

**ASSIGNMENT
&
ASSUMPTION
AGREEMENT**

CAMBRIA I MEDICAL PROPERTIES, LLC

AND

PMAK CAMBRIA, LLC

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(SSR DEVELOPMENT GROUP, LLC PROJECT)**

**AS PREVIOUSLY ASSIGNED ON AUGUST 14, 2015 TO
CAMBRIA I MEDICAL PROPERTIES, LLC**

with

ACKNOWLEDGMENT

thereof by

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Dated as of November 1, 2019

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November 1, 2019 (the "Assumption Agreement"), is by **PMAK CAMBRIA, LLC** a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with an address of 181 West Madison Street, Suite 4700, Chicago, IL 60202 (the "Company") and **CAMBRIA I MEDICAL PROPERTIES, LLC**, a corporation formed and existing under the laws of the State of Delaware and authorized to conduct business in the State of New York with an address of 350 Essjay Road, Suite 101, Williamsville, New York 14221 (the "Cambria") and acknowledged by the **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York with an address of 6311 Inducon Corporate Drive, Suite 1, Sanborn, New York 14132 (the "Agency").

RECITALS

WHEREAS, Title I of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 569 of the Laws of 1972 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as defined below) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, SSR Development Group, LLC (the "Original Company") previously submitted an application to the Agency requesting financial assistance in connection with its acquisition, construction and equipping of a project; and

WHEREAS, the Project ("Project") consisted of: (A) the acquisition (or retention) by the Agency of fee title to or other interest in a parcel or parcels of an approximately 17.9 acres of land located at 3850 Saunders Settlement Road in the Town of Cambria, Niagara County, New York (the "Land"); (B) the construction on the Land of an approximately 49,780 square foot building to be used to provide urologic and oncology services and related medical services to residents of Niagara County (the "Improvements"); and (C) the acquisition of and installation in and around the Improvements of certain medical machinery, equipment and items of personal property (the "Equipment") and collectively, with the Land and the Improvements, the "Facility"); and

WHEREAS, by Resolution adopted on September 8, 2010, the Agency authorized the execution of certain documents with respect to the Project, dated as of April 1, 2011, between the Original Company to the Agency a certain Lease Agreement, dated as of April 1, 2011, from the Original Company to the Agency, with a memorandum of which is dated as of April 1, 2011 and was recorded April 7, 2011 in the Niagara County Clerk's Office as Instrument No. 2011-06178

pursuant to which the Original Company leased the Improvements to the Agency (the "Existing Lease Agreement"), a certain Leaseback Agreement, dated as of April 1, 2011 from the Agency to the Original Company pursuant to which the Agency leased back the Improvements to the Original Company, with a memorandum of which is dated as of April 1, 2011 and was recorded April 7, 2011 in the Niagara County Clerk's Office as Instrument No. 2011-06179 (the "Existing Leaseback Agreement"), a certain Payment-in-Lieu-of-Tax Agreement, dated as of April 1, 2011, by the Agency and the Original Company (the "Existing PILOT Agreement"), pursuant to which the Original Company agreed to pay certain payments in lieu of taxes with respect to the Project; and related documents (the Existing Lease Agreement, Existing Leaseback Agreement, the Existing PILOT Agreement and related documents hereinafter collectively referred to as the "Original Agency Documents"); and

WHEREAS, by resolution adopted on July 8, 2015, the Agency approved the execution of an Assignment and Assumption Agreement between Original Company and Cambria I Medical Properties, LLC (the "Cambria"); and

WHEREAS, on October 3, 2019, the Agency received a request from the Cambria and Company requesting the Agency's consent to the transfer of all of its assets and liabilities, including the Land, Improvements and Equipment to the Company, and on October 9, 2019 the Agency adopted a resolution approving this request; and

WHEREAS, the Company now desires to assume all of the Cambria's rights, title, interest, duties, obligations and liabilities under the Original Agency Documents.

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1) Cambria hereby sells, assigns, transfers, conveys and sets over unto Company all of Cambria's rights, title, interest, duties, obligations and liability in, to and under the Original Agency Documents.
- 2) Company hereby accepts such assignment, and assumes all of Cambria's rights, title, interest, duties, obligations and liability in, to and under the Original Agency Documents, arising or accruing from and after the effective date of this Assignment and Assumption.
- 3) Company hereby covenants to operate and maintain the Project such that it continues to constitute a "project" under Title I of Article 18-A of the General Municipal Law of the State of New York.
- 4) Company hereby agrees and consents that this Assignment shall not be deemed a waiver or release of any claims or rights that the Agency may have at any time against the Cambria.

