

GOLDEN HILL LOCAL DEVELOPMENT CORPORATION

TO

COUNTY OF ULSTER

LEASEBACK AGREEMENT

Dated as of June 1, 2012

**24.149 Acre Parcel with Improvements and Equipment
99 Golden Hill Drive, Kingston, New York 12401
TMID No. 56.40-1-19 (portion)**

LEASEBACK AGREEMENT

THIS LEASEBACK AGREEMENT (hereinafter, the "Agreement"), dated as of the 1st day of June, 2012, by and between **GOLDEN HILL LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York (the "State"), having an office for the transaction of business at 244 Fair Street, Kingston, New York 12401 (herein, the "Corporation" or "Lessor") and the **COUNTY OF ULSTER**, a municipal corporation of the State of New York having offices at 244 Fair Street Kingston, New York 12401 (herein, the "County" or "Lessee").

WITNESSETH:

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law ("N-PCL") of the State (herein, the "Act"), the Corporation was established as a not-for-profit local development corporation of the State pursuant to the filing of a Certificate of Incorporation (the "Certificate") with the New York Secretary of State on the 7th day of October, 2011; and

WHEREAS, pursuant to the Act, the Corporation may operate exclusively for the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding a community or geographical area by attracting new industry to the community or area or by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, pursuant to Resolution Number 266 of 2011, adopted December 5, 2011 (herein, the "County Authorizing Resolution"), the County authorized (i) the undertaking of a certain Disposition, as defined within the County Authorizing Resolution and more particularly described herein (collectively, the "Disposition") of a fee and/or leasehold interest to the Corporation of certain portions of the land (the "Land", as defined herein), buildings and improvements (the "Improvements", as defined herein), and equipment (the "Equipment", as defined herein) of the Golden Hill Health Care Center (collectively, the "Facility", as more particularly defined herein); (ii) the establishment of the Corporation as "on behalf of issuer" of the County for the purposes of issuing the bonds, notes and other instruments pursuant to and in accordance with the Certificate, the Act and the Internal Revenue Code (the "Code"); (iii) the undertaking by the Corporation of the issuance of up to \$10,000,000.00 in tax exempt bonds or notes (the "Bonds") in one or more series, all in accordance with the Act and Code to fund the Disposition and activities of the Corporation authorized within the County Authorizing Resolution; (iv) the undertaking by the Corporation of the marketing and disposition of all or portions of the Facility to the highest qualified bidder (the "Selected Operator") in accordance with the provisions set forth within the County Authorizing Resolution (the "Transfer"); and (v) reservation by the County of a leasehold interest and reservation of rights to continue operating the Facility until the Transfer is undertaken by the Corporation; and

WHEREAS, in furtherance of the foregoing and pursuant to the County Authorizing Resolution, the County and Corporation have entered into a certain Lease Agreement with Exclusive Option to Purchase, dated as of the date hereof (the "Lease Agreement"), wherein the Corporation, as lessee, has leased the Facility from the County, as lessor pursuant to the terms and conditions thereof, including, but not limited to the County's reserved rights and obligations to continue operating the Facility to be memorialized within this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Acknowledgment of Lease Agreement; Granting Clause. (a) Pursuant to the Lease Agreement, the County has conveyed to the Corporation a leasehold interest in and an exclusive option to acquire (the "Option") the (i) the Land, as more particularly described in Exhibit A, hereto, (ii) the Improvements, which shall include all existing buildings, infrastructure and utility connections and fixtures located upon and within the Land, along with (iii) the Equipment, as more particularly described in Exhibit B, hereto, as each constitute the Facility, which hereinafter shall be referred to herein as the "Leased Premises", all upon the terms and conditions contained within the Lease Agreement, including the County's reserved interest, rights and obligations as contained herein. The County agrees that the Corporation's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the Corporation harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Corporation in defending any action respecting title to or a lien affecting the Facility.

(b) Subject to the terms, conditions, rights and obligations contained herein, the Corporation hereby acknowledges and affirms the County's retained interest, rights and obligations to occupy and operate the Facility, all upon the terms and conditions of this Agreement.

THE CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COUNTY'S PURPOSES OR NEEDS.

2. Term and Termination. The term of this Agreement shall commence on the date hereof and expire on the Twentieth (20th) anniversary date of this Agreement (the "Lease Term"). This Agreement may be terminated only upon written consent of the Corporation and upon satisfaction of the conditions precedent contained within Section 7(a), hereof, however, if (i) the Corporation does not issue the Bonds, and (ii) a Selected Operator fails to perform under the Purchase and Sale Agreement (as defined herein), and (iii) the Transfer is not undertaken by the Corporation within four (4) years of the date hereof, the County may thereafter terminate this Agreement commensurate with the Lease Agreement, subject to payment by the County of all costs of the Corporation to wind up its affairs and undertake dissolution pursuant to and in accordance with the N-PCL.

