

**FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("First Amendment") takes effect July 9, 2014 and is between McGuire Development Company, LLC ("MCGUIRE"), a New York limited liability company with its principal office located at 560 Delaware Avenue, Suite 300, Buffalo, New York 14202, and Fort Schuyler Management Corporation ("FSMC"), a New York not-for-profit corporation having an office located at SUNYIT, 100 Seymour Road, Utica, New York 13502. Capitalized terms not defined in this First Amendment shall have the meanings set forth in the MOU.

WHEREAS, reference is made to that certain Memorandum of Understanding ("MOU"), effective on March 20, 2014, between FSMC and MCGUIRE; and

WHEREAS, the Term of the MOU expires on July 18, 2014, and the Parties desire to extend the Term of the MOU; and


NOW THEREFORE, the Parties agree as follows:

1. The first sentence of Article VI of the MOU is hereby deleted and replaced with the following:

"This MOU shall be effective for a term ("Term") of 240 days following the Effective Date, unless earlier terminated in accordance with this MOU."
2. This First Amendment may be signed and delivered in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute but one and the same First Amendment. Any signed copy of this First Amendment made by reliable means (e.g., photocopy, facsimile, or PDF Adobe format) is considered an original.
3. Unless otherwise expressly amended by this First Amendment, the terms and provisions of the MOU shall remain the same and are in full force and effect as of the Effective Date.

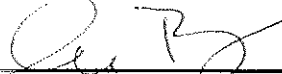
IN WITNESS WHEREOF, each Party has caused this MOU to be signed by its duly authorized representatives as follows:

**MCGUIRE DEVELOPMENT
COMPANY, LLC**



By: James F. Dentinger
Title: President
Date: 7/9/14

**FORT SCHUYLER MANAGEMENT
CORPORATION**



By: Alicia Dicks
Title: President
Date: 7/11/14