Trindade Value Partners

Proposal X002654
Healthcare Services at Long Island College Hospital
and Purchase of Property
March 19, 2014
Trindade Value Partners

Jordan Lohre
Senior Contract Manager
Office of Business Operations & Procurement, S 112
State University of New York
State University Plaza
Albany, New York 12246

Re: Trindade Value Partner's Response to SUNY's Request For Proposal X002654
Dated February 26, 2014

Dear Mr. Lohre,

It is with pleasure that I submit the enclosed response to SUNY's Request For Proposal X002654, dated February 26, 2014.

My name is Derek Oubre. I am the Chief Executive Officer for Trindade Value Partners (TVP), and I am authorized to sign this proposal on behalf of Trindade.

Trindade understands the instructions contained in the RFP. By my signature enclosed herein, Trindade acknowledges and accepts all of the terms of the RFP. Additionally, it is confirmed that I (Derek Oubre, President and CEO) have attended the Mandatory Community Healthcare Meeting on March 3, 2014, at 5:00PM EST, and the Mandatory Site Visit on March 5, 2014, at 2:00PM EST.

Pursuant to the instructions of the RFP, please note the following:

- Non-Contingent Purchase Price of $210,000,000 to be paid at closing.
- Medical Services – New Full Service Teaching Hospital with 506 Beds. In addition, our offer includes a "New System of Care", which includes the following:
  - A New Hospital. Our proposal replaces the old hospital facilities with all new construction.
  - Additional Facilities & Services, including:
    a. 400 Bed Medical Surgical Teaching Hospital;
    b. 106 Bed Women's Teaching Hospital;
    c. Comprehensive Cancer Center;
    d. New Ambulatory Care Center;
    e. 175,000 GSF of New Primary & Speciality Care Medical Office Space;
    f. All facilities will have underground parking and will be connected below grade;
    g. A full list of the Medical Services to be offered and the timing of their implementation are detailed in Exhibits 1 and 2 attached.
  - Transitional Medical Services – Until the proposed 106 bed hospital is completed and occupied we will operate 60-80 inpatient beds, ED, Surgical Services, Obstetrics and other support services from the Polak building on the campus.
- Academic Medicine – The planned hospitals and related facilities will be designed, including generous and fully integrated professional office space, to become a teaching campus that will provide students and residents with the opportunity to train in a 21st century, high quality setting. The new not-for-profit Hospital Corporation will aggressively seek an academic, scientific and clinical affiliations with SUNY and other interested regional and national health sciences centers.

The above acquisition price, as well as our offer to acquire the facility is non-contingent. However, given that Trindade cannot operate the facility without an operating certificate, our provision of
medical services detailed within this offer is contingent on the assumption that Trindade will be successful in obtaining an operating certificate and subject to the conditions presented herein.

Our description of Medical Services offered is presented as follows:

- Description of Medical Offering  Page 4
- Inpatient Services  Page 5
- Medical Specialities  Page 5
- Community Benefit  Pages 8, 9, 10

As the authorizing representative, I hereby certify the following:

- That I have the express authority to sign on behalf of my company and all of the associated entities partnered or affiliated to perform the services herein.
- I understand and have full knowledge of the RFP contents and accept the terms specified in Exhibit A, Exhibit A-1, Exhibit B, and Exhibit D.
- That all of the information provided is complete, true and accurate.
- I agree to comply with the procedures on permissible contacts relating to this procurement as required by State Finance Law.

Enclosed herein are twenty-four (24) complete hard copies, one of which is marked orginal and contains orginal signatures on the cover letter and all required forms and certifications.

Thank you for the opportunity to bid on this very important project to both SUNY and the community at large. We hope that SUNY will receive our plan in a positive light, choose our proposal, and work with us to provide a "New System Of Care" for the Brooklyn community.

Sincerely,

Trindade Value Partners

[Signature]

By: Derek Oubre
Name: Derek Oubre
Title: President and CEO
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Executive Summary

Introduction
For many months we have listened to the community’s pleas for a new hospital. To date, none of the respondents have offered to provide a solution that offers the significant investment in community healthcare assets that is so desperately needed.

Governor Cuomo stated “Brooklyn needs a new system of care”:

“We are in the midst of a health care transformation here in New York State, and the reality is that yesterday’s costly, inefficient models of delivering service are no longer viable options for tomorrow.”

Key Elements of Our Proposal
We are pleased to provide SUNY, the State of New York, the community and other interested parties with our proposal for a “New System of Care”.

We believe:
• Brooklyn’s hospitals are in critical need of significant investment for complete refurbishment so that 21st century medicine can be efficiently practiced;
• The physical plant is a material contributor to operational inefficiencies, and is a key factor in the financial challenges of many of Brooklyn’s aged hospitals;
• The management of acute care must be considered in the context of a complete care pathway between inpatient, outpatient, emergency, ambulatory, nursing, primary care and preventative medicine, and expert management is required to successfully restructure the delivery of care in the community;
• The cornerstone of high patient service quality and satisfaction is high levels of employee and physician satisfaction;
• Community engagement is central to the success of any solution that seeks to address the healthcare needs of a population.

Key elements of our proposal are illustrated on the following pages.
Executive Summary continued

The all-new 750,000 GSF hospital campus will include the following four separate buildings on the current LICH campus in Brooklyn Heights:
1. An 106-bed specialty Women’s Hospital,
2. A comprehensive Cancer Center,
3. A freestanding Ambulatory Care Center, and
4. A freestanding 400-bed Medical-Surgical Teaching Hospital.

The hospital will seek affiliations with academic, scientific and clinical health sciences centers including SUNY to operate its teaching program.

During the construction period for the new hospital, the following services will be consolidated in LICH’s Polak and Amity buildings:
- Routine Inpatient
- Intensive Care (ICU)
- Obstetrics & LDR
- IP & OP Surgery
- Radiology and Ultrasound
- Laboratory & Pharmacy
- Emergency Room
- Ambulance Services

The full list of services in the new hospital facilities is provided in Exhibit 1 and phasing of services during the construction phase is in Exhibit 2.

The hospital will be managed by healthcare specialists Healthcare Management Partners, LLC, ("HMP") who have extensive experience:
- Managing teaching hospitals of comparable complexity to the proposed new hospital including directing construction projects;
- Leading the successful turnaround of multiple financially and/or operationally distressed healthcare providers, often in complex situations, including recent relevant experience in New York state; and
- Maintaining positive labor relations with unionized workforces.
A statement of qualifications for HMP is provided as an Appendix.

- The new, Not-for-Profit Charitable Corporation will be governed by a board of directors comprised of local community leaders, physicians, nurses, and regional and national leaders from the business and academic medicine communities.
- Hospital management will be accountable to the board of directors
- Community Consultations will enable patients and public to be involved throughout the entire process.

We bring a team of senior healthcare experts to manage the hospital

A new, Not-For-Profit Charitable Corporation governed by the community

Develop a new 506-bed Medical-Surgical Teaching Hospital

Continue the provision of essential services and offer new services as buildings completed
400-bed Medical-Surgical Hospital

Proposed list of IP & OP services:
- Surgical
  - General surgery
  - Orthopedics
  - Urology
  - Cardiovascular surgery
  - Vascular surgery
  - Cardiothoracic surgery
  - Ear, Nose and Throat
- Medical
  - Internal medicine
  - Cardiology
  - Pulmonology
  - Gastroenterology
  - Rheumatology
  - Neurology
  - Endocrinology
  - Oncology
  - Hematology
  - Infectious Disease
  - Psychiatry
- Other
  - Radiology
  - Interventional Radiology
  - Pathology
  - Emergency Medicine
  - Ambulance service
  - Pharmacy

106-bed Women's Hospital

Proposed list of IP & OP services:
- Obstetrics & Gynecology (Medical and Surgical, including all related subspecialties)
- Surgical Services
- Post-Partum Inpatient Beds
- Routine Medical Surgical Beds
- ICU and NICU
- Radiology and Ultrasound
- 28 to 30 Labor Delivery Rooms
- Pharmacy
- Laboratory
- Emergency Room (only during construction of the 400 bed hospital building)

Physician Offices for the replacement teaching hospital will be located on the same site as the Women's Hospital.

Cancer Center

Proposed list of OP services:
- Medical Oncology (Chemotherapy)
- Radiation Oncology
- CT and MRI (Diagnostic and Treatment Planning)
- Physician offices

Ambulatory Care Center

Proposed list of OP services:
- Multi-specialty services
- Primary Care
Executive Summary continued

Key:
- Building is part of the old LICH campus
- Newly constructed building that is used for an interim purpose
- Newly constructed building that is used for its ultimate purpose
- Building that is repurposed to be used for its ultimate purpose

Phase 1: Continued Operations consolidated into Polak Building
- Medical-Surgical Services (Med/Surg)
- Intensive Care Unit (ICU)
- Labor and Delivery (LDR)
- Emergency (EMS)
- Radiology/Laboratory/Pharmacy (Rad/Lab/Pharm)

Phase 2: Continued Operations moved temporarily into newly constructed 106-bed Women's Hospital and
- Continued offering of services in Phase 1
- NICU added
- Physician Office Suites opened

Phase 3: Ambulatory Care Center opens

Phase 4: Cancer Center opens

Phase 5: Continued Operations moved into newly constructed 400-bed full service hospital and new services added
- Full suite of ambiguous and OP services will be provided with the exception of women's services & NICU which will be exclusively provided in the Women's Hospital

Phase 5: Women's Hospital repurposed and reopened for women's services
- Full suite of women's services provided
- NICU remains at Women's Hospital
- Emergency Department to be repurposed

Proposed Services to be Provided During Planning and Construction Process
(Transition Plan assumes award of immediate operating license to TVP.)
Executive Summary continued

Distinctive Elements of Our Rationale

Local demand for health services is sufficient to support the significant investment in the proposed healthcare facilities.

- In contrast to Manhattan, Brooklyn is not over-bedded: in fact, average staffed acute care beds per 1,000 population is 1.94 compared to a national average of 2.6.

- Further, not all beds are created equal: Consideration of the physical quality of inpatient beds within Brooklyn hospitals shows a concerning shortage of good quality beds that is driving commercially insured patients and surgical cases to Manhattan hospitals rather than being treated locally.

- An analysis of the six Brooklyn "focus" hospitals identified in The Berger Report shows that these providers have capital structures which "preclude the formation of adequate capital for investment in the physical plant" which will "make it difficult for these facilities to maintain quality of care." At least the ~2440 Medicare-certified beds of these operators (almost 40% of Medicare-certified inpatient beds in Brooklyn) are old and functionally obsolete, and the respective providers are not financially positioned to refurbish or replace them.

Reimbursement rates are not the primary cause of financial difficulty in many of Brooklyn’s hospitals, rather, it is the physical plant which makes the cost effective delivery of modern medicine practically impossible.

- The average hospital in Brooklyn in the bottom quartile nationally for total profits when compared to both all major teaching hospitals and all not-for-profit hospitals with over 500 beds. Whilst many argue that the reason for poor performance is reimbursement rates or poor management, the quality and suitability of the built environment cannot be ignored in assessing the capacity of a hospital to be efficiently operated.

- Medicare and many commercial insurance hospital payment rates are based on efficiency levels measured at hospitals nationwide, and therefore Brooklyn's hospitals must meet national standards if they are to operate sustainably within such payment structures.

- Where the ability to operate efficiently becomes extremely difficult is where the physical building is not maintained in line with national averages. Significantly, Brooklyn's hospital infrastructure is so old that the normal accounting computation for 'average age of plant' cannot be meaningfully calculated.

- Hard-working teams of doctors, nurses and hospital staff in Brooklyn hospitals are doing their best to deliver 21st century care in buildings constructed for the delivery of medical services in the 1950s, 60s, and 70s. Investment and replacement is long overdue.

- The poor quality of infrastructure is contributing the accelerating out-migration of Medicare and commercially insured patients from Brooklyn to Manhattan. The resulting loss of marginal revenues and the accompanying erosion in payer mix has a very negative impact on the Brooklyn hospitals’ financial performance.
Brooklyn needs more than one newly constructed replacement medical-surgical hospital that can provide 21st century medicine in an environment that supports the cost-effective delivery of high quality care. This proposal intends to replace only one 506-bed facility.

• Most, if not all hospitals in Brooklyn are effectively obsolete evidenced by aged infrastructure, inadequate capital structures and no ability to access the capital required to properly maintain the physical plant. Significant investment is required in order to bring Brooklyn’s hospital infrastructure in line with national standards.

• Excluding Coney Island Hospital, in the aggregate, the remaining Brooklyn hospitals have a cumulative negative net worth of almost $700 million.

