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

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**FORM 10-Q/A**

Amendment No. 1

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2010

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 0-15006

**CELLDEX THERAPEUTICS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation or organization)

**No. 13-3191702**  
(I.R.S. Employer Identification No.)

**119 Fourth Avenue, Needham, Massachusetts 02494**

(Address of principal executive offices) (Zip Code)

**(781) 433-0771**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of December 17, 2010, 32,054,238 shares of common stock, \$.001 par value per share, were outstanding.

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**FIRST AMENDMENT TO AGREEMENT OF LEASE**

**THIS FIRST AMENDMENT TO AGREEMENT OF LEASE** (the “**First Amendment**”) is entered into this 11th day of October, 2010, by and between **PHILLIPSBURG ASSOCIATES, L.P.**, a Pennsylvania limited partnership (the “**Landlord**”) and **CELLDEX THERAPEUTICS, INC.**, a Delaware corporation (the “**Tenant**”).

**WITNESSETH:**

A. Landlord and Tenant are parties to that certain Agreement of Lease dated October 21, 2005 (the “**Lease**”), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord, approximately nineteen thousand three hundred sixty-eight (19,368) rentable square feet of floor area (the “**Demised Premises**”), described as Suite No. 400 in Building 20 located at 942 Memorial Parkway, Phillipsburg, New Jersey, as more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease upon the terms and conditions more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree that the Lease is hereby amended and supplemented as follows:

1. **Recitals/Definitions.** The above recitals are true and correct and are hereby incorporated into this First Amendment as if set forth herein at length. Any and all capitalized terms not defined herein shall have the definitions set forth in the Lease.

2. **Term.** The Term is hereby extended for an additional period of five (5) years commencing as of September 1, 2011, and expiring on August 31, 2016 (the “**Extended Term**”).

3. **Base Rent.** Effective as of September 1, 2011, the Annual Base Rent set forth in Section 1(f) of the Lease is hereby amended and supplemented with the following: During the periods set forth below, Tenant shall pay Annual Base Rent in equal monthly installments in the amounts set forth below, on or before the first day of each month in advance, without demand, deduction or set-off, at the offices of Landlord or at such other place designated by Landlord:

Period	Annual Base Rent	Monthly Installment	Annual Base Rent Per Square Foot
September 1, 2011 through August 31, 2016	\$ 347,655.60	\$ 28,971.30	\$ 17.95
<b>Renewal Term</b>			
September 1, 2016 through August 31, 2018	\$ 358,308.00	\$ 29,859.00	\$ 18.50
September 1, 2018 through August 31, 2021	\$ 367,992.00	\$ 30,666.00	\$ 19.00

4. **Base Year.** Effective as of September 1, 2011, the Base Year set forth in Section 1(h) of the Lease is hereby amended to be the calendar year 2010.

5. **Landlord’s Work.** Landlord, at its sole cost and expense, shall perform the work set forth on Exhibit “A” attached hereto (the “**Landlord’s Work**”) by no later than ninety (90) days following the date that Landlord receives the Tenant’s written approval of the Tenant’s finishes as outlined in Exhibit “A”. In a commercially reasonable time period after the execution of this Amendment and prior to the commencement of Landlord’s Work, Landlord shall submit to Tenant for Tenant’s written approval, not to be unreasonably withheld, sufficient detail for Tenant to approve the selection of all colors and finishes associated with Exhibit “A”. Except for Landlord’s Work, Tenant accepts the Demised Premises in its “AS-IS” condition, without any representation or warranty from Landlord, express or implied.

6. **Tenant’s Work.**

(a) If Tenant desires to perform any work in the Demised Premises, Tenant shall, at Tenant’s sole cost and expense, submit to Landlord for Landlord’s written approval (not to be unreasonably withheld, conditioned or delayed), detailed construction and working drawings of the work to be performed by Tenant to the Demised Premises (the “**Tenant’s Work**”), which drawings shall be prepared by a licensed architect reasonably satisfactory to Landlord. Tenant may not commence Tenant’s Work unless and until Landlord has approved such plans, and Tenant obtains all permits and approvals therefor. The Tenant’s plans as finally approved by Landlord shall be referred to herein as the “**Tenant’s Plans**”. Tenant shall perform all of the Tenant’s Work in a good and workmanlike manner, in accordance with all applicable laws and otherwise in accordance with the Lease. All contractors utilized by Tenant for the performance of the Tenant’s Work shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall commence Tenant’s Work no later than ninety (90) days after the Termination Option (as hereinafter defined) expires without having been exercised by Tenant or is otherwise waived by Tenant in writing.

