

# LIBERTY

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PROPERTY TRUST

September 10, 2010

**VIA CERTIFIED MAIL**

Mr. Justin A. Mallot  
Legal Counsel  
**Tree of Life, Inc.**  
405 Golfway West Drive  
St. Augustine, FL 32095-8839

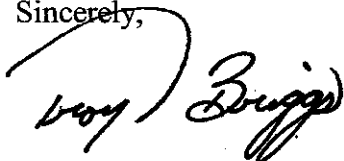
**RE: First Amendment to Lease Agreement by and between Liberty Property Limited Partnership ("Landlord") and Tree of Life, LLC ("Tenant") at 860 Nestle Way, Breinigsville, PA 18031**

Dear Mr. Mallot:

Pursuant to the letter from Christopher Meyers dated September 1, 2010, enclosed please find one (1) fully executed original of the *First Amendment to Lease Agreement* for the above-referenced facility for your file.

We at Liberty Property Trust would like to thank you for your continued confidence in choosing us to meet your real estate needs in the Lehigh Valley. If you have any questions, please do not hesitate to call me.

Sincerely,



Troy F. Biggs, CCIM, CPM  
Senior Leasing Representative

Enclosure

cc: Tiffany Sodl, Property Manager

TB/pem

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9/13/10

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (this "First Amendment") is made as of the 1<sup>st</sup> day of April, 2010, by and between **LIBERTY PROPERTY LIMITED PARTNERSHIP**, a Pennsylvania limited partnership ("Landlord"), and **TREE OF LIFE, LLC**, a Delaware limited liability company (formerly known as Tree of life, Inc.) ("Tenant").

**BACKGROUND:**

A. Landlord and Tenant entered into a certain Lease Agreement dated June 4, 2009 (the "Lease"), covering premises containing approximately 311,928 rentable square feet (the "Premises") known as Suite 250, located in Landlord's building (the "Building") at 860 Nestle Way, Breinigsville, Pennsylvania, as more fully described in the Lease.

B. Pursuant to Section 28(d) of the Lease, Landlord agreed to complete certain Landlord Improvements to the Office Space of the Premises at Tenant's sole cost and expense and to credit Tenant with an Office Space Allowance equal to \$1,012,500.00; provided that if the Office Space Cost was less than \$1,012,500.00, the difference would be used to pay for the Additional Improvements set forth in Section 29(a) of the Lease prior to the application of the Additional Improvement Allowance set forth in Section 29(a) of the Lease.

C. Pursuant to Section 29(a) of the Lease, Landlord agreed (i) to complete certain Additional Improvements at Tenant's sole cost and expense and, in connection therewith, to advance on Tenant's behalf an Additional Improvement Allowance equal to the lesser of the Additional Improvement Cost or \$4,000,000.00, (ii) to amortize funds advanced on Tenant's behalf from the Additional Improvement Allowance, together with interest thereon, at the rate of 8% per annum over the remaining initial Term of the Lease, and (iii) to increase the Minimum Annual Rent payable under the Lease by such amortized amounts.

D. Accordingly, Landlord and Tenant desire to amend the Lease.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound hereby, agree that the Lease is amended as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Landlord and Tenant hereby confirm and agree as follows:

a. the cost of the Landlord Improvements to the Office Space was \$404,945.00, leaving a balance of the Office Space Allowance of \$607,555.00 (the "Office Space Balance") to be applied to the cost of the Additional Improvements.

b. the cost of the Additional Improvements was \$3,068,542.65, which, after application of the Office Space Balance, resulted in a final Additional Improvement Allowance of \$2,460,987.65.

c. Landlord has advanced the funds required from the Additional Improvement Allowance.

d. Amortization of the final Additional Improvement Allowance at the rate of 8% per annum over the remaining initial Term of the Lease is \$26,639.02 per month from April 1, 2010 through March 31, 2022.

3. Effective on April 1, 2010, Section 1(f) of the Lease, entitled "Minimum Annual Rent", is amended by deleting the schedule of Minimum Annual Rent contained therein and substituting the following therefor:

<u>Period</u>	<u>Minimum Annual Rent (Monthly)</u>	<u>Annual Amortization of Additional Improvement Allowance (Monthly)</u>	<u>Total Minimum Annual Rent (Monthly)</u>
4/1/10-3/31/11	\$972,664.00 (\$81,055.33)	\$319,668.24 (\$26,639.02)	\$1,292,332.20 (\$107,694.35)
4/1/11-3/31/12	\$987,822.40 (\$82,318.53)	\$319,668.24 (\$26,639.02)	\$1,307,490.60 (\$108,957.55)
4/1/12-3/31/13	\$1,159,875.20 (\$96,656.27)	\$319,668.24 (\$26,639.02)	\$1,479,543.48 (\$123,295.29)
4/1/13-3/31/14	\$1,177,404.80 (\$98,117.07)	\$319,668.24 (\$26,639.02)	\$1,497,073.08 (\$124,756.09)
4/1/14-3/31/15	\$1,275,785.52 (\$106,315.46)	\$319,668.24 (\$26,639.02)	\$1,595,453.76 (\$132,954.48)
4/1/15-3/31/16	\$1,294,501.20 (\$107,875.10)	\$319,668.24 (\$26,639.02)	\$1,614,169.44 (\$134,514.12)
4/1/16-3/31/17	\$1,313,216.88 (\$109,434.74)	\$319,668.24 (\$26,639.02)	\$1,632,885.12 (\$136,073.76)
4/1/17-3/31/18	\$1,331,932.56 (\$110,994.38)	\$319,668.24 (\$26,639.02)	\$1,651,600.80 (\$137,633.40)
4/1/18-3/31/19	\$1,353,767.52 (\$112,813.96)	\$319,668.24 (\$26,639.02)	\$1,673,435.76 (\$139,452.98)
4/1/19-3/31/20	\$1,372,483.20 (\$114,373.60)	\$319,668.24 (\$26,639.02)	\$1,692,151.44 (\$141,012.62)
4/1/20-3/31/21	\$1,394,318.16 (\$116,193.18)	\$319,668.24 (\$26,639.02)	\$1,713,986.40 (\$142,832.20)
4/1/21-3/31/22	\$1,416,153.12 (\$118,012.76)	\$319,668.24 (\$26,639.02)	\$1,735,821.36 (\$144,651.78)

