

BOND PURCHASE AND CONTINUING COVENANTS AGREEMENT

by and between

HUDSON VALLEY PROPERTY HOLDINGS, LLC

and

ISRAEL DISCOUNT BANK OF NEW YORK

\$20,350,000

Dutchess County Local Development Corporation
Revenue Bonds, Series 2015A
(The Atrium Project)

and

\$4,650,000

Dutchess County Local Development Corporation
Revenue Bonds, Series 2015B (Taxable)
(The Atrium Project)

BOND PURCHASE AND CONTINUING COVENANTS AGREEMENT

This **BOND PURCHASE AND CONTINUING COVENANTS AGREEMENT** dated as of July 24, 2015 (the "**Purchase Agreement**") is made by **HUDSON VALLEY PROPERTY HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, having an office at c/o Westchester County Health Care Corporation, 100 Woods Road, Valhalla, New York 10595 (the "**Borrower**") and **ISRAEL DISCOUNT BANK OF NEW YORK**, a banking corporation duly organized and existing under the laws of the State of New York, as Purchaser (as defined herein).

RECITALS

- A. The Dutchess County Local Development Corporation (the "**Issuer**") intends to issue the Bonds (as defined herein) under the terms and conditions more fully set forth in the Issuer's resolution adopted by the Issuer on July 21, 2015 (the "**Resolution**") and the Indenture of Trust dated as of July 1, 2015 (as may be amended, restated, modified or supplemented from time to time, the "**Indenture**") between the Issuer and U.S. Bank National Association, as trustee (the "**Trustee**").
- B. The proceeds of the Bonds will be loaned by the Issuer to the Borrower pursuant to a Loan Agreement, dated as of July 1, 2015, by and between the Borrower and the Issuer (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**").
- C. The Borrower wishes to have the Purchaser purchase the Bonds (the "**Bond Purchase**").
- D. As an inducement to the Purchaser to purchase the Bonds, the Borrower desires to enter into this Purchase Agreement.
- E. In consideration of the within covenants, warranties and representations of the Borrower, and for other reasons, the Purchaser desires to purchase the Bonds on the terms and subject to the conditions contained in this Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **PURCHASE OF THE BONDS.** (a) Subject to the terms and conditions hereof, the Purchaser shall purchase the Bonds on July 24, 2015 (the "**Purchase Date**") pursuant to the terms of the Indenture. The Purchaser will have no obligations subsequent to the date hereof to purchase the Bonds if for any reason the Bonds are not purchased, as provided for herein, by the Purchase Date. The Purchaser will notify the Issuer, the Trustee and the Borrower three (3) Business Days prior to the Purchase Date of the interest rate on the Bonds.

(b) At its sole option, and subject to the provisions of this Purchase Agreement, the

Purchaser shall have the right to require the mandatory tender and purchase of the Bonds by the Borrower, in whole, on the Expiration Date, at a purchase price equal to one hundred percent (100%) of the outstanding principal amount thereof plus accrued interest and charges thereon and all expenses with respect thereto, through the Expiration Date.

(c) The Borrower may, at least one hundred twenty (120) but not more than one hundred eighty (180) days prior to the end of the Expiration Date, request the Purchaser in writing to extend the Expiration Date for an additional period of time. The Purchaser shall, if so requested, give notice to the Borrower within sixty (60) days of such request of its intention to extend or not extend the Expiration Date. As a condition to a decision by the Purchaser of such extension request, the Borrower shall execute and deliver to the Purchaser such documents and information as the Purchaser may reasonably request. Any such extension of the Expiration Date must comply with the requirements set forth in the Indenture relating to such an extension. The determination by the Purchaser to extend or not to extend the Expiration Date, as so extended pursuant to this Purchase Agreement, shall be in the sole and absolute discretion of the Purchaser and on terms satisfactory to the Purchaser.

II. PAYMENTS.

2.1. **Payment of Debt Service.** The Borrower shall pay all amounts payable by the Borrower under the Bond Documents in accordance with the provisions of the Bond Documents.

2.2. **Payments Net.** All payments by the Borrower of principal of, and interest on, the Bonds and all other amounts payable hereunder and/or under the Purchaser Documents or the Bond Documents shall be made free and clear of and without deduction for any present or future income, excise, stamp or franchise taxes and other taxes, fees, duties, withholdings or other charges of any nature whatsoever imposed by any taxing authority, but excluding franchise taxes and taxes imposed on or measured by the Purchaser's net income or receipts (such non-excluded items being called "**Taxes**"). In the event that any withholding or deduction from any payment to be made by the Borrower hereunder is required in respect of any Taxes pursuant to any applicable law, rule or regulation, then the Borrower will:

(a) pay directly to the relevant authority the full amount required to be so withheld or deducted;

(b) promptly forward to the Purchaser an official receipt or other documentation satisfactory to the Purchaser evidencing such payment to such authority; and

(c) pay to the Purchaser such additional amount or amounts as is reasonably necessary to ensure that the net amount actually received by the Purchaser will equal the full amount the Purchaser would have received had no such withholding or deduction been required.

Moreover, if any Taxes are directly asserted against the Purchaser with respect to any payment received by the Purchaser under this Purchase Agreement and/or the Bond Documents,

the Purchaser may pay such Taxes and the Borrower will promptly pay such additional amount (including any penalties, interest or expenses) as is reasonably necessary in order that the net amount received by the Purchaser after the payment of such Taxes (including any Taxes on such additional amount) shall equal the amount the Purchaser would have received had no such Taxes been asserted.

If the Borrower fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to the Purchaser the required receipts or other required documentary evidence, the Borrower shall indemnify the Purchaser for any incremental Taxes, interest or penalties that may become payable by the Purchaser as a result of any such failure.

2.3 **Intentionally Omitted.**

2.4 **Increased Costs; Capital Adequacy.**

(a) If any present or future law, governmental rule, regulation, policy, guideline, directive or similar requirement (whether or not having the force of law) imposes, modifies, or deems applicable any capital adequacy, capital maintenance or similar requirement which affects the manner in which the Purchaser allocates capital resources to its commitments (including any commitments hereunder), and as a result thereof, in the reasonable opinion of the Purchaser, the rate of return on the Purchaser's capital with regard to the Bond Purchase is reduced to a level below that which the Purchaser could have achieved but for such circumstances, then in such case and upon notice from the Purchaser to the Borrower, from time to time, the Borrower shall pay the Purchaser such additional amount or amounts as shall compensate the Purchaser for such reduction in the Purchaser's rate of return. Such notice shall contain the statement of the Purchaser with regard to any such amount or amounts which shall, in the absence of manifest error, be binding upon the Borrower. In determining such amount, the Purchaser may use any reasonable method of averaging and attribution that it deems applicable. Any rules, regulations, policies, guidelines, directives or similar requirements adopted, promulgated or implemented in connection with (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and (ii) the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or any United States Governmental Authority, in each case pursuant to Basel III, shall in all events be deemed to have been imposed, introduced and adopted after the date of this Purchase Agreement.

(b) No failure on the part of the Purchaser to demand compensation on any one occasion shall constitute a waiver of its right to demand such compensation on any other occasion and no failure on the part of the Purchaser to deliver any certificate in a timely manner shall in any way reduce any obligation of the Borrower to the Purchaser under this section.

III. **CLOSING CONDITIONS.**

3.1. As a precondition to the Purchaser's obligation to purchase the Bonds, the Borrower will deliver to the Purchaser the following, each in form and substance satisfactory

to the Purchaser:

(a) A certificate of good standing for the Borrower and evidence of authorization to conduct business in New York, each issued within thirty (30) days of the Purchase Date.

(b) A certified copy of the Certificate of Formation of the Borrower, and all amendments thereto.

(c) A copy of the Operating Agreement of the Borrower, certified by an officer of the Borrower.

(d) True and correct copies of the resolutions of the Members of the Borrower approving this Purchase Agreement, the Purchaser Documents and the Bond Documents. Such resolutions shall be certified as to the accuracy, due adoption and continuing force and effect thereof by an officer of the Borrower.

(e) A certificate executed by an officer of the Borrower certifying as to the names and true signatures of the officers of the Borrower authorized to execute this Purchase Agreement, the Purchaser Documents, the Bond Documents and any and all certificates, notices and reports referred to in this Purchase Agreement; such certificate shall state that the Purchaser may conclusively rely on the statements made therein until the Purchaser shall receive a further certificate of such an officer canceling or amending the prior certificate and submitting signatures of the officers named in such further certificate.

(f) Copies of all approvals, authorizations, or consents of, or notices to, or registrations with, any Governmental Authority required for the Borrower to enter into this Purchase Agreement, the Purchaser Documents and the Bond Documents and to carry out the transactions contemplated hereby and thereby.

(g) Executed copies of the Bond Documents and the Purchaser Documents (or duplicate originals thereof), and all other such documents relating to the Bond Documents, the Purchaser Documents or this Purchase Agreement as the Purchaser shall reasonably request, each of which shall be in form and substance satisfactory to the Purchaser, together with evidence of the execution and delivery thereof by a person duly authorized to do so and appropriate evidence of such authorization.

(h) An opinion of counsel to the Borrower as to the legal existence and corporate capacity of the Borrower, due corporate authorization of transactions, due execution and delivery of documents, enforceability of documents, no conflict with law, no third party consents needed (except as already received), no conflict with other agreements, no litigation, and other matters reasonably requested by the Purchaser.

(i) Payment by the Borrower of all fees and expenses incurred by Purchaser in connection with this Purchase Agreement, the Purchaser Documents, the Bond Documents and the transactions contemplated herein and therein, including, without

limitation, the reasonable fees and disbursements of Purchaser's attorney.

(j) Evidence satisfactory to the Purchaser that no litigation or proceedings are pending or threatened which would or might have a Material Adverse Effect and if any outstanding judgment or pending lawsuit exists, the Borrower shall provide an explanation, satisfactory to the Purchaser, of such judgment or lawsuit.

