

EXHIBIT 12

EXHIBIT 12

This exhibit contains the first page of each transaction document that received government and regulatory approvals, followed by the corresponding signature pages containing those approvals.

Contents

1. First Amended and Restated Purchase and Sale Agreement
 - a. Approved by OSC, AG
 - b. *See* Exhibit 11 for full agreement
 - c. Document No. 00429

2. First Amendment to Lease
 - a. Approved by OSC, AG, DOB; Consent by DASNY
 - b. *See* Exhibit 6 for full amendment
 - c. Document No. 00088

3. Second Amended and Restated Grant and Distribution Agreement
 - a. Approved by OSC, AG
 - b. *See* Exhibit 13 for full agreement
 - c. Document No. 01379

4. Subordination, Non-Disturbance and Attornment Agreement (Interim Sublease)
 - a. Approved by OSC, AG
 - b. *See* Exhibit H to Exhibit 11
 - c. Document No. 01226

5. First Amended and Restated Interim Lease, Interim Sublease
 - a. Approved by OSC, AG
 - b. *See* Exhibits C and D, respectively, to Exhibit 11
 - c. Document No. 00850 & 00942

6. Amendment to First Amended and Restated Interim Lease
 - a. Approved by OSC, AG, DASNY
 - b. Executed after the PSA

FIRST AMENDED AND RESTATED

PURCHASE AND SALE AGREEMENT

- among -

DOWNSTATE AT LICH HOLDING COMPANY, INC.,

("Seller")

- and -

FPG COBBLE HILL ACQUISITIONS, LLC

("Purchaser")

- and -

NYU HOSPITALS CENTER

("NYUHC")

- and -

FORTIS PROPERTY GROUP, LLC

("Fortis")

Effective: June 30, 2014

Approval as to Form

Eric T. Schneiderman
Attorney General

By: _____

Name: _____

Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____

Name: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

OCT 28 2014

Charlotte E. Brayner
FOR THE STATE COMPTROLLER

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
IN ACCORDANCE WITH NY SFL §112
CONTRACT PROCESS *RIR*
OCT 28 2014

Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

Contract X00 2654

October 24, 2014

Ruth Booher, Esq.
The State University of New York
State University Plaza
353 Broadway
Albany, NY 12246

Re: Dormitory Authority of the State of New York State Personal Income Tax
Revenue Bonds, Series 2012D (the "PIT Bonds")

Dear Ms. Booher:

The Dormitory Authority of the State of New York ("DASNY") issued the above-referenced Bonds, a portion of the proceeds of which was used to refund certain bonds issued by DASNY on behalf of The Long Island College Hospital ("LICH"). Prior to the issuance of the PIT Bonds, Downstate at LICH Holding Corporation ("DLHC"), a New York not-for-profit corporation created pursuant to state statute and an "instrumentality" of SUNY for purposes of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code, acquired ownership of certain property then constituting substantially all of LICH's real property, fixtures, furniture, equipment and other personal property used by LICH in connection with the operation of the Hospital (the "DLHC Property") on May 29, 2011. DLHC had assumed certain obligations of LICH and had leased the DLHC Property to SUNY pursuant to a Lease Agreement dated as of May 29, 2011 (the "2011 Lease Agreement"), which is still in effect.

The 2011 Lease Agreement requires DASNY consent to any sublease of the DLHC Property by SUNY and to any amendment of the 2011 Lease Agreement. SUNY has delivered the attached certificate, dated October 22, 2014 (the "SUNY Certificate"), and has requested DASNY consent to the First Amendment to Lease, dated as of June 30, 2014, by and between DLHC and SUNY (the "Lease Amendment") and the First Amended and Restated Medical Facility Sublease, dated as of June 30, 2014, by and between SUNY and DLHC (the "Sublease").

DASNY hereby consents to the Lease Amendment and to the Sublease, as amended, having received the attached no-adverse-effect opinion from Hawkins Delafield & Wood LLP.

CORPORATE HEADQUARTERS

515 Broadway
Albany, New York 12207-2964
T 518.257.3000
F 518.257.3100

NEW YORK OFFICE

One Penn Plaza, 52nd Floor
New York, New York 10119-0098
T 212.273.5000
F 212.273.5121

BUFFALO OFFICE

539 Franklin Street
Buffalo, New York 14202-1109
T 716.884.9780
F 716.884.9787

Please do not hesitate to contact me should you have any questions.

