

SALESFORCE COM INC
Form 4
January 23, 2017

FORM 4

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

OMB APPROVAL

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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
Weaver Amy E

(Last) (First) (Middle)

THE LANDMARK AT ONE
MARKET STREET, SUITE 300

(Street)

SAN FRANCISCO, CA 94105

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
SALESFORCE COM INC [CRM]

3. Date of Earliest Transaction
(Month/Day/Year)
01/22/2017

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

___ Director ___ 10% Owner
X Officer (give title below) ___ Other (specify below)

EVP, General Counsel

6. Individual or Joint/Group Filing(Check Applicable Line)
X Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price
Common Stock	01/22/2017		M		1,287	A	\$ 0
Common Stock	01/23/2017		S		571	D	\$ 76.2308
							16,985
							16,414

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474
(9-02)

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Borrowings, net of fees

620,153 620,153

Repayments

(20,000) (485) (20,485)

Distributions

(67,485) (13) (67,498)

Intercompany transfers, net

652,011 (592,117) (40,782) (19,112)

Net issuance of common stock, net of fees

16,102 16,102

Net cash provided by (used in) financing activities

600,628 8,036 (40,782) (19,610) 548,272

Net (decrease) increase in cash and cash equivalents

3,528 (8,561) (537) (728) (6,298)

Effect of foreign exchange rate on cash and cash equivalents

36 36

Cash and cash equivalents, beginning of period

8,281 11,074 8,250 11,277 38,882

Cash and cash equivalents, end of period

\$11,809 \$2,513 \$7,713 \$10,585 \$32,620

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WELLS REAL ESTATE INVESTMENT TRUST II, INC.

Condensed Consolidating Statements Of Cash Flows

Three Months Ended March 31, 2010

(in thousands)

	Wells REIT II	Wells OP II	Guarantors	Non-Guarantors	Consolidated
Cash Flows from Operating Activities:					
Net cash provided by (used in) operating activities	\$ (3,262)	\$ (15,298)	\$ 39,620	\$ 34,999	\$ 56,059
Cash Flows from Investing Activities:					
Investment in real estate and related assets	(9,048)	(32,227)	(3,706)	(1,263)	(46,244)
Net cash used in investing activities	(9,048)	(32,227)	(3,706)	(1,263)	(46,244)
Cash Flows from Financing Activities:					
Repayments				(546)	(546)
Distributions	(75,465)			(123)	(75,588)
Intercompany transfers, net	(39,765)	112,161	(36,553)	(35,843)	
Net issuance of common stock, net of fees	116,991				116,991
Net cash provided by (used in) financing activities	1,761	112,161	(36,553)	(36,512)	40,857
Net (decrease) increase in cash and cash equivalents	(10,549)	64,636	(639)	(2,776)	50,672
Effect of foreign exchange rate on cash and cash equivalents				301	301
Cash and cash equivalents, beginning of period	60,919	24,241	8,292	9,273	102,725
Cash and cash equivalents, end of period	\$50,370	\$88,877	\$7,653	\$6,798	\$153,698

10. Subsequent Events

Wells REIT II has evaluated subsequent events in connection with the preparation of its consolidated financial statements and notes thereto included in this report on Form 10-Q and notes the following items in addition to those disclosed elsewhere in this report:

Private Bond Offering

On April 4, 2011, Wells REIT II sold \$250 million aggregate principal amount of 5.875% unsecured senior notes due in 2018 at 99.295 percent of their face value in a private bond offering. Two rating agencies have assigned investment-grade ratings to these senior notes. Wells REIT II received proceeds from this bond offering, net of fees, of \$246.7 million, all of which were used to reduce amounts outstanding on the JPMorgan Chase Bridge Loan.

Market Square Loan

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On June 30, 2011, Wells REIT II, through Wells REIT II Market Square East & West, LLC, its wholly-owned subsidiary, entered into a loan transaction (the Market Square Loan) with Pacific Life Insurance Company, an unaffiliated entity, as lender (Pacific Life), in the principal amount of \$325.0 million. The substantial majority of the net proceeds advanced under the Market Square Loan were used to repay amounts outstanding under the JPMorgan Chase Credit Facility. Wells REIT II used borrowings under the JPMorgan Chase Credit Facility to fund a portion of the March 7, 2011 acquisition of the Market Square Buildings, two office buildings located in Washington D.C.

The Market Square Loan matures on July 1, 2023 (the Market Square Loan Maturity Date). The Market Square Loan bears interest at an annual rate of 5.07%. Wells REIT II has the right to prepay the outstanding amount in full provided that (i) 30 days prior written notice of the intent to prepay is provided to Pacific Life and (ii) a prepayment premium is paid to Pacific Life. If the prepayment is made before July 1, 2013, the prepayment premium is equal to the sum of (i) the greater of (a) 1.0% of the outstanding principal or (b) the yield loss amount plus (ii) 3.0% of the outstanding principal. If the prepayment is made on or after July 1, 2013 but before April 1, 2023, the prepayment premium is equal to the greater of (i) 1.0% of the

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outstanding principal or (ii) the yield loss amount. No prepayment premium need be paid if the prepayment is made on or after April 1, 2023.

The Market Square Loan requires monthly interest-only payments in the amount of \$1,373,125. The unpaid principal will be due and payable on the Market Square Loan Maturity Date. The Market Square Loan is secured by a first mortgage lien on the assets of the Market Square Buildings including the land, fixtures, improvements, leases, rents and reserves.

Amendment No. 1 to JPMorgan Chase Credit Facility

On July 8, 2011, Wells OP II entered into Amendment No. 1 to the JPMorgan Chase Credit Facility (the Amendment) with JPMorgan Chase, N.A., to, among other things, (i) extend the maturity date of the JPMorgan Chase Credit Facility to May 7, 2015, (ii) to enable Wells OP II to increase the JPMorgan Chase Credit Facility amount by an aggregate of \$150 million to a total amount of \$650 million on two occasions on or before December 7, 2014 and with the reasonable approval of the agent of the lenders party to the JPMorgan Chase Credit Facility provided that the existing lenders or new lenders to the JPMorgan Chase Credit Facility agree to provide the additional commitments, and (iii) reduce the interest rate under the JP Morgan Chase Credit Facility and the facility fee as described below. Except as noted above and described below, the terms of the JPMorgan Chase Credit Facility as previously disclosed remain materially unchanged by the Amendment.

As amended, the JPMorgan Chase Credit Facility provides for interest costs to be incurred based on, at our option, the London Interbank Offered Rate (LIBOR) for one, two, three or six month periods, plus an applicable margin ranging from 1.25% to 2.05% (the LIBOR Rate) or at the Alternate Base Rate, plus an applicable margin ranging from 0.25% to 1.05% (the Base Rate). The Alternate Base Rate for any day is the greatest of the rate of interest publically announced by JPMorgan Chase Bank, N.A. as its prime rate in effect in its principal office in New York City for such day, the federal funds rate for such day plus 0.50%, and the one-month LIBOR Rate for such day plus 1.00%. The margin component of the LIBOR Rate and the Base Rate is based on Wells OP II s Applicable Credit Rating (as defined in the JPMorgan Chase Credit Facility agreement). Additionally, Wells OP II must pay a per annum facility fee on the aggregate revolving commitment (used or unused) ranging from 0.25% to 0.45% based on its Applicable Credit Rating.

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INDEPENDENT AUDITORS REPORT

To the Stockholders and Board of Directors

Wells Real Estate Investment Trust II, Inc.

Atlanta, Georgia

We have audited the accompanying statement of revenues over certain operating expenses (the Statement) of the Market Square Buildings (the Buildings) for the year ended December 31, 2010. This statement is the responsibility of the Buildings management. Our responsibility is to express an opinion on this statement based on our audit.

We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement of revenues over certain operating expenses was prepared for the purpose of complying with the rules of the Securities and Exchange Commission, as described in Note 2, and is not intended to be a complete presentation of the Buildings revenues and expenses.

In our opinion, the statement of revenues over certain operating expenses referred to above presents fairly, in all material respects, the revenues over certain operating expenses as described in Note 2 of the Statement for the year ended December 31, 2010 in conformity with U.S. generally accepted accounting principles.

/s/ Frazier & Deeter, LLC

Atlanta, Georgia

May 3, 2011

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	December 31, 2010
Revenues:	
Base rent	\$ 31,832,995
Tenant reimbursements	7,692,115
Other income	2,984,974
Total revenues	42,510,084
Expenses:	
Real estate taxes	7,575,776
Repairs and maintenance	1,716,109
Utilities	1,889,178
Cleaning	1,130,549
Management fees	1,240,844
Security	1,020,975
Other	1,480,549
Total expenses	16,053,980
Revenues over certain operating expenses	\$ 26,456,104

See accompanying notes.

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1. Description of Real Estate Property Acquired

On March 7, 2011, Wells Real Estate Investment Trust II, Inc. (Wells REIT II), through a wholly owned subsidiary, acquired two office buildings containing approximately 679,710 rentable square feet known as the Market Square Buildings (the Buildings) for approximately \$615.0 million, net of \$6.0 million of adjustments. The acquisition was funded with \$12.9 million of cash on hand, \$300.0 million drawn on a \$500.0 million revolving credit facility entered into on May 7, 2010 (the JPMorgan Chase Credit Facility), and \$300.0 million drawn on a newly originated, senior unsecured bridge facility with JPMorgan Chase Bank, N.A. (the JPMorgan Chase Bridge Facility). The Buildings were built in 1990 and are located on approximately 2.2 acres of land located in Washington D.C. The Buildings were purchased from Avenue Associates Limited Partnership, a District of Columbia limited partnership, which is not affiliated with Wells REIT II. Wells REIT II is a Maryland corporation that engages in the acquisition and ownership of commercial real estate properties throughout the United States. Wells REIT II was incorporated on July 3, 2003, and has elected to be taxed as a real estate investment trust for federal income tax purposes.

2. Basis of Accounting

The accompanying statement of revenues over certain operating expenses is presented in conformity with accounting principles generally accepted in the United States and in accordance with the applicable rules and regulations of the Securities and Exchange Commission for real estate properties acquired. Accordingly, the statements exclude certain historical expenses that are not comparable to the proposed future operations of the property such as certain ancillary income, amortization, depreciation, interest, and corporate expenses. Therefore, the statement will not be comparable to the statements of operations of the Buildings after acquisition by Wells REIT II.

3. Significant Accounting Policies

Revenues

Rental revenue is recognized on a straight-line basis over the terms of the related leases. The excess of rental income recognized over the amounts due under the lease for a specific period is recorded as a receivable, which will fully reverse over the lease term. The adjustment to the straight-line receivable in 2010 increased rental revenue by approximately \$59,259 for the year.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

4. Description of Leasing Arrangements

The Buildings are 96.2% leased to 41 tenants, including Fulbright and Jaworski (approximately 18.8%), Shearman and Sterling (approximately 16.6%), and Edison Electric Institute (approximately 11.3%).

Fulbright and Jaworski is one of the largest law firms in the United States with nearly 900 lawyers and more than 60 integrated practice areas. There are sixteen Fulbright offices world-wide, with international locations in Beijing, London, Munich, Hong Kong, Dubai and Riyadh. Fulbright and Jaworski is a full-service international law firm, which serves the needs of businesses, governments, non-profit organizations and individual clients around the world. The Fulbright and Jaworski lease expires in June 2015. Fulbright and Jaworski has the right to extend the initial term of its lease for one additional ten-year period at ninety-five percent of the then-current market rate.

Shearman and Sterling, a law firm, has been in business for over 135 years and has over 900 employees located in 20 countries. Shearman and Sterling advises many of the world's leading corporations and financial institutions,

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governments and governmental organizations. Areas of practice within Shearman and Sterling include Antitrust, Bankruptcy, Corporate Governance, Environmental, Finance, Intellectual Property, Litigation, Mergers & Acquisitions, Real Estate and Tax. The Shearman and Sterling lease expires in March 2016. Shearman and Sterling has the right to extend the initial term of its lease for one ten-year period at the then-current market rate.

The Edison Electric Institute (EEI) is the association of U.S. shareholder-owned electric companies. EEI was organized in 1833 and its members serve 95 percent of the ultimate customers in the shareholder-owned segment of the industry and represent approximately 70 percent of the U.S. electric power industry. EEI provides public policy leadership in critical industry data, market opportunities, strategic business intelligence, conferences and forums and products and services. The EEI lease expires in June 2015. EEI has the right to extend the initial term of its lease for two additional five-year periods at the then-current market rate.

5. Future Minimum Rental Commitments

At December 31, 2010, future minimum rental commitments for the years ended December 31 are as follows:

2011	\$ 31,038,210
2012	34,218,450
2013	32,688,084
2014	31,871,251
2015	26,368,972
Thereafter	48,722,009
	\$ 204,906,976

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WELLS REAL ESTATE INVESTMENT TRUST II, INC.

Summary of Unaudited Pro Forma Financial Statements

This pro forma information should be read in conjunction with the consolidated financial statements and notes thereto included in this prospectus.

The following unaudited pro forma balance sheet as of December 31, 2010 has been prepared to give effect to the acquisitions of the Market Square Buildings as if the acquisition occurred on December 31, 2010. The following unaudited pro forma statement of operations for the twelve months ended December 31, 2010, has been prepared to give effect to the acquisitions of the Market Square Buildings as if the acquisitions occurred on January 1, 2010.

These unaudited pro forma financial statements are prepared for informational purposes only and are not necessarily indicative of future results or of actual results that would have been achieved had the acquisition of the Market Square Buildings been consummated as of January 1, 2010. In addition, the pro forma balance sheet includes pro forma allocations of the purchase price based upon preliminary estimates of the fair value of the assets and liabilities acquired in connection with the acquisitions of the Market Square Buildings. These allocations may be adjusted in the future upon finalization of these preliminary estimates.

