

1

AFTER RECORDING,
PLEASE RETURN TO:

John W. Steele, Esq.
Hirschler Fleischer
P.O. Box 500
Richmond, VA 23218-0500
Tax Map Nos.: 13 CD
13C A
13C H

SECOND AMENDMENT TO DECLARATION
FOR
QUANTICO CORPORATE CENTER AT STAFFORD

THIS SECOND AMENDMENT TO DECLARATION (this "Second Amendment") is made as of June __, 2010 by QUANTICO CORPORATE CENTER, INC., a Virginia non-stock corporation (the "Association"), and QUANTICO BUSINESS CENTER, LLC, a Virginia limited liability company (the "Declarant").

RECITALS:

R-1. The Declarant signed the Declaration for Quantico Corporate Center at Stafford (as amended, the "Declaration") dated October 24, 2006, and caused it to be recorded as Instrument Number 070009286 among the land records of Stafford County, Virginia (the "Land Records"), submitting certain real estate described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. The Declarant and the Association signed the First Amendment to Declaration for Quantico Corporate Center at Stafford dated October 30, 2008 (the "First Amendment"), and caused it to be recorded as Instrument Number 080019144 among the Land Records, which First Amendment amended and restated the Declaration pursuant to the Amended and Restated Declaration for Quantico Corporate Center at Stafford attached as Exhibit 1 to the First Amendment.

R-3. The Property subject to the Declaration is depicted on Exhibit A attached hereto.

R-4. On the date hereof, Washington Real Estate Investment Trust, a Maryland real estate investment trust (the "New Owner"), is acquiring those certain real properties located within the Property and having addresses of 925 Corporate Drive and 1000 Corporate Drive, Stafford, Virginia (the "Developed Properties").

GENBUS/730501.14

AFTER RECORDING Return to:
Chicago Title Insurance Company
2000 M Street N.W.
Suite 610 *240010080*
Washington, D.C. 20036

R-5. In connection with, and in consideration of, such acquisitions, the Association and the Declarant desire to amend the Declaration to reflect certain changes requested by the New Owner.

R-6. The Declarant, as the Class B Owner, has the sole right to consent to an amendment to the Declaration during the Declarant Control Period.

R-7. The Declarant has approved this Second Amendment as evidenced by its signature hereto.

R-8. The Association has complied with the provisions of Article 14 of the Declaration as evidenced by the Certification of the President of the Association attached hereto.

NOW THEREFORE, pursuant to Article 14 of the Declaration, the Declarant and the Association hereby amend the Declaration as follows:

1. Recitals and Defined Terms. The foregoing Recitals are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Declaration.
2. Actions of Declarant, Association and Board of Directors. From and after the date hereof and continuing until the Termination Date (as defined in Section 6 below), the Declarant (whether in its capacity as the Declarant, the owner of a majority of the votes entitled to be cast by the Owners, or through its control of the Board of Directors or the Covenants Committee, or otherwise), the Association, the Board of Directors and the Covenants Committee shall:
 - a. Ensure that the Property is developed, operated and maintained in a manner consistent with the quality and appearance of the development, operation and maintenance of the Developed Properties. In furtherance of the foregoing, the Declarant, the Association, the Board of Directors and/or the Covenants Committee shall not, without the prior written approval of the New Owner (which approval shall be in the New Owner's sole discretion with respect to clauses i., iv., viii. and ix. below, and shall be in the New Owner's reasonable discretion with respect to clauses ii., iii., v., vi. and vii. below):
 - i. develop (or cause, permit or approve the development of) any of the Parcels highlighted on Exhibit B attached hereto and incorporated herein by this reference (the "Restricted Parcels"), except as office buildings consistent in quality, appearance and materials with the Developed Properties (to include, but not limited to, multi-tenanted, supporting flex space, owner occupied buildings, and build-to-suit facilities) or as a full-service Hilton, Marriott or Hyatt hotel or a limited- service Hilton Garden Inn, Courtyard by Marriott or Hyatt Place hotel (each, an "Approved Hotel Brand") or a hotel of similar quality to any Approved Hotel Brand, provided such hotel has all interior access to hotel rooms and is consistent