(b) All subsequent changes in the Tenant’s Plans shall be subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed. If Landlord approves any change in the Tenant’s Plans, Tenant shall construct, at Tenant’s sole cost and expense, the Tenant’s Work in accordance with such change.

(c) Provided that Tenant is not then in default in the performance of any of its obligations under the Lease (as amended hereby) beyond applicable notice and cure periods, Landlord shall contribute up to a maximum amount of One Hundred Thirty-Five Thousand Five Hundred Seventy-Six Dollars (\$135,576.00) (the “**Landlord’s Maximum TI Contribution**”) to be applied against Tenant’s Costs (as hereinafter defined) for the Tenant’s Work and for no other purpose. The Landlord’s Maximum TI Contribution shall be payable thirty (30) days after the later of: (i) the date on which the Termination Option (as hereinafter defined) expires without having been exercised by Tenant or is otherwise earlier waived by Tenant in writing, and (ii) the date that Tenant completes the Tenant’s Work. “**Tenant’s Costs**” shall mean Tenant’s out-of-pocket contract or purchase price(s) for materials, components, labor and services for the

Tenant's Work, including up to an amount not to exceed fifteen (15%) percent of Tenant's costs for space planning, design, architectural and engineering services and cabling. Prior to payment of the Landlord's Maximum TI Contribution, the total amount of Tenant's Costs shall be subject to examination by Landlord, and Tenant shall provide Landlord with copies of all invoices and other backup documentation reasonably requested by Landlord relative thereto including, without limitation, lien releases from all contractors and materialmen supplying labor and/or materials in connection with Tenant's Work. In the event that Tenant's Costs are less than the entire Landlord's Maximum TI Contribution, Landlord shall be entitled to the benefit of the savings and Tenant shall not be entitled to any refund or credit against the Rent payable hereunder. In the event that Tenant's Costs exceed the amount of the Landlord's Maximum TI Contribution, Tenant shall be solely responsible for such excess costs.

(d) Landlord shall have the right to inspect Tenant's construction of the Tenant's Work to ensure compliance with the provisions of this Section.

7. **Renewal Option.** Tenant shall have the option to extend the Term of the Lease for one (1) additional period of five (5) years (the "**Renewal Option**"), under and subject to the following terms and conditions:

(a) The renewal term (the "**Renewal Term**") shall be for a five (5) year period commencing on the day immediately following the expiration date of the Extended Term and expiring at midnight on the day immediately preceding the fifth (5th) anniversary thereof.

(b) Tenant must exercise the Renewal Option, if at all, by written notice to Landlord delivered at least nine (9) months prior to the expiration of the Extended Term, time being of the essence.

(c) As a condition to Tenant's exercise of the Renewal Option, at the time Tenant delivers its notice of election to exercise the Renewal Option to Landlord, the Lease shall be in full force and effect, and Tenant shall not be in default in the performance of any of its obligations under the Lease (as amended hereby) beyond applicable notice and cure periods.

(d) The Renewal Term shall be on the same terms and conditions contained in the Lease, except that (i) the Annual Base Rent shall be as specified in Section 3 above with respect to the Renewal Term, and (ii) Tenant shall not be entitled to any allowances or other concessions with respect to the Renewal Term.

(e) Except for the specific Renewal Option set forth above, there shall be no further privilege of renewal.

