

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
(DUTCHESS COUNTY, NEW YORK)

and

TD BANK, N.A.
as Bondholder

and

MARIST COLLEGE

BOND PURCHASE AND LOAN AGREEMENT

Dated as of April 1, 2016

\$13,560,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE REFUNDING BONDS, SERIES 2016
(MARIST COLLEGE PROJECT)

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BOND PURCHASE AND LOAN AGREEMENT

This BOND PURCHASE AND LOAN AGREEMENT, dated as of April 1, 2016 (this “**Bond Purchase and Loan Agreement**” or this “**Agreement**”), is by and among the DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION, a local development corporation of the State of New York created pursuant to Section 1411 of the New York Not-for-Profit Corporation Law, as amended, having an office at 3 Neptune Road, Poughkeepsie, New York 12601 (the “**Issuer**”), TD BANK, N.A., a national banking association organized and existing under the laws of the United States of America, having an office at 555 Hudson Valley Avenue, New Windsor, New York 12553 (together with any successors or assigns permitted hereunder, the “**Bondholder**” or the “**Bank**”), and MARIST COLLEGE, a New York education corporation and an organization described in Section 501 (c)(3) of the Code and exempt from federal income taxation pursuant to Section 501(a) of the Code, having an address at 3399 North Road, Poughkeepsie, New York 12601 (the “**College**” or the “**Borrower**”).

R E C I T A L S

The Issuer, on February 16, 2016, adopted its Authorizing Resolution (the “**Resolution**”) authorizing the execution and delivery of this Bond Purchase and Loan Agreement and the issuance of a series of revenue refunding bonds \$13,560,000 Revenue Refunding Bonds, Series 2016 (Marist College Project) (the “**Series 2016 Bonds**” or the “**Bonds**”), described pursuant to the terms of this Bond Purchase and Loan Agreement for the purpose of providing funds for (A) the refunding of the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2000-A (Marist College Civic Facility) (the “**Series 2000-A Bonds**”) issued on behalf of the College, the proceeds of which Series 2000-A Bonds were used to finance (1) the construction, acquisition, furnishing, equipping and improvement of six (6) new townhouses located at 35 West Cedar Avenue, Poughkeepsie, New York (the “**Townhouse Construction**”), now used for student residential and recreational purposes, and the renovation, furnishing, equipping and improvement of Sheahan Hall (a 130-bed dormitory), Leo Hall (a 320-bed dormitory) and Champagnat Hall (a 440-bed dormitory) (the “**Residential Hall Renovation**”), all located at the College’s main campus at 3399 North Road, Poughkeepsie, New York 12601-1387 (the “**Main Campus**”), now used for student residential purposes (the Townhouse Construction and the Residential Hall Renovation collectively referred to as the “**Facility**”); (2) the funding of any debt service reserve fund to be pledged to secure the Series 2000-A Bonds; and (3) payment of certain expenses incurred in connection with the issuance of the Series 2000-A Bonds; and (B) paying redemption premiums in connection with the 2000-A Bonds, if any, together with funding any reserve funds as may be necessary to secure the Bonds and paying necessary incidental costs in connection therewith (together with paragraph (A) above, the “**Project**”).

The issuance of such Bonds shall evidence the Issuer’s obligation to repay such aggregate principal amount, and the Issuer has agreed to issue, execute and deliver the Bonds, on the terms and conditions of this Bond Purchase and Loan Agreement. The execution and delivery of this Bond Purchase and Loan Agreement shall evidence the loan to the College from the Issuer in the

amount of \$13,560,000 and the terms pursuant to which the College is obligated to repay such loan.

The Bonds issued hereunder are special obligations of the Issuer payable solely from and secured by the payments to be made by the College pursuant hereto.

This Agreement provides for the following transactions:

- (a) the Issuer's issuance of the Bonds and the sale of the Bonds to the Bondholder;
- (b) the Issuer's loan of the proceeds of the Bonds to the College for the purpose of refinancing the Series 2000-A Bonds;
- (c) the Issuer's assignment to the Bondholder of the Payments to be received hereunder and the rights to receive the same; and
- (d) the College's repayment of the loan of Bond Proceeds from the Issuer through payment to the Bondholder of all amounts necessary to pay the Bonds issued by the Issuer.

Accordingly, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01. Definition of Terms. As used herein, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Act” means the New York Not-for-profit Corporation Law, as amended.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the College or the Issuer under any applicable bankruptcy, reorganization, insolvency or similar law as is now or hereafter in effect.

“Adjusted Unrestricted Liquid Assets” means, at any time, all Unrestricted Liquid Assets at such time, plus all Temporarily Restricted Liquid Assets at such time.

“Annual Administrative Fee” means the annual administrative fee established from time to time by the Issuer's Board of Directors as generally applicable to projects receiving financial assistance payable by the College during each Bond Year for the general administrative and supervisory expenses of the Issuer (subject to such exceptions from such general applicability as may be established by the Issuer's Board of Directors).

“Annual Debt Service” means the actual sum of the principal and sinking fund installments of and interest on outstanding Long-Term Debt payable during a fiscal year provided that (a) with respect any debt that bears a variable rate of interest the debt service shall include any credit enhancement costs and (b) with respect to any long-term debt subject to an

interest rate exchange agreement, the debt service shall include the net payments made to or received from the counterparty. With respect to principal and sinking fund installments paid in any fiscal year on outstanding balloon Long-Term Debt (25% or more of the original principal amount thereof matures, or is required to be purchased by the College, either automatically or at the option of the holder of such balloon indebtedness, or otherwise come due in any one year), such debt shall be assumed to be issued on a level debt service basis with a term equaling the original term of the debt.

“Applicable Elected Representative” means any Person constituting an “applicable elected representative” within the meaning given to the term in Section 147(f)(2)(E) of the Code.

“Arbitrage Rebate Fund” means the fund so designated and held by the Bondholder pursuant to Section 4.01 of this Bond Purchase and Loan Agreement.

“Authorized Officer” means (i) in the case of the Issuer, the Chief Executive Officer, the Treasurer, the Secretary, or any other officer and when used with reference to any act or document also means any other person authorized by a resolution or the by-laws of the Issuer to perform such act or execute such document; (ii) in the case of the College, when used with reference to any act or document, means the person or persons authorized by a resolution or the by-laws of the College to perform such act or execute such document; and (iii) in the case of the Bondholder, an authorized officer and when used with reference to any act or document, means the person or persons authorized by a resolution or the by-laws of the Bondholder to perform such act or execute such document.

“Bank” shall mean TD Bank, N.A. and its successors and assigns permitted hereunder.

“Bank Purchase Interest Rate” means (i) $70\% \times (\text{LIBOR} + 0.73\%)$ unless increased pursuant to Section 7.18 hereof or for an Event of Default hereunder or as otherwise provided hereunder.

“Bank Purchase Interest Rate Period” means a period commencing on April 1, 2016 and ending on July 1, 2031.

“Bank Purchase Interest Rate Mode” means when the Bonds bear interest at the Bank Purchase Interest Rate.

“Bond” or “Bonds” means the Issuer’s Revenue Refunding Bonds, Series 2016 (Marist College Project) in the aggregate principal amount of \$13,560,000 authorized and issued pursuant to the Resolution and this Bond Purchase and Loan Agreement to finance certain Costs of the Project and which Bonds are in substantially the form of Exhibit A attached to this Bond Purchase and Loan Agreement.

“Bond Counsel” means the law firm of Nixon Peabody LLP, or an attorney or other law firm appointed by the Issuer, having a national reputation in the field of municipal bond law whose opinions are generally accepted by purchasers of municipal bonds.

“Bondholder”, “Holder”, “holder” or “Owner” means any Person who shall be the registered owner of any Bond or Bonds. Initially, the sole Bondholder shall be the Bank, as the initial registered owner of the Initial Bonds.

“Bond Proceeds” means the aggregate amount, including any accrued interest, paid to the Issuer by the Bondholder pursuant to the Bond Purchase and Loan Agreement as the purchase price of the Bond.

“Bond Purchase and Loan Agreement” means this Bond Purchase and Loan Agreement, dated as of April 1, 2016, among the Issuer, the College and the Bondholder, as the same may be amended, supplemented or otherwise modified, as permitted by this Bond Purchase and Loan Agreement and by the Resolution.

“Bond Registrar” means the Dutchess County Local Development Corporation as bond registrar with respect to the Bonds and its successors and assigns in such capacity.

“Bond Year” has the meaning in the Tax Regulatory Agreement.

“Business Day” means any day which is not a Saturday, a Sunday or a day on which the Bondholder or banking institutions chartered by the State or the United States of America are legally authorized to close in The City of New York.

“Closing Date” means the date of sale, issuance and delivery of the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“College” or “Borrower” means Marist College and its successors and assigns permitted hereunder.

“College Documents” means this Bond Purchase and Loan Agreement, the Tax Regulatory Agreement and any other documents executed by the College pursuant to the issuance of the Bonds.

“Cost of Issuance” or “Costs of Issuance” means the items of expense incurred in connection with the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, legal fees and charges, charges and fees required by the Laws and regulations of the State, professional consultants’ fees, fees and charges for execution, transportation and safekeeping of Bonds, commitment fees or similar charges relating to a letter of credit, costs and expenses in connection with the refunding of Bonds or other bonds or notes of the Issuer and other costs, charges and fees, including those of the Issuer, in connection with the foregoing.

“Cost of the Project” or “Costs of the Project” means the costs and expenses determined by the College, subject to the provisions of this Bond Purchase and Loan Agreement, to be necessarily or appropriately incurred in connection with the Project, including, but not limited to, (i) refunding the Prior Bonds; and (ii) costs of issuing the Series 2016 Bonds.

“Debt Service Coverage Covenant” means a Debt Service Coverage Ratio of at least 1.00:1.00 so long as any Series 2012A Bonds or Series 2013A Bonds are outstanding. Compliance with this Debt Service Coverage Ratio covenant will be tested annually commencing with the Fiscal Year ending June 30, 2016, on the basis of the College’s audited financial statement for the preceding Fiscal Year.

“Debt Service Coverage Ratio” means the ratio of Operating Revenues Available for Debt Service to Annual Debt Service.

“Debt Service Payment” means, with respect to any Debt Service Payment Date, (i) the interest payable on such Debt Service Payment Date on all Bonds then Outstanding, plus (ii) the principal or Redemption Price, if any, payable on such Debt Service Payment Date on all such Bonds.

“Debt Service Payment Date” means (i) with respect to interest payments, the first calendar day of each month, commencing on May 1, 2016, and (ii) with respect to principal payments, annually, commencing on July 1, 2016 and continuing thereafter until the Maturity Date or until the bonds have been paid in full.

“Default Rate” means the Involuntary Rate.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the College files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bondholder or any former Bondholder notifies the College that it has received a written unqualified legal opinion (which opinion shall not be a reasoned opinion and shall be subject to only customary assumptions and exclusions) by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance and that is reasonably acceptable to the College and the Bondholder to the effect that an Event of Taxability has occurred unless, within one hundred eighty (180) days after receipt by the College of such notification from the Bondholder or any former Bondholder, the College shall deliver to the Bondholder and any former Bondholder a ruling or determination letter issued to or on behalf of the College by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the College shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the College, or upon any review or audit of the

College or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the College shall receive notice from the Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Holder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the College has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that, within thirty (30) days of written demand from the Bank, the College shall promptly reimburse the Bank for any payments, including any taxes, interest, penalties or other charges, the Bank shall be obligated to make as a result of the Determination of Taxability.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder, as the same may be amended from time to time.

“Event of Default” means any of those events defined as an Event of Default by Section 8.01 hereof. Upon the occurrence and during the continuance of any Event of Default, interest shall accrue at a rate equal to the Involuntary Rate.

“Event of Taxability” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the College, or the failure to take any action by the College, or the making by the College of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds, but excluding any act of the Bank) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes with respect to the Bonds.

“Exempt Obligation” means:

(i) an obligation of any state or territory of the United States of America, any political subdivision of any state or territory of the United States of America, or any agency, authority, public benefit corporation or instrumentality of such state, territory or political subdivision, the interest on which is excludable from gross income under Section 103 of the Code, which is not a “specified private activity bond” within the meaning of Section 57(a)(5) of the Code and which, at the time an investment therein is made or such obligation is deposited in

any fund or account hereunder, is rated, without regard to qualification of such rating by symbols such as “+” or “-” and numerical notation, no lower than the second highest rating category for such obligation by at least two nationally recognized rating organization;

(ii) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on any of the foregoing; and

(iii) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“Exempt Organization” means an organization described in Section 501(c)(3) of the Code and which is exempt from Federal income taxation pursuant to Section 501(a) of the Code.

“Facility” means, collectively, the Townhouse Construction and the Residential Hall Renovation.

“Federal Agency Obligation” means:

(i) an obligation issued by any federal agency or instrumentality approved by the Issuer;

(ii) an obligation, the principal of and interest on which are fully insured or guaranteed as to payment by a federal agency approved by the Issuer;

(iii) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on, any of the foregoing; and

(iv) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“Fiscal Year” means a twelve month period beginning July 1st of a calendar year and ending on June 30th of the next subsequent calendar year.

“Fitch” means Fitch, Inc. and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College (other than S&P and Moody’s).

“Funded Debt” on any date, the principal amount of all indebtedness for borrowed money of the College and any Subsidiary outstanding on such date which has a final maturity of more than twelve (12) months from such date.

“GAAP” means then effective generally accepted accounting principles in the United States of America.

“Government Obligation” means:

- (i) a direct obligation of the United States of America;
- (ii) an obligation the principal of and interest on which are fully insured or guaranteed as to payment by the United States of America;
- (iii) an obligation to which the full faith and credit of the United States of America are pledged;
- (iv) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on, any of the foregoing; and
- (v) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Governmental Requirements” means any present and future Laws, rules, orders, ordinances, regulations, statutes, requirements and executive orders of the United States, the State and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them, now existing or hereafter created, and having or asserting jurisdiction over the Facility or any part of either.

“Indebtedness” means any obligation of the College for the payment of money, including without limitation (i) indebtedness for money borrowed, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations, and (v) guarantees of any such obligation of a third party.

“Initial Interest Period” means the Interest Period commencing on the Closing Date and expiring on April 30, 2016.

“Interest Period” means, other than the Initial Interest Period, a period commencing on the first day of each month and ending on the last day of the same month; provided that (a) if any Interest Period other than the Initial Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically

corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“Interest Expense” means, with respect to any period of computation thereof, the consolidated gross interest expense of the College and its Subsidiaries, including, without limitation, (i) amortization of debt discounts, (ii) all fees and other payments (including, without limitation, letter of credit fees, fees or other payments payable in respect of any swap agreement or other hedging agreement now or hereafter issued for the account of the College) payable in connection with the incurrence of Indebtedness (but excluding any non-cash charges resulting from any “mark to market” requirements with respect to any swap agreement or other hedging agreement), and (iii) the portion of any liabilities incurred in connection with capital leases allocable to interest expense, all determined in accordance with generally accepted accounting principles applied on a consistent basis. Without limitation of the foregoing, all fees paid or payable by the College in respect of the Letter of Credit will, in any event, be deemed included within “Interest Expense”.

“Investment Agreement” means a repurchase agreement or other agreement for the investment of money with a Qualified Financial Institution.

“Involuntary Rate” means, on any particular date, the highest of (i) a rate of interest per annum equal to the Prime Rate from time to time in effect, plus 3.00%, and (ii) 6.00% per annum.

“Issuer” means (i) the Dutchess County Local Development Corporation, a local development corporation of the State created under the Act, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Issuer or its successors may be a party.

“Issuer Fee” means the fee payable to the Issuer in consideration for the Issuer’s internal costs and overhead expenses attributable to the issuance of the Bonds.

“Laws” means, collectively, all international, foreign, Federal, State and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Letter of Credit” means the Irrevocable Transferable Letter of Credit issued by the Bank for the account of the College in favor of the Trustee securing the Series 2000-A Bonds.

“LIBOR” means the greater of (a) zero percent (0.0%) and (b) the rate of interest in U.S. Dollars (rounded upwards, at the Bank’s option, to the next 1/8th of one percent) equal to the Intercontinental Exchange Benchmark Administration Ltd. (“ICE,” or the successor thereto if ICE is no longer making a London Interbank Offered Rate available) London Interbank Offered Rate (“ICE LIBOR”) for the equivalent Interest Period as published by Bloomberg (or such other commercially available source providing quotations of ICE LIBOR as designated by the Bank from time to time) at approximately 11:00 A.M. (London time) two (2) London Banking

Days (as hereinafter defined) prior to the first day of such Interest Period; provided, however, if more than one ICE LIBOR is specified, the applicable rate shall be the arithmetic mean of all such rates. If, for any reason, such rate is not available, the term London Interbank Offered Rate shall mean the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/8th of 1%) determined by the Bank to be the average rates per annum at which deposits in dollars are offered for such Interest Period to major banks in the London Interbank market in London, England at approximately 11:00 A.M. (London time) 2 London Banking Days prior to the first day of such Interest Period for a term comparable to such Interest Period. London Banking Days means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

“Lien” means any mortgage, pledge, lien, charge or security interest in the nature thereof (including any conditional sales agreement, equipment trust agreement, or other title retention agreement) or other encumbrance of whatsoever nature, other than:

- (i) the lien of taxes and assessments which are not delinquent;
- (ii) the lien of taxes and assessments which are either not yet due or are delinquent but the validity of which is being contested in good faith unless the property or the interest of the Issuer therein may be in danger of being lost or forfeited;
- (iii) minor defects and irregularities in the title to such property which do not in the aggregate materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held;
- (iv) easements, exceptions or reservations for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes for which it is or may reasonably be expected to be held; and
- (v) any other Liens or other matters approved in writing by the Bondholder.

“London Banking Days” means any business day on which commercial banks are open for international business (including dealings in dollar deposits) in London.

“Long-Term Debt” means Indebtedness having an original maturity of greater than one (1) year or Indebtedness on which the College has an option to extend the maturity thereof for a period of greater than one (1) year beyond the date of the original occurrence thereof.

“Material Adverse Effect” means (a) a material impairment of the ability of the College, taken as a whole, to perform under this Agreement or any College Document to which it is a party; or (b) a material adverse effect upon the legality, validity, binding effect or enforceability of this Agreement or any College Document; or (c) a material adverse effect upon the business, property, assets or condition (financial or otherwise) of the College, taken as a whole.

“Material Debt” means, on any date, Indebtedness of the College which individually exceeds \$5,000,000.

“Maturity Date” means July 1, 2031.

“Maximum Annual Debt Service” means on any date, the greatest amount required in the then current or future fiscal year of Annual Debt Service.

“Maximum Interest Rate” means twelve percent (12%) per annum.

“Moody’s” means Moody’s Investors Service, Inc. and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College (other than S&P and Fitch).

“Net Proceeds” means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses and costs (including attorneys’ fees) incurred in obtaining such gross proceeds.

“Obligations” means all unpaid principal of, and accrued and unpaid interest due on, the Bonds, and all other advances to, and debts, liabilities, obligations, interest, fees, charges, expenses, covenants, stipulations, promises, agreements, obligations and duties of, any Person arising under any document or otherwise with respect to any disbursements or hedging contract, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Person party to any Bond Documents or any Affiliate thereof of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Operating Revenues Available for Debt Service” means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources, minus total unrestricted operating expenses, excluding depreciation, amortization, and interest expenses as displayed or included in the College’s audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains or losses resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any non-cash adjustment for changes in accounting estimates, change in GAAP, or other non-cash adjustments made in accordance with GAAP, (iv) extraordinary items, (v) any realized gains or losses on the sale of investments or interest exchange agreements, and (vi) any unrealized gains/appreciation or losses/depreciation on the carrying value of investments or interest exchange agreements.

“Organizational Documents” means, (i) in the case of an entity constituting a limited liability company, the articles of organization or certificate of formation, and the operating agreement of such entity, (ii) in the case of an entity constituting a corporation, the charter, articles of incorporation or certificate of incorporation, and the bylaws of such entity, and (iii) in the case of an entity constituting a general or limited partnership, the partnership agreement of such entity.

“Outstanding” when used in reference to Bonds, means, as of a particular date, all Bonds executed and delivered hereunder except:

- (i) any Bond canceled by the Bondholder at or before such date; and
- (ii) any Bond in lieu of or in substitution for which another Bond shall have been executed and delivered pursuant to Section 3.05 or Section 3.06 hereof.

“Parity Debt” means the Series 2008 Bonds, the Series 2012 Bonds, the Series 2013A Bonds, the Series 2013B Bonds, the Series 2015 Bonds and any Indebtedness issued after the date of this Agreement that are on parity with the Bonds, including, but not limited to, any Indebtedness issued to refund any such bonds.

“Patriot Act” means the USA Patriot Act (Title III of Public Law 107-56) signed into law on April 26, 2001.

“Payments” means all Debt Service Payments payable by the College to the Issuer, and assigned to the Bondholder under this Bond Purchase and Loan Agreement.

“Permitted Collateral” means:

- (i) Government Obligations described in clauses (i), (ii) or (iii) of the definition of Government Obligation;
- (ii) Federal Agency Obligations described in clauses (i) or (ii) of the definition of Federal Agency Obligation;
- (iii) commercial paper that (a) matures within two hundred seventy (270) days after its date of issuance, (b) is rated in the highest short term rating category by at least one nationally recognized rating organization and (c) is issued by a domestic corporation whose unsecured senior debt is rated by at least one nationally recognized rating organization no lower than in the second highest rating category;
- (iv) financial guaranty agreements, surety or other similar bonds or other instruments of an insurance company that has an equity capital of at least \$125,000,000 and is rated by Bests Insurance Guide or a nationally recognized rating organization in the highest rating category; and
- (v) bankers’ acceptances issued by a bank rated, at the time an investment therein is made or the same is deposited in any fund or account hereunder, in the highest short term rating category by at least one nationally recognized rating organization and having maturities not longer than three hundred sixty five (365) days from the date they are pledged.

“Permitted Encumbrances” means (i) any mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in good faith by appropriate proceedings which prevent the enforcement of such Lien and for which adequate reserves are maintained and which are approved in writing by the Bondholder, (ii) Liens for taxes not yet delinquent, (iii) any Liens

in favor of the Bondholder or approved in writing by the Bondholder, (iv) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation of the Facility affected thereby (or, if such Facility is not being then operated, the operation for which it was designed or last modified) and does not materially adversely affect the value of the Facility, including (A) any zoning laws and similar restrictions which are not violated by the Facility affected thereby, (B) all right, title and interest of the State, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way, (v) Liens securing capitalized leases or equipment financings in an aggregate amount not in excess of \$2,500,000 at any one time unless otherwise approved in writing by the Bondholder, and (vi) Liens in favor of the Bondholder, as provider of the Letter of Credit, until the Letter of Credit is returned after the Closing Date.

“Permitted Investments” means any of the following:

- (i) Government Obligations;
- (ii) Federal Agency Obligations;
- (iii) Exempt Obligations;
- (iv) uncollateralized certificates of deposit that are fully insured by the Federal Deposit Insurance Corporation and issued by a banking organization authorized to do business in the State;
- (v) collateralized certificates of deposit that are (a) issued by a banking organization authorized to do business in the State that has an equity capital of not less than \$125,000,000, whose unsecured senior debt, or debt obligations fully secured by a letter of credit, contract, agreement or surety bond issued by it, are rated by at least one nationally recognized rating organization in at least the second highest rating category, and (b) fully collateralized by Permitted Collateral;
- (vi) commercial paper issued by a domestic corporation rated in the highest short term rating category by at least one nationally recognized rating organization and having maturities not longer than two hundred seventy (270) days from the date of purchase;
- (vii) bankers’ acceptances issued by a bank rated in the highest short term rating category by at least one nationally recognized rating organization and having maturities not longer than three hundred sixty five (365) days from the date they are purchased;
- (viii) Investment Agreements that are fully collateralized by Permitted Collateral; and
- (ix) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, whose objective is to maintain a constant share value of \$1.00 per share and that is rated in the highest short term rating category by at least one nationally recognized rating organization.

“Person” or “Persons” means an individual, partnership, limited liability partnership, corporation, limited liability company, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

“Prior Bonds” means the Dutchess County Industrial Development Agency \$20,000,000 Variable Rate Demand Civic Facility Revenue Bonds, Series 2000-A (Marist College Civic Facility).

“Prime Rate” means the rate of interest per annum equal to the rate of interest per annum from time to time announced by the Wall Street Journal as the prime rate, or in the event that the Prime Rate cannot be established in such a manner, the rate of interest per annum equal to the rate of interest per annum from time to time announced by the Bank as its prime rate (which is not intended to be the lowest rate of interest charged by the Bank in connection with the extension of credit to its customers). Each change in the Prime Rate shall take effect at the time of such change in such prime rate.

“Prior Trustee” means The Bank of New York Mellon formerly known as The Bank of New York, as trustee for the Prior Bonds.

“Project” or “Series 2016 Project” has the meaning assigned thereto in the first recital paragraph.

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

“Purchase Price” means an amount equal to the redemption price, if such Bonds were being optionally redeemed on the date such Bonds are being so purchased, plus accrued interest thereon to the date of purchase.

“Qualified Financial Institution” means any of the following entities that has an equity capital of at least \$125,000,000 or whose obligations are unconditionally guaranteed by an affiliate or parent having an equity capital of at least \$125,000,000:

(i) a securities dealer, the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation, and (a) that is on the Federal Reserve Bank of New York list of primary government securities dealers and (b) whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one nationally recognized rating organization no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one nationally recognized rating organization no lower than in the highest rating category for such short term debt; *provided, however*, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any nationally recognized rating organization;

(ii) a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic

branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the Laws of any state or territory of the United States of America, a savings bank, a savings and loan association, an insurance company or association chartered or organized under the Laws of the United States of America, any state of the United States of America or any foreign nation, whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one nationally recognized rating organization no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one nationally recognized rating organization no lower than in the highest rating category for such short term debt; *provided, however*, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any nationally recognized rating organization;

(iii) a corporation affiliated with or which is a subsidiary of any entity described in (i) or (ii) above or which is affiliated with or a subsidiary of a corporation which controls or wholly owns any such entity, whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one nationally recognized rating organization no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one Rating Service no lower than in the highest rating category for such short term debt; *provided, however*, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any nationally recognized rating organization;

(iv) the Government National Mortgage Association or any successor thereto, the Federal National Mortgage Association or any successor thereto, or any other federal agency or instrumentality approved by the Issuer; or

(v) a corporation whose obligations, including any investments of any money held hereunder purchased from such corporation, are insured by an insurer that meets the applicable rating requirements set forth above.

“Qualified Institutional Buyer” has the meaning set forth in Rule 144A of the Securities Act of 1933.

“Rebate Amount” means, with respect to any Bond, the amount computed as described in of the Tax Regulatory Agreement.

“Record Date” means, with respect to any Debt Service Payment Date, the date (whether or not a Business Day) ten (10) days next preceding such Debt Service Payment Date.

“Resolution” means the Issuer’s “Marist College Bond Resolution” duly adopted by the Issuer on February 16, 2016, authorizing the issuance, execution, sale and delivery of the Bonds and the execution and delivery of this Bond Purchase and Loan Agreement, as such resolution may be amended or supplemented from time to time.

“Risk-Based Capital Guidelines” means (i) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the

corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement.

“S&P” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College (other than Moody’s and Fitch).

“Senior Debt Rating” means the senior unsecured non-credit-enhanced debt rating of the College as determined by S&P, Fitch and/or Moody’s from time to time.

“Series 2008 Bonds” means the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2008 (Marist College Civic Facility).

“Series 2012 Bonds” means the Dutchess County Local Development Corporation Revenue Bonds, Series 2012-A (Marist College Project).

“Series 2013A Bonds” means the Dutchess County Local Development Corporation Revenue Bonds, Series 2013-A (Marist College Project).

“Series 2013B Bonds” means, collectively, the Dutchess County Local Development Corporation Revenue Bonds, Series 2013B-1, Series 2013B-2 and Series 2013B-3 (Marist College Project).

“Series 2015 Bonds” means, the Dutchess County Local Development Corporation Revenue Bonds, Series 2015A (Marist College Project).

“Series 2016 Bonds” means, the Issuer’s Revenue Refunding Bonds, Series 2016 (Marist College Project), in the aggregate principal amount of \$13,560,000.

“State” means the State of New York.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the College.

“Taxable Rate” means the rate of interest which shall be applicable upon an “Event of Taxability.” The interest rate on the Bonds will be reset to a taxable interest rate (retroactively), and the College will pay to the Holder the difference between the tax-exempt rate paid and the taxable rate, as well as any and all interest and penalties assessed.

“Tax Regulatory Agreement” means the Tax Regulatory Agreement, dated April 1, 2016 and executed by an Authorized Officer of the Issuer and the College, including the appendices, schedules and exhibits thereto, executed in connection with the issuance of the Bonds in which the Issuer and the College make representations and agreements as to arbitrage compliance with the provisions of Section 141 through 150, inclusive, of the Code, or any similar certificate, agreement or other instrument made, executed and delivered in lieu of said certificate, in each case as the same may be amended or supplemented from time to time in accordance with the terms thereof and with the terms of the Bond Purchase and Loan Agreement.