Whilst others may propose low acuity hospitals and primary care centers, our proposed replacement teaching hospital will provide higher acuity services and better integrate hospital care with the local providers.

• The Brooklyn healthcare services market continues to be very hospital-centric: There is a significant gap in primary and preventative medicine which places increased pressure on hospitals.

• The new Hospital Corporation will ensure the smooth integration of hospital care with community-based care. It’s team of healthcare professionals will work closely with Federally Qualified Health Centers (“FQHCs”), primary care and nursing home providers throughout the borough of Brooklyn to ensure care pathways are set up to provide the best outcomes for patients and efficiently use health resources.

• A new freestanding Ambulatory Care Center forms part of the new teaching hospital. It is one component of the integration of primary and acute care intended to ease pressure on the emergency department and provide non-urgent care in a more appropriate setting.

• Brooklyn’s hospitals treat a higher proportion of medical cases than the national average, with 30% of Brooklyn’s surgical patients leaving the service area for treatment elsewhere. 35% of patients that leave the service area are commercially insured whereas on average only 15% of the patients remaining in Brooklyn have commercial insurance. Since surgical cases on average have a higher acuity (as evidenced by Case Mix Index) and tend to have a lower ALOS, retaining these cases in Brooklyn hospitals can produce a significant improvement in average revenue per patient bed.

Workforce Development is central to efficient operations and the provision of high quality care.

• The new Hospital Corporation shall be committed to a living wage for all workers and the continuous creation of opportunities for advancement.

• Upon full implementation, the campus should employ as many as 5,000 healthcare professionals and associated support staff.

• The Hospital Corporation will grow employment as the hospital and the related ambulatory and office based health services expand.

• A new, carefully planned teaching hospital will provide the infrastructure needed upon which to build a high quality, efficient healthcare service model.
Executive Summary  continued

Based on a preliminary financial feasibility study, the proposed new 506-bed teaching hospital will be self-funding upon full implementation.

- The preliminary determination of financial feasibility is based on the following key forecast assumptions:
  - The new hospital will take nine years from award of the contract by SUNY to reach optimum occupancy and financial performance
  - The new hospital complex (all four buildings) will cost approximately $1.5 billion to design, construct, finance, equip and occupy.
  - The hospital will pay wages and benefits that mirror industry wide collective bargaining agreements.

Real Estate Development Approach
The Trindade Value Partners team proposes extensive Community Facilities be created in the redevelopment of the LICH Campus.

Included in our proposal is a new 400 bed teaching hospital, a 106 bed Surgical Hospital with an Emergency Department, a Cancer Center and an Ambulatory Care Center. Once the Teaching Hospital is completed, the Surgical Hospital will be converted to a Women’s Hospital and with that, Brooklyn will have a new and fully integrated health system with a teaching hospital at its core.

In order to create the new healthcare facilities as quickly as possible, we propose to integrate the Surgical Hospital, Cancer Center and Ambulatory Care Center into the new residential development as Community Facilities. These facilities will be housed in 3 of the 5 proposed apartment buildings. This approach allows us to maintain LICH health services over the short term, as described in the RFP, while bringing on-line new, state of the art facilities for the community.

The Surgical Hospital, which will contain 106 beds and the Emergency Department, will be converted to the Women’s Hospital once the new 400 bed Teaching Hospital is operational. The new Teaching Hospital will have the primary Emergency Department on its ground level and the ED in the Women’s Hospital will remain operational in support of the Women’s programs. This approach is illustrated in discussed in the previous paragraphs of this summary and in the diagrams below.
Illustrative Before/After view of the New Hospital Buildings
Executive Summary continued

A Special Zoning District to fund the New Hospital and provide Affordable Housing

In order to achieve the goal of an integrated health network, the Heracles Healthcare LLC team, see the organizational structure below, proposes the creation of a Special Zoning District, called the LICH District, of the subject properties. In creating the SZD, we expect to enter into discussions with the city, the community and other stakeholders to define the basic parameters of the overall development. We propose to use the Large Scale Residential Development section as the basis for our planning. In addition, Cobble Hill Real Estate Redevelopment Co. LLC, which will develop the residential projects, will provide 75% market rate and 25% affordable housing. A new Public Park will be created along Henry Avenue extending north from Amity Street to Atlantic Avenue on the subject properties. A resident park will also be created between the two apartment buildings on the block now occupied by the LICH Polak and Amity buildings.

This approach is required to support the network of health services the community deserves, as it provides the leverage necessary for the creation of the new Teaching Hospital, Women’s Hospital, Cancer Center and Ambulatory Care Center.

Summary of Organizational Structure

After acquiring LICH, Trindade will spin out the assets and control of the concern to a wholly owned “Portfolio Company” newly named the Heracles Healthcare LLC (HH). Trindade will maintain 100% ownership of the company, which will be formed as a limited liability company. Heracles Healthcare will then move to create two entities for the purpose of managing the healthcare assets and the construction schedule. The Cobble Hill Hospital Management Company (CHC Management) will be created as a for-profit entity and shall have responsibility for turning around the hospital. This company will be 100% owned by HH. The hospital itself will be spun out and established as a not-for-profit 501c3 entity. A not-for-profit board shall govern the hospital with seats assigned for the community. The Cobble Hill Real Estate Redevelopment Company shall be set up in like manner.

Summary of Financing Structure

IDeen Pharmaceuticals is available to capitalize the proposed transaction, and has committed $2 Billion US Dollars.

A full description of Iden Pharmaceuticals is included in Appendix II. Mr. Renato Pimazzoni is the president and CEO of IDEEN Pharmaceuticals.

Mr. Pimazzoni is located in São Paulo, Brazil. On Monday March 17, 2014, Mr. Pimazzoni executed a Limited Partnership and Subscription Agreement with Trindade Pharmaceuticals. His signature on the document was notarized in Brazil and the document was forwarded to Mr. Oubre via email and federal express. Mr. Oubre executed the agreements on March 18. The original document is included in the response marked as “original.”
Illustrative View of Organizational Structure
Executive Summary

Important Regulatory and Third Party Approvals for the Proposed Transaction

1. New operating license to continue the provision of healthcare services following SUNY’s withdrawal

   In our proposal we agree to move forward independently to acquire an “Operating Certificate” on an expedited basis, however we will not be able to operate the hospital without proper certification.

2. Permission to create a Special Zoning District

   Part of the funding for the significant investment in the four hospital buildings will be generated from real estate development. The parameters for the development will need to be agreed between community stakeholders so the proposal to build the hospital is financially feasible.

This is the right proposal for Cobble Hill, Brooklyn, the City of New York and the State of New York

The Trindade Value Partners team has clearly demonstrated the need for the proposed Healthcare facilities based on the prior recommendations of the State of New York, the desire of the City of New York and the health needs of the served community. We will provide a full service teaching hospital at the core of a new and integrated system of care that is desperately needed by the community.

We will develop the affordable and market rate housing necessary to support the new healthcare facilities. Our approach creates thousands of construction and permanent living wage jobs that will continue to sustain the vibrant community of which we will be a part.

We will work with the State, City and Community to do so. It’s the right thing to do.
SECTION 2

Description of Organization

3A. Provide a detailed description of the Offeror, including the proposing organization and each subcontractor, partner, tenant, and collaboratory who will be involved in effectuating the Proposal including corporate structure and nature of relationships between entities.

Trindade Value Partners has pulled together a world-class team to complete the requirements outlined by our response.

The Offeror and proposing organization is Trindade Value Partners, a newly financed private equity concern that has historically been focused on the business of helping start-up healthcare and pharmaceutical concerns get off the ground. For the purpose of this project, Trindade received a commitment of roughly $2 Billion US dollars from IDEEN Pharmaceuticals. IDEEN is a Brazilian based pharmaceutical concern with a history of constructing and operating state-of-the-art hospitals, healthcare organizations, and pharmaceutical concerns worldwide.

CSC Architects is an international hospital architecture and design company that is a wholly owned subsidiary of IDEEN. CSC will add experience and expertise to the team and help to implement our healthcare vision. Francis Cauffman will head the full design and development of both our hospital redesign and residential real estate development. Francis Cauffman is a global design practice that specializes in the redesign and development of hospitals and healthcare centers worldwide.

Finally, as mentioned in the executive summary, instead of choosing to partner with an existing Brooklyn or New York Hospital Operator, none of whom share our vision, we choose to bring in an expert “Hospital Turnaround Operator” – Healthcare Management Partners. HMP is a firm led by a team of C – level healthcare executives that quickly define and solve problem to produce exceptional results for healthcare organization and their stakeholders.

Legal counsel is provided by Alston & Bird. Alston & Bird employees over 250 lawyers and is consider one of the top 50 law firms focusing on healthcare related private equity and healthcare related corporate transactions.

The organization chart on the following page illustrates the Offeror structure and relationships among entities. Following that are more detailed firm profiles.
Description of Organization

Trindade Value Partners
Offeror
Consultants
Philip Gordon McKinley
Christopher Brazell

Trindade Value Partners is a newly-financed, minority-owned private equity concern focused on helping innovative and enable healthcare and pharmaceutical start-ups. Trindade offers consulting services to start-up organizations, and, when appropriate, takes equity ownership positions in seed or growth oriented healthcare or pharmaceutical investments.

The company was founded in 2000 and incorporated in 2005 as Trindade Pharmaceuticals by Mr. Derek Oubre. The name of the company was changed from Trindade Pharmaceuticals to Trindade Value Partners in 2009. Mr. Oubre is a graduate of Harvard Business School (Class of 1987). He has over 22 years of experience in the healthcare and pharmaceutical markets. Mr. Oubre has over 15 years of experience in hospital, managed care, and healthcare finance and strategy formulation, and he has worked for a long list of hospitals and healthcare organizations including several Kaiser Hospitals, several Veterans Administration Hospitals, several Blue Cross Blue Shield organizations, several for-profit health systems, several not-for-profit health systems, several managed care organizations, insurers, investors and financiers, behavioral and mental health providers, physician networks, provider associations, public health agencies, and several healthcare consulting organizations. The following is short list of some of the organizations Mr. Oubre has completed project related work on behalf of:
- Kaiser Hospital – Panorama City, California
- Kaiser Hospital – Sunset Blvd, Los Angeles, California
• Kaiser Hospital – West LA, Los Angeles, California
• Kaiser Hospital – Portland, Oregon
• Veterans Administration Hospital – Westwood, California
• Veterans Administration Hospital – Panorama City, California
• UCLA Medical Center
• Cedars-Sinai Medical Center
• Holly Cross Hospital
• Johns Hopkins Hospital
• Massachusetts General Hospital
• Blue Cross of California and Affiliated Hospital Systems
• Blue Shield of California and Affiliated Hospital Systems
• Blue Cross of Maryland and Affiliated Hospital Systems
• WellPoint Health Networks
• Amherst Hospital and Health Center
• Highmark Healthcare

In addition, Mr. Oubre has 14 years of experience in the evaluation, design, and implementation of pharmaceutical technology parks, pharmaceutical research centers, and pharmaceutical manufacturing concerns, and over six years of experience as an Executive (both Chief Executive Officer and Chief Financial Officer) managing either clinical research support organizations or pharmaceutical manufacturing concerns.

Trindade offers specialized consulting services focusing on health system restructuring, healthcare program development, health economics and finance, program evaluation, and data analysis. The company provides technical and analytical services to healthcare purchasers, payers, and providers, with a special concentration on those who address the needs of the medically indigent and underserved. The firm has extensive expertise in the design and implementation of health programs, particularly with respect to system development, managed care, long-term care, and behavioral healthcare. Finally, the firm has deep expertise in the design and implementation of clinical studies, and the development of healthcare technology aimed at improving medical care.

From an investment standpoint, Trindade has several ongoing investments in "State of the Art" Brazilian-based pharmaceutical research and pharmaceutical manufacturing facilities and concerns. The Company owns 11 fully incorporated subsidiaries, all of which are focused on developing advanced medical or pharmaceutical technology. Chief among these is TVP investment in Trindade Pharmaceutical, Inc. (TPI). TPI is a United States/Brazilian Initiative in Functional Genomics Research and State-Of-The-Art Pharmaceutical Manufacturing. Phase I of the project is focused on establishing the first Brazilian-based domestic fully integrated pharmaceutical manufacturing concern for a critical advanced-stage disease. In total, the current project plan calls for an investment of $1.6 billion in advanced biotechnology and biologic pharmaceutical manufacturing facilities.

