



Supplemental Lease Agreement
Number Three (3)

Lease Number: GS-02B-23744 Date: AUGUST 1, 2011

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 Government with respect to the Premises as amended by Supplemental Lease Agreement (the "SLA") Number ("No.") One (1) dated February 2, 2011 and SLA No. Two (2) dated May 13, 2011 (collectively, the "Lease");

WHEREAS, the parties hereto desire to establish the Commencement Date of the Lease with respect to the Substantial Completion of Tenant Improvements (the "TIs") in accordance with the Construction Documents;

WHEREAS, the Lease established the total cost of TIs to be \$1,521,141.48 (the "Cost of TIs");

WHEREAS, the parties hereto agree to certain modifications of the Scope of Work ("Exhibit 'B' of SLA no. 3"), attached hereto and made a part hereof, with respect to the Construction Documents;

WHEREAS, such modifications increase the Cost of TIs to \$1,536,284.20;

WHEREAS, the parties hereto agree that the Government will remit the cost of TIs exceeding \$600,000.00 via a one-time lump sum payment pursuant to the Lease;

WHEREAS, the parties hereto desire to amend the Lease to provide the list of outstanding punch-list items ("Exhibit 'A' of SLA no. 3"), attached hereto and made a part hereof, to be completed by Lessor within the time period set forth herein;

WHEREAS, the parties hereto desire to amend the Lease to establish the base year for real estate tax adjustments pursuant to the Lease.

WHEREAS, the parties hereto desire to amend the Lease to provide the Commission Credit with respect to the Commencement Date of the Lease.

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

SEE ATTACHED PAGES

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

(SIGNATURE PAGE TO FOLLOW)

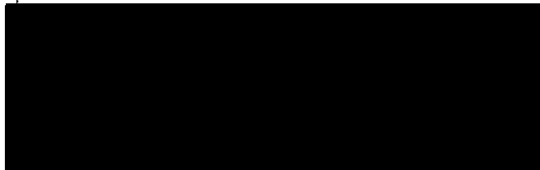
Handwritten signature: JLU/ACT

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

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

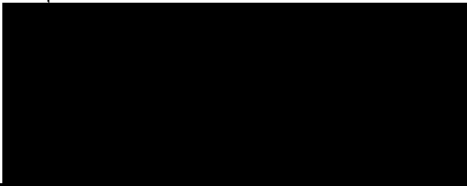
By: Piedmont Operating Partnership, LP,
a Delaware limited partnership, its sole member

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



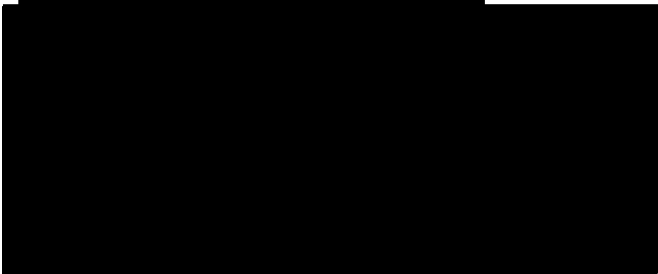
SVP

(Title)



*11695 Johns Creek Parkway
Johns Creek, GA 30097*

(Address)



Administration, Public Buildings Service

Lease Contracting Officer

(Title)



