

**ASSIGNMENT AND ASSUMPTION
AND LEASE AMENDMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AND LEASE AMENDMENT AGREEMENT dated as of May 24, 2023 (this "Agreement"), by and among the COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at Saratoga County Municipal Center, Ballston Spa, New York 12065 (the "Agency"), COLUMBIA HPS LLC, a limited liability company organized and existing under the laws of the State of New York and having an address of 302 Washington Avenue Extension, Albany, New York 12203 (the "Original Company"), and HEALTHCARE PARTNERS OF SARATOGA, LTD., a not for profit corporation organized and existing under the laws of the State of New York and having an address of 211 Church Street, Saratoga Springs, New York 12866 (the "New Company");

WITNESSETH:

WHEREAS, Title 1 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; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its facilities for the purpose of carrying out any of its corporate purposes to mortgage and pledge any or all of its facilities, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 855 of the 1971 Laws of New York, as amended, constituting Section 890-h of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) 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, the Agency at the request of the Original Company previously undertook a project (the "Project") consisting of the following: (A) (1) the acquisition of a ground leasehold

interest in an approximately 3.00 acre parcel of land located at 560 NYS Route 67 in the Town of Malta, New York which is part of a larger parcel bearing tax map #229.-2-75.111 and more particularly described on Schedule A attached hereto (the "Land"), (2) the construction on the Land of an approximately 60,000 square foot building (i) a portion of which was subleased to Healthcare Partners of Saratoga, Ltd. (a joint venture of The Saratoga Hospital and Albany Medical Center Hospital) to be utilized as an urgent care facility and (ii) a portion of which was subleased to each of The Saratoga Hospital and Albany Medical College to be utilized for laboratory and imaging services and medical offices (the "Facility") and (3) the acquisition and installation therein of certain machinery and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"), (B) the lease (with the obligation to purchase) or the sale of the Project Facility to the Original Company or such other person as may be designated by the Original Company and agreed upon by the Agency and (C) the providing by the Agency of certain "financial assistance" (as defined in the Act) in the form of exemptions from mortgage recording tax, state and local sales tax and real property taxes; and

WHEREAS, in connection with the acquisition, construction and development of the Project, the Agency acquired a ground leasehold interest in the Land and a fee interest in the Facility from the Original Company pursuant to an assignment dated as of August 10, 2012 by and between the Original Company, as assignor, and the Agency, as assignee which was recorded in the Saratoga County Clerk's Office on August 15, 2012 as instrument # 2012030201 (the "Assignment"); and

WHEREAS, in connection therewith, Agency leased the Project Facility to the Original Company pursuant to the terms of a certain lease agreement dated as of August 10, 2012 by and between the Agency, as lessor, and the Original Company, as lessee, which was recorded in the Saratoga County Clerk's Office on August 15, 2012 as instrument # 2012030202 (the "Lease Agreement"); and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, the Original Company and the Agency executed and delivered a payment in lieu of tax agreement dated as of August 10, 2012 (the "Payment in Lieu of Tax Agreement" and together with the Assignment and the Lease Agreement collectively the "Basic Documents") by and between the Agency and the Original Company, pursuant to which the Original Company agreed to pay certain payments in lieu of taxes with respect to the Project; and

WHEREAS, it has been proposed that the New Company acquire all of the right, title and interest of the Original Company in and to the Project, including all right, title and interest of the Original Company under the Basic Documents; and

WHEREAS, the Basic Documents may be assigned by the Original Company only upon prior consent of the Agency; and

WHEREAS, pursuant to a resolution duly adopted by the members of the Agency on April 11, 2023, the Agency (i) consented to the assignment by the Original Company of all of its right, title and interest in to and under the Basic Documents to the New Company in consideration of, and conditioned upon, the assumption by the New Company of all obligations of the Original

Company under the Basic Documents and (ii) authorized the execution and delivery of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS.

All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Lease Agreement.

SECTION 2. CONVEYANCE OF ORIGINAL COMPANY'S INTEREST IN PROJECT FACILITY

Original Company, in consideration of One and 00/100 Dollar (\$1.00), lawful money of the United States of America and other good and valuable consideration paid by New Company, does hereby grant and release unto New Company, its successors and assigns, all of Original Company's right, title and interest in and to the Project Facility ("Original Company's Interest") and Original Company covenants that New Company will enjoy the Original Company's Interest conveyed herein upon express condition that a certain ground lease between The Saratoga Hospital and Original Company dated as of April 26, 2012, a memorandum of which was recorded in the Saratoga County Clerk's Office on August 15, 2012 as Instrument No. 2012030198, as the same was amended by a First Amendment to Ground Lease dated as of June 1, 2012 and as was assigned to the Agency by way of the Assignment (the "Ground Lease"), be and remain in full force and effect without default or other termination as provided in the Ground Lease, and Original Company warrants Original Company's Interest being conveyed herein on the aforesaid condition.

