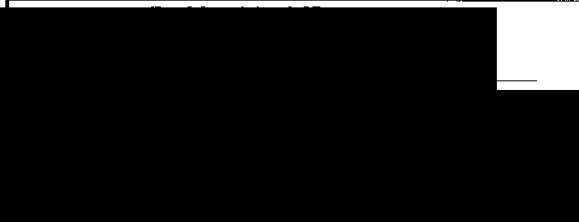
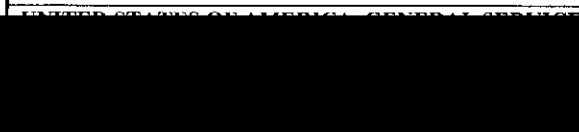


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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 TO LEASE NO. GS-02B-23749	DATE: 8-25-11
ADDRESS OF PREMISES: 344 West Genesee Street, Syracuse, New York 13203-1100		
THIS AGREEMENT , made and entered into this date by and between Berkley 344 Office, LLC		
whose address is: 55 Old Nyack Turnpike, #210 Nanuet, New York 10954		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government:		
WHEREAS , the parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease, (2) to modify the final tenant improvement costs, (3) to establish the annual rental rate, (4) to establish the final Broker Commission and Commission Credit of the Lease and (5) To provide for the completion of certain work by the Lessor.		
NOW THEREFORE , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 24, 2011, as follows:		
SEE ATTACHED		
All other terms and conditions of the Lease shall remain in force and in effect.		
IN WITNESS WHEREOF , the parties subscribed their names as of the above date.		
	<u>MEMBER</u> (Title)	
	<u>2 CURTIS Sq, SYR. NY</u> (Address)	
	GENERAL SERVICES ADMINISTRATION	
	_____ Contracting Officer (Official Title)	

GSA form 276 (REV 11/93)

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INITIALS: MD & TD
LESSOR GOV'T

**SUPPLEMENTAL LEASE AGREEMENT #1
TO LEASE # GS-02B-23749**

1. The Government has accepted the space as substantially complete. The term of the Lease, together with the rental payments, shall commence on February 24, 2011 and shall continue through February 23, 2021 subject to termination rights as set forth in the Lease.
2. The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total tenant improvements (TI) is \$15,515.00. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, permit and expediter fees, labor, materials, overhead and profit.

In accordance with paragraph 13 of the Rider to this Lease the tenant improvement cost will be amortized over five (5) years at an interest rate of 6.00% and the annual rental shall adjust for the remainder of the term of the Lease. The portion of the annual rental amount amortized pursuant to this calculation is \$3,599.38 per annum.

The Lessor and the Government mutually agree that for years 1-5 the Government shall pay the Lessor a total of \$19,772.08 per annum (\$17.24 per rentable square foot) at a rate of \$1,647.67 per month in arrears and subject to operating cost escalation adjustments.

For years 6-10 the Government shall pay the Lessor a total of \$16,058.00 per annum (\$14.00 per rentable square foot) at a rate of \$1,338.17 per month in arrears and subject to operating cost escalation adjustments.

3. The Government-approved design intent drawing A1 dated September 8, 2010 and Project Scope Memorandum dated September 4, 2010 which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit 1 (2 pages).
4. The Lessor hereby waives restoration as a result of all improvements.
5. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Supplemental Lease Agreement in accordance with the provisions of the Lease and in the same manner as all other tenant improvements provided by the Lessor under the Lease.
6. Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED] **Lessor shall pay the Broker no additional commissions associated with this lease transaction.** In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 51.5% 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 the Broker in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government.

INITIALS: MM & JD
LESSOR GOV'T

The shell rental portion of the annual rental payments due and owing under Paragraph 2 of this Supplemental Lease Agreement shall be reduced to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:


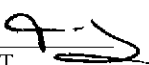
First Month's Rental Payment \$1,647.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$1,647.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$1,647.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$1,647.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

7. The Lessor will repair or replace defective carpet tile within 30 days of execution of this Agreement. In addition, the Lessor will repair or replace the exterior window adjacent to the Reception Desk in order to eliminate excessive air infiltration within 30 days of execution of this Agreement.
8. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:  & 
LESSOR GOV'T