SUPPLEMENTAL LEASE AGREEMENT NUMBER THREE TO LEASE GS-02B-23744

1. The Government hereby agrees that Lessor has substantially completed TI work on June 8, 2011 in accordance with the Construction Documents with the exception of certain items depicted in **Exhibit 'A' of SLA no. 3**.
2. The parties hereto agree that the term of the **Lease** shall commence on June 9, 2011 (the "**Commencement Date**") and extend for ten (10) years through June 8, 2021 at total annual rental of **\$2,625,562.55** for years one (1) through five (5) and **\$3,019,151.52** for years six (6) through ten (10) as adjusted pursuant to Section 4.3 of the **Lease**. Such annual rental is based upon and includes the base cost of services defined in Paragraph 13 of the same with the exception of certain provisions specified within this Paragraph. Pursuant to Paragraph 11 of the Lease, June 9, 2011 through December 8, 2011 will be free of rent and the period represented by December 9, 2011 through March 8, 2012 will be subject to the rental rates in Paragraph 8 of this SLA.
3. The Lessor agrees that all items within **Exhibit 'A' of SLA no. 3** shall be corrected within sixty (60) business days from the date this SLA is executed with the exception of the carpeting of the demised Premises referenced in Exhibit "A-1" of the Lease ("**Second Floor Space**"). Carpeting of the **Second Floor Space** pursuant to Section 7.13, A., 4. of the Lease shall be completed within two-hundred and forty (240) business days from the **Commencement Date**.
4. The Government hereby accepts the pricing associated with **Exhibit 'B' of SLA no. 3** and agrees to remit the total net costs represented therein in addition to the **Cost of TIs** referenced in SLA no. 1 with the exception of certain provisions within this paragraph. Such work shall be completed within the time period provided to complete the work within **Exhibit 'A' of SLA no. 3**.
5. The Government will provide Lessor with a one-time lump sum payment in the amount of **\$936,284.20** (the "**Lump Sum Payment**") to provide Lessor with payment for the difference between the total Tenant Improvement cost of **\$1,536,284.20**, which represents the Cost of TIs plus the net cost of work represented in **Exhibit 'B' of SLA no. 3**, and the Tenant Improvement Allowance of **\$600,000.00** provided in the Lease (the "**TIA**"). The Lump Sum Payment shall be payable by the Government to the Lessor upon substantial completion of work represented in **Exhibit 'B' of SLA no. 3**, acceptance thereof by the Government subsequent to the submission of a proper invoice by Lessor in accordance with Paragraph 6 of this SLA. The TIA is amortized over the ten (10) year term, at an interest rate of 7.5% payable monthly, and is included in the total annual rental represented in Paragraph 2 of this SLA.
6. Upon inspection and acceptance by the Government of the work represented in **Exhibit "B" of SLA no. 3** as substantially completed, the following information should be submitted on an invoice printed on Lessor's letterhead in order to process the **Lump Sum Payment**:

Invoice Number: Include a unique invoice number on each invoice submitted for payment;
Remit to name and address: Please include your address on the invoice;
Cite PS number on Invoice: PS0020019;
Invoicing Instructions: Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. If you are unable to process the invoices electronically, you may mail the invoices to the following address:

**GSA, Greater Southwest Finance Center (7BCP)
 PO Box 17181
 Fort Worth, Texas 76102**

7. The base year for Real Estate Tax Adjustments at the percentage of Government occupancy referenced in Paragraph 12 of the Lease is hereby established to be the calendar year represented by the period covering June, 2011 through May, 2012. Lessor shall submit proper proof of payment of all real estate taxes associated with this property pursuant to Section 4.2 of the Lease.
8. Pursuant to Paragraph 21 of the Lease, the Commission Credit is hereby established to be [REDACTED] payable as follows:
 - a. The period covering December 9, 2011 through January 8, 2012, whose monthly rental payment is \$218,796.87 of which \$103,370.19 is shell rent, minus Commission Credit of [REDACTED] equals [REDACTED] for such period;
 - b. The period covering January 9, 2012 through February 8, 2012, whose monthly rental payment is \$218,796.87 of which \$103,370.19 is shell rent, minus Commission Credit of [REDACTED] equals [REDACTED] for such period;
 - c. The period covering February 9, 2012 through March 8, 2012, whose monthly rental payment is \$218,796.87 of which \$103,370.19 is shell rent, minus Commission Credit of [REDACTED] equals [REDACTED] for such period;
9. All capitalized terms referred to herein and not otherwise defined shall have the meaning attributed to such term in the Lease.

LESSOR: HW & GOVERNMENT: ACT