Table of Contents**Index to Financial Statements****WELLS REAL ESTATE INVESTMENT TRUST II, INC.****PRO FORMA BALANCE SHEET****DECEMBER 31, 2010****(in thousands)****(unaudited)****ASSETS**

	Wells Real Estate Investment Trust II, Inc. Historical^(a)	Market Square Pro Forma Adjustments		Pro Forma Total
Real estate assets, at cost:				
Land	\$ 571,696	152,629	(b)	\$ 724,325
Buildings and improvements, less accumulated depreciation	3,225,708	412,346	(b)	3,638,054
Site improvements, less accumulated depreciation		203	(b)	203
Intangible lease assets, less accumulated amortization	428,140	45,858	(b)	473,998
Construction in progress	4,495			4,495
Total real estate assets	4,230,039	611,036		4,841,075
Cash and cash equivalents	38,882	(12,900)	(c)	25,982
Tenant receivables, net of allowance for doubtful accounts	108,057			108,057
Prepaid expenses and other assets	22,700	1,657	(g)	24,357
Deferred financing costs, less accumulated amortization	9,827	3,900	(j)	13,727
Intangible lease origination costs, less accumulated amortization	269,914	12,031	(b)	281,945
Deferred lease costs, less accumulated amortization	46,266	2,741	(h)	49,007
Investments in development bonds	646,000			646,000
Total assets	\$ 5,371,685	\$ 618,465		\$ 5,990,150

(a) Historical financial information is derived from Wells Real Estate Investment Trust II's annual report filed on Form 10-K as of December 31, 2010.

(b) Reflects the purchase price of the assets and liabilities obtained by Wells REIT II in connection with the respective acquisition, net of any purchase price adjustments.

(c) Represents cash on hand that was used to partially fund the acquisition of the Buildings.

(d) Represents amount drawn under a six-month, unsecured loan with JPMorgan Chase Bank (the "JPMorgan Chase Bridge Loan"). Under the JPMorgan Chase Bridge Loan, interest is incurred based on, at the Wells REIT II's option, LIBOR for one-, two-, or three-month periods, plus an applicable margin of 2.25% (the "Bridge LIBOR Rate"), or at an alternate base rate, plus an applicable margin of 1.25% (the "Bridge Base Rate"). Should any unpaid principal remain outstanding on the JPMorgan Chase Bridge Facility as of June 5, 2011, Wells REIT II would incur an additional duration fee equal to 0.25% of the principal outstanding on the JPMorgan Chase Bridge Facility at that time. Wells REIT II is required to repay outstanding principal and accrued interest six months after the respective funding dates. All such borrowings shall be prepaid with (a) 100% of the net cash proceeds of all asset sales or other dispositions of properties, (b) 100% of the net cash proceeds of issuances, offerings, or placements of debt obligations, and (c) 100% of the net cash proceeds of issuances of equity securities.

(e)

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Represents amount drawn under Wells REIT II's \$500.0 million, three-year unsecured revolving credit facility with a syndicate of lenders led by JPMorgan Chase Bank, N.A. as administrative agent (the "JPMorgan Chase Credit Facility"). Wells REIT II is required to repay all outstanding principal balances and accrued interest by May 7, 2013. The JPMorgan Chase Credit Facility provides for interest to be incurred based on, at the option of Wells REIT II, LIBOR for one-, two-, three-, or six-month periods, plus an applicable margin ranging from 2.60% to 3.40% (the "LIBOR Rate"), or at an alternate base rate, plus an applicable margin ranging from 1.60% to 2.40% (the "Base Rate"). The margin component of the LIBOR Rate and the Base Rate is determined based on Wells REIT II's corporate credit rating, as long as it has such a rating, or on Wells REIT II's leverage ratio, as defined, if it does not have a corporate credit rating. Additionally, Wells REIT II will incur a facility fee on the aggregate revolving commitment ranging from 0.40% to 0.60% per annum, which is also determined based on Wells REIT II's corporate credit rating, as long as it has such a rating, or on its leverage ratio, if it does not have a corporate credit rating.

- (f) Consists primarily of seller-period real estate taxes for which credit was received at closing.
- (g) Consists primarily of tenant improvement escrow cash for tenant Mintz Levin.

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- (h) Represents deferred tenant cost allowance asset for tenant Mintz Levin free rent assumed at acquisition.
- (i) Primarily driven by acquisition expenses (transfer taxes).
- (j) Consists of loan origination fees related to securing the JPMorgan Chase Bridge Loan referenced in note (d) above. These costs are amortized over the life of the loan.

The accompanying notes are an integral part of this statement.

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WELLS REAL ESTATE INVESTMENT TRUST II, INC.

PRO FORMA BALANCE SHEET

DECEMBER 31, 2010

(in thousands)

(unaudited)

LIABILITIES AND STOCKHOLDERS EQUITY

	Wells Real Estate Investment Trust II, Inc. Historical ^(a)	Market Square Pro Forma Adjustments		Pro Forma Total
Liabilities:				
Notes payable	\$ 886,939	\$ 300,000 (d)		\$ 1,486,939
		300,000 (e)		
Intangible lease liabilities, less accumulated amortization	87,934	19,680 (b)		107,614
Accounts payable, accrued expenses	102,697	6,195 (f)		108,892
Due to affiliates	4,479			4,479
Obligations under capital leases	646,000			646,000
Deferred income	26,403	1,919 (b)		28,322
Total liabilities	1,754,452	627,794		2,382,246
Minority Interest				
Redeemable Common Stock	161,189			161,189
Stockholders Equity:				
Common stock, \$0.01 par value; 900,000,000 shares authorized; and 540,906,780 issued and outstanding as of December 31, 2010	5,409			5,409
Additional paid in capital	4,835,088			4,835,088
Cumulative distributions in excess of earnings	(1,212,472)	(9,329) (i)		(1,221,801)
Redeemable common stock	(161,189)			(161,189)
Other comprehensive loss	(11,139)			(11,139)
Total stockholders equity	3,455,697	(9,329)		3,446,368
Nonredeemable noncontrolling interests	347			347
Total liabilities, redeemable common stock, and stockholders equity	\$ 5,371,685	\$ 618,465		\$ 5,990,150

(a) Historical financial information is derived from Wells Real Estate Investment Trust II's annual report filed on Form 10-K as of December 31, 2010.

(b) Reflects the purchase price of the assets and liabilities obtained by Wells REIT II in connection with the respective acquisition, net of any purchase price adjustments.

(c) Represents cash on hand that was used to partially fund the acquisition of the Buildings.

(d)

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Represents amount drawn under Wells REIT II's \$500.0 million, three-year unsecured revolving credit facility with a syndicate of lenders led by JPMorgan Chase Bank, N.A. as administrative agent (the JPMorgan Chase Credit Facility). Wells REIT II is required to repay all outstanding principal balances and accrued interest by May 7, 2013. The JPMorgan Chase Credit Facility provides for interest to be incurred based on, at the option of Wells REIT II, LIBOR for one-, two-, three-, or six-month periods, plus an applicable margin ranging from 2.60% to 3.40% (the LIBOR Rate), or at an alternate base rate, plus an applicable margin ranging from 1.60% to 2.40% (the Base Rate). The margin component of the LIBOR Rate and the Base Rate is determined based on Wells REIT II's corporate credit rating, as long as it has such a rating, or on Wells REIT II's leverage ratio, as defined, if it does not have a corporate credit rating. Additionally, Wells REIT II will incur a facility fee on the aggregate revolving commitment ranging from 0.40% to 0.60% per annum, which is also determined based on Wells REIT II's corporate credit rating, as long as it has such a rating, or on its leverage ratio, if it does not have a corporate credit rating.

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(e)

Represents amount drawn under a six-month, unsecured loan with JPMorgan Chase Bank (the JPMorgan Chase Bridge Loan). Under the JPMorgan Chase Bridge Loan, interest is incurred based on, at the Wells REIT II s option, LIBOR for one-, two-, or three-month periods, plus an applicable margin of 2.25% (the Bridge LIBOR Rate), or at an alternate base rate, plus an applicable margin of 1.25% (the Bridge Base Rate). Should any unpaid principal remain outstanding on the JPMorgan Chase Bridge Facility as of June 5, 2011, Wells REIT II would incur an additional duration fee equal to 0.25% of the principal outstanding on the JPMorgan Chase Bridge Facility at that time. Wells REIT II is required to repay outstanding principal and accrued interest six months after the respective funding dates. All such borrowings shall be prepaid with (a) 100% of the net cash proceeds of all asset sales or other dispositions of properties, (b) 100% of the net cash proceeds of issuances, offerings, or placements of debt obligations, and (c) 100% of the net cash proceeds of issuances of equity securities.

- (f) Consists primarily of seller-period real estate taxes for which credit was received at closing.
- (g) Consists primarily of tenant improvement escrow cash for tenant Mintz Levin.
- (h) Represents deferred tenant cost allowance asset for tenant Mintz Levin free rent assumed at acquisition.
- (i) Primarily driven by acquisition expenses (transfer taxes).

The accompanying notes are an integral part of this statement.

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WELLS REAL ESTATE INVESTMENT TRUST II, INC.

PRO FORMA STATEMENT OF OPERATIONS

DECEMBER 31, 2010

(in thousands)

(unaudited)

	Wells Real Estate Investment Trust II, Inc. Historical ^(a)	Market Square Pro Forma Adjustments		Pro Forma Total
Revenues:				
Rental income	\$ 447,054	\$ 33,970	(b)	\$ 481,024
Tenant reimbursements	99,653	7,692	(c)	107,345
Hotel income	19,819			19,819
Other rental income	1,441	2,985		4,426
	567,967	44,647		612,614
Expenses:				
Property operating costs	169,658	14,813	(d)	184,471
Hotel operating costs	17,035			17,035
Asset and property management fees:				
Related party	34,116	1,948	(e)	36,064
Other	4,147	1,241		5,388
Depreciation	102,267	12,701	(f)	114,968
Amortization	117,569	10,188	(g)	127,757
General and administrative	23,522			23,522
Acquisition fees and expenses	10,779			10,779
	479,093	40,891		519,984
Real estate operating income (loss)	88,874	3,756		92,630
Other income (expense):				
Interest expense	(88,914)	(9,470)	(h)	
		(3,685)	(i)	
		(3,900)	(j)	(105,969)
Gain (loss) on interest rate swaps	(19,061)			(19,061)
Interest and other income	43,089			43,089
	(64,886)	(17,055)		(81,941)
Income (loss) before income tax benefit	23,988	(13,299)		10,689
Income tax benefit	226			226
Income (loss) from continuing operations	24,214	(13,299)		10,915

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Discontinued operations:				
Operating income (loss)		(713)		(713)
Loss on sale		(161)		(161)
Income (loss) from discontinued operations		(874)		(874)
Net income (loss)	\$	23,340	\$	(13,299)
Less: Net (income) loss attributable to noncontrolling interests		(74)		(74)
Net income (loss) attributable to common stockholders	\$	23,266	\$	(13,299)
Net income per share - basis and diluted	\$	0.04		\$
Weighted-average shares outstanding - basic and diluted		524,848		524,848

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- (a) Historical financial information derived from Wells Real Estate Investment Trust II's annual report filed on Form 10-K for the period ended December 31, 2010.
- (b) Rental income consists primarily of base rent. Base rent is recognized on a straight-line basis beginning on the pro forma acquisition date of January 1, 2010.
- (c) Consists of operating cost reimbursements.
- (d) Consists of property operating expenses, primarily made up of real estate taxes, insurance, utilities, and maintenance and support services.
- (e) Asset management fees are incurred at a rate of 0.0625% of the gross cost of qualifying assets under management (AUM) when total AUM is less than \$5.2 billion. When total AUM falls within a range of \$5.2 billion and \$6.5 billion, asset management fees are capped at \$32.5 million annually. Acquiring Market Square caused AUM to increase to approximately \$5.9 billion, thus, AUM are effectively capped at \$32.5M annually.
- (f) Depreciation expense is calculated using the straight-line method based on the purchase price allocated to the Buildings over a 40-year life; tenant improvements over the shorter of the lease term or the useful life, and site improvements over a 15-year life.
- (g) Amortization of deferred leasing costs and lease intangibles is recognized using the straight-line method over the lives of the respective leases.
- (h) Represents additional interest expense that would have been incurred if the balance for the JPMorgan Chase Credit Facility had an average outstanding balance of \$300.0 million for the twelve months ended December 31, 2010, calculated using an interest rate of approximately 3.16%, which is calculated using an average LIBOR rate of 0.21% plus an applicable margin of 295 bps.
- (i) Represents additional interest expense that would have been incurred if the balance of the JPMorgan Chase Bridge Loan had an average outstanding balance of \$296.1 million for the twelve months ended December 31, 2010, calculated using an interest rate of approximately 2.46%, which is calculated using an average LIBOR rate of 0.21% plus an applicable margin of 225 bps.
- (j) Consists of loan origination fees related to securing the JPMorgan Chase Bridge Loan referenced in note (d) above. These costs are amortized over the life of the loan.

The accompanying notes are an integral part of this statement.

