

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (“**Fourth Amendment**”) is made and entered into this 27th day of February, 2009, by and between ELMIRA EASTOWNE MALL, LLC, a New York limited partnership (successor-in-interest to The City of Elmira, New York), as Landlord (the “**Landlord**”) and THE TRAVELERS INDEMNITY COMPANY, a Connecticut corporation, as Tenant (the “**Tenant**”).

WITNESSETH:

WHEREAS, pursuant to a certain Lease dated as of April 15, 1999 (the “**Original Lease**”) by and between Landlord and Tenant, Landlord leased to Tenant certain premises consisting of 25,926 square feet of Rentable Area situated on the first floor (the “**Premises**”) of the Building known as Eastowne Mall located at 150 Baldwin Street, Suite A (previously referred to as 116 Baldwin Street), Elmira, NY 14901 (the “**Building**”); and

WHEREAS, the parties amended the Lease pursuant to the terms set forth in the First Amendment to Lease dated as of July 26, 1999 (the “**First Amendment**”) in order to provide for the expansion of the Premises; and

WHEREAS, the parties further amended the Lease pursuant to the terms set forth in the Second Amendment to Lease dated as of November 5, 2002 (the “**Second Amendment**”) in order to establish the total Rentable Area of the Premises; and

WHEREAS, the parties further amended the Lease pursuant to the terms set forth in the Third Amendment to Lease dated as of December 8, 2003 (the “**Third Amendment**”) in order to extend the Lease Term and provide for such other related matters. Hereafter, the Original Lease, together with the First Amendment, the Second Amendment, and the Third Amendment are collectively known as the “**Lease**”; and

WHEREAS, said Lease expires on June 30, 2009; and

WHEREAS, Tenant desires to extend the Lease Term and to provide for such other related matters as set forth herein; and

WHEREAS, Landlord is in agreement with the same, and therefore, Landlord and Tenant desire to amend the Lease in order to extend the Lease Term and to provide for such other matters, as set forth herein.

WHEREAS, the changes and modifications, as hereafter set forth, shall be binding as of the

date hereof, and effective on and after July 1, 2009, unless otherwise expressly provided for herein (the "**Effective Date**"). Until the Effective Date, the parties hereto shall continue to operate under the current terms and provision of the Lease.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. **CAPITALIZED TERMS**. All capitalized terms used in this Fourth Amendment without definition shall have the definitions ascribed to such terms in the Lease.

2. **NOTICES**. Section 2.02 (NOTICES) of the Lease shall be amended such that all notices and notifications, required or permitted under this Lease, to be sent to Landlord or Tenant, shall be sent to the following addresses, in the manner set forth in such Section 2.02, or such other addresses as may be designated by Landlord or Tenant, by notice to the other, as set forth in such Section 2.02:

Landlord: Elmira Eastowne Mall, LLC
Attn: Lance L. Moore
5360 North Franklin Street
Denver, Colorado 80216

With a copy to:

Arnall Golden Gregory LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363
Attn: Jonathan L. Neville, Esquire

Tenant: The Travelers Indemnity Company
One Tower Square
Hartford, Connecticut 06183-7130
Attn: Corporate Real Estate, 1 MS

With a copy to:

The Travelers Indemnity Company
1000 Windward Concourse
Alpharetta, GA 30005
Attn: Corporate Real Estate
Regional Vice President

3. **PREMISES.** For the Lease Term of the Lease provided for in this Fourth Amendment, Landlord and Tenant hereby agree that the Premises shall remain as described in the Lease, consisting of 40,888 square feet of Rentable Area, situated on the first (1st) floor of the Building, and Tenant shall accept the same in its “as is” condition; however, subject to Landlord’s Work, as hereinafter defined, and Landlord shall have no further obligation to improve or alter the Premises for the Lease Term described herein.

4. **LEASE TERM.** For purposes of this Fourth Amendment, Section 2.06 (LEASE TERM) of the Lease shall be amended such that, as of the Effective Date, the Lease Term shall hereby be extended for a period of five (5) years (hereafter the “**Lease Term**”) and shall therefore expire on June 30, 2014, unless sooner terminated, extended or renewed, as provided for in this Fourth Amendment or in the Lease (hereafter the “**Lease Expiration Date**”). It is hereby agreed by Landlord and Tenant that none of the other terms and conditions of such Section 2.06 with respect to the determination of the Effective Date shall apply to the Lease Term set forth in this Fourth Amendment, and shall be deemed of no force and effect with respect to this Fourth Amendment.

