

COUNTY OF ULSTER

TO

GOLDEN HILL LOCAL DEVELOPMENT CORPORATION

**LEASE AGREEMENT
WITH
EXCLUSIVE OPTION TO PURCHASE**

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)**

**LEASE AGREEMENT
WITH
EXCLUSIVE OPTION TO PURCHASE**

THIS LEASE AGREEMENT WITH EXCLUSIVE OPTION TO PURCHASE (herein, the "Agreement"), dated as of the 1st day of June, 2012, by and between **COUNTY OF ULSTER**, a municipal corporation of the State of New York (the "State") having offices at 244 Fair Street Kingston, New York 12401 (herein, the "County" or "Lessor") and **GOLDEN HILL LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State, having an office for the transaction of business at 244 Fair Street, Kingston, New York 12401 (herein, the "Corporation" 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 in accordance with the County Authorizing Resolution, the County desires to lease the Facility to the Corporation and provide the Corporation with an exclusive option to acquire all or portions of the Facility (the “Option”, as more particularly defined herein), all in furtherance of the undertaking by the Corporation of the issuance of the Bonds and the Transfer of all or portions of the Facility.

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

1. Granting Clause, Use and Reservation of Leasehold Interest. The County hereby leases to the Corporation (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 of this Agreement.

(a) The leasehold rights of the Corporation shall be limited to and consistent with the terms and conditions set forth herein and within the County Authorizing Resolution.

(b) This Agreement is subject to the reserved rights and obligations of the County, as Lessor herein, contained within that certain Leaseback Agreement entered into by and between the Corporation, as Lessor, and County, as Lessee, and dated as of the date hereof (the “Leaseback Agreement”), a memorandum of which shall be recorded or filed, as the case may be, in the Office of the Clerk of the County of Ulster, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

2. Warranty of Title. The County warrants that it has good and marketable fee title to the Leased Premises and forever warrants the title to the Leased Premises subject to the encumbrances listed on Exhibit C, attached hereto.

3. Term and Termination. The term of this Lease Agreement shall commence as of the date hereof and continue through the Ninety-Ninth (99th) 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 Leaseback 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.

4. Rent. (a) Basic Rent. The Corporation agrees that it will pay to the County, 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 Corporation shall pay to the County the net proceeds of the Bonds, if and once issued (the “Bond Proceeds”). The payment of the Bond Proceeds by the Corporation to the County shall occur as of the date of issuance of the Bonds and said net payment shall reflect retention by the Corporation of all costs of issuance of the Bonds and other costs previously incurred or prospectively budgeted by the Corporation in connection with this Agreement, the Leaseback Agreement, the Transfer, and any other reasonable costs incurred by the Corporation in furtherance of its purposes and powers, unless previously reimbursed by the County to the Corporation pursuant to the provisions of the Leaseback Agreement. The Corporation shall also pay to the County the net proceeds of any non-refundable deposit received from a Selected Operator (the “Selected Operator Deposit”) pursuant to a Purchase and Sale Agreement to be entered into by the Corporation and Selected Operator (the “Purchase and Sale Agreement”), such net payment of Selected Operator Deposit to be adjusted for any outstanding operating costs of the Corporation upon the date of receipt and payable to the County within Ten (10) days of receipt.

5. Taxes. The Facility is exempt from real property taxes as publicly owned property pursuant to Section 406 of the Real Property Tax Law (“RPTL”). Pursuant to the Leaseback Agreement, the County will continue to occupy and operate the Facility for a public purpose during the term thereof. The leasehold interest granted to the Corporation is limited to the activities authorized under the County Authorizing Resolution and shall not cause the Facility or any portion thereof to be taxable. To the extent that the Facility is deemed taxable and/or in the absence of said exemption, the County shall pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Facility during the portion of the Lease Term that the Leaseback Agreement remains in effect.

6. Maintenance and Insurance of Premises. The County shall maintain and insure the Leased Premises during the portion of the Lease Term that the Leaseback Agreement remains in effect and thereafter the Lessee or its successors or assigns shall be responsible. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement during the portion of the Lease Term that the Leaseback Agreement remains in effect and thereafter shall belong to the Lessee.