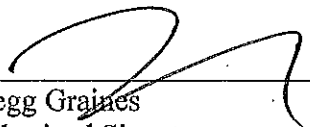
- 5) Company hereby assumes and shall at all times be liable to observe and perform all of the covenants, duties and obligations under the Original Agency Documents required to be observed or performed by the Cambria as lessee thereunder from and after the date of this Assignment. Company hereby covenants and agrees to indemnify, save and hold harmless Cambria from and against any and all liabilities, claims or causes of action existing in favor of or asserted by the Agency, or by any third party, arising out of or related to Company's use or occupancy of the Project leased pursuant to the Original Agency Documents or the Cambria's failure to perform any of its obligations arising under the Original Agency Documents on or after the date of this Assignment.

- 6) Cambria and Company hereby agree that this Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be construed as an original, and all of which together shall be deemed but a single instrument.

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption Agreement as of the date first above written.

CAMBRIA I MEDICAL PROPERTIES, LLC,
a Delaware limited liability company

By: 
Name: Gregg Grajnes
Its: Authorized Signatory

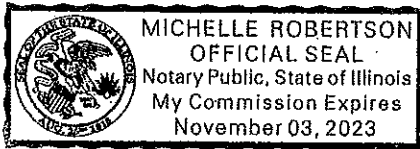
PMAK CAMBRIA, LLC,
a Delaware limited liability company

By: _____
Name: John W. Lucey
Its: Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 21 day of November, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregg Graines, as Authorized Signatory of Cambria I Medical Properties, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) and acknowledged that he or she, as such Authorized Signatory, being authorized to do so on behalf of such company, executed the foregoing instrument as the voluntary act and deed of said company for the purposes therein contained by signing the name of the a limited liability company by himself or herself as such Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Michelle Robertson
(Signature of Notary)

Michelle Robertson
(Legibly Print or Stamp Name of Notary)

My commission expires: 11/3/23

(official seal)

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

This signature was acknowledged before me on the ____ day of November, 2019, by John W. Lucey, as Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: _____

(official seal)

Signature of Notary

(printed or stamped name of Notary)

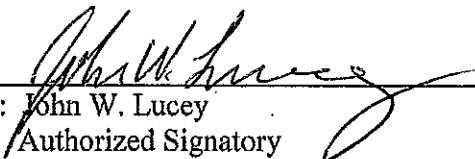
[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption Agreement as of the date first above written.

CAMBRIA I MEDICAL PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Name: Gregg Graines
Its: Authorized Signatory

PMAK CAMBRIA, LLC,
a Delaware limited liability company

By:  _____
Name: John W. Lucey
Its: Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of November, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregg Graines, as Authorized Signatory of Cambria I Medical Properties, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) and acknowledged that he or she, as such Authorized Signatory, being authorized to do so on behalf of such company, executed the foregoing instrument as the voluntary act and deed of said company for the purposes therein contained by signing the name of the a limited liability company by himself or herself as such Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

My commission expires: _____

(official seal)

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

This signature was acknowledged before me on the 21 day of November, 2019, by John W. Lucey, as Authorized Signatory.

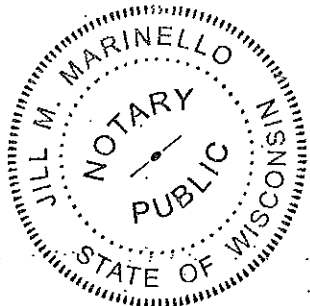
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 3/5/2023

(official seal)

Jill M. Marinello
Signature of Notary

Jill M. Marinello
(printed or stamped name of Notary)




ACKNOWLEDGMENT OF ASSIGNMENT AND ASSUMPTION
OF
CAMBRIA'S RIGHTS UNDER THE AGENCY DOCUMENTS

The undersigned hereby acknowledges and approves the Assignment and Assumption Agreement, from CAMBRIA I MEDICAL PROPERTIES, LLC (the "Cambria") to PMAK Cambria, LLC (the "Company"), dated as of November 1, 2019 (the "Assumption Agreement"), pursuant to which the Company assumes all of Cambria's rights, title, interest, duties, obligations and liabilities in, to and under the Original Agency Documents (as defined in the Assumption Agreement). The foregoing shall not be construed, however, as a waiver or release of any claims or rights that the undersigned may have at any time against Cambria, and the undersigned expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be duly executed as of the 9th day of November, 2019.

