

PRELIMINARY AGREEMENT
DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC. SERIES 2026 BONDS

THIS PRELIMINARY AGREEMENT (the “**Preliminary Agreement**”), made as of May 13, 2026 between the **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**, a not-for-profit corporation, organized and existing under the Not-For-Profit Corporation Law of the State of New York, having offices at Three Neptune Road, Poughkeepsie, New York 12601 (the “**Issuer**”), and **DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC.**, a New York not-for-profit corporation, having its office and principal place of business at 53 Pendell Road, Poughkeepsie, New York 12603 (the “**Institution**”).

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

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

WHEREAS, the Institution has submitted an application to the Issuer, a copy of which application is on file at the office of the Issuer, which application requested that the Issuer consider undertaking a project for the benefit of the Institution consisting of the issuance of tax-exempt revenue bonds under Section 145 of the Internal Revenue Code of 1986, as amended (the “**Code**”) in the principal amount presently estimated to be \$16,150,000 but not to exceed \$17,000,000 (the “**Series 2026 Bonds**”) to be used as follows:

- (A) the refunding of all or a portion of the Issuer’s Multi-Modal Revenue Bonds, Series 2011 (Dutchess Community College Association, Inc. Project) issued in the original aggregate principal amount of \$27,394,000 (the “**Series 2011 Bonds**”) the proceeds of which were used to finance (a)(1) the acquisition, construction, and equipping of an approximately 137,310 square foot, 473 bed student housing facility to be located on Dutchess Community College’s campus comprising substantially of the following: (i) approximately 145 three bedroom units, (ii) approximately 38 one bedroom units (eight of which to be dedicated to resident assistants) and (iii) related improvements and infrastructure including kitchen and laundry facilities,

common areas and related parking and improvements (collectively the “**Improvements**”); and (2) the acquisition and installation in and around the Improvements of certain items of machinery, equipment and other tangible personal property; (b) the funding of a debt service reserve fund as security for the Series 2011 Bonds; and (c) the payment of certain costs of issuance associated with the issuance of the Series 2011 Bonds; and

- (B) the paying of all or a portion of the costs incidental to the issuance of the Series 2026 Bonds, including issuance costs of the Series 2026 Bonds and any reserve funds as may be necessary to secure the Series 2026 Bonds (collectively with paragraph (A) above, the “**Project**”); and
- (C) the granting of certain other financial assistance with respect to the foregoing, including potential exemptions from mortgage recording taxes (collectively with the Series 2026 Bonds, the “**Financial Assistance**”); and

WHEREAS, the Issuer has determined that the financing of the Project will promote and further its corporate purposes; and

WHEREAS, on May 13, 2026, the Issuer adopted a Preliminary Resolution (the “**Preliminary Resolution**”) authorizing the Project and the execution of this Preliminary Agreement; and

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

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

(a) The Issuer shall authorize, sell, and deliver an issue of its Series 2026 Bonds, pursuant to the terms of the Act as then in force, in an aggregate principal amount presently estimated to be \$16,150,000 but not to exceed \$17,000,000 for the purpose of financing the Project and paying necessary incidental expenses in connection therewith, and funding any debt service reserve fund to be pledged to secure the Series 2026 Bonds.

(b) The Issuer shall adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) the authorization, issuance, and sale of the Series 2026 Bonds, (ii) the financial assistance contemplated by the Project including the financing of the Project, issuance of the Series 2026 Bonds and providing a potential exemption from mortgage recording taxes and (iii) the loaning of the proceeds of the Series 2026 Bonds to the Institution, all as shall be authorized by law and be mutually satisfactory to the Issuer and the Institution.

(c) The Issuer shall enter into an agreement to loan the proceeds of the Series 2026 Bonds to the Institution pursuant to a loan agreement by and between the Issuer and the

Institution (the “**Loan Agreement**”), whereby the Institution will be obligated under such agreement or loan agreement, as the case may be, among other things to make payments to the Issuer in amounts and at times so that payments will be adequate to pay the principal of, premium, if any, and interest on all such Series 2026 Bonds.

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

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

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

(b) The financing of the Project through the issuance of the Series 2026 Bonds will encourage and assist the Institution in providing the Project;

(c) The proposed financing will contribute to the retention of employment at the Institution and will enhance the competitiveness of the Institution; and

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

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

(a) The Institution shall use all reasonable efforts to find, or cause to be found, one or more purchasers for the Series 2026 Bonds.

(b) The Institution shall use all reasonable efforts necessary or desirable to enter into a contract or contracts to borrow the proceeds of the Series 2026 Bonds from the Issuer and execute the Loan Agreement.

(c) The Institution shall contemporaneously with the delivery of the Series 2026 Bonds, enter into the Loan Agreement with the Issuer containing the terms and conditions described in Paragraph 1(c) hereof.

(d) (i) The Institution shall defend and indemnify the Issuer and hold the Issuer harmless from all losses, expenses, claims, damages and liabilities arising out of or based on: (1) labor, services, materials and supplies, including equipment, ordered or used in connection with the financing (including any expense incurred by the Issuer in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Institution acting as agent for the Issuer pursuant to this Preliminary Agreement or otherwise.

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

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

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

4. General Provisions.

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

(b) It is understood and agreed by the Issuer and the Institution that the issuance of the Series 2026 Bonds and the execution of the Loan Agreement and related documents are subject to: (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Issuer; and (iii) agreement by the Issuer, the Institution and the purchasers of the Series 2026 Bonds upon mutually acceptable terms for the Series 2026 Bonds and for the Loan Agreement.

(c) The Institution agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur as a consequence of executing this Preliminary Agreement or performing its obligations hereunder, including but not limited to, the cost of causing a notice of any public hearing held with respect to the Project to be published, the cost of making and transcribing records of said hearings and the reasonable fees and expenses charged and incurred by Bond Counsel and Issuer's Counsel in connection with their representation of Issuer in this matter and their preparation of any documents pertaining to the issuance of the Series 2026 Bonds.

(d) All commitments of the Issuer under Section 1 hereof and of the Institution under Sections 2 and 3 hereof (excepting the obligations of the Institution set forth in subsections 3(d) and 4(c) hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the Series 2026 Bonds have been issued no later than fifteen (15) months from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Institution).

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IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the 13th day of May, 2026.

DUTCHESS COUNTY LOCAL DEVELOPMENT
CORPORATION

By: 
Robin Mack, Chief Executive Officer

DUTCHESS COMMUNITY COLLEGE
ASSOCIATION, INC.

By: _____
Scott Schnackenberg, President

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

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