

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the "Second Amendment") is made and entered into as of the 30th day of April, 2006, by and between **WELLS OPERATING PARTNERSHIP, L.P.** ("Landlord") and **INTERNATIONAL BUSINESS MACHINES CORPORATION** ("Tenant").

WHEREAS, Sunset Hills, LLC, as landlord, and Tenant entered in a Lease dated February 1, 2002, under which Tenant leased approximately 99,794 square feet of rentable area (the "Leased Premises") consisting of the entire office building (floors one through six) located at 11107 Sunset Hills Road, Reston, Virginia, known as Sunset Corporate Plaza I (the "Building"); and

WHEREAS, Landlord has succeeded to the ownership interest of Sunset Hills LLC in the Building; and

WHEREAS, Landlord and Tenant entered into a First Amendment to Lease dated December 8, 2005, which reflected the agreement of the parties with respect to the calculation of certain Operating Expenses (the Lease and the First Amendment to Lease are collectively referred to herein as the "Lease"); and

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

WHEREAS, the parties wish to amend the Lease, *inter alia*, to reduce the size of the Leased Premises, all on the terms and conditions contained herein.

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. **Partial Termination of Leased Premises.** As of the date of this Second Amendment, Section 3.03 of the Lease (Early Termination) is deleted in its entirety and replaced with the following:

Section 3.03. EARLY TERMINATION. (a) Tenant agrees to vacate floors one (1) through four (4) of the Leased Premises, containing approximately 77,465 rentable square feet of space (the "Terminated Leased Premises") in accordance with its obligations under the Lease on or before the earlier of (i) the commencement date(s) for any leases which Landlord may enter into with third-party tenants for all or a portion of the Terminated Leased Premises, or (ii) April 30, 2007 (the "Effective Date"). In the event a new tenant leases a portion of the Terminated Leased Premises prior to April 30, 2007 (in which event there will be more than one Effective Date), that Effective Date shall apply only to the newly leased portion of the Terminated Leased Premises. As of the Effective Date for all or each portion of the Terminated Leased Premises newly leased, neither Landlord nor Tenant hereto shall have any further claim against the other by reason of said Lease as to the respective Terminated Leased Premises (if less than all), except (a) as otherwise expressly provided herein; (b) for the holdover provisions of the Lease, which shall become effective if Tenant has not fully vacated the Terminated Leased Premises on or before the Effective Date or Dates; and (c) for any obligation in the Lease which one party may have to the other to

defend, indemnify or hold harmless the other; provided, however, that all obligations of the Landlord and the Tenant incurred pursuant to the Lease for the Terminated Leased Premises prior to the Effective Date and not as yet performed, shall continue in full force and effect until fully performed by the responsible party. Notwithstanding the foregoing, as of the date of this Second Amendment, Tenant grants Landlord the right to access the Terminated Leased Premises for all purposes, including, but not limited to, marketing, leasing and constructing tenant improvements in same, and Landlord's indemnity as set forth in Article 22 of the Lease shall apply to such access.

(b) As of May 1, 2007, all references in the Lease to the "Leased Premises" shall mean floors five (5) and six (6) of the Building, containing approximately 22,329 rentable square feet.

2. **Interim Leasing of Terminated Leased Premises.** In the event Landlord enters into any leases for all or any portion of the Terminated Leased Premises the term of which commences prior to April 30, 2007, Tenant agrees to pay its pro-rata share of Landlord's leasing costs (*i.e.*, tenant improvements, Broker's commissions, attorney's fees, and any concessions) for that portion of the Terminated Leased Premises so leased. Tenant's pro-rata share of such costs shall be determined by multiplying the total of such costs by a fraction, the numerator of which shall be the number of months between the lease's rent commencement date and May, 2007, and the denominator of which shall be the total number of months in such new lease's term.

3. **Rent for Leased Premises.** Tenant shall continue to pay Landlord Fixed Rent for the Leased Premises (including the Terminated Leased Premises) until April 30, 2007 at the Annual Rent Per Square Foot rate set forth in Article Four of the Lease (as reduced by any base rent which Landlord receives from a new tenant prior to April 30, 2007, for any portion of the Terminated Leased Premises). As of May 1, 2007, Tenant shall be responsible for Fixed Rent for the reduced Leased Premises, payable as follows:

Period	Monthly Fixed Rent	Annual Fixed Rent
5/1/07-4/30/08	\$85,887.88	\$1,030,654.56
5/1/08-4/30/09	\$87,395.09	\$1,048,741.08
5/1/09-4/30/10	\$88,939.51	\$1,067,274.12
5/1/10-4/30/11	\$90,539.75	\$1,086,477.00
5/1/11-4/30/12	\$92,177.21	\$1,106,126.52

4. **Operating Expense and Real Estate Tax Increases for Leased Premises.** Until April 30, 2007, Tenant shall continue to pay Operating Expenses and Real Estate Taxes for the Leased Premises, in accordance with the provisions of Article Four of the Lease (as reduced by any Operating Expenses and Real Estate Taxes which Landlord receives from a new tenant prior to April 30, 2007, for any portion of the Terminated Leased Premises). As of May 1, 2007, Tenant's Share shall be 22.38% (*i.e.*, 22,329/99,794).