“Temporary Restricted Liquid Assets” means on any date, the total amount of all money and permitted investments belonging to the College or any Subsidiary that is required to be classified as temporarily restricted, as determined in accordance with GAAP consistently applied, excluding any thereof held by the College or such Subsidiary for capital purposes.

“Unrestricted Liquid Assets” means on any date, the total amount of all money and permitted investments belonging to the College or any Subsidiary, less the portion thereof that is required to be classified as temporarily or permanently restricted, determined in each case in accordance with GAAP consistently applied.

“Unrestricted Operating Revenues” means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources as displayed or included in the College’s audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any realized gains on the sale of investments or interest exchange agreements and (iv) any unrealized gains/appreciation on the carrying value of investments or interest exchange agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Bond Purchase and Loan Agreement refer to this Bond Purchase and Loan Agreement.

1.02. Parties to Benefit. This Bond Purchase and Loan Agreement is executed in connection with the issuance of the Bonds by the Issuer. Except as otherwise expressly provided herein, nothing herein, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Issuer, the College and the Bondholder, any right, remedy or claim, legal or equitable, hereunder or by reason hereof or of any provision hereof, all the provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the College and the Bondholder.

ARTICLE II
CLOSING OF LOAN; PURCHASE AND SALE OF BONDS; PLEDGE OF PAYMENTS

2.01. Closing Date. The Bondholder agrees, subject to the terms and conditions of this Bond Purchase and Loan Agreement, to purchase the Series 2016 Bonds from the Issuer on the Closing Date, in the amount of \$13,560,000 in immediately available funds. The Issuer agrees to lend the proceeds of the sale of the Bonds to the College in accordance with the terms of this Bond Purchase and Loan Agreement. The College agrees, that subject to the terms and conditions of this Bond Purchase and Loan Agreement, it is borrowing the proceeds of the sale of the Bonds from the Issuer and will repay such loan in accordance with the terms of this Bond Purchase and Loan Agreement.

2.02. Conditions Precedent to Closing.

(a) The Issuer's obligation to deliver the Bonds, accept payment therefore and loan the proceeds thereof to the College is conditioned upon the purchase of the Bonds by the Bondholder in accordance herewith on the Closing Date and upon delivery to the Issuer of the approving opinion of Bond Counsel and is subject to the further condition that all documents, certificates, opinions and other items delivered on the Closing Date shall be reasonably satisfactory in form and substance to the Bondholder, to the Bondholder's counsel, to the Issuer and to Bond Counsel.

(b) The obligation of the Bondholder to purchase the Bonds shall be subject to the satisfaction of the following conditions precedent and receipt of the documents, certificates and other items set forth below, in form and substance satisfactory to the Bondholder and its counsel:

(i) The executed original Bond in the form set forth in Exhibit A hereto. The Bond shall not be rated, shall not have a CUSIP and shall be registered in the name of the Bondholder.

(ii) Certificates or other evidence as to (1) the due organization and existence of the Issuer and the College; (2) the due authorization, execution and delivery of this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement by the Issuer and the College; (3) the absence of litigation involving the Issuer, the College or the Bondholder that might reasonably be expected to materially affect the transactions contemplated hereby; (4) the existence of all required consents to this Bond Purchase and Loan Agreement and the absence of any Event of Default or any event which, with the giving of notice or the passage of time or both, would be an Event of Default with respect hereto; (5) the truth and accuracy of all representations and warranties contained in this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement; and (6) the payment of all fees and expenses of the Issuer, the Bondholder, counsel to the Bondholder, and Bond Counsel.

(iii) Delivery of a certified copy of the Resolution; proof of due corporate action by the Issuer and the College; and executed duplicate originals of this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement.

(iv) A completed and executed Form 8038 or evidence of filing thereof with the Secretary of Treasury.

(v) Evidence that the issuance of the Bonds for the purpose of financing the Project has been approved by the Applicable Elected Representative after a public hearing held upon reasonable notice.

(vi) An opinion of counsel to the Issuer.

(vii) An opinion of counsel to the College complying with Section 2.03 hereof.

(viii) An opinion of Bond Counsel as to the due existence and authority of the Issuer, the valid issuance of the Bonds, and the excludability from gross income of the interest payable on the Bonds.

(ix) Such additional certificates, instruments or other documents as the Issuer, the Bondholder or Bond Counsel may reasonably require.

2.03. Opinion of College Counsel. At or prior to the delivery of the Bonds there shall be delivered to the Issuer and the Bondholder an opinion or opinions of counsel to the College, in form and substance satisfactory to the Issuer and the Bondholder, addressed to the Issuer and the Bondholder to the following effect:

(i) the College is an education corporation duly incorporated, validly existing and in good standing under the Laws of the State with power and authority to own its properties and conduct its affairs as described herein;

(ii) the College has requisite corporate power and authority to execute, make, deliver and perform this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement and this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement have been duly authorized, executed, made and delivered by the College, and each is a legal, valid and binding obligation of the College enforceable against the College in accordance with its terms, except as enforcement may be limited by, among other things: (i) bankruptcy, insolvency, reorganization, moratorium or other Laws relating to the enforcement of creditors' rights generally, (ii) general principles of equity, or (iii) the availability of any particular remedy; provided, however, no opinion will be given to the extent that a provision in this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement (a) purports to waive any rights of a debtor which may not lawfully be waived, (b) makes provision for non-judicial or "self-help" remedies or (c) purports to waive defenses which debtors are not legally entitled to waive;

(iii) the authorization, execution and delivery by the College of this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement by the College, the consummation of the transactions therein contemplated and the performance of and compliance with the provisions thereof do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, (i) the College's Organizational Documents in effect on the date of such opinion, (ii) any indenture or mortgage, or any other commitments or agreements of which counsel has knowledge

(after reasonable investigation), to which the College is a party or by which it or any of its properties are bound (collectively, the “**Material Agreements**”), or (iii) any existing law, rule, regulation, or any judgment, order or decree known to such counsel (after reasonable investigation) of any governmental instrumentality or court having jurisdiction over the College or any of its properties;

(iv) to the best of such counsel’s knowledge, after reasonable inquiry, the College has complied with all material conditions and covenants of each Material Agreement, and no “event of default,” nor any occurrence which but for the passage of time or the giving of notice or both would be an “event of default,” has occurred under any of the Material Agreements;

(v) all authorizations, consents, approvals and orders of, or notices to, any court or public regulatory body of the State or the United States required on the part of the College with respect to the transactions contemplated by this Bond Purchase and Loan Agreement have been obtained or given, as applicable, by the College prior to the time required by any such court or regulatory body;

(vi) the College is an organization described in Section 501(c)(3) of the Code or corresponding provisions of prior law and has received a letter or other notification from the Internal Revenue Service to that effect (the “**Determination Letter**”), which letter or other notification has not been modified, limited or revoked, is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification and such counsel has been informed (after reasonable investigation) that the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist and the College is exempt from federal income under Section 501(a) of the Code, except for payment of unrelated business income tax;

(vii) the College is an organization organized and operating, (1) exclusively for educational or charitable purposes, (2) not for pecuniary profit, and (3) no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended;

(viii) to the best of such counsel’s knowledge, after due inquiry, the College is in full compliance with the material terms, conditions and limitations of the Determination Letter, has not taken or failed to take any action (including the failure to file any report or documents with the Service) that would jeopardize its status as an organization described in Section 501(c)(3) of the Code and the College is not a “private foundation” as defined in Section 509(a) of the Code;

(ix) to the best of such counsel’s knowledge, after due inquiry, the College has always operated in substantial conformity with the purposes set forth in its Organizational Documents, as amended from time to time;

(x) the consummation of the transactions described in the documents executed and to be executed by the College in connection with the transactions described herein, including but not limited to the Bond Purchase and Loan Agreement and the Tax Regulatory Agreement of the College will not impair the status of the College as an organization described in Section 501(c)(3) of the Code and exempt from tax under Section 501(a) of the Code and the acquisition, construction and operation of the Facility by the College will be in furtherance of the exempt purposes of the College set forth in the charter of the College, the purposes set forth in Section 501(c)(3) of the Code and the terms and conditions of the Determination Letter;

(xi) use of the Facility in the manner described in the documents executed and to be executed by the College in connection with the transactions described herein, including but not limited to this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement of the College, will not constitute use in any unrelated trade or business within the meaning of Section 513 of the Code; and

(xii) to the best of such counsel's knowledge, after reasonable investigation, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened to challenge the Issuer or ability of the College to continue to operate its facilities or to challenge its title to its properties or that would otherwise limit, restrain or enjoin the ability of the College to carry out the transactions contemplated in this Bond Purchase and Loan Agreement except as disclosed in this Bond Purchase and Loan Agreement.

2.04. Assignment and Pledge of Payments.

The Issuer hereby assigns, pledges and grants to the Bondholder upon the terms hereof (a) all Payments to be received from the College and (b) all rights to receive and collect such Payments and the proceeds of such rights.

2.05. Consent to Pledge and Assignment.

The College consents to and authorizes the assignment, transfer and pledge by the Issuer to the Bondholder of the Payments as set forth in Section 2.04 hereof.

ARTICLE III TERMS AND PROVISIONS OF THE BONDS

3.01. Terms.

(a) *Maturity.* Interest on the Bonds shall be payable monthly on each Debt Service Payment Date. Principal on the Bonds shall be payable annually commencing on July 1, 2016 as more particularly set forth on the Repayment Schedule attached hereto as Exhibit C and made a part herein. Principal shall be payable at the office of the Bondholder at 555 Hudson Valley Avenue, New Windsor, New York 12553 or at such other address as Bondholder may designate in writing to the College and the Issuer. All outstanding principal and interest on the Series 2016 Bonds will be due and payable on July 1, 2031, subject to Section 3.04 hereof.

(b) *Interest.* The Bonds shall be issued in the Bank Purchase Interest Rate Mode from the Closing Date up to and including July 1, 2031. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed on the outstanding principal amount of the Bonds determined at the close of each day.

(c) *Notice.* The Bondholder will endeavor to send a notice to the College stating the amount of the Debt Service Payment due on the next succeeding Debt Service Payment Date at least five (5) Business Days prior to such Debt Service Payment Date; provided that the failure to furnish such notice shall not excuse non-payment of the amounts payable hereunder at the time and in the manner provided hereby.

3.02. Late Payment and Involuntary Rate.

(a) If any payment is not made to the Bondholder is not paid when it is due, the College, shall pay to the Bondholder, upon demand, an amount equal to the Default Rate of such unpaid payment.

(b) Upon the occurrence of an Event of Default, as defined in Section 8.01 hereof, the principal and accrued interest on the Bonds may be declared to be forthwith due and payable by the Bondholder in accordance with Section 8.02 hereof, and interest shall accrue on the Bonds and on any other amount due to the Bondholder hereunder at the Involuntary Rate.

3.03. Reserved.

3.04. Redemption.

(a) The Bonds shall be subject to redemption prior to the respective maturities thereof on the terms and at the prices set forth in subsections (b) and (c) of this Section 3.04.

(b) The Bonds are subject to redemption by the Issuer, at the option and written direction of the College, in whole or in part at any time, on thirty (30) days prior written notice to the Bondholder and the Issuer at a redemption price equal to 100% of the principal amount of the Bonds to be prepaid plus interest accrued thereon to the redemption date, plus any amounts payable pursuant to Section 5.02(b) hereof. The College hereby agrees to indemnify the Bank, and hold the Bank harmless from any loss, damages, liability, or expense which the Bank may sustain or incur as a consequence of the making of a prepayment of the Bonds, whether by voluntary prepayment, acceleration or otherwise, on a day which is not the last day of an Interest Period with respect thereto. With respect to such Bonds, such indemnification shall equal the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid for the period from the date of such prepayment at the applicable rate of interest for such Bonds provided for herein over (ii) the amount of interest (as reasonably determined by the Bank) which would have accrued to the Bank on such amount by placing such amount on deposit for a comparable period with leading banks in the London interbank Eurodollar market. This covenant shall survive the termination of this Bond Purchase and Loan Agreement and the payment of the Bonds. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive pursuant to this Section 3.04(b) shall be delivered to the College and shall be conclusive absent manifest error. The College shall pay the fee as due to the Bank on the date of such redemption.

The College may direct such redemption only if it shall prepay the loan from the Issuer under this Bond Purchase and Loan Agreement in an amount equal to the amount of the redemption price described above, plus accrued and unpaid interest, and any amounts payable pursuant to Section 5.02(b) hereof.

(c) The Bonds are subject to mandatory redemption, without premium or penalty (except as set forth in this Section), in whole or in part, on any Debt Service Payment Date from (i) from proceeds of a condemnation or insurance award, which proceeds are not used to repair, restore or replace the Facility, or (ii) upon the sale of the Facility or any part of the Facility, in each case, at a redemption price equal to 100% of the principal amount of the Bonds to be prepaid plus interest accrued thereon to the redemption date plus any payments pursuant to Section 5.02(b) hereof.

3.05. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and deliver a new Bond of like maturity, interest rate and principal amount and bearing the same number as the mutilated, destroyed, lost or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicable holder shall furnish to the Issuer and the College (i) such indemnity as may be required by them to hold each of them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of such Bond and of the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto plus any other expenses, including reasonable counsel fees, of the Issuer or the College. In case any Bond that has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Issuer may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof, except in the case of a mutilated Bond) if the applicable holder shall furnish to the Issuer such indemnity as the Issuer may require to hold them harmless and evidence to the satisfaction of the Issuer of the mutilation, destruction, loss or theft of such Bond and of the ownership thereof. Any mutilated Bond shall be surrendered to the Issuer and shall be destroyed.

(b) Every Bond issued pursuant to the provisions of this Section 3.05 shall constitute an additional contractual obligation of the Issuer (whether or not the mutilated, destroyed, lost or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Bond Purchase and Loan Agreement equally and proportionately with any and all other Bonds duly issued under this Bond Purchase and Loan Agreement.

(c) The Bonds shall be held and owned upon the express condition that the provisions of this Section 3.05 are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond, and shall preclude all other rights or remedies, notwithstanding any law or statute existing or hereinafter enacted to the contrary.

3.06. Registration, Reissue or Transfer of Bonds; Assumption of Bond Purchase and Loan Agreement.

(a) So long as any Bond or Bonds remain Outstanding, the Issuer, as Bond Registrar, shall maintain and keep at the Issuer's office (or at the office of any successor Bond Registrar) books for the transfer and registration of the Bonds; and upon presentation thereof for such purpose at such office, the Issuer shall register or cause to be registered therein, and permit to be transferred thereon, only to Qualified Institutional Buyers, any Bond entitled to registration or transfer in accordance with the terms of this Bond Purchase and Loan Agreement and such Bond. So long as any Bond or Bonds remain Outstanding, the Issuer shall make all necessary provisions to permit the exchange of Bonds at the office of the Issuer. Each Bond shall be transferable only upon the books of the Issuer, which shall be kept for that purpose at the office of the Issuer (or any successor Bond Registrar) by the registered Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer in the form attached to the Bonds and duly executed by the registered Owner or his attorney duly authorized in writing. Upon receipt of a written request to transfer any such Bond and upon receipt of an unqualified assumption of all of the terms of this Bond Purchase and Loan Agreement which shall contain, without limitation, a certification from the transferee that such transferee is a Qualified Institutional Buyer and a reaffirmation by the transferee of the representations and warranties set forth in Section 7.02 hereof, the Issuer shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and rate of interest as the surrendered Bond.

(b) The Issuer and the Bondholder, or any successor Bond Registrar of the Issuer, may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for all purposes, and neither the Issuer nor the Bondholder nor any successor Bond Registrar of the Issuer shall be affected by any notice to the contrary. The term "Bond" or "Bonds" shall include a Bond or Bonds issued by the Issuer in exchange for or upon transfer of any Bond under this Section 3.06.

ARTICLE IV
BOND PROCEEDS AND ESTABLISHMENT OF FUNDS

4.01. Establishment of Funds. The following custodial funds are hereby established (or, with respect to the Arbitrage Rebate Fund, shall be established prior to any necessary deposits therein) with the Bondholder and shall be held in trust by the Bondholder, as custodian, and maintained and administered by the Bondholder on behalf of the Issuer for the benefit of the College and in the name of the College in accordance with this Bond Purchase and Loan Agreement:

1. Dutchess County Local Development Corporation Cost of Issuance Fund – Marist College (the "**Cost of Issuance Fund**").
2. Dutchess County Local Development Corporation Renewal Fund – Marist College (the "**Renewal Fund**").

3. Dutchess County Local Development Corporation Arbitrage Rebate Fund – Marist College (the “**Arbitrage Rebate Fund**”).

4.02. Disbursement and Application of Bond Proceeds; Deposits into Cost of Issuance Fund. The Bondholder shall deposit the Bond Proceeds in the following manner:

(a) \$218,884.03 shall be deposited in the Cost of Issuance Fund and disbursed by the Bondholder in accordance with Sections 4.03.

(b) \$13,341,115.97 shall be wired by the Bondholder directly to the Prior Trustee as partial reimbursement of principal to redeem the Prior Bonds in accordance with Section 4.03(a).

(c) \$453,884.03 shall be wired by the Prior Trustee to TD Bank, as letter-of-credit-provider as partial reimbursement of the remaining principal payment.

The amounts in the Renewal Fund shall be subject to a security interest, lien, set off (to the extent of any amounts owed to the Bondholder in accordance with the terms of this Bond Purchase and Loan Agreement) and charge in favor of the Bondholder until disbursed as provided herein.

4.03. Use of Money to redeem Prior Bonds and in the Cost of Issuance Fund. (a) The Bondholder is hereby authorized and directed by the College on the Closing Date, to transfer to the Prior Trustee the sum of \$13,341,115.97 to redeem in full the outstanding Prior Bonds.

(b) Upon receipt of a Requisition Form in the form attached hereto as Exhibit B, executed by the College, fully completed and with all supporting documents described therein attached thereto, the Bondholder shall disburse the moneys in the Cost of Issuance Fund to, or upon the order of, the College to pay the Costs of the Project. Upon receipt of such Requisition Form, an amount shall be disbursed to, or upon the order of, the College to pay to the person or entity entitled to payment as specified therein. After all costs of issuance are paid, any amounts remaining in the Cost of Issuance Fund shall be applied to the next Debt Service Payment.

4.04. Conditions Precedent to Making Disbursements.

(a) The obligations of the Bondholder to make the first disbursement to refund the Prior Bonds shall be subject to receipt by the Bondholder of evidence satisfactory to it of evidence that Bond Counsel shall have determined the refunding complies with the provisions of the Code.

(b) The obligations of the Bondholder to make the disbursement of Bond Proceeds for Costs of Issuance from the Costs of Issuance Fund shall be subject to receipt by the Bondholder of evidence satisfactory to the Bondholder of compliance with the following conditions precedent:

(i) The Bondholder shall have received in form and substance satisfactory to the Bondholder invoice(s) and/or bill(s) of sale relating to the Costs of Issuance and, if such invoices have been paid by the Issuer or the College, evidence of payment thereof.

(ii) The representations and warranties of the College contained in Article VII hereof and in the Tax Regulatory Agreement are correct on and as of the date of such disbursement as though made on and as of such date.

4.05. Payments into Arbitrage Rebate Fund; Application of Arbitrage Rebate Fund.

(a) The amounts in the Arbitrage Rebate Fund shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Bondholder.

(b) The Bondholder, upon the receipt of a certification of the Rebate Amount from an Authorized Officer of the College, together with a copy of the report of the arbitrage rebate analyst required in accordance with Section 7.14(d) hereof, and upon receipt of funds from the College in the amount of such Rebate Amount, shall deposit in the Arbitrage Rebate Fund within thirty (30) days after the end of each Bond Year such amount such that the amount held in the Arbitrage Rebate Fund after such deposit is equal to the Rebate Amount calculated as of the last day of such Bond Year. The Authorized Officer of the College shall give at least five (5) days' notice to the Bondholder (with a copy to the Issuer) to make such deposits.

(c) In the event that on the first day of any Bond Year the amount on deposit in the Arbitrage Rebate Fund exceeds the Rebate Amount, the Bondholder, upon the receipt of written instructions from an Authorized Officer of the College (with a copy to the Issuer), shall withdraw such excess amount as calculated by an Authorized Officer of the College and an Authorized Officer of the College shall direct the funds to be disbursed to the Bondholder for application to the next principal payment on the Bonds.

(d) The College, upon written directions to the Bondholder (with a copy to the Issuer) or the Issuer, shall pay to the Department of the Treasury of the United States (the "**Treasury Department**"), out of amounts in the Arbitrage Rebate Fund, (i) not later than thirty (30) days after the last day of the fifth (5th) Bond Year and of every fifth (5th) Bond Year thereafter, an amount such that, together with prior amounts paid to the Treasury Department, the total paid to the Treasury Department is equal to ninety percent (90%) of the Rebate Amount with respect to the Bonds as of the date of such payment, and (ii) not later than thirty (30) days after the date on which the Bonds have been paid in full, one hundred percent (100%) of the Rebate Amount as of the date of such payment. All such amounts referenced in this Section 4.05 shall be determined by an Authorized Officer of the College and shall be part of the written direction. Each such payment shall be filed with the Internal Revenue Service, Ogden Submission Processing Center, Ogden, Utah 84201 or such other location designated by the IRS, accompanied by a copy of the Form 8038-T prepared by the College and executed by the Issuer.

(e) All rebate calculations required pursuant to this Section 4.05 shall be prepared for the College by an arbitrage rebate analyst in accordance with Section 7.14(d) hereof. Copies of all calculations of the Rebate Amount in accordance herewith and with the Tax Regulatory

Agreement and all notices and certifications required under this Section 4.05 shall be sent to the Issuer by the College.

4.06. Investment of Monies.

(a) Monies held in any fund established pursuant to Section 4.01 hereof (excluding the Rebate Fund) shall be invested and reinvested by the Bondholder solely in Permitted Investments, pursuant to written direction by an Authorized Officer of the College with a copy to the Issuer, or pursuant to oral direction promptly confirmed in writing by such Authorized Officer of the College with a copy to the Issuer. Such investments shall mature in such amounts and have maturity dates or be subject to redemption at the option of the Bondholder on or prior to the date on which the amounts invested therein will be needed for the purposes of such fund. The Bondholder may at any time sell or otherwise reduce to cash a sufficient amount of such investments whenever the cash balance in such fund is insufficient for the purposes thereof. Any such investments shall be held by or under control of the Bondholder for the benefit of the College in accordance with Section 4.01 hereof, and shall be deemed at all times a part of the fund for which such monies are invested, and the interest accruing thereon and any profit realized from such investment shall be credited and held in, and any loss shall be charged to, the applicable fund. If Permitted Collateral is required to secure any Permitted Investment, then such Permitted Collateral shall have a market value, determined by the custodian of such collateral, but no less than weekly, at least equal to the amount deposited or invested including interest accrued thereon, and any such Permitted Collateral shall be deposited with and held by a custodian approved by the Bondholder and the Issuer and such Permitted Collateral shall be free and clear of claims of any other person. In calculating the amount in any fund or account held by the Bondholder, each Permitted Investment shall be valued at par or the market value thereof, plus interest, whichever is lower.

(b) The Bondholder may make any investment, at the direction of the College, permitted by this Section 4.06 through its own bond department. The College hereby acknowledges that no representation or warranty has been made by the Bondholder or the Issuer with respect to interest rates on, or the amount to be earned as a result of, any such investment. Neither the Issuer nor the Bondholder shall have any liability arising out of or in connection with the making of any investment authorized by the provisions hereof in the manner provided herein, or for any loss, direct or indirect, resulting from any such investment other than in its capacity as obligor under a Permitted Investment.

(c) Any investment herein authorized is subject to the condition that no use of the proceeds of any Bonds or of any other monies shall be made which, if such use had been reasonably expected on the date of issuance of such Bonds, would cause such Bonds to be "Arbitrage Bonds" within the meaning of such quoted term in Section 148 of the Code. The Bondholder shall not be liable if such use shall cause the Bonds to be "Arbitrage Bonds," provided only that the Bondholder shall have made such investment pursuant to the written direction or written confirmation by an Authorized Officer of the College as provided in this Section 4.06.

4.07. Accounts and Inspection. The Bondholder shall keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries

shall be made of its transactions relating to the Bonds, including copies of all invoices and requisitions submitted by the College. Such books and accounts, at reasonable hours on reasonable prior notice and subject to the reasonable rules and regulations of the Bondholder, shall be subject to the inspection of the College or the Issuer.

ARTICLE V
PAYMENT AND PREPAYMENT BY ISSUER

5.01. Payment of Principal, Interest and Premium. The Issuer shall pay, or cause to be paid by the College, the principal of, interest on and premium, if any, on the Bonds as provided in the Bonds and as provided herein and in Section 5.03 hereof.

5.02. Prepayment of Loan and Redemption of Bonds.

(a) Any partial or full prepayment of the loan shall effect a simultaneous partial or full redemption of the Bonds in accordance with Section 3.04 hereof.

(b) In addition to any amounts due in connection with the redemption of the Bonds as set forth in Section 3.04 hereof and in the Bonds, in the event of any redemption or prepayment of the Bonds for any reason (including any redemption or repurchase of the Bonds under Section 3.04 hereof, upon acceleration or otherwise), other than the mandatory scheduled repayment of principal in accordance with Section 3.01 hereof, the College shall pay an additional amount equal to the sum of all actual losses or reasonable actual out of pocket third party expenses suffered or incurred by the Bondholder as a result of the redemption or prepayment, including any expense incurred by reason of the termination of any interest rate protection agreement entered into by the Bondholder or the liquidation or reemployment of deposits or other funds acquired by the Bondholder to make or maintain its investment in the principal amount of the Bonds at the interest rate described in the Bonds.

5.03. Special Obligations.

(a) The Bonds are special obligations of the Issuer, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the Payments. The Issuer shall not be obligated to pay any amounts due under this Bond Purchase and Loan Agreement, including without limitation, the principal of, interest on and premium, if any, on the Bonds from any Property of the Issuer other than the Payments or other amounts paid by the College to the Issuer pursuant to Section 7.16 hereof for the purpose of making such payment. The Bonds are not and shall not be a debt of the State or any municipality of the State, and neither the State nor any such municipality shall be liable thereon. The Bondholder hereby acknowledges that the Issuer shall have no liability for any other charges payable pursuant to, or expenses or liabilities incurred with respect to, obligations under this Bond Purchase and Loan Agreement, which obligations shall be payable by the College to the Bondholder in accordance with the terms hereof.

(b) All payments made by or on behalf of the College to the Owner of the Bonds, or upon its order, with respect to Debt Service Payments pursuant hereto shall, to the extent of the sum or sums so paid, satisfy and discharge the liability of the Issuer for Debt Service Payments payable upon the Bonds pursuant to this Bond Purchase and Loan Agreement.

(c) All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Bond Purchase and Loan Agreement, the Tax Regulatory Agreement and the Bonds and in the other documents and instruments supplemental thereto (collectively, the “**Financing Documents**”), shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any member, director, officer, agent, servant or employee of the Issuer in his individual capacity, and no recourse under or upon any obligation, covenant or agreement in the Financing Documents contained or otherwise based upon or in respect of the Financing Documents, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Issuer or of any successor local development corporation or political subdivision or any person so executing the Financing Documents, it being expressly understood that the Financing Documents are solely special obligations, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Issuer or of any successor local development corporation or political subdivision or any person so executing the Financing Documents because of the indebtedness thereby authorized or under or by reason of the obligations, covenants or agreements contained in the Financing Documents or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, director, agent, servant or employee because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in the Financing Documents or implied therefrom, are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the Financing Documents and the issuance, execution, sale and delivery of the Bonds.

ARTICLE VI PROJECT AND PROJECT REQUIREMENTS

6.01. Project Financing and Refinancing.

(a) The Issuer agrees, upon satisfaction of the conditions to the issuance of the Bonds contained herein to be satisfied by the College, to sell, issue and deliver the Bonds to the Bondholder.

(b) Reserved.

(c) Reserved.

6.02. Completion of the Project. In the event that the net proceeds of the Bonds are not sufficient to pay in full the redemption of the Prior Bonds and the Costs of Issuance, the College agrees to pay, for the benefit of the Issuer and the Bondholder, all such sums as may be in excess of the net proceeds of the Bonds on the Closing Date to accomplish the redemption in full of the Prior Bonds and the payment of the Costs of Issuance.

6.03. Reserved.

6.04. Maintenance, Repair and Replacement. The College agrees that, throughout the term hereof, it shall, at its own expense, hold, operate and maintain the Facility in a careful,

prudent and economical manner, and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, reasonable wear and tear excepted, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the Facility may be properly and advantageously conducted.

The College further agrees that it shall pay at its own expense all ordinary and extraordinary costs of maintaining, repairing and replacing the Facility except insofar as funds are made available therefor from proceeds of insurance, condemnation or eminent domain awards.