Very truly yours,



Michael T. Corrigan
Vice President

cc: Larry Volk
Tracy Raleigh
Donna Rosen
Debbie Paden

L120020

28100

DOWNSTATE AT LICH HOLDINGS COMPANY, INC.

Lessor

and

THE STATE UNIVERSITY OF NEW YORK

Lessee

FIRST AMENDMENT TO LEASE

Dated June 30, 2014

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

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

Block: 259, Lot: 8;

Block: 282, Lot: 50;

Block: 284, Lot: 1;

Block 285, Lot 1001;

Block: 290, Lot: 13;

Block: 291, Lots: 1 and 8;

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

Block 1058, Lots: 28 and 30,

AGENCY CODE: 28100

CONTRACT NUMBER L120020

Approval as to Form

Eric T. Schneiderman
Attorney General

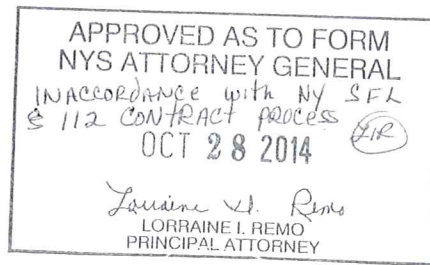
By: _____
Name: _____
Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller



By: _____
Name: _____
Date: _____



Approved:

Robert L. Megna
Director of the Division of the Budget

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

**SECOND AMENDED AND RESTATED
GRANT AND DISTRIBUTION AGREEMENT
BY AND BETWEEN
DOWNSTATE AT LICH HOLDING COMPANY, INC.
AND
THE STATE UNIVERSITY OF NEW YORK**

This **SECOND AMENDED AND RESTATED GRANT AND DISTRIBUTION AGREEMENT** (this “**Agreement**”) effective as of the 30th day of June, 2014 (the “**Effective Date**”) by and between Downstate at LICH Holding Company, Inc., a New York not-for-profit corporation (“**Holding**”) and The State University of New York, an educational corporation organized and existing under the laws of the State of New York, acting on behalf of its Health Science Center at Brooklyn (“**SUNY**”). Holding and SUNY may each be referred to herein as a “**Party**”, and collectively as the “**Parties.**” Capitalized terms used herein but not otherwise defined shall have the meanings set forth in that certain First Amended and Restated Purchase and Sale Agreement, effective as of the date hereof, to which Holding, FPG Cobble Hill Acquisitions, LLC (“**Purchaser**”), NYU Hospitals Center (“**NYUHC**”) and for certain limited purposes Fortis Property Group, LLC (“**Fortis**”) are parties (the “**Purchase Agreement**”). The Parties previously entered into a Grant and Distribution Agreement dated June 30, 2014 (the “**Original GDA**”) and a First Amended and Restated Grant and Distribution Agreement effective as of June 30, 2014 (the “**First Amended GDA**”). This Agreement supersedes both the Original GDA and the First Amended GDA, in their entirety and the Original GDA and First Amended GDA are of no force and effect.

WHEREAS, Holding was organized by SUNY and has been operated exclusively for charitable, educational and scientific purposes such that it has been recognized by the Internal Revenue Service as an organization that is a tax-exempt, public charity within the meaning of Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Holding, as a charitable organization, is further exempted from certain other taxes by the New York State Department of Taxation and Finance; and

WHEREAS, SUNY is the sole member of Holding and a public instrumentality of the State of New York, with the corporate power and authority to direct the activities of Holding; and


WHEREAS, Holding was organized by SUNY exclusively as an instrumentality of SUNY for the benefit, and in support, of the governmental, charitable, scientific and educational purposes of SUNY; and

WHEREAS, Holding’s organizational documents provide that all assets, income and net earnings of Holding shall inure solely to the benefit of SUNY and, in the event of a dissolution of Holding, after the payment of expenses all remaining net assets and property of Holding are to be distributed to SUNY; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Holding has agreed to sell and Purchaser has agreed to purchase the Property for a purchase price totaling Two Hundred Forty Million Dollars (\$240,000,000), subject to certain possible adjustments as set forth in Sections 3, 5.5, 6.2, 7.6 and 10.3(a)(ix) of the Purchase Agreement (the “**Purchase Price**”); and



