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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT No. 46 (2006 Parking Esc.) TO LEASE NO. LDC00111 | DATE SEP 25 2006 | | | | | | | | | | | | | | | | | | | | | | | | |
| 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 - INDEPENDENCE SQUARE, L whose address is: WELLS REIT - INDEPENDENCE SQUARE, L 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 7/20/2006 as follows: Issued to reflect the annual 2006 parking escalation provided for in the base lease agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Annual Rent</td> <td style="width: 50%; text-align: right;">\$22,228,430.88</td> </tr> <tr> <td>Operating Rent</td> <td style="text-align: right;">\$4,882,729.89</td> </tr> <tr> <td>Base Rent</td> <td style="text-align: right;">\$17,345,700.99</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Base Rent for Parking</td> <td style="text-align: right;">\$1,616,409.67</td> </tr> <tr> <td>4% Increase</td> <td style="text-align: right;">4%</td> </tr> <tr> <td>2006 Increase for Parking</td> <td style="text-align: right;">\$64,658.39</td> </tr> <tr> <td>New Parking Escalation Base Rent</td> <td style="text-align: right;">\$1,851,068.06</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Annual Rent</td> <td style="text-align: right;">\$22,293,087.27</td> </tr> <tr> <td>Operating Rent</td> <td style="text-align: right;">\$4,882,729.89</td> </tr> <tr> <td>Base Rent</td> <td style="text-align: right;">\$17,410,357.38</td> </tr> </table> | | | Annual Rent | \$22,228,430.88 | Operating Rent | \$4,882,729.89 | Base Rent | \$17,345,700.99 | | | Base Rent for Parking | \$1,616,409.67 | 4% Increase | 4% | 2006 Increase for Parking | \$64,658.39 | New Parking Escalation Base Rent | \$1,851,068.06 | | | Annual Rent | \$22,293,087.27 | Operating Rent | \$4,882,729.89 | Base Rent | \$17,410,357.38 |
| Annual Rent | \$22,228,430.88 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating Rent | \$4,882,729.89 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Base Rent | \$17,345,700.99 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Base Rent for Parking | \$1,616,409.67 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4% Increase | 4% | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2006 Increase for Parking | \$64,658.39 | | | | | | | | | | | | | | | | | | | | | | | | | |
| New Parking Escalation Base Rent | \$1,851,068.06 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Annual Rent | \$22,293,087.27 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating Rent | \$4,882,729.89 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Base Rent | \$17,410,357.38 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Effective 7/20/2006 , the annual rent is increased by \$64,658.39 The new annual rent is \$22,293,087.27 payable at the rate of \$1,857,757.27 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 - INDEPENDENCE SQUARE, L | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BY _____ (Signature) _____ (Title) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IN THE PRESENCE OF | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ (Signature) _____ (Address) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| UNITED STATES OF AMERICA | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BY <u>Lisa Richmond</u> Contracting Officer, GSA, NCR, PBS, DC Service Center (Signature) (Official Title) | | | | | | | | | | | | | | | | | | | | | | | | | | |