(k) Loan policy of title insurance to be dated the Purchase Date, and issued by a title insurance company acceptable to the Purchaser. The title insurance policy shall (i) be in an amount equal to the principal amount of the Bonds; (ii) insure that the Mortgage creates a valid first lien on the Mortgaged Property, all without title insurance exceptions (unless otherwise agreed to by the Purchaser), including but not limited to, (a) mechanics' liens, (b) parties in possession, (c) rights of reverter, (d) declarations of restrictive covenants, (e) any other standard exceptions, and (f) reservation for creditor's rights, (iii) name the Trustee, as its interests shall appear, as the insured party thereunder; (iv) be in the form of TIRSA form of mortgage loan policy with leasehold endorsement; and (v) contain such other endorsements and effective coverage as the Purchaser deems appropriate. The Purchaser shall also have received evidence on the Purchase Date that all premiums in respect of such policies have been paid.

(l) A current survey of the Mortgaged Property acceptable to the Purchaser, and certified in a manner satisfactory to the Purchaser by a licensed surveyor acceptable to the Purchaser, showing the legal description, courses and distances of the Mortgaged Property, building setback lines, utilities, flood zones, rights-of-way (whether above-ground or underground), all easements, including, without limitation, appurtenant and servient easements, location of all buildings and Improvements, and such other matters as the Purchaser may reasonably require and showing no state of facts objectionable to the Purchaser. The survey shall also show all encroachments, and the lines, the distance to, and the names of the nearest intersecting streets, and such other details as the Purchaser may request.

(m) Evidence satisfactory to the Purchaser, in its sole discretion, that the Mortgaged Property is not located in an area identified by the Secretary of Housing and Urban Development as an area located in a flood plain or special flood hazards zone pursuant to the National Flood Insurance Act of 1968 or pursuant to the Flood Disaster Act of 1973 or the National Flood Insurance Reform Act of 1994, or any successor law. In the event the Mortgaged Property or any portion thereof is located in a flood plain or in a flood hazard zone, the Borrower shall deliver to the Purchaser a certificate of insurance evidencing flood hazard insurance (if available) in form and indicating an amount acceptable to the Purchaser.

(n) Evidence satisfactory to the Purchaser that any documents (including, without limitation, Financing Statements) required to be recorded or filed in order to create, in favor of the Issuer or the Trustee, as the case may be, a perfected Lien on and security interest in all collateral covered by the Mortgage, the Pledge and Security Agreement, the other Purchaser Documents and the Bond Documents, as applicable, will

be properly recorded and/or filed in each office in each jurisdiction required in order to create, in favor of the Issuer or the Trustee, as the case may be, a perfected Lien on and security interest in the respective collateral described therein. The Purchaser shall have received evidence of all such recordations and acknowledgment copies of all such filings (or, in lieu thereof, the Purchaser shall have received other evidence satisfactory to the Purchaser that all such filings have been made or will be made), and the Purchaser shall have received evidence that all necessary recordation and filing fees and all documentary taxes or other expenses related to such filings or recordations have been paid in full.

(o) With respect to the Mortgaged Property, (a) original certificates of insurance and insurance binders required under the Mortgage, the Bond Documents and this Purchase Agreement from insurance companies or associations reasonably acceptable to the Purchaser, listing the Issuer, the Purchaser and the Trustee and their successors and/or assigns, as their interests shall appear, as additional insured parties and loss payees, as applicable, (b) an original additional insured endorsement that indicates that the Issuer, the Purchaser and the Trustee are each an additional insured on the certificate of liability insurance, (c) evidence satisfactory to the Purchaser that the Issuer, the Purchaser and the Trustee will receive thirty (30) days prior written notice of any cancellation of the certificates of liability and property insurance and (d) evidence satisfactory to the Purchaser that all premiums necessary to be paid for the effectiveness of such insurance have been paid by the Borrower.

(p) Originals (or copies certified to be true copies) of all governmental and regulatory approvals necessary for the Borrower to execute, deliver and perform with respect to this Purchase Agreement and the transactions contemplated hereby.

(q) A Phase I environmental report for the Mortgaged Property in form and substance satisfactory to the Purchaser. The results of such Phase I environmental report shall be satisfactory to the Purchaser in its sole and absolute discretion. The Borrower shall also provide any and all subsequent reports or perform any and all subsequent actions which may be determined by the Purchaser to be necessary based upon the results of the Phase I environmental report.

(r) Receipt of an upfront fee in the amount of twenty five basis points (0.25%) of the par amount of the Bonds.

(s) Receipt of a servicing fee in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

(t) Other agreements, documents or information as the Purchaser and Purchaser's counsel may reasonably request.

3.2. It is a condition to the Purchaser's obligation to purchase the Bonds that the following statements shall be true and correct on the Purchase Date:

(a) that the representations and warranties contained in or incorporated into Section IV hereof are correct on and as of the Purchase Date as though made on and as

of such date;

(b) that no Default or Event of Default hereunder has occurred and is continuing or could result from the transactions contemplated by this Purchase Agreement, the Purchaser Documents or the Bond Documents; and

(c) no Material Adverse Effect has occurred since the date of the most recent audited financial statements of the Lessee.

By its execution of this Purchase Agreement below, the Borrower confirms that the statements set forth in clauses (a), (b) and (c) above are true and correct as of the Purchase Date.

IV. REPRESENTATIONS AND WARRANTIES.

4.1. **Representations and Warranties.** In order to induce the Purchaser to enter into this Purchase Agreement and to purchase the Bonds, the Borrower warrants and represents to the Purchaser as follows:

(a) **Corporate Existence.** The Borrower is a limited liability company, duly organized and legally existing under the laws of the State of Delaware, authorized to do business in the State of New York, and has the legal power and authority to enter into and perform its obligations under this Purchase Agreement, the Purchaser Documents, and each of the Bond Documents in which it is named as a party, to fulfill its obligations set forth herein and therein and to carry out the transactions contemplated hereby and thereby. Borrower has all requisite corporate power to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted and is duly qualified to do business and in good standing in each jurisdiction where the failure to be so qualified could have a Material Adverse Effect. At the date of this Purchase Agreement, the Borrower does not have any Subsidiaries except as otherwise previously disclosed to the Purchaser. The Borrower is not a member of any partnership or joint venture.

(b) **Power; Authorization; Enforceable Obligations.** The execution, delivery and performance by the Borrower of this Purchase Agreement, the Purchaser Documents, the Bond Documents and the other documents required to be executed by the Borrower pursuant hereto (i) have been duly authorized by all necessary corporate action, (ii) will not require any consent of any third party not obtained prior to the date hereof, and (iii) will not conflict with, violate the provisions of, or cause a default or constitute an event which, with the passage of time or the giving of notice or both, could constitute a default on the part of the Borrower under any contract, agreement, law, rule, order, ordinance, franchise, instrument or other document or under any provision of the Certificate of Formation or Operating Agreement of the Borrower, or result in the imposition of any lien or encumbrance on any property or assets of the Borrower, except for the liens securing the Bonds. This Purchase Agreement, the Purchaser Documents, the Bond Documents and any other documents delivered to the Purchaser by the Borrower pursuant hereto are the valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as such enforcement may be limited by

applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights.

(c) **Litigation.** Except as otherwise disclosed to the Purchaser in writing, there are no actions, suits, proceedings or investigations pending or, to the knowledge of the Borrower, threatened or anticipated (nor, to the knowledge of the Borrower, is there any reasonable basis therefor) against or affecting the Borrower before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could prevent or hinder the consummation of the transactions contemplated hereby or call into question the validity of this Purchase Agreement, any Purchaser Document, any of the Bond Documents or any other instrument provided for or contemplated by this Purchase Agreement or any action taken or to be taken in connection with the transactions contemplated hereby or thereby or which in any single case or in the aggregate might have a Material Adverse Effect.

(d) **Financial Condition.** The audited financial statements of the Lessee as of December 31, 2014 heretofore delivered to the Purchaser are complete and accurate and the same fairly present the financial condition of the Lessee as at the date thereof, having been prepared in accordance with GAAP. The Lessee has no liability, contingent or otherwise, not disclosed to the Purchaser that could have a Material Adverse Effect. Since December 31, 2014, (i) there has been no Material Adverse Effect with respect to the Lessee; (ii) except as disclosed in writing to the Purchaser, the Borrower has not experienced any material controversy or problem with its employees or with any labor organization; (iii) except as disclosed in writing to the Purchaser, the Borrower has not entered into any material transaction other than in the ordinary course of business; and (iv) there has been no legislative or regulatory change, any revocation or change in any license or right to do business, any other event or occurrence, whether or not insured against that could have a Material Adverse Effect.

(e) **No Default.** There is no Default or Event of Default under this Purchase Agreement, the Purchaser Documents or the Bond Documents. Borrower is not (i) in default under any indenture, contract, agreement or guaranty to which it is a party or by which it is bound which would have a Material Adverse Effect; (ii) in violation of its Certificate of Formation or Operating Agreement, as each are amended to date; (iii) in default with respect to any order, writ, injunction or decree of any court; or (iv) in default under any order or license of any federal or state governmental department, which default or violation in any of the aforesaid cases, has a Material Adverse Effect. There exists no condition, event or act which constitutes, or after notice or lapse of time or both would constitute an Event of Default.

(f) **Taxes.** The Borrower has filed or caused to be filed all tax returns, tax information and other like forms which are required to be filed, and has paid all taxes shown to be due and payable on said returns or on any assessments received by it to the extent that such taxes have become due, subject to applicable extensions or if not paid are subject to Good Faith Contest. There are no unpaid taxes in any amount claimed to be due by any taxing authority of any jurisdiction material to the Borrower.

(g) **Utilities.** The Mortgaged Property has adequate water, gas and electrical supply, storm and sanitary sewerage facilities, other required public utilities, to conduct its business and means of access between the Mortgaged Property and public highways.