- with the quality, appearance and materials of the office buildings located on the Developed Properties, subject to any requirements of the Approved Hotel Brand or other similar quality hotel brand with respect to appearance and materials; provided, however, only one Restricted Parcel may be developed as a hotel pursuant to this clause (i). Notwithstanding the foregoing, without the prior written approval of the New Owner, the Restricted Parcel designated as "Building F" on Exhibit B may also be developed as flex space and retail uses to support employees within the Property, provided such development is consistent with the quality, appearance and materials of the office buildings located on the Developed Properties;
- ii. consent to, permit or approve any of the uses enumerated in Section 16.1 or Section 16.2(g) of the Declaration;
 - iii. waive the obligation of any Owner to comply with the terms of Section 8.1(b)(1) of the Declaration, unless such waiver is consistent with the covenant in clause i. above;
 - iv. amend or supplement the Declaration to (1) change any voting rights (other than to reduce the Declarant's voting rights) or (2) increase the amount of Assessments payable by the Owners (including any increase in the Assessment Rate), impose additional assessments on the Owners, impose any charge on the Owners for the cost of any capital additions, improvements or alterations to any Association Area or otherwise increase the financial obligations of the Owners under the Declaration; provided, however, notwithstanding the foregoing, the New Owner's prior written approval shall not be required with respect to the imposition of any charges for the cost of any additions, improvements or alterations to any Association Area (A) that are imposed proportionately upon all of the Owners and (B) where the total of such charges imposed upon New Owner does not exceed Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate in any calendar year;
 - v. have or exercise any control over any Signs located on the Developed Properties (the "New Owner Signs"), it being acknowledged that the New Owner shall have sole and exclusive control over such signs (including, without limitation, (a) the right to determine the placement, size and overall appearance of any graphic sign panels to be affixed to the New Owner Signs, (b) which tenants of the Developed Properties shall be identified on such sign panels, and (c) the length of time such sign panels shall be displayed), subject to the limitation that the New Owner shall install no more than four (4) exterior signs on each of the buildings on the Developed Properties and that no more than two (2) exterior signs shall be located on any side of a building. With respect to Signs that serve the Quantico Corporate Center as a whole (i.e., Signs other than the New

Owner Signs and Signs exclusively serving any other Parcels), the Declarant, the Association, the Board of Directors and/or the Covenants Committee shall not designate sign panels on such Signs for use by the Owners in a manner that discriminates against New Owner relative to other Owners at Quantico Corporate Center;

- vi. amend or supplement the Declaration to withdraw all or any part of the Restricted Parcels from the Declaration; provided, however, portions of land within the Restricted Parcels (but not entire Parcels) may be withdrawn for the purpose of dedicating such land to public use in the normal and usual course of development of the Property (e.g., for the purpose of dedicating roadways and sidewalks within the Property to public use);
 - vii. except as necessary to comply with any Stafford County requirements or other applicable laws and governmental regulations, amend or supplement the Declaration to impose additional covenants and/or restrictions on the Property if such additional covenants and/or restrictions would materially and adversely affect the New Owner, or would discriminate against New Owner relative to other Owners at Quantico Corporate Center;
 - viii. terminate the Declaration; or
 - ix. administer the Association and/or the Declaration in any manner that would materially and adversely affect the New Owner, or would discriminate against New Owner relative to other Owners at Quantico Corporate Center.
- b. Provide the New Owner with a meaningful opportunity to participate in the review of:
- i. the annual budget for the Association for any fiscal year;
 - ii. any decision by the Association to borrow money and pledge all revenues to be received by the Association, including Annual Assessments, to secure repayment of any sums borrowed by the Association pursuant to Section 6.1(e) of the Declaration;
 - iii. any decision by the Association to establish reserves pursuant to Section 6.2(b) of the Declaration; and
 - iv. any decision by the Association to make capital additions, alterations or improvements pursuant to Section 7.3 of the Declaration.

