

# **EXHIBIT 21**

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
DOWNSTATE AT LICH HOLDING COMPANY, INC.**

The undersigned, being all of the members of the Board of Directors (the “**Board of Directors**”) of Downstate at LICH Holding Company, Inc., a New York not-for-profit corporation (the “**Corporation**”), in accordance with the certificate of incorporation and bylaws of the Corporation and acting pursuant to Section 708(b) of the Not-for-Profit Corporation Law of the State of New York, do hereby consent to and adopt the following resolutions, by written consent without a meeting, with full force and effect:

**WHEREAS**, the Corporation is a New York not-for-profit corporation located in Kings County, New York; and

**WHEREAS**, the State University of New York (“**SUNY**”) is the sole member of the Corporation; and

**WHEREAS**, this written consent without a meeting is being adopted by the Board of Directors to authorize and approve certain actions and the execution and delivery by the Corporation of certain documents in connection with the sale of all or substantially all of the assets of the Corporation as further described herein; and

**WHEREAS**, the Corporation previously entered into an Asset Purchase Agreement dated as of April 18, 2011 (the “**Asset Purchase Agreement**”), by and among the Corporation, the Long Island College Hospital (“**Old LICH**”), Continuum Health Partners, Inc. (“**Continuum**”) and SUNY for the purchase and sale of the assets of the hospital operated by Old LICH and other property; and

**WHEREAS**, pursuant to the Asset Purchase Agreement, on May 29, 2011 the Corporation acquired the physical assets comprising the hospital then operated by Old LICH (building and equipment), as well as certain other properties in the adjoining neighborhood (the “**LICH Portfolio**”); and

**WHEREAS**, in connection with its acquisition of the LICH Portfolio, the Corporation leased the hospital building and equipment previously operated by Old LICH and certain other property to SUNY pursuant to a Lease Agreement dated as of May 29, 2011 (the “**Lease Agreement**”), by and between the Corporation and SUNY, and SUNY thereafter operated the hospital, known as SUNY Downstate Medical Center at LICH (“**LICH**” or the “**Hospital**”), as

part of the University Hospital of Brooklyn of the State University of New York Health Science Center of Brooklyn (“**Downstate**”); and

**WHEREAS**, in accordance with Article VII Budget Bill: Health and Mental Hygiene (HMH) (S2606-D/A3006-D), Chapter 56 Part Q of the Laws of 2013-14, and pursuant to the authority provided by the Board of Trustees of the SUNY, the Chancellor of SUNY submitted a plan to restructure University Hospital of Brooklyn to achieve its continued fiscal viability while preserving its status as a teaching hospital, which plan was duly approved by the Commissioner of Health of the State of New York and the Director of the Division of Budget of the State of New York on June 13, 2013 (the “**Sustainability Plan**”); and

**WHEREAS**, the Sustainability Plan provided that Downstate must exit the operations of LICH as soon as possible; and

**WHEREAS**, a number of the current and former employees who work or worked at LICH are or were represented by 1199 SEIU United Healthcare Workers East (“**1199**”) for a bargaining unit of licensed physicians assistants, licensed practical nurses, health aides, technical, support, administrative and clerical and similarly situated employees, and by the New York State Nurses Association (“**NYSNA**”) for a bargaining unit of registered nurses, nurse practitioners and nurse midwives; and

**WHEREAS**, during the period that Continuum owned and operated Old LICH, a number of the physicians with privileges at Old LICH engaged counsel to discuss various operational issues with Continuum, and these physicians formed an entity known as Concerned Physicians for LICH, LLC (“**CPL**”); and

**WHEREAS**, 1199, NYSNA and CPL opposed the closure of LICH; and

**WHEREAS**, a number of community groups and community representatives opposed the closure of LICH; and

**WHEREAS**, certain litigation was brought by 1199, NYSNA, the community groups and community representatives in the Supreme Court of the State of New York, County of Kings, styled Boerum Hill Association, et al., vs. State University of New York, et al. (Index Number 13007/13), New York State Nurses Association, et al., vs. New York State Department of Health, et al. (Index Number 5814/13), and additional proceedings affecting the proposed closure of LICH were recommenced, styled In the Matter of the Application of The Long Island College Hospital (Index Number 9188/2011); and

**WHEREAS**, in settlement of the aforesaid litigation, SUNY and all other parties thereto entered into a certain Stipulation and Proposed Order that was filed with the Kings County

Clerk's Office on February 25, 2014 (the "**Stipulation**"), which Stipulation was "so ordered" by Justices Johnny Lee Baynes and Carolyn Demarest; and