NIAGARA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Susan C. Langdon
Title: Executive Director

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:

On the 9th day of November in the year 2019, before me, the undersigned, personally appeared **Susan C. Langdon** 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
Mark J. Gabriele
Qualified in Niagara county
No. 4948558
Notary Public, State of New York
My Commission Expires 03/20/2023

EXHIBIT A-41

3850 SAUNDERS SETTLEMENT ROAD, CAMBRIA, NY – LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF CAMBRIA, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 1, TOWNSHIP 14, RANGE 8 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF SAUNDERS SETTLEMENT ROAD AND IN THE NORTH LINE OF LOT 1 AT THE NORTHEAST CORNER OF LANDS CONVEYED TO MRP DEVELOPMENT GROUP LLC (MRP) BY DEED RECORDED AS INSTRUMENT NO. 2013-23605;

THENCE EASTERLY ALONG THE CENTER LINE OF SAUNDERS SETTLEMENT ROAD, 233.12 FEET TO AN ANGLE THEREIN;

THENCE EASTERLY ALONG THE CENTER LINE OF SAUNDERS SETTLEMENT ROAD DEFLECTING TO THE LEFT AT AN ANGLE OF 3° 45' 12", A DISTANCE OF 245.71 FEET TO THE NORTHWEST CORNER OF LANDS CONVEYED TO ROBERT S. MOJE BY DEED RECORDED IN LIBER 1898 OF DEEDS PAGE 305;

THENCE SOUTHERLY ALONG THE WEST LINE OF MOJE'S LANDS, 527.80 FEET TO THE SOUTHWEST CORNER THEREOF IN THE NORTH LINE OF LANDS CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED IN LIBER 1194 OF DEEDS PAGE 520;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID LANDS CONVEYED TO THE UNITED STATES OF AMERICA, 404.78 FEET TO THE SOUTHEAST CORNER OF SAID MRP LANDS;

THENCE NORTHWESTERLY AT AN INTERIOR ANGLE OF 134° 21' 49" AND ALONG THE NORTHEAST LINE OF SAID MRP LANDS, A DISTANCE OF 276.48 FEET TO A CORNER THEREIN;

THENCE NORTHEASTERLY AT RIGHT ANGLES AND ALONG A SOUTHEAST LINE OF SAID MRP LANDS, A DISTANCE OF 185 FEET TO A CORNER THEREIN;

THENCE NORTHERLY AT AN EXTERIOR ANGLE OF 134° 14' 36" AND ALONG THE EAST LINE OF SAID MRP LANDS, A DISTANCE OF 183.91 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID PREMISES LYING NORTH OF THE NORTH LINE OF LOT 1.

TOGETHER WITH THE BENEFITS OF THE BASIN, ACCESS AND STORMWATER EASEMENT AGREEMENT MADE BY MRP DEVELOPMENT GROUP, LLC AND SSR

DEVELOPMENT GROUP, LLC RECORDED AS INSTRUMENT NO. 2013-23607 ON NOVEMBER 22, 2013.

ALSO TOGETHER WITH THE BENEFITS OF THE MUTUAL ACCESS AND PARKING AGREEMENT MADE BY SSR DEVELOPMENT GROUP, LLC AND MRP DEVELOPMENT GROUP, LLC RECORDED AS INSTRUMENT NO. 2013-23608 ON NOVEMBER 22, 2013.

ASSIGNMENT

&

ASSUMPTION

RESOLUTION

RESOLUTION
(PMAK Cambria, LLC Project)

A regular meeting of Niagara County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York on the 9th day of October, 2019 at 9:00 a.m., local time.