IDEEN Pharmaceuticals Inc., is a Brazilian company that has been involved in the evaluation, and actual physical construction of state-of-the-art advanced healthcare and pharmaceutical multi-sector technology parks and advanced hospitals and pharmaceutical facilities for more than 20 years. In the Latin American pharmaceutical area, IDEEN holds shares in local pharmaceutical companies in Latin America – Brazil, Ecuador, Chile – and Europe, in the areas of Biotechnology, Oncology, Hormones and Phytomedicine.

IDEEN has a tradition of partnering and joint venturing in projects in the areas listed above, and one of its key worldwide partners in Biotechnology is LG Life Sciences, from South
Korea’s LG Chaebol, with whom IDEEN has several business contracts covering the Middle East and Latin America, for all of LGLS’ products, and participates in LG’s Product and Technology Committees.

In the areas of Oncology and Hormones, IDEEN has established strong partnerships with key European, Canadian and American Pharmaceutical Companies, either participating in product and technology development as well as exploiting business opportunities in the Middle East, Americas and Africa.

In phytomedicine, IDEEN does Research and Development of its own, exploiting Brazilian Native Plants, together with key European Pharmaceutical Companies – MERCK AG, SCHWABE and ALTANA – and has close ties and projects with key international researchers both in Brazil and Europe – University of Lausanne (CH), Max Planck Institute (G) and University of Santa Catarina (Br) – being two of the members of IDEEN’s Board of Scientists also member of the Commission E (phyto products approval committee) of EMEA.

CSC Architects (established in 1979) is the building and construction company of IDEEN, focuse since 1987 particularly in projects for healthcare-related industries – Pharmaceutical, API, Cosmetic – and hospital units, with projects executed in Europe (Italy, Germany, Switzerland and Austria), Latin America (Brazil, Equador) and the Middle East (Syria, Saudi Arabia).

CSC Architects has been developing EPCMV projects since 2001, in the Pharmaceutical Industry, building a unique expertise and a selected and highly qualified group of professionals, experienced in biotechnology, oncology, hormone facilities.

TAG-Mississippi Enterprises, LLC is a HUBZone certified, service-disabled veteran owned small business that provides state and federal government agencies and private sector corporations with world class project management services. Formed in 2007, Team TAG’s personnel have extensive collective legal experience and subject matter experience in human resources support including Department of Labor audit services, federal labor and employment law compliance. Additionally, TAG’s personnel have offered advisory service and guidance in areas of benefits compensation, wage and hour regulations and policies, wage and hour audit services and FLSA, FMLA, SCA and Davis Bacon. Further, TEAM TAG has experience in the areas of in human resource management, information technology management (network operations centers) and various technology solutions, HRIS, systems integration, project management, business process reengineering and in hearings and complaint resolution, disciplinary actions, ADA compliance concerns, veteran’s reemployment actions and investigation of age discrimination, sexual harassment claims and EEOC complaints.

Healthcare Management Partners (HMP) is a firm led by a team of C-Level healthcare executives that quickly define and solve problems to produce exceptional results for healthcare organizations and their stakeholders. With its extensive experience, Financial Modeling and Data Analysis Tools, and action-based business model, HMP provides senior executive-led management, financial advisory, and litigation support services to hospitals and other healthcare organizations and their creditors, investors, and business partners.

All of HMP’s senior executives have decades of healthcare experience, including CEO, COO, and CFO assignments across the spectrum of healthcare service providers. Their leaders have deep experience in building and operating thriving healthcare organizations. Part of that experience includes taking decisive action in crisis or turnaround situations. This knowledge base gives HMP a unique perspective and all the tools necessary to handle the issues facing any healthcare provider organization.
Francis Cauffman is a source of new ideas for positive change. A pluralistic global practice that integrates knowledge of architecture, the arts, and human activities, Francis Cauffman embraces complexity as the basis for contemporary, high-performance projects. They work consistently, and communicate openly with their clients to realize new futures.

Francis Cauffman supports the leading healthcare institutions in New York. They are currently working with multiple SUNY institutions, Columbia University Medical Center, New York University Medical Center, Memorial Sloan Kettering Cancer Center, Weil Cornell Medical Center, the Hospital for Special Surgery, Montefiore Medical Center, the Continuum Health System, and the North Shore LIJ Health System. Francis Cauffman has a deep appreciation for the unique regulatory environment in New York, as well as the demand for high performance facilities in the region. They have completed 2,100,000 square feet of ambulatory care, outpatient cancer care, and research space in the last five years, in addition to multi-million dollar, campus-wide master plan implementations for St. Joseph’s Health System, Geisinger Health System, St. Michael’s Medical Center, and Atlantic Health.

The Francis Cauffman team offers these additional unique qualifications as well:
- 2010 ASHE Vista Award winner- This is an award for collaborative team-work and excellence in design and construction. It is issued by ASHE on behalf of the AHA and the AIA.
- Top 40 healthcare design firms – Modern Healthcare, since 2006.
- Multiple AIA and IIDA design awards.
- Published in design and medical journals.

Gilbane Inc., based in Providence, Rhode Island, is one of the largest privately held family-owned real estate development and construction firms in the industry. Proudly family-owned and operated since 1873, their rich history combines with an extensive knowledge of today’s ever-changing demands, allowing them to deliver the best facility solutions for our clients.

Gilbane are steadfast advocates for their clients, employees, and the communities in which they work. Through community involvement, sustainable business practices, and unwavering integrity, their work invigorates and supports all involved parties.

Alston & Bird LLP has grown to become a national AmLaw 50 firm while remaining steeped in a culture with client service and teamwork as the cornerstones of all that they do. Their 270 corporate attorneys develop, assemble and nurture the strongest and broadest array of legal talent and expertise necessary to meet our clients’ needs in an ever-changing and fast-paced environment.

Additional information on select partners available in Appendix III.

3B. Provide a disclosure of all Offeror consultants and counsel involved in preparing the Proposal or who will be involved in the consummation of the transaction including whether any such consultant has contingent financial relationships with Offeror.

This proposal was prepared by Trindade Value Partners, in partnership with Health Care Management Partners, LLC and Francis Cauffman, Inc. Neither Health Care Management Partners nor Francis Cauffman has a contingent financial relationship with the Trindade.
3C. Provide an overview of health care services provided by the Offeror, including the organizational structure, facilities operated, service area, clinical service strengths, and any other relevant information. Describe all of the governance models in the system with respect to any owned, sponsored or otherwise affiliated Article 28 hospitals and other facilities.

During the transition period, the Hospital board shall enter into a management contract with Health Care Management Partners, LLC (“HMP”) to provide executive management of the hospital.

The equity partners of HMP collectively have:
- Managed a number of teaching hospitals and academic medical centers of comparable complexity to the proposed new hospital;
- Directed numerous hospital construction projects including the construction of replacement hospitals of comparable complexity;
- Provided successful turnaround management of multiple financially and/or operationally distressed healthcare providers, including recent relevant experience in New York state; and
- Enjoyed positive labor relations with sophisticated formally organized workforces.

The management contract will be on commercial terms commensurate with the market and shall provide that the community-based Hospital Corporation’s board shall have the right to approve or remove executives presented by HMP. The executives provided under the contract at all times shall report and be accountable to the Hospital Corporation’s board of directors.

3D. Provide a detailed description of the healthcare services proposed to be provided at or near the LiCH campus. Include specific services to be provided and hours of operation and the anticipated locations to the extent practicable. Describe the governance and ownership model for the proposal, especially with respect to any owned, sponsored or otherwise affiliated Article 28 hospitals and other facilities.

Trindade will construct an all new, state-of-the-art 506-bed teaching hospital in four adjacent and interconnected buildings on the current LiCH campus in Brooklyn Heights. Three of the buildings will be modern residential towers which fully integrate medical facilities and physician office space. The all-new 750,000 GSF hospital campus will include the following in four separate buildings:
- Tower 1 will incorporate a 106-bed specialty Women’s Hospital (Hours: 24/7);
- Tower 2 will incorporate a free-standing Ambulatory Care Center (Hours: 7AM-7PM);
- Tower 3 will incorporate a comprehensive Cancer Center (Hours: 7AM-7PM);
- Freestanding 400-bed Medical-Surgical Teaching Hospital (Hours: 24/7).

The Main and Interim Hospitals will operate 24/7.

Each of the new buildings will be interconnected below grade and have its own separate underground parking facilities for patients, visitors, staff and residential owners. In addition to the hospital facilities approximately 175,000 GSF of high quality physician office space will be integrated into the three residential towers.

The Hospital and all related facilities will be leased to, and operated by a new, Not-for-Profit Charitable Corporation (“Hospital Corporation”) that qualifies as tax-exempt under Section 501C(3) of the Internal Revenue Code.
The new Hospital Corporation will provide high quality health services to all members of the community, irrespective of race, ethnic origin, sexual orientation, social or economic status, insurance coverage or ability to pay.

The Hospital will be governed by a board of directors comprised of local community leaders, physicians, nurses, and regional and national leaders from the business and academic medicine communities. The board structure and composition will be fully compliant with the standards of accreditation and licensure for a general acute care hospital.

3E. Specify the medical services anticipated in Offeror’s medical-services plan, including (i) for proposed in-patient services, the expected number of beds; (ii) the medical specialties to be included in the medical-services plan; and (iii) how the medical-services plan will meet the needs of the community.

The new Hospital Corporation will immediately continue to provide inpatient and emergency services in the existing Polak and Amity buildings during the period that the new 106-bed Women’s Hospital and the Ambulatory Care Center are under construction.

During the estimated 24-month construction period for the new Women’s Hospital building, the following services will be consolidated in the Polak and Amity buildings:

- Routine Inpatient;
- Intensive Care (ICU);
- Obstetrics;
- Labor and Delivery;
- In and Outpatient Surgery (ORs, PACU, etc.);
- Radiology and Ultrasound (relocated at an appropriate scale from the Fuller building);
- Laboratory;
- Pharmacy;
- Emergency Room;
- Ambulance Services.

The existing pediatric and psychiatric emergency rooms will be closed and imaging relocated into the vacated space. The new 106-bed Women’s Hospital will open approximately 24 months after the start of construction. Initially, the 106-bed Women’s Hospital will replace the interim facility (providing general medical, surgical, and emergency services) operating in the Polak and Amity buildings.

Once the new 400-bed Medical Surgical Teaching Hospital is opened, the Women’s Hospital will be repurposed to provide women’s services, and will be the only free-standing Women’s Hospital located in the five boroughs of New York.

It will be built for a future volume of 8,000 to 10,000 deliveries per year. We estimate 9,400 births alone are out-migrated from Brooklyn to Manhattan annually based on a birth rate of 16.5 per 1,000 (per New York state Department of Health, Kings County, 2011) and obstetrics outmigration of 21.7% (quoted in Stephen Berger, “At the Brink of Transformation: Restructuring the Healthcare Delivery System in Brooklyn”, November 28, 2011 (hereafter, “The Berger Report”). The Women’s Hospital will contain all private rooms.

An exhibit summarizing the list of proposed services for the replacement teaching hospital follows on the next page.
**Description of Organization continued**

<table>
<thead>
<tr>
<th>400-bed Medical-Surgical Hospital</th>
<th>106-bed Women’s Hospital</th>
<th>Cancer Center</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed list of IP &amp; OP services:</strong></td>
<td><strong>Proposed list of IP &amp; OP services:</strong></td>
<td><strong>Proposed list of OP services:</strong></td>
</tr>
<tr>
<td>• Surgical</td>
<td>• Obstetrics &amp; Gynecology (Medical and Surgical, including all related subspecialties)</td>
<td>• Medical Oncology (Chemotherapy)</td>
</tr>
<tr>
<td>• General surgery</td>
<td>• Surgical Services</td>
<td>• Radiation Oncology</td>
</tr>
<tr>
<td>• Orthopedics</td>
<td>• Post-Partum Inpatient Beds</td>
<td>• CT and MRI (Diagnostic and Treatment Planning)</td>
</tr>
<tr>
<td>• Urology</td>
<td>• Routine Medical Surgical Beds</td>
<td>• Physician offices</td>
</tr>
<tr>
<td>• Cardiovascular surgery</td>
<td>• ICU and NICU</td>
<td></td>
</tr>
<tr>
<td>• Vascular surgery</td>
<td>• Radiology and Ultrasound</td>
<td></td>
</tr>
<tr>
<td>• Cardiothoracic surgery</td>
<td>• 28 to 30 Labor Delivery Rooms</td>
<td></td>
</tr>
<tr>
<td>• Ear, Nose and Throat</td>
<td>• Pharmacy</td>
<td></td>
</tr>
<tr>
<td>• Medical</td>
<td>• Emergency Room (only during construction of the 400 bed hospital building)</td>
<td>• Laboratory</td>
</tr>
<tr>
<td>• Internal medicine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Cardiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pulmonology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Gastroenterology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Rheumatology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Neurology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Endocrinology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Oncology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Hematology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Infectious Disease</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Psychiatry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Radiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Interventional Radiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pathology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Emergency Medicine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Ambulance service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pharmacy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ambulatory Care Center**

**Proposed list of OP services:**

- Multi-specialty services
- Primary Care

*Exhibit 1: Summary List of Proposed Services for Replacement 506-Bed Teaching Hospital*
The planned hospitals and related facilities are designed, including generous and fully integrated professional office space, to become a teaching campus that will provide students and residents with the opportunity to train in a 21st century, high-quality setting. The proposed Hospital Corporation will aggressively seek academic, scientific and clinical affiliations with SUNY and other interested regional and national health sciences centers.