(h) **No Condemnation Proceedings.** (i) No condemnation of any portion of the Mortgaged Property, (ii) no condemnation or relocation of any access roadways abutting the Mortgaged Property, and (iii) no proceeding to deny access to the Mortgaged Property from any point of access to the Mortgaged Property has commenced nor has the Borrower received any notice that the same is contemplated by any Governmental Authority.

(i) **ERISA.** The Borrower has no retirement plan for its employees other than one defined contribution plan as defined or regulated under ERISA. The assets of the Borrower are not “plan assets” of any employee benefit plan covered by ERISA or Section 4975 of the Code. No Reportable Event or Prohibited Transaction (as defined in Section 4975 of the Code) has occurred and is continuing with respect to any Plan and the Borrower has not failed to meet the minimum funding standards or incurred any “accumulated funding deficiency” as such term is defined in Section 302 of ERISA, in each case that would have a Material Adverse Effect.

(j) **Full Disclosure.** There is no fact, other than the facts set forth in the most recent financial statements of the Borrower provided to the Purchaser, that the Borrower has not specifically disclosed to the Purchaser that has a Material Adverse Effect or, to the knowledge of the Borrower, that could have a Material Adverse Effect.

(k) **Investment Company Act.** The Borrower is not an “investment company” or a company “controlled” by an “investment company” within the meanings of the Investment Partnership Act of 1940, as amended.

(l) **Reserved.**

(m) **No Financing of Corporate Takeovers.** None of the proceeds of the Bonds will be used to acquire any security in any transaction that is subject to Section 13 or 14 of the Securities Exchange Act of 1934.

(n) **Use of Bond Proceeds.** The obligations of the Borrower hereunder are not being made for the purpose of purchasing or carrying “margin stock” within the meaning of Regulation T, U or X issued by the Federal Reserve Board, and the Borrower agrees to execute all instruments necessary to comply with all the requirements of Regulation U of the Federal Reserve System.

(o) **Insurance.** The Borrower maintains insurance with reputable insurers for the Mortgaged Property in such amounts and against such risks as is required in this Purchase Agreement, the Purchaser Documents and the Bond Documents and as is customarily maintained by other Persons of similar size engaged in similar business, including, but not limited to, general liability insurance and professional liability insurance, property coverage and excess liability in form and substance satisfactory to the

Purchaser. Copies of all policies of insurance or certificates thereof (or other evidence thereof satisfactory to the Purchaser) have been made available to the Purchaser on or before the Purchase Date.

(p) **No Misrepresentations or Omissions.** Neither this Purchase Agreement, the Purchaser Documents, the Bond Documents nor any other document, certificate or statement furnished to the Purchaser or the Issuer by or on behalf of the Borrower contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(q) **No Change in Name or Entity.** The Borrower has not within the six (6) year period immediately preceding the date of this Purchase Agreement changed its name, been the surviving entity of a merger or consolidation or acquired all or substantially all the assets of any other person or entity. The Borrower does not conduct business under any name other than its corporate name.

(r) **Licensing.** The Borrower maintains all governmental approvals requisite to the operation of its business as currently conducted.

(s) **Offering of Bonds.** Neither the Borrower nor any agent acting on the Borrower's behalf has taken or will take any action which would subject the Bond Purchase or the sale of the Bonds to the qualification or registration provisions of the Securities Act of 1933, as amended, or which would cause the offer or sale of the Bonds not to be made in compliance with the provisions of any securities or Blue Sky law of any applicable jurisdiction.

(t) **Anti-Terrorism Laws.** The Borrower hereby represents and warrants that:

1. Neither the Borrower nor any of its Affiliates is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

2. Neither the Borrower nor any of its Affiliates, or its or their respective agents acting or benefiting in any capacity in connection with the Bond Purchase or other transactions hereunder, is any of the following (each a "**Blocked Person**");

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a Person or entity with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;

(v) a Person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control (“OFAC”) at its official website: <http://www.treas.gov/ofac/t11sdn.pdf> or any replacement website or other replacement official publication of such list;

(vi) a Person who is affiliated with a Person listed above; or

(vii) a Person who is listed on any other list of terrorist or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive order.

Neither the Borrower nor, to its knowledge, any of its Affiliates or agents acting in any capacity in connection with the Bond Purchase or other transactions hereunder (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

(u) **Indebtedness.** On the date hereof, the Borrower does not have outstanding any Indebtedness for borrowed money, except for such Indebtedness previously disclosed to the Purchaser in writing.

(v) **Mortgaged Property.** The Mortgaged Property is in good repair, working order and condition, except for ordinary wear and tear. The Borrower has good and clear, record and insurable title in fee to such of its fixed assets as are real property and good and merchantable title to all of its other assets now carried on its books, free of any mortgages, pledges, charges, liens, security interests or other encumbrances, except for Permitted Encumbrances. The Borrower enjoys peaceful and undisturbed possession under all leases under which it is operating, and all said leases are valid and subsisting and in full force and effect. As of the date hereof, no part of the Mortgaged Property has been damaged by fire, explosion, accident, flood or other casualty. The Mortgaged Property and its use complies with all applicable laws, rules and regulations, including, but not limited to, the requirements for equal opportunity, anti-discrimination, zoning resolutions and building codes.

V. COVENANTS AND REPORTING REQUIREMENTS.

Without limitation of any covenants and agreements contained in any Bond Document, the Purchaser Documents or elsewhere, the Borrower agrees that so long as any of the Bonds are held by the Purchaser and have not been defeased in full or paid in full or any other Obligations are outstanding:

5.1. **Payment.** The Borrower will pay promptly when due any and all amounts owing to the Purchaser hereunder, under the Purchaser Documents, the Bond Documents and/or under the Bonds.

5.2. **Tax Qualification.** The Borrower will take all such actions as may be necessary to preserve the tax-exempt nature of the interest on the Series 2015A Bonds.

5.3. **Reporting Requirements.** The Borrower covenants that the financial statements

of the Lessee and the Borrower, including balance sheets referred to in this Section, and any other written statement furnished by the Borrower or the Lessee to the Purchaser will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. The Borrower covenants and agrees that, from the date of this Purchaser Agreement and until the obligations of the Borrower to the Purchaser hereunder or under the Bond Documents are satisfied in full, it will furnish or cause to be furnished to the Purchaser the following:

(a) Within sixty (60) days after the end of each of the first three fiscal quarters and within ninety (90) days after the end of the fourth fiscal quarter, the consolidated and consolidating (if applicable) income and cash flow statements of the Lessee for the expired portion of the Fiscal Year ending with the end of such fiscal quarter, setting forth in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year and to the current budget, and the consolidated and consolidating (if applicable) balance sheet of the Lessee as at the end of such fiscal quarter, setting forth in comparative form the corresponding figures as at the end of the corresponding periods of the previous Fiscal Year, all in reasonable detail and certified by the Lessee's chief financial officer to have been prepared from the books and records of the Lessee and to be true and correct in all material respects and to fairly present the financial condition of the Lessee as of the end of such period;

(b) Within sixty (60) days after the end of each of the first three fiscal quarters and within ninety (90) days after the end of the fourth fiscal quarter, the consolidated and consolidating (if applicable) income and cash flow statements of the Borrower for the expired portion of the Fiscal Year ending with the end of such fiscal quarter, setting forth in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year and to the current budget, and the consolidated and consolidating (if applicable) balance sheet of the Borrower as at the end of such fiscal quarter, setting forth in comparative form the corresponding figures as at the end of the corresponding periods of the previous Fiscal Year, all in reasonable detail and certified by the Borrower's chief financial officer to have been prepared from the books and records of the Lessee and to be true and correct in all material respects and to fairly present the financial condition of the Borrower as of the end of such period;

(c) Within one hundred sixty five (165) days after the end of each Fiscal Year of the Lessee, the consolidated and consolidating (if applicable) income and cash flow statements of the Lessee and its Subsidiaries for such year, and the consolidated and consolidating (if applicable) balance sheet of the Lessee and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the corresponding figures as at the end of and for the previous Fiscal Year, all in reasonable detail, including all supporting schedules, and audited by an independent public accounting firm acceptable to the Purchaser, and unqualifiedly certified to have been prepared in accordance with GAAP; and such independent public accountants shall also unqualifiedly certify that in making the examinations necessary to their certification mentioned above they have reviewed the terms of this Purchase Agreement and the accounts and conditions of the Lessee during the accounting period covered by the

certificate, the financial covenants contained therein, compliance therewith and that if any condition or event which constitutes a Default or an Event of Default comes to their attention, a letter describing such condition or event; together with copies of any management letters provided by such accountants to management of the Lessee;

(d) Simultaneously with the delivery of each set of financial statements referred to in clause (b) above for the fourth fiscal quarter of each Fiscal Year, a certificate of an Authorized Representative dated the date of delivery in the form of Exhibit A (the "**Covenant Compliance Certificate**") attaching calculations demonstrating in reasonable detail compliance by the Lessee with the Liens and Encumbrances, the Debt Service Coverage Ratio and the Additional Indebtedness covenants set forth herein and stating whether there exists on the date of such certificate any Event of Default or event which with notice or lapse of time or both would constitute an Event of Default and, if any Event of Default or such event then exists, setting forth the details thereof and the action that the Borrower is taking or proposes to take with respect thereto;

(e) Within thirty (30) days after submittal, copies of any and all financial and tax reporting submitted by or on behalf of the Borrower to the Internal Revenue Service, the New York State Attorney General and/or any other regulatory agencies; and (ii) copies of any final third party audit reports, which are material to the Lessee's or the Borrower's operations or other material regulatory communications;

(f) As soon as available, but in any event not later than sixty (60) days after the end of each Fiscal Year, the annual operating and capital budgets of the Lessee for the upcoming Fiscal Year;

(g) As soon as available, the Borrower shall cause the Lessee to provide to the Purchaser all information, certificates and financial information required to be provided to the Master Trustee pursuant to Section 6.10 of the Master Trust Indenture;

(h) Promptly, notice of any development, financial or otherwise, which may be reasonably expected to have a Material Adverse Effect on the Borrower or the Lessee; and

(i) Such other documentation as may be reasonably requested by the Purchaser.

