

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

ADDRESS OF PREMISES
Mark Twain Building
147 W GRAY STREET
ELMIRA, NY 14901-2104

TO LEASE NO. GS-02B-23786

THIS AGREEMENT, made and entered into this date by and between Mark Twain Properties, LLC

whose address is 147 W GRAY STREET
Elmira, New York 14901-3017

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 establish the date of beneficial occupancy of the Government leased space to begin payment of rent, adjust the rental amount to reflect the actual Tenant Improvement Allowance and establish the base year for real estate tax adjustments.

To accomplish this, paragraphs 9, 12, 13, 18 and 21 of the lease rider are hereby deleted in their entirety and replaced below:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2013, as follows:

9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2013 and continuing for (10) ten years through April 30, 2023, subject to the termination rights as stated in paragraph 10 of the lease rider.

Continued on Page 2

IN WITNESS WHEREOF, the parties subscribed their names as of the below date

FOR THE

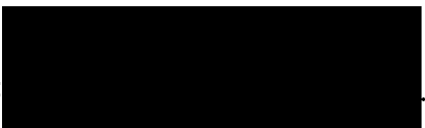
Signature:

Name:

Title:

Entity Name: Mark Twain Properties, LLC

Date:



John A. Travers

Manager

Mark Twain Properties, LLC

5/30/13

FOR THE G

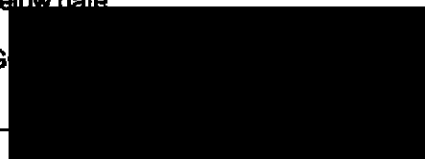
Signature:

Name:

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date:



Kevin Fahey

Lease Contracting Officer

GSA, Public Buildings Service

JUNE 11, 2013

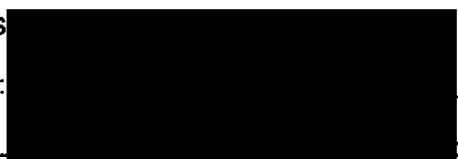
WITNESS

Signature:

Name:

Title:

Date:



5/30/13 Manager

5/30/13

12. In accordance with the SFO paragraph 3.2 entitled Tenant Improvements Included in Offer, Tenant improvements in the amount of \$107,356.50 or \$33.50 per ANSI BOMA Square feet (ABOA), \$30.43 per rentable square feet (RSF) shall be amortized over the firm term of the lease, (5) five years, at an interest rate of 5% per annum, \$7.59 per ABOA, \$6.89 per RSF, at which point the TIs will have been fully paid and will be reduced from the rent. The annual TI amount is \$24,311.40.

13. The Government shall pay the Lessor annual rental as follows:

For years 1 through 5 of the lease term, a total annual rental of \$21.40 per ABOA, \$19.44 per RSF for a total of \$68,578.08 per annum at the rate of \$5,714.84 per month in arrears as adjusted by operating costs escalations; provided, however, that the rent for the first (5) five months shall be reduced in accordance with paragraph 18 hereof.

For years 6 through 10 of the lease term a total annual rental of \$13.64 per ABOA, \$12.39 per RSF for a total of \$43,711.92 per annum at the rate of \$3,642.66 per month plus accrued annual adjustments for operating costs escalations.

18. Studley Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit").

The Commission Credit is [redacted]. The Commission Credit shall be applied in equal monthly amounts against the monthly shell rental payments over the minimum number of months that will not exceed the monthly shell rental payments. The monthly shell rental payments due and owing under this lease [redacted] shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

The monthly rent adjusted for the total GSA Commission Credit of [redacted].

First month's rental payment \$5,714.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted first month's rent.

Second month's rental \$5,714.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted second month's rent.

Third Month's rental payment \$5,714.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted third month's rent.

Fourth Month's rental payment \$5,714.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted fourth month's rent.

Fifth Month's rental payment \$5,714.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted fifth month's rent.

INITIALS: JT LESSOR [Signature] GOVT

21. The percentage of building occupancy by the Government per Paragraph 4.2 of the Lease is 8.82% and the real estate tax base year shall be 2014.

All other terms and conditions remain in full force and effect.

INITIALS: JT LESSOR 1037 GOVT