

**Supplemental Lease Agreement
Number One**

Lease Number:	GS-02B-23744	Date:	2/2/11
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ADDRESS OF PREMISES: 5000 Corporate Court, Holtsville, NY 11742

THIS AGREEMENT, made and entered into this date by and between **WELLS REIT – HOLTSVILLE, NY, LLC**, a Georgia limited liability company whose address is:

c/o Piedmont Office Realty Trust
11695 Johns Creek Parkway, Suite 350
Johns Creek, Georgia 30097

hereinafter referred to as the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter referred to as the Government:

WHEREAS, the parties entered into that certain Lease dated March 11, 2010 by and between Lessor and the Government with respect to the Premises (the "**Lease**");

WHEREAS, the parties desire to amend the Lease to set forth the Tenant Improvement Allowance pursuant to Paragraph 10 of the Lease and to set forth the manner in which the Government will pay the Tenant Improvement Allowance to the Lessor;

WHEREAS, the cost of the Tenant Improvements shall exceed the Tenant Improvement Allowance as set forth in Paragraph 10 of the Lease, the Government desires to pay the difference between the Tenant Improvement Allowance and the total Tenant Improvement cost by providing a one-time lump sum payment to the Lessor upon substantial completion of the Tenant Improvements by Lessor and acceptance of same by the Government; and

WHEREAS, the Government desires to issue the Tenant Improvement Notice to Proceed to Lessor so that the Lessor may commence the Tenant Improvements in the Premises as set forth in Paragraph 8 of the Lease and in accordance with those certain construction documents prepared by Gensler, and AKF Engineers, on behalf of Piedmont Office Realty Trust, Inc./Wells REIT – Holtsville, NY, LLC, for the US General Services Administration, Internal Revenue Service, issued as of December 16, 2010 (the "**Construction Documents**").

NOW THEREFORE, the parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. Lessor agrees to provide the Government with a TI Allowance of \$600,000.00 which shall be included in the rental consideration payable to Lessor by the Government and amortized over the ten (10) year term of the Lease at a rate of 7.5% per annum (\$0.84 per rentable square foot per annum).
2. The Government will provide Lessor with a one-time lump sum payment in the amount of \$921,141.48 (the "**Lump Sum Payment**") to provide Lessor with payment for the difference between the Tenant Improvement Allowance and the total Tenant Improvement cost of \$1,521,141.48. The Lump Sum Payment shall be payable by the Government to the Lessor upon substantial completion of the Tenant Improvements and acceptance thereof by the Government subsequent to the submission of a proper invoice by the Lessor in accordance with Paragraph 10 of the Lease.
3. Effective upon execution of this Supplemental Lease Agreement by the Government and the Lessor, the Government hereby issues to Lessor the Tenant Improvement Notice to Proceed and authorizes Lessor to proceed with construction of the Premises pursuant to Paragraph 8 of the Lease and in accordance with those certain Construction Documents.
4. All capitalized terms referred to herein and not otherwise defined shall have the meaning attributed to such term in the Lease.

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

(SIGNATURE PAGE TO FOLLOW)

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

Lessor: **WELLS REIT – HOLTSVILLE, NY, LLC,**
a Georgia limited liability company

By: Piedmont Operating Partnership, LP,
a Delaware limited partnership, its sole member

By: Piedmont Office Realty Trust, Inc.,
a Maryland corporation, its sole General Partner

[Redacted Signature]

SVP
(Title)

In Presence of :

[Redacted Signature]

11695 Johns Creek Pkwy. / Suite 350 / Johns Creek GA 30097
(Address)

General Services Administration, Public Buildings Service

[Redacted Signature]

Contracting Office
(Title)