SECTION 3. ASSIGNMENT AND ASSUMPTION.

The Original Company hereby assigns to the New Company, its successors and assigns, all of its right, title and interest, and delegates to the New Company all of its obligations and liabilities, under the Basic Documents. Effective as of the date hereof, the New Company hereby assumes and agrees to perform and observe all covenants, agreements and other obligations to be performed or observed by the Original Company under the Basic Documents on a going-forward basis. From this date forward, all references in the Basic Documents to "Assignor" or "Company" shall refer to and be deemed to refer to the New Company. Effective as of the date hereof, the Agency releases Original Company from all obligations under the Basic Documents.

SECTION 4. NEW COMPANY REPRESENTATIONS.

(A) The New Company is a not for profit corporation duly organized and in good standing under the laws of the State of New York and by all required corporate action has authorized the execution, delivery and performance of this Agreement.

(B) The execution and delivery and performance of this Agreement by the New Company will not (1) result in a breach of or conflict with any of the terms, conditions or

provisions of the New Company's certificate of incorporation or bylaws or any agreement, instrument, order or judgment to which the New Company is a party or by which the New Company is bound, constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon the Project Facility under the terms of any such instrument or agreement, (2) require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty or other agreement or instrument to which the New Company is a party or by which it or any of its Property may be bound or affected, or (3) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign), having jurisdiction over the New Company or any of the Property of the New Company.

SECTION 5. NO DEFAULTS.

(A) The Original Company hereby represents and warrants to the Agency and the New Company that as of the date of this Agreement there exists no event of default under the Basic Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under the Basic Documents. In making the representation immediately set forth above, the Original Company is relying, in part, on certifications from the subtenants located at the Project Facility in reporting information to the Agency during the term of the Basic Documents.

(B) Based solely upon representations made to it by the Original Company and Agency herein, the New Company hereby represents and warrants to the Agency that, immediately after giving effect to this Agreement, there exists no event of default under the Basic Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under the Basic Documents.

(C) Based solely upon representations made to it by the Original Company herein and to the best of its knowledge, the Agency hereby represents and warrants to the New Company that as of the date of this Agreement there exists no event of default under the Basic Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under the Basic Documents.

(D) Each of the Agency and the Original Company hereby represents and warrants to the New Company that the Basic Documents remain in full force and effect and have not been assigned, amended or modified.

SECTION 6. AMENDMENT OF AGENCY LEASE AGREEMENT.

(A) The following defined terms set forth in Section 1.1 of Article I of the Lease Agreement are hereby amended and restated in their entirety to read as follows:

- (i) "Lender" means The Adirondack Trust Company, its successors and assigns.

(ii) "Mortgage" means that certain Mortgage dated May 24, 2023 in the principal amount of Thirteen Million Eight Hundred Thousand and 00/100 Dollars (\$13,800,000.00) from the Lessor and the Company in favor of the Lender, as said Mortgage may be modified, supplemented, severed, replaced or amended from time to time.

(iii) "Tenant" means each of Healthcare Partners of Saratoga, Ltd., The Saratoga Hospital, Albany Medical Center Hospital, Albany Med Health System, Albany Medical College and Glens Falls Hospital.

(B) In Section 5.2 of the Lease Agreement, "August 10, 2030" is hereby deleted and replaced with "May 1, 2024".

(C) Section 12.2 of the Lease Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 12.2. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means (including overnight delivery) as shall provide the sender with documentary evidence of such delivery, or (B) delivery is refused by the addressee, as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE NEW COMPANY:

Healthcare Partners of Saratoga, Ltd.
211 Church Street
Saratoga Springs, New York 12866
Attention: President

WITH A COPY TO:

Jones Steves Grassi LLP
68 West Avenue
PO Box 4400
Saratoga Springs, New York 12866
Attention: Bruce D. Steves, Esq.

IF TO THE LESSOR

County of Saratoga Industrial Development Agency
Saratoga County Municipal Center
50 West High Street
Ballston Spa, New York 12020
Attention: Executive Director

WITH A COPY TO:

Lemery Greisler LLC
60 Railroad Place, Suite 502
Saratoga Springs, New York 12866
Attention: James A. Carminucci, Esq.