3. Rent. (a) Basic Rent. The County agrees that it will pay to the Corporation, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.

(b) Additional Rent. As additional rentals hereunder ("Additional Rent"), the County shall upon demand pay to the Corporation Additional Rent equaling all debt service payments payable by the Corporation in connection with the issuance of the Bonds, plus all actual costs incurred by the Corporation in connection with its leasehold interest in and undertakings in furtherance of the Facility, including, but not limited to any and all costs associated with the Lease Agreement, the selection of and negotiations with a Selected Operator, the Transfer, and any costs associated with this Agreement. Additional Rent shall be paid by the County to the Corporation as set forth herein during the Lease Term hereof and shall include amounts equal to all Corporation approved receipts and invoices presented to the County. The Corporation shall submit invoices for payment of Additional Rent on or before the Fifteenth day of each month, which shall include Corporation-approved receipts and invoices for payment. The invoices shall contain a claimant certification, which shall be signed and dated by an officer or authorized designee of the Corporation, who shall be identified as to title. All invoices submitted by the Corporation shall be subject to review and approval of the Ulster County Comptroller. The County will in all events remit payments for Additional Rent to the Corporation within Sixty (60) days of receipt of an invoice from the Corporation. The County shall pay the Corporation all outstanding Additional Rent commensurate with the Corporation's issuance of the Bonds as a component of the net transfer of Bond Proceeds by the Corporation to the County, as defined within the Lease Agreement (the "Bond Proceeds"). As a component of Additional Rent payable by the County to the Corporation during the Lease Term hereof, the County hereby acknowledges the appointment by the Corporation of certain County employees as directors of the Corporation, each of which shall serve the Corporation in their respective capacities pursuant to the By-laws of the Corporation without compensation. The parties further acknowledge the appointment by the Corporation of certain County employees as officers of the Corporation, each of which shall serve the Corporation in their respective capacities pursuant to the By-laws of the Corporation with or without compensation as the Corporation deems appropriate. The County shall also provide the Corporation with office space and amenities as necessary to undertake the purposes and powers of the Corporation, along with various administrative services, including, but not limited to various accounting, financial, budgetary, planning and other general administrative services as required from time to time.

4. Taxes. During the term of this Agreement, the County agrees to and shall pay as a component of Additional Rent all taxes that may be assessed upon, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.

5. Performance Obligations Unconditional; Rentals Subject to Annual Appropriation. The obligations of the County to perform and observe any and all covenants and agreements on its part contained herein shall be a general obligation of the County and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Corporation. Notwithstanding the foregoing, the County's obligation to pay Rent and Additional Rent hereunder is limited to funds appropriated

by the County and available for this Agreement. It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to the County and no liability on account thereof shall be incurred by the County beyond monies made available by appropriation and budgetary determination for the purpose thereof. The County shall provide to the Corporation written certification of annual appropriations in furtherance of the County's obligations hereunder within five (5) days of the adoption of the County's annual budget, and no later than December 31 of each calendar year during the Lease Term hereof

The County agrees it will not (i) suspend, discontinue or abate any payment required by Section 3 hereof or (ii) fail to observe any of its other covenants or agreements in this Agreement or (iii) except as provided herein or within and/or within the Lease Agreement, terminate this Leaseback Agreement for any cause whatsoever including, without limiting the generality of the foregoing, any defect in the title, design, operation, merchantability, fitness or condition of the Facility or in the suitability of the Facility for the County's purposes and needs, failure of consideration, destruction of or damage to the Facility, commercial frustration of purpose, or the taking by condemnation of title to or the use of all or any part the Facility, any change in the tax or other laws of the United States of America or administrative rulings of or administrative actions by the State or any political subdivision of either, or any failure of the Corporation to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Leaseback Agreement, or otherwise.

6. Maintenance and Insurance of Premises. (a) The County agrees that during the term of this Leaseback Agreement it shall (i) keep the Facility in as reasonably safe condition as its operations shall permit; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) operate the Facility in accordance with all applicable laws and permits and a commercially sound and prudent manner; (iv) operate the Facility such that it continues to qualify for all existing licensures; and (v) indemnify and hold the Corporation harmless from any liability or expenses from the failure by the County to comply with (i), (ii), (iii) or (iv) above.

