

**GENERAL CERTIFICATE
OF
CENTRAL BUILDING, LLC**

This certification is made in connection with the execution by **CENTRAL BUILDING, LLC** (the "**Company**") and **AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY** (the "**Authority**") of a First Amendment dated as of July 1, 2009 (the "**First Amendment**") to a certain payment-in-lieu of tax agreement dated as of January 1, 2000 (the "**PILOT Agreement**") by and between the Company and the Authority.

DEFINITIONS: Any capitalized words and terms not otherwise defined herein shall have the meaning set forth in a certain sale/leaseback agreement dated as of January 1, 2000 (the "**Sale/Leaseback Agreement**") by and between the Company and the Authority.

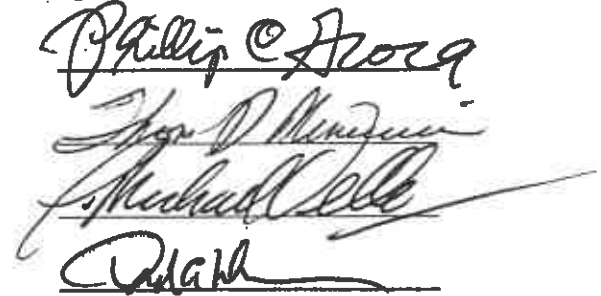
THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE COMPANY HEREBY CERTIFY THAT:

1. 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 own its properties, to conduct its business, to enter into the First Amendment to which it is a party and to carry out the Company's obligations thereunder.

2. The following named persons are managing members of the Company and are on and as of the date of this certificate, duly authorized to execute, acknowledge and deliver the First Amendment to which the Company is a party and the specimen signature beside the name of each such person, is a genuine signature of such person:

| <u>Name</u> | <u>Title</u> |
|---------------------|------------------|
| Phillip C. Goia | Managing Partner |
| Thomas D. Minicucci | Managing Partner |
| I. Michael Vella | Managing Partner |
| David A. McCune | Managing Partner |

Specimen Signature



3. The execution, delivery and performance by the Company of the First Amendment to which it is a party has been duly authorized by all necessary action of the Company; the First Amendment to which the Company is a party, is in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the First Amendment has been repealed, revoked or rescinded.

4. The execution, delivery and performance by the Company of the First Amendment to which it is a party, the consummation of the transactions therein contemplated and compliance with the provisions of each, including but not limited to payment of all administrative, legal and disbursement fees incurred by the Authority with respect to the First Amendment, do not and will not (i) violate the Company's Articles of Organization or Operating Agreement, or (ii) require consent under (which has not heretofore been received), or result in a breach or default of any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty, agreement or any other instrument to which the Company is a party or by which the Company may be bound or affected or (iii) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the Company or any of the properties of the Company.

5. The Company has duly authorized the taking of and has taken any and all action necessary to carry out and give effect to the transactions contemplated to be performed on the Company's part by the First Amendment, including but not limited to payment of all administrative, legal and disbursement fees incurred by the Authority with respect to the First Amendment.

6. There is neither any action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, or to the best of the knowledge of the undersigned, threatened against or affecting the Company, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or the enforceability of the First Amendment to which the Company is a party, or which would materially adversely affect the business, prospects, properties or condition of the Company.

IN WITNESS WHEREOF, the undersigned have executed this General Certificate on this 29 day of June, 2009, as the managing members of the Company.

CENTRAL BUILDING, LLC

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

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

By: Michael Vella
Michael Vella, M.D.

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

Managing Partners

**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

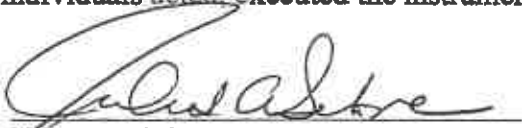
STATE OF NEW YORK)
COUNTY OF CAYUGA) SS:

On the ___ of _____, 2009, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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:

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