

L120020

28100

DOWNSTATE AT LICH HOLDINGS COMPANY, INC.

Lessor

and

THE STATE UNIVERSITY OF NEW YORK

Lessee

FIRST AMENDMENT TO LEASE

Dated June 30, 2014

The Properties affected by the within instrument lies in the
Borough of Brooklyn, County of Kings, City and State of New York

Address of Properties: 339-357 Hicks Street, a/k/a 70-78 Atlantic Avenue a/k/a 320-326 Henry Street a/k/a/ 67-105 Pacific Street Othmer and Fuller Pavilion, Brooklyn, New York; 328-346 Henry Street a/k/a 79-113 Amity Street a/k/a 359-377 Hicks Street a/k/a 68-106 Pacific Street - Polak Pavilion, Brooklyn, New York; 348-352 Henry Street a/k/a 100-108 Amity Street - Polhemus Building, Brooklyn, New York; 347-353 Henry Street a/k/a 115-121 Amity Street, Brooklyn, New York; 112 Pacific Street, Brooklyn, New York; 74 Amity Street a/k/a 379-383 Hicks Street, Brooklyn, New York; 78 Amity Street, Brooklyn, New York; 82 Amity Street, Brooklyn, New York; 86 Amity Street, Brooklyn, New York; 88-94 Amity Street, Brooklyn, New York; 385-389 Hicks Street, Brooklyn, New York; 113 Congress Street, Brooklyn, New York; 350-352 Hicks Street - Parking Garage, Brooklyn, New York; 43 Columbia Place, Brooklyn, New York; 184 Sterling Place, Brooklyn, New ; 336 Flatbush Avenue, Brooklyn, New York; 76 Amity Street, Brooklyn, New York; 339-357 Hicks Street a/k/a 70-78 Atlantic Avenue a/k/a 320-326 Henry Street a/k/a 67-105 Pacific Street, Brooklyn, New York Cobble Court Condominium, 124-134 Atlantic Avenue (a/k/a 121-125 Pacific Street), Brooklyn, New York

Block: 259, Lot: 8;

Block: 282, Lot: 50;

Block: 284, Lot: 1;

Block 285, Lot 1001;

Block: 290, Lot: 13;

Block: 291, Lots: 1 and 8;

Block: 295, Lots: 3, 7, 8, 9, 11, 13, 14, 21 and 38,

Block 1058, Lots: 28 and 30,

on the Tax Map for the Borough of Brooklyn, County of Kings, City and State of New York.

Record and Return to:

Cozen O'Connor
277 Park Avenue
New York, New York 10172
Attention : Marc S. Intriligator, Esq.

L120020

28100

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “*Amendment*”) effective as of the 30th day of June, 2014 by and between **DOWNSTATE AT LICH HOLDING COMPANY, INC.**, a not-for-profit corporation duly organized and validly existing under the laws of the State of New York (“*Lessor*”), and **THE STATE UNIVERSITY OF NEW YORK**, an educational corporation created and existing under the laws of the State of New York, acting through its Health Sciences Center at Brooklyn (“*Lessee*”). Lessee and Lessor are each individually referred to herein as a “*Lease Party*” and collectively referred to as the “*Parties*.”

RECITALS

A. Lessor and Lessee entered into that certain Lease Agreement dated May 29, 2011 (as amended, the “*Lease*”), with respect to the real property designated as Block: 259, Lot: 8; Block: 282, Lot: 50; Block: 284, Lot: 1; Block 285, Lot 1001; Block: 290, Lot: 13; Block: 291, Lots: 1 and 8; Block: 295, Lots: 3, 7, 8, 9, 11, 13, 14, 21 and 38, Block 1058, Lots: 28 and 30, on the Tax Map for the Borough of Brooklyn, County of Kings, City and State of New York (individually, a “*Property*” and collectively, the “*Properties*”). Such real property is more particularly described on Exhibit A attached hereto and by this reference made a part hereof. The Lease was recorded in the Office of the City Register of Kings County (the “*City Register’s Office*”) on June 17, 2011 as CRFN 2011000215014.

B. Lessor and Lessee presently desire to amend the Lease to allow the parties thereto to terminate the Lease in its entirety or from time to time with regard to one or more of the Properties upon mutual written agreement to so act, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Amendment. Capitalized terms used but not otherwise defined in this Amendment shall have the same meanings given to such terms in the Lease, unless otherwise specifically indicated or unless the context clearly indicates to the contrary.

2. **Right to Terminate in Whole or in Part.** Should any Lease Party desire to terminate the Lease from time to time, either with regard to one or more (but not all) of the Properties or with regard to all of the Properties then leased to Lessee under and pursuant to the Lease (as the case may be), such Lease Party (“*Initiating Party*”) may notify the other Lease Party (the “*Receiving Party*”) in writing delivered in accordance with the terms of the Lease of such desire to so terminate the Lease (any such notice, a “*Termination Notice*”). Following receipt of a Termination Notice, the Parties may, by mutual execution of the Termination of Lease Agreement and Waiver attached hereto as Exhibit B, terminate the Lease in whole or in part (as applicable) and waive certain rights thereunder. If the Lease shall be terminated in part,

and if any Base Rentals shall then be payable by Lessee to Lessor thereunder, the Parties shall agree in writing upon an equitable allocation and reduction of the Base Rentals based upon the aggregate rentable square foot areas of the Properties as of the date of this Amendment and the aggregate rentable square foot areas of the Properties as to which the Lease is terminated.

