-11B-02279. This extension also includes 771 structured parking spaces in the building known as Two Independence Square, located at 300 E Street, SW, Washington DC 20024.

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

LESSOR: Wells REIT-Independence Square, LLC, a Delaware Limited Liability Company

BY George Welch (Signature) VP (Title)

IN THE PRESENCE OF (witnessed by): [Signature] (Signature) 11695 Johns Creek Pkwy. Suite 350 Johns Creek, GA 30097 (Address)

UNITED STATES OF AMERICA:

BY Sylvia A. Nichols (Signature) Contracting Officer, GSA, NCR, Lease Execution Division (Official Title)

<b>GENERAL SERVICES ADMINISTRATION- PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT  No. 67 (page 2 of 2)	DATE  NOV - 6 2012
	TO LEASE NO. <b>GS-11B- 00111 CONT.</b>	

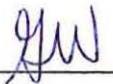
ADDRESS OF PREMISES: **Two Independence Square, 300 E Street, SW, Washington, DC 20024-3210**

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3. **ANNUAL RENT:** Effective retroactively as of July 20, 2012, the annual rent for this extension shall be \$21,513,055.61 [approximately \$43.35 per BRSF / \$48.83 per ABOA]. The annual rent consists of \$19,161,053.61 for the Office portion, \$2.00 for two (2) antennas, and \$2,352,000.00 for 771 parking spaces. This annual rent includes a base for operating costs and real estate taxes. It does not include any Tenant Improvement Allowance.
4. **REAL ESTATE TAXES:** For real estate tax adjustment purposes, pursuant to this extension SLA, the real estate tax base included in the above annual rent is \$2,252,800.38. This base reflects a Government's starting percentage of occupancy of 88.89% [496,213 BRSF / 558,231 BRSF Entire Building]. This percentage of occupancy shall thereafter be adjusted in accordance with progressive reductions of space under this Lease and corresponding progressive acceptance of space as substantially complete under the Replacement Lease. Tax adjustments shall continue to be paid under this extension and shall be prorated accordingly.
5. **OPERATING COSTS:** Pursuant to this extension, effective July 20, 2012, the base for Operating Costs included in the aforementioned annual rent shall be reset at \$5,019,043.88. This new base is inclusive of the 2012 CPI adjustment for the space covered by this extension SLA. The operating costs shall thereafter be adjusted in accordance with progressive reductions of space under this Lease and corresponding progressive acceptance of space as substantially complete under the Replacement Lease. CPI adjustments shall continue to be paid under this extension and shall be prorated accordingly. Janitorial services are the responsibility of the Government under a separate contract independently of this Lease.
6. **PARKING:** Pursuant to this extension and the Replacement Lease, the number of parking spaces covered by this Lease shall be reduced from 796 to a total of 771 unreserved parking spaces. The remaining 25 structured reserved previously part of Lease GS-11B-00111 shall be added to the Replacement Lease at no additional cost to the Government. Effective retroactively as of July 20, 2012, the annual rent for the 771 parking spaces shall be \$2,352,000.00. This annual rent is subject to annual escalations of 3% starting July 20, 2013 and each subsequent year.
7. **RENT RECONCILIATION:** Pursuant to Paragraph 2 of the SF2 for the Replacement Lease, upon substantial completion and acceptance of all phased increments of space, the parties shall establish a Composite Commencement Date for the commencement and expiration of the fifteen (15) year term of the Replacement Lease. Upon establishing the Composite Commencement Date, rent shall be reconciled to account for credit due to, or payments owed by, the Government (as applicable) effective the termination date of this Lease Extension.
8. **RENT WITHHOLD:** Lessor and Government acknowledge that the ninth (9<sup>th</sup>) floor was accepted as substantially complete effective as of July 10, 2012, and that effective as of July 10, 2012, the space under this Lease should have been reduced by 55,694 BRSF / 49,453 ABOA for the 9<sup>th</sup> floor from 551,907 BRSF / 490,059 ABOA to 496,213 BRSF / 440,606 ABOA. The Government is therefore entitled to a credit for the 9<sup>th</sup> floor covering the period from July 10, 2012 through July 19, 2012 in the amount of \$57,568.44 [ $\$57,568.44 = (10 \text{ days}/31 \text{ days}) \times (49,453 \text{ ABOA} \times \$43.30467)/12$ ]. Any real estate tax adjustment covering the period from July 10, 2012 through July 19, 2012 shall be prorated to account for the reduction by the 9<sup>th</sup> floor over this period, using a percentage of occupancy of 10.11%. The Government will continue to pay rent as required pursuant to the terms and conditions of this Lease extension and the Replacement Lease.

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

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution and the actual payment due date. Any amount due thereunder will not accrue interest until that time.

LESSOR  GOV'T 