

3 Neptune Road, Suite A21, Poughkeepsie, NY 12601
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

NOTICE AND CONFIRMATION
BOARD OF DIRECTORS REGULAR MEETING

Wednesday, June 10, 2026
8:10 AM

DATE: June 5, 2026

TO: Ronald J. Piccone II, *Vice Chairman/Treasurer*
Thomas J. LeCount, *Secretary*
Amy Bombardieri
Brian Berryann
Kristofer Munn

FROM: Mark Doyle, *Chairman*

A regular meeting of the Dutchess County Local Development Corporation [DCLDC] has been scheduled for **Wednesday, June 10, 2026 at 8:10 AM** at 3 Neptune Road, Suite A21, Poughkeepsie, NY 12601.

In compliance with NYS Senate Bill S88, signed into law on August 27, 2019 and effective as of January 2020, this meeting will be recorded.

PLEASE TAKE NOTICE that the Dutchess County Local Development Corporation (the "Corporation") Board Meeting scheduled for June 10, 2026 can also be viewed electronically via conference for the public. Members of the public may listen to the Board meeting by logging into the Zoom Platform at <https://us06web.zoom.us/j/81509471254> or calling 1-929-436-2866 Meeting ID: 815 0947 1254. The meeting will be recorded and will be posted on the Corporation's website.

The purpose of the meeting is to consider the following:

1. Conflict of Interest Disclosures
2. Proof of Meeting Notice
3. Bills and Communications
4. Approval of Minutes
May 13, 2026
5. Report from Treasurer
 - A. Financial Report
6. Reports from Committees
 - A. Policy Review Committee
7. Unfinished Business
8. New Business
 - A. For Consideration and Approval of a Bond Resolution for the Issuance of the DCLDC's Tax-Exempt Bonds Series 2026 (Dutchess Community College Association, Inc. Project) in an amount not to exceed \$17,000,000 for the benefit of Dutchess Community College Association, Inc. in connection with its refinancing of existing debt and refunding of the Issuer's Series 2011 Bonds.

Information Copy		
Sue Serino, DC Executive Eoin Wrafter	Robin Mack, CEO Jane Denbaum, CFO Donald Cappillino, Counsel Elizabeth Cappillino, Counsel	H. Gross, Mid-Hudson News



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Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

BOARD OF DIRECTORS REGULAR MEETING

Wednesday, June 10, 2026
8:10 AM

AGENDA

1. Roll Call
2. Conflict of Interest Disclosures
3. Proof of Meeting Notice
4. Bills and Communications
5. Approval of Minutes
May 13, 2026
6. Report from Treasurer
 - A. Financial Report
7. Reports from Committees
 - A. Policy Review Committee
8. Unfinished Business
9. New Business
 - A. For Consideration and Approval of a Bond Resolution for the Issuance of the DCLDC's Tax-Exempt Bonds Series 2026 (Dutchess Community College Association, Inc. Project) in an amount not to exceed \$17,000,000 for the benefit of Dutchess Community College Association, Inc. in connection with its refinancing of existing debt and refunding of the Issuer's Series 2011 Bonds.
10. Adjournment

In compliance with NYS Senate Bill S88, signed into law on August 27, 2019 and effective as of January 2020, this meeting will be recorded.

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MINUTES



3 Neptune Road, Poughkeepsie, NY 12601
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

BOARD OF DIRECTORS REGULAR MEETING

Wednesday, May 13, 2026

Present: Mark Doyle, *Chairman*
Ronald J. Piccone II, *Vice Chairman/Treasurer*
Thomas J. LeCount, *Secretary*
Amy Bombardieri
Laine Belmonte
Kristofer Munn

Unable to Attend: Brian Berryann

Also Present: Robin Mack, CEO
Jane Denbaum, CFO
Jasmin Haylett, Office Administrator
Peter Kollmar, Compliance Associate
Elizabeth Cappillino (Counsel)

On Wednesday, May 13, 2026, the Dutchess County Local Development Corporation [DCLDC] Board of Directors regular meeting was called to order by Chairman Doyle at 9:16 AM. Quorum was established with the following members: Mark Doyle, Jamie Piccone II, Tom LeCount, Amy Bombardieri and Laine Belmonte. Unable to attend was Brian Berryann.

CONFLICT OF INTEREST DISCLOSURES

Chairman Doyle asked board members if they had any potential conflicts with any items on the agenda. No conflicts were noted.

PROOF OF MEETING NOTICE

The meeting notice was posted on May 8, 2026.

BILLS AND COMMUNICATIONS

None

APPROVAL OF MINUTES

Chairman Doyle asked for a motion to approve the March 11, 2026 meeting minutes of the Dutchess County Local Development Corporation.

A motion was made by Ms. Bombardieri, duly seconded by Mr. Munn to approve the DCLDC Board of Directors meeting minutes for March 11, 2026. The roll call was taken; all voted in favor, and the motion was passed.

