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AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY

AND

CENTRAL BUILDING, LLC

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**AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT**

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Dated as of June 1, 2017

**Affected Tax Jurisdictions:**  
**County of Cayuga**  
**City of Auburn**  
**Auburn City School District**

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**THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT** (the "**Agreement**") is made effective as of the 1<sup>st</sup> day of June, 2017, by and between the **AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 2 State Street, Auburn, New York 13021 (the "**Authority**") and **CENTRAL BUILDING, LLC**, a New York limited liability company with offices at 37 West Garden Street, Auburn, New York, 13021(the "**Company**").

**RECITALS:**

**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 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

**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 has undertaken a certain project for the benefit of the Company (the "**Project**") consisting 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**" and together with the Land and the Building, the "**Facility**") and (B) the financing of a portion of the costs of the foregoing; and

**WHEREAS**, the Company as requested the Authority's assistance with a certain modification to the Project (the "**Expansion Project**") consisting of: (i) the renovation and buildout of an additional 10,000 feet of leasable area at the Building (the "**Tenant Improvements**"); and (ii) the installment therein of equipment for use as medical offices and health care facilities (the "**Expansion Equipment**" and, together with the Tenant Improvements, the "**Expansion Facility**"); and

**WHEREAS**, in connection with the Project, the Authority and the Company entered into a certain Payment in Lieu of Taxes Agreement dated as of January 1, 2000 (the "**Original PILOT Agreement**"); and

**WHEREAS**, the parties amended the Original PILOT Agreement pursuant to a certain First Amendment to Payment in Lieu of Taxes Agreement dated as of July 1, 2009 (the "**First Amendment**") and, together with the Original PILOT Agreement, the "**Existing PILOT Agreement**"; and

**WHEREAS**, the Company has requested the Authority to amend and restate the Existing PILOT Agreement to provide for payments in lieu of taxes with respect to the Project Facility equal to a fixed assessment multiplied by the then-current tax rate; and

**WHEREAS**, under the present provisions of the Act and Section 412-a of the Real Property Tax Law (the "**RPTL**") of the State of New York, the Authority is exempt from the payment of taxes imposed upon real property and improvements owned by it, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

**WHEREAS**, the Authority and the Company deem it necessary and proper to amend and restate the term of the Existing PILOT Agreement pursuant to this Agreement to make provision for payments in lieu of taxes by the Company to the Authority for the benefit of the County of Cayuga (the "**County**"), City of Auburn (the "**City**"), and the Auburn City School District (the "**School**" and collectively with the County and the City, the "**Affected Tax Jurisdictions**").

**NOW, THEREFORE**, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

## ARTICLE I

### REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of the Company. The Company does hereby represent and warrant as follows:

(a) The Company is a corporation duly organized and validly existing under the laws of the State and by proper action of its members and managers, has been duly authorized to execute, deliver and perform this Agreement.

(b) The Company is authorized and has the organizational power 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 in any material respect conflict with or violate or constitute a material 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 any material respect 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, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditors' rights generally, or by general principles of equity.

(c) 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.

1.2 Representations and Warranties of the Authority. The Authority does hereby represent and warrant as follows:

(a) 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) The Authority presently intends to acquire a leasehold interest in the Project Facility and to lease the Project Facility back to the Company.

(c) 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) 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 II

### COVENANTS AND AGREEMENTS

## 2.1 Tax Exempt Status of Project Facility.

(a) Pursuant to Section 2326 of the Public Authorities Law and Section 412-a of the RPTL, the parties hereto understand that for so long as the Authority shall hold a leasehold in the Project Facility, the Project Facility shall be assessed by the Affected Tax Jurisdictions as exempt upon the first available assessment rolls of the Affected Tax Jurisdictions prepared subsequent to the date of this PILOT Agreement. The Company has taken such action as may be necessary to ensure that the Project Facility shall continue to be assessed as exempt upon the assessment rolls of the Affected Tax Jurisdictions, and, for so long thereafter as the Authority shall hold a leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Affected Tax Jurisdiction.

(b) 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 RPTL does not entitle the Authority to exemption from special assessments, special district charges, special ad valorem levies (including, but not limited to, fire district charges, pure water charges and sewer charges). Pursuant to the Leaseback Agreement, the Company will be required to pay all such charges and assessments lawfully levied and/or assessed against the Project Facility.

2.2 Agreement to Make Payments. After the PILOT Effective Date and for the remaining term of the Lease Agreement, the Company agrees to pay to the Authority, as a payment in lieu of taxes, the amounts hereinafter provided.