3. **No Assignment or Subletting.** Notwithstanding the provisions of Section 8.4 of the Lease, the consent of Lessor, OAG, OSC and DASNY shall be required with regard to any subleasing of all or a portion of the Leased Property. No subleasing by Lessee of all or any portion of the Leased Property shall have any force or effect unless and until the prior written consent of Lessor, OAG, OSC and DASNY shall be given thereto. Lessor hereby consents to the subletting of a portion of the Leased Property by Sublessee to Sublessor pursuant to that certain Medical Facility Sublease dated June 30, 2014, as amended and restated by that certain First Amended and Restated Medical Facility Sublease dated contemporaneously with this Amendment.

4. **Recordation of Lease Amendment.** Promptly after the execution and delivery of this Amendment and the receipt of all approvals required under Section 8, Lessor shall cause this Amendment to be duly recorded in the City Register's Office.

5. **Entire Agreement.** The Lease and this Amendment (including any Exhibits and Schedules to the Lease and to this Amendment) represent the entire agreement between the parties thereto.

6. **Benefit and Binding Effect.** This Amendment shall be binding upon, and inure to the benefit of, the Parties and their legal representatives, successors and permitted assigns.

7. **Standard SUNY Provisions; Priority of Application.** The provisions set forth in Exhibit C (referred to therein as Exhibit A: Standard Contract Clauses) are expressly incorporated by reference herein as if set forth herein. In the event of any conflict between the terms and conditions set forth in this Amendment and in the Lease, the following order of precedence shall apply: (1) Exhibit C to this Amendment; then (2) this Amendment and the other Exhibits hereto; then (3) the Lease and the other Exhibits and Schedules thereto.

8. **Approval of New York Oversight Agencies and DASNY.** The Parties hereby acknowledge and agree that this Amendment is subject to the approval of OAG, OSC, DOB and DASNY, and this Amendment shall not be valid and enforceable until such approvals are given. The Parties further acknowledge and agree that this Amendment shall not be effective until it has been fully executed and approved by all applicable regulatory agencies, including OAG, OSC, and DOB and approved by DASNY.

9. **Waiver; Amendment.** No failure to exercise, and no delay in exercising, any right or power under this Amendment shall operate as a waiver thereof. No modification or amendment of this Amendment shall be valid and binding, unless it is by execution by the Parties of a subsequent document in the same manner and with the same approvals as this Amendment is executed, subject to receipt of the applicable Governmental Approvals and the approval of DASNY.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute but one agreement. Faxed or emailed signatures shall have the same binding effect as original signatures.

11. Ratification. Except as modified by this Amendment, the Lease shall otherwise remain unmodified and in full force and effect. The Parties ratify and confirm the terms of the Lease as modified by this Amendment. Lessee certifies that, to its knowledge, it currently has no offsets, defenses, or claims with respect to its obligations under the Lease. Lessor hereby certifies that, to its knowledge, it currently has no claims, and knows of no outstanding default, with respect to Lessee's obligations under the Lease. All references to the Lease shall mean the Lease as modified by this Amendment.

[Signatures begin at the top of the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date and year first above written.

AGENCY CODE: 28100

CONTRACT NUMBER L120020

Agency Certification:

“In addition to the acceptance of this contract, I also certify that original copies of the signature page will be attached to all other exact copies of this contract.”

THE STATE UNIVERSITY OF NEW YORK,
as Lessee

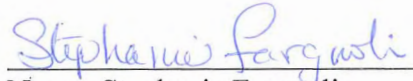
By:



Name: Robert Haelen
Title: Vice Chancellor

DOWNSTATE AT LICH HOLDING
COMPANY, INC., as Lessor

By:



Name: Stephanie Fargnoli
Title: Vice President and Secretary

[Signature Page to First Amendment to Lease]

AGENCY CODE: 28100

CONTRACT NUMBER L120020

Approval as to Form

Eric T. Schneiderman
Attorney General

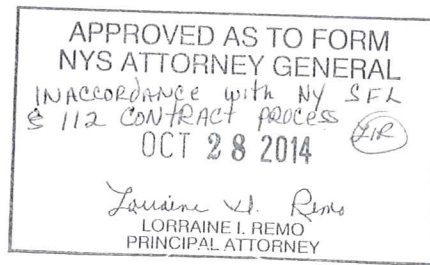
By: _____
Name: _____
Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller



By: _____
Name: _____
Date: _____



Approved:

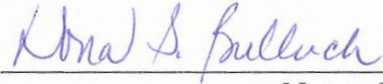
Robert L. Megna
Director of the Division of the Budget

By: *Robert L. Megna*
Name: _____
Date: *10/24/14*

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

On the 23 day of October, 2014, before me, the undersigned, personally appeared Robert Haelen, 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 he acknowledged to me that he executed the same in his capacity described thereon, and that by his signature upon the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

DONA S. BULLUCK
 Notary Public, State of New York
 No. 02BU6093177
 Qualified in Albany County
 Commission Expires June 2, 2015

