
AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY

AND

CENTRAL BUILDING, LLC

PAYMENT IN LIEU OF TAXES AGREEMENT

Dated as of January 1, 2000

THIS AGREEMENT, dated as of January 1, 2000, by and between the AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY, a public benefit corporation organized and existing under the laws of the State of New York, having an office at Memorial City Hall, Auburn, New York 13021 (the "Authority"), and CENTRAL BUILDING, LLC, a limited liability company organized and existing under the laws of the State of New York with its offices at 33 William Street, Auburn, New York 13021 (the "Company").

W I T N E S S E T H

WHEREAS, pursuant to Title 15 of Article 8 of the Public Authorities Law of the State of New York (the "State") as amended from time to time; as enacted into law by Chapter 915 of the Laws of 1969 of the State (the "Act") the Auburn Industrial Development Authority was created and empowered to, among other things, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, civic and research facilities and facilities for use by a federal agency or medical facility, among others, and thereby advancing the job opportunities, health, general prosperity and economic welfare of the people of the City of Auburn and improving their medical care and standard of living; and

WHEREAS, the Act further authorizes the Authority to lease its projects, to charge and collect rent therefore, for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and interest on any financing obtained with respect to its projects, to mortgage any or all of its facilities and to pledge the revenues and receipts therefrom to the payment of such financing; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Authority was created for the benefit of the City of Auburn and the inhabitants thereof; and

WHEREAS, the Authority proposes to acquire an interest in the Facility described below and lease the Facility to the Company pursuant to a certain sale/leaseback agreement dated as of January 1, 2000 by and between the Authority and the Company (the "Sale/Leaseback Agreement"); and

WHEREAS, the project (the "Project") shall consist of (A)(i) the acquisition of an existing three story, 70,000 square foot building (the "Building") located on approximately 2.36 acres of land on Garden Street in the City of Auburn, New York (the "Land"); (ii) renovation of the Building and construction of additional parking facilities and (iii) the installment therein of equipment for use as medical offices and related health care facilities (the "Equipment") (the Land, the Building and the Equipment shall be referred to herein as the "Facility") and (B) the financing of a portion of the costs of the foregoing; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York, the Authority is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, it has been proposed that the Authority become the owner of record of the Facility; and

WHEREAS, the Authority has expressed its reluctance to acquire the Facility and to enter into the Sale/Leaseback Agreement unless the Company shall agree to make payments in lieu of real property taxes with respect to the Facility; and

WHEREAS, the Company is desirous that the Authority acquire the Facility and enter into the Sale/Leaseback Agreement, and the Company is willing to enter into this Agreement in order to induce the Authority to acquire the Facility and enter into the Sale/Leaseback Agreement; and

NOW, THEREFORE, in consideration of the matters above recited and in order to induce the Authority to acquire the Facility and enter into the Sale/Leaseback Agreement, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

For all purposes of this payment in lieu of tax agreement ("PILOT Agreement") and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term, shall have the meanings specified in the Sale/Leaseback Agreement, except as herein otherwise expressly provided for or the context otherwise requires.

Section 1.2. Interpretation.

In this PILOT Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms used in this PILOT Agreement refer to this PILOT Agreement, and the term "heretofore" shall mean after the date of this PILOT Agreement; and

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(C) in this PILOT Agreement, any headings preceding the texts of the Articles and Sections shall be solely for convenience of reference and shall neither constitute a part of this PILOT Agreement nor affect its meaning, construction or effect.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by Company.

The Company does hereby represent and warrant as follows:

(a) Power: The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, and by proper action by its Managers and/or Members, as the case may be, has been duly authorized to execute, deliver and perform this Agreement.

(b) Authorization: The Company is authorized and has the power under the laws of the State of New York to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. The Company has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated. The Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by (and the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(c) Governmental Consent: No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Agreement by the Company or as a condition to the validity of this Agreement.

Section 2.02. Representations and Warranties by Authority.

The Authority does hereby represent and warrant as follows:

(a) Existence and Power: The Authority has been duly established under the provisions of the Act and has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Intentions: The Authority presently intends to acquire the Facility and to sell the Facility to the Company.

(c) Authorization: The Authority is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Agreement. By proper corporate action on the part of its members, the Authority has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated.