5. **IMPROVEMENTS.** Section 2.08 (IMPROVEMENTS) of the Lease shall be amended such that for purposes of this Fourth Amendment and the Lease Term provided for herein, such Section 2.08 shall mean the following:

(i) For purposes of this Fourth Amendment, Landlord hereby agrees to use reasonably diligent efforts to perform and complete the following construction work for Tenant, at Landlord’s sole cost and expense, on or before the Effective Date or within the time period otherwise set forth herein, using materials of similar or equal quality than what presently exists at the Building, and in a good and workman like manner, using good construction practices, and in accordance with any applicable Laws governing the same (hereafter, “**Landlord’s Work**”). Landlord’s Work shall consist of the following:

- In accordance with Tenant’s final concept and design drawings, Landlord shall relocate and construct a new Building entrance with a glass front and an overhang/canopy, so that Tenant, at Tenant’s expense, may complete the additional interior and exterior signage work associated with such new Building entrance.
- At the time of any failure or need to repair, during the Lease Term set forth herein, Landlord shall repair, improve and/or replace the current HVAC system(s)/units or major components thereof to meet Tenant’s temperature, fresh air and humidity requirements, which are set forth in Exhibit C (BASE BUILDING IMPROVEMENTS) of the Lease.
- In addition to the foregoing, Landlord, within ninety (90) days after completion of any improvement work performed by Tenant in order to prepare the Premises for Tenant’s

continued occupancy, as further described herein, will retain a mutually agreeable, third party mechanical-electrical-plumbing engineer (“MEP”) to test, balance, inspect and assess the HVAC system. Landlord, at Landlord’s expense shall implement any reasonable improvements suggested or recommended by the MEP, in order to meet Travelers’ current temperature, ventilation, fresh-air and humidity standards, as provided for in Exhibit C (BASE BUILDING IMPROVEMENTS) of the Lease.

- Add a door in the back of the Building accessing Tenant’s training room area.
- Renovate, prior to the Effective Date, the common area bathrooms, which shall include new fixtures; the installation of new tile surfaces & flooring, hardware and paint.
- Install new energy efficient lighting throughout the Premises, as reasonably specified by Tenant and approved by the Landlord (which approval shall not be unreasonably withheld or delayed). However, notwithstanding anything else herein to the contrary, Tenant and Landlord shall equally share the cost of such lighting; however, Landlord’s share shall not exceed \$25,000.00.

Landlord hereby agrees to promptly commence Landlord’s Work following full execution of this Fourth Amendment. Landlord further agrees that Landlord’s Work will not unreasonably or materially interfere with Tenant’s business operations within the Premises. Landlord shall obtain and pay for, as part of the Landlord’s Work, the building permit and all other permits, licenses and inspections necessary for the proper execution and completion of the Landlord’s Work. For purposes hereof, the Landlord’s Work shall be deemed to be “**substantially completed**” on the date that all of the Landlord’s Work has been completed in accordance with the Landlord’s Work plans (and any plans or specifications provided by Tenant and approved by Landlord, which approval shall be delivered as hereinafter required) and all applicable Laws, other than any minor details of construction, mechanical adjustment or any other minor matter (hereafter “**substantially completed**” or “**substantial completion**”). To the extent that the issuance of any certificate of occupancy or the equivalent is required by the appropriate governmental authority having jurisdiction over the Building, such shall be obtained prior to and in order for Landlord’s Work to be deemed “substantially completed”. Any such minor details, mechanical adjustments and other minor matters, the noncompletion of which do not materially interfere with Tenant’s use of the Premises shall be known as the “**Landlord’s Work Punch List Items**”. Within ten (10) days after the date of substantial completion of the Landlord’s Work, Tenant may furnish Landlord with one or more written notices identifying the Landlord’s Work Punch List Items. Within thirty (30) days of receipt of the same from Tenant, Landlord shall commence and shall diligently prosecute to completion, the installation, completion, repair or remedy of all such items listed thereon. Furthermore, Landlord’s Work consists solely of Base Building Improvements, as further described in Exhibit C (BASE BUILDING IMPROVEMENTS) of the Lease, and shall therefore be maintained and repaired by

Landlord, at Landlord's sole cost and expense, in accordance with the terms of the Lease, subject to the terms of Section 3.02 (ESCALATION) thereof; and