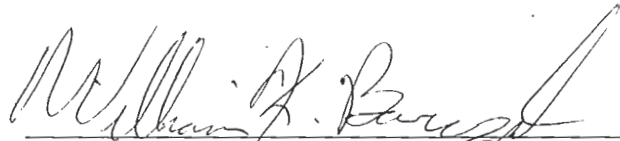


 Notary Public

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

On the 24th day of October, 2014, before me, the undersigned, personally appeared Stephanie Fagnoli, 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 she acknowledged to me that she executed the same in her capacity described thereon, and that by her signature upon the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

WILLIAM K. BARCZAK
 Notary Public, State of New York
 No. 4999971
 Qualified in Schenectady County
 Commission Expires Aug. 3, 2018



 Notary Public

Exhibit A**LEGAL DESCRIPTIONS****Parcel A**

**Fuller Pavilion
339-357 Hicks Street and 70-76 Atlantic Avenue
Brooklyn, New York**

**Othmer Pavilion
91-95 Pacific Street
Brooklyn, New York**

Block 284, Lot 1 on the Tax Map of the Borough of Brooklyn

Sub-Parcel 1:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Atlantic Avenue with the easterly side of Hicks Street;

RUNNING THENCE easterly along the southerly side of Atlantic Avenue 135 feet 3 inches;

THENCE southerly and parallel with the easterly side of Hicks Street and part of the distance through a party wall, 90 feet;

THENCE easterly and parallel with the southerly side of Atlantic Avenue, 128 feet 9 inches;

THENCE southerly and parallel with the easterly side of Hicks Street, 140 feet to the southerly side of former Pacific Street;

THENCE westerly along the southerly side of former Pacific Street, 264 feet to the easterly side of Hicks Street;

THENCE northerly along the easterly side of Hicks Street, 230 feet to the point or place of **BEGINNING**.

Sub-Parcel 2:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of former Pacific Street 90 feet from the corner formed by the intersection of the southerly side of former Pacific Street and the westerly side of Henry Street;

RUNNING THENCE westerly along the southerly side of former Pacific Street, 50 feet to a point;

THENCE northerly and parallel with the easterly side of Hicks Street 140 feet to a point;

THENCE easterly and parallel with the southerly side of former Pacific Street 50 feet to a point; and

THENCE southerly and parallel with the easterly side of Hicks Street, 140 feet to the point or place of **BEGINNING**.

Sub-Parcel 3:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Pacific Street with the westerly side of Henry Street;

RUNNING THENCE northerly along the westerly side of Henry Street, 140 feet;

THENCE westerly and parallel with former Pacific Street, 90 feet;

THENCE southerly parallel with Henry Street, 140 feet to the southerly side of former Pacific Street;

THENCE easterly along the southerly side of former Pacific Street 90 feet to the point or place of **BEGINNING**.

Parcel B

**Henry Street Building
97 Amity Street and 340 Henry Street
Brooklyn, New York**

**Polak Pavilion
363 Hicks Street
Brooklyn, New York**

Block 290, Lot 13 on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Henry Street as physically opened with the southerly side of Pacific Street (as it formerly existed);

RUNNING THENCE westerly along the southerly side of Pacific Street 404 feet to the easterly side of Hicks Street;

THENCE southerly along the easterly side of Hicks Street, 200 feet to the northerly side of Amity Street;

THENCE easterly along the northerly side of Amity Street, 404 feet to the westerly side of Henry Street;

THENCE northerly along the westerly side of said Henry Street, 200 feet to the corner, the point or place of **BEGINNING**.

Parcel C

**349 Henry Street and
115 Amity Street
Brooklyn, New York**

Block 291, Lot 1, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Amity Street with the easterly side of Henry Street;

RUNNING THENCE northerly along the easterly side of Henry Street, 100 feet;

THENCE easterly parallel with Amity Street, 115 feet 4 inches;

THENCE southerly and again parallel with the easterly side of Henry Street a distance of 100 feet to a point on the northerly side of Amity Street;

THENCE westerly along the northerly side of Amity Street, 115 feet 4 inches to the corner, the point or place of **BEGINNING**.

Parcel D

350-352 Hicks Street

Block 282, Lot 50, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Atlantic Avenue with the westerly side of Hicks Street;

RUNNING THENCE southerly along the westerly side of Hicks Street, a distance of 190.00 feet;

RUNNING THENCE westerly parallel with Atlantic Avenue, along a line which forms an angle of 90 degrees 11 minutes 14 seconds on its northerly side with the westerly side of Hicks Street, a distance of 127.53 feet to the easterly side of the Brooklyn-Queens Expressway;

RUNNING THENCE northerly along the easterly side along the Brooklyn-Queens Expressway along a curve to the right having a radius of 351.50 feet, a distance of 111.83 feet to a point of compound curve;

RUNNING THENCE northerly along the southerly side of the Brooklyn-Queens Expressway, along a curve to the right having a radius of 101.33 feet, a distance of 96.18 feet to a point on the southerly side of Atlantic Avenue;

RUNNING THENCE easterly along the southerly side of Atlantic Avenue, a distance of 89.41 feet to the point and place of **BEGINNING**.