4. The parties agree that they have dealt with no brokers in connection with the negotiation of this First Amendment. Each party agrees to indemnify and hold the other

harmless from any and all claims for commissions or fees in connection with the Premises and this Lease from any real estate brokers or agents with whom they may have dealt.

5. Except as expressly modified hereby, the Lease shall remain in full force and effect in accordance with its terms. Specifically, without limitation, in the event of a default by Tenant which remains uncured after the giving of any required notice and the expiration of any applicable cure periods, if any, Landlord shall be entitled to pursue all remedies available under the Lease or otherwise at law or in equity. Accordingly, Tenant agrees to the following:

(a) When the Lease, as hereby amended, and the Term or any extension thereof shall have been terminated on account of any default by Tenant, or when the Term or any extension thereof shall have expired, Tenant hereby authorizes any attorney of any court of record of the Commonwealth of Pennsylvania, upon an additional 5 business days prior written notice to Tenant, to appear for Tenant and for anyone claiming by, through or under Tenant and to confess judgment against all such parties, and in favor of Landlord, in ejectment and for the recovery of possession of the Premises, for which the Lease, as hereby amended, or true and correct copies thereof shall be good and sufficient warrant. **AFTER THE ENTRY OF ANY SUCH JUDGMENT, A WRIT OF POSSESSION MAY BE ISSUED THEREON WITHOUT FURTHER NOTICE TO TENANT AND WITHOUT A HEARING.** If for any reason after such action shall have been commenced it shall be determined and possession of the Premises remain in or be restored to Tenant, Landlord shall have the right for the same default and upon any subsequent default(s) or upon the termination of the Lease or Tenant's right of possession as herein set forth, to again confess judgment as herein provided, for which the Lease, as hereby amended, or true and correct copies thereof shall be good and sufficient warrant.

(b) The warrant to confess judgment set forth above shall continue in full force and effect and be unaffected by amendments to the Lease or other agreements between Landlord and Tenant even if any such amendments or other agreements increase Tenant's obligations or expand the size of the Premises.

(c) **TENANT EXPRESSLY AND ABSOLUTELY KNOWINGLY AND EXPRESSLY WAIVES AND RELEASES (i) ANY RIGHT, INCLUDING, WITHOUT LIMITATION, UNDER ANY APPLICABLE STATUTE, WHICH TENANT MAY HAVE TO RECEIVE A NOTICE TO QUIT PRIOR TO LANDLORD COMMENCING AN ACTION FOR REPOSSESSION OF THE PREMISES AND (ii) ANY PROCEDURAL ERRORS IN CONNECTION WITH THE ENTRY OF ANY SUCH JUDGMENT OR IN THE ISSUANCE OF ANY ONE OR MORE WRITS OF POSSESSION THEREON.**

6. Tenant accepts and continues to accept the Premises in its "as/is," "where/is" condition without any obligation of Landlord to improve or pay to improve the Premises for Tenant's initial use and occupancy thereof.

7. Tenant acknowledges and agrees that the Lease is in full force and effect and, to the best of its knowledge, as of the date hereof, Tenant has no claims or offsets against Rent due or to become due hereunder.

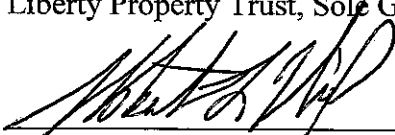
8. This First Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:  
**LIBERTY PROPERTY LIMITED  
PARTNERSHIP**

By: Liberty Property Trust, Sole General Partner

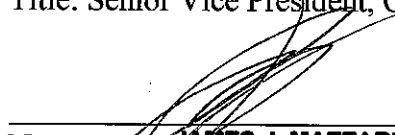
By:

  
Name: Robert L. Kiel

Title: Senior Vice President, City Manager



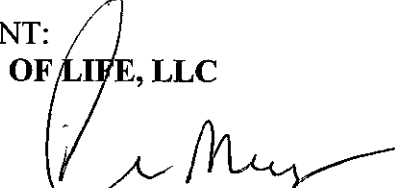
By:

  
Name: **JAMES J. MAZZARELLI, JR.**

Title: **Senior Vice President &  
Regional Director**

TENANT:  
**TREE OF LIFE, LLC**

By:

  
Name: CHRISTOPHER MEYERS

Title: CHIEF FINANCIAL OFFICER