6.05. Government Requirements. The College shall comply with (i) all Governmental Requirements with respect to the Facility, or any part thereof, and the construction, operation, maintenance, repair and replacement thereof which, if not complied with, could adversely affect the College, its operations or financial condition or the Facility in any material respect and (ii) any requirement of an insurance company writing insurance thereon irrespective of the nature of the work required to be done, extraordinary as well as ordinary and foreseen as well as unforeseen. Anything contained in this Section 6.05 to the contrary notwithstanding, the College shall have the right to contest the validity of any Governmental Requirement or the application thereof at the College's sole cost and expense. During such contest, compliance with any such contested Governmental Requirement may be deferred by the College, provided that prior to commencing any action or proceeding, administrative or judicial, contesting such Governmental Requirement the College shall notify the Issuer and the Bondholder of the College's intention to contest such Governmental Requirement and, if the Bondholder or the Issuer requests, shall furnish to the Issuer or the Bondholder, as applicable, a surety bond, money or other security, reasonably satisfactory to the Issuer or the Bondholder, as applicable, securing compliance with the contested Governmental Requirement and payment of all interest, penalties, fines, fees and expenses resulting from or in connection with such contest or the failure of the College to comply with the contested Governmental Requirement. Any such action or proceeding instituted by the College shall be commenced as soon as is reasonably possible after the assertion of the applicability to the Property of the College or any part thereof of the contested Governmental Requirement by a governmental authority, and shall be prosecuted to final adjudication or other final disposition with reasonable dispatch. Notwithstanding the furnishing of any bond, deposit or other security, the College promptly shall comply with any such Governmental Requirement and compliance shall not be deferred if at the time any Property of the College, or any part thereof, to which such contested Governmental Requirement relates, would in the reasonable judgment of the Bondholder be in substantial danger by reason of the College's noncompliance with such Governmental Requirement of being sold, attached, forfeited, foreclosed, transferred, conveyed, assigned or otherwise subjected to any proceeding, equitable remedy, Lien, charge, fee or penalty that would materially impair the ability of (i) the Issuer to fulfill the terms of any covenants or perform any of its Obligations hereunder; or (ii) the College to fulfill the terms of any covenants or perform any of its Obligations hereunder.

6.06. Warranty of Title; Utilities and Access.

(a) The College hereby warrants, represents and covenants to the Issuer and the Bondholder that (i) it has good and marketable title to or a leasehold interest in the Land and title to the Improvements and Equipment, free and clear of all Liens, except Permitted

Encumbrances, so as to permit it to have quiet enjoyment and use thereof for the purposes hereof and the College's programs and (ii) the College has such rights of way, easements or other rights in land as may be reasonably necessary for ingress and egress to and from its real Property for proper operation and utilization of the Facility and for utilities required to serve the Facility, together with such rights of way, easements or other rights in, to and over land as may be necessary for construction, use and operation by the College of the Facility.

(b) The College warrants, represents and covenants that its Property (i) is and will be serviced by all necessary utilities (including, to the extent applicable, without limitation, electricity, gas, water, sewer, steam, heating, air-conditioning and ventilation) and (ii) to the extent applicable, has and will have its own separate and independent means of access, apart from any other property owned by the College or others; provided, however, that such access may be through common roads or walks owned by the College used also for other parcels owned by the College.

ARTICLE VII REPRESENTATIONS AND COVENANTS; FINANCIAL OBLIGATIONS

7.01. Representations and Covenants by Issuer. The Issuer represents and warrants to the Bondholder and the College as follows:

(i) The Issuer is a local development corporation, duly created and established and validly existing pursuant to the Act.

(ii) The Issuer has all requisite legal right, power and authority to: (A) adopt the Resolution and perform its obligations thereunder, (B) execute and deliver this Bond Purchase and Loan Agreement and perform its obligations under this Bond Purchase and Loan Agreement, (C) execute, issue, sell and deliver the Bonds, and (D) consummate the transactions to which the Issuer is or is to be a party as contemplated by the Resolution, this Bond Purchase and Loan Agreement and the Bonds.

(iii) The Issuer has duly authorized by all necessary actions: (A) the adoption of the Resolution and performance of its obligations thereunder, (B) the execution and delivery of this Bond Purchase and Loan Agreement and performance of its obligations under this Bond Purchase and Loan Agreement, (C) the execution, issuance, sale and delivery of the Bonds and (D) the consummation of the transactions to which the Issuer is or is to be a party as contemplated by the Resolution, this Bond Purchase and Loan Agreement and the Bonds and such authorized acts do not and will not in any material respect conflict with, or constitute on the part of the Issuer a breach of or default under, any agreement or other instrument to which the Issuer is a party or any existing law, administrative regulation, judgment, order, decree or ruling by which the Issuer is bound or to which it is subject.

(iv) The Resolution constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; this Bond Purchase and Loan Agreement, when duly executed and delivered, will constitute a legal, valid and binding special obligation of the Issuer enforceable in accordance with its terms; and the Bonds, when

delivered to and paid for by the Bondholder on the Closing Date in accordance with the provisions hereof, will constitute legal, valid and binding special obligations of the Issuer, enforceable in accordance with their terms and in conformity with, and entitled to the benefits of the provisions of, the Act, the Resolution and the Bond Purchase and Loan Agreement.

(v) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with the execution, issuance, delivery or sale of the Bonds under the Resolution and this Bond Purchase and Loan Agreement have been duly obtained and are in full force and effect, except for such approvals, consents and other actions as may be required under the blue sky or other securities Laws of any state or other jurisdiction of the United States in connection with the offering and sale of the Bonds.

(vi) The Issuer is not now in default under, and the adoption of the Resolution and the execution and delivery of this Bond Purchase and Loan Agreement and the Bonds will not conflict with or constitute a breach of, any agreement or other instrument to which it is a party or any existing administrative regulation, judgment, order, decree, ruling or other law by which it is bound or subject, which breach or default is material to the transactions contemplated hereby and by the Resolution, the Bond Purchase and Loan Agreement and the Bonds; and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute, under any such instrument or law, such a breach or default material to such transactions.

(vii) No action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency or body, is pending or, to the best knowledge of the Issuer, overtly threatened against or affecting the Issuer to restrain or enjoin the execution, issuance, sale or delivery of the Bonds or the proceedings or authority under which the Bonds are to be issued, or contesting the legal existence of the Issuer, the title of any of its members or officers to their respective offices or, wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (A) the transactions contemplated hereby and by the Resolution and the Bonds, (B) the validity of the Resolution, this Bond Purchase and Loan Agreement, the Bonds or any agreement or instrument to which the Issuer is a party and which is used or is contemplated for use in the consummation of the transactions contemplated hereby and by the Resolution and the Bonds, or (C) the exemption of the Bonds from taxation as set forth in the approving opinion of Bond Counsel.

7.02. Representations and Covenants by Bondholder. The Bondholder hereby agrees with and represents to the Issuer that:

(i) The Bondholder is a national banking association, duly authorized and validly existing under the Laws of the United States of America.

(ii) The Bondholder has duly authorized the execution, delivery and performance of this Bond Purchase and Loan Agreement. This Bond Purchase and Loan Agreement, when executed and delivered by the Bondholder, shall constitute a legal, valid and binding obligation of the Bondholder enforceable in accordance with its terms.

(iii) The Bondholder is a Qualified Institutional Buyer and is purchasing the Bonds for its own account or for the account of an affiliate or a related entity and not for the account of others other than an affiliate or a related entity and without a present view to, or for, resale or redistribution to other Persons; however, the Bondholder shall have the right to resell the Bonds to another Qualified Institutional Buyer in accordance with the applicable rules and regulations of the Securities and Exchange Commission.

(iv) The Bondholder has not offered the Bonds for resale and presently has no arrangement, written or oral, with any Person for the distribution, transfer or resale of the Bonds other than to an affiliate or a related entity, and, in the event of any such transfer or resale to any other Qualified Institutional Buyer, the Bondholder will comply in all respects with the securities Laws of the United States, the State and any other state of the United States (including the District of Columbia), to the extent then applicable, and in that regard will make or cause to be made to any prospective purchaser or transferee such disclosures with respect to the affairs and condition, financial or otherwise, of the College and the Issuer as may be then required or reasonably appropriate under the circumstances.

(v) The Bondholder has had an opportunity to make such investigations and has had access to such information concerning the affairs and condition, financial or otherwise, of the Issuer and the College in connection with and as a basis for the purchase of the Bonds as the Bondholder deems necessary under the circumstances, and in that connection, the Bondholder acknowledges that neither the Issuer nor Bond Counsel has made any investigation or inquiry with respect to the affairs and condition, financial or otherwise, of the College except, with respect to Bond Counsel, to the extent necessary to render its opinion; and that neither the Issuer nor Bond Counsel has made or does make any representation to the Bondholder with respect to the adequacy, sufficiency or accuracy of any financial statements or other information provided to the Bondholder with respect to the ability of the College to pay the Bonds or fulfill its other Obligations with respect to the transactions contemplated in connection therewith; and that Bond Counsel has not made any investigation or inquiry with respect to the affairs and condition, financial or otherwise, of the Issuer except to the extent necessary to render its opinion.

(vi) The Bondholder has determined that it does not require a private placement memorandum or other disclosure document in connection with the sale of the Bonds by the Issuer to the Bondholder in accordance with this Bond Purchase and Loan Agreement.

7.03. Representations and Covenants by College. The College represents and covenants to the Bondholder and the Issuer:

(i) The College (i) is an education corporation duly organized, validly existing and in good standing under the Laws of the State, (ii) it is an Exempt Organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, and is not a “private foundation,” as such term is defined under Section 509(a) of the Code, (iii) it has received a letter or other notification from the Internal Revenue Service to that effect, (iv) such letter or other notification has not been modified, limited or revoked, (v) it is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification, (vi) the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist, and (vii) it is exempt from federal income taxes under Section 501(a) of the Code except for unrelated business income subject to the taxation under Section 511 of the Code.

(ii) The College covenants that (a) it shall not perform any act or enter into any agreement which shall adversely affect such federal income tax status and shall conduct its operations in the manner which will conform to the standards necessary to qualify the College as an organization within the meaning of Section 501(c)(3) of the Code or any successor provision of federal income tax law, and (b) it shall not perform any act, enter into any agreement or use or permit the Facility to be used in any manner, or for any trade or business or other non-exempt use unrelated to the purposes of the College, which could adversely affect the exclusion of interest on the Bonds from federal gross income pursuant to Section 103 of the Code.

(iii) The College has full legal right, power and authority to execute, deliver and perform its Obligations hereunder and under any other documents contemplated hereby (collectively, the “**College Documents**”) and to incur the indebtedness hereunder in the manner and to the extent provided herein.

(iv) The College has duly authorized the execution, delivery and performance of each of the College Documents. The College Documents, when executed and delivered by the College, shall constitute legal, valid and binding obligations of the College enforceable in accordance with their respective terms.

(v) There is no action, suit, proceeding or investigation at law or in equity pending or, to the knowledge of the College, threatened in any court or before any administrative body, either state or federal, calling into question the creation, organization or existence of the College, the College’s right or authority to exercise any of its powers, the validity of the College Documents or the Issuer of the College to execute, deliver or perform any of the College Documents, or any other matter wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of any of the College Documents.

(vi) The College has not taken or omitted to take and will not take or omit to take any action which will in any way result in the Bond Proceeds being applied in a manner other than as described herein.

(vii) The College will take all action and do all things that it is authorized by law to take and do in order to perform and observe all covenants and agreements on its part to be performed and observed under the College Documents.

(viii) The College will execute, acknowledge, when appropriate, and deliver from time to time at the request of the Bondholder such instruments and documents as, in the reasonable opinion of the Bondholder, are necessary or desirable to carry out the intent and purpose of this Bond Purchase and Loan Agreement.

(ix) The College repeats, confirms and incorporates by reference herein, with the same effect as if set forth herein in full, all the representations and covenants made by it in the Tax Regulatory Agreement, each of which is true and accurate in all material respects.

(x) The College is not currently in breach of, and neither the execution and delivery of the College Documents and all other documents contemplated thereby nor the issuance, execution and delivery of the Bonds nor the consummation of the transactions contemplated by the College Documents and all other documents contemplated thereby nor the fulfillment of or compliance with the provisions of the Bonds or any of the other College Documents and all other documents contemplated thereby will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, of any other law or ordinance of the State or any political subdivision thereof, of the Organizational Documents, as amended, of the College or of any corporate restriction or any agreement or instrument to which the College is a party or by which it or its Property is bound.

(xi) The College, whenever requested by the Issuer or the Bondholder, shall provide and certify or cause to be provided and certified: (i) such information concerning its finances and other related topics and agree whenever requested by Issuer to provide and certify or cause to be provided and certified such information concerning the College its finances, operations, employment and affairs necessary to enable the Issuer to make any report required by law, governmental regulation including, without limitation, any reports required by the Act or the Public Authorities Accountability Act of 2005, or the Public Authorities Reform Act of 2009, as amended from time to time, or any of the Issuer Documents or College Documents, or any other reports required by the New York State Authority Budget Office or the Office of the State Comptroller, and submit such information within thirty (30) days following written request from the Issuer; and (ii) such additional information as the Issuer from time to time reasonably considers necessary or desirable to enable it to make any reports or obtain any approvals required by law, governmental regulation or the Resolution in order to issue the Bonds or to effect any of the transactions contemplated hereby or by the Resolution.

(xii) The College has delivered to the Bondholder audited consolidated financial statements of the College as at and for the most recently audited Fiscal Year then ended, audited by Grant Thornton LLP or any other independent public accountants of nationally recognized standing acceptable to the Bondholder (the “**Submitted Financial Statements**”). Such Submitted Financial Statements are true and correct, have

been prepared in accordance with generally accepted accounting principles (except as identified in the footnotes to the audited financial statements), consistently applied, and fairly present the financial condition, results of operations and cash flows of the College at such date and for such period on a consolidated basis. Since the date of the Submitted Financial Statements, there has been no material adverse change in the business, properties, condition (financial or otherwise) or operations, present or prospective, of the College nor any increase in its Indebtedness which has not been disclosed to the Bondholder in writing. No fact is known to the College which materially and adversely affects or in the future could reasonably be expected to (so far as it can reasonably foresee) materially and adversely affect the business, assets or liabilities, financial condition, results of operations or business prospects of the College which has not been set forth in such Submitted Financial Statements. There are no outstanding or unpaid judgments in excess of \$1,000,000 against the College or any Subsidiary thereof. Except as previously disclosed in writing to the Bondholder, the College has not incurred any Material Debt since the date of the Submitted Financial Statements.

(xiii) The College (i) is duly authorized and licensed to operate its business under the laws, rulings, regulations and ordinances of the United States of America, the State and the departments, agencies and political subdivisions thereof, and (ii) has obtained all requisite approvals of the State, of federal, regional and local governmental bodies or other third Persons required to be obtained for the operation of, its respective business and the execution, delivery and performance of this Agreement and the College Documents to which it is a party. The College is not in violation of any applicable federal, state and local zoning, subdivision, environmental, pollution control, educational or other laws, rules, regulations, codes and ordinances which violation would not, in the aggregate, have a Material Adverse Effect on the financial condition or operations of the College or the validity or enforceability against the College of this Agreement or any of the College Documents to which it is a party.

(xiv) Other than Permitted Encumbrances the College and its Subsidiaries have good and marketable title to their respective real properties (other than properties which they lease) and good title to all of their other property and assets (other than properties and assets disposed of in the ordinary course of business), subject to no lien of any kind, except those Liens specifically permitted under this Agreement.

(xv) The College's Obligations under this Agreement and the Bonds are absolute and unconditional unsecured obligations of the College on parity with all of the College's unsecured, general obligations and the Parity Debt.

(xvi) The College is chartered by the New York State Department of Education.

(xvii) The primary direct or indirect business of the College and its Subsidiaries is post-secondary education or higher education related business.

(xviii) The College is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its respective business and the ownership of its

respective property except such noncompliances as would not, in the aggregate, materially and adversely affect the financial condition or operations of the College, or the validity or enforceability against the College of this Agreement or against the College of any of the College Documents to which it is a party.

(xix) Each Plan is in compliance in all material respects with ERISA and the Code; no Reportable Event has occurred with respect to any Plan; no Plan is insolvent or in reorganization; no Plan has an Unfunded Current Liability; and no Plan has an accumulated or waived funding deficiency or permitted decreases in its funding standard within the meaning of Section 412 of the Code; neither the College nor any Subsidiary of the College nor any ERISA Affiliate has incurred any material liability to or on account of a Plan pursuant to Section 409, 502(i), 502(1), 515, 4062, 4063, 4064, 4068, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code or expects to incur any liability under any of the foregoing Sections with respect to any Plan; no proceedings have been instituted to terminate any Plan; no condition exists which presents a material risk to the College or any Subsidiary of the College or any ERISA Affiliate of incurring a liability to or on account of a Plan pursuant to the foregoing provisions of ERISA and the Code; no lien imposed under the Code or ERISA on the assets of the College or any subsidiary of the College or any ERISA Affiliate exists or is likely to arise on account of any Plan; and the College and its Subsidiaries may terminate contributions to any other employee benefit plans maintained by them without incurring any material liability to any person interested therein.

(xx) Except as described in writing to the Bondholder and the Issuer as set forth in Schedule A attached hereto, (i) the existing facilities of the College and its Subsidiaries and any other properties now owned or leased by the College and its Subsidiaries and the operations conducted thereon have not violated do not violate any applicable Environmental Laws; (ii) the existing facilities of the College and its Subsidiaries and any other properties now owned or leased by the College and its Subsidiaries and the operations conducted by the College and its Subsidiaries are not subject to any existing, pending or threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws; (iii) the properties previously owned or leased by the College and its Subsidiaries and the operations conducted thereon were not, to the best knowledge of the College during any period of ownership or tenancy by the College and any Subsidiary thereof, in violation of any Environmental Laws, or subject to any existing, pending or threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws; (iv) all notices, permits, licenses or similar authorizations, if any, required to be obtained or to be filed in connection with the use of the existing facilities of the College and its Subsidiaries or any other properties now owned or leased by the College and any Subsidiary thereof, including without limitation, past or present treatment, storage, disposal or release of any Hazardous Materials into the environment, have been obtained or filed; (v) all Hazardous Materials generated by or on the existing facilities of the College and its Subsidiaries or any other properties now owned or leased by the College and any Subsidiary thereof in the past have been and shall continue to be transported, treated and disposed of in full compliance with all applicable Environmental Laws; (vi) all Hazardous Materials generated by or on any properties previously owned

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
(DUTCHESS COUNTY, NEW YORK)

and

TD BANK, N.A.
as Bondholder

and

MARIST COLLEGE

BOND PURCHASE AND LOAN AGREEMENT

Dated as of April 1, 2016

\$13,560,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE REFUNDING BONDS, SERIES 2016
(MARIST COLLEGE PROJECT)

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BOND PURCHASE AND LOAN AGREEMENT

This BOND PURCHASE AND LOAN AGREEMENT, dated as of April 1, 2016 (this “**Bond Purchase and Loan Agreement**” or this “**Agreement**”), is by and among the DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION, a local development corporation of the State of New York created pursuant to Section 1411 of the New York Not-for-Profit Corporation Law, as amended, having an office at 3 Neptune Road, Poughkeepsie, New York 12601 (the “**Issuer**”), TD BANK, N.A., a national banking association organized and existing under the laws of the United States of America, having an office at 555 Hudson Valley Avenue, New Windsor, New York 12553 (together with any successors or assigns permitted hereunder, the “**Bondholder**” or the “**Bank**”), and MARIST COLLEGE, a New York education corporation and an organization described in Section 501 (c)(3) of the Code and exempt from federal income taxation pursuant to Section 501(a) of the Code, having an address at 3399 North Road, Poughkeepsie, New York 12601 (the “**College**” or the “**Borrower**”).

R E C I T A L S

The Issuer, on February 16, 2016, adopted its Authorizing Resolution (the “**Resolution**”) authorizing the execution and delivery of this Bond Purchase and Loan Agreement and the issuance of a series of revenue refunding bonds \$13,560,000 Revenue Refunding Bonds, Series 2016 (Marist College Project) (the “**Series 2016 Bonds**” or the “**Bonds**”), described pursuant to the terms of this Bond Purchase and Loan Agreement for the purpose of providing funds for (A) the refunding of the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2000-A (Marist College Civic Facility) (the “**Series 2000-A Bonds**”) issued on behalf of the College, the proceeds of which Series 2000-A Bonds were used to finance (1) the construction, acquisition, furnishing, equipping and improvement of six (6) new townhouses located at 35 West Cedar Avenue, Poughkeepsie, New York (the “**Townhouse Construction**”), now used for student residential and recreational purposes, and the renovation, furnishing, equipping and improvement of Sheahan Hall (a 130-bed dormitory), Leo Hall (a 320-bed dormitory) and Champagnat Hall (a 440-bed dormitory) (the “**Residential Hall Renovation**”), all located at the College’s main campus at 3399 North Road, Poughkeepsie, New York 12601-1387 (the “**Main Campus**”), now used for student residential purposes (the Townhouse Construction and the Residential Hall Renovation collectively referred to as the “**Facility**”); (2) the funding of any debt service reserve fund to be pledged to secure the Series 2000-A Bonds; and (3) payment of certain expenses incurred in connection with the issuance of the Series 2000-A Bonds; and (B) paying redemption premiums in connection with the 2000-A Bonds, if any, together with funding any reserve funds as may be necessary to secure the Bonds and paying necessary incidental costs in connection therewith (together with paragraph (A) above, the “**Project**”).

The issuance of such Bonds shall evidence the Issuer’s obligation to repay such aggregate principal amount, and the Issuer has agreed to issue, execute and deliver the Bonds, on the terms and conditions of this Bond Purchase and Loan Agreement. The execution and delivery of this Bond Purchase and Loan Agreement shall evidence the loan to the College from the Issuer in the

amount of \$13,560,000 and the terms pursuant to which the College is obligated to repay such loan.

The Bonds issued hereunder are special obligations of the Issuer payable solely from and secured by the payments to be made by the College pursuant hereto.

This Agreement provides for the following transactions:

- (a) the Issuer's issuance of the Bonds and the sale of the Bonds to the Bondholder;
- (b) the Issuer's loan of the proceeds of the Bonds to the College for the purpose of refinancing the Series 2000-A Bonds;
- (c) the Issuer's assignment to the Bondholder of the Payments to be received hereunder and the rights to receive the same; and
- (d) the College's repayment of the loan of Bond Proceeds from the Issuer through payment to the Bondholder of all amounts necessary to pay the Bonds issued by the Issuer.

Accordingly, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01. Definition of Terms. As used herein, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Act” means the New York Not-for-profit Corporation Law, as amended.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the College or the Issuer under any applicable bankruptcy, reorganization, insolvency or similar law as is now or hereafter in effect.

“Adjusted Unrestricted Liquid Assets” means, at any time, all Unrestricted Liquid Assets at such time, plus all Temporarily Restricted Liquid Assets at such time.

“Annual Administrative Fee” means the annual administrative fee established from time to time by the Issuer's Board of Directors as generally applicable to projects receiving financial assistance payable by the College during each Bond Year for the general administrative and supervisory expenses of the Issuer (subject to such exceptions from such general applicability as may be established by the Issuer's Board of Directors).

“Annual Debt Service” means the actual sum of the principal and sinking fund installments of and interest on outstanding Long-Term Debt payable during a fiscal year provided that (a) with respect any debt that bears a variable rate of interest the debt service shall include any credit enhancement costs and (b) with respect to any long-term debt subject to an

interest rate exchange agreement, the debt service shall include the net payments made to or received from the counterparty. With respect to principal and sinking fund installments paid in any fiscal year on outstanding balloon Long-Term Debt (25% or more of the original principal amount thereof matures, or is required to be purchased by the College, either automatically or at the option of the holder of such balloon indebtedness, or otherwise come due in any one year), such debt shall be assumed to be issued on a level debt service basis with a term equaling the original term of the debt.

“Applicable Elected Representative” means any Person constituting an “applicable elected representative” within the meaning given to the term in Section 147(f)(2)(E) of the Code.

“Arbitrage Rebate Fund” means the fund so designated and held by the Bondholder pursuant to Section 4.01 of this Bond Purchase and Loan Agreement.

“Authorized Officer” means (i) in the case of the Issuer, the Chief Executive Officer, the Treasurer, the Secretary, or any other officer and when used with reference to any act or document also means any other person authorized by a resolution or the by-laws of the Issuer to perform such act or execute such document; (ii) in the case of the College, when used with reference to any act or document, means the person or persons authorized by a resolution or the by-laws of the College to perform such act or execute such document; and (iii) in the case of the Bondholder, an authorized officer and when used with reference to any act or document, means the person or persons authorized by a resolution or the by-laws of the Bondholder to perform such act or execute such document.

“Bank” shall mean TD Bank, N.A. and its successors and assigns permitted hereunder.

“Bank Purchase Interest Rate” means (i) $70\% \times (\text{LIBOR} + 0.73\%)$ unless increased pursuant to Section 7.18 hereof or for an Event of Default hereunder or as otherwise provided hereunder.

“Bank Purchase Interest Rate Period” means a period commencing on April 1, 2016 and ending on July 1, 2031.

“Bank Purchase Interest Rate Mode” means when the Bonds bear interest at the Bank Purchase Interest Rate.

“Bond” or “Bonds” means the Issuer’s Revenue Refunding Bonds, Series 2016 (Marist College Project) in the aggregate principal amount of \$13,560,000 authorized and issued pursuant to the Resolution and this Bond Purchase and Loan Agreement to finance certain Costs of the Project and which Bonds are in substantially the form of Exhibit A attached to this Bond Purchase and Loan Agreement.

“Bond Counsel” means the law firm of Nixon Peabody LLP, or an attorney or other law firm appointed by the Issuer, having a national reputation in the field of municipal bond law whose opinions are generally accepted by purchasers of municipal bonds.

“Bondholder”, “Holder”, “holder” or “Owner” means any Person who shall be the registered owner of any Bond or Bonds. Initially, the sole Bondholder shall be the Bank, as the initial registered owner of the Initial Bonds.

“Bond Proceeds” means the aggregate amount, including any accrued interest, paid to the Issuer by the Bondholder pursuant to the Bond Purchase and Loan Agreement as the purchase price of the Bond.

“Bond Purchase and Loan Agreement” means this Bond Purchase and Loan Agreement, dated as of April 1, 2016, among the Issuer, the College and the Bondholder, as the same may be amended, supplemented or otherwise modified, as permitted by this Bond Purchase and Loan Agreement and by the Resolution.

“Bond Registrar” means the Dutchess County Local Development Corporation as bond registrar with respect to the Bonds and its successors and assigns in such capacity.

“Bond Year” has the meaning in the Tax Regulatory Agreement.

“Business Day” means any day which is not a Saturday, a Sunday or a day on which the Bondholder or banking institutions chartered by the State or the United States of America are legally authorized to close in The City of New York.

“Closing Date” means the date of sale, issuance and delivery of the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“College” or “Borrower” means Marist College and its successors and assigns permitted hereunder.

“College Documents” means this Bond Purchase and Loan Agreement, the Tax Regulatory Agreement and any other documents executed by the College pursuant to the issuance of the Bonds.

“Cost of Issuance” or “Costs of Issuance” means the items of expense incurred in connection with the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, legal fees and charges, charges and fees required by the Laws and regulations of the State, professional consultants’ fees, fees and charges for execution, transportation and safekeeping of Bonds, commitment fees or similar charges relating to a letter of credit, costs and expenses in connection with the refunding of Bonds or other bonds or notes of the Issuer and other costs, charges and fees, including those of the Issuer, in connection with the foregoing.

“Cost of the Project” or “Costs of the Project” means the costs and expenses determined by the College, subject to the provisions of this Bond Purchase and Loan Agreement, to be necessarily or appropriately incurred in connection with the Project, including, but not limited to, (i) refunding the Prior Bonds; and (ii) costs of issuing the Series 2016 Bonds.

“Debt Service Coverage Covenant” means a Debt Service Coverage Ratio of at least 1.00:1.00 so long as any Series 2012A Bonds or Series 2013A Bonds are outstanding. Compliance with this Debt Service Coverage Ratio covenant will be tested annually commencing with the Fiscal Year ending June 30, 2016, on the basis of the College’s audited financial statement for the preceding Fiscal Year.

“Debt Service Coverage Ratio” means the ratio of Operating Revenues Available for Debt Service to Annual Debt Service.

“Debt Service Payment” means, with respect to any Debt Service Payment Date, (i) the interest payable on such Debt Service Payment Date on all Bonds then Outstanding, plus (ii) the principal or Redemption Price, if any, payable on such Debt Service Payment Date on all such Bonds.

“Debt Service Payment Date” means (i) with respect to interest payments, the first calendar day of each month, commencing on May 1, 2016, and (ii) with respect to principal payments, annually, commencing on July 1, 2016 and continuing thereafter until the Maturity Date or until the bonds have been paid in full.

“Default Rate” means the Involuntary Rate.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the College files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bondholder or any former Bondholder notifies the College that it has received a written unqualified legal opinion (which opinion shall not be a reasoned opinion and shall be subject to only customary assumptions and exclusions) by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance and that is reasonably acceptable to the College and the Bondholder to the effect that an Event of Taxability has occurred unless, within one hundred eighty (180) days after receipt by the College of such notification from the Bondholder or any former Bondholder, the College shall deliver to the Bondholder and any former Bondholder a ruling or determination letter issued to or on behalf of the College by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the College shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the College, or upon any review or audit of the

College or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the College shall receive notice from the Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Holder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the College has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that, within thirty (30) days of written demand from the Bank, the College shall promptly reimburse the Bank for any payments, including any taxes, interest, penalties or other charges, the Bank shall be obligated to make as a result of the Determination of Taxability.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder, as the same may be amended from time to time.