(ii) With the exception of the Landlord's Work, it is hereby understood and agreed that Tenant shall accept the Premises in an "as is" condition, and Landlord shall have no further obligation to improve, alter or remodel the same. However, Tenant, subject to Landlord's prior approval, which shall be delivered as required herein, may perform any Alterations to the Premises which Tenant desires in order to update and refurbish the Premises for the Lease Term set forth in this Fourth Amendment (hereafter the "**Tenant Improvement Work**"). For purposes of this Fourth Amendment, all work, other than Landlord's Work, required by Tenant to render the Premises suitable for Tenant's continued occupancy shall collectively be referred to as the Tenant Improvement Work. All Tenant Improvement Work shall be done in accordance with the terms of Section 5.02 (ALTERATIONS) of the Lease, and in a good and workmanlike manner by Tenant or its contractors or subcontractors, and shall comply at the time of completion with all applicable Laws and insurance requirements, in accordance with the terms of the Lease. Tenant acknowledges and agrees that all Tenant Improvement Work shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Inasmuch, within five (5) business days after receipt by Landlord of any Tenant plans, with respect to the Tenant Improvement Work, Landlord shall (i) give its written approval thereto, or (ii) notify Tenant of any objections to such Tenant plans, and Tenant shall make any reasonable revisions and resubmit the Tenant plans for Landlord's approval. The preceding two sentences shall be implemented repeatedly until Landlord gives its written approval to the Tenant's plans. If Landlord shall fail to respond to Tenant's plans (or any revisions or modifications thereto) with its approval or request for revisions/modification within the time period(s) provided above, such failure shall be deemed Landlord's approval of Tenant's plans (including all revisions and modifications approved or deemed approved by Landlord).

6. **RENT.** As of the Effective Date, Section 3.01 (RENT) of the Lease shall be amended for purposes of the Lease Term set forth in this Fourth Amendment, such that Exhibit G (BASE RENT SCHEDULE) of the Lease shall be deleted in its entirety and replaced with the "Exhibit G" (BASE RENT SCHEDULE), attached to this Fourth Amendment and made a part hereof. Landlord and Tenant hereby agree that notwithstanding anything contained in the Lease to the contrary, the Base Rent for the Lease Term provided for in this Fourth Amendment, shall be calculated on a gross basis and shall include all utilities, building services, operating expenses (excluding Real Estate Taxes, as defined in the Lease), exterior grounds maintenance, management fees and any other charges which were formerly passed through as Building Operating Costs for the Premises, Building and Land, and no additional amounts shall be due from Tenant to Landlord for the same. It is hereby agreed that the Base Rental Rate provided in Exhibit G, and the increases provided for in Section 3.02 of the Lease, as amended in Paragraph 7 below of this Fourth Amendment, shall account for such costs and charges.

It is hereby agreed that for purposes of the stepped Base Rental Rate, as further described below, the “**First Lease Year**” shall be the twelve (12) month period commencing on the Effective Date of July 1, 2009 and continuing through the last day of the twelfth full calendar month thereafter. Each “**Lease Year**” after the First Lease Year shall be a consecutive twelve (12) month period commencing on the first day of the calendar month immediately following the preceding Lease Year.

Further, it is hereby agreed that Section 3.01 shall be amended such that the monthly installments of Base Rent shall be payable in advance, without set-off or reduction, except to the extent expressly provided for by the terms of the Lease, as amended, to Landlord on or before the third (3rd) business day of each month during the Lease Term provided for herein, otherwise in the manner set forth in such Section 3.01. If any Base Rent is unpaid more than seven (7) days after notice from Landlord to Tenant that such was not originally received, Landlord may charge Tenant a late fee equal to five percent (5%) of any Base Rent not paid when due.

