

SECOND AMENDMENT

TO CONSTRUCTION MANAGEMENT AND CONSTRUCTION AGREEMENT

This Second Amendment to Construction Management and Construction Agreement ("Second Amendment") is effective as of June 25, 2015 ("Second Amendment Effective Date") and is made by Fort Schuyler Management Corporation ("FSMC"), having an office located at 257 Fuller Road, Albany, New York 12203, and COR Aspen Park Boulevard Company II, LLC ("COR"), having an office located 540 Towne Drive, Fayetteville, New York 13066. FSMC and COR may be referred to as "Party" and collectively as "Parties". Capitalized terms not defined in this Second Amendment shall have the meanings set forth in the Agreement.

WHEREAS, reference is made to that certain Construction Management and Construction Agreement ("Agreement"), effective as of January 7, 2015, between FSMC and COR and which was amended by the First Amendment to the Construction Management and Construction Agreement ("First Amendment") effective as of April 2, 2015 ("First Amendment Effective Date"); and

WHEREAS, the Parties desire to amend the GMP amount.

NOW, THEREFORE, the Parties agree as follows:

1. The second sentence of Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The cost of the Project and the maximum cost to FSMC for the Project shall not exceed Thirteen Million Eight Hundred Sixteen Thousand Dollars (\$13,816,000.00) ("GMP"), including all amounts paid by FSMC under the Notice to Proceed issued in conjunction with the completion of the Project, the Cost of Work, the Fixed Construction Services Fee, and the Development Fee."
2. This Second Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute but one and the same Second Amendment. Any signed copy of this Second Amendment made by reliable means (e.g., photocopy, facsimile, or PDF Adobe format) is considered an original.
3. Unless otherwise expressly amended by this Second Amendment, the terms and provisions of the Agreement shall remain the same and are in full force and effect as of the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be signed and delivered by their duly authorized representatives as of the Second Amendment Effective Date.

FORT SCHUYLER MANAGEMENT CORPORATION

By: Walter G. Barber

Name: Walter G. Barber

Title: Chairman

Date: June ²⁶__, 2015

**COR ASPEN PARK BOULEVARD
COMPANY II, LLC**

By: Steven F. Aiello

Name: Steven F. Aiello

Title: General Manager

Date: June __, 2015