


**CERTIFICATE OF THE SECRETARY  
OF  
DOWNSTATE AT LICH HOLDING COMPANY, INC.**

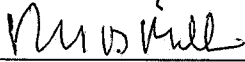
I, Stephanie Fargnoli, hereby certify on behalf of the Downstate at LICH Holding Company, Inc. (the "Company"), that I am the duly elected and acting Secretary of the Company, and that:

1. The document attached hereto as Exhibit "A" is a true, correct and complete copy of the approval received from the New York State Department of Health of the Closure Plan submitted by University Hospital of Brooklyn with respect to its Downstate Medical Center at LICH campus, Facility Identification Number 1302, Certificate Number 7001037H (the "DOH Consent"), which is in full force and effect as of the date hereof.
2. The document attached hereto as Exhibit "B" is a true, correct and complete copy of the Order Granting 510/511 Petition In the Matter of the Application of DOWNSTATE AT LICH HOLDING COMPANY, INC., For an Order Approving the Sale of the Assets of Downstate at LICH Holding Company, Inc., pursuant to Sections 510 and 511 of the Not-for-Profit Corporation Law (the "NPL Consents"), which is in full force and effect as of the date hereof.
3. The document attached hereto as Exhibit "C" is a true, correct and complete copy of a certain resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company effective June 30, 2014, and said resolution has not been revoked, rescinded or modified, and, as of the date hereof, is in full force and effect.
4. The document attached hereto as Exhibit "D" is the Certificate of Good Standing of the Company, certified by the Secretary of State of the State of New York.
5. The following person have been duly elected or appointed to the office set forth opposite his or her respective name, and is duly authorized to sign on behalf of the Company in such capacity, and the signature appearing opposite the name is his or her genuine signature.

**Name**  
Robert M. Haelen

**Office**  
President

**Signature**  
  
\_\_\_\_\_

Name	Office	Signature
Robert M. Haelen	President	<hr/>
Stephanie Fagnoli	Secretary and Vice President	<hr/>
Richard Miller	Vice President for Fiscal Affairs, Chief Financial Officer	 <hr/>

IN WITNESS WHEREOF, I have, on behalf of the Company, executed this Certificate as of the \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Stephanie Fagnoli, Secretary

Stephanie Fagnoli

Secretary and Vice President

Stephanie Fagnoli

Richard Miller

Interim Vice President for Fiscal  
Affairs, Chief Financial Officer

IN WITNESS WHEREOF, I have, on behalf of the Company, executed this Certificate as of the  
9<sup>th</sup> day of March, 2020.

Stephanie Fagnoli  
Stephanie Fagnoli, Secretary

**EXHIBIT A**

**DOH CONSENT**



SUNY  
**DOWNSTATE**  
Medical Center

John F. Williams, Jr., MD, EdD, MPH, FCCM  
President

University Hospital of Brooklyn  
College of Medicine  
School of Graduate Studies  
College of Nursing  
College of Health Related Professions  
School of Public Health

January 8, 2015

Ruth Leslie, Director  
New York State Department of Health  
Division of Hospitals and Diagnostic & Treatment Centers  
875 Central Avenue  
Albany, NY 12206

RE: Closure of Services  
SUNY Downstate Medical Center at  
Long Island College Hospital (LICH)  
339 Hicks Street, Brooklyn, NY 11201  
Operating Certificate: 7001037H  
Facility ID: 1302

Dear Ms. Leslie:

This letter serves as notification that all services have been terminated at LICH on or before December 31, 2014. A copy of the operating certificate is enclosed.

If you should need any additional information please contact Dorothy Fyfe, Associate Vice President for Policy and Planning at (718) 270-2726.

Sincerely,

John Williams Jr., MD, EdD, MPH, FCCM  
President

Enclosure

cc: Astra Dowell  
Michael Miller  
Kevin O'Mara  
Kathleen Gaine

Facility Id. 1302  
Certificate No. 7001037H



State of New York  
Department of Health  
Office of Health Systems Management

OPERATING CERTIFICATE

Hospital

SUNY Downstate Medical Center @ LICH  
339 Hicks Street  
Brooklyn, New York 11201

Effective Date: 05/29/2011  
Expiration Date: NONE

Certified Beds - Total	506
Coronary Care	8
Intensive Care	15
Maternity	38
Medical / Surgical	313
Neonatal Continuing Care	10
Neonatal Intensive Care	12
Neonatal Intermediate Care	16
Pediatric	34
Pediatric ICU	5
Physical Medicine and Rehabilitation	16
Psychiatric	39

Operator: State of New York  
Operator Class: Public State

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the service(s) specified.