5.4. **Payment of Obligations.** The Borrower shall pay, as they become due, all of its valid and lawful obligations in accordance with all normal business practices and in accordance with all normal terms.

5.5. **Insurance.** The Borrower shall maintain all of the insurance required under this Purchase Agreement, the Purchaser Documents and the Bond Documents. In addition, the Borrower shall maintain insurance policies with responsible and reputable insurance companies as may be satisfactory to the Purchaser and licensed to do business in the state in which the Mortgaged Property is located and in such amounts as required by the Purchaser so long as such

customary coverages are at least sufficient to meet insurance coverages that are recommended or required pursuant to any regulatory guidelines promulgated by any Governmental Authority, but in any event, in amounts sufficient to prevent the Borrower from becoming a co-insurer. The Borrower shall promptly deliver to the Purchaser certificates evidencing any and all renewals of Borrower's policies of insurance. Without limitation of the foregoing, the Borrower shall keep all of its properties fully insured against fire, lightning and water damage and all extended coverage and special extended coverage perils and against such other risks as the Purchaser may from time to time reasonably require, in an amount at least equal to the full insurable value of such properties.

5.6. **Notices.** The Borrower shall promptly give notice to the Purchaser of (a) the occurrence of any Event of Default hereunder, (b) any event of default under any material instrument or other agreement of the Borrower, (c) any litigation, proceeding, investigation or dispute which may exist at any time affecting the Borrower which might have a Material Adverse Effect, and (d) any material alterations in the nature of its business and any change of the chief executive officer or the chief financial officer of the Borrower or the Lessee.

5.7. **Conduct of Business and Maintenance of Existence.** The Borrower shall preserve in full force and effect its Delaware existence and authorization to conduct business in New York and its solvency, and comply with all laws applicable to it. The Borrower will not, nor will the Borrower permit any constituent party of the Borrower or any member of the Borrower to amend, modify or otherwise change the Certificate of Formation, the Operating Agreement, or other organizational documents of the Borrower, or of such constituent party without the prior written consent of the Purchaser. The Borrower shall maintain and protect all permits, licenses, franchises and trade names and preserve all of its assets used or usable in the conduct of its business and keep the same in good repair and working order.

5.8. **Access to Books and Records.** The Borrower shall keep books of records and account in which full, true and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities; and permit representatives of the Purchaser to visit and inspect any of its properties and examine and make abstracts from any of the books and records of the Borrower (except for any student or personal health records required to be kept confidential pursuant to applicable law, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules), provided that prior to the occurrence and continuing of an Event of Default such visits, inspections and examinations will be during reasonable business hours on reasonable notice, accompanied by a representative of the Borrower. The Borrower's chief financial officer shall, at the reasonable request of the Purchaser, discuss the Borrower's financial matters with the Purchaser or a designee of the Purchaser and provide the Purchaser with copies of any documents reasonably requested by the Purchaser or its designee. The Borrower shall provide the Purchaser with copies of any documents furnished by the Borrower to the Issuer, the Trustee or any credit rating service or, at the request of the Purchaser, any lender to the Borrower, which documents may adversely affect the interests of the Purchaser with respect to the transactions contemplated by this Purchase Agreement.

5.9. **ERISA.** The Borrower shall maintain compliance with all provisions and regulations of ERISA, as amended, and published interpretations thereunder.

5.10. **Payment of Taxes, etc.** The Borrower shall pay all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, when due, which, if unpaid, might become a Lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is subject to a Good Faith Contest.

5.11. **Organizational Documents.** The Borrower shall not, without the prior written consent of the Purchaser, permit or suffer (a) a material amendment or modification of its Certificate of Formation or Operating Agreement or (b) any dissolution or termination of its existence.

5.12. **Furnishing Reports.** Upon the Purchaser's written request, the Borrower shall provide the Purchaser with copies of all inspections, reports, test results and other information received by the Borrower which in any material way relate to the Borrower or its Property.

5.13. **Indemnification.** The Borrower shall indemnify the Purchaser and its respective officers, directors, employees and consultants (each, an "**Indemnified Party**") and defend and hold each Indemnified Party harmless from and against all claims, injury, damage, loss and liability, cost and expense (including reasonable attorneys' fees, costs and expenses) of any and every kind to any persons or property by reason of (a) any breach by the Borrower of representation or warranty, Default or Event of Default under this Purchase Agreement or any Purchaser Documents or (b) any other matter arising in connection with the Bond Purchase, the Bonds, the Bond Documents or the Borrower. No Indemnified Party shall be entitled to be indemnified against claims, injury, damage, loss and liability, cost and expense (including reasonable attorneys' fees, costs and expenses) to the extent arising or resulting from acts or conduct of such Indemnified Party constituting willful misconduct or gross negligence nor shall the Borrower indemnify or hold harmless any party with respect to any actual or alleged violation of federal or state securities laws arising solely from or relating solely to information not provided by the Borrower.

5.14. **Authorized Representative.** The Borrower's Authorized Representative shall deal with the Purchaser on behalf of the Borrower in respect of any and all matters in connection with this Purchase Agreement, the Purchaser Documents, the Bond Documents and the obligations of the Borrower hereunder and thereunder. The Authorized Representative shall have the power, in his/her discretion, to give and receive all notices, moneys, approvals and other documents and instruments, and to take any other action on behalf of the Borrower. All actions by the Authorized Representative shall be final and binding on the Borrower. The Purchaser may rely on the authority given to the Authorized Representative until actual receipt by the Purchaser of a duly authorized resolution substituting a different person as the Authorized Representative. No more than one person shall serve as Authorized Representative at any given time for purposes of this Section.

5.15. **Compliance with Laws.** The Borrower shall comply with all material applicable requirements (including applicable laws) of any Governmental Authority having jurisdiction over the Borrower or the Mortgaged Property.

5.16. **Merger, Consolidation, Dissolution or Liquidation.** Without the Purchaser's prior written consent, the Borrower shall not (i) liquidate, wind-up or dissolve or otherwise dispose of all or substantially all of its Property, business or assets, (ii) consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it, or (iii) enter into a joint venture. The Borrower may, however, without violating the foregoing, consolidate with or merge into another entity which shall constitute an organization exempt from taxation under the Code (an "**Exempt Organization**"), or permit one or more not-for-profit corporations as shall constitute Exempt Organizations to consolidate with or merge into it, or sell or otherwise transfer all or substantially all of its Property, business or assets to another such not-for-profit corporation as shall constitute an Exempt Organization (and thereafter liquidate, wind-up or dissolve or not, as the Borrower may elect) if (a) such merger, consolidation, sale or transfer is in compliance with all applicable legal requirements, (b) such merger, consolidation, sale or transfer does not result in a Default under this Purchase Agreement, the Indenture or any other Bond Document, (c) such merger, consolidation, sale or transfer does not affect the exclusion of the interest on the Series 2015A Bonds from gross income for Federal income tax purposes, and (d)(i) the Borrower, is the surviving, resulting or transferee not-for-profit corporation as shall constitute an Exempt Organization, and (ii) unless the Issuer, the Purchaser (so long as the Purchaser is the sole holder of the Bonds) and the Trustee shall otherwise consent in writing, the resulting corporation has net assets at least equal to that of the Borrower prior to such merger or consolidation.

5.17. **Change in Business.** The Borrower shall not materially change or alter its ownership, legal structure, nature of its business from the business currently engaged in or its executive management, without prior written notification to the Purchaser.

5.18. **Reserved.**

5.19. **Accounting Policies and Procedures.** The Borrower shall not permit any material change in the accounting policies and procedures of the Borrower, other than as required by GAAP, including a change in the Borrower's Fiscal Year, without the prior written consent of the Purchaser.

5.20. **Litigation; Adverse Changes.** The Borrower will promptly notify the Purchaser in writing of (a) any event which, if existing at the date hereof, would require qualification of the representations and warranties set forth herein in any material respect; (b) any Material Adverse Effect of which the Borrower has actual knowledge; and (c) the commencement of any proceeding against the Borrower or its Property seeking damages in excess of \$500,000 which is not otherwise covered by insurance.

5.21. **Rental Payments.** The Borrower shall cause the Lessee to pay the Base Rent directly to the Trustee.

5.22. **Maintenance of Security.** The Purchaser, at the Borrower's expense, may take

all necessary action to maintain and preserve the Liens and security interests created by the Bond Documents in accordance with the terms thereof.

5.23. **Licensing.** The Borrower shall maintain all necessary licenses and approvals from any Governmental Authority required to lawfully conduct the operation of its business.

5.24. **Maintenance of Mortgaged Property.** The Borrower shall keep the Mortgaged Property in good condition and repair, ordinary wear and tear excepted.

5.25. **Further Assurances.** The Borrower will cooperate with the Purchaser and execute, acknowledge (if appropriate) and deliver such further instruments and documents, and take such other action as the Purchaser shall reasonably request to carry out to its satisfaction the transactions contemplated by this Purchase Agreement, the Purchaser Documents and the Bond Documents.

5.26. **Environmental Indemnity.** The Borrower shall comply with the provisions of the Environmental Indemnity.

5.27. **Additional Indebtedness.** Without the Purchaser's prior written consent, the Borrower shall not incur any additional Indebtedness in excess of \$500,000.

5.28. **Debt Service Coverage Ratio.** The Borrower shall maintain a Debt Service Coverage Ratio of not less than 1.00 to 1.00, which shall be calculated as of December 31st of each year for compliance with such ratio, which compliance shall be certified to the Purchaser in writing by an Authorized Representative in the Covenant Compliance Certificate. In the event the Borrower's Debt Service Ratio shall fall below 1.00 to 1.00, the Borrower covenants to cause the Lessee to modify the Master Sublease to bring the Debt Service Coverage Ratio to not less than 1.00 to 1.00.