7. **CPI BASE RENT INCREASE.** Landlord and Tenant hereby agree that the annual Base Rent shall increase each Lease Year following the First Lease Year, on the anniversary of the Effective Date, by an amount equal to the percentage increase in the CPI (as hereafter defined) for the current year over the previous year (hereafter, the “**CPI Base Rent Increase**”); however, notwithstanding the foregoing to the contrary, in no event shall the percentage increase from Lease Year to Lease Year in Tenant’s Base Rent, be greater than three percent (3%) (hereafter, the “**CPI Base Rent Increase Cap**”). For purposes of calculating the CPI Base Rent Increase the CPI for the month of May of the prior Lease Year shall be determined and compared to that of the month of May of the Lease Year in question. Once the percentage increase in the indices is calculated such percentage increase is compared to the CPI Base Rent Increase Cap, and the lesser of the two shall be used to determine the increase in Tenant’s Base Rent for the upcoming Lease Year. For example, in determining the CPI Base Rent Increase for the Lease Year commencing July 1, 2010, the CPI of May 2009 is to be compared to the CPI for May 2010. The percentage increase in such indices is then compared to the 3% CPI Base Rent Increase Cap, and the lesser of the two shall be used in order to calculate the increase in Base Rent and the then current Base Rent shall be increased by an amount equal to the determined CPI Base Rent Increase percentage. For purposes hereof, “**CPI**” shall be determined in accordance with the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U): (U.S. City Average: All items) issued by the Bureau of Labor Statistics of the U.S. Department of Labor (hereinafter, the “**Index**”) using the calendar year 2009 as a base, but in no event shall such increase exceed three (3%) per annum, nor shall the gross annual Base Rent, as adjusted, be less than the prior year’s gross annual Base Rent.

In the event that the Index herein referred to ceases to be published during the Term of this Lease, or if a substantial change is made in the method of establishing such Index, then the determination of the rental adjustment shall be made by comparable statistics on the cost of living in the United States, as shall then be computed and published by an agency of the United States, or, by

a respected financial periodical mutually selected by Landlord and Tenant.

8. **ESCALATION - REAL ESTATE TAXES.** It is hereby agreed and acknowledged that Section 3.02(B) (REAL ESTATE TAX ESCALATION) of the Lease as subsequently amended shall be deleted in its entirety and replaced with the following:

(i) **“Real Estate Taxes”** shall mean all taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may be during the Lease Term assessed, levied, charged, confirmed or imposed upon the Property and provided that said Real Estate Taxes have been finally determined by legal proceedings or otherwise to be legally payable, but shall not include any municipal, state or federal capital levy, estate, succession, inheritance, transfer, sales, use or franchise taxes, or any income, profits, or revenue tax, assessment or charge imposed upon the rent received as such by the Landlord under this Lease, nor shall Real Estate Taxes include interest or penalties imposed for late payment or otherwise. However, in the event that Landlord (or any successor) shall, at any time during the Lease Term, or any extension or renewal thereof, receive an abatement, reduction or exemption with respect to the Real Estate Taxes, assessments, levies or other charges for the Property, subject to the provisions of Paragraph 3.02(B)(vi) below, the Real Estate Taxes shall be deemed reduced by the amount of such abatement, reduction or exemption, during the Computation Year that such is received. Furthermore, if at any time during the Lease Term the methods of taxation prevailing as of the date hereof shall be altered so that as a substitute for the whole or any part of the Real Estate Taxes now levied, assessed or imposed, there shall be levied, assessed or imposed any other similar or dissimilar tax, levy, imposition, charge or license fee (hereafter, the **“Revised Real Estate Taxes”**), however described or imposed, then Tenant agrees that such Revised Real Estate Taxes shall, but only to the extent of such substitution, be deemed to be included in the definition of Real Estate Taxes.

Special assessments may be included with Real Estate Taxes to the extent that (i) the special assessment benefits all tenants of the Building equally in proportion to a tenant's rentable area of the Building; (ii) the special assessment benefits the Building, as defined in this Lease, as opposed to another building within a project or park, and (iii) the special assessment is not incurred or paid by Landlord in lieu of a capital expenditure. As to any such special assessments which are payable over a period of time extending beyond the Lease Term (as the same may be extended), only a pro rata portion thereof, covering that portion of the Lease Term unexpired at the time of the imposition of such assessment, shall be included in Real Estate Taxes. If, after Tenant shall have made a Tax Payment, as hereafter defined, Landlord shall receive a refund of any portion of the Real Estate Taxes on which such Tax Payment was based, as a result of a reduction of such Real Estate Taxes by final determination of legal proceedings, settlement or otherwise, Landlord shall within thirty (30) days after receiving the refund, pay to Tenant, Tenant's Proportionate Share of the refund.

(ii) "Tax Year" means the full fiscal period for each levied or assessed Real Estate Tax.

(iii) "Base Real Estate Taxes" means Real Estate Taxes for the Base Tax Year.

(iv) "Base Tax Year" shall mean the calendar year 2009; however, subject to the terms provided in Subsection 3.02(B)(vi) hereof, below, the Base Real Estate Taxes shall be adjusted in accordance with the terms of such Subsection (vi) and shall not be deemed fully determined until such time that the Building is 100% fully assessed and 100% fully taxed, as a 100% fully completed structure, with no abatements or tax exemption status.