TO THE LENDER:

The Adirondack Trust Company
473 Broadway
Saratoga Springs, New York 12866
Attention: Commercial Loan Department

WITH A COPY TO:

Snyder, Kiley, Toohey, Corbett & Cox, LLP
P.O. Box 4367
160 West Avenue
Saratoga Springs, New York 12866
Attention: James Cox, Esq.

TO THE ORIGINAL COMPANY

Columbia HPS LLC
302 Washington Avenue Extension
Albany, New York 12203
Attention: Joseph R. Nicolla

A duplicate copy of each notice, certificate and other communication given hereunder by the Lessor or the Company shall be given to the Lender simultaneously with the delivery of same to the Company. The Lessor, the Company and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 7. AMENDMENT OF PAYMENT IN LIEU OF TAX AGREEMENT.

(A) The definition of the term "Eligible Subtenant" as defined in the Recitals of the Payment in Lieu of Tax Agreement is hereby amended and restated in its entirety to read as follows:

"Eligible Subtenant" shall mean each of Healthcare Partners of Saratoga, Ltd., The Saratoga Hospital, Albany Medical Center Hospital, Albany Med Health System, Albany Medical College and Glens Falls Hospital.

(B) Section 5.05 of the Payment in Lieu of Tax Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 5.05. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means (including overnight delivery) as shall provide the sender with documentary evidence of such delivery, or (B) delivery is refused by the addressee, as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE LESSOR

County of Saratoga Industrial Development Agency
Saratoga County Municipal Center
50 West High Street
Ballston Spa, New York 12020
Attention: Executive Director

WITH A COPY TO:

Lemery Greisler LLC
60 Railroad Place, Suite 502
Saratoga Springs, New York 12866
Attention: James A. Carminucci, Esq.

IF TO THE COMPANY:

Healthcare Partners of Saratoga, Ltd.
211 Church Street
Saratoga Springs, New York 12866
Attention: President

WITH A COPY TO:

Jones Steves Grassi LLP
68 West Avenue
PO Box 4400
Saratoga Springs, New York 12866
Attention: Bruce D. Steves, Esq.

SECTION 8. TITLE INSURANCE

New Company represents to the Agency that New Company has purchased an owner's policy of title insurance from First American Title Insurance Company (the "Title Company") effective as of the date of this Agreement which insures the tenant's interest in the Ground Lease held by the Agency pursuant to the Assignment with the expectation that, upon New Company's

acquisition of the Ground Lease from the Agency, the coverage purchased will be extended to New Company by way of an endorsement to the policy (the "Title Policy"). The Agency agrees to be the named insured under the Title Policy. Until such time as the Lease Agreement and Payment in Lieu of Tax Agreement are terminated and the Ground Lease is assigned by the Agency to the New Company, the Agency agrees as follows:

(A) On ten (10) days written notice from New Company (delivered in the manner required for notices under the Lease Agreement) stating New Company's reasonable belief that grounds exist to make a claim against the Title Policy, the Agency will (i) notify the Title Company of the claim in the form and manner requested by New Company and (ii) thereafter prosecute the claim, or grant New Company the authority to prosecute the claim on behalf of the Agency, as the Agency so elects, all at New Company's sole cost and expense including the payment by New Company of any attorneys' fees incurred by the Agency in connection therewith.

(B) The proceeds of any claim that is paid by the Title Company pursuant to the Title Policy shall belong to the New Company and not the Agency and if payment is made to the Agency, the Agency will pay over such funds to the New Company within ten (10) days of the receipt of the same.

SECTION 9. MISCELLANEOUS.

(A) This Agreement shall be binding upon and inure to the benefit of the Agency, the Original Company, and the New Company and their respective successors and assigns. Upon termination of the Lease Agreement in accordance with its terms, the Agency agrees to execute and deliver in favor of the New Company the Re-Assignment to Company and the Bill of Sale to the Company (each as defined in the Lease Agreement) accompanied by, if requested by the New Company, a quitclaim deed executed by the Agency and conveying to the New Company all of the right, title and interest of the Agency in and to any improvements constructed on the Land, in form and substance satisfactory to the Agency.

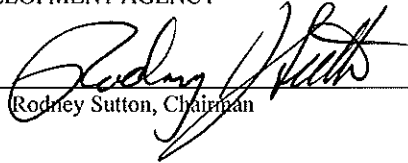
(B) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(C) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to its conflict of laws principles.

(D) The Original Company, in compliance with Section 13 of the Lien Law, covenants that the Original Company will receive 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 improvements to the Land and will apply same first to the payment of the cost of such improvements before using the total of same for any other purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Rodney Sutton, Chairman

COLUMBIA HPS LLC

By: _____
Name: _____
Title: _____

HEALTHCARE PARTNERS OF SARATOGA, LTD.