Ambulance	Ambulatory Surgery - Multi Specialty	Audiology O/P	CT Scanner	Cardiac Catheterization - Adult Diagnostic
Cardiac Catheterization - Percutaneous	Certified Mental Health Services O/P	Chemical Dependence - Rehabilitation O/P	Clinic Part Time Services	Clinical Laboratory Service
Coronary Intervention (PCI)	Emergency Department	Family Planning O/P	Health Fairs O/P	Intensive Care
Coronary Care	Lithotripsy	Magnetic Resonance Imaging	Maternity	Medical Social Services
Linear Accelerator	Methadone Maintenance O/P	Neonatal Continuing Care	Neonatal Intensive Care	Neonatal Intermediate Care
Medical/Surgical	Nuclear Medicine - Therapeutic	PET Scanner	Pediatric	Pediatric Intensive Care
Nuclear Medicine - Diagnostic	Pharmaceutical Services	Physical Medical Rehabilitation	Physical Medicine and Rehabilitation O/P	Prenatal O/P
Pediatric O/P	Psychiatric	Radiology - Diagnostic	Radiology-Therapeutic	Renal Dialysis - Acute
Primary Medical Care O/P	Therapy - Occupational O/P	Therapy - Physical O/P	Therapy - Speech Language Pathology	Therapy - Speech Language Pathology O/P
Respiratory Care				
Therapy - Vocational Rehabilitation O/P				

Other Authorized Locations:

Hospital

University Hospital of Brooklyn  
445 Lenox Road  
Brooklyn, New York 11203

20110601 Deputy Commissioner  
Office of Health Systems Management

This certificate must be conspicuously displayed on the premises.

*Niran R. Ghosh*  
Commissioner

Facility Id.  
Certificate No.

1302  
7001037H

Page 2 of 2

State of New York  
Department of Health  
Office of Health Systems Management  
OPERATING CERTIFICATE



Effective Date: 05/29/2011  
Expiration Date: NONE

Hospital

SUNY Downstate Medical Center @ LICM  
339 Hicks Street  
Brooklyn, New York 11201

Operator: State of New York  
Operator Class: Public State

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the service(s) specified.

Hospital Extension Clinic

Center for Health Services-Bed Stuy  
613 Throop Ave  
Brooklyn, New York 11216

UHB Family Health Services  
840 Lefferts Avenue  
Brooklyn, New York 11203

School Based Hospital Extension  
Clinic

MS 51- Alexander  
350 5th Avenue  
Brooklyn, New York 11215

PS 38 Pacific  
450 Pacific Street  
Brooklyn, New York 11231

Center for Health Services-Midwood  
2171 Nostrand Ave  
Brooklyn, New York 11210

University Hospital of Brooklyn - SUNY  
Downstate-at Bay Ridge  
699 92nd Street  
Brooklyn, New York 11228

MS 142 - Stranahan  
610 Henry Street  
Brooklyn, New York 11231

Wingate High School  
600 Kingston Avenue  
Brooklyn, New York 11203

SUNY Downstate Medical Center Methadone  
600 Albany Ave "K" Building  
Brooklyn, New York 11203

SUNY Parkside Dialysis Center  
710 Parkside Ave  
Brooklyn, New York 11203

MS 293 - Global Studios  
284 Baltic Street  
Brooklyn, New York 11201

PS 15  
557 Pennsylvania Avenue  
Brooklyn, New York 11207

20110601

Deputy Commissioner  
Office of Health Systems Management

This certificate must be conspicuously displayed on the premises.

*Niran R. Shah*  
Commissioner



RE: Notification of termination of services at LICH and surrender of operating certificate  
Leslie, Ruth (HEALTH)

to:

Dorothy Fyfe

01/09/2015 09:28 AM

Cc:

"Gaine, Kathleen (HEALTH)", John Williams, Astra Dowell

Hide Details

From: "Leslie, Ruth (HEALTH)" <ruth.leslie@health.ny.gov>

To: Dorothy Fyfe <Dorothy.Fyfe@downstate.edu>,

Cc: "Gaine, Kathleen (HEALTH)" <kathleen.gaine@health.ny.gov>, John Williams  
<John.Williams@downstate.edu>, Astra Dowell <Astra.Dowell@downstate.edu>

History: This message has been replied to.

Thank you Dorothy. Happy New year!

Ruth Leslie

Director

Division of Hospital and Diagnostic & Treatment Centers

New York State Department of Health

(518) 402-1004

[ruth.leslie@health.ny.gov](mailto:ruth.leslie@health.ny.gov)

**From:** Dorothy Fyfe [<mailto:Dorothy.Fyfe@downstate.edu>]

**Sent:** Thursday, January 08, 2015 4:54 PM

**To:** Leslie, Ruth (HEALTH)

**Cc:** Gaine, Kathleen (HEALTH); John Williams; Astra Dowell

**Subject:** Notification of termination of services at LICH and surrender of operating certificate

Dear Ruth,

Happy New Year! On behalf of President Williams, please find correspondence on the closure of services at the LICH campus by SUNY Downstate and the operating certificate. A hard copy is in the mail as well. Thank you,  
Dorothy

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Dorothy R. Fyfe

Associate Vice President for Policy and Planning

SUNY Downstate Medical Center

450 Clarkson Avenue - Box 107

Brooklyn, NY 11203

(718) 270-2258

Fax - (718) 270-3303

Facility Id. 1320  
Certificate No. 7001037H

Certified Beds - Total	376
AIDS	15
Coronary Care	7
Intensive Care	19
Maternity	34
Medical / Surgical	175
Neonatal Continuing Care	7
Neonatal Intensive Care	14
Neonatal Intermediate Care	8
Pediatric	40
Pediatric ICU	5
Physical Medicine and Rehabilitation	18
Psychiatric	34

State of New York  
Department of Health  
Office of Primary Care and Health Systems Management



OPERATING CERTIFICATE

Hospital

University Hospital of Brooklyn  
445 Lenox Road  
Brooklyn, New York 11203

Effective Date: 12/31/2014  
Expiration Date: NONE

Operator: State of New York  
Operator Class: Public State

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the service(s) specified.

