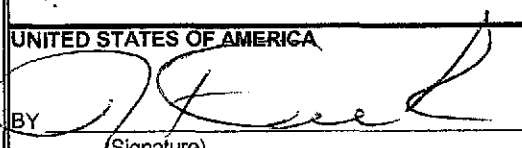


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|---|--|-------------------|-------------------------|------------------|--------------------|-----------|----------------------|--------------------|----------|--|--------------|------------------------------------|--|--------|----------------------|--|--------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT <div style="text-align: right;">No. 37</div> TO LEASE NO. LDC00111 | DATE OCT - 6 2004 | | | | | | | | | | | | | | | |
| ADDRESS OF PREMISES <div style="text-align: center;"> 2 Independence Square 300 E St., SW Washington, DC 20024 </div> | | | | | | | | | | | | | | | | | |
| 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 as follows: | | | | | | | | | | | | | | | | | |
| Issued to reflect the annual real estate tax escalation provided for in the base lease agreement. | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 35%;">COMPARISON YEAR</td> <td style="width: 20%;">2003</td> <td style="width: 45%; text-align: right;">\$3,254,050.24</td> </tr> <tr> <td>BASE YEAR</td> <td>1993</td> <td style="text-align: right;">\$2,534,368.75</td> </tr> <tr> <td>INCREASE</td> <td></td> <td style="text-align: right;">\$719,681.49</td> </tr> <tr> <td>PERCENTAGE OF GOVERNMENT OCCUPANCY</td> <td></td> <td style="text-align: right;">98.50%</td> </tr> <tr> <td>AMOUNT DUE TO LESSOR</td> <td></td> <td style="text-align: right;">\$708,886.27</td> </tr> </table> | | | COMPARISON YEAR | 2003 | \$3,254,050.24 | BASE YEAR | 1993 | \$2,534,368.75 | INCREASE | | \$719,681.49 | PERCENTAGE OF GOVERNMENT OCCUPANCY | | 98.50% | AMOUNT DUE TO LESSOR | | \$708,886.27 |
| COMPARISON YEAR | 2003 | \$3,254,050.24 | | | | | | | | | | | | | | | |
| BASE YEAR | 1993 | \$2,534,368.75 | | | | | | | | | | | | | | | |
| INCREASE | | \$719,681.49 | | | | | | | | | | | | | | | |
| PERCENTAGE OF GOVERNMENT OCCUPANCY | | 98.50% | | | | | | | | | | | | | | | |
| AMOUNT DUE TO LESSOR | | \$708,886.27 | | | | | | | | | | | | | | | |
| The Lessor is entitled to a one-time lump sum payment in the amount of: \$708,886.27 payable with the next rent check. | | | | | | | | | | | | | | | | | |
| Rent checks shall be made payable to : <div style="text-align: center;"> Wells Reit - Independence Square, L 6200 The Corners Parkway Suite 250 Norcross, GA 30092 </div> | | | | | | | | | | | | | | | | | |
| 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: | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"> BY _____ (Signature) </td> <td style="width: 50%;"> _____ (Title) </td> </tr> <tr> <td colspan="2"> IN THE PRESENCE OF </td> </tr> <tr> <td> _____ (Signature) </td> <td> _____ (Address) </td> </tr> </table> | | | BY _____ (Signature) | _____ (Title) | IN THE PRESENCE OF | | _____ (Signature) | _____ (Address) | | | | | | | | | |
| BY _____ (Signature) | _____ (Title) | | | | | | | | | | | | | | | | |
| IN THE PRESENCE OF | | | | | | | | | | | | | | | | | |
| _____ (Signature) | _____ (Address) | | | | | | | | | | | | | | | | |
| UNITED STATES OF AMERICA <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 40%;"> BY  (Signature) </div> <div style="width: 55%; text-align: center;"> Contracting Officer, GSA, NCR, PBS, DC Service Center (Official Title) </div> </div> | | | | | | | | | | | | | | | | | |