

FIRST LEASE AMENDMENT

This First Lease Amendment (the "First Amendment") is made and entered into this 12 day of April, 2007, by and between **WELLS OPERATING PARTNERSHIP, L.P.** ("Landlord") and **HYDROGEOLOGIC, INC.** ("Tenant").

WHEREAS, Landlord and Tenant entered into a Deed of Lease dated March 14, 2007 (the "Lease"), under which Tenant leased approximately 27,620 rentable square feet of space on the third and fourth floors (the "Premises") in the office building located at 11107 Sunset Hills Road, Reston, Virginia (the "Building"); and

WHEREAS, the Tenant's final space plan indicates that the Premises actually contains approximately 26,474 rentable square feet of space; and

WHEREAS, Landlord and Tenant wish, among other matters, to amend the Lease to reflect the revised rentable square feet within the Premises, all on the terms hereinafter contained.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Lease Sections Modified.**

a. Section 1.2 (Base Rent) of the Lease is hereby deleted and replaced with the following:

"1.2 Base Rent: the annual amount payable as set forth in the following table:

<u>Lease Year</u>	<u>Monthly Installment</u>	<u>Annual Installment*</u>
1	\$56,808.79	\$681,705.50
2	\$58,513.06	\$702,156.66
3	\$60,268.45	\$723,221.36
4	\$62,076.50	\$744,918.01
5	\$63,938.80	\$767,265.55
6	\$65,856.96	\$790,283.51
7	\$67,832.67	\$813,992.02
8	\$69,867.65	\$838,411.78
9	\$71,963.68	\$863,564.13
10	\$74,122.59	\$889,471.06
11	\$76,346.27	\$916,155.19
12	\$78,636.65	\$943,639.84

*Based on twelve (12) full calendar months."

BOR

b. Section 1.19 (Permit Allotment), is revised to state a total of Eighty-five (85) monthly parking permits, in lieu of Eighty-eight (88) monthly parking permits.

c. Section 1.20 (Premises), is revised to state approximately Twenty-six Thousand Four Hundred Seventy-four (26,474) square feet of rentable area, in lieu of Twenty-seven Thousand Six Hundred Twenty (27,620).

d. Section 1.26 (Tenant's Proportionate Share), is revised to state 26.42%, in lieu of 27.28%.

2. **Brokerage.** Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this First Amendment, other than Jones Lang LaSalle Americas, Inc. and Newmark of Washington DC, LLC, and Tenant agrees to indemnify Landlord against all costs, expenses, attorneys' fees or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through or under Tenant.

3. **Defined Terms.** Except as otherwise expressly provided herein, all defined terms shall have the same meanings as provided in the Lease.

4. **Headings.** Headings contained in this First Amendment are for convenience only and are not substantive to the provisions of this First Amendment.

5. **Lease Terms Ratified.** Except as otherwise expressly provided herein, and unless inconsistent with the terms hereof, all other terms, conditions and covenants of the Lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this First Amendment by affixing their hands and seals as of the date noted above.

WITNESS/ATTEST:

LANDLORD:

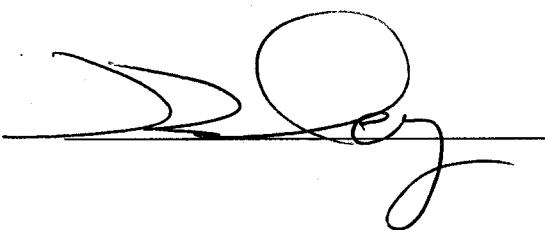
WELLS OPERATING PARTNERSHIP,
L.P., a Delaware limited partnership

By: Wells Real Estate Investment Trust, Inc.,
a Maryland corporation, its general
partner

By:  [SEAL]


Name: Donald A. Miller

Title: President



BOR

WITNESS/ATTEST:

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TENANT:

HYDROGEOLOGIC, INC., a Delaware
corporation

By:  [SEAL]

Name: Bruce D. Rappaport

Title: Vice President