(b) At all times throughout the Lease Term, the County shall continue to maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by municipalities of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the County; or as an alternative to the foregoing the County may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well, provided a periodic appraisal is performed and provided to the Corporation upon request of the Corporation.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Corporation or the County is required by law to provide, covering

loss resulting from injury, sickness, disability or death of employees of the County who are located at or assigned to the Facility if any.

(iii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the County hereunder) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the County by any applicable workers' compensation law. Such liability limits may be satisfied by any combination of primary and excess liability policies. Such liability insurance requirements may be satisfied by blanket policies in the aggregate amount of not less than \$3,000,000.

(iv) Directors and Officers Insurance. The County shall maintain Directors and Officers insurance coverage for the benefit of the Corporation (as a named entity) and its Directors at all times during the Lease Term consistent with amounts customarily procured by the County.

(c) Additional Provisions Respecting Insurance. All insurance required by hereunder shall name the Corporation as a named insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the County and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the County is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the County and the Corporation as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the County and the Corporation. All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Corporation on or before the commencement of the term of this Leaseback Agreement. Prior to expiration of the policies evidenced by said certificates, the County shall furnish the Corporation evidence that the policy has been renewed or replaced or is no longer required by this Leaseback Agreement.

(d) Within one hundred twenty (120) days after the end of each of its fiscal years, the County shall file with the Corporation a certificate of the County to the effect that the insurance it maintains with respect to the Facility complies with the provisions of this Agreement and that duplicate copies of all policies or certificates thereof have been filed with the Corporation and are in full force and effect.

(e) Application of Net Proceeds of Insurance. The net proceeds of the insurance required hereunder shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid. All insurance or condemnation proceeds shall be distributed to the County after payment of all amounts due and owing to the Corporation.

7. Expiration. The parties agree that at the expiration of the Term, the County will surrender the Leased Premises to the Corporation pursuant to the terms and conditions of this Agreement in the then condition of the Leased Premises.

8. Acknowledgment of Option to Purchase; Transfer and Early Termination. The Corporation and County hereby acknowledge the Option rights granted to the Corporation pursuant to Section 7 of the Lease Agreement. The parties hereto agree and further acknowledge that this Agreement shall terminate upon the Corporation's undertaking of the Option and Transfer, which are subject to the conditions precedent set forth within Section 7 of the Lease Agreement.

9. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees and all other parties to such leases and sub-leases shall otherwise expressly consent in writing, the County's fee title to the Leased Premises, the leasehold estate of the Corporation created by the Lease Agreement, and the reserved leasehold interest of the County created hereunder shall not merge but shall remain separate and distinct, notwithstanding the acquisition and retention of respective estates of the County and Corporation, or by a third party, by purchase or otherwise.

10. Default Provisions. (a) The Corporation may declare the County in default of this Agreement if there is any failure by the County to observe or perform any other covenant, condition or agreement required by this Leaseback Agreement to be observed or performed and such failure shall have continued for a period of sixty (60) days after the Corporation gives written notice to the County, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such sixty (60) day period, the County's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence (collectively, an "Event of Default").

(b) Whenever any Event of Default shall have occurred and be continuing after the expiration of applicable notice and cure periods, the Corporation may take, to the extent permitted by law, any one or more of the following remedial steps;

(i) Declare, by written notice to the County, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid installments of Rent and Additional Rent payable pursuant hereto and (ii) all other payments due under this Leaseback Agreement.

(ii) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.

(iii) Take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the County under this Leaseback Agreement.

(iv) Terminate this Leaseback Agreement and the Lease Agreement.

(c) Remedies Cumulative. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(d) No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

12. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the County: County of Ulster
244 Fair Street
Kingston, New York 12401
Attn: County Executive

With Copies to: County Attorney's Office
County of Ulster
244 Fair Street
Kingston, New York 12401
Attn: County Attorney

To the Corporation: Golden Hill Local Development Corporation
244 Fair Street
Kingston, New York 12401
Attn: Chief Executive Officer

With Copies to: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, 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.

14. Effective Date; Counterparts. This agreement shall become effective on the date first hereinabove set forth. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Law Governing. This Agreement shall be governed by, and construed in accordance with, the laws of the State.

16. No Assignment. Other than as security provided by the Corporation in connection with the issuance of the Bonds, this Agreement may not be assigned by any party hereto.

17. Hold Harmless Provisions. The County hereby releases the Corporation from, agrees that the Corporation shall not be liable for, and agrees to indemnify, defend and hold the Corporation and its executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Corporation's financing, construction, renovation, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Corporation, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party.