8. **Termination Option.** Provided that (i) Tenant is not in default (beyond applicable notice and cure periods) in the performance of any of its obligations under the Lease (as amended hereby) on the date that Tenant delivers the Termination Notice and on the Termination Date (each, as hereinafter defined), and (ii) Tenant has not exercised its Right of First Offer set forth in Section 34 of the Lease, Tenant shall have the one-time option to terminate the Lease (the "**Termination Option**") without penalty or cost in the event that the

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combined rentable square footage collectively occupied by both FLOWSERVE and/or CURTISS-WRIGHT (and/or either and/or both of their affiliates, successors and/or assigns) in Building 20 of the Phillipsburg Commerce Park becomes less than thirty-five thousand (35,000) rentable square feet (each, a "**Co-Tenancy Failure**"), subject to and upon the following terms and conditions:

(a) Tenant shall give Landlord no less than six (6) months prior written notice (the "**Termination Notice**") of its intention to exercise its Termination Option not later than thirty (30) days after Landlord delivers written notice to Tenant of the occurrence of a Co-Tenancy Failure, time being of the essence. Notwithstanding the foregoing, in the event that both FLOWSERVE and CURTISS-WRIGHT (or their respective affiliates, successors and/or assigns) extend their respective leases in Building 20 of the Phillipsburg Commerce Park through or beyond August 31, 2016, then the Termination Option shall be deemed to be null and void and of no further force or effect upon delivery by Landlord to Tenant of written proof of such lease extensions, which proof shall include signatures of Landlord and each such tenant. If such Termination Option is exercised, the Lease shall terminate as of the date specified in the Termination Notice, which shall be no less than six (6) months after Tenant delivers the Termination Notice to Landlord (the "**Termination Date**"). In the event that Tenant fails to deliver the Termination Notice to Landlord within the time periods prescribed by this subparagraph, then Tenant shall be deemed to have irrevocably waived the Termination Option and, in such event, Tenant's Termination Option shall be null and void and Tenant shall have no further right to terminate the Lease pursuant to this Section.

(b) Notwithstanding Tenant's delivery of the Termination Notice, Tenant shall continue to pay all Rent through the Termination Date. The Rent shall be apportioned as of the Termination Date.

(c) Tenant shall surrender vacant possession of the Demised Premises on or prior to the Termination Date. In the event Tenant exercises its Termination Option, the Lease shall terminate as of the Termination Date as if the Termination Date were the date originally stipulated for the expiration of the Term; provided, however, that nothing herein shall relieve Tenant of any obligations which accrued prior to the Termination Date.

9. **Right of First Offer.** Nothing in this First Amendment shall diminish Tenant's rights under Section 34 of the Lease, which rights shall remain in full force and effect throughout the Extended Term, and any subsequent Renewal Term.

10. **Tenant Notices.** Section 1(q) of the Lease shall be amended to reflect that from and after the date hereof copies of all notices to Tenant shall simultaneously be sent to:

Lowenstein Sandler PC  
65 Livingston Avenue  
Roseland, New Jersey 07068  
Attn: Anthony O. Pergola, Esq.

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11. **Certification.** Tenant, by executing this First Amendment, hereby certifies that: (a) the Lease is in full force and effect and has not been modified except as provided above; (b) there are no prepayments by or credits due Tenant under the Lease; and (c) Tenant is not aware of the existence of any default by Landlord, nor of any event which with the giving of notice or passage of time, or both, would constitute a breach or default by Landlord under the Lease.

12. **Broker.** Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with the negotiations or execution of this First Amendment, other than Cushman & Wakefield of NJ, Inc., and Preferred Real Estate Advisors, Inc. (whose commissions shall be paid by Landlord pursuant to separate agreements), and Landlord and Tenant agree to indemnify the other against all costs, expenses, reasonable attorney's fees, or other liability for commissions or other compensation or charges resulting from a breach of such representations.

13. **Entire Agreement/Ratification.** This First Amendment represents the entire understanding of the parties with respect to the subject matter hereof, and the Lease as hereby amended remains in full force and effect and may not be modified further except in writing executed by the parties to be bound thereby. Unless expressly modified herein, the terms and conditions of the Lease shall continue in full force and effect, and the parties hereby confirm and ratify the same.

14. **Miscellaneous.** This First Amendment shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

- SIGNATURE PAGE TO FOLLOW -

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IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first written above.