7. Exclusive Option to Acquire; Option Notice and Form of Warranty Deed.

(a) For the sum of One Dollar (\$1.00), and subject and pursuant to the terms, conditions and contingencies contained within this Agreement, the County hereby grants to the Corporation the exclusive option to acquire fee title to all or portions of the Leased Premises and the Equipment in furtherance of the Transfer (collectively, the “Option”). The Corporation may exercise the Option subject to the terms and conditions set forth herein and only during the Lease Term, as defined herein. Prior to the Corporation’s exercise of the Option, the following express conditions precedent shall occur on or before the date of said exercise:

(i) The Corporation shall have identified the Selected Operator and authorized the disposition of all or portions of the Leased Premises to the Selected Operator in furtherance of

the Transfer pursuant to the Purchase and Sale Agreement to be negotiated by Corporation, all in accordance with the County Authorizing Resolution and applicable law;

(ii) The Corporation shall undertake the Transfer to the Selected Operator commensurate with the exercise of the Option;

(iii) The Corporation shall redeem or retire the Bonds, if issued and outstanding, with proceeds of the Transfer or otherwise, and cause all encumbrances and liens against the Leased Premises associated with the Bonds to be removed;

(iv) The Corporation and the County shall terminate the Leaseback Agreement pursuant to the terms thereof;

(v) The County shall have defeased or otherwise redeemed all outstanding debts of the County associated with the Facility in accordance with the Local Finance Law of the State; and

(vi) The County shall have undertaken and completed all actions necessary to wind down and discontinue operation of the Facility, including, but not limited to, issuance of all applicable WARN Act notices, application for and receipt of any closure authorizations from the New York State Department of Health (“DOH”), and undertaking of all necessary contract terminations.

(b) Option Notice; Forms of Warranty Deed and Bill of Sale. Upon no less than Sixty (60) days’ notice to the County (the “Option Notice”), the Corporation may exercise the Option to acquire all or portions of the Leased Premises pursuant to a Warranty Deed with Lien Covenant from the County, as seller, to the Corporation or its assignee, as purchaser (the “Warranty Deed”) which shall be substantially in the form attached hereto as **Exhibit D**. On the date of delivery of the Warranty Deed, the County shall also deliver to the Corporation a Bill of Sale (the “Bill of Sale”) transferring the Equipment from the County to the Corporation or its assignee, which shall be substantially in the form attached hereto as **Exhibit E**. To the extent identified by the Corporation and approved by the County, the County shall also execute and deliver one or more assignment and assumption agreements (collectively, the “Assignment Agreement”) in favor of the Corporation and its assignee(s) relating to contracts or service agreements associated with the Facility and deemed necessary and appropriate by the Corporation to be included as component(s) of the Transfer. The Option Notice from the Corporation to the County shall outline details relating to the satisfaction of the above-described express conditions precedent, a description of the contemplated transactions to occur on or before the date of exercise of the Option by the Corporation, along with a description of the demised premises to be included within the Warranty Deed. The Corporation and/or the Selected Operator shall pay all reasonable costs of the Transfer and shall take any necessary steps to comply with local land use rules and regulations to effectuate the foregoing.

8. Hold Harmless. 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 and employees, and their respective

successors 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 Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the County of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Corporation's financing, construction, renovation, equipping, owning and leasing of the Leased Premises, 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.

9. Subordination of Lease Agreement to Mortgage(s). The parties agrees that this Agreement may be assigned by the Corporation and/or encumbered by one or more mortgages or deeds of trust now or hereafter granted by the Corporation in favor of any Lender (the "Mortgagee") for purposes of providing security interest(s) in connection with the issuance of the Bonds, or for any other purpose and all further mortgages hereafter placed on the Leased Premises and any supplements, modifications, assignments, restatements, amendments or splitters thereof with the consent of the Corporation and any applicable mortgagee, and the County agrees if requested by the Corporation, to execute any attornment agreements in favor of any Mortgagee during the Lease Term. Notwithstanding anything stated in this Section 9 to the contrary, the Corporation shall provide all documentation reasonably required to grant such mortgage and/or deed of trust and to evidence such subordination. ANY SUCH MORTGAGE SHALL BE A LIMITED, NON-RECOURSE OBLIGATION OF THE CORPORATION AND SHALL IN NO EVENT REQUIRE THE PAYMENT BY THE COUNTY TO ANY PARTY OF ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST OR OTHER AMOUNT SECURED BY ANY SUCH MORTGAGE, EXCEPT TO THE EXTENT OF PAYMENTS OWED UNDER THE LEASEBACK AGREEMENT.

10. 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 herein created by this Agreement, and the reserved leasehold interest of the County as set forth within the Leaseback Agreement 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.

11. 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.

12. No Recourse; Special Obligation.

(a) The obligations and agreements of the County 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 County, and not of any member, officer, agent or employee of the County in his individual capacity, and the members, officers, agents and employees of the County 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 County contained hereby shall not constitute or give rise to an obligation of the State of New York (the "State") or of the County of Ulster, New York, and neither the State nor the County of Ulster, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the County, but rather shall constitute limited obligations of the County, payable solely from the revenues of the County derived and to be derived from the sale or other disposition of the Leased Premises.

