

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 42
Page 1 of 2

DATE
JUL 26 2005

TO LEASE NO.
GS-11B-00111

ADDRESS OF PREMISES

300 E Street, SW
Suite 150
Washington, DC 20024

**THIS AGREEMENT, made and entered into this date by and between Wells Reit – Independence Square, LLC
whose address is**

c/o Wells Reit – Independence 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 mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. This Supplemental Lease Agreement is issued to accept 1,685 BOMA usable square feet (BUSF), which equates to 1,939 BOMA rentable square feet (BRSF) of office and related space located in Suite 150 of the above referenced building effective June 1, 2005. This increases the amount of space under lease from 488,374 BUSF to 490,059 BUSF, which equates to an increase from 549,968 BRSF to 551,907 BRSF.
2. Effective June 1, 2005, the annual rental is increased by \$77,152.81 (\$39.79 x 1,939 RSF) from \$21,887,098.45 to \$21,964,251.26 payable monthly, at the rate of \$1,830,354.27 in arrears. Rent for a lesser period shall be prorated.
3. The term of occupancy for the 1,685 BUSF shall be coterminous with the base lease, which expires July 19, 2012.

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

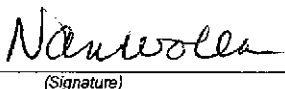
Lessor: Wells Reit – Independence Square, LLC
a Delaware limited liability company

BY


(Signature)

Douglas P. Williams
Executive Vice President
(Typed Name & Title)

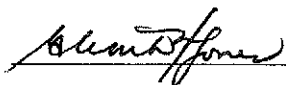
IN THE PRESENCE OF (witnessed by):


(Signature)


6200 The Corners Pkwy
Norcross GA 30092
(Address)

UNITED STATES OF AMERICA:

BY




Contracting Officer, GSA, NCR, PBS, DCSD
(Official Title)

4. For the purpose of operating cost escalations, the base operating cost is hereby increased from \$3,481,297.44 to \$3,490,877.44. As a result of acquiring the 1,685 BUSF of expansion space effective June 1, 2005, the operating cost base for all space under this lease has been aligned and a new Operating Cost Base is established at \$4,680,719.87. Future Operating Cost Escalations (de-escalations) will be calculated using the May 2005 Consumer Price Index (CPI) published by the U.S. Department of Labor. Escalations (de-escalations) will be calculated on the previous year to the current year percentage increases (or decreases).
5. For the purpose of real estate tax adjustments as set forth in paragraph 3.3, "Tax Adjustments" of the Lease, the real estate tax base will remain the same. However, the Government's percentage of occupancy within the building shall be increased from 98.5% to 99%.
6. ~~The Government shall have the same renewal rights for the 1,685 BUSF of expansion space as defined in Paragraph 5 of the base Lease.~~ Operating Cost Escalations have been added and aligned from the base year through calendar year 2005. 

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government.

All other terms and conditions of the lease that are not specifically amended by this SLA shall remain in full force and effect.

INITIALS

Lessor  Gov't 