The meeting was called to order by the Acting Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

PRESENT:

Mark A. Onesi	Acting Chairperson
Joan G.Aul	Second Vice Chairperson
Kevin McCabe	Secretary
Arthur G. Pappas	Member
William L. Ross	Member
Daryl Bodewes	Member

ABSENT:

Jerald I. Wolfgang	Assistant Secretary
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THE FOLLOWING PERSONS WERE ALSO PRESENT:

Susan C. Langdon	Executive Director
Andrea Klyczek	Assistant Director
Dmitri Liadski	Economic Developer
Michael Dudley	Finance Manager
Caroline Caruso	Accounting Associate
Barbara Gill	Administrative Coordinator
Mark J. Gabriele, Esq.	Agency Counsel

The following resolution was offered by *Ms. Aul*, seconded by *Mr. Ross*, to wit:

Resolution No. 19-10-8.6.1

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE ASSIGNMENT OF AND ASSUMPTION OF CAMBRIA I MEDICAL PROPERTIES, LLC PROJECT TO PMAK CAMBRIA, LLC INCLUDING THE EXISTING LEASE, LEASEBACK, PILOT AGREEMENT, TOGETHER WITH ALL ASSOCIATED DOCUMENTS RELATING TO THE FACILITY CURRENTLY RECEIVING BENEFITS FROM THE AGENCY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 569 of the Laws of 1972 of the State of New York (the "Act"), **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property and to issue its bonds as authorized by the Act; and

WHEREAS, in the year 2011, the Agency granted financial assistance, including, but not limited to, a payment-in-lieu-of-tax agreement (the "PILOT"), to SSR Development Group, LLC (the "Original Company"), consisting of: (A) the acquisition (or retention) by the Agency of fee title to or other interest in a parcel or parcels of an approximately 17.9 acres of land located at 3850 Saunders Settlement Road in the Town of Cambria, Niagara County, New York (the "Land"); (B) the construction on the Land of an approximately 49,780 square foot building to be used to provide urologic and oncology services and related medical services to residents of Niagara County (the "Improvements"); and (C) the acquisition of and installation in and around the Improvements of certain medical machinery, equipment and items of personal property (the "Equipment") and collectively, with the Land and the Improvements, the "Facility"; (D) the granting of certain other "financial assistance" (within the meaning of Section 854 (14) of the Act) with respect to the foregoing, including potential exemptions from sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (collectively, the "Financial Assistance"); and (E) the lease (with an obligation to purchase) or sale of the Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted on July 8, 2015, the Agency approved the execution of an Assignment and Assumption Agreement between SSR Development Group, LLC ("Original Company") and Cambria I Medical Properties, LLC (the "Company"); and

WHEREAS, Cambria I Medical Properties, LLC (the "Company") wishes to transfer its ownership of the Facility to PMAK Cambria, LLC ("New Company"); and

WHEREAS, the Company and New Company have requested the Agency approve the assignment to the New Company of the Project documents including the Lease, Leaseback, PILOT and other Project documents to replace the Company with the New Company; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency hereby approves and consents to the Assignment and Assumption of the Project to the New Company.

Section 2. The Chairperson and/or Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute or deliver any documents necessary and incidental to the assignment and assumption of the Project and Project documents.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

<u>Name</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Mark Onesi	[X]	[]	[]	[]
Kevin McCabe	[X]	[]	[]	[]
Jerald I. Wolfgang	[]	[]	[X]	[]
Joan G. Aul	[X]	[]	[]	[]
William L. Ross	[X]	[]	[]	[]
Daryl Bodewes	[X]	[]	[]	[]
Arthur G. Pappas	[X]	[]	[]	[]

The Resolutions were thereupon duly adopted.

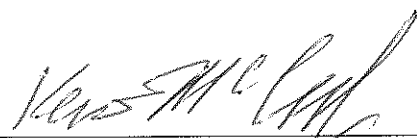
STATE OF NEW YORK)
) SS.:
 COUNTY OF NIAGARA)

I, the undersigned Secretary of the Niagara County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on October 9, 2019 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 9th day of October, 2019.