REPORT OF THE TREASURER

A. Financial Report

Ms. Denbaum reported on April 30, 2026 Balance Sheet and Profit & Loss Statement

- The current cash balance is \$2,541,512.49
- On the P&L sheet:
 - The cash revenue is \$377,750.78 to a budget of \$737,109.00 which is unfavorable to budget by \$359,358.22
 - The total expense is \$443,810.86 to a budget of \$1,329,067.00 which is favorable to budget by \$885,256.14
 - There is a net loss of \$66,060.08 to a budgeted net loss of \$591,958.00 which is favorable to budget by \$525,897.92

REPORTS OF COMMITTEES

A. Policy Review Committee

Ms. Mack noted that the Foil Policy will be reviewed at the June meeting.

UNFINISHED BUSINESS

A. Office Space (Suite A21) Lease

Ms. Mack noted the following:

- The lease for the current space expired on April 30th
- A new agreement was signed, effective May 1, 2026, which will end after one year, April 30, 2027, with the option for a second year
- She will continue to look at other spaces
- Ron assisted with the negotiation process to reach the current lease agreement amount
- CAM (common area maintenance) charges which were not separated out in prior years are now separated out and listed in the agreement
- The cost for using the signage on Route 9 is also added and a contract with the cleaning service for cleaning the office space three times a week with garbage pickup 5 times a week
- All these fees were broken out and rolled into the new agreement effective May 1, 2026

Discussion ensued with questions, responses and comments.

NEW BUSINESS

- #### A. For Consideration and Approval of a Preliminary Inducement Resolution for the Issuance of the DCLDC's Tax-Exempt Bonds Series 2026 (Dutchess Community College Association, Inc. Project) in an amount estimated to be \$16,150,000 and not to exceed \$17,000,000 for the benefit of Dutchess Community College Association, Inc. in connection with its refinancing of existing debt and refunding of the Issuer's Series 2011 Bonds.

Ms. Mack noted that this will be for a new Bond issuance to refinance its existing debt and clear/refund the Series 2011 bonds.

A motion was made by Mr. LeCount, duly seconded by Mr. Munn to approve the Preliminary Inducement Resolution for the Issuance of the DCLDC's Tax-Exempt Bonds Series 2026 (Dutchess

Community College Association, Inc. Project) in an amount estimated to be \$16,150,000 and not to exceed \$17,000,000 for the benefit of Dutchess Community College Association, Inc. in connection with its refinancing of existing debt and refunding of the Issuer's Series 2011 Bonds. The roll call was taken; all voted in favor, and the motion was passed.

B. Approval to submit 1st Quarter County Reimbursement Request

Ms. Denbaum noted that the amount being requested for the first quarter is \$77,282.63 which is for salaries, the fringe, consulting services, Group Gordon, travel reimbursement, site selection, the office space for the County, WEDC space, and other expenses.

A motion was made by Mr. Piccone II, duly seconded by Ms. Bombardieri to approve and submit the 1st Quarter Reimbursement Request of \$77,282.63 to the County. The roll call was taken; all voted in favor, and the motion was passed.

ADJOURNMENT

There being no further business on the agenda to discuss, the meeting was adjourned by Chairman Doyle at 9:36 AM.

Respectfully submitted,

Thomas J. LeCount, Secretary

Date

Meeting 05/13/2026
Approved _____
Certified _____

Dutchess County Local Development Corporation

Balance Sheet

As of May 31, 2026

06/04/26

Accrual Basis

	May 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1010 · Cash	
1100 · Checking -- TD Bank	169,902.82
1101 · Petty Cash	300.00
1182 · CD2 - NBT (Salisbury)	2,358,913.67
Total 1010 · Cash	2,529,116.49
Total Checking/Savings	2,529,116.49
Accounts Receivable	
11000 · Accounts Receivable	5,736.73
Total Accounts Receivable	5,736.73
Total Current Assets	2,534,853.22
Fixed Assets	
1390 · Furniture & Equipment	
1680 · Furniture & Equipment	124,503.18
1710 · Accumulated Depreciation	-110,963.24
Total 1390 · Furniture & Equipment	13,539.94
1600 · ROU Lease Asset	
1690 · ROU Lease	803,315.00
1790 · Accumulated Lease Amortization	-388,700.42
Total 1600 · ROU Lease Asset	414,614.58
Total Fixed Assets	428,154.52
Other Assets	
1175 · Other Assets	
1200 · Receivables	4,651.50
1310 · Prepaid Expenses	20,714.70
1320 · Payroll Deposit	15,011.00
1325 · Security Deposit	7,049.40
Total 1175 · Other Assets	47,426.60
Total Other Assets	47,426.60
TOTAL ASSETS	3,010,434.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · *Accounts Payable	38,506.55
Total Accounts Payable	38,506.55
Other Current Liabilities	
1990 · Liabilities	
2290 · Lease Liability - Current	78,279.20
Total 1990 · Liabilities	78,279.20
Total Other Current Liabilities	78,279.20
Total Current Liabilities	116,785.75