By: _____
Name: Peter G. Paige, M.D.
Title: Vice President

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

On the 23rd day of May in the year 2023, before me, the undersigned, personally appeared **Rodney Sutton**, 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/she 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.


Notary Public

JAMES A. CARMINUCCI
Notary Public, State of New York
Reg. No. 4864025-Saratoga County
Commission Expires 6/9/2026

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

On the ___ day of May in the year 2023, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of May in the year 2023, before me, the undersigned, personally appeared **Peter G. Paige, M.D.**, 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/she 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.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Rodney Sutton, Chairman

COLUMBIA HPS LLC

By: _____
Name: Joseph M. Costa
Title: General Manager

HEALTHCARE PARTNERS OF SARATOGA, LTD.

By: _____
Name: Peter G. Paige, M.D.
Title: Vice President

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

On the ____ day of May in the year 2023, before me, the undersigned, personally appeared **Rodney Sutton**, 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/she 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.

Notary Public

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

On the 12 day of May in the year 2023, before me, the undersigned, personally appeared Joseph Nicolle, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DEBRA J. LAMBEK
Notary Public, State of New York
02LA5032616
Qualified in Saratoga County
Commission Expires August 29, 2024

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

On the ____ day of May in the year 2023, before me, the undersigned, personally appeared **Peter G. Paige, M.D.**, 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/she 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.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Rodney Sutton, Chairman

COLUMBIA HPS LLC

By: _____
Name: _____
Title: _____

HEALTHCARE PARTNERS OF SARATOGA, LTD.

By: *P. Paige*
Name: Peter G. Paige, M.D.
Title: Vice President

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

On the ____ day of May in the year 2023, before me, the undersigned, personally appeared **Rodney Sutton**, 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/she 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.

Notary Public

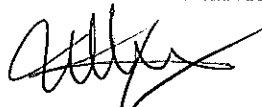
STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of May in the year 2023, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 2nd day of May in the year 2023, before me, the undersigned, personally appeared **Peter G. Paige, M.D.**, 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/she 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.



Notary Public

MATTHEW C. JONES
Notary Public, State of New York
No. 02JO6390209
Qualified in Albany County
Commission Expires 4-08-2027

SCHEDULE A

LAND DESCRIPTION

The unexpired term of the Lease dated as of April 26, 2012 between The Saratoga Hospital, as Landlord, and Columbia HPS, LLC, as Tenant, a Memorandum of which is recorded in the Saratoga County Clerk's Office August 15, 2012 as Instrument No. 2012030201 affecting the following premises.

All that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, lying Northerly of New York State Route 67 - Dunning Street (S.H. No. 5519) and West of the Adirondack Northway (1-87), and being more particularly bounded and described as follows:

COMMENCING at a point on the Northerly 1960 highway boundary of New York State Route 67 - Dunning Street (S.H. No. 5519) at its point of intersection with the division line between the lands now or formerly of The Saratoga Hospital as described in Instrument No. 2007038228 on the West and the lands now or formerly of Craig Maisenville and Linda L. Tanner as described in Book 1681 of Deeds at Page 712 on the East; thence from said point of commencement along said division line North 07 deg. 16 min. 36 sec. West 553.10 feet to a point; thence through the said lands now or formerly of The Saratoga Hospital North 16 deg. 27 min. 53 sec. West 419.55 feet to a point on the Easterly boundary of a 2.63 plus or minus acre access easement; thence continuing through the said lands of The Saratoga Hospital and along said Easterly boundary of a 2.63 plus or minus acre access easement the following two (2) courses: 1) in a Northerly direction along a curve to the left having a radius of 785.00 feet, an arc length of 10.16 feet and a chord bearing of North 07 deg. 06 min. 21 sec. West 10.16 feet to a point of tangency; and 2) North 07 deg. 28 min. 40 sec. West 190.56 feet to the point or place of beginning of the hereinafter described optional lease parcel and runs thence from said point of beginning through the said lands now or formerly of The Saratoga Hospital and along said Easterly boundary of a 2.63 plus or minus acre access easement North 07 deg. 28 min. 40 sec. West 212.86 feet to a point; thence through the said lands now or formerly of The Saratoga Hospital the following three (3) courses: 1) North 83 deg. 29 min. 32 sec. East 616.63 feet to a point; 2) South 06 deg. 30 min. 28 sec. East 212.83 feet to a point; and 3) South 83 deg. 29 min. 32 sec. West 613.03 feet to the point or place of beginning.