**WHEREAS**, pursuant to the Stipulation, SUNY was authorized and directed to issue a request for proposals from qualified parties to provide, or to arrange to provide, health care services at the LICH campus, consistent with the medical services described in the RFP and consistent with the health care needs of the community, and to purchase the LICH Portfolio; and

**WHEREAS**, pursuant to the Stipulation, SUNY was authorized to discontinue providing medical services at LICH at any time on or after May 22, 2014; and

**WHEREAS**, in accordance with the Stipulation, SUNY issued its Request for Proposal X-002654 dated February 26, 2014, titled "HealthCare Services at LICH and Purchase of Property" (the "**RFP**"); and

**WHEREAS**, Fortis Property Group, LLC ("**Fortis**") is the Successful Offeror (as defined in the RFP); and

**WHEREAS**, a special purpose entity formed by Fortis (the "**Purchaser**") and the Corporation negotiated and executed on June 30, 2014, a Purchase and Sale Agreement which was amended and restated by that certain First Amended and Restated Purchase and Sale Agreement (as so amended and restated, the "**PSA**") providing for the sale of the LICH Portfolio, comprising substantially all of the real and personal property of the Corporation (other than certain Excluded Property as defined in the PSA) (the "**Property**") to the Purchaser with a parcel of real property to be conveyed to NYU Hospitals Center ("**NYUHC**") and for the provision of healthcare services by NYUHC at the LICH campus (the "**Transaction**"); and

**WHEREAS**, the Corporation and SUNY entered into a Second Amended and Restated Grant and Distribution Agreement effective as of June 30, 2014 (as so amended and restated, the "**Grant Distribution Agreement**") pursuant to which the Corporation will distribute to SUNY, its sole member, substantially all of the proceeds received upon the sale of the Property to the Purchaser pursuant to the PSA; and

**WHEREAS**, it is contemplated that, upon the sale of the Property and the distribution of the proceeds thereof, and following a wind-down period, the Corporation will be dissolved; and

**WHEREAS**, pursuant to the New York Not-For-Profit Corporation Law, the Corporation will be required to obtain the approval of the Transaction from the Charities Bureau within the Office of the New York State Attorney General (the "**Charities Bureau**") and/or the Supreme Court of the State of New York (the "**Supreme Court**"); and

**WHEREAS**, pursuant to the New York State Finance Law and the New York State Education Law, the Corporation was required to obtain the approval of the Transaction from the New York State Attorney General (the “**AG**”) and the Office of the State Comptroller (“**OSC**”) and received such approvals on October 28, 2014; and

**WHEREAS**, the Board of Directors of the Corporation believes that the Transaction and the distribution of substantially all of the proceeds from the Transaction to SUNY pursuant to the Grant Distribution Agreement are in the best interests of the Corporation; and

**WHEREAS**, the Corporation and SUNY entered into a First Amendment to the Lease Agreement on June 30, 2014 (the “**Lease Amendment**”) which provides that the Corporation and SUNY may terminate the Lease in whole or in part at any time by mutual consent; and

**WHEREAS**, the Corporation and SUNY intend to terminate the Lease Agreement with respect to such portions of the Property as will be conveyed to Purchaser or NYUHC immediately prior to the conveyance of such portions of the Property and then to terminate the Lease Agreement in whole immediately prior to the final closing of the sale of the Property to the Purchaser; and

**WHEREAS**, pursuant to the PSA, NYUHC began providing healthcare services at LICH commencing on October 31, 2014 (the “**ED Commencement Date**”); and

**WHEREAS**, in order to enable NYUHC to provide such health care services prior to the final closing of the sale of the Property to the Purchaser, SUNY entered into a First Amended Medical Facility Sublease with the Corporation on June 30, 2014 to allow the Corporation to enter into a lease (the “**Amended Interim Lease**”), pursuant to which the Corporation leased the Premises (as defined therein) to the Purchaser, and the Purchaser, in turn, subleased the Premises (or a portion thereof) to NYUHC, which began to provide emergency department services on the Premises on the ED Commencement Date; and

**WHEREAS**, SUNY submitted, and received approval from the New York State Department of Health (“**DOH**”) of, a closure plan permitting SUNY to close LICH on May 22, 2014 (the “**Closure Plan**”); and

**WHEREAS**, in order to promote the continuity of care on the LICH premises, SUNY voluntarily amended its Closure Plan and agreed to maintain the operation of its emergency department (the “**SUNY ED**”) on the LICH campus until the ED Commencement Date, DOH approved the amended Closure Plan, and the Purchaser agreed, pursuant to the PSA, to pay substantially all of SUNY’s and the Company’s losses arising from the operation of the SUNY ED incurred from May 23, 2014 through August 31, 2014 (subject to certain credits); and