Table of Contents**Index to Financial Statements****Wells Real Estate Investment Trust II, Inc.****Schedule III - Real Estate Assets and Accumulated Depreciation and Amortization****December 31, 2010****(in thousands)**

Description	Location	Ownership Percentage	Easements and Encumbrances	Initial Cost			Gross Amount at Which Carried at December 31, 2010			Accumulated Depreciation and Amortization	Date of Construction	Date Acquired	Life on which Depreciation and Amortization is Computed (h)	
				Land	Buildings and Improvements	Total	Land	Buildings and Improvements	Total					
WEATHERFORD CENTER	Houston, TX	100%	None	\$ 6,100	\$ 28,905	\$ 35,005	3,674	\$ 6,241	\$ 32,438	\$ 38,679	\$ 13,151	1980	2/10/2004	0 to 40 years
33 & 777 REPUBLIC DRIVE	Allen Park, MI	100%	None	4,400	12,716	17,116	443	4,502	13,058	17,559	\$ 3,355	2000	3/31/2004	0 to 40 years
MANHATTAN TOWERS	Manhattan													
	Beach, CA	100%	75,000	11,200	72,467	83,667	(7,888)	11,459	64,320	75,779	\$ 11,066	1985	4/2/2004	0 to 40 years
TECHNOLOGY DRIVE	Westborough, MA	100%	None	5,570	38,218	43,788	5,267	5,627	43,428	49,055	\$ 14,706	1987	5/27/2004	0 to 40 years
80 PARK AVENUE	Florham Park, NJ	100%	None	10,802	62,595	73,397	1,882	11,050	64,229	75,279	\$ 25,925	1982	6/23/2004	0 to 40 years
ONE GLENLAKE PARKWAY	Atlanta, GA	100%	60,000(a)	5,846	66,681	72,527	0	5,934	66,593	72,527	\$ 17,107	2003	6/25/2004	0 to 40 years
10 M STREET	Washington, DC	100%	None	26,248	76,269	102,517	83	26,806	75,794	102,600	\$ 23,922	2001	6/29/2004	0 to 40 years
ONE WEST FOURTH STREET	Winston- Salem, NC	100%	41,537	2,711	69,383	72,094	80	2,721	69,453	72,174	\$ 15,400	2002	7/23/2004	0 to 40 years
333 FINLEY ROAD	Downers Grove, IL	100%	None	6,925	34,575	41,500	631	7,015	35,116	42,131	\$ 6,384	1999	8/4/2004	0 to 40 years
501 OPUS PLACE	Downers Grove, IL	100%	None	3,579	17,220	20,799	329	3,625	17,502	21,128	\$ 3,208	1988	8/4/2004	0 to 40 years
500 WINDY RIDGE PARKWAY	Atlanta, GA	100%	32,000	7,410	60,601	68,011	1,572	7,485	62,098	69,583	\$ 10,902	1985	9/20/2004	0 to 40 years
	Atlanta, GA	100%	25,000	13,761	31,785	45,546	491	13,898	32,139	46,037	\$ 6,685	1996	9/20/2004	0 to 40 years

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100- 4300 WILDWOOD PARKWAY 200 WILDWOOD PARKWAY	Atlanta, GA	100%	33,000	8,472	44,221	52,693	524	8,546	44,671	53,217	\$ 10,908	1998	9/20/2004	0 to 40 years
EMERALD POINT 800 NORTH FREDERICK	Dublin, CA Gaithersburg, MD	100%	None	8,643	32,344	40,987	(12,314)	8,799	19,873	28,673	\$ 3,092	1999	10/14/2004	0 to 40 years
THE CORRIDORS III	Downers Grove, IL	100%	None	2,524	35,016	37,540	(1,788)	2,558	33,194	35,752	\$ 7,037	2001	11/1/2004	0 to 40 years
HIGHLAND LANDMARK III	Downers Grove, IL	100%	33,840	3,028	47,454	50,482	(4,595)	3,055	42,832	45,887	\$ 8,321	2000	12/27/2004	0 to 40 years
80 PARK AVENUE 105	Florham Park, NJ	100%	None	4,501	47,957	52,458	1,744	4,501	49,701	54,202	\$ 15,876	2001	3/14/2005	0 to 40 years
241 IRWIN SIMPSON ROAD	Mason, OH	100%	None	1,270	28,688	29,958	719	1,299	29,378	30,677	\$ 5,123	1997	3/17/2005	0 to 40 years
990 DUKE ROAD 995 OPUS PARKWAY	Mason, OH Minnetonka, MN	100%	None	520	8,681	9,201	178	522	8,857	9,379	\$ 1,775	2001	3/17/2005	0 to 40 years
15 DIEHL ROAD	Naperville, IL	100%	21,000	3,452	17,456	20,908	3,240	3,472	20,676	24,148	\$ 5,325	1988	4/19/2005	0 to 40 years

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Description	Location	Ownership Percentage	Encumbrances	Initial Cost			Gross Amount at Which Carried at December 31, 2010				Date of Construction	Date Acquired	Life on which Depreciation and Amortization is Computed (h)	
				Land	Buildings and Improvements	Total	Costs Capitalized Subsequent to Acquisition	Land	Buildings and Improvements	Total				Accumulated Depreciation and Amortization
10 EAST PRATT	Baltimore, MD	100%	105,000	31,234	140,217	171,451	29,681	31,777	169,355	201,132	\$ 35,774	1975/1991	5/12/2005	0 to 40 years
COLLEGE PARK AZA	Indianapolis, IN	100%	None	2,822	22,910	25,732	(1,430)	2,822	21,479	24,302	\$ 5,143	1998	6/21/2005	0 to 40 years
100 SOUTH	Salt Lake City, UT	100%	None	5,626	38,254	43,880	166	5,734	38,312	44,046	\$ 11,193	1955	7/6/2005	0 to 40 years
THE ROBBINS ROAD (b)	Westford, MA	99%	None	5,391	33,788	39,179	19	5,391	33,807	39,198	\$ 6,298	1981	8/18/2005	0 to 40 years
THE ROBBINS ROAD (b)	Westford, MA	99%	None	2,950	32,544	35,494	(0)	2,950	32,544	35,494	\$ 9,466	2001	8/18/2005	0 to 40 years
OLDWIN POINT	Orlando, FL	100%	None	2,920	19,794	22,714	592	2,920	20,385	23,306	\$ 4,488	2005	8/26/2005	0 to 40 years
100 UNIVERSITY CIRCLE	East Palo Alto, CA	100%	None	8,722	107,730	116,452	1,081	8,803	108,730	117,533	\$ 34,563	2001	9/20/2005	0 to 40 years
100 UNIVERSITY CIRCLE	East Palo Alto, CA	100%	None	10,040	93,716	103,756	8,314	10,134	101,935	112,070	\$ 17,887	2002	9/20/2005	0 to 40 years
100 UNIVERSITY CIRCLE	East Palo Alto, CA	100%	None	8,731	76,842	85,573	536	8,819	77,290	86,109	\$ 11,664	2003	9/20/2005	0 to 40 years
CARTHUR ROUGE	Irving, TX	100%	None	2,680	42,269	44,949	(7,032)	2,680	35,236	37,917	\$ 4,610	1998	11/15/2005	0 to 40 years
HOUSTON CENTER	Houston, TX	100%	None	8,186	147,653	155,839	(7,851)	8,186	139,802	147,988	\$ 39,263	2002	12/20/2005	0 to 40 years
Y CENTER OWER	Cleveland, OH	100%	None	7,269	244,424	251,693	14,117	7,454	258,355	265,810	\$ 52,175	1991	12/22/2005	0 to 40 years
Y CENTER ARRIOTT	Cleveland, OH	100%	None	3,473	34,458	37,931	7,087	3,629	41,390	45,018	\$ 8,759	1991	12/22/2005	0 to 40 years
00 PARK LANE	North Fayette, PA	100%	None	1,381	21,855	23,236	2,047	1,412	23,871	25,283	\$ 6,218	1993	12/27/2005	0 to 40 years
MPA MMONS	Tampa, FL	100%	None	5,150	41,372	46,522	1,859	5,268	43,113	48,381	\$ 11,969	1984	12/27/2005	0 to 40 years
KEPOINTE 5	Charlotte, NC	100%	None	2,150	14,930	17,080	489	2,199	15,369	17,569	\$ 2,951	2001	12/28/2005	0 to 40 years

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KEPOINTE 3	NC													
	Charlotte,													
THE SANTAN	NC	100%	None	2,488	5,483	7,971	8,238	2,546	13,662	16,209	\$ 3,032	2006	12/28/2005	0 to 40 year
RPORATE	Chandler,													
ENTER	AZ	100%	18,000	4,871	24,669	29,540	135	4,948	24,727	29,675	\$ 5,416	2000	4/18/2006	0 to 40 year
NO SANTAN	Chandler,													
RPORATE	AZ	100%	21,000	3,174	21,613	24,787	(1,805)	3,245	19,737	22,982	\$ 2,711	2003	4/18/2006	0 to 40 year
ENTER	Naperville,													
S SHUMAN	IL	100%	49,000	7,142	41,535	48,677	6,890	7,233	48,334	55,567	\$ 10,105	1986	7/20/2006	0 to 40 year
ULEVARD														
50	Orlando, FL	100%	None	3,519	38,332	41,851	808	3,581	39,079	42,659	\$ 9,262	2001	8/9/2006	0 to 40 year
RPORATE	Lancaster,													
ULEVARD	SC	100%	None	1,409	28,393	29,802	682	1,432	29,052	30,484	\$ 5,639	2006	9/6/2006	0 to 40 year
GEWATER	Arlington,													
RPORATE	TX	100%	None	2,539	13,919	16,458	679	2,557	14,580	17,137	\$ 4,187	1998	9/15/2006	0 to 40 year
ENTER	Newark, NJ	100%	60,894	31,766	109,952	141,718	6,096	32,221	115,593	147,814	\$ 27,840	1979	9/21/2006	0 to 40 year
00	Jersey City,													
NTREWAY	NJ	100%	None	29,061	141,544	170,605	10,807	29,712	151,700	181,412	\$ 28,448	1989	10/31/2006	0 to 40 year
ACE														
PARK PLAZA	Irving, TX	100%	None	8,639	43,980	52,619	1,231	8,752	45,099	53,850	\$ 13,402	1999	12/21/2006	0 to 40 year
INTERNATIONAL	Nashville,													
NANCIAL	TN	100%	None	8,955	58,339	67,294	(11,217)	9,106	46,971	56,077	\$ 7,943	1991	1/4/2007	0 to 40 year
OWER														
ERLING														
MMERCE														
IE CENTURY														
ACE														

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Location	Ownership			Initial Cost			Gross Amount at Which Carried at December 31, 2010					Date Acquired	Amortization	
	Location	Percentage	Encumbrances	Land	Buildings and Improvements	Total	Costs Capitalized Subsequent to Acquisition	Land	Buildings and Improvements	Total	Accumulated Depreciation and Amortization			
North														
Fayette, PA	100%	None		1,044		1,044	12	1,056		1,056	\$	N/A	1/5/2007	0 to
East														
Hanover, NJ	100%	None		2,726	30,078	32,804	1,052	2,762	31,094	33,856	\$ 8,020	1990	3/27/2007	0 to
Pasadena, CA	100%	None		53,099	59,630	112,729	(5,756)	53,099	53,874	106,973	\$ 5,945	1965/2000/2002/2003	7/11/2007	0 to
Columbia, MD	100%	None		10,232	54,070	64,302	34	10,232	54,104	64,336	\$ 7,316	2000	7/12/2007	0 to
Cranberry Township, PA	100%	63,396		7,209	89,191	96,400	1,211	7,209	90,401	97,611	\$ 4,615	2009	8/1/2007	0 to
New York City, NY	100%	164,151(c)			324,520	324,520	1,533		326,053	326,053	\$ 35,751	2001	8/17/2007	0 to
Bannockburn, IL	100%	None		7,635	11,002	18,637	76	7,663	11,050	18,713	\$ 2,282	1987	9/10/2007	0 to
Wayne, PA	100%	None		3,723	20,597	24,320	5,326	3,786	25,860	29,646	\$ 3,864	1985	9/14/2007	0 to
Englewood, CO	100%	None		13,429	109,781	123,210	3,253	13,735	112,727	126,463	\$ 14,731	2002/2003/2007	9/26/2007	0 to
Lynnwood, WA	100%	None		3,896	17,144	21,040	462	3,965	17,537	21,502	\$ 1,862	2007	11/5/2007	0 to
Lynnwood, WA	100%	None		2,035	9,262	11,297	216	2,071	9,442	11,513	\$ 746	2007	11/5/2007	0 to
St. Louis, MO	100%	None		6,138	19,105	25,243	8	6,138	19,113	25,251	\$ 2,134	1998	2/1/2008	0 to
Milwaukee, WI	100%	None		3,219	15,394	18,613	2,380	3,219	17,774	20,993	\$ 2,472	1990	3/3/2008	0 to
Atlanta, GA	100%	216,000(d)		28,478	225,067	253,545	4,184	28,858	228,871	257,729	\$ 19,351	1992/1999/2001/2002	5/8/2008	0 to
Atlanta, GA	100%	250,000(c),(e)			262,468	262,468	3,252		265,720	265,720	\$ 20,364	2002	7/1/2008	0 to

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GH															
KE G	Sandy		25,721 /												
ST Y	Springs, GA	100%	120,000 (f)	7,517	88,784	96,301	891	8,055	89,136	97,192	\$ 7,217		2008	7/31/2008	0 to
	Linthicum,														
V S	MD	100%	None	11,410	78,988	90,398	1,211	11,745	79,864	91,609	\$ 7,413		1992	9/5/2008	0 to
	Moscow,														
B OUTH TREET	Russia	100%	None(c)		66,387	66,387	1,727		68,114	68,114	\$ 10,604		2009	5/29/2009	0 to
	Salt Lake														
G RCE	City, UT	100%	None	525		525	188	713		713	\$		N/A	8/26/2009	0 to
	Columbus,														
	OH	100%	None	1,793	31,501	33,294	2,888	1,793	34,389	36,182	\$ 1,123	1990/1995/1996/1998		3/8/2010	0 to
GS	Boston, MA	100%	None	8,632	74,625	83,257	5,347	8,632	79,971	88,604	\$ 2,995		1984	4/1/2010	0 to

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Location	Ownership Percentage	Easements	Encumbrances	Initial Cost				Gross Amount at Which Carried at December 31, 2010			Date of Construction	Date Acquired	Cost	
				Land	Buildings and Improvements	Total	Costs Capitalized Subsequent to Acquisition	Land	Buildings and Improvements	Total				Accumulated Depreciation and Amortization
CRANBERRY PHASE 1	100%	None	None	8,303	83,871	92,174	(0)	8,303	83,871	92,174	\$ 1,582	2010	6/1/2010	
GLENLAKE PARKWAY BUILDING	100%	None	None	4,734	79,344	84,078	5,000	4,734	84,344	89,078	\$ 1,690	2008	6/28/2010	
LINDBERGH CENTER BUILDING	100%	None	None	1,222	20,402	21,624	938	1,222	21,340	22,562	\$ 388	1959	8/25/2010	
ROBBINS ROAD BUILDING	100%	None	None	5,148	24,743	29,891	2,805	5,148	27,548	32,696	\$ 317	1972/1982	10/21/2010	
100% II Properties				\$ 566,848	\$ 4,327,545	\$ 4,894,393	\$ 105,509	\$ 571,696	\$ 4,428,206	\$ 4,999,902	\$ 769,863			

- (a) As a result of the acquisition of the One Glenlake Parkway Building, Wells REIT II acquired investments in bonds and certain obligations under capital leases in the amount of \$60.0 million.
- (b) Wells REIT II acquired an approximate 99.3% interest in the One Robbins Road and Four Robbins Road Buildings through a joint venture with an unaffiliated party. As the controlling member, Wells REIT II is deemed to have control of the joint venture and, as such, consolidates it into the financial statements of Wells REIT II.
- (c) Property is owned subject to a long-term ground lease.
- (d) As a result of the acquisition of the Lenox Park Buildings, Wells REIT II acquired investments in bonds and certain obligations under capital leases in the amount of \$216.0 million.
- (e) As a result of the acquisition of the Lindbergh Center Building, Wells REIT II acquired investments in bonds and certain obligations under capital leases in the amount of \$250.0 million.
- (f) As a result of the acquisition of the Three Glenlake Building, Wells REIT II acquired investments in bonds and certain obligations under capital leases in the amount of \$120.0 million.