AIDS	AIDS Center	Ambulatory Surgery - Multi Specialty	Audiology O/P	CT Scanner
Cardiac Catheterization - Adult Diagnostic	Cardiac Catheterization - Electrophysiology (EP)	Cardiac Catheterization - Percutaneous Coronary Intervention (PCI)	Cardiac Surgery - Adult	Certified Mental Health Services O/P
Chemical Dependence - Rehabilitation O/P	Coronary Care	Emergency Department	Family Planning O/P	Intensive Care
Linear Accelerator	Lithotripsy	Magnetic Resonance Imaging	Maternity	Medical Services - Primary Care
Medical Social Services	Medical/Surgical	Neonatal Continuing Care	Neonatal Intensive Care	Neonatal Intermediate Care
Nuclear Medicine - Diagnostic	Nuclear Medicine - Therapeutic	Pediatric	Pediatric Intensive Care	Physical Medical Rehabilitation
Physical Medicine and Rehabilitation O/P	Podiatry O/P	Prenatal O/P	Psychiatric	Radiology-Therapeutic
Renal Dialysis - Acute	Therapy - Occupational O/P	Therapy - Physical O/P	Therapy - Speech Language Pathology O/P	Transplant - Kidney
Transplant - Liver				

Other Authorized Locations

Hospital Extension Clinic  
Center for Health Services-Midwood  
2171 Nostrand Ave  
Brooklyn, New York 11210

SUNY Downstate Medical Center Methadone  
608 Albany Ave "K" Building  
Brooklyn, New York 11203

SUNY Parkside Dialysis Center  
710 Parkside Ave  
Brooklyn, New York 11203

UHB Family Health Services  
840 Lefferts Avenue  
Brooklyn, New York 11203

University Hospital of Brooklyn - SUNY  
Downstate at Bay Ridge  
699 92nd Street  
Brooklyn, New York 11228

School Based Hospital Extension Clinic

*Heidi M. Lewis*

20150116 Deputy Director Office of Primary Care and Health Systems Management

*Howard Zucker M.D.*

Acting Commissioner

This certificate must be conspicuously displayed on the premises.

Facility Id. 1320  
Certificate No. 7001037H

Certified Beds - Total 376

State of New York  
Department of Health  
Office of Primary Care and Health Systems Management



OPERATING CERTIFICATE

Hospital

Effective Date: 12/31/2014  
Expiration Date: NONE

University Hospital of Brooklyn  
445 Lenox Road  
Brooklyn, New York 11203

Operator: State of New York  
Operator Class: Public State

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the service(s) specified.

Other Authorized Locations

George Wingate Campus  
600 Kingston Avenue  
Brooklyn, New York 11203

MS 51- Alexander  
350 5th Avenue  
Brooklyn, New York 11215

MS 293 - Global Studies  
284 Baltic Street  
Brooklyn, New York 11201

PS 13  
357 Pennsylvania Avenue  
Brooklyn, New York 11207

PS 142 - Stranahan  
610 Henry Street  
Brooklyn, New York 11231

PS 38 Pacific  
450 Pacific Street  
Brooklyn, New York 11231

20150116

*Keith M. Lewis*  
Deputy Director Office of Primary Care and  
Health Systems Management

This certificate must be conspicuously displayed on the premises.

*Howard Zuber, M.D.*  
Acting Commissioner

**EXHIBIT B**

**NPL CONSENTS**

At a(n) IAS Part 68 of the Supreme Court of the State of New York, held in and for the County of Kings at the Courthouse thereof, at 360 Adams Street, Brooklyn, NY 11201, on the 14<sup>th</sup> day of August, 2015.

PRESENT:

HON. JOHNNY L. BAYNES,

JSC.

----- X  
In the Matter of the Application of :

DOWNSTATE AT LICH HOLDING COMPANY, :  
INC. :

CORRECTED, AMENDED  
AND RESTATED ORDER  
GRANTING 510/511 PETITION

For an Order Approving the Sale of the Assets of :  
Downstate at LICH Holding Company, Inc., :  
pursuant to Sections 510 and 511 of the :  
Not-for-Profit Corporation Law. :

Index No. 505795/2015

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WHEREAS, Petitioner requests in its Verified Petition dated April 21, 2015 that the Court grant an Order approving the First Amended and Restated Purchase and Sale Agreement dated as of June 30, 2014 ("PSA") by and among Downstate at LICH Holding Company, Inc. ("Petitioner" or "Seller"), FPG Cobble Hill Acquisitions, LLC ("FPG" or "Purchaser"), Fortis Property Group, LLC ("Fortis"), and NYU Hospitals Center ("NYUHC") and thereby permitting the sale of substantially all of the assets of Petitioner (the "Transaction"), a not-for-profit corporation, pursuant to Sections 510 and 511 of the New York Not-for-Profit Corporation Law ("NPCL"); and