 Kevin McCabe, Secretary



412a



INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
 (Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name: **Niagara County Industrial Development Agency**

Street: **6311 Inducon Corporate Drive, Suite 1**

City: **Sanborn, New York 14132**

Telephone No. Day: **(716) 278-8760**
 Evening: _____

Contact: **Susan C. Langdon**

Title: **Executive Director**

DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
120.00-1-25.111
- b. Street address: **3850 Saunders Settlement Road**
- c. City, Town or Village: **Town of Cambria**

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name: **PMAK Cambria, LLC**

Street: **181 West Madison St, Suite 4700**

City: **Chicago, Illinois 60202**

Telephone No. Day: **(312) 487-5960**
 Evening: _____

Contact: **Gregg S. Graines**

Title: **General Counsel/Senior VP**

- d. School District: **Starpoint CSD**
- e. County: **Niagara**
- f. Current assessment: **approx. \$9,050,000.00**
- g. Deed to IDA (date recorded; liber and page)
Second amended Lease Agreement,
which was recorded on November __, 2019

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use): **acquisition of an approx. 11.7-acre parcel of land and the approx. 49,000 sq. ft. building to provide urologic services**
- b. Type of construction: **new**
- c. Square footage: **approximately 49,000 sq. ft.**
- d. Total cost: **approximately \$11,373,000**
- e. Date construction commenced: **2010**
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA):
December 31, 2027

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
 (Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment: **See attached Second Amended and Restated PILOT Agreement**
- b. Projected expiration date of agreement: **December 31, 2027**

NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

c. Municipal corporations to which payments will be made

	Yes	No
County: Niagara	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City: Cambria	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village: N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District: Starpoint CSD	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name: **Gregg S. Graines**
 Title: **General Counsel/Senior VP**
 Address: **181 West Madison St, Suite 4700**
Chicago, IL 60202

Telephone: **(312) 487-5960**

e. Is the IDA the owner of the property? Yes/No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement.

Occupant owns property and leases to IDA, IDA then leases property back to the Occupant.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:

Exemption -Yes - assessment roll year - 2012

7. A copy of this application, including all attachments, has been mailed or delivered on November __, 2019 to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Susan C. Langdon, Exec. Dir. of the NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,
 Name Title Organization

hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

November 8, 2019
Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special ad valorem levies for which the parcel is liable:

Date

Assessor's signature

PILOT

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

PMAK CAMBRIA, LLC
(formerly SSR DEVELOPMENT GROUP, LLC Project)
AS PREVIOUSLY ASSIGNED TO CAMBRIA I MEDICAL PROPERTIES, LLC

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

Relating to the Premises located at
3850 Saunders Settlement Road in the
Town of Cambria, Niagara County, New York

Tax Map No. 120.00-1-25.111

Affected Tax Jurisdictions:
Niagara County
Town of Cambria
Starpoint Central School District

Dated as of November 1, 2019

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

THIS SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT (the "Second Amended and Restated PILOT"), is made as of the 1st day of November, 2019, by and between **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 (the "Agency"), and **PMAK CAMBRIA, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with an address of 181 West Madison Street, Suite 4700, Chicago, IL 60202 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 569 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York (the "State"); and

WHEREAS, to assist SSR Development Group, LLC (the "Original Company") in the acquisition, construction and equipping of the Facility, the Agency and the Original Company executed and delivered the following documents: (i) a certain lease agreement, dated as of April 1, 2011, by and between the Original Company and Agency, pursuant to which the Original Company leased the Facility to the Agency (the "Original Lease Agreement"), (ii) a certain leaseback agreement, dated as of April 1, 2011, by and between the Agency and the Original Company, pursuant to which the Agency leased its interest in the Facility back to the Original Company (the "Original Leaseback Agreement"), and (iii) a certain PILOT agreement, by and between the Agency and the Original Company, pursuant to which the Original Company is required to make certain payments in lieu of real property taxes with respect to the Facility (the "Original PILOT Agreement"); and

WHEREAS, pursuant to a certain Assignment and Assumption Agreement dated on or about August 14, 2015, among the Original Company and Cambria I Medical Properties, LLC ("Cambria") and the Agency, the Original Company assigned to Cambria all of its right, title and interest in and to the Original Lease Agreement, the Original Leaseback Agreement and the Original PILOT Agreement; and

WHEREAS, pursuant to a certain Assignment and Assumption Agreement of even date herewith, among Cambria, Company and the Agency, Cambria assigned to the Company all of its right, title and interest in and to the Original Lease Agreement, the Original Leaseback Agreement, and the Original PILOT Agreement; and

WHEREAS, the Agency and Cambria have entered into a second amended lease agreement ("Second Amended Lease") and second amended leaseback agreement ("Second Amended Leaseback") both dated on or about the date hereof, whereby Cambria was replaced by the Company on those documents; and