**WHEREAS**, with the approval of DOH, SUNY closed the SUNY ED and fully and finally exited the operation of healthcare services at LICH other than certain laboratory services as of the ED Commencement Date and exited from the laboratory services on or about December 31, 2014; and

**WHEREAS**, the Corporation proposes to sell substantially all of its assets to the Purchaser pursuant to the PSA, and these assets include (to the extent assignable and/or permitted by law) all real property owned by the Corporation and all personal property, including all furniture, fixtures, equipment, machinery, materials, and other personal property of any kind or nature owned by Petitioner as of June 30, 2014, but excluding the following: (a) all items described in Schedule “C” to the PSA (most of which are equipment owned by clinical departments of Downstate that neither FPG nor NYUHC needs and that Petitioner and Downstate wished to retain to be used by Downstate’s clinical departments); (b) stolen personal property no longer in Petitioner’s possession; and (c) obsolete personal property, as defined in the PSA; and

**WHEREAS**, the Corporation’s real estate assets, including the four core hospital buildings known as the Fuller Pavilion, the Othmer Pavilion, the Henry Street Building, and the Polak Pavilion, as well as various non-core properties, will be transferred pursuant to the trifurcated closing schedule set forth in the PSA (consisting of (1) the “**Initial Closing**”; (2) the “**New Medical Site Closing**”; and (3) the “**Final Closing**”); and

**WHEREAS**, the Corporation will convey the eastern portion of the Othmer Pavilion property, as well as the Hospital’s garage and all non-Hospital properties owned by the Corporation, to Purchaser at the Initial Closing; and

**WHEREAS**, Purchaser will demolish the Fuller Pavilion building and the Othmer Pavilion building, and once demolition is complete and certain other conditions are met, the New Medical Site Closing will occur, at which time the Corporation will convey the fully cleared New Medical Site (comprised of the Fuller Pavilion property and the western portion of the Othmer Pavilion property) to NYUHC, which will then commence construction, at its sole expense, of a “**New Medical Building**” on the New Medical Site; and

**WHEREAS**, the New Medical Building will be the permanent location for an emergency department, an ambulatory surgery center, certain cancer center services, and other medical services, in each case to be operated by NYUHC and/or other healthcare providers, and once the New Medical Building is complete, it may not be used for any purpose other than the delivery of health services for 20 years; and

**WHEREAS**, during construction of the New Medical Building, the Corporation will continue to own the Henry Street Building and the Polak Pavilion (collectively, the “**Final**

**Closing Premises**”), but a portion of those premises will continue to be leased by the Corporation to the Purchaser, and then subleased from the Purchaser to NYUHC, so that NYUHC can continue to operate its interim emergency department in those remaining Hospital buildings until the New Medical Building is complete; and

**WHEREAS**, once the New Medical Building is complete, NYUHC will move its healthcare operations to the New Medical Building, the Amended Interim Lease and the Interim Sublease will terminate, and the Final Closing will occur, at which time the Final Closing Premises will be conveyed to Purchaser; and

**WHEREAS**, upon and after the Final Closing, Purchaser (collectively along with any special purpose entities established by Purchaser) will own the entire LICH Portfolio other than the New Medical Site where the New Medical Building will be constructed and which will be owned by NYUHC;

**WHEREAS**, the Initial Closing is scheduled to occur on or around April 30, 2015, if final approvals are obtained by that date, the New Medical Site Closing is scheduled to occur no later than June 30, 2016, but the parties hope and expect that it will occur much earlier, and the Final Closing is scheduled to occur no later than 36 months after the New Medical Site Closing; and

**WHEREAS**, total cash consideration to be received by the Corporation for the assets of the Corporation is \$240,000,000; and

**WHEREAS**, a ten percent (10%) downpayment of \$24,000,000 was paid by Purchaser on June 30, 2014, and a second downpayment of \$2,000,000 is payable to the Corporation if Purchaser’s lender requires certain minimal soil and other testing at the LICH site; and

**WHEREAS**, approximately \$118,000,000 of the \$240,000,000 in sale proceeds will be used to defease the PIT Bond debt associated with the LICH Portfolio (the “**PIT Bond Defeasance Amount**”); and

**WHEREAS**, at the Initial Closing, Purchaser will pay half of the total consideration for the LICH assets, or \$120,000,000, less all of the following (a) half of the downpayment, or \$12,000,000; (b) the \$2,000,000 additional downpayment, if Purchaser has paid this additional downpayment prior to the Initial Closing; and (c) the PIT Bond Defeasance Amount, if Purchaser is required to and has paid the PIT Bond Defeasance Amount prior to the Initial Closing; and

**WHEREAS**, at the Final Closing, a last payment of \$108,000,000 will be made to the Corporation equaling the remaining half of the total Purchase Price (\$120,000,000), less the remaining half of the downpayment (\$12,000,000); and

**WHEREAS**, if the amount owed by Purchaser at the Initial Closing is a negative number, the negative amount will be credited to the amount that Purchaser will otherwise pay at the Final Closing; and

**WHEREAS**, there has been presented to the undersigned forms of the following documents: (1) the PSA; (2) the Lease Amendment; (3) the Grant Distribution Agreement; (4) the Medical Facility Sublease; and (5) the Amended Interim Lease (collectively, the “**Transaction Documents**”).