WHEREAS, Petitioner's real estate assets, including the four core hospital buildings known as the Fuller Pavilion, the Othmer Pavilion, the Henry Street Building, and the Polak Pavilion (collectively, the "Hospital"), as well as various non-core properties, are presently subject to a Lease Agreement dated May 29, 2011 (as amended through the date of this Order;

the "2011 Lease") between Petitioner and The State University of New York (the "State University"), the sole member of Petitioner, and will be transferred pursuant to the trifurcated closing schedule set forth in the PSA (consisting of (1) the "Initial Closing"; (2) the "New Medical Site Closing" (also referred to in the PSA as the "NMS Closing"); and (3) the "Final Closing"); and

WHEREAS, a complete list of Petitioner's real property that is the subject of the Transaction (collectively, the "LICH Portfolio") is set forth below, provided that the block and lot numbers and addresses of the Fuller Pavilion and the Othmer Pavilion will change as contemplated under the PSA upon completion of a tax lot subdivision by Purchaser; and

TABLE A		
Building	Address	Block/Lot No.
Fuller Pavilion	339-357 Hicks, 70-76 Atlantic	Block 284 part of Lot 1
Othmer Pavilion	91-95 Pacific	Block 284 part of Lot 1
Henry Street Building	97 Amity, 340 Henry	Block 290 part of Lot 13
Polak Pavilion	363 Hicks	Block 290 part of Lot 13
Polhemus Building	348-352 Henry	Block 295 Lot 21
349 Henry Building	349 Henry, 115 Amity	Block 291 Lot 1
Parking Garage	350-352 Hicks	Block 282 Lot 50
Engineer Building	385-389 Hicks	Block 295 Lot 3
Cobble Hill Condominium	124-134 Atlantic	Block 285 Lot 1001
94 Amity Residences	94 Amity	Block 295 Lot 14
86 Amity	86 Amity	Block 295 Lot 13
82 Amity Residence	82 Amity	Block 295 Lot 11
78 Amity	78 Amity	Block 295 Lot 9
76 Amity	76 Amity	Block 295 Lot 8
74 Amity	74 Amity, 379-383 Hicks	Block 295 Lot 7
113 Congress	113 Congress	Block 295 Lot 38
43 Columbia	43 Columbia	Block 259 Lot 8
336 Flatbush	336 Flatbush	Block 1058 Lot 30

184 Sterling	184 Sterling	Block 1058 Lot 28
112 Pacific Street	112 Pacific Street	Block 291 Lot 8

WHEREAS, Petitioner also shall convey to Purchaser all furniture, fixtures, equipment, machinery, materials, and other personal property of any kind or nature owned by Petitioner, excluding (a) certain personal property, of little or no value to Purchaser, that Petitioner and Purchaser agreed to exclude from the Transaction; (b) personal property stolen or otherwise removed from the real property without Petitioner's authorization; and (c) personal property that was consumed or became obsolete prior to October 31, 2014 (the non-real estate property being conveyed to Purchaser is hereafter the "Personal Property"); and

WHEREAS, the value of the Personal Property is immaterial relative to the value of the real estate assets being conveyed; and

WHEREAS, at the Initial Closing, the 2011 Lease will be deemed amended to remove therefrom the eastern portion of the Othmer Pavilion property, as well as the Parking Garage and all non-Hospital properties owned by Petitioner as indicated in Table B, below, and Petitioner will convey such properties and all the Personal Property wherever located, to Purchaser; and

WHEREAS, Purchaser will demolish the Fuller Pavilion building and the Othmer Pavilion building, and once demolition is complete and certain other conditions are met, the New Medical Site Closing will occur, at which time the 2011 Lease will be deemed amended to remove the New Medical Site therefrom, and Petitioner will convey the fully cleared New Medical Site (comprised of the Fuller Pavilion property and the western portion of the Othmer Pavilion property) to NYUHC, which will then commence construction, at its sole expense, of a "New Medical Building" on the New Medical Site; and

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

WHEREAS, during construction of the New Medical Building, Petitioner will continue to own the Henry Street Building and the Polak Pavilion (collectively, the "Final Closing Premises"), but a portion of those premises will continue to be leased by Petitioner to Purchaser, and then subleased from the Purchaser to NYUHC, so that NYUHC can continue to operate an interim emergency department in such premises, and the balance of those remaining Hospital buildings will continue to be leased by Petitioner to the State University pursuant to the 2011 Lease until the New Medical Building is complete; and

WHEREAS, once the New Medical Building is complete, NYUHC will move its healthcare operations to the New Medical Building, the 2011 Lease and the leases relating to the interim emergency department will terminate, and the Final Closing will occur, at which time the Final Closing Premises will be conveyed to Purchaser; and

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

WHEREAS, under the PSA, Purchaser may assign all or a portion of its rights to one or more SPEs formed for the purpose of acquiring title to the premises being conveyed to Purchaser

at any of the three closings, so long as the Kestenbaum family (the majority owners and principal officers of Purchaser) must also be the direct or indirect majority owners, and day-to-day operators, of each of these SPEs; and

WHEREAS, a complete list of entities to which title to the premises will be conveyed, including the SPEs formed by Purchaser, is set forth below, noting however that the Fuller Pavilion and the Othmer Pavilion will be demolished and the tax lot will be subdivided prior to conveyance; and