Dutchess County Local Development Corporation

Balance Sheet

As of May 31, 2026

	<u>May 31, 26</u>
Long Term Liabilities	
2300 · Long Term Liabilities	
2390 · Lease Liability - Long Term	419,936.54
Total 2300 · Long Term Liabilities	<u>419,936.54</u>
Total Long Term Liabilities	<u>419,936.54</u>
Total Liabilities	536,722.29
Equity	
30000 · Opening Balance Equity	1,093,744.17
32000 · Unrestricted Net Assets	1,531,683.94
Net Income	<u>-151,716.06</u>
Total Equity	<u>2,473,712.05</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,010,434.34</u></u>

Dutchess County Local Development Corporation Profit & Loss Budget vs. Actual January through May 2026

	Jan - May 26	Budget	\$ Over Budget	% of Budget
Income				
4000 · Cash Revenues				
4020 · Administration Fees	60,507.45	125,000.00	-64,492.55	48.4%
4030 · Application Fees	2,000.00	1,000.00	1,000.00	200.0%
4035 · Compliance Fees	1,500.00	3,500.00	-2,000.00	42.9%
4040 · Dutchess County	77,282.63	250,000.00	-172,717.37	30.9%
4050 · DCIDA	200,000.00	200,000.00	0.00	100.0%
4060 · Private Sector	0.00	70,000.00	-70,000.00	0.0%
4080 · DCWIB	11,552.10	27,609.00	-16,056.90	41.8%
4910 · Interest	35,280.66	60,000.00	-24,719.34	58.8%
Total 4000 · Cash Revenues	388,122.84	737,109.00	-348,986.16	52.7%
Total Income	388,122.84	737,109.00	-348,986.16	52.7%
Expense				
6000 · Expenditures				
6240 · Audit	0.00	13,900.00	-13,900.00	0.0%
6245 · Board & Committee	0.00	1,000.00	-1,000.00	0.0%
6270 · Computer Consulting	8,917.15	19,802.00	-10,884.85	45.0%
6273 · Dues, Subs, & Pubs	14,219.21	45,000.00	-30,780.79	31.6%
6274 · Education/Training	0.00	4,550.00	-4,550.00	0.0%
6275 · Equipment	0.00	3,000.00	-3,000.00	0.0%
6310 · Insurance	4,388.71	4,500.00	-111.29	97.5%
6390 · Marketing	29,837.23	45,000.00	-15,162.77	66.3%
6395 · Office Supplies	4,048.56	5,000.00	-951.44	81.0%
6400 · Other Expenditure	869.81	2,000.00	-1,130.19	43.5%
6410 · Payroll	249,134.72	599,359.00	-350,224.28	41.6%
6415 · Payroll Tax	24,532.54	53,465.00	-28,932.46	45.9%
6420 · Payroll Fringe	70,346.38	168,000.00	-97,653.62	41.9%
6450 · Professional Fees	12,837.50	14,760.00	-1,922.50	87.0%
6500 · Professional Service Contracts	45,050.00	137,120.00	-92,070.00	32.9%
6505 · Phone	3,207.01	7,500.00	-4,292.99	42.8%
6510 · Postage	151.36	500.00	-348.64	30.3%
6520 · Printing	0.00	500.00	-500.00	0.0%
6540 · Rent	41,792.65	104,111.00	-62,318.35	40.1%
6548 · Trade Show	6,250.00	10,000.00	-3,750.00	62.5%
6550 · Travel & Meetings	6,656.07	25,000.00	-18,343.93	26.6%
6553 · Event Expense	17,600.00	65,000.00	-47,400.00	27.1%
Total 6000 · Expenditures	539,838.90	1,329,067.00	-789,228.10	40.6%
Total Expense	539,838.90	1,329,067.00	-789,228.10	40.6%
Net Income	-151,716.06	-591,958.00	440,241.94	25.6%

**BOND RESOLUTION
DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC. SERIES 2026 BONDS**

A regular meeting of the Board of Directors of Dutchess County Local Development Corporation (the “**Issuer**”) was convened in public session in the offices of the Issuer located at Three Neptune Road, Town of Poughkeepsie, Dutchess County, New York on June 10, 2026 at 8:15 a.m., local time.

The meeting was called to order by the (Vice) Chairman of the Board of Directors of the Issuer and, upon roll being called, the following members of the Board of Directors of the Issuer were:

PRESENT: Mark Doyle, Chairman
Ronald J. Piccone, II, Vice Chairman/Treasurer
Thomas J. LeCount, Secretary
Amy L. Bombardieri
Brian C. Berryann
Kristofer Munn

ABSENT:

ALSO PRESENT: Robin Mack, Chief Executive Officer
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

The following resolution was offered by [], and seconded by [] to wit:

RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, SALE AND DELIVERY BY DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION OF ITS TAX-EXEMPT REVENUE BONDS (DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC. PROJECT), SERIES 2026, IN ONE OR MORE SERIES, AS PART OF A PLAN ON FINANCING, IN THE AGGREGATE STATED PRINCIPAL AMOUNT NOT TO EXCEED \$17,000,000, AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND INSTRUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Issuer was created pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, as amended (the “**Enabling Act**”); and pursuant to the provisions of the Enabling Act and Revenue Ruling 57-187 and Private Letter Ruling 200936012, the County Legislature of Dutchess County, New York (the “**County**”) adopted a resolution on April 12, 2010 (A) authorizing the incorporation of the Issuer under the Enabling Act, and (B) appointing the initial members of the Board of Directors of the Issuer; and in April, 2010, a

Certificate of Incorporation was filed with the New York Secretary of State's Office (the "**Certificate of Incorporation**") creating the Issuer as a public instrumentality of the County; and

WHEREAS, the Issuer is authorized and empowered by the provisions of the Enabling Act to relieve and reduce unemployment, promote and provide for additional and maximum employment, better and maintain job opportunities, and lessen the burdens of government and act in the public interest, and in carrying out the aforesaid purposes and in exercising the powers conferred in the Enabling Act, the Enabling Act declares that the Issuer will be performing essential governmental functions; and

WHEREAS, to accomplish its stated purposes, the Issuer is authorized and empowered under the Enabling Act to acquire real and personal property; to borrow money and issue negotiable bonds, notes and other obligations therefore; to lease, sell, mortgage or otherwise dispose of or encumber any of its real or personal property upon such terms as it may determine; and otherwise to carry out its corporate purposes in the territory in which the operations of the Issuer are principally to be conducted; and

WHEREAS, 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**"), has submitted an application to the Issuer (the "**Application**"), a copy of which application is on file at the office of the Issuer, which Application requested that the Issuer consider undertaking a project 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 one or more series, as part of a plan of financing, in the aggregate stated principal amount 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 located on Dutchess Community College's campus at 53 Pendell Road, Poughkeepsie, Dutchess County, New York, 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) Paying 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**”); the Project will be owned or operated by the Institution; 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**”).

WHEREAS, the financing through the issuance of the Bonds, in one or more issues or series, as part of a plan of financing, is in an aggregate stated principal amount not to exceed \$17,000,000; and

WHEREAS, in response to the receipt by the Issuer of the Application, the Chairman of the Issuer (A) caused a notice of public hearing (the “**Public Hearing**”) of the Issuer to hear all persons interested in the Project to be published on May 28, 2026 in the *Poughkeepsie Journal*, a newspaper of general circulation available to the residents of Dutchess County, New York and the Town of Poughkeepsie; (B) caused a notice of the Public Hearing to be mailed on May 28, 2026 to the chief executive officers of the County and of each city, town, village and school district in which the Project are located; (C) conducted the Public Hearing on June 8, 2026 at 9:30 a.m., local time at the offices of the Issuer, Three Neptune Road, Poughkeepsie, New York; and (D) caused a transcript report of the Public Hearing to be made (the “**Public Hearing Report**”) which fairly reported the views presented at such Public Hearing and caused a copy of said Public Hearing Report to be made available to the members of the Board of Directors of the Issuer and to the County Executive of Dutchess County, New York (the “**County Executive**”); and

WHEREAS, by resolution adopted by the members of the Board of Directors of the Issuer on May 13, 2026 (the “**Inducement Resolution**”), the Board of Directors of the Issuer determined to proceed with the Project and to enter into a Preliminary Agreement with the Institution (the “**Preliminary Agreement**”) relating to the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “**SEQR Act**”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “**Regulations**”) and collectively with the SEQR Act, “**SEQRA**”), the Issuer determined in the Inducement Resolution that the Project is a “Type II Action” under 6 NYCRR § 617.5(c)(29) which will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project; and

WHEREAS, the Issuer will issue its Series 2026 Bonds, in one or more issues or series, as part of a plan of financing, in an aggregate stated principal amount not to exceed \$17,000,000 under this resolution (the “**Bond Resolution**” or the “**Resolution**”) and a Bond Purchase and Loan Agreement, dated the date of issuance of the Series 2026 Bonds (the “**Bond Purchase Agreement**”), by and among the Issuer, the Institution and M&T Bank, as purchaser of the Series 2026 Bonds (the “**Bank**”); and

WHEREAS, pursuant to the terms of the Bond Purchase Agreement, (A) the Bank will purchase the Series 2026 Bonds from the Issuer, (B) the Issuer will loan the proceeds of the

sale of the Series 2026 Bonds to the Institution (the “**Loan**”), and (C) the Institution will make certain payments to or upon the order of the Issuer, which payments shall include amounts equal to the debt service payments due on the Series 2026 Bonds; and

WHEREAS, also pursuant to the terms of the Bond Purchase Agreement, the net proceeds of the sale of the Series 2026 Bonds (the “**Bond Proceeds**”) will be disbursed by the Bank to the Institution to pay the Project Costs (as defined in the Bond Purchase Agreement), but only upon satisfaction of the requirements for making such disbursements set forth in the Bond Purchase Agreement; and