**NOW, THEREFORE, BY THE BOARD OF DIRECTORS, AS FOLLOWS, BE IT:**

**I. RATIFICATION OF PRIOR ACTIONS**

**RESOLVED**, that all actions (not inconsistent with the provisions hereof) heretofore taken by members of the Board of Directors, officers, or agents of the Corporation in connection with the Transaction and the other transactions contemplated by the Transaction Documents, shall be, and the same hereby are, ratified, approved, authorized, and confirmed.

**II. APPROVAL OF THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE CORPORATION**

**RESOLVED**, that the Board of Directors has determined that it is necessary and convenient to the conduct, promotion and attainment of the Corporation’s business and it is in the best interests of the Corporation for the Corporation to enter into, and consummate, the transactions contemplated by the Transaction Documents, including the sale of all or substantially all of the assets of the Corporation; and

**FURTHER RESOLVED**, that the Board hereby approves the Corporation filing any notices, applications and petitions and seeking any consents that may be required in connection with the Transaction Documents and the transactions contemplated therein, including without limitation seeking approval of the Transaction from Charities Bureau and the Supreme Court; and

**FURTHER RESOLVED**, that the Board of Directors hereby approves (i) the sale of all or substantially all of the assets of the Corporation pursuant to the PSA; and (ii) the other transactions contemplated by the Transaction Documents and herein.



### **III. APPROVAL OF, AND AUTHORIZATION TO EXECUTE, TRANSACTION DOCUMENTS**

**RESOLVED**, that the Transaction Documents in substantially the respective forms presented to the Board of Directors are hereby in all respects approved, subject to such later amendments as the Authorized Representatives (as defined herein) deem prudent; and

**FURTHER RESOLVED**, that the President of the Corporation, the Vice President and Secretary of the Corporation, and the Treasurer of the Corporation (each an “**Authorized Representative**”) are each hereby designated as Authorized Representatives and authorized and directed individually in such respective capacities, to effectuate the transactions contemplated herein and in the Transaction Documents, with such later amendments therein as such Authorized Representatives shall approve (including without limitation changes in dates and amounts necessary to conform such documents to the final terms as approved by an Authorized Representative), such approval to be conclusively, but not exclusively, evidenced by their execution and delivery thereof.

### **IV. INCIDENTAL ACTION**

**RESOLVED**, that the Authorized Representatives and other corporate officers as their offices may require are each hereby authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver such other documents, agreements, deeds, undertakings, instruments and certificates, and to take such other actions, to perform all acts and deeds, and to ratify, certify, file and record such additional documents, agreements, undertakings instruments, and certificates, and any and all amendments, supplements, modifications, extensions, restatements, renewals, and replacements of the foregoing, as may be necessary or appropriate in order to (i) implement the provisions hereof, (ii) effectuate the delivery of the Transaction Documents, the performance of the Corporation’s obligations thereunder, and the consummation of the transactions contemplated thereby, and (iii) appoint such agents to act on behalf of the Corporation as such Authorized Representatives may deem necessary or appropriate to comply with the requirements of the agreements approved by the foregoing resolutions; and

**FURTHER RESOLVED**, that notwithstanding any other provisions of the foregoing resolutions, each of the Authorized Representatives is hereby authorized to make or approve such revisions in such documents as may be necessary or convenient to carry out or assist in carrying out the purposes hereof.

**V. REPEALER**

**RESOLVED**, that all bylaws, orders and resolutions, or parts thereof, inconsistent with the foregoing resolutions are hereby repealed to the extent only of such inconsistency; and

**FURTHER RESOLVED**, that this repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.


**VI. EFFECTIVE DATE**

**RESOLVED**, that this Unanimous Written Consent shall take effect immediately upon its approval and execution by the undersigned.

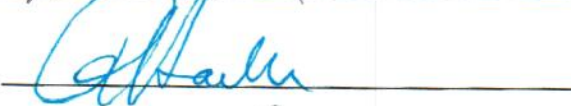
**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have executed this Consent this 1st day of April, 2015.

By: Melanie Gehen, Director

  
\_\_\_\_\_

By: Robert Haelen, Director

  
\_\_\_\_\_

By: Stephanie Fagnoli, Director

  
\_\_\_\_\_