“Event of Default” means any of those events defined as an Event of Default by Section 8.01 hereof. Upon the occurrence and during the continuance of any Event of Default, interest shall accrue at a rate equal to the Involuntary Rate.

“Event of Taxability” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the College, or the failure to take any action by the College, or the making by the College of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds, but excluding any act of the Bank) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes with respect to the Bonds.

“Exempt Obligation” means:

(i) an obligation of any state or territory of the United States of America, any political subdivision of any state or territory of the United States of America, or any agency, authority, public benefit corporation or instrumentality of such state, territory or political subdivision, the interest on which is excludable from gross income under Section 103 of the Code, which is not a “specified private activity bond” within the meaning of Section 57(a)(5) of the Code and which, at the time an investment therein is made or such obligation is deposited in

any fund or account hereunder, is rated, without regard to qualification of such rating by symbols such as “+” or “-” and numerical notation, no lower than the second highest rating category for such obligation by at least two nationally recognized rating organization;

(ii) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on any of the foregoing; and

(iii) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“Exempt Organization” means an organization described in Section 501(c)(3) of the Code and which is exempt from Federal income taxation pursuant to Section 501(a) of the Code.

“Facility” means, collectively, the Townhouse Construction and the Residential Hall Renovation.

“Federal Agency Obligation” means:

(i) an obligation issued by any federal agency or instrumentality approved by the Issuer;

(ii) an obligation, the principal of and interest on which are fully insured or guaranteed as to payment by a federal agency approved by the Issuer;

(iii) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on, any of the foregoing; and

(iv) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“Fiscal Year” means a twelve month period beginning July 1st of a calendar year and ending on June 30th of the next subsequent calendar year.

“Fitch” means Fitch, Inc. and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College (other than S&P and Moody’s).

“Funded Debt” on any date, the principal amount of all indebtedness for borrowed money of the College and any Subsidiary outstanding on such date which has a final maturity of more than twelve (12) months from such date.

“GAAP” means then effective generally accepted accounting principles in the United States of America.

“Government Obligation” means:

- (i) a direct obligation of the United States of America;
- (ii) an obligation the principal of and interest on which are fully insured or guaranteed as to payment by the United States of America;
- (iii) an obligation to which the full faith and credit of the United States of America are pledged;
- (iv) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on, any of the foregoing; and
- (v) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Governmental Requirements” means any present and future Laws, rules, orders, ordinances, regulations, statutes, requirements and executive orders of the United States, the State and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them, now existing or hereafter created, and having or asserting jurisdiction over the Facility or any part of either.

“Indebtedness” means any obligation of the College for the payment of money, including without limitation (i) indebtedness for money borrowed, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations, and (v) guarantees of any such obligation of a third party.

“Initial Interest Period” means the Interest Period commencing on the Closing Date and expiring on April 30, 2016.

“Interest Period” means, other than the Initial Interest Period, a period commencing on the first day of each month and ending on the last day of the same month; provided that (a) if any Interest Period other than the Initial Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically

corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“Interest Expense” means, with respect to any period of computation thereof, the consolidated gross interest expense of the College and its Subsidiaries, including, without limitation, (i) amortization of debt discounts, (ii) all fees and other payments (including, without limitation, letter of credit fees, fees or other payments payable in respect of any swap agreement or other hedging agreement now or hereafter issued for the account of the College) payable in connection with the incurrence of Indebtedness (but excluding any non-cash charges resulting from any “mark to market” requirements with respect to any swap agreement or other hedging agreement), and (iii) the portion of any liabilities incurred in connection with capital leases allocable to interest expense, all determined in accordance with generally accepted accounting principles applied on a consistent basis. Without limitation of the foregoing, all fees paid or payable by the College in respect of the Letter of Credit will, in any event, be deemed included within “Interest Expense”.

“Investment Agreement” means a repurchase agreement or other agreement for the investment of money with a Qualified Financial Institution.

“Involuntary Rate” means, on any particular date, the highest of (i) a rate of interest per annum equal to the Prime Rate from time to time in effect, plus 3.00%, and (ii) 6.00% per annum.

“Issuer” means (i) the Dutchess County Local Development Corporation, a local development corporation of the State created under the Act, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Issuer or its successors may be a party.

“Issuer Fee” means the fee payable to the Issuer in consideration for the Issuer’s internal costs and overhead expenses attributable to the issuance of the Bonds.

“Laws” means, collectively, all international, foreign, Federal, State and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Letter of Credit” means the Irrevocable Transferable Letter of Credit issued by the Bank for the account of the College in favor of the Trustee securing the Series 2000-A Bonds.

“LIBOR” means the greater of (a) zero percent (0.0%) and (b) the rate of interest in U.S. Dollars (rounded upwards, at the Bank’s option, to the next 1/8th of one percent) equal to the Intercontinental Exchange Benchmark Administration Ltd. (“ICE,” or the successor thereto if ICE is no longer making a London Interbank Offered Rate available) London Interbank Offered Rate (“ICE LIBOR”) for the equivalent Interest Period as published by Bloomberg (or such other commercially available source providing quotations of ICE LIBOR as designated by the Bank from time to time) at approximately 11:00 A.M. (London time) two (2) London Banking

Days (as hereinafter defined) prior to the first day of such Interest Period; provided, however, if more than one ICE LIBOR is specified, the applicable rate shall be the arithmetic mean of all such rates. If, for any reason, such rate is not available, the term London Interbank Offered Rate shall mean the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/8th of 1%) determined by the Bank to be the average rates per annum at which deposits in dollars are offered for such Interest Period to major banks in the London Interbank market in London, England at approximately 11:00 A.M. (London time) 2 London Banking Days prior to the first day of such Interest Period for a term comparable to such Interest Period. London Banking Days means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

“Lien” means any mortgage, pledge, lien, charge or security interest in the nature thereof (including any conditional sales agreement, equipment trust agreement, or other title retention agreement) or other encumbrance of whatsoever nature, other than:

- (i) the lien of taxes and assessments which are not delinquent;
- (ii) the lien of taxes and assessments which are either not yet due or are delinquent but the validity of which is being contested in good faith unless the property or the interest of the Issuer therein may be in danger of being lost or forfeited;
- (iii) minor defects and irregularities in the title to such property which do not in the aggregate materially impair the use of such property for the purposes for which it is or may reasonably be expected to be held;
- (iv) easements, exceptions or reservations for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes for which it is or may reasonably be expected to be held; and
- (v) any other Liens or other matters approved in writing by the Bondholder.

“London Banking Days” means any business day on which commercial banks are open for international business (including dealings in dollar deposits) in London.

“Long-Term Debt” means Indebtedness having an original maturity of greater than one (1) year or Indebtedness on which the College has an option to extend the maturity thereof for a period of greater than one (1) year beyond the date of the original occurrence thereof.

“Material Adverse Effect” means (a) a material impairment of the ability of the College, taken as a whole, to perform under this Agreement or any College Document to which it is a party; or (b) a material adverse effect upon the legality, validity, binding effect or enforceability of this Agreement or any College Document; or (c) a material adverse effect upon the business, property, assets or condition (financial or otherwise) of the College, taken as a whole.

“Material Debt” means, on any date, Indebtedness of the College which individually exceeds \$5,000,000.

“Maturity Date” means July 1, 2031.

“Maximum Annual Debt Service” means on any date, the greatest amount required in the then current or future fiscal year of Annual Debt Service.

“Maximum Interest Rate” means twelve percent (12%) per annum.

“Moody’s” means Moody’s Investors Service, Inc. and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College (other than S&P and Fitch).

“Net Proceeds” means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses and costs (including attorneys’ fees) incurred in obtaining such gross proceeds.

“Obligations” means all unpaid principal of, and accrued and unpaid interest due on, the Bonds, and all other advances to, and debts, liabilities, obligations, interest, fees, charges, expenses, covenants, stipulations, promises, agreements, obligations and duties of, any Person arising under any document or otherwise with respect to any disbursements or hedging contract, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Person party to any Bond Documents or any Affiliate thereof of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Operating Revenues Available for Debt Service” means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources, minus total unrestricted operating expenses, excluding depreciation, amortization, and interest expenses as displayed or included in the College’s audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains or losses resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any non-cash adjustment for changes in accounting estimates, change in GAAP, or other non-cash adjustments made in accordance with GAAP, (iv) extraordinary items, (v) any realized gains or losses on the sale of investments or interest exchange agreements, and (vi) any unrealized gains/appreciation or losses/depreciation on the carrying value of investments or interest exchange agreements.

“Organizational Documents” means, (i) in the case of an entity constituting a limited liability company, the articles of organization or certificate of formation, and the operating agreement of such entity, (ii) in the case of an entity constituting a corporation, the charter, articles of incorporation or certificate of incorporation, and the bylaws of such entity, and (iii) in the case of an entity constituting a general or limited partnership, the partnership agreement of such entity.

“Outstanding” when used in reference to Bonds, means, as of a particular date, all Bonds executed and delivered hereunder except:

- (i) any Bond canceled by the Bondholder at or before such date; and
- (ii) any Bond in lieu of or in substitution for which another Bond shall have been executed and delivered pursuant to Section 3.05 or Section 3.06 hereof.

“Parity Debt” means the Series 2008 Bonds, the Series 2012 Bonds, the Series 2013A Bonds, the Series 2013B Bonds, the Series 2015 Bonds and any Indebtedness issued after the date of this Agreement that are on parity with the Bonds, including, but not limited to, any Indebtedness issued to refund any such bonds.

“Patriot Act” means the USA Patriot Act (Title III of Public Law 107-56) signed into law on April 26, 2001.

“Payments” means all Debt Service Payments payable by the College to the Issuer, and assigned to the Bondholder under this Bond Purchase and Loan Agreement.

“Permitted Collateral” means:

- (i) Government Obligations described in clauses (i), (ii) or (iii) of the definition of Government Obligation;
- (ii) Federal Agency Obligations described in clauses (i) or (ii) of the definition of Federal Agency Obligation;
- (iii) commercial paper that (a) matures within two hundred seventy (270) days after its date of issuance, (b) is rated in the highest short term rating category by at least one nationally recognized rating organization and (c) is issued by a domestic corporation whose unsecured senior debt is rated by at least one nationally recognized rating organization no lower than in the second highest rating category;
- (iv) financial guaranty agreements, surety or other similar bonds or other instruments of an insurance company that has an equity capital of at least \$125,000,000 and is rated by Bests Insurance Guide or a nationally recognized rating organization in the highest rating category; and
- (v) bankers’ acceptances issued by a bank rated, at the time an investment therein is made or the same is deposited in any fund or account hereunder, in the highest short term rating category by at least one nationally recognized rating organization and having maturities not longer than three hundred sixty five (365) days from the date they are pledged.

“Permitted Encumbrances” means (i) any mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in good faith by appropriate proceedings which prevent the enforcement of such Lien and for which adequate reserves are maintained and which are approved in writing by the Bondholder, (ii) Liens for taxes not yet delinquent, (iii) any Liens

in favor of the Bondholder or approved in writing by the Bondholder, (iv) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation of the Facility affected thereby (or, if such Facility is not being then operated, the operation for which it was designed or last modified) and does not materially adversely affect the value of the Facility, including (A) any zoning laws and similar restrictions which are not violated by the Facility affected thereby, (B) all right, title and interest of the State, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way, (v) Liens securing capitalized leases or equipment financings in an aggregate amount not in excess of \$2,500,000 at any one time unless otherwise approved in writing by the Bondholder, and (vi) Liens in favor of the Bondholder, as provider of the Letter of Credit, until the Letter of Credit is returned after the Closing Date.

“Permitted Investments” means any of the following:

- (i) Government Obligations;
- (ii) Federal Agency Obligations;
- (iii) Exempt Obligations;
- (iv) uncollateralized certificates of deposit that are fully insured by the Federal Deposit Insurance Corporation and issued by a banking organization authorized to do business in the State;
- (v) collateralized certificates of deposit that are (a) issued by a banking organization authorized to do business in the State that has an equity capital of not less than \$125,000,000, whose unsecured senior debt, or debt obligations fully secured by a letter of credit, contract, agreement or surety bond issued by it, are rated by at least one nationally recognized rating organization in at least the second highest rating category, and (b) fully collateralized by Permitted Collateral;
- (vi) commercial paper issued by a domestic corporation rated in the highest short term rating category by at least one nationally recognized rating organization and having maturities not longer than two hundred seventy (270) days from the date of purchase;
- (vii) bankers’ acceptances issued by a bank rated in the highest short term rating category by at least one nationally recognized rating organization and having maturities not longer than three hundred sixty five (365) days from the date they are purchased;
- (viii) Investment Agreements that are fully collateralized by Permitted Collateral; and
- (ix) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, whose objective is to maintain a constant share value of \$1.00 per share and that is rated in the highest short term rating category by at least one nationally recognized rating organization.

“Person” or “Persons” means an individual, partnership, limited liability partnership, corporation, limited liability company, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

“Prior Bonds” means the Dutchess County Industrial Development Agency \$20,000,000 Variable Rate Demand Civic Facility Revenue Bonds, Series 2000-A (Marist College Civic Facility).

“Prime Rate” means the rate of interest per annum equal to the rate of interest per annum from time to time announced by the Wall Street Journal as the prime rate, or in the event that the Prime Rate cannot be established in such a manner, the rate of interest per annum equal to the rate of interest per annum from time to time announced by the Bank as its prime rate (which is not intended to be the lowest rate of interest charged by the Bank in connection with the extension of credit to its customers). Each change in the Prime Rate shall take effect at the time of such change in such prime rate.

“Prior Trustee” means The Bank of New York Mellon formerly known as The Bank of New York, as trustee for the Prior Bonds.

“Project” or “Series 2016 Project” has the meaning assigned thereto in the first recital paragraph.

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

“Purchase Price” means an amount equal to the redemption price, if such Bonds were being optionally redeemed on the date such Bonds are being so purchased, plus accrued interest thereon to the date of purchase.

“Qualified Financial Institution” means any of the following entities that has an equity capital of at least \$125,000,000 or whose obligations are unconditionally guaranteed by an affiliate or parent having an equity capital of at least \$125,000,000:

(i) a securities dealer, the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation, and (a) that is on the Federal Reserve Bank of New York list of primary government securities dealers and (b) whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one nationally recognized rating organization no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one nationally recognized rating organization no lower than in the highest rating category for such short term debt; *provided, however*, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any nationally recognized rating organization;

(ii) a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic

branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the Laws of any state or territory of the United States of America, a savings bank, a savings and loan association, an insurance company or association chartered or organized under the Laws of the United States of America, any state of the United States of America or any foreign nation, whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one nationally recognized rating organization no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one nationally recognized rating organization no lower than in the highest rating category for such short term debt; *provided, however*, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any nationally recognized rating organization;

(iii) a corporation affiliated with or which is a subsidiary of any entity described in (i) or (ii) above or which is affiliated with or a subsidiary of a corporation which controls or wholly owns any such entity, whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one nationally recognized rating organization no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one Rating Service no lower than in the highest rating category for such short term debt; *provided, however*, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any nationally recognized rating organization;

(iv) the Government National Mortgage Association or any successor thereto, the Federal National Mortgage Association or any successor thereto, or any other federal agency or instrumentality approved by the Issuer; or

(v) a corporation whose obligations, including any investments of any money held hereunder purchased from such corporation, are insured by an insurer that meets the applicable rating requirements set forth above.

“Qualified Institutional Buyer” has the meaning set forth in Rule 144A of the Securities Act of 1933.

“Rebate Amount” means, with respect to any Bond, the amount computed as described in of the Tax Regulatory Agreement.

“Record Date” means, with respect to any Debt Service Payment Date, the date (whether or not a Business Day) ten (10) days next preceding such Debt Service Payment Date.

“Resolution” means the Issuer’s “Marist College Bond Resolution” duly adopted by the Issuer on February 16, 2016, authorizing the issuance, execution, sale and delivery of the Bonds and the execution and delivery of this Bond Purchase and Loan Agreement, as such resolution may be amended or supplemented from time to time.

“Risk-Based Capital Guidelines” means (i) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the

corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement.

“S&P” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College (other than Moody’s and Fitch).

“Senior Debt Rating” means the senior unsecured non-credit-enhanced debt rating of the College as determined by S&P, Fitch and/or Moody’s from time to time.

“Series 2008 Bonds” means the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2008 (Marist College Civic Facility).

“Series 2012 Bonds” means the Dutchess County Local Development Corporation Revenue Bonds, Series 2012-A (Marist College Project).

“Series 2013A Bonds” means the Dutchess County Local Development Corporation Revenue Bonds, Series 2013-A (Marist College Project).

“Series 2013B Bonds” means, collectively, the Dutchess County Local Development Corporation Revenue Bonds, Series 2013B-1, Series 2013B-2 and Series 2013B-3 (Marist College Project).

“Series 2015 Bonds” means, the Dutchess County Local Development Corporation Revenue Bonds, Series 2015A (Marist College Project).

“Series 2016 Bonds” means, the Issuer’s Revenue Refunding Bonds, Series 2016 (Marist College Project), in the aggregate principal amount of \$13,560,000.

“State” means the State of New York.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the College.

“Taxable Rate” means the rate of interest which shall be applicable upon an “Event of Taxability.” The interest rate on the Bonds will be reset to a taxable interest rate (retroactively), and the College will pay to the Holder the difference between the tax-exempt rate paid and the taxable rate, as well as any and all interest and penalties assessed.

“Tax Regulatory Agreement” means the Tax Regulatory Agreement, dated April 1, 2016 and executed by an Authorized Officer of the Issuer and the College, including the appendices, schedules and exhibits thereto, executed in connection with the issuance of the Bonds in which the Issuer and the College make representations and agreements as to arbitrage compliance with the provisions of Section 141 through 150, inclusive, of the Code, or any similar certificate, agreement or other instrument made, executed and delivered in lieu of said certificate, in each case as the same may be amended or supplemented from time to time in accordance with the terms thereof and with the terms of the Bond Purchase and Loan Agreement.

“Temporary Restricted Liquid Assets” means on any date, the total amount of all money and permitted investments belonging to the College or any Subsidiary that is required to be classified as temporarily restricted, as determined in accordance with GAAP consistently applied, excluding any thereof held by the College or such Subsidiary for capital purposes.

“Unrestricted Liquid Assets” means on any date, the total amount of all money and permitted investments belonging to the College or any Subsidiary, less the portion thereof that is required to be classified as temporarily or permanently restricted, determined in each case in accordance with GAAP consistently applied.

“Unrestricted Operating Revenues” means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources as displayed or included in the College’s audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any realized gains on the sale of investments or interest exchange agreements and (iv) any unrealized gains/appreciation on the carrying value of investments or interest exchange agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Bond Purchase and Loan Agreement refer to this Bond Purchase and Loan Agreement.

1.02. Parties to Benefit. This Bond Purchase and Loan Agreement is executed in connection with the issuance of the Bonds by the Issuer. Except as otherwise expressly provided herein, nothing herein, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Issuer, the College and the Bondholder, any right, remedy or claim, legal or equitable, hereunder or by reason hereof or of any provision hereof, all the provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the College and the Bondholder.

ARTICLE II
CLOSING OF LOAN; PURCHASE AND SALE OF BONDS; PLEDGE OF PAYMENTS

2.01. Closing Date. The Bondholder agrees, subject to the terms and conditions of this Bond Purchase and Loan Agreement, to purchase the Series 2016 Bonds from the Issuer on the Closing Date, in the amount of \$13,560,000 in immediately available funds. The Issuer agrees to lend the proceeds of the sale of the Bonds to the College in accordance with the terms of this Bond Purchase and Loan Agreement. The College agrees, that subject to the terms and conditions of this Bond Purchase and Loan Agreement, it is borrowing the proceeds of the sale of the Bonds from the Issuer and will repay such loan in accordance with the terms of this Bond Purchase and Loan Agreement.

2.02. Conditions Precedent to Closing.

(a) The Issuer's obligation to deliver the Bonds, accept payment therefore and loan the proceeds thereof to the College is conditioned upon the purchase of the Bonds by the Bondholder in accordance herewith on the Closing Date and upon delivery to the Issuer of the approving opinion of Bond Counsel and is subject to the further condition that all documents, certificates, opinions and other items delivered on the Closing Date shall be reasonably satisfactory in form and substance to the Bondholder, to the Bondholder's counsel, to the Issuer and to Bond Counsel.

(b) The obligation of the Bondholder to purchase the Bonds shall be subject to the satisfaction of the following conditions precedent and receipt of the documents, certificates and other items set forth below, in form and substance satisfactory to the Bondholder and its counsel:

(i) The executed original Bond in the form set forth in Exhibit A hereto. The Bond shall not be rated, shall not have a CUSIP and shall be registered in the name of the Bondholder.

(ii) Certificates or other evidence as to (1) the due organization and existence of the Issuer and the College; (2) the due authorization, execution and delivery of this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement by the Issuer and the College; (3) the absence of litigation involving the Issuer, the College or the Bondholder that might reasonably be expected to materially affect the transactions contemplated hereby; (4) the existence of all required consents to this Bond Purchase and Loan Agreement and the absence of any Event of Default or any event which, with the giving of notice or the passage of time or both, would be an Event of Default with respect hereto; (5) the truth and accuracy of all representations and warranties contained in this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement; and (6) the payment of all fees and expenses of the Issuer, the Bondholder, counsel to the Bondholder, and Bond Counsel.

(iii) Delivery of a certified copy of the Resolution; proof of due corporate action by the Issuer and the College; and executed duplicate originals of this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement.

(iv) A completed and executed Form 8038 or evidence of filing thereof with the Secretary of Treasury.

(v) Evidence that the issuance of the Bonds for the purpose of financing the Project has been approved by the Applicable Elected Representative after a public hearing held upon reasonable notice.

(vi) An opinion of counsel to the Issuer.

(vii) An opinion of counsel to the College complying with Section 2.03 hereof.

(viii) An opinion of Bond Counsel as to the due existence and authority of the Issuer, the valid issuance of the Bonds, and the excludability from gross income of the interest payable on the Bonds.

(ix) Such additional certificates, instruments or other documents as the Issuer, the Bondholder or Bond Counsel may reasonably require.

2.03. Opinion of College Counsel. At or prior to the delivery of the Bonds there shall be delivered to the Issuer and the Bondholder an opinion or opinions of counsel to the College, in form and substance satisfactory to the Issuer and the Bondholder, addressed to the Issuer and the Bondholder to the following effect:

(i) the College is an education corporation duly incorporated, validly existing and in good standing under the Laws of the State with power and authority to own its properties and conduct its affairs as described herein;

(ii) the College has requisite corporate power and authority to execute, make, deliver and perform this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement and this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement have been duly authorized, executed, made and delivered by the College, and each is a legal, valid and binding obligation of the College enforceable against the College in accordance with its terms, except as enforcement may be limited by, among other things: (i) bankruptcy, insolvency, reorganization, moratorium or other Laws relating to the enforcement of creditors' rights generally, (ii) general principles of equity, or (iii) the availability of any particular remedy; provided, however, no opinion will be given to the extent that a provision in this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement (a) purports to waive any rights of a debtor which may not lawfully be waived, (b) makes provision for non-judicial or "self-help" remedies or (c) purports to waive defenses which debtors are not legally entitled to waive;

(iii) the authorization, execution and delivery by the College of this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement by the College, the consummation of the transactions therein contemplated and the performance of and compliance with the provisions thereof do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, (i) the College's Organizational Documents in effect on the date of such opinion, (ii) any indenture or mortgage, or any other commitments or agreements of which counsel has knowledge

(after reasonable investigation), to which the College is a party or by which it or any of its properties are bound (collectively, the “**Material Agreements**”), or (iii) any existing law, rule, regulation, or any judgment, order or decree known to such counsel (after reasonable investigation) of any governmental instrumentality or court having jurisdiction over the College or any of its properties;

(iv) to the best of such counsel’s knowledge, after reasonable inquiry, the College has complied with all material conditions and covenants of each Material Agreement, and no “event of default,” nor any occurrence which but for the passage of time or the giving of notice or both would be an “event of default,” has occurred under any of the Material Agreements;

(v) all authorizations, consents, approvals and orders of, or notices to, any court or public regulatory body of the State or the United States required on the part of the College with respect to the transactions contemplated by this Bond Purchase and Loan Agreement have been obtained or given, as applicable, by the College prior to the time required by any such court or regulatory body;

(vi) the College is an organization described in Section 501(c)(3) of the Code or corresponding provisions of prior law and has received a letter or other notification from the Internal Revenue Service to that effect (the “**Determination Letter**”), which letter or other notification has not been modified, limited or revoked, is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification and such counsel has been informed (after reasonable investigation) that the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist and the College is exempt from federal income under Section 501(a) of the Code, except for payment of unrelated business income tax;

(vii) the College is an organization organized and operating, (1) exclusively for educational or charitable purposes, (2) not for pecuniary profit, and (3) no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended;

(viii) to the best of such counsel’s knowledge, after due inquiry, the College is in full compliance with the material terms, conditions and limitations of the Determination Letter, has not taken or failed to take any action (including the failure to file any report or documents with the Service) that would jeopardize its status as an organization described in Section 501(c)(3) of the Code and the College is not a “private foundation” as defined in Section 509(a) of the Code;

(ix) to the best of such counsel’s knowledge, after due inquiry, the College has always operated in substantial conformity with the purposes set forth in its Organizational Documents, as amended from time to time;

(x) the consummation of the transactions described in the documents executed and to be executed by the College in connection with the transactions described herein, including but not limited to the Bond Purchase and Loan Agreement and the Tax Regulatory Agreement of the College will not impair the status of the College as an organization described in Section 501(c)(3) of the Code and exempt from tax under Section 501(a) of the Code and the acquisition, construction and operation of the Facility by the College will be in furtherance of the exempt purposes of the College set forth in the charter of the College, the purposes set forth in Section 501(c)(3) of the Code and the terms and conditions of the Determination Letter;

(xi) use of the Facility in the manner described in the documents executed and to be executed by the College in connection with the transactions described herein, including but not limited to this Bond Purchase and Loan Agreement and the Tax Regulatory Agreement of the College, will not constitute use in any unrelated trade or business within the meaning of Section 513 of the Code; and

(xii) to the best of such counsel's knowledge, after reasonable investigation, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened to challenge the Issuer or ability of the College to continue to operate its facilities or to challenge its title to its properties or that would otherwise limit, restrain or enjoin the ability of the College to carry out the transactions contemplated in this Bond Purchase and Loan Agreement except as disclosed in this Bond Purchase and Loan Agreement.

2.04. Assignment and Pledge of Payments.

The Issuer hereby assigns, pledges and grants to the Bondholder upon the terms hereof (a) all Payments to be received from the College and (b) all rights to receive and collect such Payments and the proceeds of such rights.

2.05. Consent to Pledge and Assignment.

The College consents to and authorizes the assignment, transfer and pledge by the Issuer to the Bondholder of the Payments as set forth in Section 2.04 hereof.

ARTICLE III TERMS AND PROVISIONS OF THE BONDS

3.01. Terms.

(a) *Maturity.* Interest on the Bonds shall be payable monthly on each Debt Service Payment Date. Principal on the Bonds shall be payable annually commencing on July 1, 2016 as more particularly set forth on the Repayment Schedule attached hereto as Exhibit C and made a part herein. Principal shall be payable at the office of the Bondholder at 555 Hudson Valley Avenue, New Windsor, New York 12553 or at such other address as Bondholder may designate in writing to the College and the Issuer. All outstanding principal and interest on the Series 2016 Bonds will be due and payable on July 1, 2031, subject to Section 3.04 hereof.

(b) *Interest.* The Bonds shall be issued in the Bank Purchase Interest Rate Mode from the Closing Date up to and including July 1, 2031. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed on the outstanding principal amount of the Bonds determined at the close of each day.

(c) *Notice.* The Bondholder will endeavor to send a notice to the College stating the amount of the Debt Service Payment due on the next succeeding Debt Service Payment Date at least five (5) Business Days prior to such Debt Service Payment Date; provided that the failure to furnish such notice shall not excuse non-payment of the amounts payable hereunder at the time and in the manner provided hereby.

3.02. Late Payment and Involuntary Rate.

(a) If any payment is not made to the Bondholder is not paid when it is due, the College, shall pay to the Bondholder, upon demand, an amount equal to the Default Rate of such unpaid payment.

(b) Upon the occurrence of an Event of Default, as defined in Section 8.01 hereof, the principal and accrued interest on the Bonds may be declared to be forthwith due and payable by the Bondholder in accordance with Section 8.02 hereof, and interest shall accrue on the Bonds and on any other amount due to the Bondholder hereunder at the Involuntary Rate.

3.03. Reserved.

3.04. Redemption.

(a) The Bonds shall be subject to redemption prior to the respective maturities thereof on the terms and at the prices set forth in subsections (b) and (c) of this Section 3.04.

