

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (the "Third Amendment") is made and entered into as of this 27th day of September, 2011 by and between **PIEDMONT OPERATING PARTNERSHIP, LP**, a Delaware limited partnership ("Landlord") and **INTERNATIONAL BUSINESS MACHINES CORPORATION**, a New York corporation ("Tenant").

WHEREAS, Sunset Hills, LLC ("Sunset Hills"), as landlord, and Tenant entered into a Lease dated February 1, 2002; and Wells Operating Partnership, L.P. ("Wells"), as successor in interest to Sunset Hills, and Tenant entered into a First Amendment to Lease dated December 8, 2005 and a Second Amendment to Lease dated April 30, 2006 (collectively, the "Lease"), under which Tenant leased approximately 22,329 rentable square feet of space on the fifth and sixth floors (the "Premises") in the office building located at 11107 Sunset Hills Road, Reston, Virginia (the "Building"); and

WHEREAS, Landlord thereafter succeeded to the interest of Wells in the Building and the Lease; and

WHEREAS, the Lease is scheduled to expire on April 30, 2012 (the "Lease Expiration Date"); and

WHEREAS, the Premises has been remeasured pursuant to the BOMA Standard Method of Measurement for Office Buildings and contains 22,639 rentable square feet of space; and

WHEREAS, Landlord and Tenant wish, among other matters, to amend the Lease to extend the Lease Term and to correct the references to the 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. **Extension Term.** The "Extension Term" for the Premises shall commence on May 1, 2012 (the "Extension Term Commencement Date") and shall expire on April 30, 2017.

2. **Remeasurement of Rentable Square Feet in Premises.** Effective as of the Extension Term Commencement Date, all references in the Lease to the rentable square feet of the Premises shall mean 22,639.

3. **Fixed Rent Payable During Extension Term.** Effective as of the Extension Term Commencement Date, Tenant shall pay Landlord Annual Fixed Rent for the Leased Premises at an initial rate of Twenty-four and 50/100 Dollars (\$24.50) per rentable square foot of space, in legal tender, at Landlord's office, an annual sum of Five Hundred Fifty-Four Thousand Six Hundred Fifty-five and 50/100 Dollars (\$554,655.50), payable in equal

monthly installments of Forty-Six Thousand Two Hundred Twenty-one and 29/100 Dollars (\$46,221.29), in advance, promptly on the first day of each calendar month of the Extension Term, without notice or demand, the same being hereby waived, and without any setoff, deduction, or recoupment whatsoever. Tenant may make all Fixed Rent, Additional Rent and other payments due and owing by Tenant under this Lease by wire transfer to Landlord's account at Wells Fargo, ABA 121000248; Acct. Name – Piedmont Operating Partnership, LP; Acct. No. 4123725509. Each party, at its own expense, will provide and maintain, itself or through a third party, the equipment, software, and services necessary to effectively and reliably send and receive these payments by wire transfers.

4. **Escalation in Fixed Rent During Extension Term.** The Fixed Rent shall be increased on May 1, 2013 and on each May 1st thereafter during the Extension Term by an amount equal to three percent (3%) of the escalated Fixed Rent then in effect, payable as follows:

Period	Annual Fixed Rent Per Sq. Ft.	Monthly Fixed Rent	Annual Fixed Rent
05/01/12 – 04/30/13	\$24.50	\$46,221.29	\$554,655.50
05/01/13 – 04/30/14	\$25.24	\$47,617.36	\$571,408.36
05/01/14 – 04/30/15	\$26.00	\$49,051.17	\$588,614.00
05/01/15 – 04/30/16	\$26.78	\$50,522.70	\$606,272.42
05/01/16 – 04/30/17	\$27.58	\$52,031.97	\$624,383.62

5. **Operating Expense and Real Estate Tax Increases Payable During Extension Term.** Tenant shall continue to pay Tenant's Share of increased Operating Expenses and Tenant's Share of increased Real Estate Taxes (the "Additional Rent") in accordance with the provisions of Article Four of the Lease through the Lease Expiration Date. Tenant shall not be required to pay the Additional Rent from the Extension Term Commencement Date through December 31, 2012. Commencing January 1, 2013, Tenant shall pay the Additional Rent in accordance with the provisions of Article Four of the Lease, except that the Operating Expense Base Year and the Real Estate Tax Base Year shall both be calendar year 2012 and Tenant's Share shall be 22.45%.

6. **Condition of Premises.**

(a) Tenant agrees to accept the Premises in its "as is" condition as of the Extension Term Commencement Date; provided, however, that Landlord, commencing on the Extension Term Commencement Date shall make available to Tenant an amount up to Two Hundred Twenty-Six Thousand Three Hundred Ninety and 00/100 Dollars (\$226,390.00) (the "Improvement Allowance"), which Improvement Allowance shall be used for the costs of the improvements to the Premises and from which Tenant shall be charged (i) a construction supervision fee of one percent (1%) of the total costs of the improvements to the Premises if Tenant performs the construction; or (ii) a construction management fee of five percent (5%) if Landlord performs the construction.