**LANDLORD:**

**PHILLIPSBURG ASSOCIATES, L.P.,**  
a Pennsylvania limited partnership

By: Phillipsburg, Inc., its general partner

/s/ William F. Henderson

Witness: \_\_\_\_\_

By: The Flynn Company as Receiver for Phillipsburg Associates, L.P. by  
William F. Henderson, Controller

**TENANT:**

**CELLDEX THERAPEUTICS, INC.,**  
a Delaware corporation

By: /s/ Anthony S. Marucci

Name: Anthony S. Marucci

Title: President & CEO

Witness: \_\_\_\_\_

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**EXHIBIT "A"**

**LANDLORD'S WORK**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is dated as of the 11th day of October 2010, by and between Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the portfolio known as the Bear Sterns Commercial Mortgage Securities, Inc. Commercial Pass Through Certificates, Series 2006-PWR13, acting by and through Helios AMC, LLC, the Special Servicer ("Lender"), and CELLDX THERAPEUTICS, INC., a Delaware corporation ("Tenant").

**RECITALS**

A. Tenant is the tenant under that certain Agreement of Lease, dated October 5, 2005 (the "Original Lease"), with Phillipsburg Associates, L.P., a Pennsylvania limited partnership ("Landlord"), as landlord, relating to certain premises comprising of approximately nineteen thousand three hundred sixty-eight (19,368) rentable square feet of floor area in building #20 located at 942 Memorial Parkway, Phillipsburg, New Jersey 08865 (the "Demised Premises"), as more particularly described in the Lease, and which relates to certain real property as more particularly described on Exhibit A hereto (the "Property"); which Original Lease was modified by that certain First Amendment to Agreement of Lease, dated \_\_\_\_\_, 2010 (the "First Amendment"); together with the Original Lease, hereinafter collectively referred to as the "Lease").

B. This Agreement is being entered into in connection with a certain mortgage loan (the "Loan") made by Lender to Landlord, which is secured by, among other things: (a) a first priority amended and restated mortgage to secure debt on and of the Property (the "Mortgage") to be recorded with the registry or clerk of the county in which the Property is located; and (b) a first priority amended and restated assignment of leases and rents on the Property (the "Assignment of Leases and Rents") which was also recorded. The Mortgage and the Assignment of Leases and Rents are hereinafter collectively referred to as the "Security Documents".

C. Tenant acknowledges that Lender will rely on this Agreement in connection with its Loan to Landlord.

**AGREEMENT**

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all

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amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that, if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

- (a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or
- (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or
- (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or
- (d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or
- (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or
- (f) bound by any surrender, termination, amendment or modification of the Lease made without the consent of Lender (except a termination that is permitted in the Lease without Landlord's consent).

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be

limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents.

7. Tenant hereby consents to the Assignment of Leases and Rents from Landlord to Lender in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease has been assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease.

8. The Lease shall not be modified, amended or terminated (except a termination that is permitted in the Lease without Landlord's consent) without Lender's prior written consent in each instance.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a

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recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:	At the Demised Premises
with a copy to:	Lowenstein Sandler PC 65 Livingston Avenue Roseland, New Jersey 07068 Attn: Anthony O. Pergola, Esq.
If to Lender:	Helios AMC, LLC, as special servicer 350 Sentry Parkway Building 630, Suite 100 Blue Bell, PA 19422 Attn: Tom Deja, Asset Manager
with a copy to:	Klehr Harrison Harvey Branzburg LLP 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103 Attn: Frank Correll, Jr., Esq.

10. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

13. This Agreement shall be construed in accordance with the laws of the state of in which the Property is located.

14. The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

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Witness the execution hereof as of the date first above written.

**LENDER:**

Bank of America, National Association

By: Helios AMC, LLC, solely in its capacity as Special Servicer pursuant to that certain Pooling and Servicing Agreement dated as of September 1, 2006

By: /s/ Allen D. Hanson

Name: Allen D. Hanson

Title: S.V.P.

**TENANT:**

CELLEX THERAPEUTICS, INC.,  
a Delaware corporation

By: /s/ Antony S. Marucci

Name: Antony S. Marucci

Title: President & CEO

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

**LANDLORD:**

PHILLIPSBURG ASSOCIATES, L.P.,  
a Pennsylvania limited partnership

By: Phillipsburg, Inc., its general partner

By: The Flynn Company as Receiver for Phillipsburg Associates, L.P.

