

**Hearing Date: March 4, 2014 at 10 a.m.**

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Attorneys for B. Thomas Golisano

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

THE CHRISTIAN BROTHERS INSTITUTE, et al.

Case No. 11-22820 (RDD)

Debtors.

Jointly Administered

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**RESPONSE OF B. THOMAS GOLISANO TO THE DECLARATION (DOCKET  
ENTRY 673) IN OPPOSITION OF DISCOVERY CHARTER SCHOOL  
TO DEBTORS' MOTION TO AUTHORIZE THE SALE OF  
125 KINGS HIGHWAY SOUTH, IRONDEQUOIT, NEW YORK**

The response of B. Thomas Golisano ("*Buyer*"), by his attorneys Woods Oviatt Gilman LLP, respectfully alleges:

1. Buyer is the contract vendee of real and personal property owned by the Debtors and located at 125 Kings Highway South, Irondequoit, New York ("*the Property*"). The Debtors' motion to authorize the sale of the Property ("*the Motion*") is scheduled to be heard by this Court on March 4, 2014 at 10 am.

2. As the Motion states, the Property is occupied by Bishop Kearney High School of Rochester, New York ("*the High School*") pursuant to a lease with the Debtors. The Buyer is a

benefactor of the High School and has agreed to assign his rights under the Purchase and Sale Agreement (Exhibit B to the Motion) to the High School and provide the financing to enable the transaction to close. The Purchase and Sale Agreement discloses the Buyer's intention to assign his rights to the High School and makes the direct purchase of the Property by the High School a condition to closing. *See Purchase and Sale Agreement, page 15, Section 12(a)(6).*

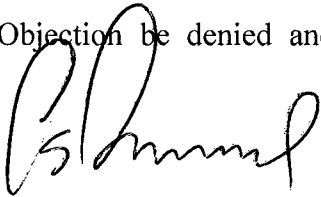
3. The Declaration in Opposition to the Motion (Docket Entry 673, hereafter referred to as "*the Objection*") seeks an adjournment of the Motion upon the ground that the Discovery Charter School, a subtenant of the Property, has a right of first refusal to purchase the Property **if the High School as tenant does not exercise its own right of first refusal to purchase the Property** (see Objection, Paragraph 6).

4. As a practical matter, since the Buyer has assigned his rights under the Purchase and Sale Agreement to the High School and the High School will, if the Motion is granted, take title directly from the Debtors, the transaction is the functional equivalent of the exercise of the High School's right of first refusal to purchase the Property. As a result, the Discovery Charter School has no right of first refusal and its Objection must be denied.

5. For the avoidance of doubt, Buyer is informed that the High School has formally exercised its right of first refusal and will file a copy thereof with the Court in advance of the hearing on the Motion.

6. Buyer respectfully requests that the Objection be denied and the Motion be granted.

February 28, 2014

  
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Paul S. Groschadl  
WOODS OVIATT GILMAN LLP  
Attorneys for B. Thomas Golisano.

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re: ) Chapter 11
)
THE CHRISTIAN BROTHERS INSTITUTE, et. al. ) Case No. 11-22820
)
Reorganized Debtors. ) (jointly administered)
)

CERTIFICATE OF SERVICE

Rita K. Thomas, being duly sworn, deposes and says:

Deponent is not a party to the action is over 18 years of age and resides at Rochester, New York. On February 28, 2014, deponent served the annexed Response in the following manner:

VIA EMAIL and FIRST CLASS U.S. POSTAL SERVICE

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Sworn to before me this 28 day of February 2014

Susan K. Chaffee
Notary Public

Rita K. Thomas (signature)

SUSAN K. CHAFFEE
Notary Public, State of New York
No. 01CH4840682
Commission Expires January 31, 2018