PRELIMINARY RESOLUTION
(Culinary Institute of America Project Series 2021)

A special meeting of the Dutchess County Local Development Corporation (the "**Issuer**") was convened in public session on August 11, 2021 at 8:00 a.m., local time, at the Dutchess County Local Development Corporation's Offices, Three Neptune Road, Poughkeepsie, New York.

The meeting was called to order by the Vice Chairman, with the following members being:

PRESENT: Mark Doyle, Vice Chairman
Alfred D. Torreggiani
Donald R. Sagliano
Ronald J. Piccone, II

ABSENT: Timothy Dean, Chairman
Kathleen M. Bauer, Secretary/ Treasurer
Amy L. Bombardieri

ALSO PRESENT: Sarah Lee, Chief Executive Officer
Marilyn Yerks, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

On motion duly made by Ronald J. Piccone, II and seconded by Alfred D. Torreggiani, the following resolution (the "**Resolution**") was placed before the members of the Issuer:

Resolution (i) Taking official action toward the issuance of an amount presently estimated to be approximately $32,200,000 and in any event not to exceed $35,000,000 aggregate principal amount of Revenue Bonds (The Culinary Institute of America Refunding Project) Series 2021; and (ii) Authorizing the execution and delivery of an agreement by and between the Issuer and The Culinary Institute of America with respect to the financing and refinancing of the Project.

WHEREAS, the Issuer was duly formed under §102(a)(5) of the New York Not-for-Profit Corporation Law ("**N-PCL**") as a local development corporation, a Type C Corporation under §201 of the N-PCL, for the purpose of conducting activities that will: relieve and reduce unemployment in Dutchess County, New York (the "**County**"); promote and provide for additional and maximum employment in the County; better and maintain job opportunities in the County; instruct or train individuals in the County to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the County by attracting new industry

CAPPILLINO, ROTHSCHILD & EGAN LLP
Attorneys at Law
Seven Broad Street
P.O. Box 390
Pawling, New York
12564-0390
(845) 855-5444

to the County; encourage the development of, or retention of, an industry in the County; and lessen the burdens of government and acting in the public interest; and

WHEREAS, the Issuer's corporate powers include, but are not limited to, the power to finance facilities for not-for-profit education corporations, acquire, improve, maintain, equip and furnish projects, to lease such projects and collect rent; to sell and convey any and all of its property, to loan the proceeds of its bonds to not-for-profit corporations and other entities whenever the Board of Directors shall find such action to be in furtherance of the purposes for which it was organized; and to issue bonds for the purpose of carrying out any of its powers; all bonds to be payable solely out of revenues and receipts derived from the leasing or sale by the Issuer of its projects; and

WHEREAS, The Culinary Institute of America (the "**Institution**"), a New York not-for-profit education corporation, exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the **"Code"**) has submitted an application to the Issuer, a copy of which application is on file at the office of the Issuer, which application requested that the Issuer consider undertaking a project (the "**Project**") for the benefit of the Institution consisting of the issuance of tax-exempt bonds to be used as follows:

(a) the refunding of all or a portion of the Issuer's $15,833,664.01 original principal amount Multi-Modal Revenue Bonds, Series 2011 (CHF-CIA, L.L.C. Project) (the "**Series 2011 Bonds**"), the proceeds of which were used to fund all or a portion of the cost of (A)(1) the acquisition, construction, and equipping of a housing facility located on the Institution's campus at 1946 Campus Drive, Hyde Park, Dutchess County, New York (the "**Campus**") comprising substantially of approximately 160 beds, including 3 single rooms for resident assistants and a resident director apartment contained within 3 three-story "townhouse" design buildings, including kitchen and laundry facilities and related parking and improvements (collectively, the "**Improvements**"); and (2) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "**Equipment**", and together with the Improvements, the "**Series 2011 Facility**"); (B) the funding of a debt service reserve fund as security for the Series 2011 Bonds; (C) the payment of certain costs of issuance associated with the issuance of the Series 2011 Bonds; and (D) the funding of capitalized interest on the Series 2011 Bonds. The Series 2011 Facility is currently owned by CHF-CIA, L.L.C. and, upon refunding of the Series 2011 Bonds with proceeds of the Bonds (defined below), the Series 2011 Facility will be owned and operated by the Institution; and