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

STATE UNIVERSITY OF NEW YORK

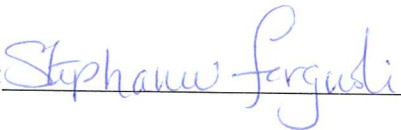
By: 

Its: Vice Chancellor

Dated: October 23, 2014

APPROVED AS TO FORM
 NYS ATTORNEY GENERAL
in accordance with NY
§ FL 9112 contract provisions
 OCT 28 2014 

 LORRAINE I. REMO
 PRINCIPAL ATTORNEY

DOWNSTATE AT LICH HOLDING COMPANY, INC.

By: 

Its: Vice President and Secretary

Dated: October 24, 2014

Approval as to Form

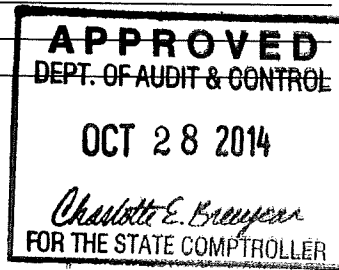
Eric T. Schneiderman
Attorney General

By: _____
Name: _____
Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____
Name: _____
Date: _____



**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
(INTERIM SUBLEASE)**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (herein called this "*Agreement*"), made as of this ____ day of October, 2014 (herein called the "*Effective Date*"), by and among **DOWNSTATE AT LICH HOLDING COMPANY, INC.**, a New York not-for-profit corporation (herein called "*Landlord*"), and **NYU HOSPITALS CENTER**, a New York not-for-profit corporation (herein called "*Subtenant*").

Statements of Fact

Landlord and FPG Cobble Hill Acquisitions, LLC (herein called "*Tenant*") entered into a certain first amended and restated interim lease (hereinafter called the "*Lease*") effective as of June 30, 2014, pursuant to which Landlord leased to Tenant, and Tenant hired from Landlord, portions (herein collectively called the "*Premises*") of the buildings (herein collectively called the "*Buildings*") known as The Polak Pavilion, 363 Hicks Street, Brooklyn, New York and The Henry Street Building, 340 Henry Street, Brooklyn, New York. The Buildings are located on the land more particularly described on *Exhibit A* attached hereto and made a part hereof.

Contemporaneously with the execution and delivery of the Lease, Landlord, Tenant, Subtenant and Fortis Property Group, LLC, entered into a certain first amended and restated purchase and sale agreement (herein called the "*PSA*"), pursuant to which Tenant and Subtenant have agreed to purchase certain real property from Landlord (including, with respect to Tenant, the Buildings and the land on which they are situated.

Pursuant to the PSA, Subtenant has entered into a certain interim sublease with Tenant dated as of the Effective Date (herein called the "*Sublease*"), pursuant to which Tenant sublet to Subtenant, and Subtenant hired from Tenant, the entire Premises. As a condition to entering into the Sublease, Subtenant has required the execution of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

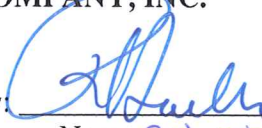
1. The Sublease, any extensions, renewals, replacements, or modifications thereof and all of the right, title and interest of Subtenant in and to the Premises are, and shall continue to be, subject and subordinate to the Lease and to all of the terms and conditions contained therein, as well as to any renewals, modifications, replacements, consolidations and extensions thereof. Landlord hereby consents to the execution and delivery of the Sublease by Tenant.

2. In the event of the termination, expiration, surrender, or release of the Lease (regardless of whether as a consequence of a default by Landlord or Tenant thereunder, as the voluntary act of either or both of the parties thereto in the absence of such a default, as a result of a fire, other casualty, or condemnation affecting all or part of the Premises, as a result of the passage of time, or otherwise), other

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

LANDLORD:

DOWNSTATE AT LICH HOLDING COMPANY, INC.

By: 
Name: Robert Haelen
Title: President

SUBTENANT:

NYU HOSPITALS CENTER

By: _____
Name:
Title:

Tenant hereby joins in the execution and delivery of this Agreement solely for purposes of agreeing to the provisions of Paragraph 5 hereof.