5.29. **Liens and Encumbrances.** The Borrower shall not, without the prior written consent of the Purchaser, other than as contemplated by this Purchase Agreement or the Bond Documents, (i) pledge, grant, assign, or undertake or not take any action that would result in the creation of any Lien on the Mortgaged Property or the Pledged Collateral or subject the Mortgaged Property or the Pledged Collateral to any claim, except for Permitted Encumbrances, (ii) grant a negative pledge in favor of any third party covering the Mortgaged Property or the Pledged Collateral, or (iii) sell, assign, transfer, lease, mortgage, charge, encumber or otherwise dispose of the Mortgaged Property (except for Permitted Encumbrances), whether in a single transaction or series of transactions, except for any item of equipment that has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary.

5.30. **Required Master Sublease Provisions.** The Borrower will cause the Master Sublease to provide that the Lessee will meet the covenants in the MTI, including the Required Ratios pursuant to Section 6.13 of the MTI, and that Lessee will follow the recommendations of the Consultant (as defined in the MTI) if the Long Term Debt Service Coverage Ratio falls below 1.25. The Borrower will additionally cause the Master Sublease to include an event of default giving the Purchaser the right to accelerate all future lease payments upon an event of default under the MTI that gives the Master Trustee the right to accelerate the outstanding

Obligations (as defined in the MTI) issued under the MTI.

5.31. **Sale and Leaseback Transactions.** The Borrower shall not enter into any sale and leaseback transactions without the prior written consent of the Purchaser.

5.32. **Reserved.**

5.33. **Appraisal.** The Borrower agrees to permit Purchaser and its appraisers to have access to the Mortgaged Property in order to obtain a current appraisal of the Mortgaged Property, not more than once every calendar year; provided however; there shall be no limitation on obtaining current appraisals of the Mortgaged Property during the continuance of an Event of Default, which appraisals shall be at the sole cost and expense of the Purchaser, provided, however, that any appraisal of the Mortgaged Property during the continuance of an Event of Default shall be at the sole cost and expense of the Borrower and the Borrower shall reimburse Purchaser for same within ten (10) days of demand.

5.34. **Guarantees.** The Borrower shall not guarantee, endorse, become surety for, or otherwise in any way become or be responsible for the obligations of any Person, except for Affiliate transactions permitted by Section 5.38 hereof not exceeding \$500,000 in the aggregate, whether by agreement to purchase the Indebtedness of any other Person whether for working capital maintenance, or whether by agreement for the furnishing of funds, directly or indirectly, through the purchase of goods, supplies or services for the purpose of discharging the Indebtedness of any other Person or otherwise, or enter into or be a party to any contract for the purchase of merchandise, materials, supplies or other property if such contract provides that payment for such merchandise, materials, supplies or other property shall be made regardless of whether delivery of such merchandise, supplies or other property is ever made or tendered except endorsements of negotiable instruments for collection or deposit in the ordinary course of business and guaranties in favor of the Purchaser.

5.35. **Expiration.** In the event that the Purchaser shall decide not to extend the Expiration Date, the Borrower will upon the mandatory tender of the Bonds, purchase the Bonds, or cause the Bonds to be purchased, for the principal of and interest due and owing on all outstanding the Bonds at par plus accrued interest. On such date any and all amounts due hereunder and under the Indenture or the Bonds due to the Purchaser shall be payable in full to the Purchaser.

5.36. **Loans and Investments.** The Borrower shall not make or have outstanding loans, advances, extensions of credit or capital contributions to, or investments in, any Person other than Permitted Investments.

5.37. **Reserved.**

5.38. **Transactions With Affiliates or Subsidiaries.**

Without the Purchaser's prior written consent, Borrower shall not enter into any transaction with any Subsidiary or other Affiliate, including, without limitation, the purchase,

sale, or exchange of Property, or the loaning or giving of funds to any Affiliate or any Subsidiary unless: (i) such Subsidiary or Affiliate is engaged in a business substantially related to the business conducted by the Borrower, and the transaction is in the ordinary course of and pursuant to the reasonable requirements of the Borrower's business and upon terms substantially the same and no less favorable to the Borrower as it would obtain in a comparable arm's length transaction with any Person not an Affiliate or a Subsidiary, and so long as such transaction is not prohibited hereunder; or (ii) such transaction is intended for incidental administrative purposes. Notwithstanding the foregoing, Borrower shall not transfer any real property to any Affiliate or Subsidiary without the prior written consent of the Purchaser.

VI. INTENTIONALLY OMITTED.

VII. INTENTIONALLY OMITTED.

VIII. DEFAULT AND REMEDIES.

8.1. **Events of Default.** The occurrence of any one of the following events shall constitute an Event of Default hereunder:

(a) The Borrower shall fail to pay when due any amount payable hereunder or under any Purchaser Document or Bond Document; or

(b) The Borrower shall fail to observe or perform any covenant contained in Section 5.3(e), 5.3(h), 5.6, 5.7, 5.16, 5.17, 5.20, 5.22, 5.27, 5.28, 5.29, 5.30, 5.34, 5.35, 5.36 or 5.38 herein; or

(c) The Borrower shall fail to observe or perform any covenant or agreement contained in this Purchase Agreement (other than those referred to in clauses (a) or (b) above) and such failure shall continue for thirty (30) days after written notice thereof has been given to the Borrower; provided, however, if such failure cannot be corrected within such 30-day period, the Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted within such thirty (30) days and is diligently pursued until such failure is corrected, but in any event not more than an additional thirty (30) days; or

(d) Any representation or warranty made by the Borrower herein or in any Bond Document, or any statement, certificate or other data furnished by the Borrower in connection herewith or with any Purchaser Document or Bond Document, proves to have been incorrect in any material respect when made; or

(e) A judgment or judgments for the payment of money in excess of \$500,000 (which the Purchaser determines to not be covered by insurance or as to which the insurer has given notice of a denial) is rendered against the Borrower or any Subsidiary, and any such judgment shall remain unsatisfied and in effect for any period of ten (10) consecutive days without a stay of execution; or

(f) Any levy, seizure, attachment, garnishment, execution or similar process

shall be issued or levied on any of the Borrower's or any Subsidiary's property and is not dismissed, bonded over or otherwise addressed in a manner satisfactory to the Purchaser within thirty (30) days thereof; or

(g) The Borrower or any Subsidiary shall (a) apply for or consent to the appointment of a receiver, conservator, trustee or liquidator of all or a substantial part of any of its assets; (b) be unable, or admit in writing its inability, to pay its debts as they mature; (c) file or permit the filing of any petition or case for arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or the making of an assignment for the benefit of creditors or the consenting to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (d) take any action for the purpose of effecting any of the foregoing; or

(h) An order, judgment or decree shall be entered, or a case shall be commenced, against the Borrower or any Subsidiary, without the application, approval or consent of the Borrower or such Subsidiary by or in any court of competent jurisdiction, approving a petition or permitting the commencement of a case seeking reorganization or liquidation of the Borrower or such Subsidiary or appointing a receiver, trustee, conservator or liquidator of the Borrower or such Subsidiary with respect to all or a substantial part of its assets and the Borrower or such Subsidiary, by any act, indicates its approval thereof, consent thereto, or acquiescence therein, and such order, judgment, decree or case shall continue unstayed and in effect for any period of sixty (60) consecutive days; or

(i) The Borrower or any Subsidiary shall dissolve or liquidate, or be dissolved or liquidated, or cease to legally exist, or merge, consolidate or convert, or be merged, consolidated or converted with or into any other corporation or entity without the Purchaser's prior written consent (provided, however, that any Subsidiary can be merged into Borrower); or

(j) The suspension of business for any reason other than strike, casualty or cause beyond the Borrower's control and in the event of such suspension for cause beyond the Borrower's control, failure to resume operations as soon as reasonably possible; or

(k) Participation in any illegal activity or in any activity, whether or not related to the business of the Borrower, that may subject the assets of the Borrower to (i) a restraining order or any form of injunction issued by any federal or state court, or (ii) seizure, forfeiture or confiscation by any federal or state governmental instrumentality; or

(l) (i) If Borrower shall default beyond any grace period in the payment of principal or interest of any Indebtedness of Borrower in excess of \$500,000 or obligation, whether contingent or otherwise; or (ii) if Borrower otherwise defaults under the terms or covenants of any such Indebtedness or obligation beyond the expiration of an applicable notice or cure period; or

(m) Any "Event of Default" (as defined in any Purchaser Document, the Loan Agreement or any Bond Document) shall have occurred and shall be continuing beyond the expiration of any applicable notice and/or grace period; or

(n) Any event of default shall occur and shall be continuing beyond any applicable grace period under any other agreements relating to any Indebtedness now or hereafter owed by the Borrower to the Purchaser; or

(o) Any event occurs which has a Material Adverse Effect.

8.2. **Rights and Remedies on Default.** Upon the occurrence of any Event of Default, in addition to any other rights and remedies available to the Purchaser hereunder or otherwise, the Purchaser may exercise any one or more of the following rights and remedies (all of which shall be cumulative):

(a) Give notice of an Event of Default hereunder to the Trustee and demand that the principal of all Bonds then outstanding and the interest accrued thereon to become immediately due and payable under the Bond Documents, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. Notwithstanding the foregoing, the Purchaser hereby agrees that upon an Event of Default arising under the Master Trust Indenture that gives the Master Trustee the right to accelerate the outstanding Obligations issued under the Master Trust Indenture, the Purchaser will not exercise its right of acceleration hereunder during the twelve (12) month period immediately following such Event of Default unless the Master Trustee accelerates the outstanding Obligations issued under the Master Trust Indenture.