WHEREAS, as security for the Series 2026 Bonds: (i) the Institution will grant a first priority leasehold mortgage lien on and security interest in the Facility pursuant to a certain Leasehold Mortgage, dated as of June 1, 2026, from the Institution to the Issuer and the Bank (the “**Mortgage**”); (ii) the Issuer will assign its rights and interest in and to the Mortgage (except the Unassigned Rights as defined in the Bond Purchase Agreement) to the Bank pursuant to a certain Assignment of Mortgage, dated as of June 1, 2026, from the Issuer to the Bank (the “**Assignment of Mortgage**”); (iii) the Institution will grant to the Bank and the Issuer the right to receive certain payments of leases and rents pursuant to a certain Assignment of Leases and Rents, dated as of June 1, 2026, from the Institution to the Issuer and the Bank (the “**Assignment of Leases and Rents**”) and (iv) the Issuer will assign its rights and interests in and to the Assignment of Leases and Rents (except the Unassigned Rights) to the Bank pursuant to a certain Assignment of Assignment of Leases and Rents, dated as of June 1, 2026, from the Issuer to the Bank (the “**Assignment of Assignment of Leases and Rents**”); and

WHEREAS, to demonstrate compliance with the provisions of the Code relating to the issuance of the Series 2026 Bonds, (A) the Issuer will execute a completed Internal Revenue Service Form 8038 (Information Return for Private Activity Bonds) relating to the Series 2026 Bonds (the “**Information Return**”) pursuant to Section 149(e) of the Code, and file the Information Return with the Internal Revenue Service; and (B) the Issuer and the Institution will execute a Tax Compliance Agreement dated the date of delivery of the Series 2026 Bonds (the “**Tax Compliance Agreement**”) relating to the requirements in Sections 103 and 145 through 150 of the Code; and

WHEREAS, the Issuer now desires to authorize the issuance of the Series 2026 Bonds for the purpose of paying a portion of the Project Costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF DIRECTORS OF DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. The Issuer hereby finds and determines that:

(A) By virtue of the Certificate of Incorporation, the Amendment to the Certificate of Incorporation and the Enabling Act, the Issuer has been vested with all powers necessary and convenient to carry out and effectuate the purposes and

provisions of the Enabling Act and to exercise all powers granted to it under the Enabling Act; and

(B) The financing and/or refinancing of the Project through the issuance of the Series 2026 Bonds will relieve and reduce unemployment, promote and provide for additional and maximum employment and better and maintain job opportunities, and thereby lessen the burdens of government; and

(C) It is desirable and in the public interest for the Issuer to issue and sell its Series 2026 Bonds upon the terms and conditions set forth in the Bond Purchase Agreement.

Section 2. In consequence of the foregoing, the Issuer hereby determines to: (A) issue the Series 2026 Bonds on the terms and conditions set forth in the Bond Purchase Agreement; (B) execute the Tax Compliance Agreement, pursuant to which the Issuer and the Institution make certain covenants to ensure the continued compliance with the Code; (C) execute the Information Return in connection with the issuance of the Series 2026 Bonds; (D) sell the Series 2026 Bonds to the initial purchaser thereof pursuant to the terms set forth in the Bond Purchase Agreement; (E) use the proceeds of the Series 2026 Bonds to make the Loan to the Institution for the purpose of paying a portion of the Project Costs; (F) file the Information Return with the IRS; and (G) execute any and all related documents, instruments, and certificates.

Section 3. The form and substance of the Series 2026 Bonds, the Bond Purchase Agreement, the Tax Compliance Agreement, the Information Return, and any documents necessary and incidental thereto including, but not limited to, any documents approved by counsel to the Issuer (collectively, the “**Issuer Documents**”) are hereby approved.

Section 4. Subject to receipt by the Issuer of the executed certificate from the County Executive indicating that the County Executive has approved the issuance of the Series 2026 Bonds pursuant to, and solely for the purposes of, Section 147(f) of the Code, the Issuer is hereby authorized to issue, execute, sell and deliver its Series 2026 Bonds, in one or more issues or series, as part of a plan of financing, in an aggregate stated principal amount not to exceed \$17,000,000, or so much thereof as may be determined by the Issuer and the Institution to be necessary to finance the Project Costs, in the form and in the amount and containing the other provisions determined by the Chairman, the Vice Chairman and/or the Chief Executive Officer of the Issuer and the Issuer is hereby authorized to deliver said Series 2026 Bonds to the purchasers thereof against receipt of the purchase price thereof, all pursuant to the Enabling Act and in accordance with the provisions of this Bond Resolution and the Bond Purchase Agreement, provided that:

(A) The Series 2026 Bonds authorized to be issued, executed, sold and delivered pursuant to this Section 4 shall (1) be issued, executed and delivered at such time as the Chairman, the Vice Chairman and/or the Chief Executive Officer of the Issuer shall determine, and (2) bear interest at the rate or rates, be issued in such form, be subject to redemption prior to maturity and have such other terms and provisions and be issued in such manner and on such conditions as are set forth in

the Series 2026 Bonds and the Bond Purchase Agreement, or as are hereinafter approved by the Chairman, the Vice Chairman and/or the Chief Executive Officer of the Issuer in accordance with Section 5 hereof, which terms are specifically incorporated herein by reference with the same force and effect as if fully set forth in this Bond Resolution.