(d) Validity: The Authority is not prohibited from entering into this Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Authority is a party or by which the Authority is bound.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01. Tax-Exempt Status of Facility.

(a) Assessment of Facility: Pursuant to Section 2326 of the Public Authorities Law and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Facility by the Authority, and for so long thereafter as the Authority shall own the Facility, the Facility shall be assessed by the various taxing entities having jurisdiction over the Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities, being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Authority of title to the Facility. The Company shall, promptly following

acquisition by the Authority of title to the Facility, take such action as may be necessary to ensure that the Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Authority, and, for so long thereafter as the Authority shall own the Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Facility shall not be entitled to such exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Authority becomes the owner of record of the Facility. Pursuant to the provisions of the Sale/Leaseback Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities.

(b) Special Assessments: The parties hereto understand that the tax exemption extended to the Authority by Section 2326 of the Public Authorities Law and Section 412-a of the Real Property Tax Law does not entitle the Authority to exemption from special assessments and special ad valorem levies. Pursuant to the Sale/Leaseback Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Facility.

Section 3.02. Payments in Lieu of Taxes.

(a) Agreement to Make Payments: The Company agrees that it shall make periodic payments in lieu of property taxes in the following amounts and on the following dates to the Authority:

<u>Year</u>	<u>Payment</u>
July 1, 2000	\$ 4,864
July 1, 2001	4,864
July 1, 2002	4,864
July 1, 2003	8,186
July 1, 2004	16,371
July 1, 2005	25,048
July 1, 2006	33,397

<u>Year</u>	<u>Payment</u>
July 1, 2007	42,582
July 1, 2008	51,098
July 1, 2009	60,807
July 1, 2010	60,807
July 1, 2011	60,807
July 1, 2012	60,807
July 1, 2013	60,807
July 1, 2014	60,807

(b) Additional Amounts in Lieu of Taxes: Commencing on the first tax year following the date on which any structural addition shall be made to the Facility or any additional building shall be contracted on the real property described on Exhibit "A" annexed hereto (such structural additions and additional buildings being hereinafter referred to as "Additional Facilities"), the Company agrees to make additional annual payments in lieu of property taxes (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Authority with respect to such Additional Facilities, such Additional Payments to be computed by multiplying (x) the value for assessment purposes of such Additional Facilities as determined by the appropriate officer or officers of the Taxing Entities responsible for assessing properties by (y) the tax rate or rates that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Authority, and (z) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company if such Additional Facilities were owned by the Company and not the Authority.

(c) Statements: The Authority agrees to submit to the Company periodic statements specifying the amount and due date or dates of the payments due hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed. Each such statement shall coincide with the tax bills set by the Taxing Entities and shall be for that portion of the PILOT Agreement payment due in that year as apportioned to the taxes otherwise payable to each such entity.

(d) Time of Payments: The Company agrees to pay the amounts due hereunder in any calendar year to the Authority within thirty (30) days of the date noted in (a) above. The Company shall be entitled to receive receipts for such payments.

(e) Method of Payment: All payments by the Company hereunder shall be paid to the Authority in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 3.03. Credit for Taxes Paid.

(a) General: The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 3.02 of this Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Sale/Leaseback Agreement. It is understood and agreed, however, that should the Company pay in any calendar year to the Taxing Entities any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or in the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (i) sales and use taxes and (ii) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including, but not limited to water, solid waste, sewage treatment or sewer or other rents, rates and charges), then the Company's obligation to make payments in lieu of property taxes for such calendar year to the Authority hereunder shall be reduced by the amounts which the Company shall have so paid in such calendar year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to the Authority or as to any payment in lieu of property taxes due to the Authority in any other calendar year.

(b) Method of Claiming Credit: If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the Authority prior written notice of its intention to claim any credit pursuant to the provisions of this Section 3.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 3.02 hereof.

Section 3.04. Interest.

If the Company shall fail to make any payment required by this Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with interest thereon, to the extent permitted by law, at the rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.

Section 3.05. Company to Furnish Leases.

The Company agrees to furnish the commissioner of assessments of each Taxing Entity an annual report, certified by the Company, and if requested by each Taxing Entity, certified to each Taxing Entity by certified public accountants, of the area leased in the premises and to furnish copies of each and every lease within 10 days of the execution of said lease.

Section 3.06. Medicaid and Medicare Patients.