WHEREAS, the Agency, Cambria and Company now desire to amend and restate the Original PILOT Agreement, as amended, to reflect the assignment of the Original PILOT Agreement to the Company; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, 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 Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments-in-lieu-of-taxes by the Company to the Agency for the benefit of Niagara County (the "County"), the Town of Cambria (the "Town"), and the Starpoint Central School District (the "School District" and, collectively with the County and Town, 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:

Section I – Payment-in-lieu-of Ad Valorem Taxes:

Section 1.1 A. The Facility shall continue to be exempt from Real Estate Taxes including the 2020 Town and County tax year and the 2019/2020 School tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the City, County and School. After giving written notice to the Agency, the Company may in good faith contest any denial of the exemption, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the exemption application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Agency has fee title to or leasehold or other interest in the Facility, the Company agrees to continue to pay annually to the Affected Tax Jurisdictions as a payment-in-lieu-of-taxes, on or before March 1 of each calendar year for County and City taxes and on or before October 1 of each calendar year for School taxes (collectively, the "Payment Date"), an amount equal to the PILOT Payment, as described on Schedule A attached hereto.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. To the extent the Agency receives any PILOT payment, the Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific different allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For school district purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Second Amended and Restated PILOT, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein shall be deemed to include (i) the School tax through the **2026/2027** School tax year, and (ii) the County and Town tax through the **2027** County and Town tax year. This Second Amended and Restated PILOT shall expire on **December 31, 2027**; provided, however, the Company shall pay the **2027/2028** School tax bill and the **2028** County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Second Amended and Restated PILOT executed by both parties after any applicable public hearings. The Company

agrees that it will not seek any tax exemption for the 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-b of the New York Real Property Tax Law ("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.

Section II - Special Assessments and Service Charges.

2.1 Special assessments and service charges against the real property are separate from general taxes and general assessments and will not be considered in calculating the PILOT payments. The Company shall pay all special assessments and charges levied against the real property as if the Agency did not have an interest in the Facility.

Section III - Transfer of Facility.

3.1 In the event that the Second Amended Lease and the Second Amended Leaseback are terminated in accordance therewith, 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 Section I herein, or this Second Amended and Restated PILOT terminates and the property 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 Facility if the 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.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Second Amended and Restated PILOT, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the 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.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I hereof within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Second Amended and Restated Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency 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. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I hereof are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII - Assignment.

7.1 No portion of any interest in this Second Amended and Restated PILOT 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 Agency, which shall not be unreasonably withheld or delayed.

Section VIII - Miscellaneous.

8.1 This Second Amended and Restated PILOT may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument.

8.2 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 Agency: Niagara County Industrial Development Agency
6311 Inducon Corporate Drive
Suite One
Sanborn, New York 14132
Attn: Executive Director

With Copy To: Gabriele & Berrigan, P.C.
800 Main Street, 4th Floor
Niagara Falls, New York 14301
Attention: Mark J. Gabriele, Esq.

To the Company: PMAK Cambria, LLC
181 West Madison Street
Suite 4700
Chicago, Illinois 60202
Attn: Gregg S. Graines, General Counsel/Senior VP

With Copy To: Harris Beach, PLLC
726 Exchange Street
Suite 1000
Buffalo, New York 14210
Attn: Robert G. Murray, Esq.

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.

8.3 This Second Amended and Restated PILOT 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 Niagara County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Second Amended and Restated PILOT on its behalf shall be liable personally under this Second Amended and Restated PILOT. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Second Amended and Restated PILOT.

8.5 The parties hereto recognize that the purpose of the Project is to create or retain permanent private sector jobs in the Town of Cambria and Niagara County, New York. Accordingly, the parties hereto have agreed that the existence of this Second Amended and Restated PILOT shall bear a direct relationship to the success or lack of success of the Project in achieving this goal. Therefore, by each January 1 during the term of this Second Amended and Restated PILOT, the Company shall file with the Agency an affidavit indicating the average number of fulltime equivalent employees (1820 hours equaling one full time equivalent employee) employed at the Facility.