The community stands to greatly benefit by the influx of worker development offered by this plan:

- The new Hospital Corporation shall be committed to a living wage for all workers and the continuous creation of opportunities for advancement.
- The Hospital Corporation will grow employment as the hospital and the related ambulatory and office-based health services expand.
- Upon full implementation, the campus should employ as many as 5,000 healthcare professionals and associated support staff.
- The proposed new teaching hospital can be run successfully at market wage rates and in cooperation with organized labor.

Contrary to other views, we do not believe that low reimbursement rates or perceived high labor costs are the principal factors financially crippling many Brooklyn hospitals. Rather, as supported in the Berger Report, it is a combination of factors including undercapitalized, obsolete buildings and ineffective management and governance.

A new, carefully planned teaching hospital will provide the infrastructure needed upon which to build a high-quality, efficient healthcare service model. Investment in specialist staff and in training and development programs will increase the average skill level of staff and enable the delivery of higher-acuity hospital services.

The Hospital Corporation supports the concepts embodied in “Value Based Purchasing” programs and believe without reservation that the cornerstone of high patient service quality and satisfaction is high levels of employee and physician satisfaction. It is crucial to the proposed Hospital Corporation’s success that employees and medical staff are engaged and consulted throughout the various phases of the project, and that an ongoing dialogue is maintained as the norm once the hospital is up and running.

Community Consultations will be held throughout the replacement hospital’s planning process so that patients and the public are involved throughout. In addition, the hospital’s leaders will maintain a regular, ongoing dialogue with patients and community groups to ensure that the service delivered by the new teaching hospital is constantly improving and outperforming expectations.

We will work closely with the groups involved in the community-based litigation (regarding the future of LICH) to define their long-term role in interacting with the hospital to strengthen all aspects of healthcare delivery and education within the community.
3F. Describe any proposed relationships with any other hospitals, systems, or healthcare providers, if applicable.

None in the Brooklyn market.

3G. Provide compliance history for the proposed healthcare operator and all affiliates, including parent, subsidiaries, and sibling affiliates, if applicable.

No equity partner or employee of HMP, the proposed management company, has ever been sanctioned or fined in conjunction with their activities on behalf of a healthcare provider.

No hospital managed by HMP has ever been sanctioned by the government for activities which occurred during its tenure. HMP has been frequently brought into distressed hospital situations as expert managers where compliance issues had been present and HMP has been central to the identification and rectification of such breaches.

Equity partners of HMP have been frequently retained as both forensic and/or testifying experts in conjunction with allegations of Medicare fraud, including being retained as experts for three of the largest hospital cases in history with settlements ranging from $0.25 to $1.6 billion.

Neither HMP nor any of its equity partners has ever been sued for any acts associated with professional services provided by the firm.

3H. Provide a detailed description of any pending or threatened litigation in which the Offeror, including the proposing organization or any collaborator, is involved, and any judgements, orders, or integrity or compliance agreements that are applicable to the Offeror.

Trindade is not currently involved in any pending or threatened litigation, or applicable judgements, orders, or integrity or compliance agreements, that may affect the ability to execute the proposed project for the Property successfully.
SECTION 3

Description of Proposal

3A. Define the overall nature of the proposal and how it relates to each of the objectives as described in PART 2.A of the RFP. Provide detail on each component of the proposal and describe the relationship between components.

The local demand for health services is sufficient to support the significant investment in the proposed healthcare facilities.

In contrast to Manhattan, Brooklyn is not over-bedded: in fact, average staffed acute care beds per 1,000 population is 1.94 compared to a national average of 2.6 (see Exhibit 2 on the following page). In Brooklyn hospitals, Medicare-certified beds total approximately 6,400, whereas the number of staffed beds is approximately 5,000. (Staffed beds is taken as the number of beds reported on the 2012 CMS Healthcare Cost Report Information Systems reports.)

On the basis of staffed beds, occupancy levels in Brooklyn hospitals in 2012 was over 80% (see Exhibit 3 on the following page). Experience would indicate that unstaffed licensed beds can rarely be put back into service. In most cases, they have been converted to alternative uses and would only be available in the most unusual circumstances.

Further, not all beds are equal: consideration of the physical quality of inpatient beds within Brooklyn hospitals shows a concerning shortage of good quality beds that is driving commercially insured patients and surgical cases to Manhattan hospitals rather than being treated locally, per The Berger Report.

An analysis of the six Brooklyn “focus” hospitals (Brookdale Hospital Medical Center, Brooklyn Hospital Center, Interfaith Medical Center, Kingsbrook Jewish Medical Center, Long Island College Hospital and Wyckoff Heights Medical Center) identified in The Berger Report shows that these providers have capital structures which “preclude the formation of adequate capital for investment in the physical plant” which will “make it difficult for these facilities to maintain quality of care”. At least the ~2440 Medicare-certified beds of these operators (almost 40% of Medicare-certified inpatient beds in Brooklyn) are old and functionally obsolete, and the respective providers are not financially positioned to refurbish or replace them.3 Considering this, the trend towards patient out-migration to Manhattan indicates that there is a serious shortage of even average quality inpatient beds in Brooklyn. Investment in replacement hospital infrastructure is required for the people of Brooklyn to have access to high quality, cost-effective care in an appropriate community setting.

Excluding functionally obsolete beds at the “focus” hospitals, there is currently only an estimated 1.30 staffed beds per 1,000 population in Brooklyn which is half the national average of 2.6 (see Exhibit 2 on the following page).
### Description of Proposal

#### Brooklyn Bed Need Analysis

**Population Growth Rate in Brooklyn (US census, annual rate 2010-2012):** 1.2%

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>2,566,000</td>
<td>2,596,792</td>
<td>2,627,554</td>
<td>2,659,460</td>
<td>2,691,403</td>
<td>2,723,700</td>
<td>2,756,384</td>
<td>2,789,461</td>
<td>2,822,934</td>
</tr>
</tbody>
</table>

- **Projected Population:**
  - 2012 Beds per 1,000 Population: 1.94
  - 2013: 4,986
  - 2014: 4,986
  - 2015: 4,986
  - 2016: 4,986
  - 2017: 4,986
  - 2018: 4,986
  - 2019: 4,986
  - 2020: 4,986

- **Brooklyn Staffed Beds:**
  - 1.94

- **Brooklyn Medicare Certified Beds:**
  - 2.50

- **Brooklyn Beds per Berger Report:**
  - 2.49

- **Brooklyn Beds per Brooklyn Hospitals Safety Net Plan 2014:**
  - 2.46

- **Reduction for Functionally Obsolete Beds:**
  - (1.611)

- **Adjusted Brooklyn Staffed Beds (a + e):**
  - 1.32

- **Proposed Replacement LCH 506 Bed Teaching Hospital:**
  - 3,375

- **Projected Beds per 1,000 Population (adjusted for obsolete beds):**
  - 1.32

| US Average (2011 Staffed Beds) | 2.69 |
| Bed Shortage in Brooklyn: | 1.28 |

**Beds Needed:**


1. 2012 CMS HCRIS Data File, includes 212 Beds for Beth Israel Kings (per NY State DOH Certified Beds)

2. Adjustment for 6 "Forces Hospitals" identified in the Berger report (Brookdale, Brooklyn Hospital, Interfaith, Kingsbrook Jewish, LCH, Wyckoff Heights)

3. "as being inadequately capitalized to create "any significant improvement in efficiency or increases in revenues necessary for their longer term viability".

4. "http://www.jhsc.org/industry/industry/beds" - ANA Annual Survey Copyright 2013 by Health Forum LLC

---

**Exhibit 2: Bed Need Analysis for Brooklyn**
### Brooklyn and Manhattan Acute Care Hospitals
#### Average Occupancy and Average Length of Stay (ALOS)

<table>
<thead>
<tr>
<th>Hospital Name</th>
<th>Average Occupancy</th>
<th>Discharges</th>
<th>ALOS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brooklyn Hospitals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>81.4%</td>
<td>259,924</td>
<td>5.5</td>
</tr>
<tr>
<td>Average Occupancy and ALOS reported in the Berger Report&lt;sup&gt;1&lt;/sup&gt;</td>
<td>70.8%</td>
<td></td>
<td>6.1</td>
</tr>
<tr>
<td><strong>Manhattan Hospitals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>81.7%</td>
<td>395,596</td>
<td>5.4</td>
</tr>
<tr>
<td>Manhattan &quot;Brand Name&quot; Facilities&lt;sup&gt;4&lt;/sup&gt;</td>
<td>86.8%</td>
<td>246,370</td>
<td>5.7</td>
</tr>
<tr>
<td><strong>National Average&lt;sup&gt;5&lt;/sup&gt;</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>70.1%</td>
<td></td>
<td>4.8</td>
</tr>
<tr>
<td><strong>Projected Brooklyn Occupancy at 2012 discharges and national ALOS</strong></td>
<td><strong>71.6%</strong></td>
<td><strong>259,924</strong></td>
<td><strong>4.8</strong></td>
</tr>
</tbody>
</table>

<sup>1</sup> Stephen Berger, “At the Brink of Transformation: Restructuring the Healthcare Delivery System in Brooklyn”, November 28, 2011

<sup>2</sup> Based on Staffed Beds as reported in the 2012 CMS HCRIS data. This is different to Medicare Certified beds that were used in the Berger Report.

<sup>3</sup> 2012 CMS HCRIS Data File, excludes Beth Israel - Kings.

<sup>4</sup> Beth Israel, Hospital for Special Surgery, Sloan-Kettering, NY Presbyterian/Weill, Mount Sinai

<sup>5</sup> National Hospital Discharge Survey: 2010 table, Number and rate of hospital discharges -

http://www.cdc.gov/nchs/data/nhds/1general/2010gen1_ageselectalos.pdf

National Average Occupancy for 400-499 Bed Hospitals in 2009


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*Exhibit 3: Occupancy and ALOS Report for Brooklyn and Manhattan Hospitals*
Description of Proposal continued

Brooklyn needs more than one newly constructed replacement medical-surgical hospital that can provide 21st century medicine in an environment that supports the cost-effective delivery of high quality care. This proposal is to replace only one 506-bed facility.

Most, if not all hospitals in Brooklyn are effectively obsolete evidenced by aged infrastructure, inadequate capital structures and no ability to access the capital required to properly maintain the physical plant. Significant investment is required in order to bring Brooklyn’s hospital infrastructure in line with national standards (per 2012 CMS HRIS data). On average, existing Brooklyn hospitals do not have adequate resources to both operate on a cash flow positive basis and finance the routine replacement of plant and equipment. Excluding Coney Island Hospital, in the aggregate, the remaining Brooklyn hospitals have a cumulative negative net worth of almost $700 million.

_This proposal to build a newly constructed replacement hospital is long overdue: there has not been a new, full service hospital built in the whole of New York City in generations._

Brooklyn residents should be able to choose a high quality, cost effective provider of hospital services that is located in their community. It is largely the high value, and commercially insured patients that are leaving Brooklyn to instead be treated in Manhattan. Significant opportunities exist in offering high quality surgical services (25% of Brooklyn’s surgical patients are seen in Manhattan hospitals) (see Exhibit 4) and obstetrics (22% of Brooklyn’s mothers give birth in Manhattan hospitals) (see Exhibit 4) to Brooklyn’s residents. At a birth rate of 16.5 per 1,000 population, this is approximately 9,400 obstetrics cases alone leaving Brooklyn for Manhattan annually. (Statistics reference the New York State Department of Health, Vital Statistics for Kings County, 2011. We’ve extrapolated based upon outmigration of 21.7% of Brooklyn births to Manhattan hospitals quoted in The Berger Report, and a Brooklyn population of approximately 2.6 million in 2014.)

Many of these patients could, and should be treated in their own local hospital. The right combination of new facilities, the latest equipment and a world-class medical team will encourage these patients to stay local. To this end, we propose to construct a new 400-bed Medical-Surgical Teaching Hospital, a 106-bed Women’s Hospital, a specialist Cancer Center and a free-standing Ambulatory Care Center that will deliver the highest standards of care in a modern and appropriate setting to the people of Brooklyn.

