THIS AMENDMENT is made and entered into between PORT OF OSWEGO AUTHORITY
whose address is: 1 E 2ND ST
Oswego, NY 13126-1177

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: 1) To establish the date of Beneficial Occupancy, 2) To establish the square footage of the leased space, 3) To establish the Government’s Termination Rights, 4) To establish the Fully Serviced Rent to include Shell, Operating, Tenant Improvements and the Building Specific Amortized Capital Costs and 5) To accept the Tenant Improvement items (TI) and Building Specific Amortized Capital (BSAC) build-out as substantially complete.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective December 1, 2015:

1) LEASE TERM:

To Have and To Hold the said Premises with its appurtenances for the term beginning on December 1, 2015 continuing through November 30, 2025.

10 Years, 5 Years Firm

[SEE PAGE 2]
2) **THE PREMISES:**

Office and Related Space: 4,875 rentable square feet (RSF), yielding 4,875 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space along with 15 surface parking spaces and 1 structured parking space for a (14 - 25 ft.) research boat located at Lake Street & West 3rd Street, Oswego, NY 13126.

3) **TERMINATION RIGHTS:**

The Government may terminate this Lease in whole or in parts, at any time effective after the Firm Term (November 30, 2020) of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

4) **RENT AND OTHER CONSIDERATION:**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

<table>
<thead>
<tr>
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<th>12/1/2015 - 11/30/2020</th>
<th>12/1/2020 - 11/30/2025</th>
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<tbody>
<tr>
<td><strong>SHELL RENT</strong></td>
<td>$61,693.00</td>
<td>$71,662.50</td>
</tr>
<tr>
<td><strong>OPERATING COSTS</strong></td>
<td>$27,097.50</td>
<td>$27,097.50</td>
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<tr>
<td><strong>TENANT IMPROVEMENTS RENT</strong></td>
<td>$29,364.44</td>
<td>$0.00</td>
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<tr>
<td><strong>BUILDING SPECIFIC AMORTIZED CAPITAL COSTS</strong></td>
<td>$1,188.89</td>
<td>$0.00</td>
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<td>PARKING</td>
<td>INCLUDED IN SHELL</td>
<td>INCLUDED IN SHELL</td>
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<td><strong>TOTAL ANNUAL RENT</strong></td>
<td><strong>$119,843.83</strong></td>
<td><strong>$99,060.00</strong></td>
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1. Shell rent Years 1-5: $12.70 per RSF multiplied by 4,875 RSF.
2. Shell rent Years 6-10: $14.70 per RSF multiplied by 4,875 RSF.
3. Operating Costs are amortized at a rate of 5.0 percent per annum over the first 5 years.
4. Building Specific Amortized Capital Costs of $5,250.00 are amortized at a rate of 5.0 percent per annum over the first 5 years.

5) **TENANT IMPROVEMENT ACCEPTANCE:**

On April 29, 2015, the Government approved the Tenant Improvement Costs in the amount of $129,670.20 and the Building Specific Amortized Capital Costs in the amount of $5,250.00 and provided a Notice to Proceed for these amounts. The Government hereby accepts the Tenant Improvement and Building Specific Amortized Capital build-out provided by the Lessor in the Government leased space as of December 1, 2015. The Tenant Improvement (TI) and Building Specific Amortized Capital (BSAC) costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and BSAC costs.

All other terms and conditions of this lease shall remain in full force and effect.