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(h) Wells REIT II assets are depreciated or amortized using the straight-lined method over the useful lives of the assets by class. Generally, Tenant Improvements are amortized over the shorter of economic life or lease term, Lease Intangibles are amortized over the respective lease term, Building Improvements are depreciated over 5-25 years, Site Improvements are depreciated over 15 years, and Buildings are depreciated over 40 years.

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Table of Contents**Index to Financial Statements****Wells Real Estate Investment Trust II, Inc.****Schedule III - Real Estate Assets and Accumulated Depreciation and Amortization****December 31, 2010****(in thousands)**

	2010	2009	2008	2007
Real Estate:				
Balance at the beginning of the year	\$ 4,767,664	\$ 4,625,137	\$ 3,787,838	\$ 2,938,153
Additions to/improvements of real estate	297,023	159,654	870,227	863,782
Sale of real estate	(18,143)			
Write-offs of tenant improvements		(890)	(501)	(547)
Write-offs of intangible assets ⁽¹⁾	(52)	(2,704)	(9,139)	(10,015)
Write-offs of fully depreciated/amortized assets	(46,590)	(13,533)	(23,288)	(3,535)
Balance at the end of the year	\$ 4,999,902	\$ 4,767,664	\$ 4,625,137	\$ 3,787,838
Accumulated Depreciation and Amortization:				
Balance at the beginning of the year	\$ 635,080	\$ 467,945	\$ 324,472	\$ 185,322
Depreciation and amortization expense	184,155	183,239	168,300	145,107
Sale of real estate	(2,763)			
Write-offs of tenant improvements	25	(674)	(110)	(105)
Write-offs of intangible assets ⁽¹⁾	(44)	(1,897)	(1,429)	(2,317)
Write-offs of fully depreciated/amortized assets	(46,590)	(13,533)	(23,288)	(3,535)
Balance at the end of the year	\$ 769,863	\$ 635,080	\$ 467,945	\$ 324,472

(1) - Consists of write-offs of intangible lease assets related to lease restructurings, amendments and terminations.

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Wells Operating Partnership II, L.P.

Offer to Exchange

\$250,000,000 aggregate principal amount of its 5.875% Senior Notes due 2018, each of which have been registered under the Securities Act of 1933, as amended (the Securities Act), for any and all of its outstanding 5.875% Senior Notes due 2018.

Until _____, 2011, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Delaware Registrants:

The Issuer and certain of the Guarantor Subsidiaries are formed under the laws of the State of Delaware.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever.

The Issuer

The Issuer is a limited partnership formed under the laws of the State of Delaware. The Issuer's limited partnership agreement provides that to the maximum extent permitted by Delaware law in effect from time to time, the Issuer shall indemnify any indemnitee from and against any claim or liability to which such person may become subject or which such person may incur by reason of his service on behalf of the Issuer and, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall pay or reimburse any indemnitee reasonable expenses in advance of final disposition of a proceeding. Additionally, the Issuer's limited partnership agreement provides that the indemnification provided shall be in addition to any other rights to which an indemnitee or any other person may be entitled under the agreement.

Wells REIT II University Circle, L.P.

Wells REIT II University Circle, LP is a limited partnership under the laws of the State of Delaware. Wells REIT II University Circle, LP's limited partnership agreement provides that the Partnership, its receiver, or its trustee shall indemnify, save harmless, and pay all judgments and claims against any General Partner relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such General Partner in connection with the business of the Partnership, including attorneys' fees incurred by such General Partner in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law. Additionally, Wells REIT II University Circle, LP's operating agreement provides that in the event of any action by a Partner against any General Partner, including a Partnership derivative suit, the Partnership shall indemnify, save harmless, and pay all expenses of such General Partner, including attorneys' fees, incurred in the defense of such action, if such General Partner is successful in such action. Moreover, Wells REIT II University Circle, LP's operating agreement provides that the Partnership shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any General Partner who for the benefit of the Partnership makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Partnership and who suffers any financial loss as the result of such action. Furthermore, Wells REIT II University Circle, LP's operating agreement provides that the General Partner shall not be entitled to indemnification under Section 13.1 of the operating agreement if the conduct of the General Partner constitutes fraud, gross negligence or willful or wanton misconduct. According to the operating agreement, any act or omission, if done or omitted to be done in reliance, in whole or in part, upon the advice of independent legal counsel or independent public accountants selected with reasonable care, will be presumed to have been done or omitted to be done in good faith and not to constitute gross negligence or willful or wanton misconduct. Finally, Wells REIT II University Circle, LP's operating agreement provides that the Partnership may purchase and maintain insurance on behalf of any one or more indemnitees under Section 13.1 and such other persons as the General Partner shall determine against any liability which may be asserted against or expense which may be incurred by such person in connection with the Partnership's activities, whether or not the Partnership would have the power to indemnify such person against such liability or expense under the provisions of the operating agreement. The General Partner and the Partnership may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 13.2 of the operating agreement and containing such other procedures regarding indemnification as are appropriate.

Wells REIT II MacArthur Ridge I, L.P.

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Wells REIT II MacArthur Ridge I, LP is a limited partnership formed under the laws of the State of Delaware. Wells REIT II MacArthur Ridge, LP's limited partnership agreement provides that the Partnership to the extent of its assets legally available for that purpose, will indemnify and hold harmless the Partners and any partner, shareholder, director,

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manager, trust manager, officer, trustee, agent, Affiliate and professional or other advisor of any of them, from and against any and all loss, damage, expense (including without limitation fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any indemnified person does or refrains from doing for, or in connection with the business or affairs of, the Partnership (including any loss, damage, expense or liability caused by or attributable to the ordinary or simple negligence, as opposed to gross negligence, of the indemnified person), except to the extent that the loss, damage, expense or liability results primarily from the indemnified person's gross negligence or willful breach of a material provision of the operating agreement that in either event causes actual, material damage to the Partnership.

Wells REIT II – Sterling Commerce, L.P.

Wells REIT II – Sterling Commerce, LP is a limited partnership under the laws of the State of Delaware. Wells REIT II – Sterling Commerce LP's limited partnership agreement provides that to the fullest extent permitted by law, no Partner shall have any liability to the Partnership or to any other Partner for any loss suffered by the Partnership or any other Partner which arises out of any action or inaction of such Partner if such course of conduct did not constitute criminal conduct, willful misconduct, fraud or gross negligence of such Partner. To the fullest extent permitted by law, in no event shall any affiliate of any Partner (other than any affiliate which is a Partner itself) nor any of such affiliate's officers, directors, members, managers, shareholders, employees or agents have any liability to the Partnership, any Partner or any other person for any loss suffered by the Partnership, any Partner or such other person. Nothing contained in Section 5.02(a) of the operating agreement shall limit, restrict or otherwise affect the rights or obligations of a Partner, or any of its affiliates under the operating agreement or any other agreement to which it is a party. Moreover, Wells REIT II – Sterling Commerce, LP's operating agreement provides that the Partnership shall, to the fullest extent permitted by law, indemnify, defend and hold harmless each Partner and/or its affiliates, any of their respective officers, directors, partners, members, managers, shareholders, employees or agents (each, an Indemnitee) from and against any and all claims or liabilities of any nature whatsoever arising out of the business of the Partnership, including, without limitation, reasonable attorneys' fees and disbursements arising out of or in connection with any action taken or omitted by it pursuant to the authority granted by the operating agreement; provided, however, that no indemnification may be made to or on behalf of any Indemnitee if a judgment or final adjudication adverse to such Indemnitee, and which is not subject to further appeal, establishes that such Indemnitee's acts constituted criminal conduct, willful misconduct, fraud or gross negligence. Furthermore, Wells REIT II – Sterling Commerce, LP's operating agreement provides that notwithstanding any other provision herein to the contrary, the liability of the Limited Partners under the operating agreement shall be limited to each Limited Partner's respective Partnership Interest in the Partnership. No direct or indirect partner, shareholder, member or manager in or of any Limited Partner (and no officer, director, member, manager, employee or agent of such direct or indirect partner, shareholder, member or manager) shall have any personal liability under the operating agreement. Also, Sterling Commerce, LP's operating agreement provides that the Partnership shall indemnify the General Partner and make advances for expenses incurred by the General Partner to the maximum extent permitted under the Delaware Act. Finally, Wells REIT II – Sterling Commerce, LP's operating agreement provides that the Partnership shall further indemnify its officers, employees and other agents to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Limited Partner.

Section 18-108 of the Delaware Limited Liability Company Act, or the LLC Act, empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. In accordance with such section, the limited liability company operating agreement

Wells REIT II – KCP, LLC

Wells REIT II – KCP, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II – KCP, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II – KCP, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II – KCP, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by such Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II – KCP, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II – KCP, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II – KCP, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by such Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the limited liability company agreement

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by Wells REIT II KCP, LLC shall be provided out of and to the extent of Company assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II KCP, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II KCP, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II KCP, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the limited liability company agreement. Moreover, Wells REIT II KCP, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II KCP, LLC and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II KCP, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II KCP, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II KCP, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II KCP, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 shall survive any termination of the operating agreement.

Wells REIT II Republic Drive, LLC

Wells REIT II Republic Drive, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Republic Drive, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, Wells REIT II Republic Drive, LLC shall indemnify the member and each officer of Wells REIT II Republic Drive, LLC for all costs and expenses (including attorney's fees and disbursements), losses, liabilities, and damages paid or accrued by such member or officer in connection with any act or omission performed by such person in good faith and on behalf of Wells REIT II Republic Drive, LLC. Additionally, Wells REIT II Republic Drive, LLC limited liability company operating agreement provides to the fullest extent not prohibited by applicable law, expenses (including attorneys' fees and disbursements) incurred by any such member or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells REIT II Republic Drive, LLC prior to the final disposition of such claim, demand, action, suite or proceeding, subject to recapture by Wells REIT II Republic Drive, LLC following a later determination that such member or officer was not entitled to indemnification hereunder. Finally, Wells REIT II Republic Drive, LLC limited liability company operating agreement provides Notwithstanding the foregoing, no member or officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells REIT II 9 Technology Drive, LLC

Wells REIT II 9 Technology Drive, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 9 Technology Drive, LLC's limited liability company operating agreement provides that the member shall not be liable to Wells REIT II 9 Technology Drive, LLC or any person or entity who has an interest in Wells REIT II 9 Technology Drive, LLC for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the member in good faith on behalf of Wells REIT II 9 Technology Drive, LLC and in a manner reasonably believed to be within the scope of the authority conferred on the member by the operating agreement, except that the member shall be liable to the Company for any such loss, damage or claim incurred by reason of the member's willful misconduct. Additionally, Wells REIT II 9 Technology Drive, LLC's limited liability company operating agreement provides that to the full extent permitted by applicable law, the member shall be entitled to indemnification from Wells REIT II 9 Technology Drive, LLC for any loss, damage or claim incurred by the member by reason of any act or omission performed or omitted by the member in good faith on behalf of Wells REIT II 9 Technology Drive, LLC and in a manner reasonably believed to be within the scope of the authority conferred on the member by the operating agreement, except that the member shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by the member by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 17 of the operating agreement shall be provided out of and to the extent of Wells REIT II 9 Technology Drive, LLC assets only, and the member shall no have personal liability on account thereof.