5. **Lease Sections Amended.** As of the date of this Second Amendment, the following provisions of the Lease are deleted in their entirety (or are modified as noted) and shall not apply to the Leased Premises:

(a) Section 3.02 – Extended Term shall apply to the reduced Leased Premises and is modified to reflect that the Fixed Rent for the Extended Term shall be one hundred percent (100%) of the then current FMR;

(b) Section 5.01 – Construction;

(c) Sections 7.01(a)(i) and (ii) – Parking, are modified to reflect Tenant's Share of the Building's parking spaces for the reduced Leased Premises (*i.e.*, 66 spaces in the parking garage and 6 surface spaces). The remainder of subparagraph (a) and subparagraph (b) are deleted.

(d) Section 11.02 – Directory Board – is modified to reflect that Tenant shall be limited to Tenant's Share of strips;

(e) Section 11.03 – Project Sign and Name;

(f) Article Thirteen – First Offer – Additional Space;

(g) Exhibit B-2 – Cancellation Agreement; and

(h) Exhibit E-1 – Adjacent Lot Agreement.

6. **Roof Rights.** As of the date of this Second Amendment, Article Seventeen the Lease (Antenna) is deleted in its entirety and replaced with the following:

ARTICLE SEVENTEEN

ANTENNA

Section 17.01 Subject to the satisfaction, in Landlord's reasonable judgment, of all of the conditions set forth in this Article, Tenant, at Tenant's sole cost and expense, may install and once installed shall maintain a microwave, satellite or other antenna communications system (the "Satellite Dish") on the roof of the Building for use in connection with Tenant's business in the Leased Premises. Notwithstanding anything in this Article to the contrary, Tenant shall not be permitted to install the Satellite Dish unless (i) Landlord, at Tenant's expense, determines that Tenant has not exceeded Tenant's Share of the room on the roof of the Building available for communications systems, and that Tenant's Satellite Dish shall not interfere with any other satellite dish or antenna of any other tenant in the Building on the roof prior to Tenant's Satellite Dish, (ii) such Satellite Dish conforms to the specifications and requirements set forth in the drawings and specifications prepared by a licensed professional (the "Satellite Dish Drawings"), which Satellite Dish Drawings shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed, (iii) Landlord approves, which approval shall not be unreasonably withheld conditioned or delayed, the size, capacity, power, location and proposed placement and method of installation of such Satellite Dish, and (iv) Tenant obtains, at its sole cost and expense, and provides copies to Landlord of all necessary governmental permits and approvals, including, without limitation, special exception permits, if applicable, for the installation of the Satellite Dish equipment upon the Building. Tenant, at Landlord's direction, shall cause the

Satellite Dish to be painted in a nonmetallic paint. In addition, if the installation of the Satellite Dish on the roof of the Building would penetrate the roof of the Building, then Tenant shall not be permitted to install the Satellite Dish unless Tenant warrants and guaranties the roof to the extent that Landlord will lose its existing roof warranty or guaranty and unless Landlord approves, in writing, any such effect on the Building's structure or service systems or any such structural alteration, which approval may be granted or withheld by Landlord in its sole discretion. The Satellite Dish shall be installed by a contractor reasonably acceptable to both Landlord and Tenant and thereafter shall be properly maintained by Tenant, all at Tenant's sole expense. At the expiration or earlier termination of the Term, the Satellite Dish shall be removed from the roof of the Building at Tenant's sole cost and expense and that portion of the roof of the Building that has been affected by the Satellite Dish shall be returned to the condition it was in prior to the installation of the Satellite Dish. Tenant shall pay all subscription fees, usage charges and hookup and disconnection fees associated with Tenant's use of the Satellite Dish and Landlord shall have no liability therefor. All of the provisions of this Lease, including, without limitation, the insurance, maintenance, repair, release and indemnification provisions shall apply and be applicable to Tenant's installation, operation, maintenance and removal of the Satellite Dish.