(b) the refunding of all or a portion of the Dormitory Authority of the State of New York ("**DASNY**") $22,150,000 original principal amount The Culinary Institute of America Revenue Bonds, Series 2012 (the "**Series 2012 Bonds**"), the proceeds of which were used to finance (A) the construction of an approximately 42,000 square foot, two-story (including a half-story mezzanine) approximately 800 seat theater and conference center on the Campus (the "**Series 2012 Facility**"), and (B) refunding of DASNY's The Culinary Institute of America Insured Revenue Bonds, Series 1999, the proceeds of which financed the construction, renovation, equipping and repair of portions of the following

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Attorneys at Law
Seven Broad Street
P.O. Box 390
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12564-0390
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existing buildings on the Institution's Campus (collectively, the "**Series 1999 Facility**"): (1) the approximately 185,400 square foot Roth Hall to house a new Bakery/Café and a Bakeshop and Bread Bakery; (2) the approximately 94,500 square foot Hudson Hall for use as admissions offices; (3) the approximately 9,360 square foot McCann Center for use as classroom facilities and faculty offices; and (4) an approximately 2,500 square foot building formerly used as a student delicatessen, for use as a kitchen facility. The Series 1999 Facility and the Series 2012 Facility will be owned and operated by the Institution; and

(c) the refunding of all or a portion of DASNY's $30,800,000 original principal amount The Culinary Institute of America Revenue Bonds (Series 2013) (the "**Series 2013 Bonds**") the proceeds of which were used to finance (A) the construction of a 33,000 square foot, one-story addition to the Institution's student recreation center for use as a main dining venue and renovation of another 13,000 square feet of the existing student recreation center for expanded fitness space and a new entry area and administrative office suite, and including landscaping redesign and related site improvements, and (B) the build-out of the lower level of the Institution's 42,000 square foot, two-story (including a half-story mezzanine) theater and conference center, including furnishings and equipment required for specialized theater, classroom, conference and demonstration uses, as well as plaza renovations and related site improvements (collectively, the "**Series 2013 Facility**"). The Series 2013 Facility is located on the Campus and will be owned and operated by the Institution. The Series 2011 Bonds, the Series 2012 Bonds and the Series 2013 Bonds to be refunded with proceeds of the Bonds are collectively referred to as the "**Refunded Bonds**"; and

(d) Funding any debt service reserve fund to be pledged to secure the Bonds;

(e) Paying certain incidental expenses incurred in connection therewith;

(f) Paying redemption premiums in connection with the Refunded Bonds and the costs of terminating any interest rate swap in connection with the Refunded Bonds.

(g) The financing of all or a portion of the costs of the foregoing by the issuance of Tax-Exempt Revenue Bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project, together with the necessary incidental costs in connection therewith, all presently estimated to be Thirty-Two Million Two Hundred Thousand and 00/100 Dollars ($32,200,000) but not to exceed Thirty-Five Million and 00/100 Dollars ($35,000,000) (the "**Bonds**"); and

(h) The granting of certain other financial assistance with respect to the foregoing, including potential exemptions from mortgage recording taxes (collectively with the Bonds, the "**Financial Assistance**"); and

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WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Issuer must determine whether the financing of the Project by the Issuer may have a significant effect on the environment and therefore require the preparation of an Environmental Impact Statement; and

WHEREAS, to aid the Issuer in determining whether the financing, refinancing, construction, installation, furnishing, equipping and improving of the Project may have a significant impact on the environment, the Institution has prepared and submitted to the Issuer an application and a Short Environmental Assessment Form (the "**EAF**") for the Project; and

WHEREAS, pursuant to the EAF, this refunding of the Refunded Bonds debt is a Type II action under 6 NYCRR §617.5(c)(29); and

WHEREAS, the Issuer has not yet held a hearing pursuant to the Issuer's existing policy nor pursuant to §147(f) of the Code; and

WHEREAS, although the resolution authorizing the issuance of the Bonds has not yet been presented for approval by the Issuer, a Preliminary Agreement relative to the proposed issuance of the Bonds by the Issuer has been presented for approval by the Issuer.

