

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE
1-19-11

TO LEASE NO. GS-02B-23753

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 to confirm the agreed upon cost of Tenant Improvements,

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

The Lessor and the Government hereby agree that the cost of Tenant Improvements ("TI"), as defined in the Lease, is \$3,314,294.00. Of this total TI cost, the annual rental specified in the Lease includes \$1,151,400 worth of amortized TI. Upon completion of the work, acceptance thereof by the Government and issuance of a proper invoice from the Lessor, the Government will reimburse the Lessor with a onetime lump sum payment of \$2,162,894.00. Additionally, the Lessor and Government hereby acknowledge that the \$3,314,294 TI cost includes a \$20,000 allowance for labor and material costs associated with the washer and dryer installation. Once the final scope of work for the washer/dryer is approved, we will finalize this cost and issue a separate SLA and Notice to Proceed ("NTP") for those two items and will adjust the TI cost as appropriate to reflect the actual cost of the washer and dryer. Additionally, the \$3,314,294 TI cost does not include the cost for the helipad for which a separate SLA and NTP will be issued. TI cost includes, but is not limited to, all architectural and engineering fees (including design drawings, construction drawings and all revisions thereto), all filing, permit and expeditor fees, if applicable, labor, materials, overhead and profit.

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: THE OXFORD FUND/BURKE, L.P.

BY R. Scott Pollock
(Signature)

R. Scott Pollock, Vice President, Development
(Title)

IN PRESENCE OF

Susan L. Steider
(Signature)

One Oxford Centre, Suite 4500, Pittsburgh PA 15219
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By Anne M. Callahan
(Signature)

Contracting Officer
(Official Title)

[Handwritten initials and date]
1/19/11