By: /s/ William F. Henderson

Name: William F. Henderson

Title: Controller

STATE OF Pennsylvania :  
: SS  
COUNTY OF Montgomery :

On this, the 12th day of October 2010, before me, the subscriber, a Notary Public in an for the State/Commonwealth of Pennsylvania, personally appeared Allen D. Hanson who acknowledged him/herself to be the S.V.P. of HELIOS AMC, LLC, acting on behalf of Bank of America, National Association solely in its capacity as Special Servicer pursuant to that certain Pooling and Servicing Agreement dated as of September 1, 2006, and that he/she as such officer executed the foregoing document for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and notarial seal.

/s/  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

STATE OF New Jersey :  
: SS  
COUNTY OF Hunterdon :

On this, the 5th day of October 2010, before me, the subscriber, a Notary Public in an for the State/Commonwealth of New Jersey, personally appeared Anthony S. Marucci who acknowledged him/herself to be the President & CEO of CELLEX THERAPEUTICS, INC., a Delaware corporation,

and that he/she as such officer executed the foregoing document for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and notarial seal.

/s/  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

STATE OF Pennsylvania :  
: SS  
COUNTY OF Philadelphia :

On this, the 11<sup>th</sup> day of October 2010, before me, the subscriber, a Notary Public in an for the State/Commonwealth of Pennsylvania, personally appeared William F. Henderson who acknowledged himself to be the Controller of The Flynn Company acting as Receiver for Phillipsburg Associates, L.P., and that he as such officer executed the foregoing document for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and notarial seal.

/s/  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

EXHIBIT "A"

Legal Description of Property

ALL THAT CERTAIN lot, piece or parcel of land situate in the Town of Phillipsburg, Warren County, New Jersey, being a portion of Lot 7, Block 3201 to be known as "Proposed Lot 7.01, Block 3201", as follows:

Beginning at a point in the Municipal Boundary line between Lopatcong Township and the Town of Phillipsburg, also being the dividing line between Lot 7, Block 3201, Town of Phillipsburg and Lot 1, Block 101, Lopatcong Township where same is intersected with the southerly line of Lot 3, Block 300, Lopatcong Township (n/f Conrail Morris and Essex Division, formerly Erie-Lackawanna Railroad Company) and from said Point or Place of Beginning running thence;

1. Along the Municipal Boundary line between Lopatcong Township and the Town of Phillipsburg, also being the dividing line between Lot 7, Block 3201, Town of Phillipsburg and Lot 1, Block 101, Lopatcong Township, South 26° 28' 35" East — 398.54 feet to a point, thence;
2. Leaving said Municipal Boundary line between Lopatcong Township and the Town of Phillipsburg and running along a new proposed lot line dividing Proposed Lot 7.01, Block 3201 and Proposed Lot 7.02, Block 3201, South 81° 04' 03" West 415.13 feet to a point, thence;
3. Still along the same, North 08° 55' 57" West – 380.00 feet to a point in the aforesaid Municipal Boundary line between Lopatcong Township and the Town of Phillipsburg also being the southerly line of Lot 3, Block 300 (n/f Conrail Morris and Essex Division, formerly Erie-Lackawanna Railroad Company), thence;
4. Along said Municipal Boundary line between Lopatcong Township and the Town of Phillipsburg, also being the southerly line of Lot 3, Block 300 Lopatcong Township (n/f Conrail Morris and Essex Division, formerly Erie-Lackawanna Railroad Company), North 81° 04' 03' East – 295.00 feet to the Point or Place of Beginning.

The above description is in accordance with a map entitled "Final Subdivision Plat, Former Ingersoll-Rand Site, Lot 7, Block 3201, Town of Phillipsburg, Warren County, New Jersey" dated June 9, 2004 and revised through June 17, 2004 and prepared by Chester, Ploussas, Lisowsky Partnership, LLP, Engineers and Surveyors, Matawan, New Jersey.

Being a portion of Lot 7, Block 3201 as shown on the current Tax Map of the Town of Phillipsburg.

BEING the same premises which Ingersoll-Rand Company, a New Jersey corporation by Deed dated August 27, 2004 and recorded November 9, 2004 in the Clerks Office of Warren County, New Jersey, in Book 1965 page 197, granted unto Phillipsburg Associates, L.P., a Pennsylvania limited partnership, in fee.