17.02 Except as shown on the Satellite Dish Drawings, as reasonably approved by Landlord, Tenant shall not make any modification to the design, structure or systems of the Building, required in connection with the installation of the Satellite Dish without Landlord's prior written approval of such modification and the plans therefor, which approval may be granted, conditioned or withheld by Landlord in its sole but reasonable discretion. The preceding sentence notwithstanding, Landlord acknowledges and agrees that Tenant may use the conduits connecting the Leased Premises to the roof of the Building in conjunction with the installation of the Satellite Dish on the roof of the Building and the connection of the Satellite Dish to the Leased Premises for use in Tenant's business. Tenant agrees that, in addition to any indemnification provided Landlord in this Lease, Tenant shall defend, indemnify and shall hold Landlord and its employees, partners, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses (including attorney's fees and any costs of litigation if Tenant fails or refuses to defend) suffered by or claimed against Landlord, based on, arising out of or resulting from Tenant's misuse of the Satellite Dish and/or the conduits to connect the Leased Premises to the Satellite Dish.

17.03 Tenant, at its sole cost and expense, shall secure all necessary permits and approvals from all applicable governmental agencies with respect to the size, placement and installation of the Satellite Dish. In the event Tenant is unable to obtain the necessary approvals and permits from any applicable federal, state, county or other local governing authorities for the Satellite Dish, Tenant shall have no remedy, claim, cause of action or recourse against Landlord, nor shall such failure or inability to obtain any necessary permits or approvals provide Tenant the opportunity to terminate this Lease.

17.04 Landlord makes no representations or warranties concurring the suitability of the roof of the Building for the installation operation, maintenance and repair of the Satellite Dish, Tenant having satisfied itself concerning such matters.

17.05 Tenant shall not have access to the Satellite Dish without Landlord's prior written consent, which consent shall be granted to the extent necessary for Tenant to perform its maintenance obligations hereunder only and only if Tenant is accompanied by Landlord's

representative (if Landlord so requests). Any such access by Tenant shall be subject to reasonable rules and regulations relating thereto established from time to time by Landlord, including without limitation rules and regulations prohibiting such access unless Tenant is accompanied by Landlord's representative.

17.06 Upon at least ten (10) days' prior written notice to Tenant, Landlord shall have the right to require Tenant to relocate the Satellite Dish, if in Landlord's opinion such relocation is necessary or desirable. Any such relocation shall be performed by Tenant at Landlord's expense, and in accordance with all of the requirements of this Section. Nothing in this Section shall be construed as granting Tenant any line of sight easement with respect to such satellite dish; provided, however, that if Landlord requires that such Satellite Dish be relocated in accordance with the preceding two (2) sentences, then Landlord shall use reasonable efforts to provide either (a) the same line of sight for such Satellite Dish as was available prior to such relocation, or (b) a line of sight for such Satellite Dish which is functionally equivalent to that available prior to such relocation.

17.07 It is expressly understood that by granting Tenant the right hereunder, Landlord makes no representation as to the legality of such Satellite Dish or its installation. In the event that any federal, state, county, regulatory or other authority with jurisdiction over the Building requires the removal or relocation of such Satellite Dish, Tenant shall remove or relocate such Satellite Dish at Tenant's sole cost and expense, and Landlord shall under no circumstances be liable to Tenant therefor.

17.08 The Satellite Dish may be used by Tenant only in the conduct of Tenant's business in the Leased Premises. No assignee or subtenant shall have any rights pursuant to this Article.

17.09 Tenant shall maintain such insurance as is appropriate with respect to the installation, operation and maintenance of the Satellite Dish. Landlord shall have no liability on account of any damage to or interference with the operation of the Satellite Dish except for physical damage caused by Landlord's or Landlord's agents, employees, contractors and invitees negligence or misconduct and Landlord expressly makes no representations or warranties with respect to the capacity for a Satellite Dish placed on the roof of the Building to receive or transmit signals. The operation of the Satellite Dish shall be at Tenant's sole and absolute risk. Tenant shall in no event interfere with the use of any other communications equipment located on the roof of the Building prior to the installation of Tenant's Satellite Dish.

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

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

9. **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.

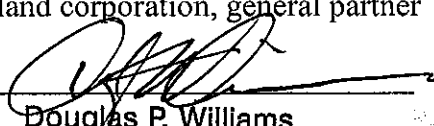
IN WITNESS WHEREOF, the parties have executed this Second Amendment by affixing their hands and seals as of the date noted above.

Landlord:

WITNESS/ATTEST:

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

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

By: 
Name: Douglas P. Williams
Title: Executive Vice President

Tenant:

WITNESS/ATTEST:

International Business Machines Corporation, a
New York corporation

By: _____ [SEAL]
Name:
Title:

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WELLS OPERATING PARTNERSHIP, L.P.,
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By: Wells Real Estate Investment Trust, Inc.,
a Maryland corporation, general partner

By: _____
Name: _____
Title: _____

Tenant:

WITNESS/ATTEST:

International Business Machines Corporation, a
New York corporation

Sally J. Maxwell

By: *D.R. Buchanan* [SEAL]
Name: *D.R. Buchanan*
Title: *Sr. Program Manager*