3. Estoppel Certificate. The New Owner agrees, at any time and from time to time from and after the date hereof and continuing until the Termination Date, within fifteen (15) days

after written request by the Declarant, the Association and/or the Board of Directors (as applicable), to execute, acknowledge and deliver to the requesting party, or to any existing or prospective lender designated by the requesting party, a certificate certifying that, as of the date of such certificate, (i) to the New Owner's knowledge, there does not exist any violation by the Declarant, the Association, the Board of Directors and/or the Covenants Committee of any obligation under this Second Amendment, and, if there exists any violation of any obligation under this Second Amendment, the nature and extent of such violation, and (if applicable) (ii) with respect to any proposed development of a Restricted Parcel of which the New Owner has been provided reasonably detailed schematic depictions of the proposed development and other reasonably detailed information relevant to its evaluation of the proposed development's compliance with Section 2.a.i. above (including, but not limited to, information pertaining to the quality, appearance and materials of the proposed development) (collectively, the "Proposed Development Information"), that, based upon its review of the Proposed Development Information, the proposed development appears to be in compliance with Section 2.a.i. above (provided that such certification by the New Owner shall not in any way be deemed to be a certification that the development, following completion, will comply with Section 2.a.i.), or, if the proposed development appears not to be in compliance with Section 2.a.i., a reasonably detailed description of the nature and extent of such non-compliance. Should the New Owner fail to execute such certificate within fifteen (15) days following a request therefor, the requesting party shall send a second request to the New Owner, which second notice shall state in bold, all capital letters at the top of such notice **"SECOND NOTICE: FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE BUSINESS DAYS WILL RESULT IN DEEMED CERTIFICATION."** If the New Owner fails to respond to such second notice within five (5) business days following receipt of such notice, the New Owner shall be deemed to have certified that, (i) to its knowledge, there does not exist any violation by the Declarant, the Association, the Board of Directors and/or the Covenants Committee of any obligation under this Second Amendment, and (if applicable) (ii) with respect to any proposed development of a Restricted Parcel of which the New Owner has been provided the Proposed Development Information, the proposed development appears to be in compliance with Section 2.a.i. above.

If the certificate executed and delivered by the New Owner pursuant to this Section 3 indicates the existence of a violation of any obligation under this Second Amendment and/or non-compliance of any proposed development of a Restricted Parcel with Section 2.a.i. above, and, if following the receipt of such certificate, the Declarant, the Association, the Board of Directors and/or the Covenants Committee (as applicable) cure such violation and/or non-compliance, then, provided a new violation or other non-compliance has not occurred between the date of the original certificate and the date that the New Owner issues a new certificate pursuant to this Section 3, the New Owner shall, within five (5) business days after the New Owner receives notice of such cure, together with a request to execute a new certificate and evidence from the curing party reasonably evidencing such cure, execute and deliver a new certificate certifying that (i) to its knowledge, there does not exist any violation by the Declarant, the Association, the Board of Directors and/or the Covenants Committee of any obligation under this Second

Amendment, and (if applicable) (ii) with respect to any proposed development of a Restricted Parcel of which the New Owner has been provided the Proposed Development Information, the proposed development appears to be in compliance with Section 2.a.i. above. If there is a dispute between the parties regarding the existence of a violation under Section 2.a.i. above, such matter shall be submitted to arbitration in accordance with Section 4 below.

