

Seller's Closing Certification

The undersigned, **DOWNSTATE AT LICH HOLDING COMPANY, INC.**, a New York not-for-profit corporation, being the "**Seller**" under that certain First Amended and Restated Purchase and Sale Agreement effective June 30, 2014, between Seller, **FPG COBBLE HILL ACQUISITIONS, LLC**, a Delaware limited liability company, as "**Purchaser**", **NYU HOSPITALS CENTER (n/k/a NYU Langone Hospitals)**, a New York not-for-profit corporation, as "**NYULH**", and for certain limited purposes **FORTIS PROPERTY GROUP, LLC**, a Delaware limited liability company, as "**Fortis**" (the "**Agreement**") as amended by that certain First Amendment to First Amended and Restated Purchase and Sale Agreement made as of September 1, 2015, hereby delivers this Certification pursuant to Sections 7.5 and 12.2(b) of the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings given thereto in the Agreement.

The undersigned hereby certifies to NYULH that Seller's representations and warranties in Sections 7.1 and 7.2 of the Agreement remain true and correct in all material respects as of the date hereof, unless and to the extent otherwise noted in Schedule "1" attached hereto (the undersigned certifying that any such noted exceptions shall not constitute a breach in any material respect of Seller's pre-Closing obligations and shall not cause a material adverse effect on the ability of NYULH and Seller to consummate the NMS Closing). To the extent any of such representations and warranties were made to Seller's knowledge, this Certification by the undersigned shall be similarly qualified as to such representations and warranties.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certification as of the 9th day of March, 2020.

DOWNSTATE AT LICH HOLDING COMPANY, INC., a New York not-for-profit corporation

By: _____

Name: Robert M. Haelen

Title: President

Schedule "1"
to
Seller's Closing Certification

Schedule "G" to the Agreement is modified as attached hereto.

Schedule "H" to the Agreement is modified as attached hereto.

SCHEDULE “G”

Pending Litigation

7.2(b)

Chris Repa and Neot Doron-Repa as Parent and natural guardian of Hillel Doron-Repa, Plaintiff against The City of New York, New York City Parks Department, Autism Early Enrichment Services LLP, Kemyle Challenger, Downstate at LICH Holding Company, Inc. and the Long Island College Hospital, Defendants, Index No. 501325/2016, Kings County Supreme Court

SCHEDULE "H"

Property Insurance Schedule

ACORD.	CERTIFICATE OF LIABILITY INSURANCE	Client#: 27653	DOWNSLIC	DATE (MM/DD/YYYY) 3/10/2020	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER Amure - Albany 12 Computer Drive West PO Box 16044 Albany, NY 12212-5044		CONTACT NAME: TONYA, SUE 618 458-1800 FAX: 618 458-8380 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE:			
INSURED Downstate at LICH Holding Company, Inc 460 Clarkson Avenue, MSC 1281 Brooklyn, NY 11203		INSURER A : Lexington Insurance Company NAIC # 18437 INSURER B : The American Insurance Company 21857 INSURER C : Navigators Insurance Company 42307 INSURER D : INSURER E : INSURER F :			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRES (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR UBRN. AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PROD. <input type="checkbox"/> SOCT. <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER	021778197	05/29/2019	05/29/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (PER OCCURRENCE): \$100,000 WRD EXP (ANY ONE PERSON): \$ PERSONAL & ADJ INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS Hired AUTOS ONLY NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (PER OCCURRENCE): \$ BODILY INJURY (PER PERSON): \$ BODILY INJURY (PER OCCURRENCE): \$ PROPERTY DAMAGE (PER OCCURRENCE): \$
	UMBRELLA LIAE OCCUR EXCESS LIAE CLAIMS-MADE COV. RETENTABLE				EACH OCCURRENCE: \$ AGGREGATE: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL PERSONS UNDER THE SUPERVISORY CONTROL OF THE INSURED (Mandatory in NY) If yes, describe under "DESCRIPTION OF OPERATIONS" below	N/A			PER STATUTE OTHER STATE D.L. EACH ACCIDENT: \$ D.L. DISEASE - EA EMPLOYEE: \$ D.L. DISEASE - POLICY LIMIT: \$
B	Excess Liability	33E00032388528	05/29/2019	05/29/2020	\$25,000,000 ea occ/aggr
C	Excess Liability	1S18EXC813833IV	05/29/2019	05/29/2020	\$25,000,000 ea occ/aggr
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: 338 - 356 Hicks Street, Brooklyn, NY					

CERTIFICATE HOLDER For Informational Purpose Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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