18. No Recourse, Special Obligation. (a) The obligations and agreements of the Corporation contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Corporation, and not of any member, officer, agent or employee of the Corporation in his individual capacity, and the members, officers, agents and employees of the Corporation shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Corporation contained hereby shall not constitute or give rise to an obligation of the State or of the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Corporation, but rather shall constitute limited obligations of the Corporation, payable solely from the revenues of the Corporation derived and to be derived from the sale or other disposition of the Facility.

(c) No order or decree of specific performance with respect to any of the obligations of the Corporation hereunder shall be sought or enforced against the Corporation unless (i) the party seeking such order or decree shall first have requested the Corporation in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Corporation shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Corporation refuses to comply with such request and the Corporation's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Corporation an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Corporation refuses to comply with such request and the Corporation's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Corporation and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

[Signature Page to Leaseback Agreement]

IN WITNESS WHEREOF, the Corporation and the County have caused this Leaseback Agreement to be executed in their respective names, all as of the date first above written.

GOLDEN HILL LOCAL DEVELOPMENT
CORPORATION

By: 
Name: Robert Sudlow
Title: Chief Executive Officer

COUNTY OF ULSTER

By: 
Name: Michael Hein
Title: County Executive

[Acknowledgment Page to Leaseback Agreement]

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

On the 12 day of June in the year 2012 before me, the undersigned, personally appeared Robert Sudlow, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laurie A. Sheeley
Notary Public
LAURIE A. SHEELEY
Notary Public, State of New York
No. 01SH5014207
Qualified in Ulster County
Commission Expires 7.15.2015

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

On the 12 day of June in the year 2012 before me, the undersigned, personally appeared Michael Hein, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laurie A. Sheeley
Notary Public
LAURIE A. SHEELEY
Notary Public, State of New York
No. 01SH5014207
Qualified in Ulster County
Commission Expires 7.15.2015

Schedule A

Leased Premises

DESCRIPTION OF LEASE AREA ON LANDS OF
ULSTER COUNTY INFIRMARY, GOLDEN HILL
CITY OF KINGSTON, ULSTER COUNTY, NEW YORK
PARCEL I

Beginning at a point on the Southerly side of Glen Street, said point also being on the Easterly line of lands of Christopher and Kathy Jo Franco, Liber 3513 Page 248, and running:

- 1) thence from said point of beginning along the Southerly side of Glen Street South $61^{\circ} 50' 00''$ East, 247.39 feet to a point;
- 2) thence along the Westerly side of Glen Street South $42^{\circ} 41' 43''$ East, 231.60 feet to a point;
- 3) thence through the lands of County of Ulster the following courses and distances: South $50^{\circ} 40' 14''$ East, 59.25 feet to a point;
- 4) thence along the Southerly side of an access road, known as Golden Hill Drive, the following courses and distances: South $70^{\circ} 34' 47''$ East, 45.10 feet to a point;
- 5) thence Northeasterly on a curve to the left having a radius of 335.00 feet, 264.68 feet to a point;
- 6) thence North $64^{\circ} 09' 06''$ East, 215.56 feet to a point;
- 7) thence leaving the Southerly side of the aforementioned access road, known as Golden Hill Drive, and continuing through the lands of County of Ulster the following courses and distances: Southwesterly on a curve to the right having a radius of 325.00 feet, 154.51 feet to a point;
- 8) thence South $20^{\circ} 08' 53''$ West, 374.82 feet to a point;
- 9) thence North $75^{\circ} 55' 30''$ West, 65.22 feet to a point;
- 10) thence South $14^{\circ} 05' 50''$ West, 17.42 feet to a point;

11) thence South $80^{\circ} 34' 08''$ West, 335.87 feet to a point;
12) thence South $47^{\circ} 43' 46''$ West, 108.21 feet to a point;
13) thence South $78^{\circ} 31' 00''$ West, 202.34 feet to a point;
14) thence South $9^{\circ} 39' 05''$ East, 236.60 feet to a point;
15) thence South $32^{\circ} 44' 00''$ East, 90.92 feet to a point;
16) thence South $61^{\circ} 13' 40''$ West, 108.04 feet to a point on the Northeasterly line of lands of Ralph and Nancy Palen, Liber 1387 Page 1004;

17) thence along the Northeasterly line of lands of Palen and running along a portion of stone walls North $32^{\circ} 44' 00''$ West, 742.80 feet to a point;