4. Arbitration. If a dispute shall arise under Section 2.a.i. above, such dispute shall be submitted to binding arbitration in Northern Virginia pursuant to the rules of the American Arbitration Association, the determination of which shall be binding. The parties shall request that the arbitrator render a decision no later than thirty (30) days after the submission of the dispute. The arbitrator shall be entitled to award monetary damages, injunctive relief or other relief; provided, however, the arbitrator shall not be permitted to vary the terms of this Second Amendment or the Declaration. Unless the parties to the dispute agree otherwise, the foregoing arbitration procedures shall be the exclusive method by which unresolved disputes arising under Section 2.a.i. above shall be resolved between the parties; provided, however, that any party shall have the right to resort to the courts to enforce the determination of the arbitrator in an arbitration proceeding. Any other dispute arising under this Second Amendment (i.e., any dispute arising under any provision of this Second Amendment other than Section 2.a.i.) shall be resolved in accordance with the Declaration.
5. No Mortgagee. Notwithstanding any provision of the Declaration or any other Association Documents to the contrary, neither New Owner, nor any affiliate of New Owner, shall (a) be considered a Mortgagee for any purpose under the Declaration or any other Association Documents, or (b) be entitled to any rights afforded Mortgagees under any of the Declaration or any other Association Documents.
6. Duration of Second Amendment. This Second Amendment shall automatically terminate upon the date that is the earlier to occur of (i) the date that the Declarant Control Period is terminated and the Declarant ceases to be the owner of a majority of the votes entitled to be cast by the Owners and (ii) the date that the New Owner no longer owns the Developed Properties or any part thereof (the date that is the earlier to occur of the dates set forth in the foregoing clauses (i) and (ii) being referred to herein as the "Termination Date").
7. Ratification of Declaration. Except as specifically amended hereby, the Declaration is hereby ratified and shall continue in full force and effect in accordance with its respective terms.
8. Consent of Declarant's Mortgagee. This Second Amendment is conditioned upon receiving the written consent of Declarant's Mortgagee, which shall be evidenced by its signature below.
9. Termination Upon Transfer to Declarant's Mortgagee. The Declarant and the New Owner hereby acknowledge and agree that in the event Declarant's Mortgagee, its

successors or assigns, takes title to any Restricted Parcel through foreclosure, deed in lieu of foreclosure or otherwise as a result of an Event of Default by Declarant under the loan secured by that certain Credit Line Deed of Trust between Declarant, as Grantor, M. Kevin McCusty and John F. Faber, collectively as Trustee, and Wells Fargo Bank, National Association, as Beneficiary, dated October 20, 2006, and recorded October 24, 2006 as Instrument Number LR060033722 in the Land Records (as the same may be amended, restated, replaced or modified from time to time), then this Second Amendment shall, at the election of Declarant's Mortgagee (or its successors or assigns, as applicable), as evidenced by written notice thereof to the Declarant and the New Owner and the recordation of a termination agreement executed solely by the Declarant's Mortgagee (or its successors or assigns, as applicable) in the Land Records, be terminated and of no further force or effect.

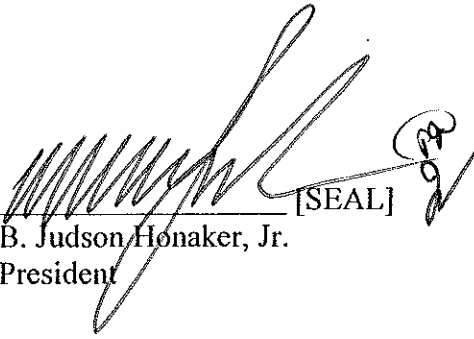
10. Counterparts. This Second Amendment may be executed in separate counterparts, each of which individually shall be deemed an original and all of which, when taken together, shall constitute a single original instrument.

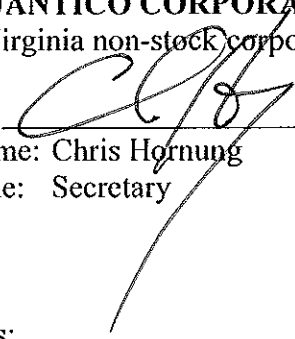
[signatures appear on following page]

IN WITNESS WHEREOF, the Association and the Declarant have caused this Second Amendment to be signed pursuant to due and proper authority as of the date first set forth above.

ASSOCIATION:

QUANTICO CORPORATE CENTER, INC.,
a Virginia non-stock corporation


By: _____ [SEAL] 
Name: B. Judson Honaker, Jr.
Title: President

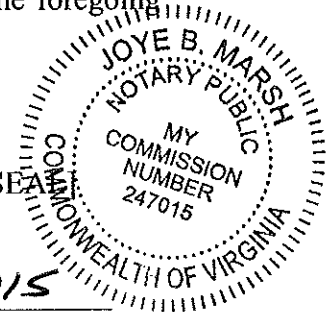
By: _____ [SEAL] 
Name: Chris Hornung
Title: Secretary

COMMONWEALTH OF VIRGINIA)
) ss:
City/County OF Fredericksburg)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that B. Judson Honaker, Jr. and Chris Hornung, known to me to be, or satisfactorily proven to be the persons whose names are subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged themselves to be the President and Secretary, respectively, of QUANTICO CORPORATE CENTER, INC., a Virginia non-stock corporation, and that they, in such capacity, being authorized to do so, executed the foregoing document on behalf of the corporation.