_The replacement teaching hospital will provide higher acuity services and better integrate hospital care with the local providers of primary and elderly care._

The Brooklyn healthcare services market continues to be very hospital-centric: There is a significant gap in primary and preventative medicine which places increased pressure on hospitals. The new Hospital Corporation will ensure the smooth integration of hospital care with community-based care. It’s team of healthcare professionals will work closely with Federally Qualified Health Centers (“FQHCs”), primary care and nursing home providers throughout the borough of Brooklyn to ensure care pathways are set up to provide the best outcomes for patients and efficiently use health resources.

Brooklyn’s hospitals treat a higher proportion of medical cases than the national average, with 25% of Brooklyn’s surgical patients leaving the service area for treatment elsewhere (see Exhibit 4). Since surgical cases on average have a higher acuity (as evidenced by Case Mix Index, see Exhibit 5) and tend to have a lower ALOS, retaining these cases in Brooklyn hospitals can produce a significant improvement in average revenue per patient bed. 35% of patients that leave the service area are commercially insured whereas on average only 15% of the patients remaining in Brooklyn have commercial insurance.
Extract of Information from the Berger Report
Outmigration for Cases Originating in Brooklyn

<table>
<thead>
<tr>
<th>Inpatient Admissions Originating in Brooklyn</th>
<th>Hospital Destination (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>Brooklyn</td>
</tr>
<tr>
<td>356,021</td>
<td>75.8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Hospital Destination (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>Brooklyn</td>
</tr>
<tr>
<td>123,255</td>
<td>83.9</td>
</tr>
<tr>
<td>Surgical</td>
<td>98,888</td>
</tr>
<tr>
<td>Obstetric</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payor</th>
<th>Hospital Destination (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicaid</td>
<td>Brooklyn</td>
</tr>
<tr>
<td>140,759</td>
<td>79.5</td>
</tr>
<tr>
<td>Medicare</td>
<td>112,634</td>
</tr>
<tr>
<td>Commercial</td>
<td>75,608</td>
</tr>
</tbody>
</table>


Exhibit 4: Outmigration for Cases Originating in Brooklyn

Comparison of Medicare Case Mix Index Between Brooklyn and Manhattan Hospitals

Source: American Hospital Directory, HCIS 2012 data

Exhibit 5: Comparison of Medicare Case Mix Index
Description of Proposal

Based on the conduct of a preliminary financial feasibility study, the proposed new 506-bed teaching hospital will be able to generate on an ongoing basis the cash flows necessary to pay the operating costs, rents and other capital costs associated with the successful operation of the hospital.

The preliminary determination of financial feasibility is based on the following key forecast assumptions:

- The proposed new hospital will be licensed and built to operate 506 beds;
- The new hospital will take nine years from award of the contract by SUNY to reach optimum occupancy and financial performance;
- The new hospital complex (all four buildings) will cost approximately $1.5 billion to design, construct, finance, equip and occupy;
- Revenues per staffed bed (at an average 80% occupancy rate) over the nine year ramp-up period will gradually move from the average for Brooklyn hospitals to the average for non-government owned hospitals in Manhattan;
- The hospital will pay wages and benefits that mirror industry wide collective bargaining agreements.

A summary of the preliminary financial forecast model is provided below, in Exhibit 6:

<table>
<thead>
<tr>
<th>Replacement 506-bed teaching hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Financials</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
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<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year:</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Available Beds</td>
<td>60</td>
<td>60</td>
<td>106</td>
<td>106</td>
<td>106</td>
<td>106</td>
<td>506</td>
<td>506</td>
<td>506</td>
<td>506</td>
</tr>
<tr>
<td>Total Revenue ($,000)</td>
<td>$71,604</td>
<td>$73,752</td>
<td>$129,315</td>
<td>$207,949</td>
<td>$236,671</td>
<td>$243,772</td>
<td>$243,772</td>
<td>$710,617</td>
<td>$975,914</td>
<td>$1,271,558</td>
</tr>
<tr>
<td>Operating Expenses ($,000)</td>
<td>$96,604</td>
<td>$98,752</td>
<td>$103,452</td>
<td>$166,359</td>
<td>$189,337</td>
<td>$195,017</td>
<td>$568,404</td>
<td>$780,732</td>
<td>$1,017,254</td>
<td>$1,047,772</td>
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<tr>
<td>EBITDA</td>
<td>($25,000)</td>
<td>($25,004)</td>
<td>($25,863)</td>
<td>($41,590)</td>
<td>($47,334)</td>
<td>($48,754)</td>
<td>($142,123)</td>
<td>($185,183)</td>
<td>($254,314)</td>
<td>($261,943)</td>
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<tr>
<td>Rent</td>
<td>8,340</td>
<td>7,238</td>
<td>7,925</td>
<td>8,759</td>
<td>8,358</td>
<td>9,194</td>
<td>3,766</td>
<td>58,799</td>
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<tr>
<td>Interest</td>
<td>4,004</td>
<td>6,580</td>
<td>7,238</td>
<td>7,925</td>
<td>8,759</td>
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<tr>
<td>Depreciation</td>
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Exhibit 6: Project Financials
Efficient use of space is central to our business case.

The current structure of LICH is overbuilt, functionally obsolete and operationally inefficient when compared to standard healthcare facilities across the country. On an age weighted basis, the average age of the hospital buildings is over 50 years whereas the average age of plant for hospitals nationally is 10.4 years. (The median ‘average age of hospital plant’ in 2011 as reported by Standard & Poor’s Ratings Services was 10.4 and Moody’s Investors Services reported 10.5. Note that S&P’s data reflects only standalone hospitals in its portfolio, while Moody’s data reflects standalone hospitals and single-state health systems in its portfolio.)

The existing LICH facility operates 2,131 GSF per staffed bed whereas the proposed 506-bed new Hospital will be constructed to operate using 1,484 GSF per staffed bed (30% less space per bed that the historical configuration). Occupancy costs, energy, maintenance, and housekeeping will all be more than 30% lower as a percentage of revenues. In fact it is very likely that they will be 50 to 60% lower.

The new facility will have:
- Adequate vertical transportation capacity (i.e. elevator access) to efficiently move patients, visitors, staff and materials; and
- Functional spatial relationships that will dramatically reduce the average distances and time spent by patients and staff to move between various functions. For example, today to take a critically ill patient round-trip from the CCU in the Polak building for a routine x-ray in the Fuller building, nurses and patient transport personnel would have to traverse on average twenty floors vertically in four separate elevator banks and walk laterally more than three city blocks.

The efficient vertical and lateral patient transportation/movement relationships, when combined with a modern hospital with all private rooms, are key factors in:
- Workforce efficiency. The staff can work “smart” and comfortably;
- Patient and staff satisfaction levels; and
- Securing favorable financial results from various “Value Based Purchasing” schemes.

Reimbursement rates are not the primary cause of financial difficulty in many of Brooklyn’s hospitals.

Rather, as noted above, it is the physical plant which makes the cost effective delivery of modern medicine practically impossible. The average hospital in Brooklyn in the bottom quartile nationally for total profits when compared to both all major teaching hospitals and all not-for-profit hospitals with over 500 beds. The average hospital in this peer group has a profit margin in excess of 3% and the hospitals in the top two quartiles (where new hospitals usually fall) has an average margin in excess of 9%. (Based on the most recent Medicare Cost Report Data Contained in the HCRIS data file as for the year ending 12-31-2012.)

Medicare and many commercial insurance hospital payment rates are based on efficiency levels measured at hospitals nationwide. The only local adjustment is the for a local wage index. Hospital providers are already compensated for the higher cost of labor in metropolitan cities such as New York through an adjustment to the payment rates. It is up to hospitals to manage their operations efficiently such that the costs do not exceed the income generated.
Where this becomes extremely difficult is where the physical building is not maintained in line with national averages. Significantly, Brooklyn’s hospital infrastructure is so old that the normal accounting computation for “average age of plant” (Accumulated Depreciation / Depreciation Expense) cannot be meaningfully calculated.

Hard-working teams of doctors, nurses and hospital staff in Brooklyn hospitals are doing their best to deliver 21st century care in buildings constructed for the delivery of medical services in the 1950s, 60s, and 70s.

These same factors are also causing the accelerating out-migration of Medicare and commercially insured patients from Brooklyn to Manhattan (see Exhibit 5). The resulting loss of marginal revenues and the accompanying erosion in payer mix has a very negative impact on the Brooklyn hospitals’ financial performance.

In the financial projections underlying the financial feasibility of the proposed new hospital, there is NO assumption or expectation that unit patient revenues will increase in real terms over the next ten years.

4B. Describe the type of Health Care Entities proposed.

- 400-Bed Medical/Surgical Hospital
- 106-Bed Women’s Hospital
- Cancer Center
- Ambulatory Care Center
Exhibit C
Term Sheet

Offerors are directed to fill out all sections of the Term Sheet regardless of the project included in an Offeror’s Proposal.

This Term Sheet does not create or give rise to any contractual or other legally binding or enforceable rights, obligations or liabilities of any kind on the part of SUNY, Downstate at LICH Holding Company, Inc. (“Holding Company”), or the Offeror; it being the intent of the parties that only a subsequently formalized written agreement covering the matters set forth herein, if duly authorized, executed and delivered by the respective parties, shall bind such parties and then only with respect to such covered matters. Indicate any deviations from the Term Sheet by marking deletions as strike-through and additions as underlined. Note: that deviations may not be accepted by SUNY or Holding Company.

Offeror acknowledges that this Term Sheet does not include all terms and conditions for the proposed transactions. Moreover, Offeror acknowledges that the terms and conditions included in this Term Sheet are subject to change.

Note: “Contract of Sale,” “agreement,” “definitive agreement” and “contract” all refer to the formalized written agreement covering the matters set forth in this RFP.

A. **Offeror** [describe Offeror as required in PART 2.J.1 above of the RFP]

B. **Sites** – Indicate which properties are included (X) in the Proposal including proposed use.*

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<td>Demo - site for Apts/Women’s Hospital</td>
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* The above plan is subject to the condition that Trindade will be granted an operating license for the hospital and other healthcare centers, and receive approval on all other regulatory or real estate requirements as outlined in this proposal. If we are granted a license, the Fuller and Othmer Pavilion will be the only sites deeded as “hospital property”. The new towers will be mixed use facilities. As described in the executive summary and real estate plan sections of the proposal, we will provide the new healthcare facilities as community facilities within the towers. If Trindade is not granted a license after attempting for a period of two years or longer, all of the property will be converted to non-hospital use.
C. **Health Services – [list services to be provided at which property location]** *

D. **Financial Terms**
   1. Non-Contingent Cash Purchase price: $210,000,000.00

   The cash purchase price will be due upon conveyance of the Property to the Successful Offeror.

   2. **Taxes**

   Successful Offeror shall pay all transfer taxes, mortgage recording taxes and sales taxes imposed by the City and the State of New York in connection with the transaction contemplated herein.

E. **Development Requirements** **

The Successful Offeror will be required to finance all renovations necessary for the provision of any proposed health services. Describe all necessary renovations for the provision of proposed health services.

F. **Closing Dates for Contract of Sale**
   1. The Closing Date shall be no more than six (6) months subsequent to execution and delivery of the contract of sale.

   2. Holding Company shall have the right, in its sole discretion, to extend the Closing Date.

   3. Upon the request of the Successful Offeror, Holding Company may grant no more than one one-month extension to the Closing Date upon receipt of $170,000.00 in consideration of the extension.

   4. Notwithstanding anything to the contrary contained herein, if the conveyance of the Property does not occur on or before the Closing Date as unequivocally established by Holding Company in a "time of the essence closing notice," Holding Company shall have the right to declare a default under the contract of sale and retain the down payment on behalf of itself and SUNY.

G. **Preliminary Obligations**
   1. Successful Offeror is responsible for securing all necessary approvals.

   2. Upon submission of its proposal and with confirmation thirty (30) days prior to the Closing Date the Successful Offeror must transmit to Holding Company the following:
      a) Evidence of financing and equity, in the form of executed financial commitments and statements of the availability of dedicated funds, certified by the appropriate officer of Successful Offeror, in an aggregate amount that is sufficient to satisfy the non-contingent purchase price and to renovate any of the properties in which health services will be provided, together with a revised construction budget for such space(s), on terms that Holding Company reasonably determines will permit the proposed development to be completed.

      b) Letters of intent executed by potential tenants of any space(s) in which health services will be provided if by other than the Successful Offeror.