(b) Enforce the Purchaser's rights and remedies under any of the Bond Documents, as the holder of all of the Bonds.

(c) Enforce the provisions of this Purchase Agreement by legal proceedings for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. The Purchaser may recover damages caused by any breach by the Borrower of the provisions of this Purchase Agreement, including court costs, reasonable attorneys' fees and other costs and expenses incurred in the enforcement of the obligations of the Borrower hereunder.

(d) Exercise all other rights and remedies which the Purchaser may have under any agreement or under applicable law.

(e) Nothing contained in this Purchase Agreement, the Purchaser Documents or the Bond Documents shall be deemed to compel the Purchaser to accept a cure of any Event of Default hereunder.

8.2. **Purchaser May Perform.** If the Borrower fails to perform any agreement contained herein or in any Bond Document, the Purchaser may itself, after not less than ten (10) days' written notice to the Borrower (or upon less notice or no notice in the case of emergency), perform, or cause performance of, such agreement, and

the expenses of the Purchaser incurred in connection therewith shall be payable by the Borrower as provided under Section 9.1 hereof, with interest at the rate provided for in said Section.

IX. MISCELLANEOUS.

9.1. **Costs and Expenses.** The Borrower will pay upon demand of the Purchaser all reasonable costs, fees and expenses of the Purchaser in connection with (i) the analysis, negotiation, preparation, execution, administration, delivery and termination of this Purchase Agreement, the Purchaser Documents and the Bond Documents and the documents and instruments referred to herein and therein, and any amendment, amendment and restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, search costs, the reasonable fees, expenses and disbursements of counsel for the Purchaser and reasonable charges of any expert consultant to the Purchaser, (ii) the enforcement of the Purchaser's rights hereunder, or the collection of any payments owing from, Borrower under this Purchase Agreement, the Purchaser Documents and/or the Bond Documents or the protection, preservation or defense of the rights of the Purchaser hereunder and under the Bond Documents, and (iii) any refinancing or restructuring of the credit arrangements provided under this Purchase Agreement and the Bond Documents in the nature of a "work-out" or of any insolvency or bankruptcy proceedings, or otherwise (including the reasonable fees and disbursements of counsel for the Purchaser and, with respect to clauses (ii) and (iii), reasonable allocated costs of internal counsel). Any fees, expenses or other charges which the Purchaser is entitled to receive from the Borrower under this Section shall be paid within five (5) Business Days of any written demand therefor and, if not so paid, shall bear interest at a rate per annum equal to the Default Rate.

9.2. **Other Agreements.** The provisions of this Purchase Agreement are not in derogation or limitation of any obligations, liabilities or duties of the Borrower under any of the Bond Documents or any other agreement with or for the benefit of the Purchaser. No inconsistency in default provisions between this Purchase Agreement and any of the Bond Documents or any such other agreement will be deemed to create any additional grace period or otherwise derogate from the express terms of each such default provision. No covenant, agreement or obligation of the Borrower contained herein, nor any right or remedy of the Purchaser contained herein, shall in any respect be limited by or be deemed in limitation of any inconsistent or additional provisions contained in any of the Bond Documents or in any such other agreement.

9.3. **Governing Law.** This Purchase Agreement and all matters arising out of or relating thereto shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York.

9.4. **Addresses for Notices, etc.** All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be mailed or delivered to the applicable party at the address indicated below:

If to the Borrower:

Hudson Valley Property Holdings, LLC
c/o Westchester County Health Care Corporation
100 Woods Road
Valhalla, New York 10595
Attention: Chief Financial Officer

with a copy (which shall not constitute notice) to:

Manatt, Phelps & Phillips, LLP
7 Times Square
New York, NY 10036
Attention: Andrew Schultz, Esq.

If to the Purchaser:

Israel Discount Bank of New York
511 Fifth Avenue
New York, New York 10017
Attention: Steven Broad
Senior Vice President

with a copy (which shall not constitute notice) to:

Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attention: Hal Patrick, Esq.

or, as to each of the foregoing, at such other address as shall be designated by such Person in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed delivered on the earlier of (i) the date received or (ii) the date of delivery, refusal or non-delivery indicated on the return receipt if deposited in the United States mail, sent postage prepaid, certified or registered mail, return receipt requested, addressed as aforesaid. If any such notice, request, demand or other communication is hand-delivered or delivered by overnight delivery service, same shall be effective upon receipted delivery.

In addition, Purchaser hereby agrees to promptly deliver to the Issuer and to the Trustee notices of any declared Event of Default hereunder at the address indicated below:

If to the Issuer, to:

Dutchess County Local Development Corporation
3 Neptune Road
Poughkeepsie NY 12601
Attention: Chair

If to the Trustee, to:
U.S. Bank National Association
100 Wall Street, 16th Floor
New York, New York 10005
Attention: Corporate Trust Department

9.5. **Binding Effect.** This Purchase Agreement shall be binding upon the Borrower and the Purchaser and their successors and assigns and shall inure to the benefit of the Borrower and the Purchaser and their respective permitted successors and assigns. The provisions of this Purchase Agreement will survive the purchase of the Bonds and will remain in full force and effect until all of the Bonds have been redeemed (or purchased by an entity other than the Purchaser) and no other Obligations remain outstanding.

9.6. **Consent to Jurisdiction.** The Borrower and the Purchaser irrevocably submit to the non-exclusive jurisdiction of any New York state court or any federal court sitting within the County of Dutchess, New York over any suit, action or proceeding arising out of or relating to this Purchase Agreement. The Borrower and the Purchaser irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Purchaser and the Borrower agree that final judgment in any such suit, action or proceeding brought in such a court shall be enforced in any court of proper jurisdiction by a suit upon such judgment, provided that service of process in such action, suit or proceeding shall have been effected upon the Borrower or the Purchaser, as the case may be, in one of the manners specified in the following paragraph of this Section 9.6 or as otherwise permitted by law.

The Borrower hereby consents to process being served in any suit, action or proceeding of the nature referred to in the preceding paragraph of this Section 9.6 either (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to it at its address set forth in Section 9.4 (as such address may be changed from time to time pursuant to said Section 9.4) or (ii) by serving a copy thereof upon it at its address set forth in Section 9.4 (as such address may be changed from time to time pursuant to said Section 9.4).

9.7. **Severability.** In the event that any provision of this Purchase Agreement or the application thereof to any Person, property or circumstances shall be held to any extent to be invalid or unenforceable, the remainder of this Purchase Agreement, and the application of such provision to Persons, properties or circumstances other than those as to which it has been held invalid and unenforceable, shall not be affected thereby, and each provision of this Purchase Agreement shall be valid and enforced to the fullest extent permitted by law.

9.8. **Usury.** All agreements between the Borrower and the Purchaser are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the Bonds or otherwise, shall the amount paid or agreed to be paid to the Purchaser for the use or the forbearance of the Indebtedness represented by the Bonds exceeds the maximum permissible under applicable law. If, under any circumstances whatsoever, performance or fulfillment of any provision of the Bonds or any of the other Bond Documents at

the time such provision is to be performed or fulfilled shall involve exceeding the limit of validity prescribed by applicable law, then the obligation so to be performed or fulfilled shall be reduced automatically to the limits of such validity, and if under any circumstances whatsoever the Purchaser should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced by the Bonds and not to the payment of interest. The provisions of this Section 9.8 shall control every other provision of this Purchase Agreement and of the Bond Documents.

9.9. **Consequential Damages.** The Borrower shall not assert, and waives, any claim against the Purchaser, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Purchase Agreement or any agreement or instrument contemplated hereby, the transactions, the Bonds or the use of the proceeds thereof.

9.10. **WAIVER OF JURY TRIAL.** THE BORROWER AND THE PURCHASER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY MUTUALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PURCHASE AGREEMENT, THE BONDS OR ANY BOND DOCUMENTS OR OUT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE PURCHASER TO ENTER INTO THIS PURCHASE AGREEMENT AND TO PURCHASE THE BONDS AS CONTEMPLATED HEREIN.

9.11. **Integration; Amendments.** This Purchase Agreement, the Bonds, the Purchaser Documents and the Bond Documents delivered herewith are intended by the parties as the final, complete and exclusive statement of the transactions described herein. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by this Purchase Agreement, the Purchaser Documents, the Bonds and the Bond Documents delivered herewith. This Purchase Agreement may not be amended or modified except by a written instrument setting forth such amendment or modification executed by the Borrower and the Purchaser. The Borrower will not amend or modify the Loan Agreement or any other Bond Documents to which it is a party or under which it has consent rights, without the prior written consent of the Purchaser, and any purported amendment or modification made without such consent will be of no force or effect. The provisions of Sections 2.2, 9.1, 9.6, 9.9 and 9.10 will survive any termination of this Purchase Agreement.

9.12. **Right of Setoff.** The Purchaser shall have with respect to the Borrower's obligations to the Purchaser under this Purchase Agreement, the Purchaser Documents and the Bond Documents and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against all of the Borrower's right, title and interest in and to all of the Borrower's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with the Purchaser whether held in a general or special account or deposit and whether held jointly with someone else; provided that this Section 9.12 shall not apply to restricted gifts, grants, bequests, donations, and contributions heretofore or hereafter made, designated at the time of the making thereof by the donor or maker as being for a

restricted purpose. Such right of setoff may be exercised without demand upon or notice to the Borrower and shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder or under any of the Bond Documents without any action of the Purchaser, although the Purchaser may enter such setoff on its books and records at later time.

9.13. **Announcement.** The Purchaser, at its option, may announce and publicize the source of the financing contemplated hereunder, by means and media selected by the Purchaser.

9.14. **Successors and Assigns.**

(a) This Purchase Agreement shall (i) be binding upon the Borrower, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Purchaser and its successors, transferees and assigns; provided, that the Borrower may not assign all or any part of this Purchase Agreement or any rights hereunder without the prior written consent of the Purchaser.