NOW, THEREFORE, BE IT RESOLVED by the Dutchess County Local Development Corporation, as follows:

1. Based upon the representations made by the Institution to the Issuer, the Issuer hereby finds and determines that:

(a) The Project constitutes a project within the scope of the corporate powers of the Issuer and is consistent with its corporate purposes in that the financing of the Project by the Issuer through the issuance of the Bonds will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of Dutchess County, New York, and improve their standard of living; and

(b) This Project is a Type II action under SEQRA and therefore will not have an adverse environmental impact; and

(c) It is desirable and in the public interest to issue the Bonds in the aggregate principal amount presently estimated to be Thirty-Two Million Two Hundred Thousand and 00/100 Dollars ($32,200,000) but not to exceed Thirty-Five Million and 00/100 Dollars ($35,000,000) for the purpose of financing the Project, together with the necessary expenses in connection therewith; and

2. Subject to the conditions set forth in Section 3 of this Resolution, the Issuer will:

(a) issue the Bonds in an amount presently estimated to be Thirty-Two Million Two Hundred Thousand and 00/100 Dollars ($32,200,000)

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but not to exceed Thirty-Five Million and 00/100 Dollars ($35,000,000), the particular amount, series, maturities, interest rate, redemption terms and other terms and provisions to be determined by a further resolution of the Issuer;

(b) loan the proceeds of the Bonds to the Institution pursuant to a loan agreement by and between the Issuer and the Institution, whereby the Institution will be obligated under such agreement or loan agreement, as the case may be, among other things to make payments to the Issuer in amounts and at times so that payments will be adequate to pay the principal of, premium, if any, and interest on all such Bonds; and

(c) secure the Bonds in such manner as the Issuer, the Institution or the purchasers of the Bonds mutually deem appropriate. The Issuer shall not be required to incur and shall not incur any financial liability with respect to the Project.

3. The issuance of the Bonds, as contemplated by Section 2 of this Resolution, and the findings and determinations set forth in this Resolution shall be subject to:

(a) execution and delivery by the Institution of the Preliminary Agreement attached hereto as Exhibit "A" setting forth certain conditions for the issuance of the Bonds;

(b) agreement by the Issuer, the Institution and the purchaser of the Bonds on mutually acceptable terms for the Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions for the security for the payment thereof;

(c) approval of the issuance of the Bonds in accordance with the provisions of §147(f) of the Code; and

(d) receipt by the Issuer of evidence that all required approvals in connection with the issuance of the Bonds have been obtained.

4. The form and substance of a proposed agreement (in substantially the form presented to this meeting) by and between the Issuer and the Institution setting forth the undertakings of the Issuer and the Institution with respect to the issuance of the Bonds and the providing of the Project (the "**Preliminary Agreement**") are hereby approved. The Chief Executive Officer and/or Chairman (or Vice Chairman) of the Issuer are hereby authorized, on behalf of the Issuer, to execute and deliver the Preliminary Agreement and the Secretary (or Assistant Secretary) of the Issuer is hereby authorized to affix the seal of the Issuer hereto and to attest to this meeting, with such changes in terms and conditions as the Chief Executive Officer or Chairman (or Vice Chairman) of the Issuer shall constitute conclusive evidence of such approval.

