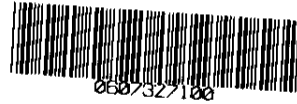


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Doc#: 0607327100 Fee: \$44.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/14/2006 12:54 PM Pg: 1 of 11

RECORDING REQUESTED
BY AND WHEN
RECORDED RETURN TO:

Gregory P.L. Pierce, Esq.
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

ASSIGNMENT OF LEASES

DEFINED TERMS

Execution Date: March 8, 2006

Loan: A first mortgage loan in an amount of \$ 40,300,000.00
from Assignee to Assignor

Assignor & Address: Wells REIT-Windy Point II, LLC,
a Delaware limited liability company
6200 The Corners Parkway
Norcross, Georgia 30092

Assignee & Address:
Metropolitan Life Insurance Company
10 Park Avenue
Morristown, New Jersey 07962
Attention: Senior Vice-President
Real Estate Investments

And

Metropolitan Life Insurance Company
2021 Spring Road, Suite 100
Oak Brook, IL 60523
Attention: Officer In Charge

Note: A Promissory Note executed by Assignor in favor of Assignee in the amount of the
Loan dated as of March 8, 2006

Mortgage: A Mortgage, Security Agreement and Fixture Filing dated as of March 8, 2006,
executed by Assignor to Assignee securing repayment of the Note. The Mortgage will be
recorded in the records of the County in which the Property is located.

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THIS ASSIGNMENT OF LEASES ("Agreement") is entered into by Assignor as of the Execution Date in favor of Assignee and affects the Property as hereinafter described in Exhibit A. Certain terms used in this Agreement are defined in the Defined Terms on page 1.

RECITALS

A. Assignee has loaned or will loan to Assignor the Loan which is evidenced by the Note and includes all extensions, renewals, modifications and amendments. The payment of the Note is secured by the Mortgage which encumbers Assignor's interest in the real property described in Exhibit A attached to this Agreement (the "Land") and Assignor's interest in the improvements and personal property and equipment situated on the Land (the "Improvements") (collectively, the "Property"); and

B. Assignor desires to absolutely, presently and unconditionally assign to Assignee all of its right, title and interest in and to (i) all leases which now exist that are described in Exhibit B attached to this Agreement, (ii) all leases entered into after the date of this Agreement, (iii) all lease extensions, modifications, amendments, expansions and renewals of the leases described in (i) and (ii), and (iv) all guarantees of lessees' obligations and extensions, modifications, amendments and renewals of any guarantees of any of the leases. The documents described in this Recital B are collectively referred to as the "Leases").

In consideration of the Recitals and for good and valuable consideration, Assignor agrees with Assignee and its successors and assigns as follows:

1. Payment of Note. Assignor desires to secure (a) the timely payment of the principal of and interest on the Note and the Other Notes (as defined in the Mortgage) and all other indebtedness secured by the Mortgage and the Other Mortgages (as defined in the Mortgage); and (b) the full compliance with the terms, conditions, covenants and agreements contained in the Note, the Other Notes, the Mortgage, the Other Mortgages and the Loan Documents (as defined in the Mortgage).

2. Present and Absolute Assignment of Leases. Assignor absolutely, presently and unconditionally grants, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Leases. This grant includes without limitation: (a) all rent payable under the Leases; (b) all tenant security deposits held by Assignor pursuant to the Leases; (c) all additional rent payable under the Leases; (d) all proceeds of insurance payable to Assignor under the Leases and all awards and payments on account of any taking or condemnation; and (e) all claims, damages and other amounts payable to Assignor in the event of a default under or termination of any of the Leases, including without limitation all of Assignor's claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time. All of the items referred to in this Section 2 are collectively referred to in this Agreement as the "Income".

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3. No Cancellation or Modification of Leases. Except as otherwise permitted by the Mortgage, Assignor covenants and agrees that, without the prior written consent of Assignee, it will not (a) cancel or terminate any Lease or accept a surrender of any Lease (except in the event of a default); (b) reduce the rent or additional rent or accept payment of any installment of rent under any Lease more than one month in advance of its due date; (c) modify or amend any Lease in any material way; or (d) consent to an assignment of the tenant's interest or to a subletting of any Lease unless the tenant remains liable under the Lease following the assignment or subletting.

If any of these acts described in this Section 3 are done without the consent of Assignee, at the option of Assignee, they shall be of no force or effect and shall constitute a breach of the terms of this Agreement and of the Mortgage.