GIVEN under my hand and seal on June 1st, 2010.


Notary Public



My commission expires: 10-31-13 ; my registration number is: 247015

DECLARANT:

QUANTICO BUSINESS CENTER, LLC,
a Virginia limited liability company

By: SHS Quantico, LLC, its manager

[Signature]
By: _____ [SEAL]
Name: B. Judson Honaker, Jr.
Title: President

COMMONWEALTH OF VIRGINIA)

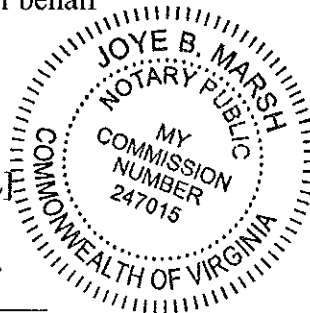
) ss:

City/County OF FREDERICKSBURG)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that B. Judson Honaker, Jr., known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself to be the President of SHS Quantico, LLC, the manager of QUANTICO BUSINESS CENTER, LLC, a Virginia limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document on behalf of the limited liability company.

GIVEN under my hand and seal on June 1st, 2010.

[Signature] _____ [SEAL]
Notary Public



My commission expires: 10-31-13 ; my registration number is: 247015

The undersigned is joining in this Second Amendment pursuant to paragraph 8, solely for the purpose (and for no other purpose) of acknowledging its consent to the execution of such Second Amendment by the Association and Declarant.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature] [SEAL]
Name: Kyle Shaw
Title: Asst Vice President

~~STATE OF GEORGIA~~
~~COMMONWEALTH OF VIRGINIA~~

_____ OF _____

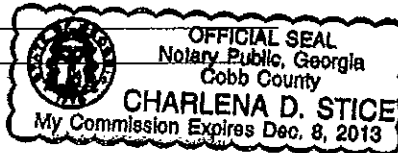
)
) ss:
)

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Kyle Shaw who is personally well known to me as, or satisfactorily proven to be, the person named as Vice President of Wells Fargo Bank, National Association in the foregoing document dated as of the 3rd day of June, 2010 personally appeared before me in the said jurisdiction, and by virtue of the authority vested in him/her by said document, acknowledged the same to be the act and deed of Wells Fargo Bank, National Association, and delivered the same as such.

GIVEN under my hand and official seal this 3rd day of June, 2010.

[Signature]
Notary Public

My Commission Expires: _____
My Notary Registration No.: _____



The New Owner hereby joins in this Second Amendment solely for the purpose of acknowledging its consent to the right of the Declarant's Mortgagee and its successors and assigns to terminate this Second Amendment in accordance with the terms of Section 9 of this Second Amendment.

NEW OWNER:

WASHINGTON REAL ESTATE INVESTMENT TRUST, a Maryland real estate investment trust

By: George McKenzie [SEAL]
George F. McKenzie,
President and Chief Executive Officer

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that George F. McKenzie, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself to be the President and Chief Executive Officer of WASHINGTON REAL ESTATE INVESTMENT TRUST, a Maryland real estate investment trust, and that he, in such capacity, being authorized to do so, executed the foregoing document on behalf of the limited liability company.

GIVEN under my hand and seal on June 3, 2010.