(b) If Tenant performs the improvements to the Premises, the provisions of Section 6(a) and this Section 6(b) shall apply. Tenant may select the general contractor to perform the improvements to the Premises, subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall perform all of the improvements to the Premises in a good and workmanlike manner in accordance with, and subject to, the provisions of Article Ten of the Lease ("Alterations and Improvements") and any other applicable provisions of the Lease. Provided that no default by Tenant exists under the Lease, beyond any applicable cure period, Landlord shall reimburse Tenant from the Improvement Allowance for the cost of improvements made to the Premises, so long as such reimbursement (plus Landlord's construction supervision fee) shall not exceed, in the aggregate, the Improvement Allowance. The Improvement Allowance shall be available to Tenant in monthly installments upon timely submission of Tenant's statement ("Statement") with all required lien waivers as provided below as construction of the improvements to the Premises progresses and Tenant incurs expenses toward which the Improvement Allowance may be applied. Each Statement delivered by Tenant shall show, in reasonable detail, all costs incurred and shall be accompanied by copies of invoices from the general contractor, for which reimbursement is sought, and a lien waiver, from each contractor and subcontractor whose contract has an aggregate value equal to or greater than \$2,500.00, certifying that all payments then due such contractor or architect have been processed, except the amounts then being requisitioned. All contract documents and requisitions submitted by Tenant for reimbursement from the Improvement Allowance relating to construction shall be in the then current AIA format. Disbursement shall be made from the Improvement Allowance on or before thirty (30) days after Landlord receives Tenant's complete and correct Statements with all required supporting documentation. Tenant shall forfeit any right it may have to any portion of the Improvement Allowance for which a Statement (with all other required documentation) has not been delivered to Landlord on or before April 30, 2013.

(c) If Landlord performs the improvements to the Premises, the provisions of Section 6(a) and this Section 6(c) shall apply. Landlord shall perform all improvements and modifications in the Premises, but only after Tenant has complied with the provisions of Article Ten of the Lease. Landlord shall credit Tenant from the Improvement Allowance for the cost of improvements made to the Premises provided that (i) no default by Tenant exists under the Lease, beyond any applicable cure period and (ii) such credit (plus Landlord's construction management fee) shall not exceed, in the aggregate, the Improvement Allowance. Any costs in excess of the Improvement Allowance shall be paid by Tenant within ten (10) days after receipt of an invoice therefore from Landlord and shall be considered Additional Rent under the terms of the Lease. Tenant shall forfeit any right it may have to any portion of the Improvement Allowance which is not used by Tenant as herein provided by April 30, 2013.

7. **Termination Option.** Tenant shall have the right to terminate the Lease for either (1) the entire Premises, or (2) that portion of the Premises located on the sixth (6th) floor of the Building, on April 30, 2015, provided: (a) Tenant is not in default under the Lease beyond any applicable cure period from time it delivers its notice exercising such option until the proposed termination date; (b) Tenant delivers a written notice to Landlord of its intention to terminate no later than April 30, 2014, time being of the essence; and (c) Tenant delivers to Landlord, with the notice provided in (b), a payment in the amount of (i) Two Hundred

Thousand Two Hundred Fifty-four and 00/100 Dollars (\$200,254.00) for termination of the entire Premises; or (ii) Seventy-Five Thousand Six Hundred Thirty-two and 00/100 Dollars (\$75,632.00) for termination of the sixth (6th) floor portion of the Premises solely.

8. **Brokers.** Tenant and Landlord each warrants to the other that it has had no dealings with any agent or broker in connection with the negotiation or execution of this Third Amendment and each agrees to indemnify the other against all costs, expenses, attorney's fees or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through or under the indemnifying party.

9. **Lease Terms Modified or Deleted.** Effective as of the date of the full execution of this Third Amendment by both parties, the following provisions of the Lease are amended or deleted:

(a) Section 4.01 ("Fixed Rent") is modified to provide the following for Landlord's address for payments:

"Piedmont Operating Partnership, LP
c/o Wells Operating Partnership, LP/Wells OP – Reston
14363 Collection Center Drive
Chicago, IL 60693"

(b) Article XVIII of the Lease ("Notices") is modified to provide the following for Landlord's address for notices:

"Piedmont Operating Partnership, LP
c/o Piedmont Office Realty Trust, Inc.
11695 Johns Creek Parkway, Suite 350
Johns Creek, GA 30097
Attention: Asset Manager of East Region."

(c) The following provisions of the Lease are deleted in their entirety: Section 3.02 ("Extended Term") and Section 3.03 ("Early Termination").

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

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

12. **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 and shall apply to the Extension Term. Tenant certifies to Landlord that the Lease is in full force and effect, that Landlord is not in default or breach of any of Landlord's obligations under the Lease, and that Tenant is unaware of any condition or

circumstance which, but for the passage of time or delivery of notice, would constitute a Landlord default under the Lease.

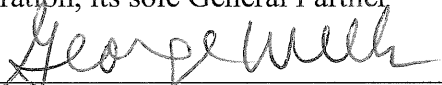
[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:


PIEDMONT OPERATING PARTNERSHIP, LP,
a Delaware limited partnership

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

By: 
Name: George M. Wells
Title: Senior Vice President

TENANT:

**INTERNATIONAL BUSINESS MACHINES
CORPORATION,** a New York corporation

By: 
Name: D.R. Buchanan
Its: Sr. Program Mgr.