   3. If Successful Offeror fails to satisfy any of the preliminary obligations then, at Holding Company's discretion, the agreement shall terminate, upon notice to Successful Offeror***

*The health services are described in the cover letter, and health services descriptions in detail in Sections 2 and 3 of the proposal. As stated in the proposal, these services will not be offered unless Trindade receives operating license. No medical services will be offered if Trindate is not given a operating license within a two year period without disregard to the reason for failure.

**The renovation and new construction plan is detailed in Section 3. This plan is subject to the same conditions listed in part C above.

***The offeror will not be held liable for any failure to obtain an operating license. Thus, the holding company may not exercise any of the above rights to default on close due to a failure of the offeror to obtain a license. Further, this provision is subject to the conditions outlined in part C above.
from Holding Company. The Successful Offeror, SUNY, and Holding Company shall not have any further rights, duties or obligations hereunder, and Holding Company may retain the down payment on behalf of itself and SUNY as liquidated damages for Successful Offeror’s failure to close.

H. Conditions for Closing
1. The Board of Directors of Holding Company shall have approved the disposition of the Property to the Successful Offeror in accordance with the Contract.
2. All approvals necessary to the disposition of the Property to the Successful Offeror in accordance with the Contract shall have been obtained.
3. Successful Offeror shall have paid for or have reimbursed the appropriate party for any additional appraisal for the Property.

I. Additional Conditions of the Sale
1. Due Diligence. The Successful Offeror will be permitted on the Property prior to closing for only non-invasive inspections or minimum work required to develop plans and pursue financing; provided that Holding Company has sufficient security to ensure the Successful Offeror will proceed to closing regardless of the testing results.*
2. The Property will be disposed of in "As Is" condition. **

J. Deed Provisions ***
The Deed shall prescribe the following, post-closing, covenants and conditions that shall encumber the Property:
1. If the following conditions are not satisfied, then Holding Company, in consultation with and on behalf of SUNY, shall have the right to declare that it is exercising its right of re-acquisition for condition broken and may thereupon re-enter the Property, without paying Successful Offeror or any subsequent owner of the Site any consideration:
   a) The Successful Offeror has not provided health services in accordance with a schedule to be agreed upon with SUNY prior to the execution of a contract of sale.
   b) Commencement of construction and/or renovation of the Property to be used for health services has not occurred within thirty-six (36) months from the date of conveyance.
   c) Licensing or similar authorizations necessary for the provision of health services is not in effect by the completion of construction or lapses, or is revoked, suspended, or surrendered, and a substitute provider reasonably acceptable to SUNY is not secured within thirty-six (36) months of such event.
   d) Successful Offeror has not obtained a Temporary Certificate of Occupancy ("TCO") for the properties in which health services are to be provided within a prescribed time period after commencement of construction, such time period to be agreed upon with SUNY prior to the execution of a contract of sale.

The time period for the satisfaction of the above conditions shall be subject to extensions as a result of "Unavoidable Delays". Unavoidable Delays shall mean delays incurred by Successful Offeror or its tenants due to strikes, lockouts or other labor disputes, severe weather conditions, earthquakes or other acts of God, inability to obtain labor or materials due to restrictions of

* The Offeror will be allowed on the property to conduct an environmental assessment and soil testing for hidden environmental conditions that would need to be mitigated or cured. SUNY will be required to assert in writing that it know of no environmental issues prior to close.

** SUNY will be responsible for the cost associated with any environmental issues know to the organization but not disclosed to the Offeror.

*** The Offeror will not be held responsible for any failure to obtain an operating license for health services. No health services will be offered if the Offeror is unable to obtain a license after attempting to do so in good faith for a period of two years.
Governmental Authorities, enemy action, civil commotion, fire or other casualty, acts of war or terrorism, or court orders not resulting from any unlawful action or breach of contract of Successful Offeror or any affiliate thereof; provided, in each case. Successful Offeror shall have given SUNY and Holding Company notice of such unavoidable delays promptly following Successful Offeror having obtained knowledge of the occurrence of same, and where and when possible the Successful Offeror diligently pursues the completion of the project.

K. Other

1. As Is

   a) At the closing of the transactions contemplated by the Agreement, the Successful Offeror will covenant that it is fully familiar with the physical condition, state of repair and tenancies or occupancies encumbering the Property, will not make any claim regarding the condition of the Property, and agrees to accept the Property "as is". The Successful Offeror will be responsible for all required environmental remediation."

   b) At the closing of the transactions contemplated by the Agreement, the Successful Offeror will covenant that it has not been induced by and has not relied upon any representations, warranties or statements, whether oral or written, express or implied, made by SUNY or Holding Company, or any agent, employee or other representative of any of them or by any broker or any other person representing or purporting to represent any of them concerning the Property, its state of title, condition or state of repair, the absence or presence of hazardous waste and materials upon or under the Property, or any other matter affecting or relating to the Property or this transaction which are not expressly set forth in the agreement.

2. Continuing Obligations:

   a) The Deed for each Property shall provide that no subsequent sale or refinancing shall occur without SUNY or Holding Company’s prior approval (such entity to be designated in the contract of sale) for a period of ____ after closing, and as to such Property as will be used for health services, for a period of [not less than 20 years] ____ after closing.

   b) The Deed for each Property to be used for the provision of health services as specified in the contract of sale shall provide that all leases for spaces to be used for health services shall be subject to the prior approval of the New York State Department of Health for a period of ____ after closing.

   c) The foregoing provisions shall run with the land.

* The offeror will not be responsible for any environmental remediation for environmental issues know to SUNY by not disclosed to the Offeror.
SECTION 5

Transaction Structure

6A. Describe the legal structure of the proposed transaction (i.e., affiliation, joint venture, asset purchase, acquisition, etc.).

After acquiring LICH, Trindade will spin out the assets and control of the concern to a wholly owned "Portfolio Company" newly named the Heracles Healthcare LLC (HH). Trindade will maintain 100% ownership of the company, which will be formed as a limited liability company. Heracles Healthcare will then move to create two entities for the purpose of managing the healthcare assets and the construction schedule. The Cobble Hill Hospital Management Company (CHC Management) will be created as a for-profit entity and shall have responsibility for turning around the hospital. This company will be 100% owned by HH. The hospital itself will be spun out and established as a not-for-profit 501c3 entity. A not-for-profit board shall govern the hospital with seats assigned for the community. The Cobble Hill Real Estate Redevelopment Company shall in like manner be created. This company shall also be owned 100% by HH, but will be charged with the responsibility for managing the real estate development. TVP and the Cobble Hill Hospital will have a sale lease back arrangement for the hospital land.

The following is a depiction of the legal structure:
Transaction Structure continued

6B. Articulate the reasoning for the structural preference.

The legal structure was formulated to carefully manage the healthcare redevelopment plan. The hospital turnaround will be managed by HMP through the Cobble Hill Management Company. This structure was developed to maximize the potential of this effort.

6C. Describe which governmental, regulatory or third party approvals as regarded as necessary or important to a proposed transaction.

1. New operating license to continue the provision of healthcare services following SUNY’s withdrawal

In our proposal we agree to move forward independently to acquire an "Operating Certificate" on an expedited basis, however we will not be able to operate the hospital without proper certification.

2. Permission to create a Special Zoning District

Part of the funding for the significant investment in the four hospital buildings will be generated from real estate development. The parameters for the development will need to be agreed between community stakeholders so the proposal to build the hospital is financially feasible.

6D. Identify and discuss key factors related to this proposal.

Our key priorities are:

- Providing quality care for the community.
- Helping SUNY to transition LICH successfully to a new operator.
- Working with SUNY to create a world-class new teaching hospital in Brooklyn.

6E. Identify potential problem areas with any proposed transaction involving the LICH campus.

As we have stated throughout this proposal, we are concerned about SUNY’s decision to refuse to transfer the existing operating license. In our proposal, we have attempted to put forward the best proposal possible. And we have strived to give both the community and SUNY what each party wants and needs.

Clearly, the community would be outraged if LICH were to close because of this issue, or if this proposal was rejected due to this issue.

We would like to state definitively that we are willing to work with SUNY on this issue. We would welcome the opportunity to work out a transaction plan for SUNY that protected SUNY from any issues it might be concerned about regarding the license.

We are also open to negotiating any other issue of concern enclosed in this proposal.
7A. Provide the financial plan for implementation of such proposal.

If Trindade is chosen, we will call $21 Million US Dollars from the available limited partnership funds provided by IDEEN. An additional $189 Million US Dollars will be called at close of transaction.

Trindade will then move forward with the redevelopment plan as outlined in the proposal and draw down on the balance as needed.

7B. Specify the financial sources available to capitalize the proposed transaction and provide details, including proposing organization's financial statements and commitment letters or letters of intent, if applicable.

IDEEN Pharmaceuticals is available to capitalize the proposed transaction, and has committed $2 Billion US Dollars.

A full description of Ideen Pharmaceuticals is included in Appendix II. Mr. Renato Pimazzoni is the president and CEO of IDEEN Pharmaceuticals.

Mr. Pimazzoni is located in São Paulo, Brazil. On Monday March 17, 2014, Mr. Pimazzoni executed a Limited Partnership and Subscription Agreement with Trindade Pharmaceuticals. His signature on the document was notarized in Brazil and the document was forwarded to Mr. Oubre via email and federal express. Mr. Oubre executed the agreements on March 18. The original document is included in the response marked as “original.”
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APPENDIX I

Required Forms

• Submission Identification Form
• Registration and Confidentiality Agreement
• Non-Collusion Certification Form
• Procurement Lobbying Act Certification
• Term Sheet
• M/WBE Utilization Plan
• Staffing Plan
• EEO Policy Statement
• NYS Vendor Responsibility Questionnaire
Attachment 1
Submission Identification Form

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Street Address
495 North Columbus Avenue

City Mt. Vernon State NY Zip Code 10552

If applicable, place an "x" in the appropriate box: (check all that apply)

1. ☑ Small Business (if checked, provide # of employees) 3
2. ☐ Minority Owned Business ☐ New York State Certified
3. ☐ Women-Owned Business ☐ New York State Certified

Total number of people employed by firm?

1

Are the prices quoted in your bid the same as, or lower than, that quoted to other corporations, institutions or governmental agencies for similar services and/or like equipment or supplies?

☐ YES ☐ NO; If NO, please explain: Not Applicable

Does your firm agree that all presentations and materials will be free from racial, religious or sexual bias?

X ☐ YES ☐ NO

Please indicate if you or any officer of your organization, or any party owning or controlling more than ten (10) percent of your equity if you are a corporation or other entity with equity, or any member if you are a firm or association, is an officer or employee of the State of New York, or of a Public Benefit Corporation of the State of New York.

List Names and Titles
N/A

If you are not submitting a bid, place an "x" in the box and return this page only.

☐ We are unable to submit a bid at this time because:

Explain: Not Applicable

Offeror Signature: [Signature]
Title: President and CEO
Phone: 917-822-6058
E-mail address: dereko@trinfsma.com

Printed Name: Derek Oubre
Date: 3/15/2014
Website: www.trinfsma.com

Restricted Period

In accordance with the requirements of New York State Finance Law Sections 139j and 139k ("Lobbying Law"), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the State University of New York's designated contacts only.
Attachment 2
Registration and Confidentiality Agreement

In consideration of registering as an Offeror for Request for Proposal X002654 of the State University of New York ("RFP") and of receiving access to certain information relating to such RFP, Offeror, and its representatives and agents, shall treat all information obtained from SUNY and/or Downstate at LICH Holding Company, Inc. in connection with this RFP (the "Confidential Information") confidentially, and shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Offerors or any other person, firm or entity, including press or other media, without SUNY's prior written approval. Offerors shall refer all press and other inquiries concerning the RFP and the Confidential Information, without further comment, to SUNY.

Agreed to this 15 day of March, 2014

Name of Offeror: Derek Oubre

By: Trindade Value Partners

Name: Derek Oubre

Title: President and CEO

Address: 495 North Columbus Avenue
Mt. Vernon, NY 10552

email address: derek@trinarma.com
Telephone: 917-822-6058
BY SUBMISSION OF THIS PROPOSAL, OFFEROR AND EACH PERSON SIGNING ON BEHALF OF OFFEROR CERTIFIES, AND IN THE CASE OF JOINT PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The proposed non-contingent purchase price of this proposal has been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such price with any other offeror or with any competitor;

[2] Unless otherwise required by law, the price which has been quoted in this proposal has not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and

[3] No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A PROPOSAL SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE OFFEROR(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE OFFEROR SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this 15 day of March 2014 as the act and deed of said corporation or partnership.