Parcel E

**43 Columbia Street
Brooklyn, New York**

Block 259, Lot 8, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Columbia Street (now known as Columbia Place) distant 156 feet 4 inches northerly from the corner formed by the intersection of the northerly side of State Street and the easterly side of Columbia Street;

RUNNING THENCE easterly parallel with or nearly so with the northerly side of State Street and along the southerly side of land now or late belonging to George Knoblach, 70 feet;

THENCE southerly parallel with the easterly side of Columbia Street, 30 feet;

THENCE westerly parallel with or nearly so with the northerly side of State Street, 70 feet to the easterly side of Columbia Street;

THENCE northerly along the easterly side of Columbia Street, 30 feet to the point or place of **BEGINNING**.

Parcel F

**The Commercial Unit
Cobble Hill Condominium
124-134 Atlantic Avenue
Brooklyn, New York**

Block 285, Lot 1001, on the Tax Map of the Borough of Brooklyn

THE CONDOMINIUM UNIT (the "*Unit*") in the building (the "*Building*") known as Cobble Court Condominium and by the Street Number 124-134 Atlantic Avenue and 121-125 Pacific Street, County of Kings, State of New York, said Unit being designated and described as the Commercial Unit in a Declaration dated August 18, 1983 made by APCO Manufacturing, Corp., pursuant to Article 9-B of the Real Property Law of the State of New York, establishing a Plan for condominium ownership of the Building and the land (the "*Condominium Land*") upon which the Building is situate (the Condominium Land is more particularly described below), which Declaration was recorded in the Kings County Register's Office on July 3, 1984, in Reel 1523, Page 258 (the "**Declaration**"). The Unit is also designated as Tax Lot 1001 in Block 285 of the County of Kings on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by Richard T. Banks, Architect, and filed with the Real

Property Assessment Department on July 3, 1984 as Condominium Plan No. 11 and also filed in the Kings County Register's Office on July 3, 1984 as Condominium Map No. 4430 (the "*Floor Plans*").

TOGETHER with an undivided 39.64% interest in the Common Elements (as such term is defined in the Declaration).

TOGETHER with the appurtenances and all the estates and rights of the Grantor in and to the Unit.

TOGETHER with, and **SUBJECT** to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, Floor Plans and the By-Laws of Cobble Court Condominium, as the same may be amended from time to time, all of which shall constitute covenants running with the Condominium Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

The Condominium Land is situated in the County of Kings, City and State of New York, as more fully described in the Declaration, and is more particularly described as follows:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Atlantic Avenue, distant 134 feet 4 inches easterly from the corner formed by the intersection of the southerly side of Atlantic Avenue and the easterly side of Henry Street;

RUNNING THENCE southerly and parallel with Henry Street, as widened, and part of the distance through a party wall, 80 feet;

THENCE easterly parallel with Atlantic Avenue, 20 feet 4 3/8 inches;

THENCE southerly and parallel with Henry Street, as widened, and part of the distance through a party wall, 100 feet to the northerly side of Pacific Street;

THENCE easterly and along the northerly side of Pacific Street, 64 feet 0 3/8 inches;

THENCE northerly and at right angles to Pacific Street and part of the distance through a party wall, 100 feet;

THENCE easterly and parallel with Pacific Street, 25 feet 11 1/4 inches;

THENCE northerly parallel with Henry Street, as widened, 9 feet 10 inches;

THENCE easterly parallel with Pacific Street, 0 feet 8 1/2 inches;

THENCE northerly parallel with Henry Street, as widened, 15 feet 1 1/2 inches;

THENCE westerly parallel with Pacific Street, 0 feet 8 1/2 inches;

THENCE northerly parallel with Henry Street, as widened, 55 feet 1 1/2 inches to the southerly side of Atlantic Avenue;

THENCE westerly along the southerly side of Atlantic Avenue, 110 feet 1 inch to the point or place of **BEGINNING**.

Parcel G

**112 Pacific Street
Brooklyn, New York**

Block 291, Lot 8, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Pacific Street and the easterly side of Henry Street as said Henry Street now exists 60 feet wide;

RUNNING THENCE southerly along Henry Street, 100 feet;

THENCE easterly parallel with Pacific Street, 91 feet 5 inches;

THENCE northerly parallel with Henry Street, 100 feet to the southerly side of Pacific Street;

THENCE westerly along Pacific Street 91 feet 5 inches to the point or place of **BEGINNING**.

Parcel H

**The Engineer Building
385-389 Hicks Street
Brooklyn, New York**

Block 295, Lot 3, on the Tax Map of the Borough of Brooklyn

ALL THOSE CERTAIN lots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and distinguished on a certain map entitled "Map of Lots in the Sixth Ward of the City of Brooklyn, belonging to the Brooklyn Benevolent Society, Brooklyn, July 1848, Silas Ludlam, C.S." and filed in the Office of the Clerk of the County of Kings on the 10/23/1849, as and by the Numbers 52, 53 and 54, which taken together are bounded and described as follows:

BEGINNING at a point on the easterly side of Hicks Street, distant 50 feet northerly from the northeasterly corner of Hicks and Congress Streets;

RUNNING THENCE easterly parallel with Congress Street, 102 feet;

THENCE northerly parallel with Hicks Street, 75 feet;

THENCE westerly parallel with Congress Street, 102 feet to the easterly side of Hicks Street;

THENCE southerly along the easterly side of Hicks Street, 75 feet to the point or place of **BEGINNING**.