<b>TABLE B</b>			
<b>Current Building</b>	<b>Address</b>	<b>Closing</b>	<b>Purchaser SPE Name</b>
Fuller Pavilion	339-357 Hicks, 70-76 Atlantic	New Medical Site Closing	NYU Hospitals Center
Western portion of Othmer Pavilion property	91-95 Pacific, subject to change upon tax lot subdivision	New Medical Site Closing	NYU Hospitals Center
Eastern portion of Othmer Pavilion property	91-95 Pacific, subject to change upon tax lot subdivision	Initial Closing	FPG CH 91 Pacific, LLC
Henry Street Building	340 Henry	Final Closing	FPG CH 340 Henry, LLC
Polak Pavilion	363 Hicks	Final Closing	FPG CH 363 Hicks, LLC
Polhemus Building	348-352 Henry	Initial Closing	FPG CH 350 Henry, LLC
349 Henry	349 Henry, 115 Amity	Initial Closing	FPG CH 349 Henry, LLC
Parking Garage	350-352 Hicks	Initial Closing	FPG CH 350 Hicks, LLC
Engineer Building	385-389 Hicks	Initial Closing	FPG CH 385 Hicks, LLC
Cobble Hill Condominium	124-134 Atlantic	Initial Closing	FPG CH 124 Atlantic, LLC
94 Amity Residences	94 Amity	Initial Closing	FPG CH 94 Amity, LLC
86 Amity	86 Amity	Initial Closing	FPG CH 86 Amity, LLC
82 Amity Residence	82 Amity	Initial Closing	FPG CH 82 Amity, LLC
78 Amity	78 Amity	Initial Closing	FPG CH 78 Amity, LLC
76 Amity	76 Amity	Initial Closing	FPG CH 76 Amity, LLC
74 Amity	74 Amity	Initial Closing	FPG CH 74 Amity, LLC
113 Congress	113 Congress	Initial Closing	FPG CH 113 Congress, LLC

43 Columbia	43 Columbia Pl	Initial Closing	FPG CH 43 Columbia, LLC
336 Flatbush	336 Flatbush	Initial Closing	FPG CH 336 Flatbush, LLC
184 Sterling	184 Sterling	Initial Closing	FPG CH 184 Sterling, LLC
112 Pacific Street	112 Pacific Street	Initial Closing	FPG CH 112 Pacific, LLC

WHEREAS, the Initial Closing is scheduled to occur on or around August 31, 2015, if all required approvals are obtained and all conditions to closing are met or waived or not materially modified as permitted under the PSA and in no event inconsistent with the material terms of the PSA and the Transaction described in this Order<sup>1</sup>, by that date; the New Medical Site Closing is scheduled to occur no later than June 30, 2016, but the parties hope and expect that it will occur earlier; and the Final Closing is scheduled to occur no later than 36 months after the New Medical Site Closing, but in all cases, these deadlines are subject to possible extensions for unavoidable delays and under certain other circumstances as set forth in the PSA; and

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

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

WHEREAS, approximately \$120,000,000 (the "PIT Bond Defeasance Amount") of the \$240,000,000 in sale proceeds will be used to defease certain Personal Income Tax Bond debt ("PIT Bond Debt") associated with the LICH Portfolio; and

WHEREAS, at the Initial Closing, Purchaser will pay half of the total consideration for

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<sup>1</sup> The foregoing language is applicable to the first closing only and is not to be applied to any subsequent closing hereunder without the permission of the Court.

the LICH assets, or \$120,000,000, less all of the following (a) a portion of the downpayment; (b) the \$2,000,000 additional downpayment, if Purchaser has paid this additional downpayment prior to the Initial Closing; and (c) the PIT Bond Defeasance Amount, if Purchaser is required to and has paid the PIT Bond Defeasance Amount prior to the Initial Closing; and

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

WHEREAS, if more than one-half of the downpayment is applied to the purchase price at the Initial Closing, then within six months after the Initial Closing, Purchaser shall pay to Petitioner an additional downpayment of \$5,000,000; and

WHEREAS, at the Final Closing, a second payment of \$120,000,000 less the remaining downpayment will be made to Petitioner; and

WHEREAS, Petitioner will use the Transaction proceeds as set forth in that certain Grant and Distribution Agreement ("GDA"), effective as of June 30, 2014, by and between Petitioner and the State University, and specifically, on the closing date of the Initial Closing, Petitioner shall, (i) if not previously retired or defeased, retire or defease the PIT Bond Debt, (ii) pay that certain mortgage in the original principal amount of \$1,600,000 granted by Long Island College Hospital to AIP Associates and currently held by The Health Science Center at Brooklyn Foundation, Inc., pursuant to Assignment of Mortgage from U.S. Bank National Association encumbering the Cobble Hill Condominium (the "Condo Debt"), and (iii) if sufficient funds exist after the payment of the PIT Bond Debt and the Condo Debt, set aside a reasonable reserve (the "Reserve"), not to exceed \$2,000,000, for payment of payables, debts, and liabilities of Petitioner

including any that are not known or have not yet accrued as of the closing date of the Initial Closing, and on the closing date of the Final Closing, Petitioner shall (iv) pay all then-known outstanding debts and liabilities of Petitioner, including any debts and liabilities that are Petitioner's obligation then to pay under the PSA, and (v) set aside such funds as are necessary to fully fund the Reserve at a level of \$2,000,000, for payment of payables, debts, and liabilities of Petitioner that are not known or have not yet accrued as of the closing date of the Final Closing and to fund Petitioner's costs of wind-down and eventual dissolution; and