IF OFFEROR(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS                        LEGAL RESIDENCE

N/A - Not a joint proposal


IF OFFEROR(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES                        LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer
**Identifying Data**

Offeror: Trindade Value Partners

Street Address: 495 North Columbus Avenue

City, Town, Zip: Mt Vernon, NY 10552

Telephone: 917-822-6058 Title: President and CEO

Derek Oubre

If applicable, Responsible Corporate Officer Name

Title: President and CEO

Signature: [Signature]

Joint or combined proposals by companies or firms must be certified on behalf of each participant:

<table>
<thead>
<tr>
<th>Legal name of person, firm or corporation</th>
<th>Legal name of person, firm or corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Street Address</td>
<td>Street Address</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State Zip</td>
<td>City, State Zip</td>
</tr>
</tbody>
</table>
Exhibit B
Procurement Lobbying Act Certification

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) that a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of $15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency’s procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential offeror nor a person acting on behalf of the offeror should contact any individual at SUNY other than the person designated in this RFP as SUNY’s Designated Contact, nor attempt to unduly influence award of the contract. SUNY will make a record of all Contacts, and such record of Contacts will become part of the procurement record for this RFP. A determination that an offeror or a person acting on behalf of the offeror has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this RFP. Additional sanctions may apply.

SUNY’s Procedures are available at:
Offeror must complete the following and attach to its proposal:

1. As defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offeror within the previous four years where such a finding was due to a violation of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO ☐ YES ☒ If yes, attach explanation

2. Has a governmental entity terminated or withheld a procurement contract with the Offeror because of violations of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO ☐ YES ☒ If yes, attach explanation

CERTIFICATION:
By signing below the Offeror affirms and certifies that it: (1) has reviewed and understands the Policy and Procedure of SUNY, related to SFL §§ 139-j and 139-k, (2) agrees to comply with SUNY’s procedure relating to Contacts with respect to this procurement, and (3) has provided information that is complete, true, and accurate with respect to SFL §§ 139-j and 139-k. Offeror understands that SUNY reserves the right to terminate any resulting contract in the event it is found that the certification filed by the Offeror in accordance State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, SUNY may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of the contract.

| Firms Name and Address: | Trindade Value Partners  
495 North Columbus Avenue  
Mt. Vernon, NY 10552 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FEIN #:</td>
<td>20-3955269</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(917) 822-6058</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>( ) -</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:dereko@trinfarma.com">dereko@trinfarma.com</a></td>
</tr>
</tbody>
</table>
| Offeror’s Name and Title: | Derek Oubre  
President and CEO |
| Offeror’s Signature: | [Signature] |
| Date: | 3/15/2014 |
Exhibit C
Term Sheet

Offerors are directed to fill out all sections of the Term Sheet regardless of the project included in an Offeror's Proposal.

This Term Sheet does not create or give rise to any contractual or other legally binding or enforceable rights, obligations or liabilities of any kind on the part of SUNY, Downstate at LICH Holding Company, Inc. ("Holding Company"), or the Offeror; it being the intent of the parties that only a subsequently formalized written agreement covering the matters set forth herein, if duly authorized, executed and delivered by the respective parties, shall bind such parties and then only with respect to such covered matters. Indicate any deviations from the Term Sheet by marking deletions as strike-through and additions as underlined. Note: that deviations may not be accepted by SUNY or Holding Company.

Offeror acknowledges that this Term Sheet does not include all terms and conditions for the proposed transactions. Moreover, Offeror acknowledges that the terms and conditions included in this Term Sheet are subject to change.

Note: "Contract of Sale," "agreement," "definitive agreement" and "contract" all refer to the formalized written agreement covering the matters set forth in this RFP.

A. **Offeror** [describe Offeror as required in PART 2.J.1 above of the RFP]

B. **Sites** – Indicate which properties are included (X) in the Proposal including proposed use.*

<table>
<thead>
<tr>
<th>X</th>
<th>Building</th>
<th>Address</th>
<th>Proposed Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Pohlemus Building</td>
<td>348-352 Henry</td>
<td>Convert to Apartments</td>
</tr>
<tr>
<td>40</td>
<td>349 Henry Building</td>
<td>349 Henry, 115 Amity</td>
<td>Convert to Apartments</td>
</tr>
<tr>
<td>20</td>
<td>Parking Garage</td>
<td>350-352 Hicks</td>
<td>Demo - site for Apts/Women's Hospital</td>
</tr>
<tr>
<td>20</td>
<td>Engineer Building</td>
<td>385-389 Hicks</td>
<td>Demo - site for Apts/Ambulatory Care Center</td>
</tr>
<tr>
<td>8</td>
<td>Cobble Hill Condominium</td>
<td>124-134 Atlantic</td>
<td>Convert to Apartments with Retail</td>
</tr>
<tr>
<td>8</td>
<td>94 Amity Residences</td>
<td>94 Amity</td>
<td>Demo - site for Apartments</td>
</tr>
<tr>
<td>11</td>
<td>43 Columbia</td>
<td>43 Columbia</td>
<td>Continue to use as Apartments</td>
</tr>
<tr>
<td>10</td>
<td>336 Flatbush</td>
<td>336 Flatbush</td>
<td>Convert to Apartments</td>
</tr>
<tr>
<td>4</td>
<td>184 Sterling</td>
<td>184 Sterling</td>
<td>Convert to Apartments with Retail</td>
</tr>
<tr>
<td>20</td>
<td>112 Pacific Street</td>
<td>112 Pacific Street</td>
<td>Convert to Apartments</td>
</tr>
<tr>
<td>80</td>
<td>Amity</td>
<td>80 Amity</td>
<td>Acquire, Demo for Apartments</td>
</tr>
</tbody>
</table>

*The above plan is subject to the condition that Trindade will be granted an operating license for the hospital and other healthcare centers, and receive approval on all other regulatory or real estate requirements as outlined in this proposal. If we are granted a license, the Fuller and Othmer Pavilion will be the only site deemed as "hospital property." The new towers will be mixed use facilities. As described in the executive summary and real estate plan sections of the proposal, we will provide the new healthcare facilities as community facilities within the towers. If Trindade is not granted a license after attempting for a period of two years or longer, all of the property will be converted to non-hospital use.
C. Health Services – [list services to be provided at which property location] *

D. Financial Terms
1. Non-Contingent Cash Purchase price: $ 210,000,000.00

The cash purchase price will be due upon conveyance of the Property to the Successful Offeror.

2. Taxes

Successful Offeror shall pay all transfer taxes, mortgage recording taxes and sales taxes imposed by the City and the State of New York in connection with the transaction contemplated herein.

E. Development Requirements **

The Successful Offeror will be required to finance all renovations necessary for the provision of any proposed health services. Describe all necessary renovations for the provision of proposed health services.

F. Closing Dates for Contract of Sale
1. The Closing Date shall be no more than six (6) months subsequent to execution and delivery of the contract of sale.

2. Holding Company shall have the right, in its sole discretion, to extend the Closing Date.

3. Upon the request of the Successful Offeror, Holding Company may grant no more than one one-month extension to the Closing Date upon receipt of $170,000.00 in consideration of the extension.

4. Notwithstanding anything to the contrary contained herein, if the conveyance of the Property does not occur on or before the Closing Date as unequivocally established by Holding Company in a "time of the essence closing notice," Holding Company shall have the right to declare a default under the contract of sale and retain the down payment on behalf of itself and SUNY.

G. Preliminary Obligations
1. Successful Offeror is responsible for securing all necessary approvals.

2. Upon submission of its proposal and with confirmation thirty (30) days prior to the Closing Date the Successful Offeror must transmit to Holding Company the following:
   a) Evidence of financing and equity, in the form of executed financial commitments and statements of the availability of dedicated funds, certified by the appropriate officer of Successful Offeror, in an aggregate amount that is sufficient to satisfy the non-contingent purchase price and to renovate any of the properties in which health services will be provided, together with a revised construction budget for such space(s), on terms that Holding Company reasonably determines will permit the proposed development to be completed.
   b) Letters of intent executed by potential tenants of any space(s) in which health services will be provided if by other than the Successful Offeror.

3. If Successful Offeror fails to satisfy any of the preliminary obligations then, at Holding Company's discretion, the agreement shall terminate, upon notice to Successful Offeror.***

* The health services are described in the cover letter, and health services descriptions in detail in Sections 2 and 3 of the proposal. As stated in the proposal, these services will not be offered unless Trindade receives operating license. No medical services will be offered if Trindade is not given a operating license within a two year period without regard to the reason for failure.

** The renovation and new construction plan is detailed in Section 3. This plan is subject to the same conditions listed in part C above.

*** The offeror will not be held liable for any failure to obtain an operating license. Thus, the holding company may not exercise any of the above rights to default on close due to a failure of the offeror to obtain a license. Further, this provision is subject to the conditions outline in part C above.
from Holding Company. The Successful Offeror, SUNY, and Holding Company shall not have any further rights, duties or obligations hereunder, and Holding Company may retain the down payment on behalf of itself and SUNY as liquidated damages for Successful Offeror's failure to close.

H. Conditions for Closing
1. The Board of Directors of Holding Company shall have approved the disposition of the Property to the Successful Offeror in accordance with the Contract.
2. All approvals necessary to the disposition of the Property to the Successful Offeror in accordance with the Contract shall have been obtained.
3. Successful Offeror shall have paid for or have reimbursed the appropriate party for any additional appraisal for the Property.

I. Additional Conditions of the Sale
1. Due Diligence. The Successful Offeror will be permitted on the Property prior to closing for only non-invasive inspections or minimum work required to develop plans and pursue financing; provided that Holding Company has sufficient security to ensure the Successful Offeror will proceed to closing regardless of the testing results.

2. The Property will be disposed of in "As Is" condition. **

J. Deed Provisions ***
The Deed shall prescribe the following, post-closing, covenants and conditions that shall encumber the Property:

1. If the following conditions are not satisfied, then Holding Company, in consultation with and on behalf of SUNY, shall have the right to declare that it is exercising its right of re-acquisition for condition broken and may thereupon re-enter the Property, without paying Successful Offeror or any subsequent owner of the Site any consideration:
   a) The Successful Offeror has not provided health services in accordance with a schedule to be agreed upon with SUNY prior to the execution of a contract of sale.
   b) Commencement of construction and/or renovation of the Property to be used for health services has not occurred within thirty-six (36) months from the date of conveyance.
   c) Licensing or similar authorizations necessary for the provision of health services is not in effect by the completion of construction or lapses, or is revoked, suspended, or surrendered, and a substitute provider reasonably acceptable to SUNY is not secured within thirty-six (36) months of such event.
   d) Successful Offeror has not obtained a Temporary Certificate of Occupancy ("TCO") for the properties in which health services are to be provided within a prescribed time period after commencement of construction, such time period to be agreed upon with SUNY prior to the execution of a contract of sale.

The time period for the satisfaction of the above conditions shall be subject to extensions as a result of "Unavoidable Delays". Unavoidable Delays shall mean delays incurred by Successful Offeror or its tenants due to strikes, lockouts or other labor disputes, severe weather conditions, earthquakes or other acts of God, inability to obtain labor or materials due to restrictions of

* The Offeror will be allowed on the property to conduct an environmental assessment and soil testing for hidden environmental conditions that would need to be mitigated or cured. SUNY will be required to assert in writing that it know of no environmental issues prior to close.

** SUNY will be responsible for the cost associated with any environmental issues known to the organization but not disclosed to the Offeror.

*** The Offeror will not be held responsible for any failure to obtain an operating license for health services. No health services will be offered if the Offeror is unable to obtain a license after attempting to do so in good faith for a period of two years.
Governmental Authorities, enemy action, civil commotion, fire or other casualty, acts of war or terrorism, or court orders not resulting from any unlawful action or breach of contract of Successful Offeror or any affiliate thereof; provided, in each case. Successful Offeror shall have given SUNY and Holding Company notice of such unavoidable delays promptly following Successful Offeror having obtained knowledge of the occurrence of same, and where and when possible the Successful Offeror diligently pursues the completion of the project.

K. Other

1. As is

   a) At the closing of the transactions contemplated by the Agreement, the Successful Offeror will covenant that it is fully familiar with the physical condition, state of repair and tenancies or occupancies encumbering the Property, will not make any claim regarding the condition of the Property, and agrees to accept the Property "as is". The Successful Offeror will be responsible for all required environmental remediation.*

   b) At the closing of the transactions contemplated by the Agreement, the Successful Offeror will covenant that it has not been induced by and has not relied upon any representations, warranties or statements, whether oral or written, express or implied, made by SUNY or Holding Company, or any agent, employee or other representative of any of them or by any broker or any other person representing or purporting to represent any of them concerning the Property, its state of title, condition or state of repair, the absence or presence of hazardous waste and materials upon or under the Property, or any other matter affecting or relating to the Property or this transaction which are not expressly set forth in the agreement.