Catherine H. Conto [SEAL]
Notary Public

My commission expires: Feb. 20, 2014; my registration number is: _____

EXHIBIT A

Depiction of Property

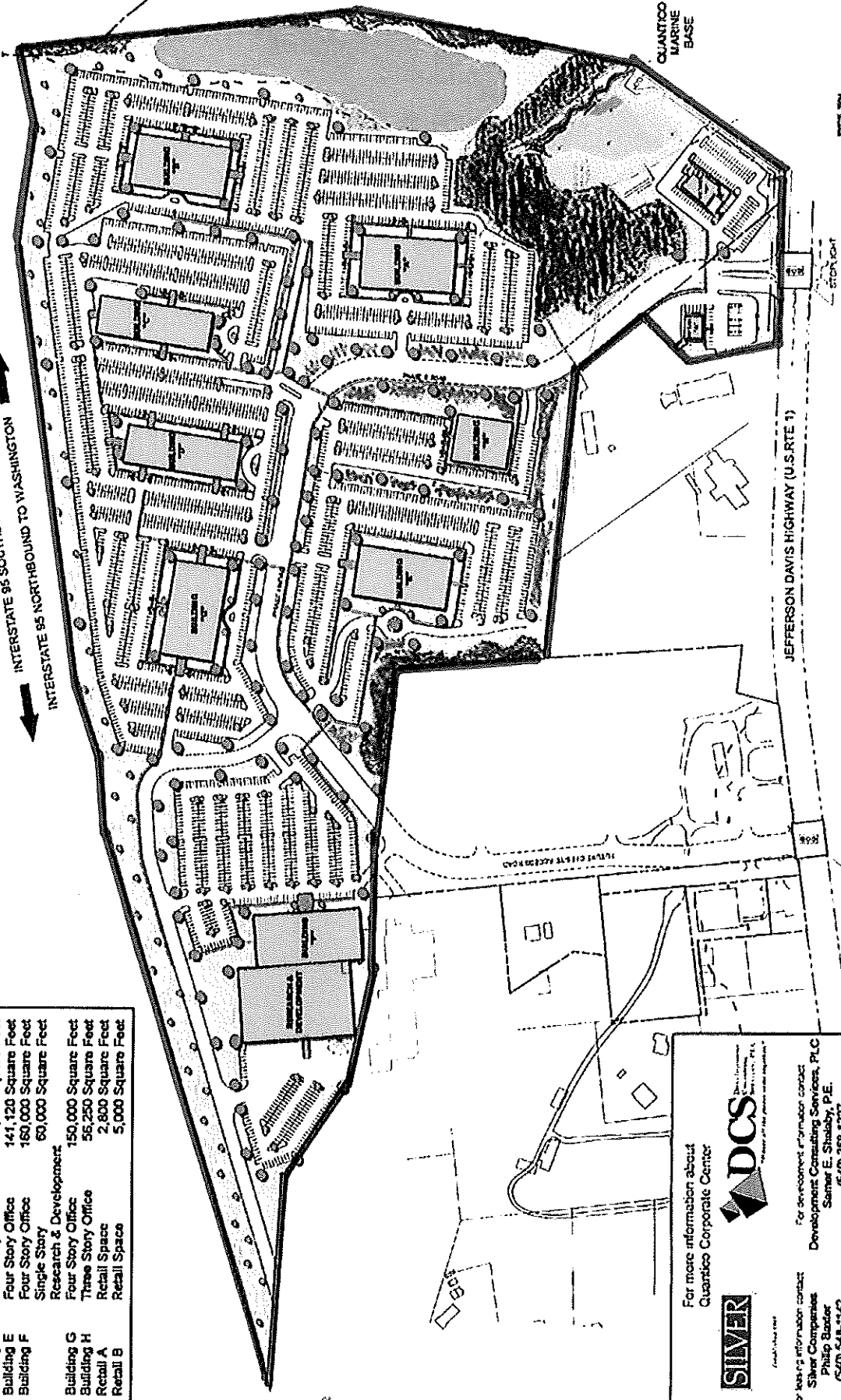
EXHIBIT "A"

Quantico Corporate Center at Stafford

INTERSTATE 95 SOUTHBOUND TO FREDERICKSBURG
 INTERSTATE 95 NORTHBOUND TO WASHINGTON

Space Summary

Building A	150,000 Square Feet
Building B	150,000 Square Feet
Building C	124,000 Square Feet
Building D	124,000 Square Feet
Building E	141,120 Square Feet
Building F	160,000 Square Feet
Single Story	60,000 Square Feet
Research & Development	
Four Story Office	150,000 Square Feet
Three Story Office	56,250 Square Feet
Retail A	2,800 Square Feet
Retail B	5,000 Square Feet