Parcel I

**74 Amity Street and
379-383 Hicks Street
Brooklyn, New York**

Block 295, Lot 7, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Amity Street with the easterly side of Hicks Street;

RUNNING THENCE easterly along the southerly side of Amity Street, 25 feet;

THENCE southerly parallel with Hicks Street, 75 feet;

THENCE westerly parallel with Amity Street, 25 feet to the easterly side of Hicks Street;

THENCE northerly along the easterly side of Hicks Street, 75 feet to the point or place of **BEGINNING**.

Parcel J

**76 Amity Street
Brooklyn, New York**

Block 295, Lot 8, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Amity Street, distant easterly 25 feet from the southeasterly corner of Amity Street and Hicks Street;

RUNNING THENCE easterly along the southerly side of Amity Street, 18 feet 9 inches, more or less;

THENCE southerly and parallel with Hicks Street, 75 feet;

THENCE westerly and parallel with Amity Street, 18 feet 9 inches, more or less;

THENCE northerly and again parallel with Hicks Street, 75 feet to the point or place of **BEGINNING**.

Parcel K

**78 Amity Street
Brooklyn, New York**

Block 295 Lot 9, on the Tax Map of the Borough of Brooklyn

ALL THOSE CERTAIN lots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Sixth Ward of the City of Brooklyn, now Borough of Brooklyn, County of Kings, City and State of New York, and known and distinguished on a certain map entitled "Map of Lots in the Sixth Ward of the City of Brooklyn, belonging to the Brooklyn Benevolent Society, Brooklyn, July 1848, Silas Ludlam, City Surveyor" and filed in the Office of the Clerk of the County of Kings on the 23rd day of October, 1849, as and by the Nos. 55/57 and bounded and described as follows:

BEGINNING at a point on the southerly side of Amity Street, distant easterly 43 feet 9 inches from the southeasterly corner of Amity and Hicks Streets;

RUNNING THENCE easterly along the southerly side of Amity Street, 19 feet 4 inches;

THENCE southerly and parallel with Hicks Street, 75 feet;

THENCE westerly and parallel with Amity Street, 19 feet 4 inches;

THENCE northerly and again parallel with Hicks Street, 75 feet to the point or place of **BEGINNING**.

Parcel L

**82 Amity Street
Brooklyn, New York**

Block 295, Lot 11, on the Tax Map of the Borough of Brooklyn

ALL THOSE CERTAIN lots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Sixth Ward of the City of Brooklyn, now Borough of Brooklyn, County of Kings, City and State of New York, and known and distinguished on a certain map entitled "Map of Lots in the Sixth Ward of the City of Brooklyn, belonging to the Brooklyn Benevolent Society, Brooklyn, July 1848, Silas Ludlam, City Surveyor" and filed in the Office of the Clerk of the County of Kings on the 23rd day of October, 1849, as and by the part of Lot Nos. 55, 56 and 57, and bounded and described as follows:

BEGINNING at a point on the southerly side of Amity Street, distant 82 feet 3 inches easterly from the southeasterly corner of Amity and Hicks Streets;

RUNNING THENCE southerly and parallel with Hicks Street, 75 feet;

THENCE easterly and parallel with Amity Street, 19 feet 9 inches;

THENCE northerly and again parallel with Hicks Street, 75 feet to the southerly side of Amity Street;

THENCE westerly along the southerly side of Amity Street, 19 feet 9 inches to the point or place of **BEGINNING**.

Parcel M

**86 Amity Street
Brooklyn, New York**

Block 295, Lot 13, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Amity Street, distant easterly 127 feet from the southeasterly corner of Amity Street and Hicks Street;

RUNNING THENCE southerly and parallel with Hicks Street, 100 feet;

THENCE easterly parallel with Amity Street, 25 feet;

THENCE northerly and again parallel with Hicks Street, 100 feet to the said southerly side of Amity Street;

THENCE westerly along said southerly side of Amity Street, 25 feet to the point or place of **BEGINNING**.

Parcel N

**94 Amity Street
Brooklyn, New York**

Block 295, Lot 14, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Amity Street, distant 102 feet westerly from the corner formed by the intersection of the southerly side of Amity Street with the westerly side of Henry Street;

RUNNING THENCE southerly parallel with Henry Street, 100 feet;

THENCE westerly parallel with Amity Street, 150 feet;

THENCE northerly parallel with Henry Street, 100 feet to the southerly side of Amity Street;

THENCE easterly along the southerly side of Amity Street, 150 feet to the point or place of **BEGINNING**.

Parcel O

**The Pohlemus Building
348-352 Henry Street
Brooklyn, New York**

Block 295, Lot 21, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Amity Street and the westerly side of Henry Street;

RUNNING THENCE southerly along Henry Street, 67 feet;

THENCE westerly parallel with Amity Street, 102 feet;

THENCE northerly parallel with Henry Street, 67 feet to the southerly side of Amity Street;

THENCE easterly along Amity Street, 102 feet to the point or place of **BEGINNING**.