(B) The Series 2026 Bonds shall be issued solely for the purpose of providing funds to finance (1) the costs of making the Loan for the purpose of paying a portion of the Project Costs as described in the Issuer Documents, and (2) a portion of the administrative, legal, financial and other expenses of the Issuer in connection with the Loan and the Project and incidental to the issuance of the Series 2026 Bonds.

(C) Neither the members, directors nor officers of the Issuer, nor any person executing the Series 2026 Bonds or any of the Financing Documents (as hereinafter defined) on behalf of the Issuer, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution, issuance or delivery thereof. The Series 2026 Bonds and the interest thereon are not and shall never be a debt of the State of New York, or Dutchess County, New York or any political subdivision thereof, and neither the State of New York, or Dutchess County, New York nor any political subdivision thereof shall be liable thereon.

(D) The Series 2026 Bonds, together with interest payable thereon, shall be special obligations of the Issuer payable solely from certain of the revenues and receipts derived from repayment of the Loan or from the enforcement of the security provided by the Financing Documents (as hereinafter defined) and the other security pledged to the payment thereof.

(E) Notwithstanding any other provision of this Bond Resolution, the Issuer covenants that it will make no use of the proceeds of the Series 2026 Bonds or of any other funds of the Issuer (other than the Issuer's administrative fees) which, if said use had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused any of the Series 2026 Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 5. (A) The Chairman, the Vice Chairman and/or the Chief Executive Officer of the Issuer are hereby authorized, on behalf of the Issuer, to execute and deliver the Issuer Documents and the other documents related thereto (collectively with the Issuer Documents, the "**Financing Documents**"), and, where appropriate, the Secretary (or Assistant Secretary) of the Issuer is hereby authorized to affix the seal of the Issuer thereto and to attest the same, all in substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chairman, the Vice Chairman and/or the Chief Executive Officer shall approve, the execution thereof by the Chairman, the Vice Chairman and/or the Chief Executive Officer to constitute conclusive evidence of such approval including such changes to the Financing Documents as are deemed appropriate by the Chairman, the Vice Chairman and/or

the Chief Executive Officer of the Issuer to provide for bond insurance provided by a bond insurer selected by the Institution.

(B) The Chairman, the Vice Chairman and/or the Chief Executive Officer of the Issuer are hereby further authorized, on behalf of the Issuer, to designate any additional authorized representatives of the Issuer.

Section 6. The officers, employees and agents of the Issuer are hereby authorized and directed for and in the name and on behalf of the Issuer to do all acts and things required or provided for by the provisions of the Financing Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this Bond Resolution and to cause compliance by the Issuer with all of the terms, covenants and provisions of the Financing Documents binding upon the Issuer.

Section 7. All actions taken by the Chief Executive Officer of the Issuer in connection with Section 5 of this Bond Resolution, prior to the date of this Bond Resolution, are hereby ratified and confirmed.

Section 8. This Bond Resolution shall take effect immediately and the Series 2026 Bonds are hereby ordered to be issued in accordance with this Bond Resolution.

The question of the adoption of the foregoing Bond Resolution was duly put to a vote on roll call, which resulted as follows:

Mark Doyle, Chairman	VOTING
Ronald J. Piccone, II, Vice Chairman/Treasurer	VOTING
Thomas J. LeCount, Secretary	VOTING
Amy L. Bombardieri	VOTING
Brian C. Berryann	VOTING
Kristofer Munn	VOTING

The foregoing Bond Resolution was thereupon declared duly adopted.

Adopted: June 10, 2026

BOND PURCHASE AGREEMENT AND LOAN AGREEMENT

BY AND AMONG

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION,

as the Issuer,

DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC.

as the Company,

AND

[M&T BANK],

as the Bank

DATED: as of [] 1, 2026

**[\$] Dutchess County Local Development Corporation
Tax-Exempt Revenue Bonds
(Dutchess Community College Association, Inc. Project), Series 2026**

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BOND PURCHASE AGREEMENT AND LOAN AGREEMENT

THIS BOND PURCHASE AGREEMENT AND LOAN AGREEMENT (this "Bond Purchase and Loan Agreement"), dated as of [_____] 1, 2026, by and among (i) **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having its principal office at 3 Neptune Road, Poughkeepsie, New York 12601 (the "Issuer"), (ii) **DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC.** a New York not-for-profit education corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which is exempt from federal income taxation pursuant to Section 501(a) of the Code, having its principal office at 53 Pendell Road, Poughkeepsie, New York 12603 (the "Company"), and (iii) **[M&T BANK]**, a banking corporation duly authorized and validly existing under the laws of the State of New York, and having an office at 327 Great Oaks Boulevard, Albany, New York 12203 (the "Bank").