TOGETHER WITH Declaration of Cross Easement by and between Phillipsburg Associates, L.P.; Phillipsburg Associates I, L.P.; Phillipsburg Associates II, L.P. and Phillipsburg Associates III, L.P., dated September 27, 2004, and recorded November 9, 2004, in Book 1965 page 246. Amended and Restated Declaration of Cross Easements, Restrictions, Covenants and Withdrawal of Property as in Book 2031 page 45.

CONFIDENTIAL TREATMENT

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED AS TO CERTAIN PORTIONS OF THIS DOCUMENT. EACH SUCH PORTION, WHICH HAS BEEN OMITTED HEREIN AND REPLACED WITH AN ASTERISK [\*], HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.



Bristol-Myers Squibb

*MEDAREX*

September 17, 2010

**By Email & Courier**

Tibor Keler, Ph.D.  
 Vice President for R&D and Chief Scientific Officer  
 Celldex Therapeutics, Inc.  
 222 Cameron Drive  
 Philipsburg, NJ 08865

Re: Commercial License for CD27 Antibodies

Dear Tibor:

Pursuant to Section 4.4.2 of the Research and Commercialization Agreement (the "Agreement") between Celldex Therapeutics, Inc. ("Celldex"), Medarex, Inc. and GenPharm International, Inc. (together "Medarex," now a wholly owned subsidiary of Bristol-Myers Squibb Company), effective as of April 6, 2004, as amended, Medarex hereby grants to Celldex a Commercial License with respect to the Antibody [\*] (plus two back up Antibodies [\*] and [\*]) raised against the Research Antigen CD27.

To facilitate the payment of the Commercial License fee pursuant to Section 5.3 of the Agreement, attached is our invoice, No. MEDX-2010030.

Please note that Medarex was recently acquired by Bristol-Myers Squibb; thus, this invoice includes new remittance instructions for payments to Medarex, which we ask that you conform to going forward. My contact information including my address and phone number is also included on the invoice.

Sincerely yours,

/s/ Chris White

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Chris White  
 Associate Director - R & D Finance  
 Bristol-Myers Squibb

Attachment

Cc: Anthony Marucci - Celldex  
 Art Bertelsen - BMS  
 Tom Netti - BMS

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\* Confidential

## CERTIFICATION

I, Anthony S. Marucci, certify that:

1. I have reviewed this Amendment No. 1 to Form 10-Q/A of Celldex Therapeutics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information: and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ ANTHONY S. MARUCCI

Anthony S. Marucci  
*President and Chief Executive Officer*

Dated: December 23, 2010

A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act of 2002 has been provided to Celldex Therapeutics, Inc. and will be retained by Celldex Therapeutics, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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## CERTIFICATION

I, Avery W. Catlin, certify that:

1. I have reviewed this Amendment No. 1 to Form 10-Q/A of Celldex Therapeutics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information: and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ AVERY W. CATLIN

Avery W. Catlin  
Senior Vice President and  
Chief Financial Officer

Dated: December 23, 2010

A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act of 2002 has been provided to Celldex Therapeutics, Inc. and will be retained by Celldex Therapeutics, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with Amendment No. 1 to the Quarterly Report on Form 10-Q/A (the "Report") of Celldex Therapeutics, Inc. (the "Corporation") for the quarterly period ended September 30, 2010, as filed with the Securities and Exchange Commission on the date hereof, I, Anthony S. Marucci, President and Chief Executive Officer of the Corporation, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Dated: December 23, 2010

/s/ Anthony S. Marucci

Name: Anthony S. Marucci

Title: President and Chief Executive Officer

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the Report or as a separate disclosure document.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Corporation and will be retained by the Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with Amendment No. 1 to the Quarterly Report on Form 10-Q/A (the "Report") of Celldex Therapeutics, Inc. (the "Corporation") for the quarterly period ended September 30, 2010, as filed with the Securities and Exchange Commission on the date hereof, I, Avery W. Catlin, Senior Vice President and Chief Financial Officer of the Corporation, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Dated: December 23, 2010

/s/ Avery W. Catlin

Name: Avery W. Catlin

Title: Senior Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the Report or as a separate disclosure document.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Corporation and will be retained by the Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

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