The Company agrees that it will include a provision in each lease of office space within the Facility requiring all lessees to provide medical services to Medicaid and Medicare patients at established Medicaid and Medicare rates during the term of this Agreement. The Company agrees to enforce any breach of the covenant required by this section. If the Company fails to enforce such covenant, the Authority, or its designated representative, may enforce it in its own name or in the name of or behalf of the Company.

Section 3.07. Sale or Transfer of Facility.

The Company may sell, lease, or otherwise transfer the Facility or any part thereof or permit a transfer of more than 49% of the total units of membership interest of the Company which may be issued and outstanding at any time to other than the present members only with the prior written consent of the Bank and the Authority which consent shall not be unreasonably withheld, provided that the transferee assumes all of the Company's covenants, stipulations, promises, agreements and obligations contained in this Agreement.

ARTICLE IV

ADMINISTRATIVE FEE; LIMITED OBLIGATION OF THE AUTHORITY

Section 4.01. Administrative Fee.

On or before March 1, 2000, the Company agrees to pay to the Authority the amount of \$17,750.00 to offset the indirect expenses incurred by the Authority in administering the Facility and for the other corporate purposes of the Authority.

Section 4.02. No Recourse; Limited Obligation of the Authority.

(a) No Recourse: All covenants, stipulations, promises, agreements and obligations of the Authority contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not

of any member, officer, agent (other than the Company), servant or employee of the Authority in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Agreement, or otherwise based or in respect of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Authority or any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Authority, either directly or through the Authority or any successor public benefit corporation or political subdivision or any person so executing this Agreement. It is expressly understood that this Agreement is a corporate obligation, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by any such member, officer, agent (other than the Company), servant or employee of the Authority or of any successor public benefit corporation or political subdivision or any person so executing this Agreement under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(b) Limited Obligation: The obligations and agreements of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the City of Auburn, New York, and neither the State of New York nor the City of Auburn, New York shall be liable thereon, and further such obligations and agreements shall not constitute or give rise to a general obligation of the Authority, but rather shall constitute limited obligations of the Authority payable solely from the revenues of the Authority derived and to be derived from the lease, sale or other disposition of the Facility.

(c) Further Limitation: Notwithstanding any provision of this Agreement to the contrary, the Authority shall not be obligated to take any action pursuant to any provision hereof unless (i) the Authority shall have been requested to do so in writing by the Company and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Authority (or any of its members, officers, agents (other than the Company), servants or employees) of any liability, fees, expenses or other costs, the Authority shall have received from the Company security or indemnity satisfactory to the Authority for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

Section 4.03. Agreement to Pay Proportionate Share.

The Authority covenants and agrees that it shall make payment to each of the respective Taxing Entities its pro rata share of the payments received from the Company pursuant to Section 2.02 hereunder and the same proportion to the amount of real property tax and other taxes which would have been received by each such taxing entity had the Facility not been tax exempt due to the status of the Authority.

ARTICLE V
EVENTS OF DEFAULT

Section 5.01. Events of Default.

Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure of the Company to pay any amount due and payable by it pursuant to this Agreement and continuance of said failure for a period of thirty (30) days after written notice to the Company stating that such payment is due and payable;
- (b) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed, other than as referred to in paragraph (a) above, and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; and
- (c) Any warranty, representation or other statement by or on behalf of the Company contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement.

Section 5.02. Remedies on Default.

Whenever any Event of Default shall have occurred with respect to this Agreement, the Authority, with the consent of the Bank, may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement.

Section 5.03. Recording of Deed and Other Documents.

Whenever any Event of Default shall have occurred with respect to this Agreement, the Authority (or if such Event of Default concerns a payment required to be made hereunder to the Authority, then with respect to such Event of Default the Authority) may upon sixty (60) days notice to the Company, record a deed and any other documents necessary in the appropriate county clerk's office, conveying the premises to the Company. The Company hereby appoints the Authority as its attorney in fact to execute and deliver all documents necessary for such conveyance, and recording thereof in the county clerk's office shall constitute delivery thereof so long as notice thereof, including a copy with notice of recording, is sent to the Company.

Section 5.04. Payment of Attorney's Fees and Expenses.

If the Company should default in performing any of its obligations, covenants and agreements under this Agreement and the Authority should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefore, pay to the Authority the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

Section 5.05. Remedies; Waiver and Notice.