WITNESSETH:

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "State"), as amended (hereinafter collectively called the "Act"), and pursuant to its Certificate of Incorporation, the Issuer was established as a not-for-profit local development corporation of the State with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, the Act authorizes the Issuer to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of and interest on any such bonds so issued and any agreements made in connection therewith, to pledge the revenues and receipts from the lease or sale thereof to secure the payment of such bonds and interest thereon; and

WHEREAS, pursuant to a certain resolution duly adopted by the Issuer on June 10, 2026 (the "Bond Resolution"), the Issuer authorized the issuance and sale of its \$[_____] aggregate principal amount Tax-Exempt Revenue Bonds (Dutchess Community College Association, Inc. Project), Series 2026 (the "Bond" or the "Bonds") for the purpose of assisting the Company in financing a certain project (the "Project"), consisting of: (A) the refunding of all or a portion of the outstanding principal amount of the Issuer's Multi-Modal Revenue Bonds, (Dutchess Community College Association, Inc. Project), Series 2011, issued for the benefit of the Company 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 located on the campus of Dutchess Community College (the "Institution"), which campus is located at 53 Pendell Road, Poughkeepsie, in Dutchess County, New York comprising substantially of the following: (i)

approximately 145 three bedroom units, (ii) approximately 38 one bedroom units (eight of which are 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 (the "Equipment," and collectively with the Improvements, the "Facility"); (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 (collectively, (a) – (c), the "2011 Project"); (B) the paying of all or a portion of the costs incidental to the issuance of the Bonds, including issuance costs of the Bonds and any reserve funds as may be necessary to secure the Bonds (collectively, (A) and (B) shall be referred to here as the "Project Costs"); and

WHEREAS, pursuant to that certain Ground Lease, dated January 28, 2011 by and among Dutchess County, New York, acting in its capacity as trustee for the Institution (the "Ground Lessor"), the Institution and the Company, whereby the Ground Lessor leased the land upon which the Facility was constructed to the Company, and that certain Residence Hall Operating Agreement, dated as of July 1, 2011 (the "Residence Hall Operating Agreement"), by and between the Company and the Institution, the Company will be the lessee and operator of the Facility; and

WHEREAS, as security for the Bonds: (i) the Company will grant a first priority leasehold mortgage lien on and security interest in the Facility pursuant to a certain Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of [] 1, 2026, from the Company to the Issuer (the "Mortgage"); (ii) the Issuer will assign its rights and interest in and to the Mortgage (except the Unassigned Rights as defined herein) to the Bank pursuant to a certain Assignment of Mortgage, dated as of [] 1, 2026, from the Issuer to the Bank (the "Assignment of Mortgage"); (iii) the Company will grant to the Bank and the Issuer the right to receive certain payments of leases and rents pursuant to a certain Assignment of Leases, Rents and Profits, dated as of [] 1, 2026, from the Company to the Issuer and the Bank (the "Assignment of Leases and Rents") and (iv) the Issuer will assign its rights and interests in and to the Assignment of Leases and Rents (except the Unassigned Rights) to the Bank pursuant to a certain Assignment of Assignment of Leases, Rents and Profits, dated as of [] 1, 2026, from the Issuer to the Bank (the "Assignment of Assignment of Leases and Rents"); and

WHEREAS, as additional security for the Bonds, the Company will grant to the Bank: (i) a security interest in and to the Gross Receipts (as defined in the hereinafter defined Pledge of Gross Receipts) pursuant to a certain Pledge of Gross Receipts, dated as of [] 1, 2026 (the "Pledge of Gross Receipts"); and (ii) a security interest in certain Collateral (as defined in the hereinafter defined Security Agreement) pursuant to a certain Security Agreement, dated as of [] 1, 2026 (the "Security Agreement") ; and

WHEREAS, the execution and delivery of this Bond Purchase and Loan Agreement and the issuance of the Bonds under the Act have been in all respects approved and duly and validly authorized by the Bond Resolution; and

WHEREAS, the undertaking of the Project is for a proper purpose, to wit, to promote the job opportunities, the general prosperity and economic welfare of the inhabitants of the State, pursuant to the provisions of the Act; and

WHEREAS, the Bank, in consideration of, among other things, the express promises of the Company set forth in Section 2.04 and 4.34 hereof, has agreed to purchase the Bonds in an aggregate principal amount of \$[_____] and to make the proceeds thereof available to the Company for the purpose of assisting in the financing of the Project, all on the terms of this Bond Purchase and Loan Agreement; and

WHEREAS, the Bonds shall be substantially in the forms attached hereto as **Exhibit A** and made a part hereof.

NOW, THEREFORE, the parties agree as follows:

[Remainder of Page Intentionally Left Blank]

ARTICLE I. DEFINITIONS

Section 1.01. Definitions of Terms. The following words and terms as used in this Bond Purchase and Loan Agreement shall have the following meanings:

"Act" means Section 1411 of the Not-For-Profit Corporation Law of the State of New York 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 Company as debtor or the Issuer under any applicable bankruptcy, insolvency, reorganization or similar law as now or hereafter in effect.