2. Continuing Obligations

   a) The Deed for each Property shall provide that no subsequent sale or refinancing shall occur without SUNY or Holding Company's prior approval (such entity to be designated in the contract of sale) for a period of ________ after closing, and as to such Property as will be used for health services, for a period of [not less than 20 years] ________ after closing.

   b) The Deed for each Property to be used for the provision of health services as specified in the contract of sale shall provide that all leases for spaces to be used for health services shall be subject to the prior approval of the New York State Department of Health for a period of ________ after closing.

   c) The foregoing provisions shall run with the land.

* The offeror will not be responsible for any environmental remediation for environmental issues known to SUNY by not disclosed to the Offeror.
## M/WBE Utilization Plan

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

---

**Offeror’s Name:** Trindade Value Partners  
**Address:** 495 North Columbus Avenue  
**City, State, Zip Code:** Mt. Vernon, NY 10552  
**Telephone No.:** 917-822-6058  
**Authorized Representative:** Derek Oubre  
**Signature:**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name, Address, Email Address, Telephone No.</strong></td>
<td><strong>NYS ESD CERTIFIED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1. All MWBE certified firms will be identified and will meet or exceed the required thresholds prior to contract award. | □ MBE  
□ WBE |                  |                                                                           |                                                                                                                  |
| 2. | **NYS ESD CERTIFIED** |                  |                                                                           |                                                                                                                  |
|    | □ MBE  
□ WBE |                  |                                                                           |                                                                                                                  |
| 3. | **NYS ESD CERTIFIED** |                  |                                                                           |                                                                                                                  |
|    | □ MBE  
□ WBE |                  |                                                                           |                                                                                                                  |
| 4. | **NYS ESD CERTIFIED** |                  |                                                                           |                                                                                                                  |
|    | □ MBE  
□ WBE |                  |                                                                           |                                                                                                                  |
| 5. | **NYS ESD CERTIFIED** |                  |                                                                           |                                                                                                                  |
|    | □ MBE  
□ WBE |                  |                                                                           |                                                                                                                  |

**Federal Identification No.:**  
**Location of Work:** SUNY at Long Island College Hospital  
**Project No.:** X002654  
**M/WBE Goals in the Contract:** MBE % WBE %  
**EEO Goals in the Contract:** MBE % WBE %
6. NYS ESD CERTIFIED  
☐ MBE  
☐ WBE

7. NYS ESD CERTIFIED  
☐ MBE  
☐ WBE

8. NYS ESD CERTIFIED  
☐ MBE  
☐ WBE

9. NYS ESD CERTIFIED  
☐ MBE  
☐ WBE

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).  

PREPARED BY (Signature): Derek Oubre  
DATE: 3/15/2014  
NAME AND TITLE OF PREPARER (Print or Type): Derek Oubre, President and CEO  
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR’S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.: 917-822-6058  
EMAIL ADDRESS: dereko@rinfarm.com

FOR M/WBE USE ONLY  

REVIEWED BY:  
DATE:
| UTILIZATION PLAN APPROVED: □ YES □ NO Date: |
| Contract No.: Project No. (if applicable): |
| Contract Award Date: |
| Estimated Date of Completion: |
| Amount Obligated Under the Contract: |
| Description of Work: |
| NOTICE OF DEFICIENCY ISSUED: □ YES □ NO Date: |
| NOTICE OF ACCEPTANCE ISSUED: □ YES □ NO Date: |
### EEO STAFFING PLAN

**Instructions on page 2**

Solicitation No.: X002654

Reporting Entity: Trindade Value Partners

Report includes Contractor's/Subcontractor's:
- [X] Work force to be utilized on this contract
- [ ] Total work force
- [X] Offerer
- [ ] Subcontractor
  - Subcontractor's name

**Offeror's Name:** Trindade Value Partners

**Offeror's Address:** 495 North Columbus Avenue, Mt. Vernon, NY, 10552

---

**Enter the total number of employees for each classification in each of the EEO-Job Categories identified**

<table>
<thead>
<tr>
<th>EEO-Job Category</th>
<th>Total Workforce</th>
<th>Workforce by Gender</th>
<th>Workforce by Race/Ethnic Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male (M)</td>
<td>Female (F)</td>
<td>White (M)</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td>Black (M)</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Disabled (M)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Veteran (M)</td>
</tr>
</tbody>
</table>

- Officials/Administrators: 1 (1 Male, 1 Female)
- Professionals: 1
- Technicians: 1
- Sales Workers: 1
- Office/Clerical: 1
- Craft Workers: 1
- Laborers: 1
- Service Workers: 1
- Temporary /Apprentices: 1

**Totals:**

**Prepared by (Signature):** [Signature]

**Telephone No.:** 917-822-6258

**Email Address:** dereko@trinfama.com

**Date:** 3/15/2014

**Name and Title of Preparer (Print or Type):** Derek Odre

Submit completed with bid or proposal

MWBE Form 108
General Instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (ADM/EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:
1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'.
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION
Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **ISLANDER**
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

MWBE Form 108
MINORITY AND WOMEN'S BUSINESS - EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM POLICY STATEMENT

Policy Statement

The [Trindade Value Partners] commits to carrying out the intent of the New York State
(Name of Campus, Consultant, Contractor)
Executive Law, Article 15-A which assures the meaningful participation of minority and
women's business enterprises in contracting and the meaningful participation of minorities and
women in the workforce on activities financed by public funds.

Minority Business Officer

[Derek Oubre] is designated as the Minority Business Enterprise Officer
(Name of Designated Officer)
responsible for administering the Minority and Women’s Business-Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

[TBD] % Minority Business Enterprise Participation

[TBD] % Women’s Business Enterprise Participation

EEO Contract Goals

[TBD] % Minority Labor Force Participation

[TBD] % Female Labor Force Participation

[Signature]
(Authorized Representative)

Title: President and CEO

Date: 3/15/2014

MWBE Form 104
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION
The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)
The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS
All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the “New York State Vendor Responsibility Definitions List” existing at the time of certification.

RESPONSES
Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY
Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of “Reporting Entity” but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY
An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include “sibling organizations” (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE
The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.
NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY

1. LEGAL BUSINESS ENTITY INFORMATION

Legal Business Entity Name*  
Trindade Pharmaceutical Inc.

EIN  
20-3955269

Address of the Principal Place of Business (street, city, state, zip code)  
495 North Columbus Avenue  
Mt. Vernon, NY 10552

New York State Vendor Identification Number

Telephone  
(917) 822-6058  ext.

Fax

Email  
derekotrinfarma.com

Website  
www.trinfarma.com

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

<table>
<thead>
<tr>
<th>Type</th>
<th>Name</th>
<th>EIN</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA</td>
<td>Trindade Value Partners</td>
<td>-20395526</td>
<td>Active</td>
</tr>
</tbody>
</table>

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

- [x] Corporation (including PC)  
  Date of Incorporation  
  2005

- [ ] Limited Liability Company (LLC or PLLC)  
  Date of Organization  
  2005

- [ ] Partnership (including LLP, LP or General)  
  Date of Registration or Establishment  
  2005

- [ ] Sole Proprietor  
  How many years in business?  
  8

- [ ] Other  
  Date Established  
  2005

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State?  
- [x] Yes  
- [ ] No

If ‘No,’ indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

- [ ] United States  
  State ______

- [ ] Other  
  Country ______

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded?  
- [ ] Yes  
- [x] No

If “Yes,” provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number?  
- [ ] Yes  
- [x] No

If “Yes,” Enter DUNS Number

*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.
I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select "N/A," if Principal Place of Business is in New York State.)

☐ Yes  ☐ No  ☒ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

☐ Yes  ☐ No

If "Yes," check all that apply:
- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
- ☐ New York State certified Women-Owned Business Enterprise (WBE)
- ☐ New York State Small Business (SB)
- ☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Percentage Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derek Oubre</td>
<td>President and CEO</td>
<td>100</td>
</tr>
</tbody>
</table>

Page 3 of 10
**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**FOR-PROFIT BUSINESS ENTITY**

### II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

- **Legal Business Entity**
  
  **Note:** If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (Skip the remainder of section II and proceed with section III.)

- **Organizational Unit within and operating under the authority of the Legal Business Entity**
  
  See definitions of "Reporting Entity" and "Organizational Unit" for additional information on criteria to qualify for this selection.
  
  **Note:** If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (Complete the remainder of section II and all remaining sections of this questionnaire.)

### IDENTIFYING INFORMATION

- **a)** Reporting Entity Name: Trindade Value Partners

  - Address of the **Primary Place of Business** (street, city, state, zip code):
    495 North Columbus Avenue, Mt. Vernon, NY, 10552
  - Telephone: 917-822-6058 ext.

- **b)** Describe the relationship of the Reporting Entity to the Legal Business Entity: Same

- **c)** Attach an organizational chart

- **d)** Does the Reporting Entity have a DUNS Number?  
  - Yes ☐ No ☒

  If "Yes," enter DUNS Number

- **e)** Identify the designated manager(s) responsible for the business of the Reporting Entity. For each person, include name and title. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derek Oubre</td>
<td>President and CEO</td>
</tr>
</tbody>
</table>
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

### III. LEADERSHIP INTEGRITY

*Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:*

<p>| | | | |</p>
<table>
<thead>
<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>3.0 Sanctioned relative to any business or professional permit and/or license?</td>
<td>Yes</td>
<td>No</td>
<td>Other</td>
</tr>
<tr>
<td>3.1 Suspended, debarred, or disqualified from any government contracting process?</td>
<td>Yes</td>
<td>No</td>
<td>Other</td>
</tr>
<tr>
<td>3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?</td>
<td>Yes</td>
<td>No</td>
<td>Other</td>
</tr>
<tr>
<td>3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</td>
<td>Yes</td>
<td>No</td>
<td>Other</td>
</tr>
<tr>
<td>a) Any business-related activity; or</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</td>
<td>Yes</td>
<td>No</td>
<td>Other</td>
</tr>
</tbody>
</table>

For each "Yes" or "Other" explain:

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the reporting entity:*

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1 Been subject to a denial or revocation of a government prequalification?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

For each "Yes," explain:
### V. INTEGRITY – CONTRACT AWARD

_Within the past five (5) years, has the reporting entity:_

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each "Yes," explain:

### VI. CERTIFICATIONS/LICENSES

_Within the past five (5) years, has the reporting entity:_

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each "Yes," explain:

### VII. LEGAL PROCEEDINGS

_Within the past five (5) years, has the reporting entity:_

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5 Other than previously disclosed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each "Yes," explain:
## VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

### 8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

- [ ] Yes
- [x] No

If “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### 8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000?

- [ ] Yes
- [x] No

If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### 8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?

- [ ] Yes
- [x] No

If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### 8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

- [ ] Yes
- [x] No

If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.

### 8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?

- [ ] Yes
- [x] No

If “Yes,” provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

### 8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?

- [ ] Yes
- [x] No

If “Yes,” provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### 8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?

- [ ] Yes
- [x] No

#### a) If “Yes,” did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?

- [ ] Yes
- [x] No

If “Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of "associated entity" for additional information to complete this section.)

9.0 Does the Reporting Entity have any Associated Entities?
Note: All questions in this section must be answered if the Reporting Entity is either:
- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).
If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

☐ Yes ☐ No

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:
   a) Any business-related activity; or
   b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

☐ Yes ☐ No

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?

If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

☐ Yes ☐ No

9.3 Within the past five (5) years, has any Associated Entity:

   a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

   □ Yes □ No

   b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

   □ Yes □ No

   c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

   □ Yes □ No

   d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?

   □ Yes □ No

   e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

   □ Yes □ No

   f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

   □ Yes □ No

   g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

   □ Yes □ No

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
   Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

☐ Yes ☒ No

If "Yes," indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derek Oubre</td>
<td>917-822-6058</td>
<td>ext.</td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td>Email</td>
</tr>
<tr>
<td>President and CEO</td>
<td></td>
<td><a href="mailto:dereko@trinfarma.com">dereko@trinfarma.com</a></td>
</tr>
</tbody>
</table>
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official

Printed Name of Signatory

Derek Oubre

Title

President and CEO

Name of Business

Trindade Pharmaceutical Inc.

Address

495 North Columbus Avenue

City, State, Zip

Mt. Vernon, NY 10552

Sworn to before me this 17 day of March, 2019.

Notary Public

KIN C. YIP
Notary Public, State of New York
No. 01168280020
Qualified in Nassau County
Commission Expires April 14, 2022