

EXHIBIT "V"

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Final Omnibus Assignment and Assumption Agreement

This **OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "**Assignment**"), dated as of _____, 2014, by and between **DOWNSTATE AT LICH HOLDING COMPANY, INC.**, a New York not-for-profit corporation, having an office c/o SUNY Downstate Medical Center, 450 Clarkson Avenue, Brooklyn, New York 11203 ("**Assignor**") and **FPG COBBLE HILL ACQUISITIONS, LLC**, a Delaware limited liability company, having an office c/o Fortis Property Group, LLC, 45 Main Street, Suite 800, Brooklyn, New York 11201 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor has, as of this day, sold and conveyed to Assignee those certain premises more particularly set forth on Schedule "1" annexed hereto and made a part hereof (the "**Premises**") pursuant to a certain Purchase and Sale Agreement effective as of June 30, 2014, entered into with respect to the Premises between Assignor, as Seller, Assignee, as Purchaser, **NYU HOSPITALS CENTER**, a New York not-for-profit corporation, and for certain limited purposes **FORTIS PROPERTY GROUP, LLC**, a Delaware limited liability company (the "**Agreement**");

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to:

(a) any and all assignable licenses, permits, certificates, approvals, authorizations and variances issued to Assignor for, or with respect to, the Premises by any governmental or similar authority (collectively, the "**Licenses**") (for avoidance of doubt, the Licenses do not include any licenses, permits, certificates, approvals, authorizations and variances issued to the State University of New York in connection with its operation of health care facilities on the Premises); and

(b) any and all assignable guarantees and warranties for any real or personal property transferred with the Premises (but not including any licenses, permits, certificates, approvals, authorizations and variances issued to the State University of New York in connection with its operation of health care facilities on the Premises) (collectively, the "**Warranties**").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the date hereof, subject to the terms, covenants, conditions and provisions of the Licenses and the Warranties.

ASSIGNEE HEREBY ACCEPTS the foregoing Assignment, and assumes and agrees to perform all of the obligations of Assignor under the Licenses and the Warranties arising or becoming due and payable on and after the date hereof.

This Assignment is made without any covenant, warranty or representation by, or recourse against, Assignor of any kind whatsoever, except as hereinafter specifically set forth.

Assignee does hereby indemnify and agree to defend and hold both Assignor and the Seller's Affiliates (as such term is defined in the Agreement) harmless from and against any and all claims, liability, costs, charges, expenses, losses and fees (including, but not limited to, reasonable attorney's fees and disbursements) arising out of, resulting from, or related to Assignee's acts or omissions under, or in connection with, the Licenses or the Warranties on and after the date hereof.

This Assignment:

(i) shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns;

(ii) may be executed in counterparts, signed copies of which (or of the signed signature pages to which) may be transmitted by facsimile or e-mail, which transmittal shall be as fully valid, binding and effective as the delivery of originals; and

(iii) shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

ASSIGNOR:

**DOWNSTATE AT LICH HOLDING
COMPANY, INC.,**

a New York not-for-profit corporation

By: _____

Name:

Title:

ASSIGNEE:

FPG COBBLE HILL ACQUISITIONS, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

Schedule "1"
to
Omnibus Assignment
Premises