(c) No order or decree of specific performance with respect to any of the obligations of the County hereunder shall be sought or enforced against the County unless (i) the party seeking such order or decree shall first have requested the County 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 County 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 County refuses to comply with such request and the County'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 County an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the County refuses to comply with such request and the County's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Corporation) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the County and its members, officers, agents (other than the Corporation) and employees against all liability expected to be incurred as a result of compliance with such request.

13. 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.

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

15. 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. The Corporation may assign the Option to the Selected Operator in furtherance of the Transfer.

16. Recording and Filing. This Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of the County of Ulster, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

[Signature Page to Lease Agreement with Exclusive Option to Purchase]

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

COUNTY OF ULSTER

By: 
Name: Michael Hein
Title: County Executive

GOLDEN HILL LOCAL DEVELOPMENT CORPORATION

By: 
Name: Robert Sudlow
Title: Chief Executive Officer

[Acknowledgment Page to Lease Agreement with Exclusive Option to Purchase]

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

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

EXHIBIT 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.
BRINNER 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 $35^{\circ} 33' 30''$ East, 208.81 feet to a point;
- 2) thence North $52^{\circ} 12' 30''$ East, 41.94 feet to a point;
- 3) thence South $66^{\circ} 44' 30''$ East, 94.51 feet to a point;
- 4) thence South $83^{\circ} 25' 30''$ East, 155.54 feet to a point;
- 5) thence continuing along lands of City of Kingston South $5^{\circ} 05' 16''$ 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 $64^{\circ} 09' 06''$ 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.



BRINNIER & LARIOS, P. C.

Legend
Parcel #1 Lease Lines
Parcel #2 Lease Lines

MAP
SHOWING LEASE LINES
LANDS OF
ULSTER COUNTY INFIRMARY
GOLDEN HILL
CITY OF KINGSTON ULSTER COUNTY NEW YORK
MARCH 22, 2012 SCALE: 1" = 100'

HPF

EXHIBIT 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 operation and occupancy of the Facility.

EXHIBIT C

Encumbrances

Subject to all easements and Rights-of-way of record

EXHIBIT D

FORM OF WARRANTY DEED

WARRANTY DEED WITH LIEN COVENANT

THIS INDENTURE, made the ____ day of _____, 201_

BETWEEN

COUNTY OF ULSTER, a municipal corporation of the State of New York having offices at 244 Fair Street Kingston, New York 12402,

party of the first part, and

GOLDEN HILL LOCAL DEVELOPMENT CORPORATION, not-for-profit local development corporation duly organized and validly existing under the laws of the State, having an office for the transaction of business at 244 Fair Street, Kingston, New York 12402

party of the second part,

WITNESSETH that each of the party of the first part, in consideration of One and More Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCELS OF LAND, more particularly described on Schedule "A" attached hereto and made a part hereof (the "Premises").

SUBJECT to all covenants, easements and restrictions of record, if any, affecting the herein described Premises,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises,

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above described Premises to the center lines thereof.

TO HAVE AND TO HOLD the Premises herein granted unto the party of the second part, its successors and assigns forever.

AND the party of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy the said Premises;

SECOND, that the party of the first part will forever Warrant the title to said Premises;

And that, in Compliance with Section 13 of the New York Lien Law, the parties of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties have executed this deed the day and year first above written.

COUNTY OF ULSTER, NEW YORK

By: _____
Name:
Title:

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

On the ____ day of _____ in the year 201_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT E
FORM OF BILL OF SALE

BILL OF SALE
TO
GOLDEN HILL LOCAL DEVELOPMENT CORPORATION

COUNTY OF ULSTER, a municipal corporation of the State of New York (the "State") having offices at 244 Fair Street Kingston, New York 12402 (herein, the "Grantor") for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from **GOLDEN HILL LOCAL DEVELOPMENT CORPORATION**, not-for-profit local development corporation duly organized and validly existing under the laws of the State, having an office for the transaction of business at 244 Fair Street, Kingston, New York 12402 (herein, the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee and its successors and assigns, all those materials, machinery, equipment, fixtures or furnishings (the "Equipment"), which Equipment is located at 99 Golden Hill Drive, Kingston, New York 12401 (the "Facility") and more particularly detailed within **Schedule A**, hereto..

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS," WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OF DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the __ day of _____, 20__.

COUNTY OF ULSTER

By: _____
Name:
Title:

SCHEDULE A

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 operation and occupancy of the Facility.