(v) Tenant shall not be responsible for any increase in Real Estate Taxes which results solely from the creation of additional rentable area on the Land or in the Building or from improvements or alterations made by Landlord or other tenants; provided, however, Tenant shall be responsible for any additional Real Estate Taxes which are imposed upon the Building and which result solely from the creation of additional rentable area in the Building due to Tenant's exercise of an Additional Space Option, pursuant to Section 5.05 hereof; provided that there is an actual increase in the Total Rentable Area of the Building in accordance with the BOMA Method of measurement.

(vi) If (i) there is a tax abatement program, tax exemption or other reduction in effect at any time prior to or during the Lease Term which reduces Real Estate Taxes, or (ii) Real Estate Taxes are "phased in" during the Lease Term, or (iii) the Building is not 100% fully assessed, 100% occupied and 100% fully taxed as a 100% completed structure for the Base Tax Year, then in such an event, the Base Real Estate Taxes shall be adjusted in the subsequent Tax Years immediately following the abatement, reduced tax or exemption period so that the Base Real Estate Taxes reflect full taxation at a level where (x) the Real Estate Taxes have been fully phased in; (y) no more abatement or exemption applies; and (z) the Building is 100% fully assessed, 100% occupied and 100% fully taxed as a 100% completed structure.

(vii) At Tenant's option, Tenant may bring appropriate proceedings in Landlord's name or Tenant's name or both for contesting any assessment for any Tax Year during the Lease Term. The net amount of taxes recovered as a result of such proceedings (e.g., the amount recovered after payment of all sums necessary to attain such recovery) shall be shared between Landlord and Tenant with Tenant receiving Tenant's Proportionate Share thereof. Landlord shall cooperate with Tenant with respect to the proceedings so far as is reasonably necessary.

(viii) Any increase in Real Estate Taxes for the Building or the Land resulting from a refinancing or sale of the Building or Land shall be added to the Base Real Estate Taxes.

(ix) Tenant's payment of Additional Rent, with respect to Real Estate Taxes, shall be in accordance with the terms of Section 3.02(C) of the Lease, which provides that Tenant shall pay to Landlord the positive difference, if any, between Tenant's Proportionate Share of the Real

Estate Taxes for the Base Tax Year, and Tenant's Proportionate Share of the Real Estate Taxes for any such Tax Year (the "Tax Payment").

(x) Notwithstanding the terms of this Fourth Amendment, the payment of Real Estate Taxes for Tax Years 2008 and prior shall be governed by the terms of the Original Lease, the First Amendment, Second Amendment and Third Amendment, unmodified by the Fourth Amendment.

9. **SERVICES PROVIDED BY LANDLORD.** Pursuant to the terms and conditions of Paragraph 8 of the Third Amendment, however, with the exception of the initial obligation of Landlord to hire and retain a professional property management company to perform managerial and maintenance services for the Building, the other standards and conditions of such Paragraph 8 shall remain in full force and effect and a part of the Lease.

10. **PARKING.** It is hereby agreed that parking shall remain as provided for in Paragraph 9 of the Third Amendment.

11. **TENANT SIGNAGE.** In accordance with the terms of Section 5.03 (TENANT SIGNAGE) of the Lease and pursuant to Landlord's prior approval, to the extent required in Section 5.03, and which shall not be unreasonably withheld, conditioned or delayed, Tenant, at its own cost and expense, shall be permitted to install a sign or other identification at the new Building entrance door which is being constructed by Landlord, as part of the Landlord's Work (as provided above). Tenant acknowledges and agrees that the cost of such signage shall be Tenant's sole responsibility.

12. **SURRENDER OF SPACE OPTION.** Section 5.04 (SURRENDER OF SPACE OPTION) of the Lease, as amended by Paragraph 10 of the Third Amendment, shall hereby be ratified and confirmed for the Lease Term provided for by this Fourth Amendment, and therefore Tenant shall have the option, at any time after the end of the third (3rd) Lease Year of the Lease Term provided for herein, upon providing Landlord with six (6) months prior written notice, to surrender up to one hundred percent (100%) of Tenant's then existing Rentable Area of the Premises (the "**Surrender of Space Option**"), in accordance with the terms of such Section 5.04, except to the extent otherwise amended herein. In the event that Tenant exercises this Surrender of Space Option, Tenant shall pay to Landlord, on or before any Surrender Date, a surrender fee, to be calculated in the following manner: the remaining unamortized portion of the brokerage commission paid or granted by Landlord to Tenant or paid by Landlord to a real estate broker (pursuant to this Fourth Amendment), with respect to the Surrender Space (hereafter, "**Landlord's Transaction Costs**") – multiplied by a fraction, the numerator of which is the number of months occurring during the period commencing on the day following the Surrender Date and ending on the Lease Expiration Date, and the denominator of which is the number of months occurring during the period commencing on the Effective Date for the Surrender Space and ending on the Lease Expiration Date, and as amortized over the Lease Term (on a straight-line basis) at an annual interest rate of seven

(7%) percent (hereafter, the “**Surrender Fee**”).