(b) The Borrower acknowledges and agrees that the Purchaser may at any time, and from time to time, (i) sell participating interests in this Purchase Agreement and the Bonds, and the Purchaser's rights hereunder to other financial institutions, and (ii) sell, transfer, or assign this Purchase Agreement and the Purchaser's rights hereunder and under the Bonds, to any one or more additional banks or financial institutions, subject (as to the Purchaser's rights under this clause (b)(ii)) to the Borrower's written consent, which consent shall not be unreasonably withheld; provided that, no consent under this clause (b)(ii) shall be required if an Event of Default exists at the time of such sale, transfer or assignment.

(c) The Purchaser may at any time assign all or any portion of its rights under this Agreement and the Bonds to a federal reserve bank (pursuant to Regulation A of the Federal Reserve Board). No such assignment shall release the transferor bank from its obligations hereunder.

X. **DEFINED TERMS**

10.1. **Definitions.** In addition to terms defined elsewhere in this Purchase Agreement, as used in this Purchase Agreement, the following terms have the following respective meanings:

“Affiliates” of a Person means a corporation, partnership, joint venture, limited liability company, unincorporated association, business trust or similar entity organized under the laws of the United States of America or any state thereof which is directly or indirectly controlled by the Borrower, by any other Affiliate or by any Person which directly or indirectly controls the Borrower or which directly or indirectly controls any other Affiliate. For purposes of this definition, control means the power to direct the management and policies of a Person through the membership of a not-for-profit corporation or the right to designate or elect not less than a majority of the members of its board of directors or other governing board or body by contract or otherwise.

“Anti-Terrorism Laws” means any statute, treaty, law (including common law),

ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act.

“Assignment of Mortgage” means the Assignment of Leasehold Mortgage and Security Agreement, dated as of July 1, 2015, by the Issuer in favor of the Trustee in connection with the Mortgage, as the same may be amended, restated, modified or supplemented from time to time.

“Authorized Representative” means the officer(s) of the Borrower duly authorized by the Borrower as designated by a writing to execute and deliver to the Purchaser any report, certificate or statement to be delivered by the Borrower to the Purchaser under this Purchase Agreement.

“Base Rent” has the meaning set forth in the Master Sublease.

“Bond Documents” means, collectively, the Resolution, the Bonds, the Loan Agreement, the Note, the Pledge and Security Agreement, the Indenture, the Tax Certificate, the Letter of Representation, the Environmental Indemnity, the Assignment of Mortgage, the Mortgage, the Master Lease, the Master Sublease, and any and all documents, instruments and agreements relating to the foregoing, and any amendment, modification or supplement from time to time to any of the foregoing.

“Bonds” means, depending on the context, the Series 2015A Bonds or the Series 2015B Bonds, or both of them.

“Borrower” has the meaning set forth in the preamble of this Purchase Agreement.

“Business Day” means any day which is not (i) a Saturday, nor (ii) a Sunday, nor (iii) another day on which banks in New York are required or authorized by law or by executive order to close.

“Capitalized Lease Obligations” means any Indebtedness represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, consistently applied.

“Certificate of Formation” means the Certificate of Formation or other organizational documents of a limited liability company referred to herein, all as amended to date.

“Code” has the meaning set forth in the Indenture.

“Commonly Controlled Entity” means an entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414 of the Code.

“Debt Service Coverage Ratio” means the ratio of (a) the sum of (i) the change in the unrestricted net assets (excluding unrealized gains and losses), plus (ii) interest expense, plus (iii)

depreciation and amortization, to (b) the sum of (i) the scheduled principal payments made, including payments made on Capitalized Lease Obligations, plus (ii) cash interest expense.

“Default” means any event or circumstance which, with the passage of time or the giving of notice or both, could become an Event of Default.

“Default Rate” has the meaning as set forth in the Indenture.

“Environmental Indemnity” means the ADA and Environmental Indemnity Agreement, dated as of July 1, 2015, by the Borrower in favor of the Trustee and the Purchaser, as the same may be amended, modified or supplemented from time to time.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder from time to time.

“Event of Default” means any of the events specified in Section 8.1.

“Executive Order No. 13224” means the Executive Order No. 13244 on Terrorist Financing, effective September 23, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“Expiration Date” means August 1, 2030, or any extension of such date as agreed to by the Borrower and the Purchaser.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System, or any entity succeeding to any of its principal functions.

“Financing Statements” means any UCC financing statements executed or authorized by the Borrower and filed on the Purchase Date or thereafter.

“Fiscal Year” means the fiscal year of the Borrower, which ends December 31st of each calendar year.

“GAAP” means generally accepted accounting principles in the United States of America in effect from time to time.

“Good Faith Contest” means the contest of an item if: (i) the item is diligently contested in good faith by appropriate proceedings timely instituted; (ii) reasonable reserves or bonds in substitution thereof that are established or delivered with respect to the contested item; (iii) during the period of such contest, the enforcement of any contested item is effectively stayed; and (iv) the failure to pay or comply with the contested item has not and is not more likely than not to have a Material Adverse Effect.

“Governmental Authorities” or “Governmental Authority” means all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever for any government unit or political subdivision, whether foreign, federal, state, county, district, municipal or otherwise, and whether now or hereafter in existence.

“Hedging Contract” means any and all rate swap transactions, foreign exchange transactions, credit derivative transactions and commodity transactions, including, but not limited to, basis swaps, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Improvements” means all structures, buildings, additions, extensions, modifications and all other improvements of any kind whatsoever, and replacements of any of the foregoing, now or hereafter located at or upon the Mortgaged Property.

“Indebtedness” means all obligations of a Person for money borrowed, whether current or long-term, senior or subordinated, which in accordance with GAAP would be included as liabilities upon such Person’s balance sheet at the date as of which Indebtedness is to be determined, and shall also include payments due under capitalized leases as well as guaranties or any Hedging Contracts, endorsements (other than for collection in the ordinary course of business) or other arrangements whereby responsibility is assumed for the obligations of others, whether by agreement to purchase or otherwise acquire the obligations of others for money borrowed.

“Indenture” has the meaning set forth in Recital A.

“Lessee” means Westchester County Health Care Corporation, as lessee under the Master Sublease, its successors and assigns.

“Letter of Representation” means the Letter of Representation and Indemnity Agreement, dated as of July 24, 2015, from the Borrower and WMC-New York, Inc. to the Issuer, the Purchaser and the Trustee.

“Lien” means any mortgage, pledge, charge, encumbrance, security interest, collateral assignment or other lien or restriction of any kind, whether based on common law, constitutional provision, statute or contract, and shall include recorded reservations, exceptions, encroachments, easements, right-of-way, covenants, conditions, restrictions, leases and other title exceptions.

“Loan Agreement” has the meaning as set forth in Recital B.

“Master Lease” means that certain Master Lease, dated as of July 24, 2015, by and between the Westchester County Health Care Corporation and the Borrower, as the same may be amended, modified or supplemented.

“Master Sublease” means that certain Master Sublease, dated as of July 24, 2015, by and between the Borrower and Westchester County Health Care Corporation, as the same may be

amended, modified or supplemented.

“Master Trust Indenture” or “MTI” means the Master Trust Indenture, dated November 1, 2000, between Westchester County Health Care Corporation and U.S. Bank National Association, as successor Master Trustee, as amended and supplemented.

“Material Adverse Effect” means any material and adverse effect (i) upon the assets, business (including prospects), operations, Property or condition (financial or otherwise), of the Borrower (including, without limitation, contingent liabilities indicated in the notes to the Borrower’s financial statements), or its tax-exempt status or (ii) on the ability of the Borrower to perform its obligations hereunder or under the Purchaser Documents or the Bond Documents.

“Mortgage” means the Leasehold Mortgage and Security Agreement, dated as of even date herewith, executed by the Borrower in favor of the Issuer and the Trustee, and assigned by the Issuer to the Trustee pursuant to the Assignment of Mortgage, as the same may amended, restated, modified or supplemented from time to time.

“Mortgaged Property” means the leasehold interest in improved real property described on Schedule A attached hereto.

“Note” means, depending on the context, the Series 2015A Note, the Series 2015B Note, or both of them.

“Obligations” means all Indebtedness, covenants, agreements, liabilities and obligations, now existing or hereafter arising, made by the Borrower with or for the benefit of the Purchaser or owed by the Borrower to the Purchaser in any capacity.

“Operating Agreement” means with respect to any limited liability company, the organization and operating agreement or limited liability company agreement governing the affairs, conduct, management and operations of the company.

“Permitted Encumbrances” means:

(a) Liens for taxes, assessments, water charges, sewer charges and other governmental charges or levies not yet due or as to which the period of grace, if any, related thereto has not expired or which are subject to a Good Faith Contest;

(b) the claims or liens of materialmen, mechanics, carriers, warehousemen, processors or landlords for labor, materials, supplies or rentals incurred in the ordinary course of business after the later to occur of either the Purchase Date of or the recording of the Mortgage and the Assignment of Mortgage in the aggregate principal amount not to exceed \$500,000 and subject to a Good Faith Contest;

(c) Liens consisting of deposits or pledges made in the ordinary course of business in connection with, or to secure payment of, obligations under workers’ compensation, unemployment insurance or similar legislation or obligations under customer service contracts;

(d) Liens constituting encumbrances in the nature of zoning restrictions, landmark restrictions, easements and rights or restrictions of record on the use of real property, which in the aggregate are not substantial in amount or material in nature (in the sole discretion of the Purchaser) and which do not detract from the value of such property or materially impair the intended or proposed use thereof in the ordinary conduct of business;

(e) Liens of the Purchaser;

(f) attachments, appeal bonds, judgments and other similar Liens, for sums not exceeding \$500,000 in the aggregate arising in connection with court proceedings, arbitration hearings or contests; *provided*, that the same were incurred after the later to occur of either the Purchase Date or the recording of the Mortgage and the Assignment of Mortgage, the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are subject to a Good Faith Contest;

(g) judgment Liens which are incurred after the later to occur of either the Purchase Date or the recording of the Mortgage and the Assignment of Mortgage, which do not otherwise result in an Event of Default;

(h) leases, or subleases of real property granted to unaffiliated third Persons not interfering in any material respect with the business of the Borrower and are subordinate in all respects to the Purchaser's security interests;

(i) any encumbrances that are expressly set forth in the title policy issued by Old Republic Title Insurance Company;

(j) Purchase money security interests and security interests existing in any Property prior to the time of its acquisition through purchase, merger, consolidation or otherwise, or placed upon Property to secure a portion of the purchase price thereof, or lessor's interests in leases required to be capitalized in accordance with generally accepted accounting principles; provided that the aggregate principal amount secured by any such interests shall not exceed at the time of incurrence or assumption the fair market value of such Property;

(k) normal and customary rights of setoff with respect to deposits of cash in favor of Purchaser or other depository institutions;

(l) "Permitted Encumbrances" as defined in the Indenture; and

(m) Liens on real property other than on the Mortgaged Property.