For more information about Quantico Corporate Center

SILVER

For more information contact Silver Companies Philip Bazler (540) 548-1142 philbaz@silverco.com

DCS

For development information contact Development Consulting Services, PLC Samuel E. Stashby, P.E. (540) 368-1327 estashby@dcn-consulting.com

NO.	DESCRIPTION	DATE

CONSULTING ENGINEERS
 DEVELOPMENT CONSULTING SERVICES, P.L.C.
 11111 WASHINGTON AVENUE
 SUITE 100
 FALLS CHURCH, VA 22044
 (540) 368-1327

QUANTICO CORPORATE CENTER
 MASTER PLAN
 11/11/03

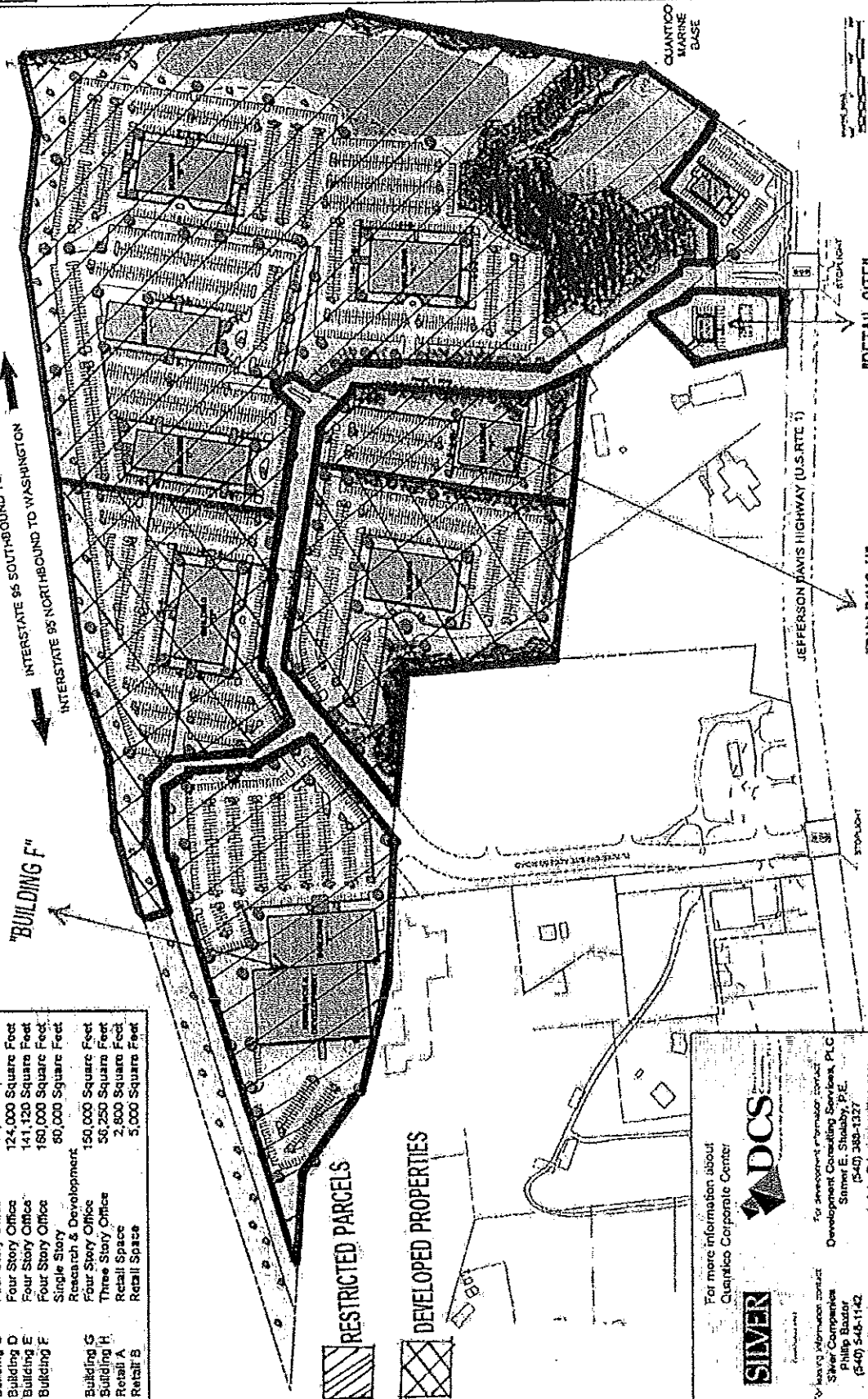
EXHIBIT B

Restricted Parcels

www.state.gov

Quantico Corporate Center at Stafford

Space Summary	
Building A	150,000 Square Feet
Building B	150,000 Square Feet
Building C	124,000 Square Feet
Building D	124,000 Square Feet
Building E	141,120 Square Feet
Building F	160,000 Square Feet
Building G	60,000 Square Feet
Building H	150,000 Square Feet
Retail A	36,250 Square Feet
Retail B	2,800 Square Feet
Retail C	5,000 Square Feet



For more information about Quantico Corporate Center

SILVER

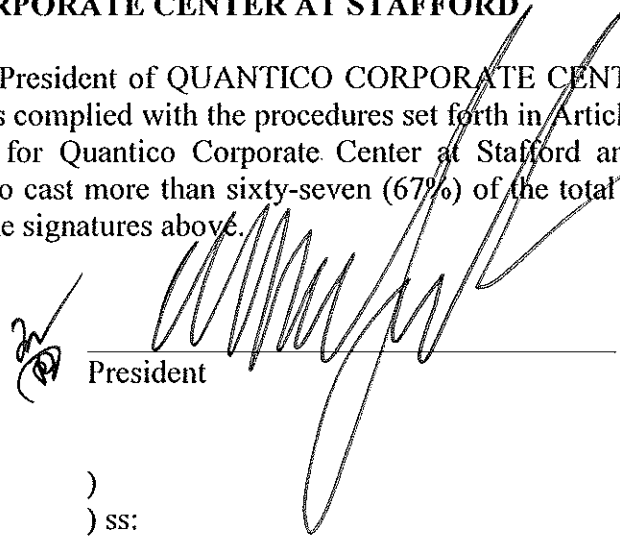
For development information contact:
 Development Consulting Services, PLC
 Simon E. Shalaby, P.E.
 (540) 388-1327
 sshalaby@dcv-co/building.com

For more information contact:
 Silver Corporate