2.3 Amount of Payments in Lieu of Taxes. Unless otherwise stated, the Company's agreed upon annual payment in lieu of tax hereunder shall be an amount determined by reference to Exhibit "A", attached hereto and made a part hereof. The payments in lieu of tax due, as set forth in Exhibit "A", include any real property tax exemptions that might be afforded to the Company if the Project Facility were owned by the Company and not the Authority.

## 2.4 Valuation of Future Additions to the Project Facility.

(a) If there shall be a future addition to the Project Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the Authority of such future addition ("**Future Addition(s)**"). The notice to the Authority shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Authority may thereafter request. Upon the Authority's receipt of the notice, the parties hereto shall use their best efforts to agree upon additional payments in lieu of tax for such Future Additions ("**Additional Payments**") and shall amend this Agreement to provide for such Additional Payments.

(b) If the parties are unable to agree on such Additional Payments, the value of the Future Additions for purposes of determining the amount of real property taxes owed by the Company shall be determined by the Assessor. The Assessor shall establish the Assessed Value of the Future Additions. The Company shall be entitled to prompt written notice of the initial establishment of such Assessed Value for the Future Additions.

(c) Commencing on the first tax year following the date on which any Future Additions shall be completed, the Company agrees to make Additional Payments to the Authority with respect to such Future Additions, such Additional Payments to be computed by multiplying (x) the Assessed Value of such Future Additions determined pursuant to subsection (b) above by (y) the tax rate or rates that would be applicable to such Future Additions if the Authority did not hold a leasehold interest in the Future Additions, and (z) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company if the Authority did not hold a leasehold interest in such Future Additions.

(d) If the Company shall disagree with the determination of Assessed Value for any Future Additions, the Company shall have such rights, remedies and recourses available to it as would lawfully be available to the Company if the Authority did not hold a leasehold interest in the Project Facility and therefore not exempt upon the assessment rolls of the Affected Tax Jurisdictions. If a lesser Assessed Value is determined by a court of competent jurisdiction and the Additional Payment is thereby reduced, any excess payment shall be refunded to the Company or, in the Authority's sole discretion, such excess payment shall be applied as a credit against the next succeeding Additional Payment.

2.5 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 Affected Tax Jurisdictions and shall be for that portion of the payment due in that year as apportioned to the taxes otherwise payable to each such entity as set forth in Section 2.7 below.

2.6 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.

2.7 Agreement to Pay Proportionate Share. The Authority covenants and agrees that it shall make payment to each of the Affected Tax Jurisdictions its pro rata share of the payments received from the Company pursuant to Section 2.2 hereof in the same proportion to the amount of real property tax and other taxes which would have been received by each Affected Tax Jurisdiction had the Project Facility not been exempt due to the status of the Authority.

2.8 Term. The tax benefits provided for herein shall expire on the earlier of (a) December 31, 2029; or (b) the early termination of this Agreement due to default or otherwise. In no event shall the Company be entitled to receive tax benefits relative to the Project Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. During the term of this Agreement, the Company agrees that it will not seek any tax exemption for the Project Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485 of the RPTL. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon

and enforce the above waiver to the same extent as if they were signatories hereto. In no event shall the Company be required to pay taxes and payments required by this Agreement for the same period.

2.9 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.

2.10 Company to Furnish Subleases. The Company agrees to furnish the commissioner of assessments of each Affected Tax Jurisdiction an annual report, certified by the Company, and if requested by each Affected Tax Jurisdiction, certified to each Affected Tax Jurisdiction by certified public accountants, of the area subleased in the Project Facility and to furnish copies of each and every sublease within ten (10) days of the execution of said sublease.

2.11 Changes in Law. To the extent the Project Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

2.12 Credit for Taxes Paid.

(a) It is understood and agreed that should the Company pay in any calendar year to the Affected Tax Jurisdictions 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 Project 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 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 taxes due to the Authority or as to any payment in lieu of taxes due to the Authority in any other calendar year.

(b) 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 2.13, 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 2.2 hereof.

2.13 Payment in Last Year of PILOT. In light of the inability for the Affected Tax Jurisdictions to grant to the Company a credit against tax bills for partial year tax liability under Sections 520 and 533 of the New York State Real Property Tax Law, the obligation of the Company to make payments under this PILOT Agreement will be modified in the last scheduled

year of the PILOT or in the last year of the PILOT pursuant to an early termination notice sent by the Company to the Agency pursuant to the terms and conditions of the Sale/Leaseback Agreement (in either case, the “**Final PILOT Year**”). The Company’s payments as required under this PILOT Agreement will be proportionately reduced for the Final PILOT Year so that the amount of the payment made under this PILOT Agreement is directly proportionate to the portion of tax year of each of the Affected Tax Jurisdictions during which this PILOT Agreement is in effect. For sake of clarity and to avoid any confusion, the Authority shall calculate the PILOT payment under this PILOT Agreement such that the Company has no obligation to make a payment for that portion of the tax year of any Affected Tax Jurisdiction that occurs after the termination of this PILOT Agreement.