(b) The Bonds are subject to redemption by the Issuer, at the option and written direction of the College, in whole or in part at any time, on thirty (30) days prior written notice to the Bondholder and the Issuer at a redemption price equal to 100% of the principal amount of the Bonds to be prepaid plus interest accrued thereon to the redemption date, plus any amounts payable pursuant to Section 5.02(b) hereof. The College hereby agrees to indemnify the Bank, and hold the Bank harmless from any loss, damages, liability, or expense which the Bank may sustain or incur as a consequence of the making of a prepayment of the Bonds, whether by voluntary prepayment, acceleration or otherwise, on a day which is not the last day of an Interest Period with respect thereto. With respect to such Bonds, such indemnification shall equal the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid for the period from the date of such prepayment at the applicable rate of interest for such Bonds provided for herein over (ii) the amount of interest (as reasonably determined by the Bank) which would have accrued to the Bank on such amount by placing such amount on deposit for a comparable period with leading banks in the London interbank Eurodollar market. This covenant shall survive the termination of this Bond Purchase and Loan Agreement and the payment of the Bonds. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive pursuant to this Section 3.04(b) shall be delivered to the College and shall be conclusive absent manifest error. The College shall pay the fee as due to the Bank on the date of such redemption.

The College may direct such redemption only if it shall prepay the loan from the Issuer under this Bond Purchase and Loan Agreement in an amount equal to the amount of the redemption price described above, plus accrued and unpaid interest, and any amounts payable pursuant to Section 5.02(b) hereof.

(c) The Bonds are subject to mandatory redemption, without premium or penalty (except as set forth in this Section), in whole or in part, on any Debt Service Payment Date from (i) from proceeds of a condemnation or insurance award, which proceeds are not used to repair, restore or replace the Facility, or (ii) upon the sale of the Facility or any part of the Facility, in each case, at a redemption price equal to 100% of the principal amount of the Bonds to be prepaid plus interest accrued thereon to the redemption date plus any payments pursuant to Section 5.02(b) hereof.

3.05. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and deliver a new Bond of like maturity, interest rate and principal amount and bearing the same number as the mutilated, destroyed, lost or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicable holder shall furnish to the Issuer and the College (i) such indemnity as may be required by them to hold each of them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of such Bond and of the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto plus any other expenses, including reasonable counsel fees, of the Issuer or the College. In case any Bond that has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Issuer may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof, except in the case of a mutilated Bond) if the applicable holder shall furnish to the Issuer such indemnity as the Issuer may require to hold them harmless and evidence to the satisfaction of the Issuer of the mutilation, destruction, loss or theft of such Bond and of the ownership thereof. Any mutilated Bond shall be surrendered to the Issuer and shall be destroyed.

(b) Every Bond issued pursuant to the provisions of this Section 3.05 shall constitute an additional contractual obligation of the Issuer (whether or not the mutilated, destroyed, lost or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Bond Purchase and Loan Agreement equally and proportionately with any and all other Bonds duly issued under this Bond Purchase and Loan Agreement.

(c) The Bonds shall be held and owned upon the express condition that the provisions of this Section 3.05 are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond, and shall preclude all other rights or remedies, notwithstanding any law or statute existing or hereinafter enacted to the contrary.

3.06. Registration, Reissue or Transfer of Bonds; Assumption of Bond Purchase and Loan Agreement.

(a) So long as any Bond or Bonds remain Outstanding, the Issuer, as Bond Registrar, shall maintain and keep at the Issuer's office (or at the office of any successor Bond Registrar) books for the transfer and registration of the Bonds; and upon presentation thereof for such purpose at such office, the Issuer shall register or cause to be registered therein, and permit to be transferred thereon, only to Qualified Institutional Buyers, any Bond entitled to registration or transfer in accordance with the terms of this Bond Purchase and Loan Agreement and such Bond. So long as any Bond or Bonds remain Outstanding, the Issuer shall make all necessary provisions to permit the exchange of Bonds at the office of the Issuer. Each Bond shall be transferable only upon the books of the Issuer, which shall be kept for that purpose at the office of the Issuer (or any successor Bond Registrar) by the registered Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer in the form attached to the Bonds and duly executed by the registered Owner or his attorney duly authorized in writing. Upon receipt of a written request to transfer any such Bond and upon receipt of an unqualified assumption of all of the terms of this Bond Purchase and Loan Agreement which shall contain, without limitation, a certification from the transferee that such transferee is a Qualified Institutional Buyer and a reaffirmation by the transferee of the representations and warranties set forth in Section 7.02 hereof, the Issuer shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and rate of interest as the surrendered Bond.

(b) The Issuer and the Bondholder, or any successor Bond Registrar of the Issuer, may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for all purposes, and neither the Issuer nor the Bondholder nor any successor Bond Registrar of the Issuer shall be affected by any notice to the contrary. The term "Bond" or "Bonds" shall include a Bond or Bonds issued by the Issuer in exchange for or upon transfer of any Bond under this Section 3.06.

ARTICLE IV
BOND PROCEEDS AND ESTABLISHMENT OF FUNDS

4.01. Establishment of Funds. The following custodial funds are hereby established (or, with respect to the Arbitrage Rebate Fund, shall be established prior to any necessary deposits therein) with the Bondholder and shall be held in trust by the Bondholder, as custodian, and maintained and administered by the Bondholder on behalf of the Issuer for the benefit of the College and in the name of the College in accordance with this Bond Purchase and Loan Agreement:

1. Dutchess County Local Development Corporation Cost of Issuance Fund – Marist College (the "**Cost of Issuance Fund**").
2. Dutchess County Local Development Corporation Renewal Fund – Marist College (the "**Renewal Fund**").

3. Dutchess County Local Development Corporation Arbitrage Rebate Fund – Marist College (the “**Arbitrage Rebate Fund**”).

4.02. Disbursement and Application of Bond Proceeds; Deposits into Cost of Issuance Fund. The Bondholder shall deposit the Bond Proceeds in the following manner:

(a) \$218,884.03 shall be deposited in the Cost of Issuance Fund and disbursed by the Bondholder in accordance with Sections 4.03.

(b) \$13,341,115.97 shall be wired by the Bondholder directly to the Prior Trustee as partial reimbursement of principal to redeem the Prior Bonds in accordance with Section 4.03(a).

(c) \$453,884.03 shall be wired by the Prior Trustee to TD Bank, as letter-of-credit-provider as partial reimbursement of the remaining principal payment.

The amounts in the Renewal Fund shall be subject to a security interest, lien, set off (to the extent of any amounts owed to the Bondholder in accordance with the terms of this Bond Purchase and Loan Agreement) and charge in favor of the Bondholder until disbursed as provided herein.

4.03. Use of Money to redeem Prior Bonds and in the Cost of Issuance Fund. (a) The Bondholder is hereby authorized and directed by the College on the Closing Date, to transfer to the Prior Trustee the sum of \$13,341,115.97 to redeem in full the outstanding Prior Bonds.

(b) Upon receipt of a Requisition Form in the form attached hereto as Exhibit B, executed by the College, fully completed and with all supporting documents described therein attached thereto, the Bondholder shall disburse the moneys in the Cost of Issuance Fund to, or upon the order of, the College to pay the Costs of the Project. Upon receipt of such Requisition Form, an amount shall be disbursed to, or upon the order of, the College to pay to the person or entity entitled to payment as specified therein. After all costs of issuance are paid, any amounts remaining in the Cost of Issuance Fund shall be applied to the next Debt Service Payment.

4.04. Conditions Precedent to Making Disbursements.

(a) The obligations of the Bondholder to make the first disbursement to refund the Prior Bonds shall be subject to receipt by the Bondholder of evidence satisfactory to it of evidence that Bond Counsel shall have determined the refunding complies with the provisions of the Code.

(b) The obligations of the Bondholder to make the disbursement of Bond Proceeds for Costs of Issuance from the Costs of Issuance Fund shall be subject to receipt by the Bondholder of evidence satisfactory to the Bondholder of compliance with the following conditions precedent:

(i) The Bondholder shall have received in form and substance satisfactory to the Bondholder invoice(s) and/or bill(s) of sale relating to the Costs of Issuance and, if such invoices have been paid by the Issuer or the College, evidence of payment thereof.

(ii) The representations and warranties of the College contained in Article VII hereof and in the Tax Regulatory Agreement are correct on and as of the date of such disbursement as though made on and as of such date.

4.05. Payments into Arbitrage Rebate Fund; Application of Arbitrage Rebate Fund.

(a) The amounts in the Arbitrage Rebate Fund shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Bondholder.

(b) The Bondholder, upon the receipt of a certification of the Rebate Amount from an Authorized Officer of the College, together with a copy of the report of the arbitrage rebate analyst required in accordance with Section 7.14(d) hereof, and upon receipt of funds from the College in the amount of such Rebate Amount, shall deposit in the Arbitrage Rebate Fund within thirty (30) days after the end of each Bond Year such amount such that the amount held in the Arbitrage Rebate Fund after such deposit is equal to the Rebate Amount calculated as of the last day of such Bond Year. The Authorized Officer of the College shall give at least five (5) days' notice to the Bondholder (with a copy to the Issuer) to make such deposits.

(c) In the event that on the first day of any Bond Year the amount on deposit in the Arbitrage Rebate Fund exceeds the Rebate Amount, the Bondholder, upon the receipt of written instructions from an Authorized Officer of the College (with a copy to the Issuer), shall withdraw such excess amount as calculated by an Authorized Officer of the College and an Authorized Officer of the College shall direct the funds to be disbursed to the Bondholder for application to the next principal payment on the Bonds.

(d) The College, upon written directions to the Bondholder (with a copy to the Issuer) or the Issuer, shall pay to the Department of the Treasury of the United States (the "**Treasury Department**"), out of amounts in the Arbitrage Rebate Fund, (i) not later than thirty (30) days after the last day of the fifth (5th) Bond Year and of every fifth (5th) Bond Year thereafter, an amount such that, together with prior amounts paid to the Treasury Department, the total paid to the Treasury Department is equal to ninety percent (90%) of the Rebate Amount with respect to the Bonds as of the date of such payment, and (ii) not later than thirty (30) days after the date on which the Bonds have been paid in full, one hundred percent (100%) of the Rebate Amount as of the date of such payment. All such amounts referenced in this Section 4.05 shall be determined by an Authorized Officer of the College and shall be part of the written direction. Each such payment shall be filed with the Internal Revenue Service, Ogden Submission Processing Center, Ogden, Utah 84201 or such other location designated by the IRS, accompanied by a copy of the Form 8038-T prepared by the College and executed by the Issuer.

(e) All rebate calculations required pursuant to this Section 4.05 shall be prepared for the College by an arbitrage rebate analyst in accordance with Section 7.14(d) hereof. Copies of all calculations of the Rebate Amount in accordance herewith and with the Tax Regulatory

Agreement and all notices and certifications required under this Section 4.05 shall be sent to the Issuer by the College.

4.06. Investment of Monies.

(a) Monies held in any fund established pursuant to Section 4.01 hereof (excluding the Rebate Fund) shall be invested and reinvested by the Bondholder solely in Permitted Investments, pursuant to written direction by an Authorized Officer of the College with a copy to the Issuer, or pursuant to oral direction promptly confirmed in writing by such Authorized Officer of the College with a copy to the Issuer. Such investments shall mature in such amounts and have maturity dates or be subject to redemption at the option of the Bondholder on or prior to the date on which the amounts invested therein will be needed for the purposes of such fund. The Bondholder may at any time sell or otherwise reduce to cash a sufficient amount of such investments whenever the cash balance in such fund is insufficient for the purposes thereof. Any such investments shall be held by or under control of the Bondholder for the benefit of the College in accordance with Section 4.01 hereof, and shall be deemed at all times a part of the fund for which such monies are invested, and the interest accruing thereon and any profit realized from such investment shall be credited and held in, and any loss shall be charged to, the applicable fund. If Permitted Collateral is required to secure any Permitted Investment, then such Permitted Collateral shall have a market value, determined by the custodian of such collateral, but no less than weekly, at least equal to the amount deposited or invested including interest accrued thereon, and any such Permitted Collateral shall be deposited with and held by a custodian approved by the Bondholder and the Issuer and such Permitted Collateral shall be free and clear of claims of any other person. In calculating the amount in any fund or account held by the Bondholder, each Permitted Investment shall be valued at par or the market value thereof, plus interest, whichever is lower.

(b) The Bondholder may make any investment, at the direction of the College, permitted by this Section 4.06 through its own bond department. The College hereby acknowledges that no representation or warranty has been made by the Bondholder or the Issuer with respect to interest rates on, or the amount to be earned as a result of, any such investment. Neither the Issuer nor the Bondholder shall have any liability arising out of or in connection with the making of any investment authorized by the provisions hereof in the manner provided herein, or for any loss, direct or indirect, resulting from any such investment other than in its capacity as obligor under a Permitted Investment.

(c) Any investment herein authorized is subject to the condition that no use of the proceeds of any Bonds or of any other monies shall be made which, if such use had been reasonably expected on the date of issuance of such Bonds, would cause such Bonds to be "Arbitrage Bonds" within the meaning of such quoted term in Section 148 of the Code. The Bondholder shall not be liable if such use shall cause the Bonds to be "Arbitrage Bonds," provided only that the Bondholder shall have made such investment pursuant to the written direction or written confirmation by an Authorized Officer of the College as provided in this Section 4.06.

4.07. Accounts and Inspection. The Bondholder shall keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries

shall be made of its transactions relating to the Bonds, including copies of all invoices and requisitions submitted by the College. Such books and accounts, at reasonable hours on reasonable prior notice and subject to the reasonable rules and regulations of the Bondholder, shall be subject to the inspection of the College or the Issuer.

ARTICLE V
PAYMENT AND PREPAYMENT BY ISSUER

5.01. Payment of Principal, Interest and Premium. The Issuer shall pay, or cause to be paid by the College, the principal of, interest on and premium, if any, on the Bonds as provided in the Bonds and as provided herein and in Section 5.03 hereof.

5.02. Prepayment of Loan and Redemption of Bonds.

(a) Any partial or full prepayment of the loan shall effect a simultaneous partial or full redemption of the Bonds in accordance with Section 3.04 hereof.

(b) In addition to any amounts due in connection with the redemption of the Bonds as set forth in Section 3.04 hereof and in the Bonds, in the event of any redemption or prepayment of the Bonds for any reason (including any redemption or repurchase of the Bonds under Section 3.04 hereof, upon acceleration or otherwise), other than the mandatory scheduled repayment of principal in accordance with Section 3.01 hereof, the College shall pay an additional amount equal to the sum of all actual losses or reasonable actual out of pocket third party expenses suffered or incurred by the Bondholder as a result of the redemption or prepayment, including any expense incurred by reason of the termination of any interest rate protection agreement entered into by the Bondholder or the liquidation or reemployment of deposits or other funds acquired by the Bondholder to make or maintain its investment in the principal amount of the Bonds at the interest rate described in the Bonds.

5.03. Special Obligations.

(a) The Bonds are special obligations of the Issuer, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the Payments. The Issuer shall not be obligated to pay any amounts due under this Bond Purchase and Loan Agreement, including without limitation, the principal of, interest on and premium, if any, on the Bonds from any Property of the Issuer other than the Payments or other amounts paid by the College to the Issuer pursuant to Section 7.16 hereof for the purpose of making such payment. The Bonds are not and shall not be a debt of the State or any municipality of the State, and neither the State nor any such municipality shall be liable thereon. The Bondholder hereby acknowledges that the Issuer shall have no liability for any other charges payable pursuant to, or expenses or liabilities incurred with respect to, obligations under this Bond Purchase and Loan Agreement, which obligations shall be payable by the College to the Bondholder in accordance with the terms hereof.

(b) All payments made by or on behalf of the College to the Owner of the Bonds, or upon its order, with respect to Debt Service Payments pursuant hereto shall, to the extent of the sum or sums so paid, satisfy and discharge the liability of the Issuer for Debt Service Payments payable upon the Bonds pursuant to this Bond Purchase and Loan Agreement.

(c) All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Bond Purchase and Loan Agreement, the Tax Regulatory Agreement and the Bonds and in the other documents and instruments supplemental thereto (collectively, the “**Financing Documents**”), shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any member, director, officer, agent, servant or employee of the Issuer in his individual capacity, and no recourse under or upon any obligation, covenant or agreement in the Financing Documents contained or otherwise based upon or in respect of the Financing Documents, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Issuer or of any successor local development corporation or political subdivision or any person so executing the Financing Documents, it being expressly understood that the Financing Documents are solely special obligations, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Issuer or of any successor local development corporation or political subdivision or any person so executing the Financing Documents because of the indebtedness thereby authorized or under or by reason of the obligations, covenants or agreements contained in the Financing Documents or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, director, agent, servant or employee because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in the Financing Documents or implied therefrom, are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the Financing Documents and the issuance, execution, sale and delivery of the Bonds.

ARTICLE VI
PROJECT AND PROJECT REQUIREMENTS

6.01. Project Financing and Refinancing.

(a) The Issuer agrees, upon satisfaction of the conditions to the issuance of the Bonds contained herein to be satisfied by the College, to sell, issue and deliver the Bonds to the Bondholder.

(b) Reserved.

(c) Reserved.

6.02. Completion of the Project. In the event that the net proceeds of the Bonds are not sufficient to pay in full the redemption of the Prior Bonds and the Costs of Issuance, the College agrees to pay, for the benefit of the Issuer and the Bondholder, all such sums as may be in excess of the net proceeds of the Bonds on the Closing Date to accomplish the redemption in full of the Prior Bonds and the payment of the Costs of Issuance.

6.03. Reserved.

6.04. Maintenance, Repair and Replacement. The College agrees that, throughout the term hereof, it shall, at its own expense, hold, operate and maintain the Facility in a careful,

prudent and economical manner, and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, reasonable wear and tear excepted, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the Facility may be properly and advantageously conducted.

The College further agrees that it shall pay at its own expense all ordinary and extraordinary costs of maintaining, repairing and replacing the Facility except insofar as funds are made available therefor from proceeds of insurance, condemnation or eminent domain awards.

6.05. Government Requirements. The College shall comply with (i) all Governmental Requirements with respect to the Facility, or any part thereof, and the construction, operation, maintenance, repair and replacement thereof which, if not complied with, could adversely affect the College, its operations or financial condition or the Facility in any material respect and (ii) any requirement of an insurance company writing insurance thereon irrespective of the nature of the work required to be done, extraordinary as well as ordinary and foreseen as well as unforeseen. Anything contained in this Section 6.05 to the contrary notwithstanding, the College shall have the right to contest the validity of any Governmental Requirement or the application thereof at the College's sole cost and expense. During such contest, compliance with any such contested Governmental Requirement may be deferred by the College, provided that prior to commencing any action or proceeding, administrative or judicial, contesting such Governmental Requirement the College shall notify the Issuer and the Bondholder of the College's intention to contest such Governmental Requirement and, if the Bondholder or the Issuer requests, shall furnish to the Issuer or the Bondholder, as applicable, a surety bond, money or other security, reasonably satisfactory to the Issuer or the Bondholder, as applicable, securing compliance with the contested Governmental Requirement and payment of all interest, penalties, fines, fees and expenses resulting from or in connection with such contest or the failure of the College to comply with the contested Governmental Requirement. Any such action or proceeding instituted by the College shall be commenced as soon as is reasonably possible after the assertion of the applicability to the Property of the College or any part thereof of the contested Governmental Requirement by a governmental authority, and shall be prosecuted to final adjudication or other final disposition with reasonable dispatch. Notwithstanding the furnishing of any bond, deposit or other security, the College promptly shall comply with any such Governmental Requirement and compliance shall not be deferred if at the time any Property of the College, or any part thereof, to which such contested Governmental Requirement relates, would in the reasonable judgment of the Bondholder be in substantial danger by reason of the College's noncompliance with such Governmental Requirement of being sold, attached, forfeited, foreclosed, transferred, conveyed, assigned or otherwise subjected to any proceeding, equitable remedy, Lien, charge, fee or penalty that would materially impair the ability of (i) the Issuer to fulfill the terms of any covenants or perform any of its Obligations hereunder; or (ii) the College to fulfill the terms of any covenants or perform any of its Obligations hereunder.

6.06. Warranty of Title; Utilities and Access.

(a) The College hereby warrants, represents and covenants to the Issuer and the Bondholder that (i) it has good and marketable title to or a leasehold interest in the Land and title to the Improvements and Equipment, free and clear of all Liens, except Permitted

Encumbrances, so as to permit it to have quiet enjoyment and use thereof for the purposes hereof and the College's programs and (ii) the College has such rights of way, easements or other rights in land as may be reasonably necessary for ingress and egress to and from its real Property for proper operation and utilization of the Facility and for utilities required to serve the Facility, together with such rights of way, easements or other rights in, to and over land as may be necessary for construction, use and operation by the College of the Facility.

(b) The College warrants, represents and covenants that its Property (i) is and will be serviced by all necessary utilities (including, to the extent applicable, without limitation, electricity, gas, water, sewer, steam, heating, air-conditioning and ventilation) and (ii) to the extent applicable, has and will have its own separate and independent means of access, apart from any other property owned by the College or others; provided, however, that such access may be through common roads or walks owned by the College used also for other parcels owned by the College.

ARTICLE VII REPRESENTATIONS AND COVENANTS; FINANCIAL OBLIGATIONS

7.01. Representations and Covenants by Issuer. The Issuer represents and warrants to the Bondholder and the College as follows:

(i) The Issuer is a local development corporation, duly created and established and validly existing pursuant to the Act.

(ii) The Issuer has all requisite legal right, power and authority to: (A) adopt the Resolution and perform its obligations thereunder, (B) execute and deliver this Bond Purchase and Loan Agreement and perform its obligations under this Bond Purchase and Loan Agreement, (C) execute, issue, sell and deliver the Bonds, and (D) consummate the transactions to which the Issuer is or is to be a party as contemplated by the Resolution, this Bond Purchase and Loan Agreement and the Bonds.

(iii) The Issuer has duly authorized by all necessary actions: (A) the adoption of the Resolution and performance of its obligations thereunder, (B) the execution and delivery of this Bond Purchase and Loan Agreement and performance of its obligations under this Bond Purchase and Loan Agreement, (C) the execution, issuance, sale and delivery of the Bonds and (D) the consummation of the transactions to which the Issuer is or is to be a party as contemplated by the Resolution, this Bond Purchase and Loan Agreement and the Bonds and such authorized acts do not and will not in any material respect conflict with, or constitute on the part of the Issuer a breach of or default under, any agreement or other instrument to which the Issuer is a party or any existing law, administrative regulation, judgment, order, decree or ruling by which the Issuer is bound or to which it is subject.

(iv) The Resolution constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; this Bond Purchase and Loan Agreement, when duly executed and delivered, will constitute a legal, valid and binding special obligation of the Issuer enforceable in accordance with its terms; and the Bonds, when

delivered to and paid for by the Bondholder on the Closing Date in accordance with the provisions hereof, will constitute legal, valid and binding special obligations of the Issuer, enforceable in accordance with their terms and in conformity with, and entitled to the benefits of the provisions of, the Act, the Resolution and the Bond Purchase and Loan Agreement.

(v) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with the execution, issuance, delivery or sale of the Bonds under the Resolution and this Bond Purchase and Loan Agreement have been duly obtained and are in full force and effect, except for such approvals, consents and other actions as may be required under the blue sky or other securities Laws of any state or other jurisdiction of the United States in connection with the offering and sale of the Bonds.

(vi) The Issuer is not now in default under, and the adoption of the Resolution and the execution and delivery of this Bond Purchase and Loan Agreement and the Bonds will not conflict with or constitute a breach of, any agreement or other instrument to which it is a party or any existing administrative regulation, judgment, order, decree, ruling or other law by which it is bound or subject, which breach or default is material to the transactions contemplated hereby and by the Resolution, the Bond Purchase and Loan Agreement and the Bonds; and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute, under any such instrument or law, such a breach or default material to such transactions.

(vii) No action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency or body, is pending or, to the best knowledge of the Issuer, overtly threatened against or affecting the Issuer to restrain or enjoin the execution, issuance, sale or delivery of the Bonds or the proceedings or authority under which the Bonds are to be issued, or contesting the legal existence of the Issuer, the title of any of its members or officers to their respective offices or, wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (A) the transactions contemplated hereby and by the Resolution and the Bonds, (B) the validity of the Resolution, this Bond Purchase and Loan Agreement, the Bonds or any agreement or instrument to which the Issuer is a party and which is used or is contemplated for use in the consummation of the transactions contemplated hereby and by the Resolution and the Bonds, or (C) the exemption of the Bonds from taxation as set forth in the approving opinion of Bond Counsel.

7.02. Representations and Covenants by Bondholder. The Bondholder hereby agrees with and represents to the Issuer that:

(i) The Bondholder is a national banking association, duly authorized and validly existing under the Laws of the United States of America.

(ii) The Bondholder has duly authorized the execution, delivery and performance of this Bond Purchase and Loan Agreement. This Bond Purchase and Loan Agreement, when executed and delivered by the Bondholder, shall constitute a legal, valid and binding obligation of the Bondholder enforceable in accordance with its terms.

(iii) The Bondholder is a Qualified Institutional Buyer and is purchasing the Bonds for its own account or for the account of an affiliate or a related entity and not for the account of others other than an affiliate or a related entity and without a present view to, or for, resale or redistribution to other Persons; however, the Bondholder shall have the right to resell the Bonds to another Qualified Institutional Buyer in accordance with the applicable rules and regulations of the Securities and Exchange Commission.

(iv) The Bondholder has not offered the Bonds for resale and presently has no arrangement, written or oral, with any Person for the distribution, transfer or resale of the Bonds other than to an affiliate or a related entity, and, in the event of any such transfer or resale to any other Qualified Institutional Buyer, the Bondholder will comply in all respects with the securities Laws of the United States, the State and any other state of the United States (including the District of Columbia), to the extent then applicable, and in that regard will make or cause to be made to any prospective purchaser or transferee such disclosures with respect to the affairs and condition, financial or otherwise, of the College and the Issuer as may be then required or reasonably appropriate under the circumstances.

(v) The Bondholder has had an opportunity to make such investigations and has had access to such information concerning the affairs and condition, financial or otherwise, of the Issuer and the College in connection with and as a basis for the purchase of the Bonds as the Bondholder deems necessary under the circumstances, and in that connection, the Bondholder acknowledges that neither the Issuer nor Bond Counsel has made any investigation or inquiry with respect to the affairs and condition, financial or otherwise, of the College except, with respect to Bond Counsel, to the extent necessary to render its opinion; and that neither the Issuer nor Bond Counsel has made or does make any representation to the Bondholder with respect to the adequacy, sufficiency or accuracy of any financial statements or other information provided to the Bondholder with respect to the ability of the College to pay the Bonds or fulfill its other Obligations with respect to the transactions contemplated in connection therewith; and that Bond Counsel has not made any investigation or inquiry with respect to the affairs and condition, financial or otherwise, of the Issuer except to the extent necessary to render its opinion.

(vi) The Bondholder has determined that it does not require a private placement memorandum or other disclosure document in connection with the sale of the Bonds by the Issuer to the Bondholder in accordance with this Bond Purchase and Loan Agreement.

7.03. Representations and Covenants by College. The College represents and covenants to the Bondholder and the Issuer:

(i) The College (i) is an education corporation duly organized, validly existing and in good standing under the Laws of the State, (ii) it is an Exempt Organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, and is not a “private foundation,” as such term is defined under Section 509(a) of the Code, (iii) it has received a letter or other notification from the Internal Revenue Service to that effect, (iv) such letter or other notification has not been modified, limited or revoked, (v) it is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification, (vi) the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist, and (vii) it is exempt from federal income taxes under Section 501(a) of the Code except for unrelated business income subject to the taxation under Section 511 of the Code.

(ii) The College covenants that (a) it shall not perform any act or enter into any agreement which shall adversely affect such federal income tax status and shall conduct its operations in the manner which will conform to the standards necessary to qualify the College as an organization within the meaning of Section 501(c)(3) of the Code or any successor provision of federal income tax law, and (b) it shall not perform any act, enter into any agreement or use or permit the Facility to be used in any manner, or for any trade or business or other non-exempt use unrelated to the purposes of the College, which could adversely affect the exclusion of interest on the Bonds from federal gross income pursuant to Section 103 of the Code.

(iii) The College has full legal right, power and authority to execute, deliver and perform its Obligations hereunder and under any other documents contemplated hereby (collectively, the “**College Documents**”) and to incur the indebtedness hereunder in the manner and to the extent provided herein.

(iv) The College has duly authorized the execution, delivery and performance of each of the College Documents. The College Documents, when executed and delivered by the College, shall constitute legal, valid and binding obligations of the College enforceable in accordance with their respective terms.

(v) There is no action, suit, proceeding or investigation at law or in equity pending or, to the knowledge of the College, threatened in any court or before any administrative body, either state or federal, calling into question the creation, organization or existence of the College, the College’s right or authority to exercise any of its powers, the validity of the College Documents or the Issuer of the College to execute, deliver or perform any of the College Documents, or any other matter wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of any of the College Documents.

(vi) The College has not taken or omitted to take and will not take or omit to take any action which will in any way result in the Bond Proceeds being applied in a manner other than as described herein.

(vii) The College will take all action and do all things that it is authorized by law to take and do in order to perform and observe all covenants and agreements on its part to be performed and observed under the College Documents.

(viii) The College will execute, acknowledge, when appropriate, and deliver from time to time at the request of the Bondholder such instruments and documents as, in the reasonable opinion of the Bondholder, are necessary or desirable to carry out the intent and purpose of this Bond Purchase and Loan Agreement.