 Philip Baxter
 (540) 545-1140
 pbaxter@silverco.com

**CERTIFICATION OF ASSOCIATION PRESIDENT
TO SECOND AMENDMENT TO DECLARATION
FOR
QUANTICO CORPORATE CENTER AT STAFFORD**

I, B. Judson Honaker, Jr., as President of QUANTICO CORPORATE CENTER, INC., hereby certify that the Association has complied with the procedures set forth in Article 14 of the Amended and Restated Declaration for Quantico Corporate Center at Stafford and that the written approval of Owners entitled to cast more than sixty-seven (67%) of the total number of votes was obtained as evidenced by the signatures above.

June 1st, 2010

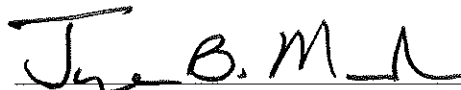


President

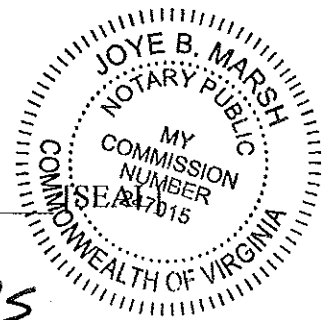
COMMONWEALTH OF VIRGINIA)
) ss:
City/County OF FREDERICKSBURG)

I, the undersigned, a Notary Public in and for the jurisdiction foresaid, do hereby certify that B. Judson Honaker, Jr., known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself to be the President of QUANTICO CORPORATE CENTER, INC., a Virginia non-stock corporation, and that he, in such capacity, being authorized so to do, executed the foregoing document on behalf of the corporation.

GIVEN under my hand and seal on June 1st, 2010



Notary Public



My Commission expires: 10-31-13; my registration number is: 247015