

7/14/11

ADDRESS OF PREMISES: Kalisa Park, 1 Kalisa Way, Paramus, New Jersey 07652

THIS AGREEMENT, made and entered into this date by and between **Paramus Woodbrook Venture, LLC** whose address is:  
**c/o Bergman Real Estate Group**  
**Woodbridge Towers, 555 U.S. Highway 1 South**  
**Iselin, NJ 08830-3150**

Hereinafter called Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, dated December 17, 2009, and

WHEREAS, the parties hereto desire to amend the above Lease to establish commencement and termination date of this Lease and establish the annual rent based on the final Tenant Improvement cost of \$294,677.19.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. Paragraph 2 of the Standard Form 2 of the Lease is amended by deleting the text and substituting, in lieu thereof, the following:

"2. TO HAVE AND HOLD the said premises with their appurtenances for the term beginning **May 9, 2011** through **May 8, 2021**, unless further extended or terminated sooner as provided in the Lease or as may be allowed at law or in equity (the "Lease Term")."

2. The Phase I area of the Tenant Improvements were accepted on November 17, 2010 per SLA #1. The final Tenant Improvement cost of \$126,757.47 for the Phase I area was amortized for a period of 5 years at 6.0% beginning on November 17, 2010 and ending on May 8, 2011, leaving an unamortized balance of \$116,216.26. The final Tenant Improvement cost for the Phase II and III areas of the Tenant Improvements is \$167,919.72. The remaining unamortized balance for Phase I of \$116,216.26, plus the final TI cost for Phases II and III of \$167,919.72, leaves a total remaining balance of \$284,135.98 to be amortized for a period of 5 years at 6.0% beginning on May 9, 2011. Therefore, the amortized tenant build out costs are \$65,917.73 per annum or \$3.64 per rentable square foot.

The total Tenant Improvement cost is summarized as follows:

\$294,680.99 Original cost estimate as approved in the Notice to Proceed dated October 6, 2010

\$ Change order for additional conduit

\$ Change order for (2) 2 x 2 light fixtures

( ) Credit for not painting or replacing VCT in the server room

\$ Install three locksets, one door closer, and four dedicated duplex outlets (no charge)

\$294,677.19 Final Tenant Improvement cost (including \$126,757.47 for the Phase I area of construction)

All other terms and conditions of the lease shall remain in force and effect.

LESSOR: Paramus Woodbrook Venture, LLC

BY

*Michael Bergman* (Signature)

IN PRESENCE OF:

*Member*

(Title)

*555 US Hwy 1 South Iselin, NJ 08830*  
(Address)

UNIVERSAL SERVICES ADMINISTRATION

BY

CONTRACTING OFFICER

(Official Title)

3. Paragraph 12 of the Rider to the Lease is deleted in its entirety and the following inserted in its place:

"The Government shall pay the Lessor annual rent of \$464,007.73 at the rate of \$38,667.31 per month in arrears for years one through five (1-5), subject to annual operating cost escalations, which consists of annual shell rent of \$293,139.00, annual operating costs of \$104,951.00 and an annual amortized tenant improvements cost of \$65,917.73.

For years six through ten (6-10) the Government shall pay the Lessor annual rent of \$398,090.00 at the rate of \$33,174.17 per month in arrears, subject to annual operating cost escalations, which consists of annual shell rent of \$293,139.00, and annual operating costs of \$104,951.00.

Rent for a lesser period shall be prorated. Rent shall be made payable to:  
Paramus Woodbrook Venture, LLC  
c/o Bergman Real Estate Group  
555 U.S. Highway 1 South  
Iselin, NJ 08830-3179"

4. Paragraph 8 of the Rider to the Lease is hereby deleted in its entirety.  
5. Paragraph 13 of the Rider to the Lease is hereby deleted in its entirety and the following inserted in its place:

"13. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

- a) First month's rental payment \$38,667.31 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED] adjusted first month's rent.
- b) Second month's rental payment \$38,667.31 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED] adjusted second month's rent."

6. The Lessor hereby waives restoration as a result of all improvements.

INITIAL: KA / Ec  
LESSOR / GOVERNMENT