ARTICLE III

TRANSFER OF THE PROJECT FACILITY

3.1 Transfer to Company. In the event that the Project Facility is transferred from the Authority to the Company (the Lease Agreement is terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Article II herein, or this Agreement terminates and the Project Facility is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Project Facility if the Project Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

3.2 Change in Control. The Company may sell, sublease, or otherwise transfer the Project Facility or any part thereof or permit a transfer of more than 49% of the total ownership interest in the Company only with the prior written consent of 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.

3.3 Recapture. The Company shall be required to repay a portion of the total benefits received from the Authority, prorated in accordance with the Authority's Uniform Tax Exemption Policy, upon the occurrence of any of the following events during the term of this Agreement: (a) complete liquidation of the Company's business operations; (b) transfer of a substantial number of jobs outside the City of Auburn; (c) sublease of the Project Facility in violation of the Sale/Leaseback Agreement; or (d) an unauthorized sale, disposition, transfer or change in control with respect to the Project Facility or the Company.

ARTICLE IV

EVENTS OF DEFAULT

4.1 Events of Default. Any one or more of the following events shall constitute "**Events of Default**" hereunder: (a) failure of the Company to pay any amount due and payable by



it pursuant to this Agreement; (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 Section 2.11 herein, 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; (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; (d) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods; and (e) failure of the Company to observe or maintain the material obligations set forth in the Agent Agreement. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Authority and/or the Affected Tax Jurisdictions may have at law or in equity, the Authority and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Authority with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default.

4.2 Remedies upon Default. Whenever any Event of Default shall have occurred with respect to this Agreement, the Authority 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. Whenever a Default under section 4.1(e) shall have occurred, and be continuing beyond any applicable cure period, the Authority at its discretion may impose penalties and sanctions upon the Company in accordance with the terms of its Uniform Tax Exemption Policy in effect as of the date hereof, these penalties and sanctions may include but are not limited to, the termination of the PILOT Agreement and the recapture of all or part of the benefits received by the Company through and as a result of this PILOT Agreement.

4.3 Recording of Documents. Whenever any Event of Default shall have occurred with respect to this Agreement, the Authority may upon sixty (60) days notice to the Company, record any documents necessary in the appropriate county clerk's office, conveying the premises to the Company and/or terminating the Lease Agreement. The Company hereby appoints the Authority as its attorney in fact to execute and deliver all documents necessary for such conveyance and/or termination, 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.

4.4 Payment of Attorneys' 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.

4.5 Cumulative Remedies; Waiver and Notice.

(a) 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) 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) 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) 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 V

MISCELLANEOUS

5.1 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. The Company shall continue to be liable for obligations hereunder notwithstanding such assignment.

5.2 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

5.3 Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Authority: Auburn Industrial Development Authority  
2 State Street  
Auburn, New York 13021  
Attn: Chairman

With a Copy to: Hancock Estabrook, LLP  
1500 AXA Tower I  
100 Madison Street  
Syracuse, New York 13202

Attn.: Robert D. Poyer, Esq.

To the Company: Central Building, LLC  
33 William Street  
Auburn, New York  
Attn.: Thomas Minicucci, Managing Partner

With a Copy to:

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

5.4 Governing Law; Jurisdiction. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Cayuga County, New York.

5.5 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, 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, 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.

5.6 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 Project Facility.

5.7 Limitation on Authority Action. 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.

5.8 Amendment. 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.

5.9 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 Affected Tax Jurisdictions.

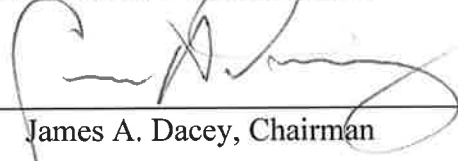
5.10 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, 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.

5.11 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.

***[Signature page follows]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AUBURN INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By:   
James A. Dacey, Chairman

**CENTRAL BUILDING, LLC**

By:   
Thomas Minicucci, Managing Partner

**EXHIBIT "A"**

2017	\$45,000
2018	\$45,000
2019	\$45,000
2020	\$52,000
2021	\$54,000
2022	\$56,000
2023	\$58,000
2024	\$60,000
2025	\$65,000
2026	\$72,000
2027	\$79,000
2028	\$86,000
2029	\$93,000