Wells Governor's Pointe 4241 Irwin Simpson, LLC

Wells Governor's Pointe 4241 Irwin Simpson, LLC is a limited liability company under the laws of the State of Delaware. Wells Governor's Pointe 4241 Irwin Simpson, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, Wells Governor's Pointe 4241 Irwin Simpson, LLC shall indemnify the member

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and each officer of Wells Governor s Pointe 4241 Irwin Simpson, LLC for all costs and expenses (including attorney s fees and disbursements), losses, liabilities, and damages paid or accrued by such member or officer in connection with any act or omission performed by such person in good faith and on behalf of Wells Governor s Pointe 4241 Irwin Simpson, LLC. Additionally, Wells Governor s Pointe 4241 Irwin Simpson, LLC limited liability company operating agreement provides to the fullest extent not prohibited by applicable law, expenses (including attorneys fees and disbursements) incurred by any such member or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells Governor s Pointe 4241 Irwin Simpson, LLC prior to the final disposition of such claim, demand, action, suite or proceeding, subject to recapture by Wells Governor s Pointe 4241 Irwin Simpson, LLC following a later determination that such member or officer was not entitled to indemnification hereunder. Finally, Wells Governor s Pointe 4241 Irwin Simpson, LLC limited liability company operating agreement provides Notwithstanding the foregoing, no member or officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells Governor s Pointe 8990 Duke, LLC

Wells Governor s Pointe 8990 Duke, LLC is a limited liability company under the laws of the State of Delaware. Wells Governor s Pointe 8990 Duke, LLC s limited liability company operating agreement provides that to the fullest extent permitted by applicable law Wells Governor s Pointe 8990 Duke, LLC shall indemnify the member and each officer of Wells Governor s Pointe 8990 Duke, LLC for all costs and expenses (including attorney s fees and disbursements), losses, liabilities, and damages paid or accrued by such member or officer in connection with any act or omission performed by such person in good faith and on behalf of Wells Governor s Pointe 8990 Duke, LLC. Additionally, Wells Governor s Pointe 8990 Duke, LLC limited liability company operating agreement provides to the fullest extent not prohibited by applicable law, expenses (including attorneys fees and disbursements) incurred by any such member or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells Governor s Pointe 8990 Duke, LLC prior to the final disposition of such claim, demand, action, suite or proceeding, subject to recapture by Wells Governor s Pointe 8990 Duke, LLC following a later determination that such member or officer was not entitled to indemnification hereunder. Finally, Wells Governor s Pointe 8990 Duke, LLC limited liability company operating agreement provides notwithstanding the foregoing, no member or officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells REIT II LakePointe 5, LLC

Wells REIT II LakePointe 5, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II LakePointe 5, LLC s limited liability company operating agreement provides that to the fullest extent permitted by applicable law, Wells REIT II LakePointe 5 shall indemnify the member and each officer of Wells REIT II LakePointe 5 for all costs and expenses (including attorney s fees and disbursements), losses, liabilities, and damages paid or accrued by such member or officer in connection with any act or omission performed by such person in good faith and on behalf of Wells REIT II LakePointe 5. Additionally, Wells REIT II LakePointe 5, LLC limited liability company operating agreement provides to the fullest extent not prohibited by applicable law, expenses (including attorneys fees and disbursements) incurred by any such member or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells REIT II LakePointe 5 prior to the final disposition of such claim, demand, action, suite or proceeding, subject to recapture by Wells REIT II LakePointe 5 following a later determination that such member or officer was not entitled to indemnification hereunder. Finally, Wells REIT II LakePointe 5, LLC limited liability company operating agreement provides Notwithstanding the foregoing, no member or officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells REIT II LakePointe 3, LLC

Wells REIT II LakePointe 3, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II LakePointe 3, LLC s limited liability company operating agreement provides that to the fullest extent permitted by applicable law, Wells REIT II LakePointe 3 shall indemnify the member and each officer of Wells REIT II LakePointe 3 for all costs and expenses (including attorney s fees and disbursements), losses, liabilities, and damages paid or accrued by such member or officer in connection with any act or omission performed by such person in good faith and on behalf of Wells REIT II LakePointe 3. Additionally, Wells REIT II LakePointe 3, LLC limited liability company operating agreement provides to the fullest extent not prohibited by applicable law, expenses (including attorneys fees and disbursements) incurred by any such member or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells REIT II LakePointe 3 prior to the final disposition of such claim, demand, action, suite or proceeding, subject to recapture by Wells REIT II LakePointe 3 following a later determination that such member or officer was not entitled to indemnification hereunder. Finally, Wells REIT II LakePointe 3, LLC limited liability company operating agreement provides Notwithstanding the foregoing, no member

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officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells REIT II 180 Park Avenue, LLC

Wells REIT II 180 Park Avenue, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 180 Park Avenue, LLC's limited liability company operating agreement provides that the member shall not be liable to Wells REIT II 180 Park Avenue or any person or entity who has an interest in Wells REIT II 180 Park Avenue for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the member in good faith on behalf of Wells REIT II 180 Park Avenue and in a manner reasonably believed to be within the scope of the authority conferred on the member by the operating agreement, except that the member shall be liable to Wells REIT II 180 Park Avenue for any such loss, damage or claim incurred by reason of the member's willful misconduct. Additionally, Wells REIT II 180 Park Avenue, LLC's limited liability company operating agreement provides that to the full extent permitted by applicable law, the member shall be entitled to indemnification from Wells REIT II 180 Park Avenue for any loss, damage or claim incurred by the member by reason of any act or omission performed or omitted by the member in good faith on behalf of Wells REIT II 180 Park Avenue and in a manner reasonably believed to be within the scope of the authority conferred on the member by the operating agreement, except that the member shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by the member by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 17 of the operating agreement shall be provided out of and to the extent of Wells REIT II 180 Park Avenue assets only, and the member shall not have personal liability on account thereof.

Wells REIT II Opus/Finley Portfolio LLC

Wells REIT II Opus/Finley Portfolio, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Opus/Finley Portfolio, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, Wells REIT II Opus/Finley Portfolio shall indemnify the member and each officer of Wells REIT II Opus/Finley Portfolio for all costs and expenses (including attorney's fees and disbursements), losses, liabilities, and damages paid or accrued by such member or officer in connection with any act or omission performed by such person in good faith and on behalf of Wells REIT II Opus/Finley Portfolio. Additionally, Wells REIT II Opus/Finley Portfolio, LLC limited liability company operating agreement provides to the fullest extent not prohibited by applicable law, expenses (including attorneys' fees and disbursements) incurred by any such member or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells REIT II Opus/Finley Portfolio prior to the final disposition of such claim, demand, action, suite or proceeding, subject to recapture by Wells REIT II Opus/Finley Portfolio following a later determination that such member or officer was not entitled to indemnification hereunder. Finally, Wells REIT II Opus/Finley Portfolio, LLC limited liability company operating agreement provides notwithstanding the foregoing, no member or officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells REIT II 8909 Purdue Road, LLC

Wells REIT II 8909 Purdue Road, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 8909 Purdue Road, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, Wells REIT II 8909 Purdue Road shall indemnify the member and each manager or officer of Wells REIT II 8909 Purdue Road for all costs and expenses (including attorneys' fees and disbursements), losses, liabilities, and damages paid or accrued by such member, manager or officer in connection with any act or omission performed by such person in good faith on behalf of Wells REIT II 8909 Purdue Road. Additionally, Wells REIT II 8909 Purdue Road, LLC's limited liability company operating agreement provides that to the fullest extent not prohibited by applicable law, expenses (including attorney's fees and disbursements) incurred by any such member, manager or officer in defending any claim, demand, action, suit or proceeding may, from time to time, upon approval by the member be advanced by Wells REIT II 8909 Purdue Road prior to the final disposition of such claim, demand, action, suit or proceeding, subject to recapture by Wells REIT II 8909 Purdue Road following a later determination that such member, manager or officer shall be indemnified against liability for any intentional misconduct, any knowing violation of law or any transaction in which such member, manager or officer receives a personal benefit in violation or breach of the Act or Agreement.

Wells REIT II Corridors III, LLC

Wells REIT II Corridors III, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Corridors III, LLC's limited liability company operating agreement provides that Wells REIT II Corridors III, LLC, its receiver or its trustee shall indemnify, save harmless, and pay all judgments and claims against the member and any Manager relating to any liability or damage incurred by reason of any

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act performed or omitted to be performed by the member or any Manager in connection with the business of Wells REIT II Corridors III, LLC, including attorneys' fees incurred by the member or any Manager in connection with the defense of any action based on any such act or omission, which attorneys'

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fees may be paid as incurred, including all such liabilities under federal and state securities laws as permitted by law. Additionally, Wells REIT II Corridors III, LLC's limited liability company operating agreement provides that Wells REIT II Corridors III, LLC shall indemnify, save harmless, and pay all expenses, costs, or liabilities of the member and any Manager who for the benefit of Wells REIT II Corridors III, LLC makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by Wells REIT II Corridors III, LLC and who suffers any financial loss as the result of such action. Moreover, Wells REIT II Corridors III, LLC's limited liability company operating agreement provides that Wells REIT II Corridors III, LLC may purchase and maintain insurance on behalf of any one or more indemnitees under Section 7.1 and such other persons as the member shall determine against any liability which may be asserted against or expense which may be incurred by such person in connection with Wells REIT II Corridors III, LLC's activities, whether or not the Company would have the power to indemnify such person against such liability or expense under the provisions of the operating agreement. Wells REIT II Corridors III, LLC may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 7.2 of the operating agreement and containing such other procedures regarding indemnification as are appropriate. Furthermore, Wells REIT II Corridors III, LLC's limited liability company operating agreement provides that Wells REIT II Corridors III, LLC may indemnify and advance expenses under Section 7 of the operating agreement to an employee or agent of Wells REIT II Corridors III, LLC who is not a member to the same extent and subject to the same conditions that a Delaware limited liability company could indemnify and advance expenses to a member.

Wells REIT II Edgewater Corporate Center One, LLC

Wells REIT II Edgewater Corporate Center One, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Edgewater Corporate Center One, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II Edgewater Corporate Center One, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Edgewater Corporate Center One, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II Edgewater Corporate Center One, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II Edgewater Corporate Center One, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Edgewater Corporate Center One, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II Edgewater Corporate Center One, LLC shall be provided out of and to the extent of Company assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II Edgewater Corporate Center One, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II Edgewater Corporate Center One, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II Edgewater Corporate Center One, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II Edgewater Corporate Center One, LLC and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II Edgewater Corporate Center One, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II Edgewater Corporate Center One, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to the Company or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II Edgewater Corporate Center One, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II 2420 Lakemont Avenue MM, LLC

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Wells REIT II 2420 Lakemont Avenue MM, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 2420 Lakemont Avenue MM, LLC's limited liability company operating agreement provides that the member shall have no liability for the obligations of the Company.

Wells REIT II 2420 Lakemont Avenue, LLC

Wells REIT II 2420 Lakemont Avenue, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 2420 Lakemont Avenue, LLC's limited liability company operating agreement provides that no manager, officer, or any of their affiliates, or any officer, director, shareholder, partner, principal, employee or agent of any of the foregoing, shall be liable, in damages or otherwise, to Wells REIT II 2420 Lakemont Avenue, LLC or to any of the members for any act or omission by any such exculpated party pursuant to the authority granted by the operating agreement, unless such act or omission results from fraud, gross negligence, or willful misconduct. Wells REIT II 2420 Lakemont Avenue, LLC shall indemnify, insure, defend and hold harmless each exculpated party from and against any and all claims or liabilities of any nature whatsoever, including reasonable attorney fees, arising out of or in connection with any action taken or omitted by an exculpated party pursuant to the authority granted by the operating agreement or otherwise, except where attributable to the fraud, gross negligence, or willful misconduct of such exculpated party. Each independent experts experienced in the matter at issue, and any act or omission of such exculpated party pursuant to such advice shall in no event subject such exculpated party to liability to the company or any member. Additionally, Wells REIT II 2420 Lakemont Avenue, LLC's limited liability company operating agreement provides that in any pending or completed action, suit, or proceeding to which a member, Manager, Officer or any of their respective Affiliates (which for purposes of the operating agreement shall include in each case the officers, directors, shareholders, partners, principals, employees, or agents of the foregoing is or was a party by reason of the fact that such member, Manager, Officer or Affiliate (a) is or was a member, (b) is or was a Manager, (c) is or was an Officer, or (d) is an Affiliate of a member, Manager or Officer, the Company shall hold harmless, indemnify and insure such member, Manager, Officer or Affiliate harmless from and against any and all losses, harm, liabilities, damages, costs and expense (including, but not limited to, attorney fees, judgments, and amounts paid in settlement) incurred by the member, Manager, Officer or Affiliate in connection with such action, suit, or proceeding if the member, Manager, Officer or Affiliate determined in good faith, that the course of conduct which caused the loss or liability was in the best interests of Wells REIT II 2420 Lakemont Avenue, LLC, and provided that the conduct of such member, Officer or Affiliate does not constitute fraud, gross negligence or willful misconduct. Finally, Wells REIT II 2420 Lakemont Avenue, LLC's limited liability company operating agreement provides that the exculpation of liability and indemnification provided by such Article shall not be deemed exclusive of any other limitation on liability or rights to which those seeking indemnification may be entitled under any statute, agreement, unanimous agreement of members or otherwise.

Wells REIT II University Circle, LLC

Wells REIT II University Circle, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II University Circle, LLC's limited liability company operating agreement provides that Wells REIT II University Circle, LLC, its receiver or its trustee shall indemnify, save harmless, and pay all judgments and claims against the member and any Manager relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the member or any Manager in connection with the business of Wells REIT II University Circle, LLC, including attorneys' fees incurred by the member or any Manager in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws as permitted by law. Additionally, Wells REIT II University Circle, LLC limited liability company operating agreement provides that Wells REIT II University Circle, LLC shall indemnify, save harmless, and pay all expenses, costs, or liabilities of the member and any Manager who for the benefit of Wells REIT II University Circle, LLC makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by Wells REIT II University Circle, LLC and who suffers any financial loss as the result of such action. Moreover, Wells REIT II University Circle, LLC limited liability company operating agreement provides that Wells REIT II University Circle, LLC may purchase and maintain insurance on behalf of any one or more indemnittees under Section 7.1 and such other persons as the member shall determine against any liability which may be asserted against or expense which may be incurred by such person in connection with Wells REIT II University Circle, LLC's activities, whether or not Wells REIT II University Circle, LLC would have the power to indemnify such person against such liability or expense under the provisions of the operating agreement. Wells REIT II University Circle, LLC may enter into indemnity contracts with indemnittees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 7.2 of the operating agreement and containing such other procedures regarding indemnification as are appropriate. Furthermore, Wells REIT II University Circle, LLC limited liability company operating agreement provides that Wells REIT II University Circle, LLC may indemnify and advance expenses under Section 7 of the operating agreement to an employee or agent of Wells REIT II University Circle, LLC who is not a member to the same extent and subject to the same conditions that a Delaware limited liability company could indemnify and advance expenses to a member.