Parcel P

**113 Congress Street
Brooklyn, New York**

Block 295, Lot 38, on the Tax Map of the Borough of Brooklyn

ALL THOSE CERTAIN lots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Sixth Ward of the City of Brooklyn, now Borough of Brooklyn, County of Kings, City and State of New York, and known and distinguished on a certain map entitled "Map of Lots in the Sixth Ward of the City of Brooklyn, belonging to the Brooklyn Benevolent Society, Brooklyn, July 1848, Silas Ludlam, City Surveyor" and filed in the Office of the Clerk of the County of Kings on the 23rd day of October, 1849, as and by the number 58 and bounded and described as follows:

BEGINNING at a point on the northerly side of Congress Street, distant easterly 102 feet from the northeasterly corner of Hicks and Congress Street;

RUNNING THENCE northerly and parallel with Hicks Street, 100 feet;

THENCE easterly parallel with Congress Street, 25 feet;

THENCE southerly and again parallel with Hicks Street, 100 feet to the said northerly side of Congress Street;

THENCE westerly along the said northerly side of Congress Street, 25 feet to the point or place of **BEGINNING**.

Parcel Q

**184 Sterling Street
Brooklyn, New York**

Block 1058, Lot 28, on the Tax Map of the Borough of Brooklyn

Sub-parcel 1:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Sterling Place, distant 445 feet 1 inch easterly from the intersection of the southerly side of Sterling Place (formerly Butler Street) with the easterly side of 7th Avenue;

RUNNING THENCE southerly and parallel with 7th Avenue and through a party wall, 100 feet;

THENCE easterly and parallel or nearly so with Sterling Place, 8 feet 7 inches, more or less, to the easterly boundary line of premises described in Parcel No. 2 in a certain deed from George A. Crocker etc., filed in the Register's Office of Kings County in Liber 61 Section 4 Page 319;

THENCE northerly along said easterly boundary line of said premises described in said deed, 100 feet 2 inches, more or less, to the southerly side of Sterling Place;

THENCE westerly along said line of Sterling Place, 2 feet 1 inch, more or less, to the point or place of **BEGINNING**.

Sub-parcel 2:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Butler Street, as laid down on The Rose Hill Map, filed by Charles Hoyt in the Office of the Clerk now Register of Kings County, 1/31/1835 and adopted by the City of Brooklyn in conformity with an act of legislature of The People of the State of New York passed March 15, 1851, where same would be intersected by continuation of easterly side of Lot No. 237 as laid out on a certain map entitled "Map of Mount Hope Farm in City of Brooklyn, belonging to Francis B. Spinola, Brooklyn, January 1851, surveyed by Silas Ludlam C.S." and filed in the Office of the Clerk now Register of County of Kings on 9/6/1852, which point is distant northwesterly 11 inches more or less, from the westerly corner of Flatbush Avenue and Butler Street;

RUNNING THENCE southwesterly in a line at right angles to Butler Street, 135 feet 8 inches more or less, to the southerly corner of said Lot No. 237 as laid out on aforesaid of the Mount Hope Farms;

THENCE northwesterly along rear of said Lot No. 237 and on a line parallel with Butler Street, 28 feet more or less to land formerly belonging to Charles Hoyt, being westerly of said Lot No. 237 as laid down on said map;

THENCE northeasterly along said land formerly belonging to Charles Hoyt, 135 feet 8-1/2 inches to the southerly side of Butler Street;

THENCE southeasterly along the southerly side of Butler Street, 36 feet 10 inches more or less, to the point or place of **BEGINNING**.

Parcel R

**336 Flatbush Avenue
Brooklyn, New York**

Block 1058, Lot 30, on the Tax Map of the Borough of Brooklyn

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Sterling Place, distant 11 inches northwesterly from the corner formed by the intersection of the southwesterly side of Sterling Place and the easterly side of Flatbush Avenue, adjoining land now or late of Daniel A. Robbins;

RUNNING THENCE southwesterly along land now or late of Daniel A. Robbins, 135 feet 5 inches;

THENCE easterly at right angles to the westerly side of Flatbush Avenue, 45 feet to land now or late of William H. Philipitt;

THENCE northeasterly along said land now or late of William H. Philipitt, 82 feet to the westerly side of Flatbush Avenue;

THENCE northwesterly along the westerly side of Flatbush Avenue, 28 feet 11 inches to the southwesterly side of Sterling Place;

THENCE northwesterly along the southwesterly side of Sterling Place, 11 inches to the point or place of **BEGINNING**.

Exhibit B

EXECUTION VERSION

L120020

28100

TERMINATION OF LEASE AGREEMENT AND WAIVER

THIS TERMINATION OF LEASE AGREEMENT AND WAIVER (this “*Termination*”) is made as of the _____ day of _____, 20____, between **DOWNSTATE AT LICH HOLDING COMPANY, INC.**, a not-for-profit corporation duly organized and validly existing under the laws of the State of New York (“*Lessor*”), and **THE STATE UNIVERSITY OF NEW YORK**, an educational corporation created and existing under the laws of the State of New York, acting through its Health Sciences Center at Brooklyn (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated May 29, 2011, as amended by that certain First Amendment dated June 30, 2014 (as amended, the “*Lease*”), with respect to the real property designated as Block: 259, Lot: 8; Block: 282, Lot: 50; Block: 284, Lot: 1; Block 285, Lot 1001; Block: 290, Lot: 13; Block: 291, Lots: 1 and 8; Block: 295, Lots: 3, 7, 8, 9, 11, 13, 14, 21 and 38, Block 1058, Lots: 28 and 30, on the Tax Map for the Borough of Brooklyn, County of Kings, City and State of New York (individually, a “*Property*” and collectively, the “*Properties*”), which Lease was recorded in the Office of the City Register of Kings County (the “*City Register’s Office*”) on June 17, 2011 as CRFN 2011000215014;