Landlord and Tenant each hereby acknowledge and agree that any space which Tenant surrenders hereunder (known as the “**Surrender Space**”) shall be reasonably marketable space for purposes of Landlord’s re-letting of the same, and that Landlord at Landlord’s sole cost and expense shall complete any demising costs associated with the Surrender Space.

This Surrender of Space Option for all or a portion of the Premises shall be self-operative and no additional agreement between Landlord and Tenant will be necessary to effectuate such release; provided, however, Landlord and Tenant shall for their mutual convenience, execute an amendment to the Lease within sixty (60) days following Tenant’s notice to Landlord exercising this Surrender of Space Option, either terminating the Lease, or stating the reduced Rentable Area of the Premises (if the entire Premises is not surrendered), the annual Base Rent, and the monthly rent installments.

13. **RIGHT OF FIRST OFFER**. Section 5.06 (RIGHT OF FIRST OFFER) of the Lease is deleted by the Lease and as of the Effective Date shall be of no further force and effect.

14. **RENEWAL OPTION**. Section 5.07 (RENEWAL OPTION) of the Lease shall mean the following:

“Provided that no event of Default has occurred, beyond any applicable notice and cure periods, and is continuing at the time of exercise of an option under this Section 5.07, or on the expiration date of the then expiring Lease Term, as the case may be, Tenant shall have the option to renew this Lease (the “**Renewal Option**”) for two (2) additional terms of up to five (5) years each (each known as a “**Renewal Term**”), upon the same terms and conditions as provided for in the Lease, as amended by this Fourth Amendment thereto, except that the Base Rent for the First Lease Year of each respective Renewal Term (expressed in an amount per square foot of rentable area) shall be at ninety percent (90%) of the Fair Market Rate (hereinafter defined) at that time. Furthermore, the Base Tax Year shall also be updated to the calendar year or the Tax Year, as appropriate, in which the applicable Renewal Term commences.

For purposes hereof, “**Fair Market Rate**” shall mean the average of the annual rental rates then being charged in the office market sector of the area where the Building is situated, for comparable space for leases commencing on or about the time of the commencement of the lease term to which this definition applies, taking into consideration use, location and floor level of the applicable building, the location, quality and age of the building, size of the space, parking, leasehold improvements or allowances provided, rental concessions (such as abatements, lease assumptions or takeovers and moving expenses), the date that the particular rate under consideration became effective, the term of the lease under consideration, the extent of services provided thereunder, applicable distinctions between “gross” leases and “net” leases, base year figures for

escalation purposes, brokerage fees saved due to the renewal, the period for which space would be vacant if Tenant were to vacate the space rather than to renew, the creditworthiness and quality of Tenant, and other adjustments to the base rental and any other relevant term or condition in making such evaluation, including bonafide written offers made to the Landlord by unrelated third parties at an arms-length basis to lease the same comparable space.