(a) No Remedy Exclusive: No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay: No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required: In order to entitle the Authority to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement.

(d) No Waiver: In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver,

amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

ARTICLE VI MISCELLANEOUS

Section 6.01. Term of Agreement.

(a) General: This Agreement shall become effective and the obligations of the Company shall commence on the execution hereof and unless earlier terminated, shall terminate, and the Property returned to the tax rolls (whether or not the Property is actually conveyed to the Company) on the day preceding the taxable status date in the year 2015.

(b) Extended Term: In the event that (i) the Sale/Leaseback Agreement shall terminate, expire or otherwise lose its effect, (ii) on the date of such occurrence the Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (iii) such occurrence shall not immediately obligate the Company to make pro-rata tax payments pursuant to subsection 3 of Section 302 of the Real Property Tax Law, this Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Authority pursuant to Section 3.02 hereof until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Facility, as the legal owner of record of the Facility.

Section 6.02. Company Acts.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

Section 6.03. Amendment of Agreement.

This Agreement may not be effectively amended, changed, modified, altered or terminated unless such amendment, change, modification, alteration or termination is in writing and, in the case of any amendment, change, modification or alteration of this Agreement, unless the Company and its successors and assigns shall assume in writing the obligations of such amended, changed, modified or altered Agreement.

Section 6.04. Notices.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Authority and the Company, as the case may be, addressed as follows:

(a) To the Authority:

Auburn Industrial Development Authority
Memorial City Hall
Auburn, New York 13021
Attention: James E. Hutchinson, Chairman

with a copy to:

Hancock & Estabrook, LLP
1500 MONY Tower I
P.O. Box 4976
Syracuse, New York 13221-4976
Attention: Richard W. Cook, Esq.

(b) To the Company:

Central Building, LLC
33 William Street
Auburn, New York 13021
Attention: Dieter H. Eppel, President

with copy to:

Contiguglia and Giacona
7 William Street
Auburn, New York 13021
Attention: Louis P. Contiguglia, Esq.

provided, that the Authority and the Company may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Section 6.05. Binding Effect.

This Agreement shall inure to the benefit of, and shall be binding upon, the Authority, the Company and their respective successors and assigns. The provisions of this Agreement are intended to be for the benefit of the Authority and the Taxing Entities.

Section 6.06. Severability.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 6.07. Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 6.09. Entire Agreement.

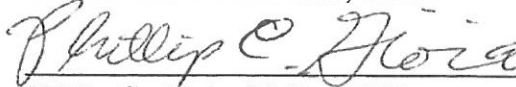
This Agreement is intended to constitute the entire Agreement and to supersede all prior agreements, whether oral or written, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Authority and the Company have caused this Agreement to be executed in their respective names, all being done the date first above written.

AUBURN INDUSTRIAL
DEVELOPMENT AUTHORITY
By: 
James E. Hutchinson, Chairman

CENTRAL BUILDING, LLC

By:



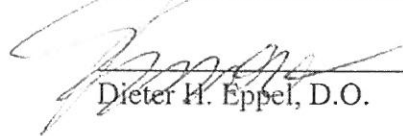
Phillip C. Gioia, M.D., MPH



Robert M. Kalet, D.O., MPH



Thomas D. Minicucci, MBA



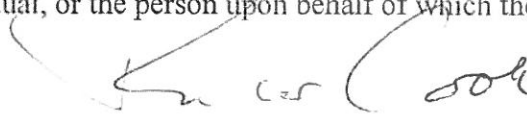
Dieter H. Eppel, D.O.

Managing Partners

STATE OF NEW YORK
COUNTY OF CAYUGA

)
) SS:

On the 25th day of January, 2000, before me, the undersigned, a notary public in and for said state, personally appeared James E. Hutchinson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

STATE OF NEW YORK
COUNTY OF CAYUGA

)
) SS:

RICHARD W. COOK
Notary Public, State of New York
Qualified in Onon. Co. No. 4624927
My Commission Expires 12/31/00

On the 25th day of January, 2000, before me, the undersigned, a notary public in and for said state, personally appeared Phillip C. Gioia, Robert M. Kalet, Thomas D. Minicucci and Dieter H. Eppel, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public