WHEREAS, Lessor and Lessee, as the current holders of the Lessor’s and Lessee’s interests in the Lease, respectively, desire [to terminate the Lease with regard to some, but not

all, of the Properties] [to terminate the Lease with regard to all of the Properties or all of the remaining Properties (as the case may be)],¹

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. The Lease and all of the rights and obligations of Lessor and Lessee thereunder are hereby terminated [with regard to the following Properties: _____
_____ (collectively, if more than one, the “*Termination Properties*”)]² effective as of the date hereof, with such force and effect as if such date were specifically set forth in the Lease as the expiration date of the term thereof.

2. In partial consideration for its rights and benefits under that certain Second Amended and Restated Grant and Distribution Agreement, dated June 30, 2014, by and between Lessee and Lessor, as amended from time to time thereafter, Lessee hereby irrevocably waives all of its rights under Section 13.1 of the Lease [with regard to the Termination Properties]³.

3. Lessee hereby surrenders all claims and rights to possession of the Properties or the affected Properties (as the case may be), effective as of the date hereof. Lessee, on behalf of itself, and respective officers, directors, shareholders, affiliates, partners, agents, employees, attorneys, successors and assigns, jointly and severally, all and singularly, hereby releases and quitclaims to Lessor all alterations and fixtures attached to the Properties or the affected Properties (as the case may be), and Lessee’s trade fixtures, equipment, inventory and other property located in the Properties or affected Properties (as the case may be).

¹ Please delete the inapplicable language.

² Please either delete or fill in the applicable Property or Properties.

³ Please delete if inapplicable.

4. Lessor and Lessee have executed, acknowledged and delivered a Memorandum of Termination of Lease in the form of Schedule 1 annexed hereto, giving record notice of the termination of the Lease in whole or in part (as the case may be), and such related transfer tax returns and documents as may be necessary in order to record such instrument in the City Register's Office. Promptly after the date hereof, Lessor shall cause such instrument to be duly recorded in the City Register's Office.

5. At any time or from time to time hereafter, Lessor and Lessee shall execute, acknowledge, and deliver such further agreements and instruments as may be reasonably requested by either party in order to more fully effectuate and better carry out the intent and purposes of this Termination of Lease Agreement.

[Signatures begin at the top of the next page.]

IN WITNESS WHEREOF, the Parties have executed this Termination of Lease Agreement to be effective as of the date and year first above written.

AGENCY CODE: 28100

CONTRACT NUMBER L120020

Agency Certification:

“In addition to the acceptance of this contract, I also certify that original copies of the signature page will be attached to all other exact copies of this contract.”

THE STATE UNIVERSITY OF NEW YORK,
as Lessee

By: _____
Name:
Title:

DOWNSTATE AT LICH HOLDING
COMPANY, INC., as Lessor

By: _____
Name:
Title:

Acknowledged and Consented to:

DORMITORY AUTHORITY OF THE
STATE OF NEW YORK

By: _____
Authorized Officer

[Signature Page to Termination of Lease Agreement]

AGENCY CODE: 28100

CONTRACT NUMBER L120020

Approval as to Form

Eric T. Schneiderman
Attorney General

By: _____
Name: _____
Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____
Name: _____
Date: _____

Approved:

Robert L. Megna
Director of the Division of the Budget

By: _____
Name: _____
Date: _____

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and (he) (she) (they) acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies) described thereon, and that by (his) (her) (their) signature(s) upon the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and (he) (she) (they) acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies) described thereon, and that by (his) (her) (their) signature(s) upon the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule 1

MEMORANDUM OF TERMINATION OF LEASE⁴

DOWNSTATE AT LICH HOLDINGS COMPANY, INC.

Lessor

and

THE STATE UNIVERSITY OF NEW YORK

Lessee

MEMORANDUM OF [PARTIAL]⁵ TERMINATION OF LEASE

Dated _____

The Premises affected by the within instrument lies in the
Borough of Brooklyn, County of Kings, City and State of New York