WHEREAS, (i) any remaining proceeds from the Transaction (after paying the PIT Bond Debt, the Condo Debt, all other debts and known liabilities, including paying for any required building upgrade in the interim medical space and any other obligation of Petitioner under the terms of the PSA, and setting aside the Reserve), which Petitioner and the State University estimate to be approximately \$110,000,000, and (ii) upon the eventual dissolution of Petitioner, any remaining portion of the Reserve, will be transferred by Petitioner to its sole member, the State University, in accordance with Petitioner's corporate purpose and the terms of the GDA; and

WHEREAS, the Stipulation and Proposed Order filed in the Supreme Court, Kings County on February 25, 2014 resolving the litigations under index numbers 13007/13 and 5814/13 is hereby incorporated by reference, including, without limitation, provision 4(a) stating in pertinent part that "Letitia James in her capacity as the Public Advocate of the City of New York . . . (collectively the "Releasors"), do hereby absolutely and irrevocably release, acquit, and forever discharge State University of New York . . . Downstate at LICH Holding Co. Inc . . . and each of [the State University's] respective administrators, officers, directors, trustees, employees, members, affiliates, attorneys, transferees, assigns, and successors (collectively the "Releasees"),

of and from any and all claims, actions, causes of action (under any theory of law, whether actionable in federal or state court), controversies, suits, debts, demands, rights, accounts, interests, guarantees, covenants, contracts, promises, trespasses, damages, injuries, judgments, losses, expenses, costs, attorneys' fees . . . that relates to or arises out of the purchase, sale assumption, operation or closure of LICH or any of its assets by [the State University] or any of its affiliates (collectively, the "Claims"), including, but not limited to, claims for, under, by reason of, challenging or relating to . . . (xiv) [the State University's] and/or Releasees' operation of LICH including, without limitation, with regard to its use and disbursement of funds and its conduct pursuant to [the State University's] and/or Releasees' purchase of LICH; and (xv) any and all matters concerning the Othmer fund or funds" and provision 4(d) stating in pertinent part that "[t]he Releasors shall not (i) take any legal action adverse to consummation of a transaction resulting in accordance with this Stipulation and Order; (ii) commence or prosecute any future legal proceeding, or related legal proceeding, to interfere with consummation of such transaction, including but not limited to Department approval of a closure plan in relation to LICH; or (iii) support, encourage, advise, or participate in any way with any third party in any legal proceeding adverse to the consummation or approval of such transaction by [the State University] . . . and the Community Releasors, as defined below, shall not participate any further as Intervenors in the In re: Long Island College Hospital action pending before Justice Carolyn Demarest;" and WHEREAS, as part of the transaction by which Petitioner acquired the LICH Portfolio in 2011 (the "2011 Transaction"), the seller in that transaction ("Old LICH") sought and received relief from the use restrictions on use of certain restricted funds from an endowment called the "Othmer Funds" and used all of such funds to establish a trust (the "Malpractice Trust") to discharge Old LICH medical malpractice claims and a separate account (the "LICH Liability

Fund”) to pay other Old LICH Liabilities and the State University through its Health Science Center at Brooklyn (“Downstate”) agreed that Downstate would replenish the Othmer Funds when and if able, with no accrued interest; and

WHEREAS, the proceeds of the Transaction will not be sufficient to permit Downstate to use any of the proceeds of the Transaction to replenish the Othmer Funds; and

WHEREAS Section 7.10(d) of that certain asset purchase agreement pursuant to which the 2011 Transaction was consummated (the “2011 APA”) gave the State University the right to receive (subject to Court approvals) any amounts remaining in the LICH Liability Fund after payment of the other Old LICH Liabilities; and

WHEREAS, Section 7.10(e) of the 2011 APA gave the State University the right to receive (subject to Court approvals) any amounts remaining in the Malpractice Trust after discharging all malpractice liabilities; and

WHEREAS, the State University hereby agrees to assign and direct any and all amounts to which the State University is entitled under Sections 7.10(d) and 7.10(e) of the 2011 APA to replenish the Othmer Funds in full discharge of the obligation of Downstate and the State University with respect to the Othmer Funds, and, together with the Health Science Center at Brooklyn Foundation (the “Foundation”) which entity was designated to receive and manage the Othmer Funds as part of the 2011 Transaction, shall seek cy pres and other relief as necessary to effectuate this assignment; and

WHEREAS, notwithstanding anything contained herein to the contrary, nothing shall affect, dissolve or relieve any party, their representatives, agents, successors or assigns, of their obligations, if any, with respect to any issue relating to the Othmer Endowment Funds; and

WHEREAS, Petitioner has presented three separate appraisals provided by third party

appraisers of the highest and best use of each parcel of the LICH assets; and

WHEREAS, the appraisals support the reasonableness of the consideration to be paid by Purchaser to Petitioner for the transferring assets; and

