

**THIRD AMENDMENT TO LEASE**

THIS THIRD AMENDMENT TO LEASE is entered into as of the 14 day of January, 2007, by and between \_\_\_\_\_ formerly known as \_\_\_\_\_ a ("Landlord") and \_\_\_\_\_ ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease, dated as of the 5<sup>th</sup> day of September, 1997, pursuant to which Landlord leased to Tenant certain premises pursuant to which Landlord leased to Tenant approximately 15,130 square feet of rentable space at premises located at \_\_\_\_\_ (such lease, as heretofore and hereafter modified, being herein referred to as the "Original Leased Premises").

WHEREAS, Landlord and Tenant entered into a FIRST AMENDMENT TO LEASE on 18<sup>th</sup> day of September, 2002, (such extension being herein referred to as the "First Amendment to Lease"), pursuant to which Landlord and Tenant extended the term of the Lease through February 28, 2006, in addition to modifying certain other terms and conditions.

WHEREAS, Landlord and Tenant entered into a SECOND AMENDMENT TO LEASE on 17<sup>th</sup> day of February, 2006, (such extension being herein referred to as the "Third Amendment to Lease"), pursuant to which Landlord and Tenant extended the term of the Lease through August 31, 2006, in addition to modifying certain other terms and conditions.

WITNESSETH:

WHEREAS, Landlord and Tenant desire to extend the term of the Lease on the terms and conditions set forth below.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. The term of the Lease is extended for Sixty (60) months, and will commence on the 1st day of January, 2007 such that the Lease shall terminate on the 31st day of December, 2011. All of the terms and conditions of the Lease shall remain in full force and effect during such extension period.

2. Tenant shall pay to Landlord Monthly Base Rent in accordance with Paragraph 4 of the Lease equal to the following amounts for the respective periods set forth below:

<u>Period</u>	<u>Monthly Base Rent</u>
January 1, 2007 through February 28, 2007	\$ 0.00 *
March 1, 2007 through December 31, 2007	\$ 10,175.00
January 1, 2008 through December 31, 2008	\$ 10,480.00
January 1, 2009 through December 31, 2009	\$ 10,795.00
January 1, 2008 through December 31, 2010	\$ 11,120.00
January 1, 2011 through December 31, 2011	\$ 11,450.00

\*Tenant shall pay Operating Expenses during rent abatement period.

3. **One Renewal Option at Market Rate.** Provided that as of the time of the giving of the Extension Notice and the Commencement Date of the Extension Term, (x) Tenant is the Tenant originally named herein, (y) Tenant actually occupies all of the Premises initially demised under this Lease and any space added to the Premises, and (z) no Event of Default exists or would exist but for the passage of time or the giving of notice, or both; then Tenant shall have the right to extend the Lease Term for an additional term of Five (5) years (such additional term is hereinafter called the "Extension Term") commencing on the day following the expiration of the Lease Term (hereinafter referred to as the "Commencement Date of the Extension Term"). Tenant shall give Landlord notice (hereinafter called the "Extension Notice") of its election to extend the term of the Lease Term at least Six (6) months, but not more than Nine (9) months, prior to the scheduled expiration date of the Lease Term.

a) The Base Rent payable by Tenant to Landlord during the Extension Term shall be the greater of (i) the Base Rent applicable to the last year of the initial Lease term and (ii) the then prevailing market rate for comparable space in the Project and comparable buildings in the vicinity of the Project, taking into account the size of the Lease, the length of the renewal term, market escalations and the credit of Tenant. The Base Rent shall not be reduced by reason of any costs or expenses saved by Landlord by reason of Landlord's not having to find a new tenant for such premises (including, without limitation, brokerage commissions, costs of improvements, rent concessions or lost rental income during any vacancy period). In the event Landlord and Tenant fail to reach an agreement on such rental rate and execute the Amendment (defined below) at