Address of Premises: 339-357 Hicks Street, a/k/a 70-78 Atlantic Avenue a/k/a 320-326 Henry Street a/k/a/ 67-105 Pacific Street Othmer and Fuller Pavilion, Brooklyn, New York; 328-346 Henry Street a/k/a 79-113 Amity Street a/k/a 359-377 Hicks Street a/k/a 68-106 Pacific Street - Polak Pavilion, Brooklyn, New York; 348-352 Henry Street a/k/a 100-108 Amity Street - Polhemus Building, Brooklyn, New York; 347-353 Henry Street a/k/a 115-121 Amity Street, Brooklyn, New York; 112 Pacific Street, Brooklyn, New York; 74 Amity Street a/k/a 379-383 Hicks Street, Brooklyn, New York; 78 Amity Street, Brooklyn, New York; 82 Amity Street, Brooklyn, New York; 86 Amity Street, Brooklyn, New York; 88-94 Amity Street, Brooklyn, New York; 385-389 Hicks Street, Brooklyn, New York; 113 Congress Street, Brooklyn, New York; 350-352 Hicks Street - Parking Garage, Brooklyn, New York; 43 Columbia Place, Brooklyn, New York; 184 Sterling Place, Brooklyn, New ; 336 Flatbush Avenue, Brooklyn, New York; 76 Amity Street, Brooklyn, New York; 339-357 Hicks Street a/k/a 70-78 Atlantic Avenue a/k/a 320-326 Henry Street a/k/a 67-105 Pacific Street, Brooklyn, New York Cobble Court Condominium, 124-134 Atlantic Avenue (a/k/a 121-125 Pacific Street), Brooklyn, New York

Block: 259, Lot: 8;

⁴ If the Lease is being terminated as to some, but not all, of the listed tax lots and addresses, please delete those tax lots and addresses as to which the Lease is not being terminated.

⁵ Delete if inapplicable.

Block: 282, Lot: 50;
Block: 284, Lot: 1;
Block 285, Lot 1001;
Block: 290, Lot: 13;
Block: 291, Lots: 1 and 8;
Block: 295, Lots: 3, 7, 8, 9, 11, 13, 14, 21 and 38,
Block 1058, Lots: 28 and 30,

on the Tax Map for the Borough of Brooklyn, County of Kings, City and State of New York.

Record and Return to:

Cozen O'Connor
277 Park Avenue
New York, New York 10172
Attention : Marc S. Intriligator, Esq.

**Memorandum of [Partial]⁶ Termination of Lease
Pursuant to Section 291-c of
The New York Real Property Law**

Lease: Lease (the "*Lease*") dated May 29, 2011, by and between Downstate at LICH Holding Company, Inc., a not-for-profit corporation duly organized and validly existing under the laws of the State of New York ("*Lessor*"), as Lessor, and The State University of New York, a corporation created and existing under Section 352 of the New York Education Law ("*Lessee*"), as Lessee, as amended by that certain First Amendment to Lease Agreement dated June 30, 2014, by and between Lessor and Lessee.

Name and Address of Lessor: Downstate at LICH Holding Company, Inc.
450 Clarkson Avenue
Brooklyn, New York 11023
Attention: President.

Name and Address of Lessee: The State University of New York
c/o SUNY Downtown Medical Center
450 Clarkson Avenue, Box 1258
Brooklyn, New York, 11203
Attention: Kevin O'Mara, Esq

Description of the Properties: Certain real property (the "Properties") designated as Block: 259, Lot: 8; Block: 282, Lot: 50; Block: 284, Lot: 1; Block 285, Lot 1001; Block: 290, Lot: 13; Block: 291, Lots: 1 and 8; Block: 295, Lots: 3, 7, 8, 9, 11, 13, 14, 21 and 38, Block 1058, Lots: 28 and 30, on the Tax Map for the Borough of Brooklyn, County of Kings, City and State of New York, as more particularly described in Addendum I attached hereto and incorporated herein.⁷

Termination of Lease Agreement: Pursuant to that certain Termination of Lease Agreement and Waiver dated [____], 20__ by and between Lessee and Lessor, the Lease and all rights and obligations of Lessor and Lessee thereunder were terminated [with regard to the following Properties: _____] (collectively,

⁶ Delete if inapplicable.

⁷ If the Lease is being terminated as to some, but not all, of the listed tax lots, please delete those tax lots as to which the Lease is not being terminated.

if more than one, the “*Affected Properties*”⁸ effective as of [____], 201__, with such force and effect as of such date were specifically set forth in the Lease as the expiration date of the term thereof.

Waiver of Option: Pursuant to that certain Termination of Lease Agreement and Waiver dated [____], 201__ by and between Lessee and Lessor, Lessee irrevocably waived all of its rights under Section 13.1 of the Lease [with regard to the Affected Properties]⁹.

Memorandum of
Termination of Lease: This instrument, executed in connection with the Termination of Lease Agreement, is intended to be and is entered into as a memorandum thereof for the purpose of recordation and the giving of notice of the termination of the Lease and the rights and the termination of the rights and obligations of Lessor and Lessee under the Lease [with regard to the Affected Properties]¹⁰.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Termination of Lease on this ____ day of _____, 201__.

LESSOR

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

By: _____
Name:
Title

LESSEE

THE STATE UNIVERSITY OF NEW YORK

By: _____
Name:
Title:

⁸ Please either delete or fill in the applicable Property or Properties.

⁹ Please delete if inapplicable.

¹⁰ Please delete if inapplicable.

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and (he) (she) (they) acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies) described thereon, and that by (his) (her) (their) signature(s) upon the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and (he) (she) (they) acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies) described thereon, and that by (his) (her) (their) signature(s) upon the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Addendum I
Description of Properties¹¹

¹¹ Please insert legal descriptions of the Properties as to which the Lease is being terminated.

Exhibit A Standard Contract Clauses

State University of New York

February 11, 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-

approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the

State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address

to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors,

including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this

requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may

be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.