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
IN ACCORDANCE WITH NY SFL §112
CONTRACT PROCESS *LR*
OCT 28 2014
Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

TENANT:

FPG COBBLE HILL ACQUISITIONS, LLC

By: _____
Name:
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

LANDLORD:

DOWNSTATE AT LICH HOLDING COMPANY, INC.

By: _____
Name:
Title:

SUBTENANT:

NYU HOSPITALS CENTER

By: [Signature]
Name: Robert I. Grossman, MD
Title: Chief Executive Officer

Tenant hereby joins in the execution and delivery of this Agreement solely for purposes of agreeing to the provisions of Paragraph 5 hereof.

TENANT:

FPG COBBLE HILL ACQUISITIONS, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
IN ACCORDANCE WITH NY SPL §112
CONTRACT PROCESS LIR
OCT 28 2014
Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

LANDLORD:

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

By: _____

Name:

Title:

SUBTENANT:

NYU HOSPITALS CENTER

By: _____

Name:

Title:

Tenant hereby joins in the execution and delivery of this Agreement solely for purposes of agreeing to the provisions of Paragraph 5 hereof.

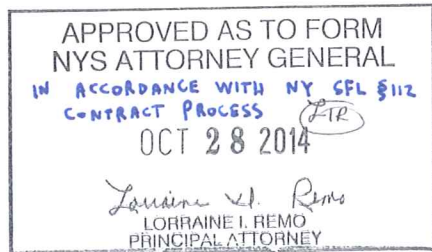
TENANT:

FPG COBBLE HILL ACQUISITIONS, LLC

By: _____

Name: *Joel Kestenbaum*

Title: *President*



Approval as to Form

Eric T. Schneiderman

Attorney General

By: _____

Name: _____

Date: _____

Approved:

Thomas P. DiNapoli

State Comptroller

By: _____

Name: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
OCT 28 2014
Charlotta E. Breyers
FOR THE STATE COMPTROLLER

**FIRST AMENDED AND RESTATED
INTERIM LEASE**

DOWNSTATE AT LICH HOLDING COMPANY, INC.,

LANDLORD

TO

FPG COBBLE HILL ACQUISITIONS, LLC,

TENANT

Effective Date:

June 30, 2014

Demised Premises:

Portions of the First (1st) Floor at:

The Polak Pavilion
363 Hicks Street
Brooklyn, New York

and

The Henry Street Building
340 Henry Street
Brooklyn, New York

INTERIM SUBLEASE

FPG COBBLE HILL ACQUISITIONS, LLC,

LANDLORD

TO

NYU HOSPITALS CENTER,

TENANT

Date:

October __, 2014

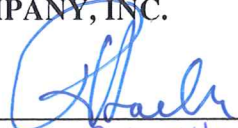
Demised Premises:

Portions of the First (1st) Floor at
The Polak Pavilion, 363 Hicks Street
The Henry Street Building, 340 Henry Street
Brooklyn, New York

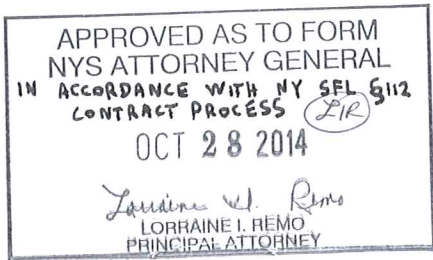
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

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

By: 

Name: Robert Haelen
Title: President



TENANT:

FPG COBBLE HILL ACQUISITIONS, LLC

By: _____

Name:
Title:

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

DOWNSTATE AT LICH HOLDING
COMPANY, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM
 NYS ATTORNEY GENERAL
 IN ACCORDANCE WITH NY SPL §112
 CONTRACT PROCESS
 OCT 28 2014
Lorraine I. Remo
 LORRAINE I. REMO
 PRINCIPAL ATTORNEY

TENANT:

FPG COBBLE HILL ACQUISITIONS, LLC

By: *Joel Kestenbaum*

Name: *Joel Kestenbaum*

Title: *President*

Approval as to Form

Eric T. Schneiderman
Attorney General

By: _____

Name: _____

Date: _____

Approved:
Thomas P. DiNapoli
State Comptroller

By: _____

Name: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

OCT 28 2014

Charlotte E. Brewer
FOR THE STATE COMPTROLLER

AMENDMENT

TO

FIRST AMENDED AND RESTATED INTERIM LEASE

THIS AMENDMENT (“*Amendment*”) to the **FIRST AMENDED AND RESTATED INTERIM LEASE (“*Interim Lease*”)** is effective as of the 31st day of December 2014 by and between **DOWNSTATE AT LICH HOLDING COMPANY, INC.**, a New York not-for-profit corporation (“*Landlord*”), and **FPG COBBLE HILL ACQUISITIONS, LLC**, a Delaware limited liability company (“*Tenant*”). Landlord and Tenant are each individually referred to herein as a “*Party*” and collectively as the “*Parties*.”

RECITALS

- A. Landlord and Tenant entered into the Interim Lease, effective June 30, 2014.
- B. Pursuant to Section 13.02 of the Interim Lease, Landlord agreed to provide certain Building services to Tenant until the Building Operations Takeover Date, which will be 11:59 P.M. on December 31, 2014, at which juncture such Building services were scheduled to cease.
- C. Landlord and Tenant now desire to amend the Interim Lease to reflect that Landlord will continue to provide certain of such Building services for a limited period beyond the Building Operations Takeover Date, at Tenant’s cost.

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


1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Amendment. Capitalized terms not defined herein have the meaning set forth in the Interim Lease, unless otherwise specifically indicated or unless the context clearly indicates to the contrary.

2. **Amendment.** Section 13.02 of the Interim Lease is hereby amended by adding a new sub-section (c), which reads in its entirety as follows:

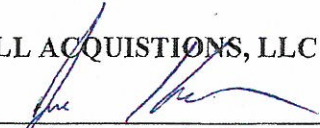
“(c) Notwithstanding the forgoing provisions of this Section 13.02, Landlord shall continue to provide the following services after the Building Operations Takeover Date, at Tenant’s sole cost and expense: (i) engineering (including mechanic and electrician) oversight services for the Building Systems (the “***Engineer Services***”), to be provided by the engineers and other personnel listed on Exhibit E; and (ii) the information technology and infrastructure equipment and services set forth on Exhibit F (the “***IT Services***”), to support the Engineer Services. The Engineer Services shall be limited to oversight of the Building Systems (i.e., the services that the personnel listed on Exhibit E were performing at the Building prior to the Building Operations Takeover Date) and shall include the maintenance or repair of such systems to the same extent that such personnel performed maintenance and repair as part of their normal job functions prior to

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

DOWNSTATE AT LICH HOLDING COMPANY, INC.

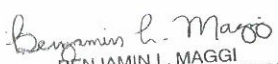
By: 
Name: Robert Haelen
Title: President

FPG COBBLE HILL ACQUISITIONS, LLC

By: 
Name: Joel Kestenbaum
Title: President

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

DEC 31 2014


BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

APPROVED
DEPT. OF AUDIT & CONTROL

DEC 31 2014


FOR THE STATE COMPTROLLER

December 31, 2014

Ruth E. Booher,
Deputy Counsel for Health Affairs
Office of General Counsel
The State University of New York
State University Plaza
Albany, New York 12246

Re: Amendment to First Amended and Restated Interim Lease

Dear Ms. Booher:

Pursuant to paragraph 8 of the Amendment to the First Amended and Restated Interim Lease effective as of December 31, 2014 by and among Downstate at LICH Holding Company, Inc. and FPG Cobble Hill Acquisitions, LLC (the "Amendment to the First Amended and Restated Interim Lease"), the Dormitory Authority of the State of New York approves the Amendment to the First Amended and Restated Interim Lease. No additional tax opinion is required in connection with such amendment.

If you have any questions, please do not hesitate to contact Debbie Paden at 518-257-3120.

Sincerely,



Michael T. Corrigan
Vice President

CORPORATE HEADQUARTERS

515 Broadway
Albany, New York 12207-2964

T 518.257.3000
F 518.257.3100

NEW YORK OFFICE

One Penn Plaza, 52nd Floor
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