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Exhibit "A" - Land

PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, and being part of Parcel 1 and depicted as "Parcel To Be Conveyed" (0.256 +/- acres) on Map of Survey of Proposed Health Central Medical Facility, prepared by George D. Ryan, Jr., L.S., dated November 2, 1999 and filed in Cayuga County Clerk's Office as Map 99-242, and being more particularly described as follows:

BEGINNING at a point in the northerly line of Parcel No. 2 of the aforementioned filed map, said point being located easterly along the northerly line of Parcel No. 2, a distance of 104.03 feet from the northwest corner of Parcel No. 2; thence at an exterior angle of 90° along the most westerly line of Parcel No. 1 of the aforementioned filed map, a distance of 40 feet to a point; thence at an interior angle of 90° a distance of 279.00 feet to a point; thence at an interior angle of 90° a distance of 40.00 feet to a point, said point being located in the northerly line of Parcel No. 2 of the aforementioned filed map; thence at an interior angle of 90° westerly along the southerly line of Parcel No. 1 of the aforementioned filed map and the northerly line of Parcel No. 2 of said filed map, a distance of 279 feet to the point and place of beginning, containing 0.256 acres of land, more or less.

SUBJECT TO easements, right-of-ways and/or restrictions of record, if any, which may affect this property.

TOGETHER WITH and SUBJECT TO the right of agents, employees and patrons of Servus Hotel Group, Inc. and Central Building, LLC, their successors and assigns, for vehicular parking in the premises herein conveyed (0.256+- acres), which will not inconvenience the operations of Central Building, LLC.

TOGETHER WITH and SUBJECT TO the right of agents, employees and patrons of Servus Hotel Group, Inc. and Central Building, LLC, their successors and assigns, for vehicular parking in their parking areas to be used for overflow parking required by Servus Hotel Group, Inc. and Central Building, LLC, their successors and assigns, which will not inconvenience either of their operations.

TOGETHER WITH and SUBJECT TO 25-foot wide easements, as shown on said survey map, for vehicular and pedestrian access along Chapel Street and its westerly extension to two points in the northerly boundary of the premises herein conveyed, which access easements are subject to relocation to areas equally suitable to Central Building, LLC, its successors and assigns, should need arise for development of the easement site by Servus Hotel Group, Inc., its successors and assigns.

BEING the same premises conveyed to the Grantor herein by deed from Servus Hotel Group, Inc. dated November 1, 1999 and recorded in the Cayuga County Clerk's Office on November 4, 1999 in Book 1017 of Deeds at page 93.

Exhibit "A" - Land (Continued)

PARCEL 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, and being Parcel No. 2 as depicted on Map of Survey of Proposed Health Central Medical Facility, prepared by George D. Ryan, Jr., L.S., dated November 2, 1999 and filed in Cayuga County Clerk's Office as Map 99-242, and being more particularly described as follows:

BEGINNING at a point in the northerly line of the East-West Arterial at its intersection with the northerly line of Garden Street; thence at an interior angle of $153^{\circ} 58'$ northwesterly along the northerly line of Garden Street, a distance of 419.36 feet to a point, said point being the southwesterly corner of Parcel No. 2 of the aforementioned filed map; thence at an interior angle of $109^{\circ} 57'$, a distance of 131.68 feet to a point, said point being the northwesterly corner of Parcel No. 2 of the aforementioned filed map; thence at an interior angle of 90° , a distance of 438.03 feet to a point, said point being the northeasterly corner of Parcel No. 2 of the aforementioned filed map; thence at an interior angle of 90° , a distance of 270.10 feet to a point in the northerly line of the East-West Arterial, said point being the most southeasterly corner of Parcel No. 2 of the aforementioned filed map; thence at an interior angle of $96^{\circ} 05'$, along the northerly line of the East-West Arterial, a distance of 44.08 feet to the point and place of beginning, containing 2.113 acres of land, more or less.

SUBJECT TO easements, right-of-ways and/or restrictions of record, if any, which may affect this property.

TOGETHER WITH and SUBJECT TO an easement over Travia Drive and extension thereto, as depicted on said survey map for access to and from Garden Street.