18) thence along the approximate Corporate Boundary Line between the Town of Ulster and the City of Kingston along the Easterly line of other lands of the County of Ulster North $16^{\circ} 09' 40''$ West, 691.89 feet to a point on the Southerly line of lands of Gary Gubinski, Liber 4447 Page 230;

19) thence along the Southerly line of lands of Gubinski North $50^{\circ} 47' 50''$ East, 205.50 feet to a recovered pipe in a stone wall on the Southerly line of lands of Franco;

20) thence along the Southerly line of lands of Franco and generally along a portion of a stone wall the following courses and distances: South $43^{\circ} 48' 30''$ East, 270.97 feet to a point;

21) thence South $50^{\circ} 53' 00''$ East, 340.47 feet to a point;

22) thence along the Easterly line of lands of Franco North $39^{\circ} 31' 00''$ East, 333.16 feet to the place of beginning.

CONTAINING: 20.393 Acres

All bearings are referred to Magnetic North 1968.

The above described premises are subject to any easements of record and subject to any statements of fact that a title search may reveal.

The above described premises have the use of Goldin Hill Drive for ingress and egress to the above described premises.

The above described premises are subject to any rights utility company may have for overhead utility lines crossing said premises.

MARCH 23, 2012

CHRISTOPHER J. ZELL, P.L.S.
BRINNIER and LARIOS, P.C.

DESCRIPTION OF LEASE AREA ON LANDS OF
ULSTER COUNTY INFIRMARY, GOLDEN HILL
CITY OF KINGSTON, ULSTER COUNTY, NEW YORK
PARCEL II

Beginning at a recovered monument on the Easterly side of Glen Street, said point also being the Southwesterly corner of lands of Christopher and Donna Smedman, Liber 1410 Page 483, and running:

- 1) thence from said point of beginning along the Southerly line of lands of Smedman and the Southerly line of lands of City of Kingston the following courses and distances: South 35° 33' 30" East, 208.81 feet to a point;
- 2) thence North 52° 12' 30" East, 41.94 feet to a point;
- 3) thence South 66° 44' 30" East, 94.51 feet to a point;
- 4) thence South 83° 25' 30" East, 155.54 feet to a point;
- 5) thence continuing along lands of City of Kingston South 5° 05' 16" West, 84.08 feet to a point on the Northerly side of an access road;
- 6) thence along the Northerly side of said access road, known as Golden Hill Drive, the following courses and distances: Southwesterly on a curve to the left having a radius of 610.00 feet, 186.54 feet to a point;
- 7) thence Southwesterly on a curve to the left having a radius of 925.00 feet, 216.57 feet to a point;
- 8) thence South 64° 09' 06" West, 237.04 feet to a point;
- 9) thence Northwesterly on a curve to the right having a radius of 285.00 feet, 225.17 feet to a point;
- 10) thence Northwesterly on a curve to the right having a radius of 20.00 feet, 39.54 feet to a point;

11) thence along the Easterly side of Glen Street the following courses and distances: North 70° 34' 47" West, 3.18 feet to a point;

12) thence North 42° 41' 43" East, 160.21 feet to a point;

13) thence South 61° 50' 00" East, 10.81 feet to a point;

14) thence North 44° 13' 14" East, 467.90 feet to the place of beginning.

CONTAINING: 3.756 Acres

All bearings are referred to Magnetic North 1968.

The above described premises are subject to any easements of record and subject to any statements of fact that a title search may reveal.

The above described premises have the use of Goldin Hill Drive for ingress and egress to the above described premises.

The above described premises are subject to any rights utility company may have for overhead utility lines crossing said premises.

MARCH 23, 2012

CHRISTOPHER J. ZELL, P.L.S
BRINNIER and LARIOS, P.C.



Lease Parcel #1
Area = 20,393 Ac.

Lease Parcel #2
Area = 3,756 Ac.



BRUNER & LARIOS, P. C.

Legend
 — Parcel #1 Lease Lines
 — Parcel #2 Lease Lines

MAP
 SHOWING LEASE LINES
 LANDS OF
 ULSTER COUNTY INFIRMERY
 GOLDEN HILL

CITY OF KINGSTON ULSTER COUNTY NEW YORK
 MARCH 22, 2012 SCALE: 1" = 100'

Schedule B

Equipment

All machinery, apparatus, appliances, equipment, fittings, fixtures and furnishings and other property of every kind and nature whatsoever now or hereafter affixed to, located upon, appurtenant thereto or usable in connection with the present or future operation and occupancy of the Facility together with any replacements therefore to the extent acquired by the County during the term of this Leaseback Agreement.