(ix) The College repeats, confirms and incorporates by reference herein, with the same effect as if set forth herein in full, all the representations and covenants made by it in the Tax Regulatory Agreement, each of which is true and accurate in all material respects.

(x) The College is not currently in breach of, and neither the execution and delivery of the College Documents and all other documents contemplated thereby nor the issuance, execution and delivery of the Bonds nor the consummation of the transactions contemplated by the College Documents and all other documents contemplated thereby nor the fulfillment of or compliance with the provisions of the Bonds or any of the other College Documents and all other documents contemplated thereby will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, of any other law or ordinance of the State or any political subdivision thereof, of the Organizational Documents, as amended, of the College or of any corporate restriction or any agreement or instrument to which the College is a party or by which it or its Property is bound.

(xi) The College, whenever requested by the Issuer or the Bondholder, shall provide and certify or cause to be provided and certified: (i) such information concerning its finances and other related topics and agree whenever requested by Issuer to provide and certify or cause to be provided and certified such information concerning the College its finances, operations, employment and affairs necessary to enable the Issuer to make any report required by law, governmental regulation including, without limitation, any reports required by the Act or the Public Authorities Accountability Act of 2005, or the Public Authorities Reform Act of 2009, as amended from time to time, or any of the Issuer Documents or College Documents, or any other reports required by the New York State Authority Budget Office or the Office of the State Comptroller, and submit such information within thirty (30) days following written request from the Issuer; and (ii) such additional information as the Issuer from time to time reasonably considers necessary or desirable to enable it to make any reports or obtain any approvals required by law, governmental regulation or the Resolution in order to issue the Bonds or to effect any of the transactions contemplated hereby or by the Resolution.

(xii) The College has delivered to the Bondholder audited consolidated financial statements of the College as at and for the most recently audited Fiscal Year then ended, audited by Grant Thornton LLP or any other independent public accountants of nationally recognized standing acceptable to the Bondholder (the “**Submitted Financial Statements**”). Such Submitted Financial Statements are true and correct, have

been prepared in accordance with generally accepted accounting principles (except as identified in the footnotes to the audited financial statements), consistently applied, and fairly present the financial condition, results of operations and cash flows of the College at such date and for such period on a consolidated basis. Since the date of the Submitted Financial Statements, there has been no material adverse change in the business, properties, condition (financial or otherwise) or operations, present or prospective, of the College nor any increase in its Indebtedness which has not been disclosed to the Bondholder in writing. No fact is known to the College which materially and adversely affects or in the future could reasonably be expected to (so far as it can reasonably foresee) materially and adversely affect the business, assets or liabilities, financial condition, results of operations or business prospects of the College which has not been set forth in such Submitted Financial Statements. There are no outstanding or unpaid judgments in excess of \$1,000,000 against the College or any Subsidiary thereof. Except as previously disclosed in writing to the Bondholder, the College has not incurred any Material Debt since the date of the Submitted Financial Statements.

(xiii) The College (i) is duly authorized and licensed to operate its business under the laws, rulings, regulations and ordinances of the United States of America, the State and the departments, agencies and political subdivisions thereof, and (ii) has obtained all requisite approvals of the State, of federal, regional and local governmental bodies or other third Persons required to be obtained for the operation of, its respective business and the execution, delivery and performance of this Agreement and the College Documents to which it is a party. The College is not in violation of any applicable federal, state and local zoning, subdivision, environmental, pollution control, educational or other laws, rules, regulations, codes and ordinances which violation would not, in the aggregate, have a Material Adverse Effect on the financial condition or operations of the College or the validity or enforceability against the College of this Agreement or any of the College Documents to which it is a party.

(xiv) Other than Permitted Encumbrances the College and its Subsidiaries have good and marketable title to their respective real properties (other than properties which they lease) and good title to all of their other property and assets (other than properties and assets disposed of in the ordinary course of business), subject to no lien of any kind, except those Liens specifically permitted under this Agreement.

(xv) The College's Obligations under this Agreement and the Bonds are absolute and unconditional unsecured obligations of the College on parity with all of the College's unsecured, general obligations and the Parity Debt.

(xvi) The College is chartered by the New York State Department of Education.

(xvii) The primary direct or indirect business of the College and its Subsidiaries is post-secondary education or higher education related business.

(xviii) The College is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its respective business and the ownership of its

respective property except such noncompliances as would not, in the aggregate, materially and adversely affect the financial condition or operations of the College, or the validity or enforceability against the College of this Agreement or against the College of any of the College Documents to which it is a party.

(xix) Each Plan is in compliance in all material respects with ERISA and the Code; no Reportable Event has occurred with respect to any Plan; no Plan is insolvent or in reorganization; no Plan has an Unfunded Current Liability; and no Plan has an accumulated or waived funding deficiency or permitted decreases in its funding standard within the meaning of Section 412 of the Code; neither the College nor any Subsidiary of the College nor any ERISA Affiliate has incurred any material liability to or on account of a Plan pursuant to Section 409, 502(i), 502(1), 515, 4062, 4063, 4064, 4068, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code or expects to incur any liability under any of the foregoing Sections with respect to any Plan; no proceedings have been instituted to terminate any Plan; no condition exists which presents a material risk to the College or any Subsidiary of the College or any ERISA Affiliate of incurring a liability to or on account of a Plan pursuant to the foregoing provisions of ERISA and the Code; no lien imposed under the Code or ERISA on the assets of the College or any subsidiary of the College or any ERISA Affiliate exists or is likely to arise on account of any Plan; and the College and its Subsidiaries may terminate contributions to any other employee benefit plans maintained by them without incurring any material liability to any person interested therein.

(xx) Except as described in writing to the Bondholder and the Issuer as set forth in Schedule A attached hereto, (i) the existing facilities of the College and its Subsidiaries and any other properties now owned or leased by the College and its Subsidiaries and the operations conducted thereon have not violated do not violate any applicable Environmental Laws; (ii) the existing facilities of the College and its Subsidiaries and any other properties now owned or leased by the College and its Subsidiaries and the operations conducted by the College and its Subsidiaries are not subject to any existing, pending or threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws; (iii) the properties previously owned or leased by the College and its Subsidiaries and the operations conducted thereon were not, to the best knowledge of the College during any period of ownership or tenancy by the College and any Subsidiary thereof, in violation of any Environmental Laws, or subject to any existing, pending or threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws; (iv) all notices, permits, licenses or similar authorizations, if any, required to be obtained or to be filed in connection with the use of the existing facilities of the College and its Subsidiaries or any other properties now owned or leased by the College and any Subsidiary thereof, including without limitation, past or present treatment, storage, disposal or release of any Hazardous Materials into the environment, have been obtained or filed; (v) all Hazardous Materials generated by or on the existing facilities of the College and its Subsidiaries or any other properties now owned or leased by the College and any Subsidiary thereof in the past have been and shall continue to be transported, treated and disposed of in full compliance with all applicable Environmental Laws; (vi) all Hazardous Materials generated by or on any properties previously owned

or leased by the College and any Subsidiary thereof in the past have during such period of ownership or tenancy by the College or any Subsidiary thereof, to the best knowledge of the College, been transported, treated and disposed of in full compliance with all applicable Environmental Laws; (vii) there has been no Release of Hazardous Materials on or to the existing facilities of the College or its Subsidiaries or any other properties now owned or leased by the College or any Subsidiary thereof, except in compliance with all Environmental Laws or as otherwise disclosed to the Bank in writing; (viii) to the best knowledge of the College, no Hazardous Materials have been disposed of or otherwise released on or to the properties previously owned or leased by the College and any Subsidiary thereof during any period of ownership or tenancy by the College and any Subsidiary thereof, except in compliance with all Environmental Laws; (ix) the College and its Subsidiaries have no contingent liability in connection with any Release of any Hazardous Material into the environment; and (x) the uses which the College and its Subsidiaries makes or intends to make of the existing facilities of the College and its Subsidiaries or any other properties owned or leased by the College and any Subsidiary thereof, including the Release of any Hazardous Materials, will not result in any violation of any Environmental Laws.

(xxi) The College is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any amount advanced by the Bank hereunder will be used to purchase or carry any such margin stock or extend credit to others for the purpose of purchasing or carrying any such margin stock.

7.04. Financial Obligations.

(a) The College hereby unconditionally agrees to pay, or cause to be paid, to or upon the order of the Issuer, from its general funds or any other money legally available to it:

(i) On or before the date of delivery of the Bonds, the Issuer Fee agreed to by the Issuer and the College in connection with issuance of the Bonds;

(ii) On or before the date of delivery of the Bonds, such amount, if any, as is required, in addition to the proceeds of the Bonds available therefore, to pay the Costs of Issuance of the Bonds;

(iii) On each Debt Service Payment Date, the interest due on the Bonds on such Debt Service Payment Date;

(iv) On each Debt Service Payment Date the principal due on such Debt Service Payment Date as shown in Exhibit C hereto;

(v) On January 1 of each Bond Year, commencing on the Closing Date the Annual Administrative Fee;

(vi) Promptly after notice from the Issuer, but in any event not later than fifteen (15) days after such notice is given, the amount set forth in such notice as payable

to the Issuer (i) to reimburse the Issuer for payments made by it pursuant to paragraph (d) of this Section 7.04 or Section 7.10 and any expenses or liabilities incurred by the Issuer pursuant to Sections 7.12 or 7.16 hereof, (ii) to reimburse the Issuer for any external costs or expenses incurred by it attributable to the issuance of the Bonds or the financing or construction of the Facility, including, but not limited to, costs and expenses of insurance and auditing, and (iii) for the costs and expenses incurred by the Issuer to compel full and punctual performance by the College of all the provisions hereof in accordance with the terms hereof and thereof;

(vii) Immediately upon declaration by the Bondholder, all amounts required to be paid by the College as a result of an acceleration pursuant to Section 8.02 hereof;

(viii) Promptly upon demand by the Issuer, the difference between the amount on deposit in the Arbitrage Rebate Fund or otherwise available therefor for the payment of any rebate required by the Code to be made and the amount required to be rebated to the Department of the Treasury of the United States of America in accordance with the Code in connection with the Bonds; and

(ix) To the extent not otherwise set forth in this Section 7.04(a), including without limitation, in the event of any insufficiency, any amounts necessary to pay the principal or redemption price, if any, of, and interest on, the Bonds, on the dates, in the amounts, at the times and in the manner provided herein, whether at maturity, upon acceleration, redemption or otherwise.

The Issuer hereby irrevocably directs the College, and the College hereby agrees to make: (1) the payments required by subparagraphs (iii), (iv), (vii), (viii) and (ix) of this paragraph (a), directly to the Bondholder for application in accordance herewith; (2) the payments required by subparagraph (ii) of this paragraph (a) directly to the Bondholder for deposit in the Cost of Issuance Fund; and (3) the payments required by subparagraphs (i), (v) and (vi) of this paragraph (a) directly to the Issuer.

(b) The College hereby unconditionally agrees to pay, or cause to be paid, to or upon the order of the Bondholder, from its general funds or any other money legally available to it:

(i) All amounts payable by the College to the Bondholder pursuant to Section 3.04 hereof and any other costs and fees pursuant to Section 5.02(b) hereof;

(ii) Promptly after notice from the Bondholder, but in any event not later than fifteen (15) days after such notice is given, the amount set forth in such notice as payable to the Bondholder (i) to reimburse the Bondholder for payments made by it pursuant to paragraph (d) of this Section 7.04 or Section 7.10 and any expenses or liabilities incurred by the Bondholder pursuant to Sections 7.12 or 7.16 hereof, (ii) to reimburse the Bondholder for any external costs or expenses incurred by it attributable to the issuance of the Bonds or the financing or construction of the Facility, including, but not limited to, costs and expenses of insurance and auditing, and (iii) for the costs and expenses incurred by the Bondholder to compel full and punctual performance by the College of all the provisions hereof in accordance with the terms hereof and thereof.

(c) The Obligations of the College to make payments or cause the same to be made hereunder shall be absolute and unconditional and the amount, manner and time of making such payments shall not be decreased, abated, postponed or delayed for any cause or by reason of the happening or non-happening of any event, irrespective of any defense or any right of set-off, recoupment or counterclaim which the College may otherwise have against the Issuer, the Bondholder or any Holder of a Bond for any cause whatsoever including, without limiting the generality of the foregoing, failure of the College to occupy or use the Facility, any declaration or finding that the Bonds are or the Resolution is invalid or unenforceable or any other failure or default by the Issuer or the Bondholder; *provided, however*, that in the event the Issuer or the Bondholder, as applicable, shall fail to perform any of its respective agreements, duties or obligations, the College may institute such action as it may deem necessary to compel performance or recover damages for non-performance.

(d) The Issuer and the Bondholder shall have the right in their respective sole discretion to make on behalf of the College any payment required pursuant to this Section which has not been made by the College when due; provided, however, that no payments shall be made by the Issuer or the Bondholder until any applicable notice and cure periods shall have expired as set forth herein. No such payment by the Issuer or the Bondholder shall limit, impair or otherwise affect the rights of the Issuer or the Bondholder under Section 8.02 hereof arising out of the College's failure to make such payment and no payment by the Issuer or the Bondholder shall be construed to be a waiver of any such right or of the obligation of the College to make such payment. The Bondholder and the Issuer hereby agree to make reasonable efforts to consult with each other prior to making any payments under this paragraph (d).

(e) For so long as any Obligations are owed to the Bank, the College shall maintain its primary operating account with the Bank.

7.05. Maintenance of Corporate Existence. The College covenants that it will: (i) maintain its corporate existence, (ii) continue to operate as an Exempt Organization and an educational institution, (iii) obtain, maintain and keep in full force and effect such governmental approvals, consents, licenses, permits and accreditation as may be necessary for it to continue to so operate, (iv) not dissolve or otherwise dispose of all or substantially all of its assets (other than the sale of obsolete or worn-out equipment sold in the ordinary course of business) or consolidate with or merge into another person or entity or permit one or more persons or entities to consolidate with or merge into it.

7.06. Securities Act Status. The College represents that it is an Exempt Organization organized and operated: (i) exclusively for educational, benevolent or charitable purposes, (ii) not for pecuniary profit, and (iii) no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. The College agrees that it shall not perform any act or enter into any agreement which shall adversely affect such status as set forth in clauses (i), (ii) and (iii) of this Section.

7.07. Use, Control and Sale of the Facility and Property. Subject to the rights, duties and remedies of the Issuer and the Bondholder hereunder, the College shall have sole and

exclusive control and possession of and responsibility for the Facility, the supervision of the activities conducted therein or in connection with any part thereof, and the maintenance, repair and replacement of the Facility; *provided, however*, that, except as otherwise limited hereby, the foregoing shall not prohibit the use of the Facility by persons other than the College if, in the opinion of Bond Counsel, such use will not cause interest on the Bonds to be included in the gross income of the owners of the Bonds for purposes of federal income taxation. The College covenants that it will not transfer, sell or convey the Facility or any part thereof or interest therein, including development rights, irrespective of whether such transfer, sale or conveyance is for fair market value or otherwise (other than, in any case, the sale of obsolete or worn-out equipment sold in the ordinary course of business). The College will cause all its respective Properties used or useful in the conduct of its business to be maintained and kept in good condition, repair, and working order, ordinary wear and tear and obsolescence excepted, and supplied with all necessary equipment. The College will make or cause to be made all necessary repairs, renewals, replacements, betterments, and improvements thereof, as may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times.

7.08. Compliance with Laws. The College shall comply in all material respects with all laws, rules and regulations (including, without limitation, any laws relating to the protection of persons or the environment or ERISA and the rules and regulations thereunder), and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject; *provided, however*, that the College may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto, so long as such acts do not affect the College's power and authority to execute this Agreement, to perform its obligations and pay all amounts payable by it hereunder, or the College's power and authority to execute and deliver the College Documents and to perform its respective obligations thereunder.

7.09. Environmental Review and Historic Preservation. For the purpose of assisting the Issuer in making any findings or determinations which might be required by (i) Article 8 of the New York Environmental Conservation Law and the regulations promulgated thereunder (collectively, "**SEQR**") or (ii) the New York State Historic Preservation Act of 1980 and the regulations promulgated thereunder (collectively, the "**Preservation Act**"), the College agrees as follows:

- (a) it has prepared and will prepare such documents, if any, as the Issuer or other governmental body having primary responsibility under SEQR or the Preservation Act determines are required by SEQR or the Preservation Act, in such form and containing such information in such detail as the Issuer or such other governmental body determines is required by SEQR or the Preservation Act, which documents are or shall be accurate in all material respects; and
- (b) it has reviewed either:
 - (i) the determination of the Issuer or other governmental body having primary responsibility under SEQRA relative to the Facility to the effect that the Facility will not have a significant adverse impact on the environment; or

(ii) the written findings by the Issuer or other governmental body having primary responsibility under SEQRA relative to the Facility that:

- (A) consistent with social, economic and other considerations of State policy, all practicable means have been and will be taken with respect to the Facility to minimize or avoid adverse environmental effects; and
- (B) all practicable means will be taken with respect to the Facility to minimize or avoid adverse environmental effects;

(c) it will in all respects undertake the Facility in a manner consistent with the findings or determination of the Issuer or other governmental body having primary responsibility under SEQRA relative to the Facility; and

(d) if the Issuer determines that any action is required to be taken in connection with any component of the Facility pursuant to the Preservation Act, then prior to the expenditure of bond proceeds for that component, the provisions of the Preservation Act shall have been complied with.

7.10. Covenant as to Insurance.

(a) The College agrees to maintain or cause to be maintained with insurance companies insurance of such type, against such risks and in such amounts as are customarily carried by Colleges located in the State of a nature similar to that of the College, which insurance shall include property damage, fire and extended coverage, public liability and property damage liability insurance in amounts estimated to indemnify the reasonably anticipated damage, loss or liability, subject to reasonable deductible provisions, all as more particularly described in Schedule C attached hereto and made a part hereof. The College shall at all times also maintain worker's compensation coverage and disability benefits insurance coverage as required by the Laws of the State.

(b) The College shall furnish to the Issuer and the Bondholder annually any certificates of workers' compensation insurance and disability benefits insurance coverage required by the New York State Workers' Compensation Board.

(c) If the Issuer or the Bondholder shall so request in writing, the College shall provide to the Issuer or the Bondholder, as applicable, summaries or other evidence of its insurance coverage and shall obtain endorsements reasonably requested by the Issuer or the Bondholder.

7.11. Damage or Condemnation. In the event of a taking of the Facility or any portion thereof by eminent domain or by condemnation, damage or destruction affecting all or part of the Facility, then and in such event proceeds of any insurance, condemnation or eminent domain award shall, if in excess of \$500,000, be paid upon receipt thereof by the College or the Issuer to the Bondholder for deposit in the Renewal Fund established in connection with the Project, and

(a) if within one hundred twenty (120) days from the receipt by the Issuer of actual notice or knowledge of the occurrence, the College and the Bondholder agree in writing, with a copy to the Issuer, that the Facility or the affected portion thereof shall be repaired, replaced or restored, the College shall proceed to repair, replace or restore the Facility or the affected portion thereof, including all fixtures, furniture, equipment and effects, to its original condition insofar as commercially possible with such changes and additions as shall be appropriate to the needs of the College and approved in writing by the Bondholder and the Issuer, such approval not to be unreasonably withheld or delayed. The funds required for such repair, replacement or restoration shall be paid from time to time as the work progresses, subject to such conditions and limitations as the Bondholder may reasonably impose, from the proceeds of insurance, condemnation or eminent domain awards received by reason of such occurrence and, to the extent such proceeds are not sufficient, from funds to be provided by the College; or

(b) if no agreement for the repair, restoration or replacement of the Facility or the affected portion thereof shall be reached by the Issuer and the Bondholder within such one hundred twenty (120) day period, the proceeds then held by the College shall be paid to the Bondholder for the redemption of the Bonds in accordance with Section 3.04(c) hereof and the proceeds then held in the Renewal Fund shall be applied to the redemption of Outstanding Bonds in accordance with Section 3.04(c) hereof.

7.12. Taxes and Assessments. The College shall pay when due without penalty at its own expense, and hold the Issuer and the Bondholder harmless from, all taxes, assessments, water and sewer charges and other impositions, if any, which may be levied or assessed upon the Facility or any part thereof, and upon all ordinary costs of operating, maintaining, renovating, repairing and replacing the Facility and its equipment. The College shall file exemption certificates as required by law. The College agrees to exhibit to the Issuer and the Bondholder within ten (10) days after written demand by the Issuer or the Bondholder, as applicable, certificates or receipts issued by the appropriate authority showing full payment of all taxes, assessments, water and sewer charges and other impositions; *provided, however*, that the good faith contest of such impositions shall be deemed to be complete compliance with the requirements hereof if the College sets aside such reserves as may be required by good accounting practices. Notwithstanding the foregoing, the Issuer or the Bondholder in their respective sole discretion, after notice in writing to the College, may pay (such payment shall be made under protest if so requested by the College) any such charges, taxes and assessments if, in the reasonable judgment of the Issuer or the Bondholder, the Facility or any part thereof, would be in substantial danger by reason of the College's failure to pay such charges, taxes and assessments of being sold, attached, forfeited, foreclosed, transferred, conveyed, assigned or otherwise subjected to any proceeding, equitable remedy, Lien, charge, fee or penalty that would impair: (i) the interests or security of the Issuer or the Bondholder hereunder; (ii) the ability of the Issuer or the Bondholder to enforce its rights thereunder; (iii) the ability of the Issuer to fulfill the terms of any covenants or perform any of its obligations hereunder or under the Resolution; or (iv) the ability of the College to fulfill the terms of the covenants or perform any of its obligations hereunder or under the Resolution. The College agrees to reimburse the Issuer or the Bondholder for any such payment, with interest thereon from the date payment was made by the Issuer or the Bondholder at a rate equal to the interest rate then in effect plus two percent (2%) on the date such payment was made by the Issuer or the Bondholder.

7.13. Reporting Requirements; Access to Records.

(a) *Reporting Requirements.* The College shall furnish or cause to be furnished to the Issuer, the Bondholder and such other persons as the Issuer may designate:

(i) annually, within one hundred fifty (150) days after the end of the College's Fiscal Year, (i) a copy of the annual audited financial statements of the College for such Fiscal Year, including therein without limitation, a balance sheet as of the end of such Fiscal Year, a statement of changes in net assets and a statement of activities for such Fiscal Year or such other financial statements then required in accordance with generally accepted accounting principles applicable to the College audited by a firm of independent public accountants of recognized standing as may be reasonably acceptable to the Issuer and the Bondholder, (ii) a copy of any management letter or other communication prepared by the auditors, (iii) a certificate or other instrument signed by an Authorized Officer of the College stating whether an Event of Default, or to the best of the Authorized Officer's knowledge, an event that with the giving of notice or the passage of time or both would constitute such an Event of Default has occurred and is continuing and if such an Event of Default or such an event has occurred and is continuing a statement as to the nature thereof, (iv) a compliance certificate signed by an Authorized Officer of the College evidencing compliance with the covenants set forth in Section 7.17(a) (b) and (e) in such form as the Bondholder may reasonably require, and (v) if such an Event of Default or such an event has occurred and is continuing a certificate of an Authorized Officer of the College setting forth the action that the College proposes to take with respect;

(ii) within ninety (90) days after the second fiscal calendar quarter ends, internally-prepared financial statements;

(iii) annually, the College's annual initial budget by May 31st for the upcoming Fiscal Year;

(iv) annually, the College shall submit by October 31st the admission statistics;

(v) The College shall provide to the Bank promptly, but in no event later than ten (10) Business Days, after any officer of the College obtains knowledge thereof, written notice (which shall include telecopy, tested telex or other electronic telecommunication) of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, pending or threatened against the College which if adversely determined with respect to the College would have a Material Adverse Effect on the College or the College's ability to conduct its business or to perform its obligations hereunder or under any of the College Documents to which it is a party.

(vi) immediate notice of breach of any covenants of the College set forth in this Bond Purchase and Loan Agreement;

(vii) such other information and notices respecting the business, property or the condition or operations, financial or otherwise, of the College as the Issuer or the

Bondholder may from time to time reasonably request (other than information the College is required by law to keep confidential).

(viii) As soon as possible and, in any event, within ten (10) Business Days after the College or any Subsidiary of the College or any ERISA Affiliate knows or has reason to know any of the following, the College shall deliver to the Bank a certificate of the chief financial officer of the College setting forth details as to such occurrence and such action, if any, which the College or such Subsidiary or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by any of the College, any such Subsidiary, the ERISA Affiliate, the PBGC, a Plan participant or the Plan administrator with respect thereto: (A) that a Reportable Event has occurred, (B) that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code with respect to a Plan, (C) that a Plan has been or may be terminated, reorganized, partitioned or declared insolvent under Title W of ERISA, (D) that a Plan has an Unfunded Current Liability giving rise to a lien under ERISA or the Code, (E) that proceedings may be or have been instituted to terminate a Plan, (F) that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan, or (G) that the College, any Subsidiary of the College or any ERISA Affiliate will or may incur any liability (including any contingent or secondary liability) to or on account of the termination of or withdrawal from a Plan under Sections 4062, 4063, 4064, 4068, 4069, 4201 or 4204 of ERISA or with respect to a Plan under Section 4971 or 4975 of the Code or Sections 409 or 502 (i) or 502 (1) of ERISA.

(ix) The College shall maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

(b) *Access to Records.* At any and all reasonable times and from time to time, permit the Issuer and the Bondholder, or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account (other than those books and records that by law must be treated as confidential) of, and visit the properties of the College and to discuss the affairs, finances and accounts of the College with any of their respective officers.

7.14. Arbitrage; Tax Exemption.

(a) Each of the College and the Issuer covenants that it shall take no action, nor shall it approve the Bondholder's taking any action or making any investment or use of the proceeds of Bonds, which would cause the Bonds or any Series of Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code, and any proposed or final regulations thereunder as are applicable to the Bonds at the time of such action, investment or use or otherwise cause interest on the Bonds to be included in the gross income of the owners thereof for purposes of federal income taxation. Neither the College nor any "related party" (as such term is defined in Section 1.150-1(b) of the Treasury Regulations) shall purchase any Bonds other than for

delivery to and cancellation by the Bondholder, unless the Bondholder shall receive an opinion of Bond Counsel to the effect that the purchase by the College or by a related person of Bonds will not cause interest on the Bonds to be included in the gross income of the owners of the Bonds for purposes of federal income taxation.

(b) The College covenants that it will not take any action or fail to take any action which would cause any representation or warranty of the College contained in a Tax Regulatory Agreement then to be untrue and shall comply with all covenants and agreements of the College contained in each Tax Regulatory Agreement, unless, in the opinion of Bond Counsel, taking or failing to take such action or failing to comply with its obligations under a Tax Regulatory Agreement would not adversely affect the exclusion of interest on any Bonds from gross income for federal income tax purposes.

(c) In the event that the Issuer is notified in writing that the Bonds or any transaction pertaining thereto is the subject of any Internal Revenue Service or Securities and Exchange Commission investigation, suit or order, it shall promptly give notice thereof to the College and the Bondholder. In the event that the College is notified in writing that the Bonds or any transaction pertaining thereto is the subject of any Internal Revenue Service or Securities and Exchange Commission investigation, suit or order, it shall promptly give notice thereof to the Issuer and the Bondholder. Upon the occurrence of such an event, the College, the Bondholder and the Issuer shall fully cooperate with one another and participate in all aspects of the conduct of the response thereto.

(d) The College has undertaken full responsibility for performing rebate calculations that may be required to be made from time to time with respect to the Bonds and they will retain, at the sole cost and expense of the College, an arbitrage rebate analyst reasonably acceptable to the Issuer and the Bondholder, to perform such calculations. The College shall provide copies of all rebate calculations prepared by such rebate analyst to the Issuer. The College and the Issuer shall retain in their respective possessions, so long as required by the Code, copies of all documents, reports and computations made by it in connection with the calculation of earnings and the rebate of all or a portion thereof to the Department of the Treasury of the United States of America, which shall be subject at all reasonable times to the inspection of the College or the Bondholder and their respective agents and representatives, any of whom may make copies thereof

7.15. Negative Covenants of College. The College agrees that so long as any Bond is Outstanding it will not, and will not permit any subsidiary, without the prior written consent of the Bondholder, to:

(a) *Borrowings.* Create, incur, assume or permit to exist any obligation (direct or contingent or under leases required to be capitalized) for borrowed money or the deferred purchase price of property or services, except:

- (i) as listed on Schedule B hereto;
- (ii) obligations with respect to the Bonds;
- (iii) as provided in Section 7.17(e).

(iv) obligations to the Bondholder.

(v) obligations of the College including leasing and trade debt assumed in the ordinary course of the College's business.

(b) *Reserved.*

(c) *Reserved.*

(d) *ERISA.* Permit any "employee pension benefit plan" (as defined in Section 3 of ERISA) maintained by it to (i) engage in any "prohibited transaction" (as defined in Section 4975 of the Internal Revenue Code of 1954, as amended), (ii) incur any "accumulated funding deficiency" (as defined in Section 302 of ERISA) whether or not waived, or (iii) terminate in a manner which could result in the imposition of a lien or encumbrance on the assets of the College or any subsidiary pursuant to Section 4068 of ERISA.