WHEREAS, Petitioner has shown that the proposed Transaction is fair and reasonable to Petitioner, and will promote Petitioner's charitable purposes in addition to the charitable, educational, and scientific mission and purposes of its sole member, the State University as required by section 511(a)(6) of the NPCL; and

WHEREAS, Petitioner having proceeded on notice to:

Entity/Individual	Address for Notice
Boerum Hill Association, Brooklyn Heights Association, Carroll Gardens Neighborhood Association, Cobble Hill Association, Riverside Tenants' Association, Wyckoff Gardens Association, Inc., and Kate Mackenzie	Gibson, Dunn & Crutcher 200 Park Avenue New York, NY 10166
Concerned Physicians of LICH, LLC	Toomas Mihkél Sorra, M.D., F.A.C.G. 554 Henry Street Brooklyn, NY 11231
Letitia James, Public Advocate for the City of New York	M. Umair Khan One Centre Street, 15th Floor New York, NY 10007
New York State Nurses Association and Carl Biers	Richard M. Seltzer Cohen, Weiss and Simon LLP 330 West 42nd Street New York, NY 10036
1199SEIU United Healthcare Workers East	Susan Cameron Levy Ratner, PC 80 Eighth Avenue New York, NY 10011
Attorney General of the State of New York Attn: Paula Gellman	Office of the New York State Attorney General Charities Bureau 120 Broadway New York, NY 10271-0332
Dormitory Authority of the State of New York Attn: Michael E. Cusack, Esq., General Counsel	515 Broadway Albany, NY 12207

NOW, upon Petitioner's showing that the consideration and the terms of the Transaction

are fair and reasonable to Petitioner and that the purposes of Petitioner and interests of the sole member, the State University, will be promoted,

NOW, upon a review of the information set forth in three separate appraisals of the highest and best use of each parcel of the LICH assets,

NOW, upon review of the Verified Petition dated April 21, 2015 and supporting documents, including the Affirmation of Ruth E. Booher dated April 9, 2015, the Affirmation of Kevin O'Mara dated April 1, 2015, the Affidavit of Richard Miller dated April 8, 2015, the Affidavit of Vicki Match Suna dated January 12, 2015, and the Affidavit of Joel Kestenbaum dated April 13, 2015, it is hereby

ORDERED, that the First Amended and Restated Purchase and Sale Agreement dated as of June 30, 2014 and the Transaction contemplated thereunder, including the sale of all or substantially all of Petitioner's assets, by Downstate at LICH Holding Company, Inc., a not-for-profit corporation, pursuant to the Not-for-Profit Corporation Law Sections 510 and 511 be and hereby are approved, subject to the insertion of the following provision immediately following Section 2(e) and renumbering of Section 2(e) to Section 2(e)(i) of the Declaration of Covenants and Restrictions (New Medical Site) attached to the PSA as Exhibit "T" upon execution and recording: "(ii) During the period commencing on the date upon which the Commencement of New Medical Operations occurs and expiring on the Declaration Expiration Date (that is, the day that is twenty (20) years after the commencement of New Medical Operations in the New Medical Building), the Declarant, and its successors and assigns, shall observe and comply with the obligation to operate in the New Medical Building an Emergency Department operating on a twenty-four (24) hours per day, seven (7) days per week, basis. For purposes of the preceding sentence, the term "Emergency Department" shall mean a freestanding

emergency department, licensed under Article 28 of the New York State Public Health Law, with all supportive services then required under said Article 28; *provided, however*, that a facility shall qualify as an Emergency Department only if such facility includes, without limitation, not less than four (4), and as many as twelve (12), observation beds, on an as-needed basis (and, if Declarant determines in its professional discretion, after the New Medical Operations commence, that additional observation beds are medically necessary, the Declarant, or its then successor or assign, shall ensure that the observation bed capacity is expanded to up to twenty (20) observation beds upon the receipt of New York State Department of Health and all other appropriate regulatory approvals), as the foregoing requirement to operate an Emergency Department in the New Medical Building may be suspended, from time to time, pursuant to the applicable provisions of the NMS Deed (including Sections 2(d) and 9), and including pursuant to a determination or direction of the New York State Department of Health.” ; and it is further

ORDERED, that the conveyance of Petitioner's real estate property to the special purpose entities created by Purchaser FPG Cobble Hill Acquisitions, LLC to take title to the real property in accordance with the PSA, at the closings indicated in Table B, above be and hereby is approved; and it is further

ORDERED, that, upon the completion of demolition and certain other conditions set forth in the PSA, the conveyance of the New Medical Site by Petitioner to NYUHC be and hereby is approved; and it is further

ORDERED, that the proceeds of the sale, after making the defeasance payment on the PIT Bonds Debt, paying the Condo Debt, paying all debts and known liabilities of Petitioner, paying for any required building upgrade in the interim medical space and any other obligation of Petitioner under the terms of the PSA, and setting aside the Reserve, shall be transferred by

Petitioner to its sole member, the State University, in accordance with Petitioner's corporate purpose and the terms of the Grant and Distribution Agreement effective as of June 30, 2014 and upon the eventual dissolution of the Petitioner, any remaining portion of the Reserve after paying all debts and liabilities of Petitioner, shall be transferred by Petitioner to its sole member, the State University, in accordance with Petitioner's corporate purpose; and it is further

ORDERED, that Petitioner shall serve a copy of the signed Order on the Attorney General of the State of New York, and that this Court and the Attorney General shall receive written notice (i) of the completion of each of the Initial Closing, the New Medical Site Closing and the Final Closing, (ii) if the Transaction has been abandoned, or (iii) if the Initial Closing and the balance of the Transaction are still pending 90 days after the Court's approval.