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5. The Institution is hereby appointed the true and lawful agent of the Issuer: (i) to undertake the Project; (ii) to make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions, as the designated agent for the Issuer, and in general to do all things which may be requisite or proper for the acquisition, construction, installation, equipping and improvement of the Project; and (iii) to prepare, publish and, upon approval by the Chief Executive Officer and/or Chairman (or Vice Chairman) of the Issuer, to distribute a Preliminary Official Statement (or Preliminary Offering Circular or Private Placement Memorandum) of the Issuer with respect to the Bonds, all with the same powers and the same validity as the Issuer could do if acting on its own behalf. In addition, the Institution is hereby authorized to advance such funds as may be necessary to accomplish such purposes and, to the extent permitted by law, the Issuer agrees to reimburse the Institution therefor out of the proceeds of the Bonds, when, as and if, the Bonds are issued. The Chief Executive Officer or the Chairman (or Vice Chairman) hereby is authorized to execute a letter to the Institution attesting to the Institution's authority to act as agent of the Issuer in this matter in accordance with the standard procedures of the Issuer.

6. The law firm of Harris Beach, PLLC, Pittsford, New York, is hereby appointed Bond Counsel to the Issuer in connection with the issuance of the Bonds.

7. Based upon the information provided by the Institution to the Issuer in the Institution's application for financing, the Issuer reasonably expects that expenditures to be incurred by the Institution in connection with the Project prior to the date of issuance and sale of the Bonds will be reimbursed to the Institution out of the proceeds of the Bonds. It is intended that this resolution shall constitute a declaration of official intent under United States Treasury Regulation 1.150-2.

8. Counsel to the Issuer and Bond Counsel for the Issuer are hereby authorized to work with counsel to the Institution and others to prepare for submission to the Issuer, all documents necessary to effect the authorization, issuance, and sale of the Bonds. The Institution shall be responsible for the fees of Issuer, Issuer's Counsel and Bond Counsel in relation to this Project and the financing thereof.

9. The Chief Executive Officer and/or Chairman (or Vice Chairman) of the Issuer is hereby authorized and directed to distribute copies of this Resolution to the Institution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Chief Executive Officer and/or Chairman (or Vice Chairman) of the Issuer is hereby authorized, empowered and directed to cause a public hearing concerning this Project to be conducted after due notice by publication in accordance with law and is further authorized to appoint counsel to the Issuer as designee to conduct the public hearing. The Issuer hereby appoints each Member of the Issuer to serve as an Assistant Secretary of the Issuer for purposes of this transaction.

10. This Resolution shall take effect immediately.

CAPPILLINO,
ROTHSCHILD
& EGAN LLP
Attorneys at Law
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The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Timothy Dean, Chairman	Being	ABSENT
Mark Doyle, Vice Chairman	VOTING	"Aye:
Kathleen M. Bauer, Secretary/Treasurer	Being	ABSENT
Alfred D. Torreggiani	VOTING	"Aye"
Donald R. Sagliano	VOTING	"Aye"
Ronald J. Piccone, II	VOTING	"Aye"
Amy L. Bombardieri	Being	ABSENT

The Resolution was thereupon declared duly adopted.

Adopted: August 11, 2021

CAPPILLINO,
ROTHSCHILD
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STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Assistant Secretary of the Dutchess County Local Development Corporation, **DO HEREBY CERTIFY**:

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Local Development Corporation (the "Issuer"), including the resolution contained therein, held on August 11, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Issuer and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Preliminary Agreement annexed hereto as Exhibit "A" is in substantially the same form presented to and approved at such meeting.

I FURTHER CERTIFY, that all members of the Issuer had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law Open Meetings Law, said meeting was open to the general public, and that public notice of the time and place of said meeting was only given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Issuer present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed, or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Issuer as of the 11th day of August, 2021.