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Wells REIT II Key Center, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Key Center, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II Key Center, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Key Center, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II Key Center, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II Key Center, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Key Center, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II Key Center, LLC shall be provided out of and to the extent of Wells REIT II Key Center, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II Key Center, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II Key Center, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II Key Center, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II Key Center, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II Key Center, LLC and upon such information, opinions, reports or statements presented to Wells REIT II Key Center, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II Key Center, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II Key Center, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II Key Center, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II Key Center, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Key Center Properties, LLC

Wells REIT II Key Center Properties, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Key Center Properties, LLC's limited liability company operating agreement provides that the company shall indemnify and hold harmless, to the fullest extent permitted by law, but solely out of the assets of Wells REIT II Key Center Properties, LLC, each Indemnitee from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts (indemnified costs) arising from all claims, demands, actions, suits or proceedings (Actions), whether civil, criminal, administrative, arbitral or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising as a result of such Indemnitee's management of the affairs of the Company, or rendering of advice or consultation with respect thereto, or which relate to Wells REIT II Key Center Properties, LLC or its business or affairs, and regardless of whether any such Action is brought by a third party, a member, the Managing member, or by or in the right of Wells REIT II Key Center Properties, LLC; provided, however, that an Indemnitee shall not be indemnified under Section 7.4 of the operating agreement if a judgment or other final adjudication adverse to such Indemnitee establishes that its acts or omissions were the result of fraud, gross negligence, willful misconduct or a knowing violation of law. If for any reason the foregoing indemnification is unavailable to such Indemnitee, or insufficient to hold it harmless, then Wells REIT II Key Center Properties, LLC shall contribute to the amount paid or payable by such Indemnitee as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative benefits received by Wells REIT II Key Center Properties, LLC, on the one hand, and the Indemnitee on the other hand or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations. Additionally, Wells REIT II Key Center Properties, LLC's limited liability company operating agreement provides that the company shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 7.4(a) above, in advance of the final disposition of the action.

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Wells REIT II MacArthur Ridge I, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II MacArthur Ridge I, LLC's limited liability company operating agreement provides that subject to the limitations and conditions as provided in such Article VI, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a Person of whom he is the legal representative, is or was a member of Wells REIT II MacArthur Ridge I, LLC shall be indemnified by Wells REIT II MacArthur Ridge I, LLC to the fullest extent permitted by the Act, as the same exists or may hereafter be amended against judgments, penalties, fines, settlements and reasonable expenses actually incurred by such Person in connection with such Proceeding, even if such judgments, penalties, fines, settlements and expenses are attributable to the member's negligence or result from any statutorily imposed strict liability, and indemnification under such Article VI shall continue as to a Person who has ceased to serve in the capacity that initially entitled such Person to indemnity hereunder. The rights granted pursuant to such Article VI shall be deemed contract rights, and no amendment, modification or repeal of such Article VI shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in such Article VI could involve indemnification for negligence or under theories of strict liability. Moreover, Wells REIT II MacArthur Ridge I, LLC's limited liability company operating agreement provides that Wells REIT II MacArthur Ridge I, LLC shall indemnify and advance expenses to an officer, employee or agent of Wells REIT II MacArthur Ridge I, LLC to the same extent and subject to the same conditions under which it may indemnify and advance expenses to a member under such Article VI; and, Wells REIT II MacArthur Ridge I, LLC may indemnify and advance expenses to Persons who are not or were not a member, officer, employee or agent of Wells REIT II MacArthur Ridge I, LLC but who are or were serving at the request of Wells REIT II MacArthur Ridge I, LLC as a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to a member under such Article VI.

Wells REIT II International Financial Tower, LLC

Wells REIT II International Financial Tower, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II International Financial Tower, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the "Covered Persons") shall be liable to Wells REIT II International Financial Tower, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II International Financial Tower, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II International Financial Tower, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II International Financial Tower, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II International Financial Tower, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II International Financial Tower, LLC shall be provided out of and to the extent of Wells REIT II International Financial Tower, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II International Financial Tower, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II International Financial Tower, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II International Financial Tower, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II International Financial Tower, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II International Financial Tower, LLC and upon such information, opinions, reports or statements presented to Wells REIT II International Financial Tower, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert

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competence and who has been selected with reasonable care by or on behalf of Wells REIT II International Financial Tower, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II International Financial Tower, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II International Financial Tower, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II International Financial Tower, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II 7031 Columbia Gateway Drive, LLC

Wells REIT II 7031 Columbia Gateway Drive, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 7031 Columbia Gateway Drive, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II 7031 Columbia Gateway Drive, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 7031 Columbia Gateway Drive, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II 7031 Columbia Gateway Drive, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II 7031 Columbia Gateway Drive, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 7031 Columbia Gateway Drive, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II 7031 Columbia Gateway Drive, LLC shall be provided out of and to the extent of Wells REIT II 7031 Columbia Gateway Drive, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II 7031 Columbia Gateway Drive, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II 7031 Columbia Gateway Drive, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II 7031 Columbia Gateway Drive, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II 7031 Columbia Gateway Drive, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II 7031 Columbia Gateway Drive, LLC and upon such information, opinions, reports or statements presented to Wells REIT II 7031 Columbia Gateway Drive, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II 7031 Columbia Gateway Drive, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II 7031 Columbia Gateway Drive, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II 7031 Columbia Gateway Drive, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II 7031 Columbia Gateway Drive, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II Sterling Commerce, LLC

Wells REIT II Sterling Commerce, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Sterling Commerce, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II Sterling Commerce, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Sterling Commerce, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement,

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except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II Sterling Commerce, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II Sterling Commerce, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Sterling Commerce, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II Sterling Commerce, LLC shall be provided out of and to the extent of Wells REIT II Sterling Commerce, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II Sterling Commerce, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II Sterling Commerce, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II Sterling Commerce, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II Sterling Commerce, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II Sterling Commerce, LLC and upon such information, opinions, reports or statements presented to Wells REIT II Sterling Commerce, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II Sterling Commerce, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II Sterling Commerce, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II Sterling Commerce, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Sterling Commerce, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II South Jamaica Street, LLC

Wells REIT II South Jamaica Street, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II South Jamaica Street, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II South Jamaica Street, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II South Jamaica Street, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II South Jamaica Street, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II South Jamaica Street, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II South Jamaica Street, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II South Jamaica Street, LLC shall be provided out of and to the extent of Wells REIT II South Jamaica Street, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II South Jamaica Street, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II South Jamaica Street, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II South Jamaica Street, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II South Jamaica Street, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II South Jamaica Street, LLC and upon such information, opinions, reports or statements presented to Wells REIT II South Jamaica Street, LLC by any Person as

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to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II South Jamaica Street, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II South Jamaica Street, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II South Jamaica Street, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II South Jamaica Street, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II 15815 25th Avenue, LLC

Wells REIT II 15815 25th Avenue, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 15815 25th Avenue, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II 15815 25th Avenue, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 15815 25th Avenue, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II 15815 25th Avenue, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II 15815 25th Avenue, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 15815 25th Avenue, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II 15815 25th Avenue, LLC shall be provided out of and to the extent of Wells REIT II 15815 25th Avenue, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II 15815 25th Avenue, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II 15815 25th Avenue, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II 15815 25th Avenue, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II 15815 25th Avenue, LLC and upon such information, opinions, reports or statements presented to Wells REIT II 15815 25th Avenue, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II 15815 25th Avenue, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II 15815 25th Avenue, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II 15815 25th Avenue, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II 15815 25th Avenue, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II 13655 Riverport Drive, LLC

Wells REIT II 13655 Riverport Drive, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II 13655 Riverport Drive, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II 13655 Riverport Drive, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 13655 Riverport Drive, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's

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gross negligence or willful misconduct. Additionally, Wells REIT II 13655 Riverport Drive, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II 13655 Riverport Drive, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 13655 Riverport Drive, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II 13655 Riverport Drive, LLC shall be provided out of and to the extent of Wells REIT II 13655 Riverport Drive, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II 13655 Riverport Drive, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II 13655 Riverport Drive, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II 13655 Riverport Drive, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II 13655 Riverport Drive, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II 13655 Riverport Drive, LLC and upon such information, opinions, reports or statements presented to Wells REIT II 13655 Riverport Drive, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II 13655 Riverport Drive, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II 13655 Riverport Drive, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II 13655 Riverport Drive, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II 13655 Riverport Drive, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II Lakehurst Britton, LLC

Wells REIT II Lakehurst Britton, LLC is a limited liability company under the laws of the State of Delaware. Wells REIT II Lakehurst Britton, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II Lakehurst Britton, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Lakehurst Britton, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II Lakehurst Britton, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II Lakehurst Britton, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Lakehurst Britton, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II Lakehurst Britton, LLC shall be provided out of and to the extent of Wells REIT II Lakehurst Britton, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II Lakehurst Britton, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II Lakehurst Britton, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II Lakehurst Britton, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II Lakehurst Britton, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II Lakehurst Britton, LLC and upon such information, opinions, reports or statements presented to Wells REIT II Lakehurst Britton, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by

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or on behalf of Wells REIT II Lakehurst Britton, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II Lakehurst Britton, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II Lakehurst Britton, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II Lakehurst Britton, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Maryland Registrant:

Wells REIT II is incorporated under the laws of the State of Maryland.

Section 2-418 of the Maryland General Corporation Law, or MGCL, establishes provisions whereby a Maryland corporation may indemnify any director or officer made a party to an action or proceeding by reason of service in that capacity, against judgments, penalties, fines, settlements and reasonable expenses incurred in connection with such action or proceeding unless it is proved that the director or officer (i) acted in bad faith or with active and deliberate dishonesty, (ii) actually received an improper personal benefit in money, property or services or (iii) in the case of a criminal proceeding, had reasonable cause to believe that his act was unlawful. However, if the proceeding is a derivative suit in favor of the corporation, indemnification may not be made if the individual is adjudged to be liable to the corporation. In no case may indemnification be made until a determination has been reached that the director or officer has met the applicable standard of conduct. Indemnification for reasonable expenses is mandatory if the director or officer has been successful on the merits or otherwise in the defense of any action or proceeding covered by the indemnification statute. The statute also provides for indemnification of directors and officers by court order. The indemnification provided or authorized in the indemnification statute does not preclude a corporation from extending other rights (indemnification or otherwise) to directors and officers.

Wells REIT II

Wells REIT II's bylaws provide that the corporation shall to the maximum extent permitted by Maryland law in effect from time to time indemnify and pay or reimburse reasonable expenses in advance of the final disposition of a proceeding to (i) any individual who is a present or former director or officer of the Corporation; (ii) any individual who, while a director of the Corporation and at the request of the Corporation, serves or has served as director, officer, partner or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his service in such capacity; or (iii) the Advisor or any of its affiliates acting as an agent of the corporation. Moreover, Wells Real Estate Investment Trust II, Inc.'s bylaws provide that the corporation shall have the power with the approval of the board of directors to provide such indemnification and advancement of expenses to any employee or agent of the Corporation.

Georgia Registrants:

Certain of the Subsidiary Guarantors are either incorporated or formed under the laws of the State of Georgia.

Section 14-11-306 of the Official Code of Georgia Annotated (O.C.G.A.) permits a limited liability to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the limited liability company; provided, however, that no limited liability company shall have the power to indemnify any member or manager for any liability that may not be eliminated or limited by the articles of organization or a written operating agreement by reason of division (4)(A)(i) or (ii) of O.C.G.A. Section 14-11-305.

Wells REIT II Parkside/Atlanta, LLC

Wells REIT II Parkside/Atlanta, LLC is a limited liability company under the laws of the State of Georgia. Wells REIT II Parkside/Atlanta, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II Parkside/Atlanta, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Parkside/Atlanta, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

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Additionally, Wells REIT II Parkside/Atlanta, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT

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II Parkside/Atlanta, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Parkside/Atlanta, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II Parkside/Atlanta, LLC shall be provided out of and to the extent of Wells REIT II Parkside/Atlanta, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II Parkside/Atlanta, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II Parkside/Atlanta, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II Parkside/Atlanta, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II Parkside/Atlanta, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to Wells REIT II Parkside/Atlanta, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II Parkside/Atlanta, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II Parkside/Atlanta, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II Parkside/Atlanta, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II Parkside/Atlanta, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II 1277 LPB Atlanta, LLC

Wells REIT II 1277 LPB Atlanta, LLC is a limited liability company under the laws of the State of Georgia. Wells REIT II 1277 LPB Atlanta, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II 1277 LPB Atlanta, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 1277 LPB Atlanta, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II 1277 LPB Atlanta, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II 1277 LPB Atlanta, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 1277 LPB Atlanta, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II 1277 LPB Atlanta, LLC shall be provided out of and to the extent of Wells REIT II 1277 LPB Atlanta, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II 1277 LPB Atlanta, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II 1277 LPB Atlanta, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II 1277 LPB Atlanta, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II 1277 LPB Atlanta, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II 1277 LPB Atlanta, LLC and upon such information, opinions, reports or statements presented to Wells REIT II 1277 LPB Atlanta, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II 1277 LPB Atlanta, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II 1277 LPB Atlanta,

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LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II 1277 LPB Atlanta, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II 1277 LPB Atlanta, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wells REIT II Lindbergh Center, LLC

Wells REIT II Lindbergh Center, LLC is a limited liability company under the laws of the State of Georgia. Wells REIT II Lindbergh Center, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II Lindbergh Center, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Lindbergh Center, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II Lindbergh Center, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II Lindbergh Center, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II Lindbergh Center, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II Lindbergh Center, LLC shall be provided out of and to the extent of Company assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II Lindbergh Center, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II Lindbergh Center, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II Lindbergh Center, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II Lindbergh Center, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II Lindbergh Center, LLC and upon such information, opinions, reports or statements presented to Wells REIT II Lindbergh Center, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II Lindbergh Center, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II Lindbergh Center, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II Lindbergh Center, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II Lindbergh Center, LLC's limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Wisconsin Registrant:

Wells REIT II 11200 W. Parkland, LLC was formed under the laws of the State of Wisconsin.