4. Specific Covenants of Assignor. Assignor covenants and agrees:

a. To perform fully all material obligations, duties, and agreements of landlord under the Leases.

b. At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under the Leases or which is connected with the obligations, duties or liabilities of landlord, tenant or any guarantor and to pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any action or proceeding in which Assignee may appear;

c. If Assignor fails to make any payment or to do any acts required by this Agreement after expiration of applicable grace, notice and cure periods for such failure as set forth in the Mortgage, then Assignee may in its sole discretion and without notice to Assignor perform Assignor's obligations under the Leases as Assignee may deem necessary, at Assignor's cost and expense. These acts may include without limitation appearing in and defending any proceeding connected with the Leases, including without limitation any proceedings of any tenants under the Bankruptcy Code. No action by Assignee shall release Assignor from its obligation under this Agreement. Assignor irrevocably appoints Assignee its true and lawful attorney to exercise its rights under this Agreement, which appointment is coupled with an interest.

d. To pay immediately upon demand all sums expended by Assignee under this Agreement, together with interest at the Default Rate (as defined in the Note). These expenditures shall be secured by the Mortgage.

e. If a petition under the Bankruptcy Code shall be filed by or against Assignor and Assignor, as landlord, shall determine to reject any lease pursuant to Section 365 (a), then Assignee shall have the right, but not the obligation, to demand that Assignor assume and assign the lease to Assignee

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and Assignor shall provide adequate assurance of future performance under the lease.

f. Assignee's rights under this Agreement may be exercised either independently of or concurrently with any other right in this Agreement, the Mortgage or in any other document securing the Note. No action taken by Assignee under this Agreement shall cure or waive any default nor affect any notice under the Mortgage.

5. Leasing of Property. Assignor covenants and agrees to keep the Property leased in accordance with the terms and conditions set forth in the Mortgage and, upon demand, to confirm in writing the assignment to Assignee of all subsequent Leases of the Property upon the terms set forth in this Agreement. Notwithstanding the preceding sentence, the terms and provisions of this Agreement shall apply automatically to any Leases entered into after the Execution Date.

6. Representations and Warranties. Assignor makes the following representations and warranties in connection with the Leases: (a) Assignor has not executed any prior assignment of its right, title and interest in the Leases, or of the Income; (b) Assignor has not done any act which might prevent Assignee from exercising its rights under this Agreement; (c) except only for rent and additional rent for the current month and security deposits disclosed to Assignee, Assignor has not accepted under any of the Leases any payment of advance rent, additional rent or security deposit in an amount that is more than one month's rent and additional rent; (d) except as may be disclosed in a tenant estoppel provided to Assignee, there is no material default now existing under any of the Leases and to Assignor's best knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement that notice be given in accordance with the terms of the Lease; (e) Assignor has delivered to Assignee true and correct copies of all of the Leases described on Exhibit B which is attached to this Agreement; and (f) all Leases are in full force and effect without any oral or written modification except as set forth in writing in the copies delivered to Assignee.

7. License to Collect Monies Until Default by Assignor. So long as no Event of Default (as defined in the Mortgage) exists and so long as there is no default by Assignor under this Agreement or under any of the Leases after expiration of applicable grace, notice and cure periods set forth in the Mortgage (all of the foregoing are collectively referred to as, a "Default"), Assignor shall have a license to receive and use all Income. This license shall be terminable at the sole option of Assignee, without regard to the adequacy of its security under this Agreement or under the Mortgage and without notice to Assignor, if there is a Default.

8. Entry by Assignee and Receiver. Upon any Default, Assignee is authorized either in person or by agent, with or without bringing any action or proceeding or having a receiver appointed by a court, (a) to enter upon, take possession of, manage and operate the Property and collect the Income, and (b) to

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make, enforce, modify, and accept the surrender of the Leases. Assignee is authorized to take these actions either with or without taking possession of the Property. In connection with this entry, Assignor authorizes Assignee to perform all acts necessary for the operation and maintenance of the Property. Assignee may sue for or otherwise collect all Income, including those past due and unpaid, and apply the Income, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the indebtedness secured by the Mortgage in such order as Assignee may determine. Assignee's exercise of its rights under this Section shall not be deemed to cure or waive any Default.

9. Indemnification. Assignor shall indemnify Assignee against and hold it harmless from any and all liability, claims, loss or damage which it may incur under the Leases or under this Agreement, but excluding any liability, claims, losses or damages arising from the gross negligence or willful misconduct of Assignee.

10. Mortgagee in Possession. To the fullest extent permitted by law, neither the assignment of Income to Assignee nor the exercise by Assignee of any of its rights or remedies under this Agreement, including without limitation, the entering into possession or the appointment of a receiver shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable with respect to the Property. Although Assignee has the right to do so, it shall not be obligated to perform any obligation under the Leases by reason of this Agreement. To the fullest extent permitted by law, neither this Agreement nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases.

11. Reconveyance and Termination. Upon the payment in full of the Loan, as evidenced by the recording of a Satisfaction of the Mortgage, this Agreement shall be void and of no effect.

12. Tenants Entitled to Rely on Assignee's Requests. Assignor irrevocably authorizes and directs the tenants and their successors, upon receipt of any written request of Assignee stating that a Default exists, to pay to Assignee the Income due and to become due under the Leases. Assignor agrees that the tenants shall have the right to rely upon any such statement without any obligation to inquire as to whether a Default actually exists and regardless of any claim of Assignor to the contrary. Assignor agrees that it shall have no claim against the tenants for any Income paid by the tenants to Assignee. Upon the curing of all Defaults, Assignee shall give written notice to the tenants to recommence paying the rents to Assignor.

13. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, its successors and assigns. If more than one person, corporation, partnership or other entity shall execute this Agreement, then the obligations of the parties executing the Agreement shall be joint and several.

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14. Notices. All notices pursuant to this Agreement shall be given in accordance with the Notice provision of the Mortgage, which is incorporated into this Agreement by this reference.

15. Governing Law. This Agreement shall be governed and construed by the laws of the State in which the Property is located.

16. Miscellaneous. This Agreement may be modified, amended, waived, or terminated only by an instrument in writing signed by the party against which enforcement of such modification, amendment, waiver, or termination is sought. No failure or delay in exercising any of these rights shall constitute a waiver of any Default. Assignor, at its expense, will execute all documents and take all action that Assignee from time to time may reasonably request to preserve and protect the rights provided under this Agreement. The headings in this Agreement are for convenience of reference only and shall not expand, limit or otherwise affect the meanings of the provisions. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one document.

17. Liability of Assignor. Liability under this Agreement is limited in the same manner and to the same extent as liability is limited under Section 11 of the Note and Article IX of the Mortgage.

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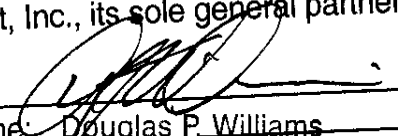
IN WITNESS WHEREOF, this Assignment of Leases is executed as of the Execution Date.

ASSIGNOR:

WELLS REIT-WINDY POINT II, LLC, a Delaware limited liability company

By: Wells Operating Partnership, L.P., a Delaware limited partnership, its sole member

By: Wells Real Estate Investment Trust, Inc., its sole general partner

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

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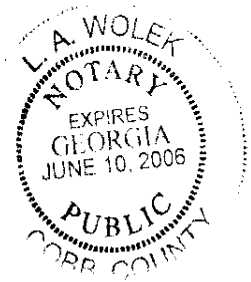
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STATE OF Georgia)
)
COUNTY OF Gwinnett) ss.

On March 6th, 2006, before me, _____
L.A. Wolek a Notary Public, personally appeared
Douglas P. Williams, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument, he person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature L.A. Wolek (Seal)



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EXHIBIT A

DESCRIPTION OF LAND

PARCEL 1:

Lot 2 in Windy Point of Schaumburg, a subdivision of part of Section 12, Township 41 North Range 10, East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 99137488, in Cook County, Illinois.

PARCEL 2:

Perpetual non-exclusive easements for ingress and egress, utilities, storm drainage, parking and signage for the benefit of Parcel 1 aforesaid, as set forth in the Declaration of Covenants, Restrictions, Reciprocal Rights and Easements for Windy Point of Schaumburg Subdivision recorded February 9, 1999 as Document Number 99137489 and as amended by First Amendment recorded as Document Number 99474175 and by Second Amendment recorded as Document Number 09025166.

Plat # 13-12-400-053-0000

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EXHIBIT B

DESCRIPTION OF LEASES

Date of Tenant	Dates of All Lease Amendments	Suite Number
----------------	-------------------------------	--------------

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Database:	CAMRL_PROD	Rent Roll	Page:	3
Bldg Status:	Active only	WINDY POINT II	Date:	2/16/2006
		2/28/2006	Time:	07:36 AM

Bldg Id-Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Slop	Other Income	Monthly	Cat	Date	Future Rent Increases Monthly Amount	PSF
Occupied Suites														
01523 -100	ZURICH AMERICAN INSURANCE C	9/1/2001	8/31/2011	300,034	477,554.12	19.10	301,292.00			546.36	RENTO	9/1/2006	491,805.73	19.67
											RENTO	9/1/2007	506,557.40	20.26
											RENTO	9/1/2008	521,809.13	20.87
											RENTO	9/1/2009	537,560.92	21.50
											RENTO	9/1/2010	553,562.73	22.14
01523 -100AM	AMERIQUEST MORTGAGE COMPAN	1/1/2004	8/31/2011	0						546.36	ANTEN	10/1/2006	562.75	0.00
01523 -ROOF	VILLAGE OF SCHAUMBURG	10/1/2002	9/30/2007	0							RENTS	9/1/2006	3,755.50	0.00
											RENTS	9/1/2007	3,865.58	0.00
											RENTS	9/1/2008	3,982.13	0.00
01523 -STORG	ZURICH AMERICAN INS STORAGE	8/3/2001	8/31/2011	0	3,645.43						RENTS	9/1/2009	4,098.68	0.00
											RENTS	9/1/2010	4,221.70	0.00

Totals:	Occupied Sqft:	100.00%	1 Units	300,034	481,199.55		301,292.00			546.36				
	Leased/Unoccupied Sqft:		0 Units	0										
	Vacant Sqft:		0 Units	0										
	Total Sqft:		1 Units	300,034	481,199.55									
Total WINDY POINT II:	Occupied Sqft:	100.00%	1 Units	300,034	481,199.55		301,292.00			546.36				
	Leased/Unoccupied Sqft:		0 Units	0										
	Vacant Sqft:		0 Units	0										
	Total Sqft:		1 Units	300,034	481,199.55									

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