Tenant shall determine the amount of space that shall be subject to renewal and Tenant shall provide Landlord with at least six (6) months written notice, prior to the expiration of the then current Lease Term, of Tenant's intent to exercise the Renewal Option and of Tenant's space requirements for the applicable Renewal Term. Any portion of the Premises that is **not included** in the Renewal Term shall be of a leasable configuration and accessible to another tenant in accordance with local Building Code. Landlord shall, within one (1) month after receipt of Tenant's notice, notify Tenant, in writing, of its determination of the Fair Market Rate and/or the resulting Base Rent for the applicable Renewal Term, determined in accordance with the formula provided in this Section 5.07 ("**Landlord's Determination of the Fair Market Rate**"). Tenant shall, within fifteen (15) days after receipt of Landlord's Determination of the Fair Market Rate, either accept or dispute Landlord's Determination of the Fair Market Rate and the resulting Base Rent for the Renewal Term. In the event that Tenant disputes Landlord's Determination of the Fair Market Rate, Tenant shall, within such fifteen (15) day period, so notify Landlord, in writing, of Tenant's dispute and advise Landlord of Tenant's determination of the Fair Market Rate and the resulting Base Rent for the Renewal Term, as determined in accordance with this Section 5.07. If Tenant does not either accept or dispute Landlord's Determination of the Fair Market Rate within such fifteen (15) day period, Tenant shall be deemed to have accepted the same. In the event that Landlord and Tenant shall agree upon the Base Rent for the Renewal Term, the same shall be confirmed in writing. In the event Tenant disputes Landlord's determination of the Fair Market Rate and the resulting Base Rent for the Renewal Term and forwards notice of the same to Landlord, within the fifteen (15) days after receipt of Landlord's Determination of Fair Market Rate, as set forth above, and Landlord, upon receipt and review of Tenant's determination, does not agree with Tenant's determination of the Fair Market Rate and the resulting Base Rent for the Renewal Term, Landlord and Tenant hereby agree to faithfully negotiate such matter in order to attempt to resolve the disagreement and reach a mutual agreement with respect to the determination of the Base Rent for the Renewal Term, for a period of thirty (30) days (the "**Negotiation Period**"), following Landlord's receipt of Tenant's notice of dispute of Landlord's determination, accompanied by Tenant's determination of the same.

In the event that Landlord and Tenant are unable to agree upon the Fair Market Rate and the resulting Base Rent for a Renewal Term, during the Negotiation Period, then the Fair Market Rate shall be determined by appraisal made as hereinafter provided, by a board of three (3) reputable independent commercial real estate brokers, each of whom shall have at least ten (10) years of experience in the rental market in the general market area, for comparable properties and each of whom is hereinafter referred to as an "**Appraiser**". Tenant and Landlord shall each appoint one such Appraiser and the two Appraisers so appointed shall appoint the third Appraiser. The cost and

expenses of each Appraiser appointed separately by Tenant and Landlord shall be borne by the party who appointed the Appraiser. The cost and expenses of the third Appraiser shall be shared equally by Tenant and Landlord. Landlord and Tenant shall appoint their respective Appraisers within fifteen (15) days after the expiration of Negotiation Period, and shall designate the Appraisers so appointed by notice to the other party. The two Appraisers so appointed and designated shall appoint the third Appraiser within fifteen (15) days after their appointment, and shall designate such Appraiser by notice to Landlord and Tenant. If the two Appraisers are unable to agree upon a third Appraiser within such fifteen (15) day period, the determination of the Fair Market Rate shall be subject to arbitration in a location mutually agreed upon between Landlord and Tenant in accordance with the rules of the American Arbitration Association with the cost of such arbitration to be shared equally between Landlord and Tenant. Each of the three Appraisers shall determine the Fair Market Rate of the space in question as of the commencement of the period to which the Fair Market Rate shall apply and shall notify Landlord and Tenant in writing of their determinations within thirty (30) days of their appointment. If the determinations of the Fair Market Rate of any two or all three of the Appraisers shall be identical in amount, said amount shall be deemed to be the Fair Market Rate of the Premises. If the determinations of all three Appraisers shall be different in amount, the average of the two values nearest in amount shall be deemed the Fair Market Rate. Notwithstanding the foregoing, if either party shall fail to appoint its Appraiser within the period specified above (such party referred to hereinafter as the “**failing party**”), the other party may serve notice on the failing party requiring the failing party to appoint its Appraiser within five (5) days of the giving of such notice and if the failing party shall not respond by appointment of its Appraiser within said five (5) day period, then the Appraiser appointed by the other party shall be the sole Appraiser hereunder. Tenant shall have the option, exercisable by written notice to Landlord within ten (10) days after determination of Fair Market Rate hereunder, to rescind its exercise of its Renewal Option under this Section 5.07, in which event this Lease shall expire at the end of the then current Lease Term. If Tenant does not timely deliver such notice of rescission, the determination of Fair Market Rate by the Appraisers hereunder shall be final and binding upon the parties. If this Renewal Option is exercised, the Lease Expiration Date shall mean the last day of the applicable Renewal Term.

Landlord and Tenant shall execute an amendment to this Lease within thirty (30) days after the determination of the Fair Market Rate and resulting Base Rent for the Renewal Term (including any steps thereto, which amendment shall set forth the Renewal Term, the Base Rent and all other agreed upon terms and conditions for the applicable Renewal Term.