"Permitted Investments" means (a) investments existing on the Purchase Date that are disclosed to and permitted by the Purchaser, (b) investments with the Purchaser, (c) obligations issued or guaranteed by the United States of America or any agency thereof, (d) commercial paper with maturities of not more than 180 days and a published rating of not less than A-1 or P-1 (or the equivalent rating) by a nationally recognized investment rating agency, (e) certificates

of deposit having maturities of not more than 180 days, (f) repurchase agreements backed by United States government securities or a commercial bank if (A) such bank has a combined capital and surplus of at least \$500,000,000, or (B) its debt obligations, or those of a holding company of which it is a Subsidiary, are rated not less than A (or the equivalent rating) by a nationally recognized rating agency, (g) U.S. money market funds that invest solely in obligations issued or guaranteed by the United States of America or an agency thereof and (h) investments consistent with the Borrower's investment policy as in effect on the Purchase Date, or as amended from time to time with at least thirty (30) days prior written notice to the Purchaser.

"Person" means an individual, corporation, limited liability company, partnership, limited partnership, joint venture, trust or unincorporated organization, or a government or any agency or political subdivision thereof.

"Plan" means, at any particular time, any employee benefit plan which is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pledge and Security Agreement" means the Pledge and Security Agreement, dated as of July 1, 2015, from the Borrower to the Trustee, as the same may be amended, restated, modified or supplemented from time to time.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

"Purchase Date" has the meaning set forth in Section I.

"Purchaser Documents" means this Purchase Agreement and any other documentation executed in connection therewith.

"Purchaser" means Israel Discount Bank of New York, its successors and assigns, including any subsequent holder of the Bonds to whom the Purchaser has expressly assigned its rights under this Purchase Agreement.

"Resolution" has the meaning as set forth in Recital A.

"Series 2015A Bonds" means the \$20,350,000 Dutchess County Local Development Corporation Revenue Bonds, Series 2015A (The Atrium Project) issued pursuant to the Indenture.

"Series 2015A Note" means the Promissory Note, dated July 24, 2015, by the Borrower in favor of the Issuer and endorsed by the Issuer to the Trustee, in the principal sum of \$20,350,000, in connection with the Series 2015A Bonds.

"Series 2015B Bonds" means the \$4,650,000 Dutchess County Local Development Corporation Revenue Bonds Series 2015B (Taxable) (The Atrium Project) issued pursuant to the

Indenture.

“Series 2015B Note” means the Promissory Note, dated July 24, 2015, by the Borrower in favor of the Issuer and endorsed by the Issuer to the Trustee, in the principal sum of \$4,650,000, in connection with the Series 2015B Bonds.

“Subsidiary” means with respect to any Person at any time, (i) any corporation more than fifty percent (50%) of whose voting stock is legally and beneficially owned by such Person or owned by a corporation more than fifty percent (50%) of whose voting stock is legally and beneficially owned by such Person; (ii) any trust of which a majority of the beneficial interest is at such time owned directly or indirectly, beneficially or of record, by such Person or one or more Subsidiaries of such Person; and (iii) any partnership, joint venture, limited liability company or other entity of which ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at such time owned directly or indirectly, beneficially or of record, by, or which is otherwise controlled directly, indirectly or through one or more intermediaries by, such Person or one or more Subsidiaries of such Person.

“Tax Certificate” has the meaning set forth in the Indenture.

“Trustee” means U.S. Bank National Association having a corporate trust office at 100 Wall Street, 16th Floor, New York, New York 10005 or any successor or assign thereto.

“Westchester County Health Care Corporation” means the Westchester County Health Care Corporation, a public benefit corporation existing by virtue of the laws of the State of New York.

Any defined term used in the plural preceded by the definite article shall be taken to encompass all members of the relevant class. Any defined term used in the singular preceded by “any” shall be taken to indicate any number of the members of the relevant class.

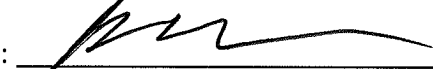
[signatures on following page]

[SIGNATURE PAGE TO BOND PURCHASE AND CONTINUING COVENANTS
AGREEMENT]

This Purchase Agreement is executed, as an instrument under seal, as of the day and year first above written.

**HUDSON VALLEY PROPERTY HOLDINGS,
LLC**

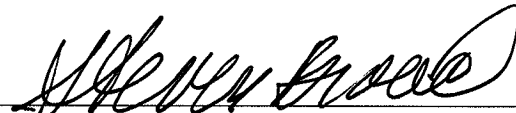
**By: WMC-New York, Inc.
Its Sole Member**

By:  _____

Name: John Morgan

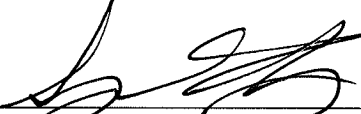
Title: Executive Director

ISRAEL DISCOUNT BANK OF NEW YORK

By:  _____

Name: Steven Broad

Title: Senior Vice President

By:  _____

Name: Sunny Golovinsky

Title: Vice President

EXHIBIT A

COVENANT COMPLIANCE CERTIFICATE

TO: Israel Discount Bank of New York (the "Purchaser")

RE: \$25,000,000 Bond Purchase by Israel Discount Bank of New York pursuant to the Bond Purchase and Continuing Covenants Agreement dated as of July 24, 2015 by and between Hudson Valley Property Holdings, LLC (the "Borrower") and the Purchaser, as the same may be amended, restated, supplemented or modified from time to time (the "Purchase Agreement").

In accordance with the provisions of the Purchase Agreement, the undersigned, the _____ of the Borrower, hereby certifies to the Purchaser as follows (unless otherwise defined herein, capitalized terms shall have the respective meanings assigned such terms in the Purchase Agreement):

1. The Borrower is in compliance as of the date hereof with the Additional Indebtedness and Liens and Encumbrances covenants set forth in Section 5.27 and Section 5.29, respectively, of the Purchase Agreement.

2. Attached hereto are calculations demonstrating the Borrower's compliance as of _____, with the Debt Service Coverage Ratio covenant set forth in Section 5.28 of the Purchase Agreement.

3. No Default exists on the date hereof, other than: _____ [if none, so state].

4. No Event of Default exists on the date hereof, other than: _____ [if none, so state].

[SIGNATURE PAGE TO COVENANT COMPLIANCE CERTIFICATE]

Dated: _____, _____

**HUDSON VALLEY PROPERTY HOLDINGS,
LLC**

By _____
Name:
Title:

SCHEDULE A
MORTGAGED PROPERTY

ELECTRONIC LAND SERVICES, INC.

as Agent for

Old Republic National Title Insurance Company

SCHEDULE A (Description)

Title Number: ELS-90066-LH

SCHEDULE A (Legal Description)

ALL that certain plot, piece or parcel of land situate and being in the Town of Poughkeepsie, County of Dutchess and State of New York being and intended to be all that certain tract or parcel of land designated as Lot 2C a shown on a map entitled "Saint Francis Hospital East Building Subdivision" recorded at the Dutchess County Clerk's Office on July 29, 1999 as filed map 10844, being more particularly bounded and described according to said map as follows:

BEGINNING at a point at the northeasterly corner of the herein described parcel, said point being located North 76° 13' 32" West 305.17 feet from a point at the westerly side of Garden Street Extension, being the southeasterly corner of lands of St. Francis Hospital and the northeasterly corner of lands of Assenza;

THENCE through lands of St. Francis Hospital, South 8° 19' 14" East 165.34 feet to a point and southwesterly on a curve to the right of radius 65.00 feet an arc length of 98.14 feet to a point at the northerly side of Cook Street;

THENCE along same, South 78° 11' 20" West 134.42 feet to a point;

THENCE continuing through lands of St. Francis Hospital,

North 8° 14' 33" West 286.03 feet,

North 81° 45' 27" East 132.00 feet,

South 36° 45' 27" West 7.07 feet,

South 8° 14' 33" East 16.97 feet,

North 81° 45' 27" East 5.00 feet,

South 8° 14' 33" East 25.49 feet and

North 81° 40' 46" East 62.89 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Containing 1.16 acres of land.

TOGETHER with non exclusive rights and easements appurtenant to the above described premises as set forth in the Ground Lease Agreement dated as of April 1, 1999 by and between St. Francis Hospital, Poughkeepsie, New York, Lessor, and Columbia SFH, L.L.C. Lessee, a memorandum of which is dated as of April 1, 1999 and recorded June 16, 1999 in the Dutchess County Clerk's Office as Document #02-1999-5121.

AND

TOGETHER with Easements for access, drainage and utilities granted pursuant to that certain Reciprocal Easement Declaration dated March 15, 1999 and recorded in Liber 2030, page 483

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

ELECTRONIC LAND SERVICES, INC.

as Agent for

Old Republic National Title Insurance Company

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Title Number: **ELS-90066-LH**