

SUPPLEMENTAL LEASE AGREEMENT

| | | | |
|---|------------------------------|-----------------|----------------|
| SUPPLEMENTAL LEASE AGREEMENT NO. 5 | TO LEASE NO. GS-02B-23753 | DATE 8/29/11 | PAGE 1 of 3 |
| ADDRESS OF PREMISES 4551 State Route 11 (E), Malone, NY 12953-1827 | | | |

THIS AGREEMENT, made and entered into this date by and between The Oxford Fund/Burke, L.P.
whose address is

One Oxford Centre - Suite 4500
301 Grant Street
Pittsburgh PA 15219-1407

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on July 1, 2011, as follows:

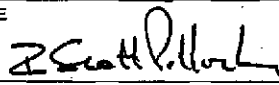
1. The purpose of this Supplemental Lease Agreement (SLA) five (5) is to establish the Lease commencement date, to document approved change orders, to modify the annual rent and to modify the base cost of services to include the cost of maintenance and repair of the emergency generator. The term of the Lease shall commence on July 1, 2011 and continue through June 30, 2031 subject to termination rights as set forth in the Lease.
2. This serves as the official approval for change order numbers 29-33 in the amount of \$25,621.21. This amount includes but is not limited to all materials, labor, overhead and profit and any applicable sales tax and or A/E and permitting fees. The Lessor shall be paid via amortization into the rent the amount of \$25,621.21. The proposals for change orders 29-32 are hereby attached and made a part of this lease. The change orders are as follows:

| Change Order # | Description | |
|----------------|--|-------------|
| 29 | Grounding required on the tower for future equipment | |
| 30 | Wall mounted fan in wash bay | |
| 31 | Security signage for exterior fencing | |
| 32 | Monument sign wording change | |
| 33 | Security changes | |
| TOTAL PRICING | | \$25,621.21 |


Continued on Page 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.


LESSOR

| | |
|--|---------------------------------|
| SIGNATURE  | NAME OF SIGNER Scott Pollock |
| ADDRESS 301 Grant Street Suite 4500 PGH, PA 15219 | |

IN PRESENCE OF

| | |
|---|--------------------------------|
| SIGNATURE  | NAME OF SIGNER Robert Cicco |
| ADDRESS 301 Grant Street Suite 4500 Pittsburgh, PA 15219 | |

UNITED STATES OF AMERICA

| | |
|--|---|
| SIGNATURE  | NAME OF SIGNER Anne M. Callahan |
| | OFFICIAL TITLE OF SIGNER Leasing Contracting Officer |

3. The Lessor and Government have agreed to amortize an added amount of \$25,621.21. The total value of the amortized Tenant Allowance is \$1,177,021.21 and will be amortized at a rate of 5.25% over the firm term of fifteen (15) years for a rate of \$4.08 ANSI/BOMA office area square foot (ABOA).

Paragraph 8 of the Lease Rider is hereby deleted in its entirety and replaced with:

"8. The Government shall pay the Lessor annual rent of \$977,044.08 (\$33.58 per rentable square foot (RSF) and \$35.07 per ANSI/BOMA office area square foot (ABOA)), payable at the rate of \$81,420.34 per month for years one (1) through year fifteen (15) of the Lease. The Government shall pay the Lessor annual rent of \$828,885.00 (\$28.48 per rentable square foot (RSF) and \$29.75 per ANSI/BOMA office area square foot (ABOA)), payable at the rate of \$69,073.75 per month for year sixteen (16) through year twenty (20) of the Lease

| Term | Annual Rent | Monthly Rent | Rent per RSF | Rent per ABOA |
|----------------------------|--------------|--------------|--------------|---------------|
| 07/01/2011 – 06/30/2026 | | | | |
| Shell Rent | \$669,571.11 | \$55,797.59 | \$23.01 | \$24.03 |
| TI Rent | \$113,541.74 | \$9,461.81 | \$3.90 | \$4.08 |
| Building Specific Security | \$22,731.24 | \$1,894.27 | \$0.78 | \$0.83 |
| Operating Expenses | \$171,200.00 | \$14,266.67 | \$5.88 | \$6.15 |
| Full Service Rent | \$977,044.09 | \$81,420.34 | \$33.58 | \$35.07 |
| 07/01/2026 – 06/30/2031 | | | | |
| Shell Rent | \$657,685.00 | \$54,807.08 | \$22.60 | \$23.61 |
| TI Rent | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Building Specific Security | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Operating Expenses | \$171,200.00 | \$14,266.67 | \$5.88 | \$6.15 |
| Full Service Rent | \$828,885.00 | \$69,073.75 | \$28.48 | \$29.75 |

Rent payments shall be payable to: The Oxford Fund, L.P. C/O Oxford Development Company
One Oxford Centre – Suite 4500
301 Grant Street
Pittsburg, PA 15219-1407"

Paragraph 9 of the Lease Rider is hereby deleted in its entirety and replaced with:

"9. 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 the 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 payment 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 of \$81,420.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Monthly Rent."

Continued on Page 3


INITIALS:

LESSOR
GOVT

GSA FORM 276 (REV. 8/2008) BACK

Paragraph 10 of the Lease Rider is hereby deleted in its entirety and replaced with:

"10. The Lessor and the Government agree that this Lease shall be subject to annual Operating Cost escalations. In accordance with Paragraph 4.3 of this Lease, the base cost of services is established as \$171,200.00 (or \$5.88 per Rentable Square Foot and \$6.15 per ABOA square feet)."

INITIALS: LESSOR 
GOVT 