Sections 180.0403(2) to 180.0403(4) of the Wisconsin LLC Statute requires a limited liability company to indemnify or allow reasonable expenses to and pay liabilities of each of its members and, if management of the limited liability company is vested in one or more managers, of each of its managers, incurred with respect to a proceeding if that member or manager was a party to the proceeding in the capacity of a member or manager. Section 183.0403(3) states that an operating agreement may alter or provide additional rights to indemnification of liabilities or allowances of expenses to members and managers. Section 183.0403(4) states that notwithstanding subsections (2) and (3) a limited liability company may not indemnify a member or manager for liabilities or permit a member or manager to retain any allowance for expenses provided under those subsections unless it is determined by or on behalf of the limited liability company that the liabilities or expenses did not result from the member's or manager's breach or failure to perform a duty to the limited liability company as provided in Section 183.0402.

Table of Contents**Index to Financial Statements****Wells REIT II 11200 W. Parkland, LLC**

Wells REIT II 11200 W. Parkland, LLC is a limited liability company under the laws of the State of Wisconsin. Wells REIT II 11200 W. Parkland, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, neither the member nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the Covered Persons) shall be liable to Wells REIT II 11200 W. Parkland, LLC or any other Person who is bound by the operating agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 11200 W. Parkland, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. Additionally, Wells REIT II 11200 W. Parkland, LLC's limited liability operating agreement provides that to the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from Wells REIT II 11200 W. Parkland, LLC for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of Wells REIT II 11200 W. Parkland, LLC and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by the operating agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under Section 18 of the operating agreement by Wells REIT II 11200 W. Parkland, LLC shall be provided out of and to the extent of Wells REIT II 11200 W. Parkland, LLC assets only, and the member shall not have personal liability on account thereof. Also, Wells REIT II 11200 W. Parkland, LLC's limited liability company operating agreement provides that to the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Wells REIT II 11200 W. Parkland, LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Wells REIT II 11200 W. Parkland, LLC of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 18 of the operating agreement. Moreover, Wells REIT II 11200 W. Parkland, LLC's limited liability company operating agreement provides that a Covered Person shall be fully protected in relying in good faith upon the records of Wells REIT II 11200 W. Parkland, LLC and upon such information, opinions, reports or statements presented to Wells REIT II 11200 W. Parkland, LLC by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of Wells REIT II 11200 W. Parkland, LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the member might properly be paid. Furthermore, Wells REIT II 11200 W. Parkland, LLC's limited liability company operating agreement provides that the provisions of the operating agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to Wells REIT II 11200 W. Parkland, LLC or the member otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person. Finally, Wells REIT II 11200 W. Parkland, LLC limited liability company operating agreement provides that the foregoing provisions of Section 18 of the operating agreement shall survive any termination of the operating agreement.

Pennsylvania Registrant:

Wells REIT II 1200 Morris Business Trust was organized under the laws of the State of Pennsylvania.

Under Section 9506(a) of the Pennsylvania Business Corporation Law of 1988 (the PBCL), except as otherwise provided, in the instrument, the beneficiaries of a business trust shall be entitled to the same limitation of personal liability as is extended to shareholders in a domestic business corporation. Also under Section 9506(a), except as otherwise provided in the instrument, the trustees of a trust, as such, shall not be personally liable to any person for any act or obligation of the trust or any other trustee. An obligation of a trust based upon writing may be limited to a specific fund or other identified pool or group of assets of the trust. Under section 9506(b), except as otherwise provided in the instrument governing the trust the provisions of Subchapters B (relating to fiduciary duty) and D (relating to indemnification) of Chapter 17 shall be applicable to representatives of a business trust.

Wells REIT II 1200 Morris Business Trust

Wells REIT II 1200 Morris Business Trust is a business trust organized under the laws of the State of Pennsylvania. Wells REIT II 1200 Morris Business Trust's declaration of trust provides that the trust shall have the power, to the maximum extent permitted by Pennsylvania law, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, each Beneficiary and/or Trustee from all claims and liabilities to which

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such person may become subject by reason of his being or having been a beneficiary or Trustee of the Trust.

Item 21. Exhibits and Financial Statement Schedules.

(a) The following Financial Statement Schedules are included herein:

	Page
Wells Real Estate Investment Trust II, Inc. and its direct and indirect subsidiaries	
Financial statements	
<u>Report of Independent Registered Public Accounting Firm</u>	F-2
<u>Consolidated Balance Sheets as of December 31, 2010 and 2009</u>	F-3
<u>Consolidated Statements of Operations for the years ended December 31, 2010, 2009 and 2008</u>	F-4
<u>Consolidated Statements of Equity for the years ended December 31, 2010, 2009 and 2008</u>	F-5
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2010, 2009 and 2008</u>	F-7
<u>Notes to Consolidated Financial Statements</u>	F-8
<u>Schedule III Real Estate Assets and Accumulated Depreciation and Amortization as of December 31, 2010</u>	S-36
<u>Condensed Consolidated Balances Sheet as of March 31, 2011 (unaudited) and December 31, 2010</u>	F-41
<u>Condensed Consolidated Statements of Operations for the three months ended March 31, 2011 (unaudited) and 2010 (unaudited)</u>	F-42
<u>Condensed Consolidated Statements of Equity for the three months ended March 31, 2011 (unaudited) and 2010 (unaudited)</u>	F-43
<u>Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2011 (unaudited) and 2010 (unaudited)</u>	F-45
<u>Condensed Notes to Condensed Consolidated Financial Statements (unaudited)</u>	F-46
<u>Market Square Statement of Revenues Over Certain Operating Expenses for year ended December 31, 2010</u>	F-66
<u>Market Square Pro Forma Financial Statements (unaudited)</u>	F-70
(b) The following exhibits are filed herewith or incorporated herein by reference	

Exhibit No.	Description
3.1	Certificate of Limited Partnership of Wells Operating Partnership II, L.P.*
3.2	Agreement of Limited Partnership of Wells Operating Partnership II, L.P. (incorporated by reference to Exhibit 10.2 to Amendment No. 2 to the Registration Statement on Form S-11 (No. 333-107066) filed with the SEC on October 17, 2003)
3.3	Amended and Restated Articles of Incorporation of Wells Real Estate Investment Trust II, Inc. (incorporated by reference to Exhibit 3.1 to Amendment No. 3 to the Registration Statement on Form S-11 (No. 333-107066) filed with the SEC on November 25, 2003).
3.4	Articles of Amendment of Wells Real Estate Investment Trust II, Inc., effective as of October 1, 2008 (incorporated by reference to Exhibit 3.2 to Wells REIT II's Annual Report on Form 10-K/A for the year ended December 31, 2008).
3.5	Amended and Restated Bylaws of Wells Real Estate Investment Trust II, Inc. (incorporated by reference to Exhibit 3.2 to Wells REIT II's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007).
3.6	Amendment No. 1 to Amended and Restated Bylaws (incorporated by reference to Exhibit 3.3 to Wells REIT II's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007).
3.7	Certificate of Formation of Wells REIT - 2420 Lakemont Avenue MM LLC*
3.8	Limited Liability Company Operating Agreement of 2420 Lakemont Avenue MM LLC*

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- 3.9 Certificate of Formation of Wells REIT - 2420 Lakemont Avenue LLC
- 3.10 Operating Agreement of Wells REIT - 2420 Lakemont Avenue LLC*
- 3.11 Certificate of Formation of Key Center Properties LLC*
- 3.12 Amended and Restated Limited Liability Company Operating Agreement of Key Center Properties LLC

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Exhibit No.	Description
3.13	First Amendment to Amended and Restated Limited Liability Company Operating Agreement of Key Center Properties LLC
3.14	Certificate of Formation of Governors Point 4241 Irwin Simpson, LLC*
3.15	Limited Liability Company Operating Agreement of Wells Governor s Pointe 4241 Irwin Simpson, LLC and Wells Operating Partnership II, L.P.*
3.16	Certificate of Formation of Governors Point 8990 Duke, LLC*
3.17	Limited Liability Company Operating Agreement of Wells Governor s Pointe 8990 Duke, LLC*
3.18	Certificate of Formation of Wells REIT II - 11200 W. Parkland, LLC*
3.19	Limited Liability Company Agreement of Wells REIT II - 11200 W Parkland, LLC*
3.20	Declaration of Trust of Wells REIT II - 1200 Morris Business Trust*
3.21	Certification of Formation of Wells REIT II - 1277 LPB Atlanta, LLC*
3.22	Limited Liability Company Agreement of Wells REIT II - 1277 LPB Atlanta, LLC*
3.23	Certificate of Formation of Wells REIT II - 13655 Riverport Drive, LLC*
3.24	Limited Liability Company Agreement of Wells REIT II - 13655 Riverport Drive, LLC *
3.25	Certificate of Formation of Wells REIT II - 15815 25th Avenue, LLC *
3.26	Limited Liability Company Agreement of Wells REIT II - 15815 25th Avenue, LLC *
3.27	Certificate of Formation of Wells REIT II - 180 Park Avenue LLC*
3.28	Limited Liability Company Agreement of Wells REIT II - 180 Park Avenue, LLC *
3.29	Certificate of Formation of Wells REIT II - 7031 Columbia Gateway Drive, LLC *
3.30	Certificate of Amendment to the Certificate of Formation of Wells REIT II - 7031 Columbia Gateway Drive, LLC *
3.31	Limited Liability Company Agreement of Wells REIT II - 7031 Columbia Gateway Drive, LLC *
3.32	Certificate of Formation of Wells REIT II - 8909 Purdue Road, LLC*
3.33	Limited Liability Company Agreement of Wells REIT II - 8909 Purdue Road, LLC *
3.34	Certificate of Formation of Wells REIT II - 9 Technology Drive, LLC*
3.35	Limited Liability Company Agreement of Wells REIT II - 9 Technology Drive, LLC*
3.36	Certificate of Amendment to Certificate of Formation of Wells REIT II 4100/4300 Wildwood Parkway, LLC*
3.37	Operating Agreement of Wells REIT II - Corridors III, LLC *
3.38	Certificate of Formation of Wells REIT II - Edgewater Corporate Center One, LLC*
3.39	Limited Liability Company Agreement of Wells REIT II - Edgewater Corporate Center One, LLC *
3.40	Certificate of Formation of Wells REIT II - International Financial Tower, LLC*
3.41	Limited Liability Company Agreement of Wells REIT II - International Financial Tower, LLC*
3.42	Certificate of Formation of Wells REIT II - KCP LLC*
3.43	Limited Liability Company Agreement of Wells REIT II - KCP LLC *
3.44	Certificate of Formation of Wells REIT II - Key Center, LLC *
3.45	Amended and Restated Operating Agreement of Wells REIT II - Key Center, LLC *
3.46	Certificate of Formation of Wells REIT II - Lakehurst Britton, LLC*
3.47	Limited Liability Company Agreement of Wells REIT II - Lakehurst Britton LLC*
3.48	Limited Liability Company Certificate of Formation of Wells REIT II - Lakepointe 3, LLC*
3.49	Limited Liability Company Agreement of Wells REIT II - Lakepointe 3, LLC *
3.50	Limited Liability Company Certification of Formation of Wells REIT II - Lakepointe 5, LLC*
3.51	Limited Liability Company Agreement of Wells REIT II - Lakepointe 5, LLC *
3.52	Certificate of Formation of Wells REIT II - Lindbergh Center*
3.53	Limited Liability Company Agreement of Wells REIT II - Lindbergh Center, LLC *
3.54	Certificate of Limited Partnership of Wells REIT II - MacArthur Ridge I, L.P.*
3.55	Agreement of Limited Partnership of Wells REIT II - MacArthur Ridge I, L.P.*
3.56	Certificate of Formation of Wells REIT II - MacArthur Ridge I, LLC*
3.57	Limited Liability Company Agreement of Wells REIT II - MacArthur Ridge I, LLC*
3.58	Certificate of Formation of Wells REIT II - Opus/Finley Portfolio, LLC*
3.59	Limited Liability Company Operating Agreement of Wells REIT II Opus/Finley Portfolio, LLC *
3.60	First Amendment to Limited Liability Company Operating Agreement of Wells REIT II - Opus/Finley Portfolio, LLC*