Alfred D. Torreggiani, Assistant Secretary

[SEAL]

CAPPILLINO, ROTHSCHILD & EGAN LLP
Attorneys at Law
Seven Broad Street
P.O. Box 390
Pawling, New York
12564-0390
(845) 855-5444

PRELIMINARY AGREEMENT
(Culinary Institute of America Project Series 2021)

THIS PRELIMINARY AGREEMENT (the "Preliminary Agreement"), made as of August 11, 2021, between the **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**, a not-for-profit corporation, organized and existing under the Not-For-Profit Corporation Law of the State of New York, having offices at Three Neptune Road, Poughkeepsie, New York 12601 (the "**Issuer**") and **THE CULINARY INSTITUTE OF AMERICA**, a New York education corporation, organized and existing under the laws of the State of New York, having offices at 1946 Campus Drive, Hyde Park, New York 12538 (the "**Institution**").

WHEREAS, the Issuer was duly formed under §102(a)(5) of the New York Not-for-Profit Company Law ("**N-PCL**") as a local development corporation, a Type C Company under §201 of the N-PCL, for the purpose of conducting activities that will relieve and reduce unemployment in Dutchess County, New York (the "County"); promote and provide for additional and maximum employment in the County; better and maintain job opportunities in the County; instruct or train individuals in the County to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the County by attracting new industry to the County; or by encouraging the development of, or retention of, an industry in the County; and lessening the burdens of government and acting in the public interest; and

WHEREAS, the Issuer's corporate powers include, but are not limited to, the power to finance facilities for not-for-profit corporations, acquire, improve, maintain, equip and furnish projects, to lease such projects and collect rent; to sell and convey any and all of its property whenever the Board of Directors shall find such action to be in furtherance of the purposes for which it was organized; and to issue bonds for the purpose of carrying out any of its powers; all bonds to be payable solely out of revenues and receipts derived from the leasing or sale by the Issuer of its projects; and

WHEREAS, the Institution submitted an application to the Issuer (the "**Application**"), a copy of which application is on file at the office of the Issuer, which application requested that the Issuer consider undertaking a project (the "**Project**") for the benefit of the Institution consisting of the issuance of tax-exempt bonds to be used as follows:

(a) the refunding of all or a portion of the Issuer's $15,833,664.01 original principal amount Multi-Modal Revenue Bonds, Series 2011 (CHF-CIA, L.L.C. Project) (the "**Series 2011 Bonds**"), the proceeds of which were used to fund all or a portion of the cost of (A)(1) the acquisition, construction, and equipping of a housing facility located on the Institution's campus at 1946 Campus Drive, Hyde Park, Dutchess County, New York (the "**Campus**") comprising substantially of approximately 160 beds, including 3 single rooms for resident assistants and a resident director apartment contained within 3 three-story "townhouse" design buildings, including kitchen and laundry facilities and related parking and improvements (collectively, the "**Improvements**"); and (2) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "**Equipment**", and together with the Improvements, the "**Series 2011 Facility**"); (B) the funding of a debt service reserve fund as security for the Series 2011 Bonds; (C) the payment of certain costs of issuance associated with the issuance of the Series 2011 Bonds; and (D) the funding of capitalized interest on the Series 2011 Bonds. The Series 2011 Facility is currently owned by CHF-CIA, L.L.C. and, upon refunding of the Series 2011 Bonds with proceeds of the Bonds (defined below), the Series 2011 Facility will be owned and operated by the Institution; and

(b) the refunding of all or a portion of the Dormitory Authority of the State of New York ("**DASNY**") $22,150,000 original principal amount The Culinary Institute of America Revenue Bonds, Series 2012 (the "**Series 2012 Bonds**"), the proceeds of which were used to finance (A) the construction of an approximately 42,000 square foot, two-story (including a half-story mezzanine) approximately 800 seat theater and conference center on the Campus (the "**Series 2012 Facility**"), and (B) refunding of DASNY's The Culinary Institute of America Insured Revenue Bonds, Series 1999, the proceeds of which financed the construction, renovation, equipping and repair of portions of the following existing buildings on the Institution's Campus (collectively, the "**Series 1999 Facility**"): (1) the approximately 185,400 square foot Roth Hall to house a new Bakery/Café and a Bakeshop and Bread Bakery; (2) the approximately 94,500 square foot Hudson Hall for use as admissions offices; (3) the approximately 9,360 square foot McCann Center for use as classroom facilities and faculty offices; and (4) an approximately 2,500 square foot building formerly used as a student delicatessen, for use as a kitchen facility. The Series 1999 Facility and the Series 2012 Facility will be owned and operated by the Institution; and