(e) *Mergers, Consolidations, Dissolutions or Sale of Assets.* Permit any acquisition, merger, consolidation, change in ownership, sale of any material assets (other than the sale of obsolete or worn-out equipment sold in the ordinary course of business) or dissolution of or by or involving the College, except in accordance with 7.05 hereof.

(f) *Reserved.*

(g) *Federal Reserve Regulations.* No proceeds of the Bonds shall be used by the College, directly or indirectly, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock. The College will not, directly or indirectly, otherwise take or permit to be taken any action which would result in the issuance of the Bonds or the carrying out of any of the other transactions contemplated by this Bond Purchase and Loan Agreement, being violative of Regulation U or of Regulation T (12 C.F.R. 220, as amended) or of Regulation X (12 C.F.R. 224, as amended) or any other regulation of the Board of Governors of the Federal Reserve System.

(h) *Official Statement.* The College shall not permit the marketing of any additional Indebtedness pursuant to any Official Statement or other offering document unless the Bank shall have approved in writing the description of the Bank contained in such document. Upon specific request of the College therefor in each instance, the Bank agrees to provide such information with respect to the Bank as may be reasonably requested by the College and required to enable the Issuer or the College to comply with applicable disclosure requirements for the Official Statement.

(i) *Disposition of Assets.* The College shall not liquidate or sell, lease or transfer or otherwise dispose of all or substantially all of its assets, whether now owned or hereinafter acquired, in any transaction or series of transactions other than those disposed of in the ordinary course of business and except in connection with the replacement of assets sold, by like assets.

(j) *Changes in Accounting Reporting Methods and/or Financial Statements.* The College shall provide to the Bank written notice of any change in material policies, rules or

procedures related to accounting reporting methods or change in the entries (or financial reporting thereunder) contained on any of the College's financing statements, other than simple numerical balance entry changes for period to period from business operations. The College shall provide such notice to the Bank within ten (10) Business Days after such change has been made. Upon such notice, the Bank shall have the right, in its reasonable discretion, to revise the covenants and security under this Agreement to reflect any such changes. The purpose of this Section 7.15(j) is to allow the Bank, to the extent possible, to maintain substantially equivalent financial covenants and security after any change by the College of its policies, rules or procedures related to accounting reporting methods and/or financial statements.

7.16. Indemnity by College. To the extent permitted by law, the College hereby releases and agrees to hold harmless and indemnify the Issuer and the Bondholder and their respective members, partners, officers, officials, counsel, consultants, agents and employees (collectively, the "**Indemnified Parties**") from and against all, and agrees that the Indemnified Parties shall not be liable for any, (i) liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and nature resulting from any action taken in accordance with, or permitted by, this Bond Purchase and Loan Agreement or the Resolution, or arising therefrom or incurred by reason therefor or arising from or incurred by reason of the financing or refinancing of the Facility, or (ii) loss or damage to property or any injury to or death of any or all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the presence on, in or about the premises of the Facility of any person; including in each case, without limiting the generality of the foregoing, causes of action and reasonable attorneys' fees and other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing and including any loss, damage or liability which may arise as a result of the negligence (but excluding any loss, damage or liability which may arise as a result of the gross negligence, willful misconduct or intentional misrepresentation) of any party so indemnified by the College, and to deliver at the request of the Issuer or the Bondholder any further instrument or instruments in form satisfactory to the Bondholder or such Authorized Officer of the Issuer as in the reasonable judgment of the Bondholder or such Authorized Officer of the Issuer may be necessary to effectuate more fully the provisions of this paragraph (a); *provided, however*, that the Issuer or the Bondholder, as applicable, and the College shall each if obtainable provide a waiver of rights of subrogation against the other in any insurance coverage obtained relating to the Facility; and, *provided further*, that the parties indemnified pursuant to this paragraph shall cooperate with the College in asserting any defense provided for pursuant to this sentence. The indemnity provided by this paragraph (a) shall be in addition to and not limited by any of the provisions of Section 7.10 or Section 7.12 hereof; *provided, however*, to the extent the Issuer or the Bondholder, as applicable, is fully indemnified for all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs, pursuant to such Sections, the Issuer or the Bondholder, as applicable, shall not be entitled to additional indemnification pursuant to this paragraph (a).

(b) In case any action shall be brought against one or more of the Indemnified Parties in respect of which indemnity may be sought against the College, the Indemnified Parties shall promptly notify the College in writing, and the College shall promptly assume the defense thereof, including the employment of counsel and the payment of all expenses; *provided, however*, that the College shall have the right to negotiate and consent to settlement but only so long as such settlement imposes no obligation on the Issuer or the Bondholder; and, *provided*,

further, that the Indemnified Parties shall cooperate with the College in asserting such defense and in reaching such settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized by the College or if the College has failed to promptly and adequately assume the defense of such claim.

7.17. Financial Maintenance Covenants.

The College agrees that so long as any Bond is outstanding, it will:

(a) *Maintenance of Rating.* The College shall be required to maintain a Senior Debt Rating by Moody's and S&P/Fitch of "Baa2" and "BBB" respectively or better.

(i) Failure to maintain the current credit ratings ("A2" by Moody's and "A" by Fitch) assigned to the long-term debt of Marist College will result in an increase in the interest rate on the Bonds by 10 basis points for each rating downgrade below either "A2" or "A".

(ii) If the rating is withdrawn or suspended for any reason when the Bonds are Outstanding, the interest rate on the Bonds shall increase by 100 basis points.

(b) For so long as the Series 2013B Bonds remain outstanding, the College will maintain, as of the end of each fiscal year and the last day of each second fiscal quarter of the College, a ratio of (i) Adjusted Unrestricted Liquid Assets to (ii) Funded Debt of not less than 0.45:1.00. The College may expend the funds and assets that are the subject of the covenant between testing dates without restriction other than the requirement that the College be in compliance with the covenant by the next testing date.

(c) *Computation of Financial Covenants.* All determinations as to amounts and classification of items under this Section 7.17 will be made in accordance with GAAP applied on a basis consistent with the financial statements furnished under Section 7.13 hereof. If the College has any subsidiaries, such determinations shall be made on a consolidated basis. All defined terms used in this Section and not defined herein are used as set forth in the College's financial statements.

(d) *Debt Service Coverage Ratio.* The College covenants that it shall maintain at all times a Debt Service Coverage Ratio of at least 1.0 so long as any of the Series 2012A Bonds or the Series 2013A Bonds are outstanding. Upon defeasance of the Series 2012A Bonds and the Series 2013A Bonds, the Debt Service Coverage Ratio covenant will be terminated and shall not be applicable to the Series 2016 Bonds. Compliance with the Debt Service Coverage Ratio covenant shall be tested annually commencing with the Fiscal Year ending June 30, 2016, on the basis of the College's audited financial statements.

(e) *Additional Indebtedness.* For so long as the 2012A Bonds and the 2013A Bonds remain outstanding, the College shall not incur any Long-Term Debt that results in (a) the Maximum Annual Debt Service on its outstanding Indebtedness, including the proposed Long-Term Debt exceeds 10% of the Unrestricted Operating Revenues as reflected in the College's most recent financial statements, and (b) the College maintains Debt Service Coverage of 1.0x on a pro-forma basis, including proposed Long-Term Debt.

7.18. Reinstatement of Obligations; Increased Payments. If and to the extent the Bondholder receives any payment with respect to the Obligations or this Agreement and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid by the Bondholder or paid over to a trustee, receiver, or any other entity, whether under any bankruptcy law or otherwise (any such payment is referred to as a "***Returned Payment***"), then this Bond Purchase and Loan Agreement shall continue to be effective or shall be reinstated, as the case may be, to the extent of such payment or repayment by the Bondholder, and the Obligations or part thereof intended to be satisfied by such Returned Payments shall be revived and continued in full force and effect as if the Returned Payment had not been made.

(a) The College agrees that if, because of any new law or regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive, or because of any change in any existing law, regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive, or in the interpretation thereof by any official authority, if having the force of law or in any other respect obligatory upon the Bank, including specifically but without limitation all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Bank of International Settlements, or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented, which comes into effect after the date of this Agreement:

(i) the Bank should, with respect to this Agreement, the Bonds or any transaction hereunder, be subject to any additional tax, charge, fee, deduction or withholding of any kind whatsoever, or

(ii) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions) should be imposed on the Bank with respect to this Agreement, the Bonds or any transactions hereunder or thereunder, or

(iii) any of the above-mentioned measures, should result in (A) any increase in the cost to the Bank of owning the Bonds or any transaction under this Agreement, or (B) any reduction in the amount of principal, interest or any fee receivable by the Bank in respect of the Bonds or this Agreement or of any transaction under this Agreement or (C) any reduction in the yield or rate of return of the Bank on the Bonds, to a level below that which the Bank could have achieved but for the adoption or modification of any such requirements,

then the College agrees to pay a fee to the Bank equal to such increased cost or reduction in yield or rate of return. In determining any such amounts, the Bank will act reasonably and in good faith, using averaging and attribution methods which are reasonable, and will notify the College within a reasonable period after it becomes aware of any such change. Such amount shall, to the extent permitted by law, be due and payable by the College to the Bank within thirty (30) days from the date the Bank makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof.

(b) (i) In the event a Determination of Taxability occurs, to the extent not payable to the Bank under the terms hereunder and the Bonds, the College hereby agrees to pay to the Bank, upon thirty (30) days written demand therefor (1) a fee amount equal to the difference between (A) the amount of interest that would have been paid to the Bank on the Bonds during the period (commencing on the Taxable Date) for which interest on the Bonds is included in the gross income of the Bank (the “**Taxable Period**”) if the Bonds had borne interest at the Taxable Rate during the Taxable Period, and (B) the amount of interest actually paid to the Bank during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Bank as a result of interest on the Bonds becoming included in the gross income of the Bank, together with any and all attorneys’ fees, court costs, or other out-of-pocket costs incurred by the Bank in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Bank shall afford the College the opportunity, at the College’s sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross income of the Bank or (2) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the College of its right to contest set forth in clause (ii) above, the College shall, on thirty (30) days written demand from the Bank, immediately reimburse the Bank for any and all expenses (including attorneys’ fees for services that may be required or desirable, as determined by the Bank in its sole discretion) that may be incurred by the Bank in connection with any such contest, and shall, on thirty (30) days written demand from the Bank, immediately reimburse the Bank for any and all penalties or other charges payable by the Bank for failure to include such interest in its gross income; and

(iv) The obligations of the College under this Section 7.18(c) shall survive the termination of this Agreement, the termination of any of the other Bond Documents, and the redemption or other payment in full of the Bonds.

(c) (i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as

provided in this subclause (ii) and shall, less interest actually paid to the Bank for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to the Bank of the entire Excess Interest Amount.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the College shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount.

(d) The obligations of the College under this Section shall survive the termination of this Agreement and the redemption or other payment in full of the Bonds.

7.19. Release of Prior Liens. The College shall discharge and release all Liens filed pursuant to the Prior Bonds within 45 days of Closing.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01. Events of Default. The following shall be Events of Default under this Bond Purchase and Loan Agreement:

(a) The principal or prepayment price of or interest on the Bonds or any amounts due under this Bond Purchase and Loan Agreement shall not be paid when due or payable; or

(b) Any representation or warranty made by (i) the Issuer herein or in the Tax Regulatory Agreement, or (ii) the College in the College Documents or any other instrument executed in connection herewith or therewith, or any other instrument executed in connection therewith shall prove to have been false or misleading in any material respect; or

(c) The failure by the Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Issuer by the Bondholder, *provided, however*, if such default is capable of being cured but cannot be cured within such thirty (30) day period, it shall not be an Event of Default if such default will not impair the security of any security for the Bonds if and so long as the Issuer diligently takes continuous appropriate corrective action to cure such default; or

(d) Other than as otherwise set forth in this Section 8.01, the failure by the College to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, *provided, however*, if such failure is in connection with any covenant, condition or agreement set forth in Sections 7.05, 7.09, 7.12, 7.15(d) or 7.16, such default shall not be an Event of Default hereunder until thirty (30) days after written notice, specifying such failure and requesting that it be remedied, has been given to the College by the Bondholder, *provided, however*, if such default is under Sections 7.05, 7.09 or 7.15(d) and is capable of being cured but cannot be cured within such thirty (30) day period, it shall not be an Event of Default if such default will not impair the security of any security for the Bonds if and so long

as the College, as the case may be, diligently takes continuous appropriate corrective action to cure such default; or

(e) The College shall have defaulted under any other agreement with the Bondholder; or

(f) An Act of Bankruptcy shall have occurred with respect to the College; *provided, however,* any Act of Bankruptcy shall not constitute an Event of Default if such proceeding is not filed or consented to by the College and is dismissed within sixty (60) days after the date of such Act of Bankruptcy; or

(g) the College denies that it has any liability or obligation under this Agreement or any College Document or a final and non-appealable order of a court or a final and non-appealable finding of a governmental agency having jurisdiction is entered to the effect that any payment provision of this Agreement or any College Document is not valid and binding on the College under applicable law; or

(h) any College Document or any material term thereof shall terminate or cease to be of full force and effect, other than as a result of any redemption in full of the Bonds or provision for such redemption in full in accordance with this Agreement; or

(i) a ruling, assessment, notice of deficiency or technical advice by the Internal Revenue Service shall be rendered to the effect that interest on the Bonds is includable in the gross income of the holder(s) or owner(s) of such Bonds and either (i) the Issuer or the College, after being notified by the Internal Revenue Service, or any such holder or owner of Bonds, as applicable, shall not challenge such ruling, assessment, notice or advice in a court of law during the period within which such challenge is permitted or (ii) a court of law shall make a determination, not subject to appeal or review by another court of law, that such ruling, assessment, notice or advice is correctly rendered; or

(j) there shall exist an accumulated funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code, whether or not waived, with respect to any Plan (other than a Multi-employer Plan) which results or could reasonably be expected to result in a Material Adverse Effect; (ii) there shall occur a Reportable Event with respect to any Plan (other than a Multi-employer Plan) which results or could reasonably be expected to result in a Material Adverse Effect; (iii) any liability to the PBGC shall be incurred by the College with respect to any Plan (other than a Multi-employer Plan) which results or could reasonably be expected to result in a Material Adverse Effect; or (iv) the College shall incur any withdrawal liability under Title IV of ERISA with respect to any Multi-employer Plan which results or could reasonably be expected to result in a Material Adverse Effect; or

(k) one or more non-interlocutory judgments, orders or decrees shall be entered against the College involving in the aggregate (existing at any one time for the College) a liability (not fully covered by independent third-party insurance) as to any single or related series of transactions, incidents or conditions, of \$1,000,000 or more, and the same shall remain unsatisfied following the entry of a final, nonappealable judgment for a period of sixty (60) days after the entry thereof; or

(l) any non-monetary judgment, order or decree shall be rendered against the College which results, or could reasonably be expected to result, in a Material Adverse Effect, and there shall be any period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(m) the College fails to make any payment in respect of any Material Debt when due (whether at scheduled maturity, by required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the document relating thereto on the date of such failure, or (ii) any Material Debt of the College shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; or

(n) any of Moody's, S&P or Fitch downgrades the Senior Debt Rating below "Baa2" with respect to Moody's or "BBB" in the case of S&P and Fitch, or withdraws or suspends its rating thereon; or

(o) an "event of default" as defined in the documents pursuant to which any Parity Debt has been issued has been declared and is continuing.

8.02. Remedies on Default.

(a) Whenever any Event of Default shall have occurred, the Bondholder may take, to the extent permitted by law, any one or more of the following remedial steps: (i) terminate its obligation to disburse the monies, (ii) declare the outstanding principal of and interest on the Bonds and all amounts payable to the Bondholder hereunder to be forthwith due and payable, whereupon the same shall become forthwith due and payable without protest, presentment, notice or demand, all of which are expressly waived by the Issuer and the College, or (iii) any other remedy available at law or in equity.

(b) Whenever any Event of Default with respect to obligations owed by the College to the Issuer hereunder shall have occurred, including, without limitation, those payment obligations as set forth in Sections 7.04(a)(i), (ii), (v), (vi) and (viii) hereof, but excluding those payment obligations set forth in Sections 7.04(a)(iii), (iv), (vii) and (ix) hereof, the Issuer may maintain an action against the College hereunder to recover any sums payable by the College or to require its compliance with the terms hereof for the benefit of the Issuer.

8.03. Remedies Cumulative. No failure or delay on the part of the Bondholder or the Issuer to exercise any of their respective rights and no course of dealing with respect to any such right shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any other remedies provided by law.

8.04. Notice of Events of Default. The Bondholder shall give written notice to the Issuer of its declaration of any Event of Default hereunder within two (2) Business Days after the declaration thereof. The Issuer shall give written notice to the Bondholder of its declaration of any Event of Default hereunder within two (2) Business Days after the declaration thereof.

ARTICLE IX
MISCELLANEOUS

9.01. Limitation on Agreements. The College shall not enter into any contract or agreement or perform any act which may materially adversely affect any of the rights of the Issuer hereunder or of the Holders of any Bonds.

9.02. College to Pay Expenses. The College agrees to pay (i) the reasonable fees and expenses of the Bondholder, the Issuer and their respective counsel and Bond Counsel and all other costs and expenses incidental to the financing hereunder, the issuance of the Bonds and the costs of producing the documents referred to herein; (ii) all taxes, if any, upon all documents and transactions pursuant to, or contemplated by, this Bond Purchase and Loan Agreement; (iii) all expenses of all filings and recordings pursuant to, or contemplated by, this Bond Purchase and Loan Agreement; and (iv) all costs of collection (including reasonable counsel fees) upon the occurrence of an Event of Default under the Bond Documents.

9.03. Reserved.

9.04. Notices. All notices, requests, demands or other communications shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other addresses as any party may specify in writing to the others:

To the Issuer:

Dutchess County Local Development
Corporation
3 Neptune Road
Poughkeepsie, New York 12601
Attention: Chief Executive Officer

with a copy to:

Cappillino & Rothschild LLP
7 Broad Street
P.O. Box 390
Pawling, New York 12564-0390
Attention: Donald Cappillino, Esq.

To the College:

Marist College
3399 North Road
Poughkeepsie, New York 12601
Attention: Chief Financial Officer

with a copy to:

Corbally, Gartland & Rappleyea LLP

35 Market Street
Poughkeepsie, New York 12601
Attention: Michael Gartland, Esq.

To the Bondholder:

TD Bank, N.A.
555 Hudson Valley Avenue
New Windsor, New York 12553
Attention: Keith Brokaw

Such notices shall be deemed to have been given upon receipt or upon the refusal of the party being notified to accept delivery of such notice. Failure to provide a courtesy copy of the notice, as set out above, shall not impair the effectiveness of the College's notice.

9.05. Amendment. This Bond Purchase and Loan Agreement may be amended by the parties hereto except that the Issuer need not be a party to any amendments of the following Sections hereof: Sections 7.13(a) and 7.15. Each amendment hereof shall be made by an instrument in writing signed by an Authorized Officer of the College, the Issuer (as applicable) and Bondholder; and, if requested by the Issuer or the Bondholder, must be accompanied by an opinion of Bond Counsel that such amendment would not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation, which opinion shall be provided at the sole cost and expense of the College.

9.06. Termination. This Bond Purchase and Loan Agreement shall remain in full force and effect until no Obligations are Outstanding and all other payments, expenses and fees payable hereunder by the College shall have been paid or provision for the payment thereof have been made to the satisfaction of the Issuer; *provided, however*, that the obligation of the College to indemnify the Issuer and the Bondholder under Section 7.16 hereof shall survive termination hereof. Upon termination hereof the Issuer shall promptly deliver such documents as may be reasonably requested by the College to evidence such termination and the discharge of the College's duties hereunder.

9.07. Binding Effect. This Bond Purchase and Loan Agreement shall be binding upon and inure to the benefit of the Issuer, the Bondholder, the College and their respective successors and assigns.

This Bond Purchase and Loan Agreement is a valid, binding and legal obligation of the College enforceable against the College in accordance with its terms; *provided, however*, that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting or relating to the rights of creditors generally and general principles of equity.

9.08. Execution of Counterparts. This Bond Purchase and Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.09. Applicable Law. This Bond Purchase and Loan Agreement shall be governed by and construed in accordance with the laws of the State without regard or reference to its conflict of laws or principles of equity.

9.10. Disclaimer of Personal Liability. No recourse shall be had against or liability incurred hereunder by any member, director, trustee, partner, officer, official, counsel, consultant, employee or agent of the Issuer, any person executing the Bond Purchase and Loan Agreement for any covenants and provisions hereof or for any claims based hereon, the Bondholder or the College, provided that with respect to such personnel of the College, no waiver of recourse shall apply with respect to fraud, malfeasance, intentional misconduct or criminal acts. In no event shall the Bondholder have any liability to the Issuer for monetary damages with respect to reporting obligations under this Bond Purchase and Loan Agreement.

9.11. Severability. If any one or more of the covenants, stipulations, promises, obligations and agreements provided herein or in the Resolution or the Bonds on the part of the Issuer, the Bondholder or the College to be performed should be contrary to law, then such covenant or covenants, stipulation or stipulations, promise or promises, obligation or obligations, agreement or agreements shall be null and void, shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, obligations and agreements contained herein and shall in no way affect the validity of the other provisions hereof, or of the Resolution or the Bonds.

9.12. Further Assurances. The College, at any and all times, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as are necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the Issuer's or the Bondholder's rights hereunder, and the interest of either of them in any other money, securities, funds and security interests created hereby or by the Resolution or that by any of the same are pledged, assigned or granted, or intended so to be, or which the College may hereafter become bound to pledge, assign or grant to the Issuer pursuant hereto.

9.13. Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several sections in this Bond Purchase and Loan Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Bond Purchase and Loan Agreement.

9.14. Rights of Bondholder. All rights of the Bondholder in this Bond Purchase and Loan Agreement, and in the College Documents may be exercised by the holders of a majority in interest of the Bonds; *provided, however,* that nothing herein contained shall permit, or be construed as permitting, (1) a change in the times, amounts or currency of payment of the principal of, redemption premium, if any, or interest on any Outstanding Bonds, a change in the terms of redemption or maturity of the principal of or the interest on any Outstanding Bonds, or a reduction in the principal amount of or the redemption price of any Outstanding Bond or the rate of interest thereon, or any extension of the time of payment thereof, without the prior written consent of the Owners of such Bonds, (2) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (3) a reduction in the aggregate principal amount of Bonds required for consent to an amendment to this Bond Purchase and Loan Agreement, or (4) a modification,

amendment or deletion with respect to any of the terms set forth in this Section 9.14, without, in the case of items (2) through and including (4) of this Section 9.14, the prior written consent of one hundred per centum (100%) of the Owners of the Outstanding Bonds.

9.15. Patriot Act. The Bondholder hereby notifies the College that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the College, which information includes the name and address of the College and other information that will allow the Bondholder to identify the College in accordance with the Patriot Act. At least two (2) Business Days prior to the Closing Date, the College shall provide the Bondholder with such information, documents or other evidence of identity as the Bank may, in its sole discretion, require.

9.16. Actions of the Issuer. Whenever any action, direction or decision may be taken, made or given by the Issuer, it may be done by any Authorized Officer of the Issuer authorized for such purpose.

9.17. Effective Date. This Bond Purchase and Loan Agreement shall be effective as of the date on which Bonds are first issued and delivered to the purchasers thereof.

9.18. Exhibit and Schedules. Exhibits A, B and C and Schedules A, B and C are incorporated herein and made a part hereof.

9.19. WAIVER OF JURY TRIAL. THE COLLEGE, THE ISSUER AND THE BONDHOLDER HEREBY WAIVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS BOND PURCHASE AND LOAN AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (1) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (2) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS BOND PURCHASE AND LOAN AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

The College irrevocably (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement or such other documents which may be delivered in connection with this Agreement may be brought in a court of record in the State of New York or in the Courts of the United States of America located in the State of New York, (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The College irrevocably consents to the service of any and all process of any such suit, action or proceeding by mailing of copies of such process to the College at its address provided in Section 9.04 hereof. The College agrees that a final judgment in any such

action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment after all appeal rights have been exhausted or in any other manner provided by law. All mailings under this Section 9.19 shall be by certified mail, return receipt requested.

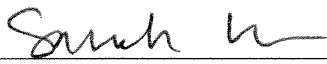
Nothing in this Section 9.19 shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any suit, action or proceeding against the College or its property in the courts of any other jurisdictions.

9.20. Purchase of Bonds. The Bondholder does not have a present view to distribute, transfer or sale the Bonds. The Bondholder intends to hold and book the Bonds as a loan in its loan portfolio. The Bondholder acknowledges that the use of the word "Bonds" in the name of the debt instrument is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Bondholder intends to hold such Bonds for its own loan account and for an indefinite period of time and does not intend to dispose of all or any portion of such Bonds and understands that transfer of such Bonds is restricted pursuant to the terms of the Bond Purchase and Loan Agreement. Notwithstanding anything contained in this Section 9.20 to the contrary, Bondholder shall have the right to sell participations in the Bonds or transfer the Bond all in accordance with this Bond Purchase and Loan Agreement.

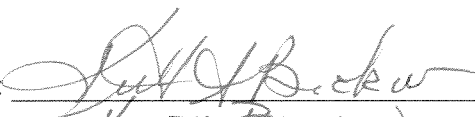
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IN WITNESS WHEREOF, the parties have caused this Bond Purchase and Loan Agreement to be duly executed as of the day and year first above written.

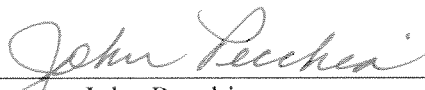
**DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION**

By: 
Name: Sarah Lee
Title: Chief Executive Officer

TD BANK, N.A. as Bondholder

By: 
Name: KEITH BROCKAW
Title: Vice President

MARIST COLLEGE

By: 
Name: John Pecchia
Title: Vice President for Business Affairs/
Chief Financial Officer

[SIGNATURE PAGE TO BOND PURCHASE AND LOAN AGREEMENT]

EXHIBIT A
[FORM OF SERIES 2016 BONDS]

ATTENTION:

THIS SERIES 2016 BOND HAS NOT BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933 AND
MAY NOT BE SOLD OR TRANSFERRED
WITHOUT REGISTRATION UNDER SAID ACT
OR EXEMPTION THEREFROM

ONLY QUALIFIED INSTITUTIONAL BUYERS (“QIBs”) AS DEFINED UNDER RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933 AS AMENDED, MAY PURCHASE THE BONDS. INVESTORS WHO QUALIFY AS “ACCREDITED INVESTORS” AS DEFINED IN REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED, BUT WHO DO NOT ALSO QUALIFY AS QIBs ARE NOT ELIGIBLE TO PURCHASE BONDS OR TO BECOME BENEFICIAL OWNERS OF THE BONDS

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE REFUNDING BONDS, SERIES 2016
(MARIST COLLEGE PROJECT)

Bond Date: April 1, 2016
Maturity Date: July 1, 2031
Registered Owner: TD Bank, N.A.
Principal Amount: \$13,560,000
Interest Rate: Variable
Bond Number: R-1

The DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION, not-for-profit local development corporation, organized and existing under and by virtue of the laws of the State of New York (hereinafter called the “**Issuer**”), acknowledges itself indebted and for value received hereby promises to pay, but only from the sources mentioned herein, to TD BANK, N.A., a national banking association duly organized and validly existing under the laws of the United States of America (the “**Bondholder**” or “**Owner**”), or registered assigns, the Principal Amount stated above on the Maturity Date stated above, upon the presentation and surrender hereof at the principal business office of the Issuer at 3 Neptune Road, Poughkeepsie, New York 12601, and to pay interest on such Principal Amount from the Dated Date stated above at the Interest Rate stated above (subject to adjustment as set forth in the hereinafter defined Bond Purchase and Loan Agreement) per annum until the Principal Amount is paid. Interest on the Bonds shall be payable monthly on each Debt Service Payment Date commencing on May 1,

2016. Principal on the Bonds shall be payable annually commencing on July 1, 2016 and continuing thereafter until the Maturity Date or the date on which the Bonds have been paid in full (each, a “**Debt Service Payment Date**”). Principal shall be payable at the office of the Bondholder at 555 Hudson Valley Avenue, New Windsor, New York 12553 or at such other address as Bondholder may designate in writing to the College and the Issuer. All outstanding principal and interest on the Series 2016 Bonds will be due and payable on July 1, 2031.

Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed on the outstanding principal amount of the Bonds determined at the close of each day.

Interest and principal payments shall be made as provided in Sections 3.01 and 7.18 of the Bond Purchase and Loan Agreement. If such provision shall become inapplicable or unavailable, then interest and principal shall be payable by check or draft mailed to the Bondholder at its corporate office at 555 Hudson Valley Avenue, New Windsor, New York 12553 or at such other address as Bondholder may designate in writing to the College and the Issuer, as of the date (whether or not a Business Day) ten (10) days next preceding such Debt Service Payment Date (each, a “**Record Date**”), or, at the option of the Bondholder, by wire transfer to the wire transfer address, within the continental United States specified by the Bondholder in a written request of the Bondholder received on or before the Record Date, which written request may apply to multiple Debt Service Payment Dates. This Bond shall bear interest at the Bank Purchase Interest Rate stated above from the Bond Date stated above until the Maturity Date or the date on which the Bonds have been paid in full.

