

**SECOND AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING**

**THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING** ("Second Amendment") takes effect September 2, 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 Second Amendment shall have the meanings set forth in the MOU.

**WHEREAS**, reference is made to that certain Memorandum of Understanding , effective on March 20, 2014, between FSMC and MCGUIRE, as amended by that certain First Amendment to the MOU, effective July 9, 2014, ("MOU"); and

**WHEREAS**, the Parties desire to further amend the MOU in certain respects as set forth below in this Second Amendment; and

**NOW THEREFORE**, the Parties agree as follows:

1. A new Section III.8 is added to the MOU to read as follows:

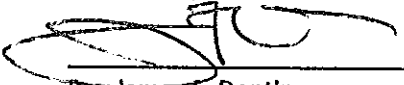
- III.8.1. In connection with the selection of the south tower of Key Center, 562 Main Street, Buffalo, New York ("Building") as the location of the IITC Facilities and the closing of an acquisition by FSMC of two (2) condominium units in the Building ("Closing"), FSMC shall, subject to Section III.8.3, pay MCGUIRE a fee of four (4%) percent of the purchase price of the two (2) condominium units being purchased in 2014 ("Fee"), the first of which is expected to be comprised of the entire third (3<sup>rd</sup>) floor of the Building (less common areas and condominium elements to be defined in a contract ("Contract") for sale of condominium units between FSMC and Key Success LLC) and the second of which is expected to be comprised of the entire seventh (7<sup>th</sup>) through twelfth (12<sup>th</sup>) floors of the Building (less building common areas and condominium elements to be defined in the Contract). The Fee is payable by FSMC at such time as determined by FSMC, but in no event later than the Closing of the purchase of each of the two (2) condominium units described in this Section III.8.1, provided, however, that FSMC's obligation to pay the Fee is contingent on the occurrence of the Closing of the purchase of the two (2) condominium units described in this Section III.8.1 upon such terms and conditions satisfactory to FSMC in its sole and absolute discretion.
- III.8.2 The purchase price of the two (2) condominium units is the product of (a) \$108 per square foot and (b) the total square footage of floors three and seven through twelve (less common areas and condominium elements to be defined in the Contract) in the Building.
- III.8.3 MCGUIRE shall not seek or accept any brokerage commission from Key Success LLC, the owner of the Building, in connection with the acquisition by FSMC of the two (2) condominium units identified in Section III.8.1.
- III.8.4 The Fee paid by FSMC pursuant to this MOU shall be in full satisfaction of any and all claims that MCGUIRE has or may in the future have to payment of compensation for fees or reimbursement of expenses incurred in connection with the services performed pursuant to the MOU or otherwise, whether such services are specifically enumerated in the MOU or not,

for the services associated with identifying and evaluating a location for the IITC Facilities on FSMC's behalf and with FSMC's acquisition of the two (2) condominium units identified in Section III.8.1.

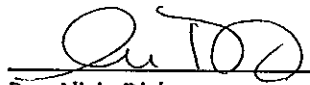
2. This Second Amendment may be signed and delivered in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute but one and the same Second Amendment. Any signed copy of this Second Amendment made by reliable means (e.g., photocopy, facsimile, or PDF Adobe format) is considered an original.
3. Unless otherwise expressly amended by this Second Amendment, the terms and provisions of the MOU shall remain the same and are in full force and effect.

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

**MCGUIRE DEVELOPMENT  
COMPANY, LLC**

  
\_\_\_\_\_  
By: James F. Dentinger  
Title: President  
Date: 9/4/14

**FORT SCHUYLER MANAGEMENT  
CORPORATION**

  
\_\_\_\_\_  
By: Alicia Dicks  
Title: President  
Date: 9/4/14