(c) the refunding of all or a portion of DASNY's $30,800,000 original principal amount The Culinary Institute of America Revenue Bonds (Series 2013) (the "**Series 2013 Bonds**") the proceeds of which were used to finance (A) the construction of a 33,000 square foot, one-story addition to the Institution's student recreation center for use as a main dining venue and renovation of another 13,000 square feet of the existing student recreation center for expanded fitness space and a new entry area and administrative office suite, and including landscaping redesign and related site improvements, and (B) the build-out of the lower level of the Institution's 42,000 square foot, two-story (including a half-story mezzanine) theater and conference center, including furnishings and equipment required for specialized theater, classroom, conference and demonstration uses, as well as plaza renovations and related site improvements (collectively, the "**Series 2013 Facility**"). The Series 2013 Facility is located on the Campus and will be owned and operated by the Institution. The Series 2011 Bonds, the Series 2012 Bonds and the Series 2013 Bonds to be refunded with proceeds of the Bonds are collectively referred to as the "**Refunded Bonds**"; and

(d) Funding any debt service reserve fund to be pledged to secure the Bonds;

(e) Paying certain incidental expenses incurred in connection therewith;

(f) Paying redemption premiums in connection with the Refunded Bonds and the costs of terminating any interest rate swap in connection with the Refunded Bonds.

(g) The financing of all or a portion of the costs of the foregoing by the issuance of Tax-Exempt Revenue Bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project, together with the necessary incidental costs in connection therewith, all presently estimated to be Thirty-Two Million Two Hundred Thousand and 00/100 Dollars ($32,200,000) but not to exceed Thirty-Five Million and 00/100 Dollars ($35,000,000) (the "**Bonds**"); and

(h) The granting of certain other financial assistance with respect to the foregoing, including potential exemptions from mortgage recording taxes (collectively with the Bonds, the "**Financial Assistance**"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Issuer must determine whether the financing of the Project by the Issuer may have a significant effect on the environment and therefore require the preparation of an Environmental Impact Statement; and

WHEREAS, to aid the Issuer in determining whether the financing, refinancing, construction, installation, furnishing, equipping and improving of the Project may have a significant impact on the environment, the Institution has prepared and submitted to the Issuer, along with the application, a Short Environmental Assessment Form (the "**EAF**") for the Project; and

WHEREAS, pursuant to the EAF, this refunding of the Refunded Bonds is a Type II action under 6 NYCRR §617.5(c)(29); and

WHEREAS, the Issuer has not yet held a hearing pursuant to the Issuer's existing policy nor pursuant to §147(f) of the Code; and

WHEREAS, although the resolution authorizing the issuance of the Bonds has not yet been presented for approval by the Issuer, on August 11, 2021, the Issuer adopted a Preliminary Resolution (the "**Preliminary Resolution**") authorizing the execution of this Preliminary Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Issuer and the Institution agree as follows:

1. <u>Undertakings of the Issuer</u>. Based upon the statements, representations, and undertakings of the Institution and subject to the conditions set forth herein and in the Preliminary Resolution, the Issuer agrees as follows:

(a) The Issuer shall authorize, sell, and deliver the Bonds, pursuant to the terms of the Act as then in force, in an aggregate principal amount presently estimated to be Thirty-Two

Million Two Hundred Thousand and 00/100 Dollars ($32,200,000) but not to exceed Thirty-Five Million and 00/100 Dollars ($35,000,000) for the purpose of financing the Project and paying necessary incidental expenses in connection therewith, and funding any debt service reserve fund to be pledged to secure the Bonds.

(b) The Issuer shall adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) the authorization, issuance, and sale of the Bonds, and (ii) the loaning of the proceeds of the Bonds to the Institution, all as shall be authorized by law and be mutually satisfactory to the Issuer and the Institution.