ENTER

  
\_\_\_\_\_  
JOHNNY L. BAYNES, JSC

**EXHIBIT C**

**CONSENT RESOLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Corporation and SUNY desire to enter into a Second Amended and Restated Grant and Distribution Agreement (as same may be amended and restated from time to time, the "**Grant Distribution Agreement**") pursuant to which the Corporation will distribute to SUNY, its sole member, substantially all of the proceeds received upon the sale of the Property to the Purchaser pursuant to the PSA; and

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

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

**WHEREAS**, pursuant to the New York State Finance Law and the New York State Education Law, the Corporation also will be required to obtain the approval of the Transaction from the New York State Attorney General (the "AG") and the Office of the State Comptroller ("OSC"); and

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

**WHEREAS**, the Corporation and SUNY desire to enter into a First Amendment to the Lease Agreement (the "Lease Amendment") which will provide that the Corporation and SUNY may terminate the Lease in whole or in part at any time by mutual consent; and

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

**WHEREAS**, pursuant to the PSA, NYUHC will provide health care services at LICH commencing on such date that is two business days after the Corporation obtains approval of the PSA by the AG and OSC (the "ED Commencement Date"); and

**WHEREAS**, in order to enable NYUHC to provide such health care services prior to the final closing of the sale of the Property to the Purchaser, SUNY has entered into a First Amended Medical Facility Sublease with the Corporation to allow the Corporation to enter into a lease (the "Amended Interim Lease"), pursuant to which the Corporation will lease the Premises (as defined therein) to the Purchaser, and the Purchaser, in turn, will sublease the Premises (or a portion thereof) to NYUHC, which will provide emergency department and possibly other services on the Premises commencing on the ED Commencement Date; and

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

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

**WHEREAS**, subject to DOH approval, SUNY will close the SUNY ED and fully and finally exit the operation of health care services at LICH as of the ED Commencement Date; and

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

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

**I. RATIFICATION OF PRIOR ACTIONS**

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

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

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

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

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

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

**RESOLVED**, that the Transaction Documents in substantially the respective forms presented to the Board of Directors are hereby in all respects approved, subject to such

modifications prior to execution as the Authorized Representatives (as defined herein) deem prudent; and

**FURTHER RESOLVED**, that the President of the Corporation, the Vice President and Secretary of the Corporation, and the Treasurer of the Corporation (each an "Authorized Representative") are each hereby designated as Authorized Representatives and authorized and directed individually in such respective capacities, to effectuate the transactions contemplated herein and in the Transaction Documents, and to execute and deliver, and the Secretary of the Corporation is hereby authorized to affix the seal of the Corporation to, and attest the execution thereof by such Authorized Representatives, when appropriate, such Transactions Documents, in substantially such forms and upon the terms and conditions set forth herein and therein, with such changes therein as such Authorized Representatives shall approve (including without limitation changes in dates and amounts necessary to conform such documents to the final terms as approved by an Authorized Representative), such approval to be conclusively, but not exclusively, evidenced by their execution and delivery thereof.

#### **IV. INCIDENTAL ACTION**

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

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

#### **V. REPEALER**

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

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

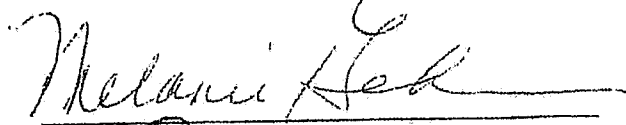
**VI. EFFECTIVE DATE**

**RESOLVED**, that this Unanimous Written Consent shall take effect immediately upon its approval and execution by the undersigned, *nunc pro tunc* June 30, 2014.

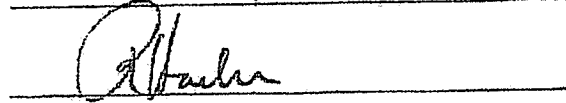
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have executed this Consent this 1<sup>st</sup> day of December, *nunc pro tunc* June 30, 2014.

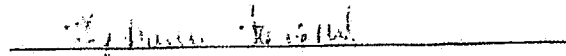
By: Melanie Gehen, Director

Handwritten signature of Melanie Gehen in cursive, written over a horizontal line.

By: Robert Haelen, Director

Handwritten signature of Robert Haelen in cursive, written over a horizontal line.

By: Stephanie Fagnoli, Director

Handwritten signature of Stephanie Fagnoli in cursive, written over a horizontal line.

**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING**

**State of New York**  
**Department of State** } **ss:**

*I hereby certify, that the Certificate of Incorporation of DOWNSTATE AT LICH HOLDING COMPANY, INC. was filed on 03/31/2011, as a Not-for-Profit Corporation and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.*



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 12th day of February  
two thousand and twenty.*

*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State