

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 1	DATE <u>10-4-10</u>						
ADDRESS OF PREMISES 4551 State Route 11 (E), Malone, NY 12953-1827		TO LEASE NO. GS-02B-23753							
<p>THIS AGREEMENT, made and entered into this date by and between The Oxford Fund/Burke, L.P.</p> <p>whose address is One Oxford Centre -- Suite 4500 301 Grant Street Pittsburgh, PA 15219-1407</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to modify the Shell rental and to change the Lessor's name,</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:</p> <p style="text-align: center; margin-top: 40px;">SEE ATTACHED.</p> <p>All other terms and conditions of the Lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR : THE OXFORD FUND/BURKE, L.P.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> BY <u><i>[Signature]</i></u> (Signature) </td> <td style="width: 60%; vertical-align: top;"> <u>Vice President of Development</u> (Title) One Oxford Centre, Suite 4500 Pittsburgh, PA 15219-1489 (Address) </td> </tr> </table> <p>IN PRESENCE OF</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> <u><i>[Signature]</i></u> (Signature) </td> <td style="width: 60%;"></td> </tr> </table> <p>UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> BY <u><i>[Signature]</i></u> (Signature) </td> <td style="width: 60%; vertical-align: top;"> <u>Contracting Officer</u> (Official Title) </td> </tr> </table>				BY <u><i>[Signature]</i></u> (Signature)	<u>Vice President of Development</u> (Title) One Oxford Centre, Suite 4500 Pittsburgh, PA 15219-1489 (Address)	<u><i>[Signature]</i></u> (Signature)		BY <u><i>[Signature]</i></u> (Signature)	<u>Contracting Officer</u> (Official Title)
BY <u><i>[Signature]</i></u> (Signature)	<u>Vice President of Development</u> (Title) One Oxford Centre, Suite 4500 Pittsburgh, PA 15219-1489 (Address)								
<u><i>[Signature]</i></u> (Signature)									
BY <u><i>[Signature]</i></u> (Signature)	<u>Contracting Officer</u> (Official Title)								

SLA No. 1 to GS-02B-23753 (continued)

1. The new Lessor name is The Oxford Fund/Burke, L.P. Attached hereto and made a part hereof is a current GSA Form 3518 completed by The Oxford Fund/Burke, L.P.
2. The Lessor and Government hereby agree that the Government requested several changes to the building shell. The final negotiated amount for the Government's portion of these changes is \$107,849 which will increase the building shell portion of the annual rental. Paragraph 8 of the Lease Rider is hereby deleted and replaced in its entirety with the following paragraph:

The Government shall pay the Lessor annual rental as follows:

For years one (1) through fifteen (15) of the Lease term, \$970,672.96 per annum [\$33.36 per rentable square foot (RSF) or \$34.84 per ANSI BOMA Office Area (ABOA) square foot] payable at the rate of \$80,889.41 per month in arrears; which annual rental includes \$3.98 per ABOA square foot for the amortization of the Lessor's contribution to the TI cost plus \$0.82 per ABOA square foot for the amortization of Building Specific Security Cost. This annual rental shall be subject to adjustment as set forth in Paragraph 11 of the Lease Rider.

For years sixteen (16) through twenty (20) of the Lease term, \$824,985 per annum [\$28.35 per RSF or \$29.61 per ABOA square foot] payable at the rate of \$68,748.75 per month in arrears.

Rent payments shall be payable to: The Oxford Fund/Burke, L.P.
One Oxford Centre – Suite 4500
301 Grant Street
Pittsburgh, PA 15219-1407

3. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO – 8NY2420, CB Richard Ellis is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] for the fifteen (15) years of the firm term value of this lease ("Commission"). The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO, CB Richard Ellis 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 CB Richard Ellis in the amount of [REDACTED] per the terms outlined in the Commission Agreement following execution of this lease by the Government.

The shell rental portion of the annual rental payments of \$669,571.11 or \$55,797.59 per month due and owing under Paragraph 8 of this lease rider shall be reduced to fully recapture the Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the sixth (6th) month of the lease term as follows: Monthly Rental Payments \$80,889.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Monthly Rent.

Initials: _____ & HC
Lessor Govt.