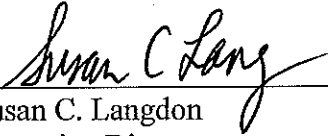
8.6 This Second Amended and Restated PILOT may be executed in one or more counterparts, each of which shall be construed as an original, and all of which together shall be deemed but a single instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Second Amended and Restated PILOT]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated PILOT as of the day and year first above written.

NIAGARA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Susan C. Langdon
Title: Executive Director

PMAK CAMBRIA, LLC, a
Delaware limited liability company

By: PMAK MOB REIT, LLC, a
Delaware limited liability company, its
Member/Manager

By: PMAK MOB JV REOC, LLC, a
Delaware limited liability company, its
Member/Manager

By: _____
Name: Gregg S. Graines
Its: General Counsel and Senior Vice President

[Signature Page to Second Amended and Restated PILOT]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated PILOT as of the day and year first above written.

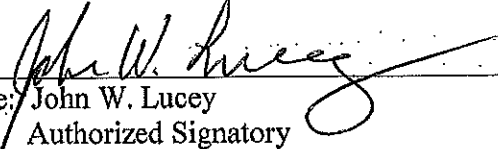
NIAGARA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Name: Susan C. Langdon

Title: Executive Director

PMAK CAMBRIA, LLC,
a Delaware limited liability company

By:  _____

Name: John W. Lucey

Its: Authorized Signatory

SCHEDULE A

**TO THE SECOND AMENDED AND RESTATED PILOT AGREEMENT, DATED AS
OF NOVEMBER 1, 2019 BETWEEN
NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND
PMAK CAMBRIA, LLC**

Pursuant to the terms of Section 1.2 of this Second Amended and Restated PILOT Agreement, Total PILOT Payment shall mean an amount per annum as follows:

<u>PILOT Year</u>	<u>School Tax Year</u>	<u>County and Town Tax Year</u>	<u>Percentage of Normal Tax</u>
Year 1	2012/13	2013	20%
Year 2	2013/14	2014	20%
Year 3	2014/15	2015	30%
Year 4	2015/16	2016	30%
Year 5	2016/17	2017	40%
Year 6	2017/18	2018	40%
Year 7	2018/19	2019	40%
Year 8	2019/20	2020	40%
Year 9	2020/21	2021	40%
Year 10	2021/22	2022	50%
Year 11	2022/23	2023	50%
Year 12	2023/24	2024	50%
Year 13	2024/25	2025	50%
Year 14	2025/26	2026	50%
Year 15	2026/27	2027	50%
Year 16 and thereafter	2027/28	2028	100%

The payments in lieu of taxes to be paid by the Company to the Affected Tax Jurisdiction pursuant to the terms of this Payment-in-Lieu-of-Tax Agreement shall be computed separately for each Affected Tax Jurisdiction as follows:

1. First, determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Affected Tax Jurisdiction if the Land was owned by the Company and not the Agency by multiplying the (a) Assessed Value of the Land as determined by the appropriate Assessor by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to the Land if the Land was owned by the Company and not the Agency.

2. In each tax year during the term of this PILOT Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Affected Tax Jurisdiction, the amount payable by the Company to the Affected Tax Jurisdiction as a payment in lieu of property tax with respect to the Land shall be an amount equal to 100% of the Normal Tax due each Affected Tax Jurisdiction with respect to the Land for such tax year.
3. Next, determine the Normal Tax which would be payable to each Affected Tax Jurisdiction if the Improvements and any portion of the Equipment assessable as real property were owned by the Company and not the Agency by multiplying the (a) Assessed Value of the Improvements and such assessable Equipment as determined by the appropriate Assessor by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to the Improvements and such assessable Equipment if the Improvements and such assessable Equipment was owned by the Company and not the Agency
4. In each tax year during the term of this PILOT Agreement, commencing on the first tax year following the date on which the Improvements and such assessable Equipment shall be assessed as exempt on the assessment roll of any Affected Tax Jurisdiction, the amount payable by the Company to the Affected Tax Jurisdiction as a payment in lieu of property tax with respect to the Improvements and such assessable Equipment shall be an amount equal to the applicable percentage of the Normal Tax due each Affected Tax Jurisdiction with respect to the Improvements and such assessable Equipment for such tax year, as shown in the table.
5. The Total PILOT Payment to be made by the Company to the Affected Tax Jurisdictions shall equal the sum of Number (2) and Number (4), above, for each tax year during the term of this PILOT Agreement.