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Exhibit No.	Description
3.61	Certificate of Formation of Wells REIT II Parkside/Atlanta, LLC*
3.62	Limited Liability Company Agreement of Wells REIT II Parkside/Atlanta, LLC*
3.63	Certificate of Formation of Wells REIT II - Republic Drive, LLC*
3.64	Limited Liability Company Agreement of Wells REIT II - Republic Drive, LLC*
3.65	Certificate of Formation of Wells REIT II - South Jamaica Street, LLC*
3.66	Limited Liability Company Agreement of Wells REIT II - South Jamaica Street, LLC*
3.67	Certificate of Limited Partnership of Wells REIT II - Sterling Commerce, LP*
3.68	Limited Partnership Agreement of Wells REIT II - Sterling Commerce, LP*
3.69	Certificate of Formation of Wells REIT II - Sterling Commerce, LLC*
3.70	Limited Liability Company Agreement of Wells REIT II - Sterling Commerce, LLC *
3.71	Certificate of Limited Partnership of Wells REIT II - University Circle, L.P.*
3.72	Limited Partnership Agreement of Wells REIT II - University Circle, L.P.*
3.73	Certificate of Formation of Wells REIT II - University Circle, LLC*
3.74	Operating Agreement of Wells REIT II - University Circle, LLC *
4.1	Form of Subscription Agreement with Consent to Electronic Delivery (incorporated by reference to Appendix A to the Wells REIT II s prospectus dated April 2, 2010 and filed with the SEC on April 29, 2010).
4.2	Form of Dividend Reinvestment Enrollment Form (incorporated by reference to Appendix A to the prospectus included in Post-Effective Amendment No. 7 to the Registration Statement on Form S-11 on Form S-3 (No. 333-144414) and filed with the SEC on August 27, 2010 (the DRP Registration Statement)).
4.3	Statement regarding restrictions on transferability of shares of common stock (to appear on stock certificate or to be sent upon request and without charge to stockholders issued shares without certificates) (incorporated by reference to Exhibit 4.2 to Amendment No. 2 to the Registration Statement on Form S-11 (No. 333-144414) filed with the SEC on September 22, 2008).
4.4	Amended and Restated Dividend Reinvestment Plan (incorporated by reference to Appendix B to the prospectus included in the DRP Registration Statement).
4.5	Amended and Restated Share Redemption Program (incorporated by reference to Exhibit 4.4 to the Wells REIT II s Annual Report on Form 10-K filed with the SEC on March 11, 2011 for the fiscal year ended December 31, 2010).
4.6	Indenture among Wells Operating Partnership II, L.P., Wells Real Estate Investment Trust II, Inc., certain of each of their direct and indirect subsidiaries and U.S. Bank National Association as trustee, dated as of April 4, 2011, including the form of 5.875% Senior Notes due 2018 (incorporated by reference to Exhibit 4.1 to Wells REIT II s Form 8-K filed with the SEC on April 4, 2011).
5.1	Opinion of DLA Piper LLP (US).*
8.1	Opinion of DLA Piper LLP (US) regarding tax matters.*
10.1	Advisory Agreement between Wells Real Estate Investment Trust II, Inc. and Wells Real Estate Advisory Services II, LLC (the Advisor) dated January 1, 2011 (incorporated by reference to Exhibit 10.1 to Wells REIT II s Annual Report on Form 10-K filed with the SEC on March 11, 2011 for the fiscal year ended December 31, 2011).
10.2	Assignment and Assumption of Master Property Management Leasing and Construction Agreement by and among Wells Management Company, Inc., the Advisor, and Wells REIT II dated January 1, 2011 (incorporated by reference to Exhibit 10.2 to Wells REIT II s Quarterly Report on Form 10-Q filed with the SEC on May 6, 2011 for the quarter ended March 31, 2011).
10.3	Purchase and Sale Agreement by and between Avenue Associates Limited Partnership and Wells Real Estate Investment Trust II, Inc. dated February 22, 2011 (incorporated by reference to Exhibit 10.3 to Wells REIT II s Annual Report on Form 10-Q filed with the SEC on May 6, 2011 for the quarter ended March 31, 2011).
10.4	Bridge Note between Wells Operating Partnership II, L.P. and J.P. Morgan Chase Bank, N.A. dated March 7, 2011 (incorporated by reference to Exhibit 10.4 to Wells REIT II s Annual Report on Form 10-Q filed with the SEC on May 6, 2011 for the quarter ended March 31, 2011).
10.5	Credit Agreement by and among Wells Operating Partnership II, L.P. and J.P. Morgan Securities Inc. as lead arranger sole bookrunner and J.P. Morgan Chase Bank, N.A., as administrative agent dated March 7, 2011 (incorporated by reference to Exhibit 10.5 to Wells REIT II s Annual Report on Form 10-Q filed with the SEC on May 6, 2011 for the quarter ended March 31, 2011).
10.6	Registration Rights Agreement among Wells Operating Partnership II, L.P., Wells Real Estate Investment Trust II, Inc., certain of each of their direct and indirect subsidiaries and the initial purchasers party thereto, dated as of April 4, 2011 (incorporated by reference to Exhibit 10.1 to Wells REIT II s Form 8-K filed with the SEC on April 4, 2011).

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Exhibit No.	Description
10.7	Credit Agreement dated as of May 7, 2010 by and among Wells Operating Partnership II, L.P., as borrower, J.P. Morgan Securities Inc. and PNC Capital Markets LLC, as joint lead arrangers and bookrunners, JPMorgan Chase Bank, N.A., as administrative agent and PNC Bank, N.A., as syndication agent and Regions Bank, U.S. Bank N.A., and BMO Capital Markets as documentation agents and the other financial institutions parties thereto (incorporated by reference to Exhibit 10.2 to Wells REIT II's Quarterly Report on Form 10-Q filed with the SEC on August 6, 2010 for the quarter ended June 30, 2010).
10.8	Amended and Restated Deed of Trust Note dated as of June 30, 2011 by Wells REIT II - Market Square East & West, LLC, for the benefit of Pacific Life Insurance Company.*
10.9	Amended and Restated Deed of Trust, Financing Statement and Security Agreement (with Assignment of Leases and Rents and Fixture Filings) dated as of June 30, 2011 by and among Wells REIT II - Market Square East & West, LLC, Lawyers Title Realty Services, Inc., and Pacific Life Insurance Company.*
10.10	Stock Option Plan (incorporated by reference to Exhibit 10.3 to Amendment No. 1 to the Registration Statement on Form S-11 (No. 333-107066) filed with the SEC on September 23, 2003 (Amendment No. 1 to IPO Registration Statement))
10.11	Independent Director Stock Option Plan (incorporated by reference to Exhibit 10.4 to Amendment No. 1 to IPO Registration Statement)
10.12	Master Property Management, Leasing and Construction Agreement among Wells Management Company, Inc., Wells Real Estate Investment Trust II, Inc. and Wells Operating Partnership II, L.P., dated October 24, 2004 (incorporated by reference to Exhibit 10.8 to Post-Effective Amendment No. 8 to the Registration Statement on Form S-11 (No. 333-107066) filed with the SEC on February 22, 2005)
10.13	Amendment No. 1 to Master Property Management, Leasing and Construction Agreement among Wells Management Company, Inc., Wells Operating Partnership II, L.P., and Wells Real Estate Investment Trust II, Inc. dated April 16, 2007 (incorporated by reference to Exhibit 10.2 to Wells REIT II's Quarterly Report on Form 10-Q filed with the SEC on July 26, 2007 for the quarter ended June 30, 2007)
10.14	Amendment No. 2 to Master Property Management, Leasing and Construction Agreement among Wells Management Company, Inc., Wells Operating Partnership II, L.P., and Wells Real Estate Investment Trust II, Inc. dated April 2, 2008.*
10.15	Assignment and Assumption of Master Property Management, Leasing and Construction Agreement by and among Wells Management Company, Inc., Wells Real Estate Advisory Services II, LLC, and Wells Real Estate Investment Trust II, Inc., dated January 1, 2011.*
10.16	Amendment No. 1 to Credit Agreement by and among wells Operating Partnership II, L.P., as borrower, J.P. Morgan Securities LLC and PNC Capital Markets LLC, as joint lead arrangers and joint bookrunners, JP Morgan Chase Bank, N.A., as administrative agent, and PNC Bank, National Association, as syndication and Regions Bank, U.S. Bank National Association and BMO Capital Markets, as documentation agents, and the financial institutions party thereto, dated July 8, 2011.*
12.1	Statements Regarding Computation of Ratios.*
21.1	List of subsidiaries. (incorporated by reference to Exhibit 21.1 to Wells REIT II's Annual Report on Form 10-K filed with the SEC on March 11, 2011 for the fiscal year ended December 31, 2010)
23.1	Consent of DLA Piper LLP (US) (included as part of its opinions filed as Exhibit 5.1 and Exhibit 8.1 hereto).*
23.2	Consent of Deloitte & Touche LLP for Wells Real Estate Investment Trust II, Inc.*
23.3	Consent of Frazier & Deeter, LLC for Wells Real Estate Investment Trust II, Inc.*
24.1	Powers of Attorney (included in signature pages of this registration statement).
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank National Association with respect to the Indenture governing the 5.875% Senior Notes due 2018.*
99.1	Form of Letter of Transmittal.*
99.2	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
99.3	Form of Letter to Clients.*
99.4	Form of Notice of Guaranteed Delivery.*

* Filed herewith.

Item 22. Undertakings.

The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(A) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933.

(B) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or

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decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement.

(C) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the exchange offer.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrants pursuant to the provisions described under Item 20 or otherwise, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrants have duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Norcross, State of Georgia, on July 15, 2011.

**WELLS REAL ESTATE INVESTMENT TRUST II,
INC.**

By: /s/ Douglas P. Williams
Douglas P. Williams

*Executive Vice President, Secretary
Treasurer and Director*

WELLS OPERATING PARTNERSHIP II, L.P.

By: **Well Real Estate Investment Trust II, Inc.**

General Partner

By: /s/ Douglas P. Williams
Douglas P. Williams

Executive Vice President, Secretary

Treasurer and Director

WELLS REIT II KCP, LLC

By: **Wells Real Estate Investment Trust II, Inc.**

Sole Member

By: /s/ Douglas P. Williams
Douglas P. Williams

Executive Vice President, Secretary

Treasurer and Director

WELLS REIT II - 1200 MORRIS BUSINESS TRUST

By: **Wells Real Estate Investment Trust II, Inc.**

Trustee

By: /s/ Douglas P. Williams
Douglas P. Williams

*Executive Vice President, Secretary
Treasurer and Director*

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WELLS REIT II REPUBLIC DRIVE, LLC

WELLS REIT II 9 TECHNOLOGY DRIVE, LLC

WELLS GOVERNOR S POINTE 4241 IRWIN
SIMPSON

WELLS GOVERNOR S POINT 8990 DUKE, LLC

WELLS REIT II LAKEPOINTE 5, LLC

WELLS REIT II LAKEPOINTE 3, LLC

WELLS REIT II 180 PARK AVENUE, LLC

WELLS REIT II OPUS/FINLEY PORTFOLIO,
LLC

WELLS REIT II 8909 PURDUE ROAD, LLC

WELLS REIT II CORRIDORS III, LLC

WELLS REIT II EDGEWATER CORPORATE
CENTER ONE, LLC

2420 LAKEMONT AVENUE MM, LLC

WELLS REIT II UNIVERSITY CIRCLE, LLC

WELLS REIT II KEY CENTER, LLC

WELLS REIT II MACARTHUR RIDGE, LLC

WELLS REIT II INTERNATIONAL FINANCIAL
TOWER, LLC

WELLS REIT II 7031 COLUMBIA GATEWAY
DRIVE, LLC

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WELLS REIT II STERLING COMMERCE, LLC

WELLS REIT II SOUTH JAMAICA STREET, LLC

WELLS REIT II 15815 25TH AVENUE, LLC

WELLS REIT II 13655 RIVERPORT DRIVE, LLC

WELLS REIT II 11200 W. PARKLAND, LLC

WELLS REIT II PARKSIDE/ATLANTA, LLC

WELLS REIT II 1277 LPB ATLANTA, LLC

WELLS REIT II LINDBERGH CENTER, LLC

WELLS REIT II LAKEHURST BRITTON, LLC

By: **Wells Operating Partnership II, L.P.**
Sole Member

Wells Real Estate Investment Trust II, Inc.
By: *General Partner*

By: /s/ Douglas P. Williams
Douglas P. Williams
*Executive Vice President, Secretary
Treasurer and Director*

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2420 LAKEMONT AVENUE, LLC

2420 Lakemont Avenue MM, LLC

By:
Manager

Wells Operating Partnership II, L.P.

By:
Sole Member

Wells Real Estate Investment Trust II, Inc.

By:
General Partner

By: /s/ Douglas P. Williams
Douglas P. Williams

*Executive Vice President, Secretary
Treasurer and Director*

WELLS REIT II MACARTHUR RIDGE I, L.P.

Wells REIT II MacArthur Ridge I, LLC

By:
General Partner

Wells Operating Partnership II, L.P.

By:
Sole Member

Wells Real Estate Investment Trust II, Inc.

By:
General Partner

By: /s/ Douglas P. Williams
Douglas P. Williams

*Executive Vice President, Secretary
Treasurer and Director*

KEY CENTER PROPERTIES

Wells REIT II Key Center, LLC

By:
Managing Member

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Wells Operating Partnership II, L.P.

By:

Sole Member

Wells Real Estate Investment Trust II, Inc.

By:

General Partner

By:

/s/ Douglas P. Williams

Douglas P. Williams

Executive Vice President, Secretary

Treasurer and Director

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WELLS REIT II UNIVERSITY CIRCLE, L.P.

Wells REIT II University Circle, LLC

By:

General Partner

Wells Operating Partnership II, L.P.

By:

Sole Member

Wells Real Estate Investment Trust II, Inc.

By:

General Partner

By:

/s/ Douglas P. Williams

Douglas P. Williams

Executive Vice President, Secretary

Treasurer and Director

WELLS REIT II STERLING COMMERCE, LP

Wells REIT II Sterling Commerce, LLC

By:

General Partner

Wells Operating Partnership II, L.P.

By:

Sole Member

Wells Real Estate Investment Trust II, Inc.

By:

General Partner

By:

/s/ Douglas P. Williams

Douglas P. Williams

Executive Vice President, Secretary

Treasurer and Director

POWER OF ATTORNEY

The undersigned directors and officers of Wells Real Estate Investment Trust II, Inc., on behalf of Wells Real Estate Investment Trust II, Inc., Wells Operating Partnership II, L.P. and certain of each of their direct and indirect subsidiaries, hereby appoint each of Douglas P. Williams and E. Nelson Mills, as attorney-in-fact for the undersigned, each with full power of substitution for, and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act, any and all amendments (including post-effective amendments) and exhibits to this registration statement on Form S-4 and any and all applications and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

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Signature	Title	Date
/s/ E. Nelson Mills E. Nelson Mills	President and Director	July 13, 2011
/s/ Leo F. Wells, III Leo F. Wells, III	Chairman of the Board and Director	July 13, 2011
/s/ Douglas P. Williams Douglas P. Williams	Executive Vice President, Secretary, Treasurer and Director	July 13, 2011
/s/ Randall D. Fretz Randall D. Fretz	Senior Vice President	July 13, 2011
/s/ Charles R. Brown Charles R. Brown	Director	July 13, 2011
/s/ Richard W. Carpenter Richard W. Carpenter	Director	July 13, 2011
/s/ Bud Carter Bud Carter	Director	July 13, 2011
/s/ John L. Dixon John L. Dixon	Director	July 13, 2011
/s/ George W. Sands George W. Sands	Director	July 13, 2011
/s/ Neil H. Strickland Neil H. Strickland	Director	July 13, 2011