FOR INFORMATION ONLY, NOT INSURED: (containing 3.00 acres of land, more or less).

Together with, and subject to, the easements appurtenant to the premises pursuant to that certain Easement Agreement between The Saratoga Hospital and Columbia HPS LLC dated August 10, 2012 and recorded in the Saratoga County Clerk's Office on August 15, 2012 as Instrument No. 2012030199.

Together with, and subject, to the easements appurtenant to the premises pursuant to that certain (i) Three Acre Easement Agreement between The Saratoga Hospital and Columbia HPS, LLC, dated August 10, 2012 and recorded in the Saratoga County Clerk's Office on August 15, 2012 as Instrument No. 2012030200; (ii) the First Amended and Restated Three Acre Parcel Easement

Agreement by and among The Saratoga Hospital, Columbia HPS LLC and Saratoga Partners North Realty LLC dated September 30, 2019 and recorded October 18, 2019 as Instrument No. 2019029725; and (iii) the Supplement to the First Amended and Restated Three Acre Parcel Easement Agreement between Healthcare Partners of Saratoga Ltd. and Saratoga Partners North Realty LLC dated as of May 24, 2023 and recorded in the Saratoga County Clerk's Office simultaneously herewith.

The above described premises are more modernly bounded and described as follows:

All that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, lying Northerly of New York State Route 67 – Dunning Street (S.H. No. 5519) and West of the Adirondack Northway (1-87), and being more particularly bounded and described as follows:

COMMENCING at a point on the Northerly 1960 highway boundary of New York State Route 67 - Dunning Street (S.H. No. 5519) at its point of intersection with the division line between the lands now or formerly of The Saratoga Hospital as described in Instrument No. 2007038228 on the West and other lands now or formerly of The Saratoga Hospital as described in Instrument No. 2022025744 on the East; thence from said point of commencement along said division line North 07 deg. 16 min. 36 sec. West 553.10 feet to a point; thence through the said lands now or formerly of The Saratoga Hospital as described in Instrument No. 2007038228 North 16 deg. 27 min. 53 sec. West 419.55 feet to a point on the Easterly boundary of a 2.63+ acre access easement; thence continuing through the said lands of The Saratoga Hospital as described in Instrument

No. 2007038228 and along said Easterly boundary of a 2.63+ acre access easement the following two (2) courses: 1) in a Northerly direction along a curve to the left having a radius of 785.00 feet, an arc length of 10.16 feet and a chord bearing of North 07 deg. 06 min. 21 sec. West 10.16 feet to a point of tangency; and 2) North 07 deg. 28 min. 40 sec. West 190.56 feet to the point or place of beginning of the hereinafter described lease parcel and runs thence from said point of beginning through the said lands now or formerly of The Saratoga Hospital as described in Instrument No. 2007038228 and along said Easterly boundary of a 2.63± acre access easement North 07 deg. 28 min. 40 sec. West 212.86 feet to a point; thence through the said lands now or formerly of The Saratoga Hospital the following three (3) courses: 1) North 83 deg. 29 min. 32 sec. East 616.63 feet to a point; 2) South 06 deg. 30 min. 28 sec. East 212.83 feet to a point; and 3) South 83 deg. 29 min. 32 sec. West 613.03 feet to the point or place of beginning.

FOR INFORMATION ONLY, NOT INSURED: (Containing 3.00 acres of land more or less.)

Together with, and subject to, the easements appurtenant to the premises pursuant to that certain Easement Agreement between The Saratoga Hospital and Columbia HPS LLC dated August 10, 2012 and recorded in the Saratoga County Clerk's Office on August 15, 2012 as Instrument No. 2012030199.

Together with, and subject, to the easements appurtenant to the premises pursuant to that certain (i) Three Acre Easement Agreement between The Saratoga Hospital and Columbia HPS, LLC, dated August 10, 2012 and recorded in the Saratoga County Clerk's Office on August 15, 2012

as Instrument No. 2012030200; (ii) the First Amended and Restated Three Acre Parcel Easement Agreement by and among The Saratoga Hospital, Columbia HPS LLC and Saratoga Partners North Realty LLC dated September 30, 2019 and recorded October 18, 2019 as Instrument No. 2019029725; and (iii) the Supplement to the First Amended and Restated Three Acre Parcel Easement Agreement between Healthcare Partners of Saratoga Ltd. and Saratoga Partners North Realty LLC dated as of May 24, 2023 and recorded in the Saratoga County Clerk's Office simultaneously herewith.