15. **REQUIREMENTS OF LAW AND ENVIRONMENTAL COMPLIANCE**. For purposes of this Fourth Amendment, pursuant to the terms of Section 6.02 (REQUIREMENTS OF LAW AND ENVIRONMENTAL COMPLIANCE), Landlord hereby covenants to Tenant that Landlord has not received any written violation notice or complaint from any federal, state or local government body, on account of a claimed violation or violations of any Laws or Environmental Laws which Landlord is responsible for complying with under such Section 6.02 of the Lease, as such pertain to the Building, the Premises, the Common Area Facilities, or the Land, and to the best

of Landlord's knowledge, Landlord remains in compliance of its obligations under such Section 6.02. Tenant hereby covenants to Landlord, that to the best of its knowledge it has complied with its obligations, and representations and covenants set forth in such Sections 6.02 of the Lease and covenants to Landlord that Tenant has not received any written violation notice or complaint from any federal, state or local government body, on account of a claimed violation or violations of any Laws or Environmental Laws which Tenant is responsible for complying with under such Section 6.02 of the Lease.

16. **BROKERS.** Pursuant to the terms of Section 1.01(Q) and Section 10.07 (BROKER'S WARRANTY) of the Lease, Landlord and Tenant hereby represent and warrant that they have dealt with no real estate broker in connection with this Fourth Amendment other than Jones Lang LaSalle Americas, Inc. (the "**Broker**"), and that no other broker is entitled to any commission on account of this Fourth Amendment. For purposes of Section 1.01(Q), the name of the Broker for purposes of this Fourth Amendment shall be "Jones Lang LaSalle Americas, Inc." replacing in its entirety any other broker. The party who breaches this warranty shall defend, hold harmless and indemnify the other from any loss, cost, damage or expense, including reasonable attorney fees, arising from the breach. Landlord is solely responsible for paying the commission of said Broker in accordance with the terms of separate agreements by and between Landlord and Broker.

17. **BINDING EFFECT.** The terms of this Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. **RATIFICATION.** Except as expressly amended herein, all provisions, covenants and conditions of the Lease are hereby ratified, confirmed and incorporated herein in their entirety by this reference, and the Lease shall remain in full force and effect and the terms of this Fourth Amendment shall control over any conflicts between the terms of the Lease and the terms of this Fourth Amendment.

19. **AUTHORITY.** Each person executing this Fourth Amendment on behalf of Tenant and Landlord, respectively, hereby covenants, warrants and represents that the Tenant and Landlord named herein are duly qualified to do business in the state which the Building is located; that Tenant and Landlord have full right and authority to enter into this Fourth Amendment; that each person signing on behalf of Tenant and Landlord respectively are duly authorized to do so; and that no other signatures or approvals are necessary. Upon either party's request, Tenant or Landlord shall provide to the requesting party reasonably satisfactory evidence confirming the foregoing covenants, warranties and representations.

20. **MATERIAL RELATIONSHIP DISCLOSURE.** Owners of the Landlord entity are licensed real estate brokers in Colorado, Connecticut and Kentucky and are participating in this agreement as owners of the Landlord entity, but will not be receiving a broker's commission (A

material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment to another client.)

21. **EXHIBITS.** The following exhibits (the "**Exhibits**") were attached to this Fourth Amendment and made a part hereof prior to the execution of this Fourth Amendment:

Exhibit "G" Base Rent Schedule

(Remainder of page left intentionally blank.)

(Signatures follow on next page.)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fourth Amendment as of the day and year first above written.

WITNESSES:

Laura Behm

Kimberly Mitchell

La McLaughlin

Jennifer Casfield

LANDLORD:

ELMIRA EASTOWNE MALL, LLC

By *[Signature]*
Title: *MAU to Ghd*

TENANT:

THE TRAVELERS INDEMNITY
COMPANY

By *[Signature]*
Title JAMES A. SCANNELL
SENIOR VICE PRESIDENT

EXHIBIT "G"
BASE RENT SCHEDULE

Period	Rentable Area	Base Rental Rate *	Monthly Base Rent	Annual Base Rent
7/1/2009 - 6/30/2014	40,888 sq. ft.	\$13.95 *	\$47,532.30	\$570,387.60

- Base Rental Rate and the resulting Monthly Base Rent and Annual Base Rent will increase on an annual base, commencing as of the Second Lease Year (July 1, 2010) in accordance with the terms of Paragraph 5 (RENT) of this Fourth Amendment.