(c) The Issuer shall loan the proceeds of the Bonds to the Institution pursuant to a loan agreement by and between the Issuer and the Institution (the "**Loan Agreement**"), whereby the Institution will be obligated under such Loan Agreement, among other things to make payments to the Issuer in amounts and at times so that payments will be adequate to pay the principal of, premium, if any, and interest on all such Bonds.

(d) The Issuer shall take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Representations of the Institution. The Institution hereby represents to the Issuer that:

(a) The Project is located in Dutchess County, New York;

(b) The financing and refunding of the Project through the issuance of the Bonds will provide savings to the Institution which will allow it to redirect financial resources to provide its programs with a greater measure of financial security and therefore the Issuer's assistance is necessary to assist the Institution in proceeding with the Project;

(c) The proposed financing will contribute to preserving existing employment opportunities in the Dutchess County, New York; and

(d) The Institution intends that the Project will comply with all applicable federal, state, and local laws, ordinance, rules, and regulations and the Institution shall have obtained all necessary approvals and permits required thereunder.

3. Undertakings of the Institution. Based upon the statements, representations, and undertakings of the Issuer and subject to the conditions set forth herein and in the Preliminary Resolution, the Institution agrees as follows:

(a) The Institution shall use all reasonable efforts to find, or cause to be found, one or more purchasers for the Bonds.

(b) The Institution shall use all reasonable efforts necessary or desirable to enter into a contract or contracts to borrow the proceeds of the Bonds from the Issuer and execute the Loan Agreement.

(c) The Institution shall contemporaneously with the delivery of the Bonds, enter into the Loan Agreement with the Issuer containing the terms and conditions described in Paragraph 1(c) hereof.

(d) (i) The Institution shall defend and indemnify the Issuer and hold the Issuer harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the financing and refinancing (including any expense incurred by the Issuer in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Institution acting as agent for the Issuer pursuant to this Preliminary Agreement or otherwise.

(ii) The Institution shall not permit to stand, and shall at its own expense take all steps reasonably necessary to remove, any mechanic's or other liens against the Project for labor or constructing, furnishing, equipping, improving and renovating of the Project.

(iii) The Institution shall indemnify and hold the Issuer harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Issuer in defending any claims, suits or actions which may arise as a result of the foregoing, except that the Institution shall not be required to indemnify the Issuer for the willful misconduct or grossly negligent conduct of the Issuer.

(e) The Institution shall take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) This Preliminary Agreement shall take effect on the date or execution hereof until the Loan Agreement becomes effective. It is the intent of the Issuer and the Institution that this Preliminary Agreement be superseded in its entirety by the Loan Agreement.

(b) It is understood and agreed by the Issuer and the Institution that the issuance of the Bonds and the execution of the Loan Agreement and related documents are subject to: (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Issuer; and (iii) agreement by the Issuer, the Institution and the purchasers of the Bonds upon mutually acceptable terms for the Bonds and for the Loan Agreement.

(c) The Institution agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur as a consequence of executing this Preliminary Agreement or performing its obligations hereunder, including but not limited to, the cost of causing a notice of any public hearing held with respect to the Project to be published, the cost of making and transcribing records of said hearings and the reasonable fees and expenses charged and incurred by Bond Counsel and Issuer's Counsel in connection with their representation of Issuer in this matter and their preparation of any documents pertaining to the issuance of the Bonds.

(d) All commitments of the Issuer under Paragraph 1 hereof and of the Institution under Paragraphs 2 and 3 hereof (excepting the obligations of the Institution set forth in subparagraphs 3(d) and 4(c) hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the Bonds have been issued no later than fifteen (15) months from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Institution).

(Remainder of Page Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the 11th day of August, 2021.

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

By: ____
Sarah Lee, Chief Executive Officer

THE CULINARY INSTITUTE OF AMERICA

By:____
Maria Krupin
Vice President – Finance & Administration