Unless otherwise defined herein, all terms herein shall have the same meanings, respectively, as such terms are given in the Bond Purchase and Loan Agreement.

Definitions

“Bank Purchase Interest Rate” means (i) $70\% \times (\text{LIBOR} + 0.73\%)$ unless increased pursuant to Section 7.18 hereof or for an Event of Default hereunder.

“Bank Purchase Interest Rate Period” means a period commencing on April 1, 2016 and ending on July 1, 2031.

“Debt Service Payment” means, with respect to any Debt Service Payment Date, (i) the interest payable on such Debt Service Payment Date on all Bonds then Outstanding, plus (ii) the principal or Redemption Price, if any, payable on such Debt Service Payment Date on all such Bonds.

“Debt Service Payment Date” means (i) with respect to interest payments, the first calendar day of each month, commencing on May 1, 2016, and (ii) with respect to principal payments, annually commencing on July 1, 2016 and continuing thereafter until the Maturity Date or until the bonds have been paid in full.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the College files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bondholder or any former Bondholder notifies the College that it has received a written unqualified legal opinion (which opinion shall not be a reasoned opinion and shall be subject to only customary assumptions and exclusions) by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance and that is reasonably acceptable to the College and the Bank to the effect that an Event of Taxability has occurred unless, within one hundred eighty (180) days after receipt by the College of such notification from the Bondholder or any former Bondholder, the College shall deliver to the Bondholder and any former Bondholder a ruling or determination letter issued to or on behalf of the College by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the College shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the College, or upon any review or audit of the College or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the College shall receive notice from the Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Holder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the College has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that, within thirty (30) days of written demand from the Bank, the College shall promptly reimburse the Bank for any payments, including any taxes, interest, penalties or other charges, the Bank shall be obligated to make as a result of the Determination of Taxability.

“Initial Interest Period” means the Interest Period commencing on the Closing Date and expiring on April 30, 2016.

“Interest Period” means, other than the Initial Interest Period, a period commencing on the first day of each month and ending on the last day of the same month; provided that (a) if any Interest Period other than the Initial Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next

succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“Payments” means all Debt Service Payments payable by the College to the Issuer, and assigned to the Bondholder under this Bond Purchase and Loan Agreement.

“Record Date” means, with respect to any Debt Service Payment Date, the date (whether or not a Business Day) ten (10) days next preceding such Debt Service Payment Date.

“Taxable Rate” means the rate of interest which shall be applicable upon an “Event of Taxability.” The interest rate on the Bonds will be reset to a taxable interest rate (retroactively), and the College will pay to the Holder the difference between the tax-exempt rate paid and the taxable rate, as well as any and all interest and penalties assessed.

This Bond is duly authorized by the Issuer and designated as “Dutchess County Local Development Corporation Revenue Bond, Series 2016 (Marist College Project)” (hereinafter called the “**Series 2016 Bonds**” or the “**Bonds**”), and issued under and pursuant to the statutes of the State of New York, including Section 1411 of the New York Non-For-Profit Corporation Law (the “**Act**”), the Issuer’s Authorizing Resolution adopted on February 16, 2016 (the “**Resolution**”), and the Bond Purchase and Loan Agreement, dated as of April 1, 2016, among Marist College (the “**College**”), the Issuer and the Bondholder (the “**Bond Purchase and Loan Agreement**”), for the purpose of providing funds for (A) the refunding of the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2000-A (Marist College Civic Facility) (the “**Series 2000-A Bonds**”) issued on behalf of the College, the proceeds of which Series 2000-A Bonds were used to finance (1) the construction, acquisition, furnishing, equipping and improvement of six (6) new townhouses located at 35 West Cedar Avenue, Poughkeepsie, New York (the “**Townhouse Construction**”), now used for student residential and recreational purposes, and the renovation, furnishing, equipping and improvement of Sheahan Hall (a 130-bed dormitory), Leo Hall (a 320-bed dormitory) and Champagnat Hall (a 440-bed dormitory) (the “**Residential Hall Renovation**”), all located at the College’s main campus at 3399 North Road, Poughkeepsie, New York 12601-1387 (the “**Main Campus**”), now used for student residential purposes (the Townhouse Construction and the Residential Hall Renovation collectively referred to as the “**Facility**”); (2) the funding of any debt service reserve fund to be pledged to secure the Series 2000-A Bonds; and (3) paying payment of certain expenses incurred in connection with the issuance of the Series 2000-A Bonds; and (B) paying redemption premiums in connection with the 2000-A Bonds, if any, together with funding any reserve funds as may be necessary to secure the Issuer’s Bonds and paying necessary incidental costs in connection therewith (together with paragraph (a) above, the “**Project**”).

This Bond is a special obligation of the Issuer payable solely from and secured by the Payments pledged under the Bond Purchase and Loan Agreement, including moneys derived from payments of principal and interest under the Bond Purchase and Loan Agreement, and certain funds held by the Bondholder.

The Bonds are issued for the purposes described in the Resolution and the Bond Purchase and Loan Agreement. Reference is hereby made to the Bond Purchase and Loan Agreement for a description of the rights, limitation of rights, obligations, duties and immunities of the Issuer and the Bondholder, and, by the acceptance of this Bond, the Bondholder assents to all provisions hereof and of the Bond Purchase and Loan Agreement. Executed copies of the Bond Purchase and Loan Agreement are on file in the principal business office of the Bondholder and in the principal office of the Issuer.

This Bond may be prepaid prior to maturity only in accordance with Section 3.04 of the Bond Purchase and Loan Agreement. If any payment of this Bond becomes due and payable on any day that is not a Business Day, the maturity or interest due date shall be extended to the next succeeding Business Day, and interest shall be payable during such extension at the Interest Rate specified herein.

Upon the occurrence of an Event of Default, as defined in Section 8.01 of the Bond Purchase and Loan Agreement, the principal hereof and accrued interest hereon may be declared to be forthwith due and payable in the manner, upon the conditions and with the effect provided in said Bond Purchase and Loan Agreement, and interest shall accrue at the Involuntary Rate.

ALL PROVISIONS OF THE BOND PURCHASE AND LOAN AGREEMENT ARE INCORPORATED HEREIN AS IF SAID PROVISIONS WERE SET FORTH IN FULL HEREIN AND FOR ALL PURPOSES SHALL HAVE THE SAME EFFECT AS IF SET FORTH HEREIN. PROVISIONS OF THE BOND PURCHASE AND LOAN AGREEMENT WILL CONTROL TO THE EXTENT INCONSISTENT WITH PROVISIONS OF THIS BOND.

Redemption

(a) The Bonds shall be subject to redemption prior to the respective maturities thereof on the terms and at the prices set forth in subsections (b) and (c) of Section 3.04 of the Bond Purchase and Loan Agreement.

(b) The Bonds are subject to redemption by the Issuer, at the option and written direction of the College, in whole or in part at any time, on thirty (30) days prior written notice to the Bondholder and the Issuer at a redemption price equal to 100% of the principal amount of the Bonds to be prepaid plus interest accrued thereon to the redemption date, plus any amounts payable pursuant to Section 5.02(b) of the Bond Purchase and Loan Agreement. The College hereby agrees to indemnify the Bank, and hold the Bank harmless from any loss, damages, liability, or expense which the Bank may sustain or incur as a consequence of the making of a prepayment of the Bonds, whether by voluntary prepayment, acceleration or otherwise, on a day which is not the last day of an Interest Period with respect thereto. With respect to such Bonds, such indemnification shall equal the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid for the period from the date of such prepayment at the applicable rate of interest for such Bonds provided for herein over (ii) the amount of interest (as reasonably determined by the Bank) which would have accrued to the Bank on such amount by placing such amount on deposit for a comparable period with leading banks in the London interbank Eurodollar market. This covenant shall survive the

termination of the Bond Purchase and Loan Agreement and the payment of the Bonds. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive pursuant to Section 3.04(b) of the Bond Purchase and Loan Agreement shall be delivered to the College and shall be conclusive absent manifest error. The College shall pay the fee as due to the Bank on the date of such redemption.

The College may direct such redemption only if it shall prepay the loan from the Issuer under the Bond Purchase and Loan Agreement in an amount equal to the amount of the redemption price described above, plus accrued and unpaid interest, and any amounts payable pursuant to Section 5.02(b) of the Bond Purchase and Loan Agreement.

(c) The Bonds are subject to mandatory redemption, without premium or penalty (except as set forth in this Section), in whole or in part, on any Debt Service Payment Date from (i) from proceeds of a condemnation or insurance award, which proceeds are not used to repair, restore or replace the Facility, or (ii) upon the sale of the Facility or any part of the Facility in each case, at a redemption price equal to 100% of the principal amount of the Bonds to be prepaid plus interest accrued thereon to the redemption date plus any payments pursuant to Section 5.02(b) of the Bond Purchase and Loan Agreement.

Prepayment of Loan and Redemption of Bonds

(a) Any partial or full prepayment of the loan shall effect a simultaneous partial or full redemption of the Bonds in accordance with Section 3.04 of the Bond Purchase and Loan Agreement.

(b) In addition to any amounts due in connection with the redemption of the Bonds as set forth in Section 3.04 and in the Bonds, in the event of any redemption or prepayment of the Bonds for any reason (including any redemption or repurchase of the Bonds under Section 3.04, upon acceleration or otherwise), other than the mandatory scheduled repayment of principal in accordance with Section 3.01 of the Bond Purchase and Loan Agreement, the College shall pay an additional amount equal to the sum of all actual losses or reasonable actual out of pocket third party expenses suffered or incurred by the Bondholder as a result of the redemption or prepayment, including any expense incurred by reason of the termination of any interest rate protection agreement entered into by the Bondholder or the liquidation or reemployment of deposits or other funds acquired by the Bondholder to make or maintain its investment in the principal amount of the Bonds at the interest rate described in the Bonds.

THE BONDS ARE NOT AND SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR ANY MUNICIPALITY OR SUBDIVISION OF THE STATE OF NEW YORK (INCLUDING DUTCHESS COUNTY), AND NEITHER THE STATE OF NEW YORK NOR ANY SUCH MUNICIPALITY OR SUBDIVISION THEREOF (INCLUDING DUTCHESS COUNTY) SHALL BE LIABLE THEREON. THE BONDHOLDER HEREBY ACKNOWLEDGES THAT THE ISSUER SHALL HAVE NO LIABILITY FOR ANY OTHER CHARGES PAYABLE PURSUANT TO, OR EXPENSES OR LIABILITIES INCURRED WITH RESPECT TO, OBLIGATIONS UNDER THE BOND PURCHASE AND LOAN AGREEMENT, WHICH OBLIGATIONS SHALL BE

PAYABLE BY THE COLLEGE TO THE BONDHOLDER IN ACCORDANCE WITH THE TERMS THEREOF

All payments made by or on behalf of the College to the Owner of the Bonds, or upon its order, with respect to Debt Service Payments pursuant to the Bond Purchase and Loan Agreement shall, to the extent of the sum or sums so paid, satisfy and discharge the liability of the Issuer for Debt Service Payments payable upon the Bonds pursuant to the Bond Purchase and Loan Agreement.

All covenants, stipulations, promises, agreements and obligations of the Issuer contained in the Bond Purchase and Loan Agreement (as defined in the Bond Purchase and Loan Agreement) shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any member, director, officer, agent, servant or employee of the Issuer in his individual capacity, and no recourse under or upon any obligation, covenant or agreement in the Bond Purchase and Loan Agreement contained or otherwise based upon or in respect of the Bond Purchase and Loan Agreement, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent, servant or employee, as such, of the Issuer or of any successor local development corporation or political subdivision or any person so executing the Bond Purchase and Loan Agreement, it being expressly understood that the Bond Purchase and Loan Agreement are solely special obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Issuer or of any successor local development corporation or political subdivision or any person so executing the Bond Purchase and Loan Agreement because of the indebtedness thereby authorized or under or by reason of the obligations, covenants or agreements contained in the Bond Purchase and Loan Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, director, agent, servant or employee because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in the Bond Purchase and Loan Agreement or implied therefrom, are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the Bond Purchase and Loan Agreement and the issuance, execution, sale and delivery of the Bonds.

The Bond Purchase and Loan Agreement contains provisions permitting the amendment thereof by the Issuer, the College and the Bondholder.

This Bond is a negotiable instrument as provided in the Act, subject, however, to the provisions for registration and transfer contained in the Bond Purchase and Loan Agreement and in this Bond. This Bond is transferable, as provided in the Bond Purchase and Loan Agreement, only upon the registration books kept by the Bondholder, as bond registrar, at the request of the Bondholder in person or by its attorney duly authorized in writing, only to a Qualified Institutional Buyer, upon surrender hereof together with a written instrument of transfer in the form attached hereto duly executed by the Bondholder or its duly authorized attorney and upon the payment of such charges as provided in this Bond. Upon surrender for transfer of this Bond and upon receipt of an unqualified assumption of all of the terms of the Bond Purchase and Loan Agreement which shall contain, without limitation, a certification from the transferee that such transferee is a Qualified Institutional Buyer and a reaffirmation by the transferee of the

representations and warranties of the Bondholder set forth in the Bond Purchase and Loan Agreement, the Issuer shall cause to be issued in the name of the transferee a new Bond or Bonds in accordance with the provisions of the Bond Purchase and Loan Agreement and this Bond of the same aggregate principal amount, series and maturity.

The Issuer may deem and treat the person in whose name this Bond is registered upon the books of the Bondholder as the absolute owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on this Bond and for all other purposes whatsoever, and all such payments so made to the Bondholder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

For every transfer of Bonds the Issuer may make a charge sufficient to reimburse the Issuer for any tax, fee or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer, as a condition precedent to the exercise of the privilege of making such transfer. The cost of preparing each new Bond issued upon such transfer and any other expenses of the Issuer incurred in connection therewith shall be paid by the person requesting such transfer.

It is hereby certified and recited by the Issuer that, all conditions, acts, and things required by the statutes of the State of New York, the Resolution and the Bond Purchase and Loan Agreement to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds and of this Bond in order to make the Bonds and this Bond the legal, valid and binding special obligations of the Issuer, in accordance with their terms, exist, have happened and have been performed in regular and due form as required by law, and that the issuance of the Bonds is within every debt limit and other limit upon the Issuer prescribed by law or by the Resolution or the Bond Purchase or Loan Agreement for the Issuer.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION, has caused this Bond to be executed in its name by the facsimile signature of its Chief Executive Officer all as of the dated and year first above written.

**DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION**

By: _____
Name: Sarah Lee
Title: Chief Executive Officer

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ [PLEASE INSERT THE NAME AND SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE] the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

By: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Bond in every particular, without alteration or enlargement, or any change whatever.

In the presence of:

EXHIBIT A

Repayment Schedule

[END OF FORM OF SERIES 2016 BOND]

EXHIBIT B

FORM OF REQUISITION FROM COST OF ISSUANCE FUND

[Date]

TD Bank, N.A. as Bondholder
555 Hudson Valley Avenue
New Windsor, New York, 12553
Attention: [_____]

With a copy to:

Dutchess County Local Development Corporation
3 Neptune Road
Poughkeepsie, New York 12601
Attention: Chief Executive Officer

Re: Certificate of Requisition Number ____

Ladies and Gentlemen:

This Certificate of Requisition is made pursuant to the Bond Purchase and Loan Agreement, dated as of April 1, 2016 (the “**Bond Purchase and Loan Agreement**”), among TD Bank, N.A. (the “**Bondholder**”), the Dutchess County Local Development Corporation (the “**Issuer**”) Marist College (the “**College**”), to make payment from the Cost of Issuance Fund (as defined in the Bond Purchase and Loan Agreement) to the following party or parties, at the addresses indicated. All definitions in the Bond Purchase and Loan Agreement are hereby incorporated by reference.

We hereby request that the sum of _____ (\$ _____) be disbursed by you to us from the Cost of Issuance Fund established and held by you under the Bond Purchase and Loan Agreement.

All of the College’s representations, covenants and warranties contained in the Bond Purchase and Loan Agreement and the other College Documents were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Requisition Form, and the College has fully and satisfactorily performed all of its covenants and obligations to date required under the Bond Purchase and Loan Agreement and the other College Documents. No Default or Event of Default has occurred under the Bond Purchase and Loan Agreement or the other College Documents. All of the conditions contained in Sections 2.02 (Conditions Precedent to Closing) and 4.04 (Conditions Precedent to Making Each Disbursement) of the Bond Purchase and Loan Agreement have been satisfied.

The College understands that the Bondholder is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

The Bondholder may disburse funds based solely on the signature of the Bondholder and the College. All documentation and attachments are to the satisfaction of the College and the Bondholder.

The College hereby requests that the above referenced sum be disbursed by you to us from the Cost of Issuance Fund established and held by you under the Bond Purchase and Loan Agreement.

Attached as Schedule Number 1 is a general description of the Costs of Issuance of the Bond to be disbursed from the Cost of Issuance Fund covered by Schedule Number 1 to this Certificate of Requisition and the manner in which such payment is to be made.

In respect of the costs of the Project described in Schedule Number 1 hereto, the College hereby certifies that: (1) each obligation paid or payable in connection therewith has been properly recorded on our books, (2) such cost is a proper charge against the Cost of Issuance Fund, (3) such cost is not the basis of any previous withdrawal from the Cost of Issuance Fund, (4) the payees and amounts set forth in Schedule Number 1 hereto are true and correct and each item of cost so stated is due and owing, (5) it has no knowledge of any vendor's lien, mechanic's lien or security interest which should be satisfied or discharged before payment herein requested is made or which will not be discharged by such payment, (6) each item of cost set forth in Schedule Number 1 hereto is consistent with the Tax Regulatory Agreement, (7) such cost will not result in less than ninety-five (95%) percent of the Net Proceeds (including any investment earnings thereon) being used for land or depreciable property, (8) each obligation marked with an asterisk and noted to be paid with the Bonds will not result in more than two (2%) percent of the Net Proceeds of the Bonds being used to pay Costs of Issuance, (9) the cost to us of the portion of the Costs of the Project covered by this Certificate of Requisition is not less than the amount to be paid to us hereunder, and (10) it is not in default under the Bond Purchase and Loan Agreement or any other College Document and that nothing has occurred to our knowledge that prevents performance of our obligations under the Bond Purchase and Loan Agreement or any other College Document.

We hereby request that the above-referenced sum be disbursed by you to us from the Cost of Issuance Fund established and held by you under the Bond Purchase and Loan Agreement.

COLLEGE:

MARIST COLLEGE

By: _____

Name: _____

Title: _____

SCHEDULE NUMBER 1

EXHIBIT C

Repayment Schedule

BOND PRICING

Marist College
Series 2016 Revenue Refunding Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bonds due 2031:					
	07/01/2016	140,000	3.931%	3.931%	100.000
	07/01/2017	740,000	3.931%	3.931%	100.000
	07/01/2018	760,000	3.931%	3.931%	100.000
	07/01/2019	780,000	3.931%	3.931%	100.000
	07/01/2020	800,000	3.931%	3.931%	100.000
	07/01/2021	815,000	3.931%	3.931%	100.000
	07/01/2022	840,000	3.931%	3.931%	100.000
	07/01/2023	860,000	3.931%	3.931%	100.000
	07/01/2024	890,000	3.931%	3.931%	100.000
	07/01/2025	910,000	3.931%	3.931%	100.000
	07/01/2026	940,000	3.931%	3.931%	100.000
	07/01/2027	960,000	3.931%	3.931%	100.000
	07/01/2028	990,000	3.931%	3.931%	100.000
	07/01/2029	1,015,000	3.931%	3.931%	100.000
	07/01/2030	1,045,000	3.931%	3.931%	100.000
	07/01/2031	1,075,000	3.931%	3.931%	100.000
		13,560,000			

SCHEDULE A

Environmental Schedule

Marist College Properties

August 29, 1993

Item #	Parcel Number	Property Description	Land Area (Acres)	Environmental History (Known)
1	891913	Gartland Commons	12.67	No known contamination
2		Academy Street residence	2	No known contamination
3		Eden Terrace property	1	No known contamination
4	817955	Fishbach property	0.39	No known contamination
5	873997	Way property (St. Ann's and Arboretum)	13	No known contamination
6		Talmadge Court	0.58	No known contamination
7	832910	North Field	8.9	No known contamination
8	820884	Fontaine	1.97	No known contamination
9	849852	Overlook @ Foy	0.84	No known contamination
10	892825	Foy/Dyson/L.T/Hancock	20.48	No known contamination
11	875778	Waterworks Road	2.85	No known contamination
12	821792	Riverview Lot	1.83	No known contamination
13	778732	Boathouses	3.9	No known contamination
14	888756	Library	1.27	No known contamination
15	884713	Campus Center	43.93	No known contamination
16	874650	Leo / Sheahan	2.58	No known contamination
17	870603	McCann	15.55	No known contamination
18	968798	Beck Place Lot North	0.48	No known contamination
19	970788	Beck Place Lot South	1.24	No known contamination
20	974792	Residential Lot Beck Place	0.18	No known contamination
21	977788	Residential Lot Beck Place	0.18	No known contamination
22	974742	Steel Plant	0.71	No known contamination
23	982744	Beck Place abandonment south	0.83	trace amounts of gasoline contamination in ground water samples
24	982720	Kern Cards a	1.87	Coal ash, UST removed - spill reports closed with DEC
25	996750	Kern Cards b	0.33	Coal ash, UST removed - spill reports closed with DEC
26	999782	Kern Cards c	0.31	Coal ash, UST removed - spill reports closed with DEC
27	007795	Kern Cards d	0.86	Coal ash, UST removed - spill reports closed with DEC
28	005805	Hyson	0.83	Petroleum contaminated soil was remediated and spill report closed with DEC. Ground water contamination from Duso Chemical spill, groundwater is monitored by Conrad Geoscience
29	002778	Beck Place Lot East	0.97	No known contamination
30	004702	Lower West Cedar	3.99	No known contamination
31	035776	Blocksom north	3.8	Petroleum contaminated soil was remediated and spill report closed with DEC
32	022749	Blocksom south	2	Petroleum contaminated soil was remediated and spill report closed with DEC
33	084792	Tennis courts - parking lot	1.74	Petroleum contaminated soil was remediated and spill report closed with DEC
34	066770	Tennis courts - trellis	0.88	Petroleum contaminated soil was remediated and spill report closed with DEC
35	054751	Mechanical Services	0.06	No known contamination
36	060713	Grounds Shop	1.7	No known contamination
37	160731	Upper West Cedar	6.12	No known contamination
38	094791	Fulton Street Townhouses	6.18	No known contamination

167.24
 Ulster County Property 50.00
 227.24

SCHEDULE B

Exceptions to borrowings pursuant to Section 7.15(a)

MARIST COLLEGE
as of 6/30/2015
SCHEDULE B

Long-term Debt:

Series 2000	14,375,000
Series 2008	17,500,000
Series 2012A	12,570,000
Series 2013A	14,430,000
Series 2013B	31,770,610
Series 2015A	80,885,000

171,530,610

Unamortized bond premium 11,479,725

\$ 183,010,335

Capital Lease Obligations:

Various Copiers \$ 123,495

Existing SWAP liability \$ 6,691,214

U.S. gov't advances refundable -
Perkins loan program \$ 5,531,824

Accrued post-retirement benefits \$ 14,151,561

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2015 and 2014

12. OBLIGATIONS UNDER CAPITAL LEASES

During the years ended June 30, 2015 and 2014, the College leased equipment under agreements that meet the criteria for capital lease treatment. The cost of the equipment acquired under these capital leases totaled \$1,529,153 and is included in the consolidated statements of financial position as part of land, buildings and equipment at June 30, 2015 and 2014, respectively. Accumulated depreciation of the equipment totaled \$1,494,220 and \$1,509,386 at June 30, 2015 and 2014, respectively. Amortization of assets under the capital leases is included within depreciation expense.

As of June 30, 2015, the future minimum lease payments required under these capital leases total \$126,792 and are due in 2016. The present value of the net minimum lease payments as of June 30, 2015 total \$123,495, which includes \$3,297 representing interest.

13. LONG-TERM DEBT

Long-term debt consists of the following at June 30, 2015 and 2014:

<u>June 30, 2015</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Total</u>	
Dutchess County Industrial Development				
Agency:				
Series 2000-A Variable Rate Demand Bonds	July 1, 2031	0.08 %*	\$ 14,375,000	A
Series 2008-A Variable Rate Demand Bonds	July 1, 2038	0.06 %*	17,500,000	B
Dutchess County Local Development Corp.				
Series 2012-A Revenue Bonds	July 1, 2021	2.43 %	12,570,000	C
Series 2013-A Fixed Rate Bonds	July 1, 2043	4.04 %	14,430,000	D
Series 2013B-1 Revenue Bonds	July 1, 2028	0.57 %	6,185,517	E
Series 2013B-2 Revenue Bonds	July 1, 2028	0.57 %	9,447,058	E
Series 2013B-3 Revenue Bonds	July 1, 2035	0.57 %	16,138,035	E
Series 2015-A Revenue Bonds	July 1, 2045	4.07 %	<u>80,885,000</u>	F
Total principal			171,530,610	
Unamortized bond premium			<u>11,479,725</u>	
Total long-term debt			<u>\$ 183,010,335</u>	

MARIST COLLEGE AND AFFILIATES
Consolidated Statements of Financial Position
As of June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
Cash and cash equivalents	\$ 37,895,309	\$ 29,895,189
Short-term investments	22,455,693	22,290,892
Accounts receivable, net	5,729,603	5,638,574
Contributions receivable, net	2,685,898	4,005,167
Deposits with trustees	81,507,117	2,747,983
Other assets	1,375,134	973,700
Student loans receivable, net	6,165,965	6,110,266
Assets held in charitable remainder trust	733,976	963,128
Investments	226,761,287	220,888,946
Construction in progress	20,898,715	6,838,052
Land, buildings and equipment, net of accumulated depreciation	278,822,833	274,661,090
Bond issuance costs, net of accumulated amortization	<u>2,086,249</u>	<u>1,357,474</u>
Total assets	<u>\$ 687,117,779</u>	<u>\$ 576,370,461</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable and accrued liabilities	\$ 19,890,359	\$ 17,246,529
Deferred revenue	11,481,707	9,885,983
Annuities payable	349,227	421,507
Obligations under capital leases	123,495	409,924
U.S. government advances refundable	5,531,824	5,478,819
Long-term debt	183,010,335	96,018,589
Accrued post-retirement benefits	14,151,561	6,829,287
Interest rate swap obligation	<u>6,691,214</u>	<u>6,601,083</u>
Total liabilities	<u>241,229,722</u>	<u>142,891,721</u>
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Unrestricted	375,282,375	364,230,069
Temporarily restricted	42,072,294	41,904,909
Permanently restricted	<u>28,533,388</u>	<u>27,343,762</u>
Total net assets	<u>445,888,057</u>	<u>433,478,740</u>
Total liabilities and net assets	<u>\$ 687,117,779</u>	<u>\$ 576,370,461</u>

The accompanying notes are an integral part of these consolidated financial statements.

SCHEDULE C

Insurance Requirements

The College will be required to maintain “all risk” non-reporting insurance (including earthquake coverage, unless waived) in an amount and issued by an insurer satisfactory to the Bondholder. The policy must be written on a 100% insurable value replacement cost basis (excluding land). The property policy must include the following endorsements:

- Non-contributing mortgagee clause naming the Bondholder as Mortgagee
- Loss payable clause naming the Bondholder Loss Payee

The College must provide to the Issuer and the Bondholder a signed/original insurance binder or cover note as evidence of coverage prior to closing (provided the binder provides at least 60 days or coverage beyond the loan closing date).

- Commercial General Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit and \$2,000,000.00 in the aggregate, together with Umbrella/Excess Liability Coverage with a limit of liability of \$5,000,000.00, for loans greater than \$5,000,000.00 extended for the policy period, and extended to cover (i) Contractual Liability assumed by the College, (ii) Independent Contractors Liability, (iii) Broad Form Property Damage Liability, (iv) Products & Completed Operations, (v) waiver of subrogation against all parties named additional insured, (vi) Severability of Interest provision and (vii) Personal Injury and Advertisers Liability.
 - Workmen’s Compensation and Employers Liability Insurance of not less than \$1,000,000.00, if applicable.
 - Automobile Liability of not less than \$1,000,000.00, including coverage on owned, hired and non-owned autos is used in connection with work as the Project, if applicable.
 - Flood insurance, if required
 - Such other insurance as the Bondholder may require.

All insurance policies shall (i) be issued by an insurance company licensed to do business in the state where the property is located having a rating of A- or better and VIII or higher by AM Best Co., in Best’s Rating Guide, (ii) name “Dutchess County Local Development Corporation”, “Marist College”, any and all subsidiaries as their interest may appear” as additional insured on all liability insurance and as mortgagee and loss payee on all All-Risk Property insurance, (iii) be endorsed to show that College’s insurance shall be primary and all insurance carried by the Bondholder is strictly excess and secondary and shall not contribute to the College’s insurance, (iv) provide that the Bondholder is to received thirty (30) days written notice prior to non-renewal or cancellation, (v) be evidenced by a certificate of insurance to be provided to the Bondholder, (vi) include either policy or binder numbers on the Accord form, and (vii) be in form and in amounts acceptable to Dutchess County Local Development Corporation.