BEING the same premises conveyed to the Grantor herein by deed from Bapop Holdings, Inc. dated November 1, 1999 and recorded in the Cayuga County Clerk's Office on November 4, 1999 in Book 1017 of Deeds at page 91.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

**FIRST AMENDMENT
TO THE
PAYMENT IN LIEU OF TAXES
AGREEMENT BY AND BETWEEN
AUBURN INDUSTRIAL DEVELOPMENT AGENCY
AND
CENTRAL BUILDING, LLC
DATED JANUARY 1, 2000
("PILOT AGREEMENT")**

This First Amendment to the PILOT Agreement (the "**First Amendment**"), is dated as of the 1st day of July, 2009, by and between **AUBURN INDUSTRIAL DEVELOPMENT AGENCY** (the "**Authority**") and **CENTRAL BUILDING, LLC** (the "**Company**"), collectively the "**Parties**."

- AMENDMENT

1. Section 3.02 of the PILOT Agreement is amended by deleting the schedule of payments beginning with the year July 1, 2009 and substituting the following schedule of payments in its place:

<u><i>Year</i></u>	<u><i>Payment</i></u>
July 1, 2009	\$40,000
July 1, 2010	40,000
July 1, 2011	40,000
July 1, 2012	40,000
July 1, 2013	40,000
July 1, 2014	40,000
July 1, 2015	45,000
July 1, 2016	45,000
July 1, 2017	45,000
July 1, 2018	45,000
July 1, 2019	45,000

2. Article IV is amended by the addition of the following Section 4.04:

Section 4.04. Non-Assignment.

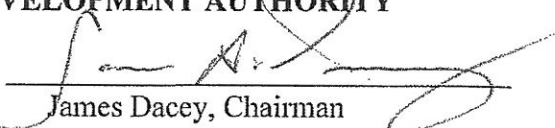
No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed; provided, however, Company may assign this Agreement to an affiliate of Company without the consent of the Authority. The Company shall continue to be liable for obligations hereunder notwithstanding such assignment.

3. Section 6.01 of the PILOT Agreement is amended to delete the words "on the day preceding the taxable status date in the year 2015" in paragraph (a) of Section 6.01 and replace them with the words "on the day preceding the taxable status date in the year 2020."

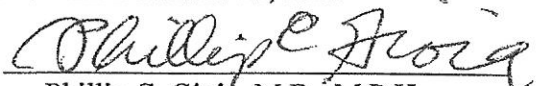
4. By executing this First Amendment, the parties agree to be bound by the terms and conditions herein and reaffirm the continuing effect, enforceability and validity of the PILOT Agreement as modified by this First Amendment.

IN WITNESS WHEREOF, the Authority and the Company have caused this First Amendment to be executed in their respective names, all being done the date first above written.

**AUBURN INDUSTRIAL
DEVELOPMENT AUTHORITY**

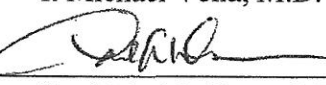
By: 
James Dacey, Chairman

CENTRAL BUILDING, LLC

By: 
Phillip C. Gioia, M.D., M.P.H.

By: 
Thomas D. Minicucci, M.B.A.

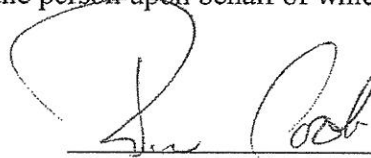
By: 
I. Michael Vella, M.D.

By: 
David A. McClune, P.T., D.P.T.

Managing Partners

STATE OF NEW YORK)
COUNTY OF CAYUGA) SS:

On the 29 of June, 2009, before me, the undersigned, a notary public in and for said state, personally appeared James Dacey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

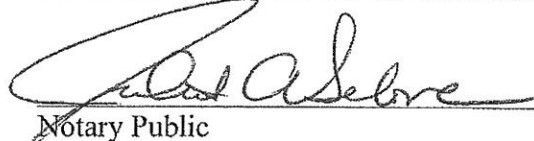


Notary Public

STATE OF NEW YORK)
COUNTY OF CAYUGA) SS:

RICHARD W. COOK
Notary Public, State of New York
Qualified in Onon. Co. No. 4824927
My Commission Expires 12/31/2010

On the 29 of June, 2009, before me, the undersigned, a notary public in and for said state, personally appeared Phillip C. Gioia, Thomas D. Minicucci, I. Michael Vella and David A. McCune, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public

JUDITH A. SELOVER
Notary Public, State of New York
Qualified in Cayuga Co. No. 01SE4520219
My Commission Expires May 31, 2010