"Additions to Tax" means any penalties, fines, additions to tax, interest and additional amount described in Chapter 68 of the Code and in any similar state statute with respect to state income or franchise tax.

"Affiliate" of a Person means (a) any corporation, association, business trust, joint venture, limited liability company or other entity, partnership or similar entity organized on a for-profit basis under the laws of any state, of which the Person (or its members or governing body) possesses, directly or indirectly, in excess of 5% of the voting rights with respect thereto, provided that the ability to acquire voting rights shall not be treated as possession of such rights until the rights are acquired, or (b) any other corporation, association, business trust, joint venture, limited liability company or other entity, partnership or similar entity organized on a not-for-profit basis under the laws of any state, the charter, certificate of incorporation or bylaws of which require or expressly permit the Person (or its members or governing body) to exercise control thereof, whether through (i) appointment of officers or employees of the Person (or its members or governing body) to its governing body (including, without limitation, on an ex-officio basis) with voting rights, (ii) appointment of members of such governing body by the Person (or its members or governing body), (iii) authority of the Person (or its members or governing body) to remove the members of such governing body or (iv) the right or power of the Person to require the use of funds or assets for any purpose of such Person.

"Anti-Terrorism Laws" means any laws (including common law), statutes, treaty, ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering including Executive Order No. 13224 and the USA Patriot Act.

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

"Assignment of Leases and Rents" means the Assignment of Leases, Rents and Profits, dated as of [] 1, 2026, from the Company to the Issuer.

"Assignment of Assignment of Leases and Rents" means the Assignment of Assignment of Leases, Rents and Profits, dated as of [] 1, 2026, from the Issuer to the Bank.

"Assignment of Mortgage" means the Assignment of Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of [_____] 1, 2026, from the Issuer to the Bank.

"Authorized Investments" means such investments as are designated by the Company, approved by the Bank and permitted under the Tax Compliance Agreement.

"Authorized Representative" means, in the case of the Issuer, the Chair, the Vice Chairman or the Chief Executive Officer of the Issuer; in the case of the Company, [____]; in the case of the Bank, [any Vice President of the Bank] and, in the case of each of the Issuer and the Company such additional persons as, at the time, are designated to act on behalf of the Issuer or the Company, as the case may be, by written certificate furnished to the Bank, and to the Issuer or Company, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Issuer by the Chair, Vice Chair or the Chief Executive Officer of the Issuer, or (ii) the Company by its [_____].

"Available Tenor" or "Available Tenors" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to the Bond Documents as of such date.

"Bank" means (i) [M&T Bank], a banking corporation duly authorized and validly existing under the laws of the State of New York, and its successors and assigns as the Holder, and (ii) any surviving, resulting or transferee banking association or corporation authorized to do business in the State.

"Bank Documents" means collectively, the Assignment of Mortgage, the Assignment of Assignment of Leases and Rents, the Security Agreement, the Pledge of Gross Receipts and the Environmental Compliance and Indemnification Agreement.

"Bank Exempt Rate" means a floating rate per annum equal to 79% of the sum of (i) the one month Term SOFR plus (ii) 2.00%, with a Floor of 0.00% with respect to the one month Term SOFR.

"Benchmark" means, initially, Term SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Term SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (i) of Section 5.01(g).

"Benchmark Replacement" means, for any Available Tenor, the sum of: (a) the alternate benchmark rate that has been selected by the Bank as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities at such time and (b) the related Benchmark

Replacement Adjustment; provided, however, with respect to the Bonds, such alternate benchmark rate selected by the Bank shall be a "qualified rate" as described in the federal tax regulations (currently, 26 CFR § 1.1001-6(h)(3)), as may be amended from time to time, and in connection with any conversion to the Benchmark Replacement contemplated by this definition with respect to the Bonds, Company will deliver, at its sole cost and expense, to the Issuer and the Bank a Favorable Opinion of Bond Counsel. In no event shall the Benchmark Replacement contemplated by this definition replace the then-current Benchmark with respect to the Bonds prior to receipt by the Issuer and the Bank of such Favorable Opinion of Bond Counsel. If such Favorable Opinion of Bond Counsel has not been delivered before the Benchmark Replacement Date, then interest on the Bonds shall accrue at a rate per annum equal to the Variable Rate beginning on the date of the first Benchmark setting following the Benchmark Replacement Date and ending on the first Business Day following the receipt of the Favorable Opinion of Bond Counsel by the Issuer and the Bank. After such date, interest on the Bonds will accrue at a rate per annum calculated using the Benchmark Replacement. Notwithstanding the above, if the Benchmark Replacement would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank for the applicable Corresponding Tenor, giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities;

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, without limitation, changes to the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the loan evidenced hereby), which such changes are not reasonably expected to result in a deferral of, or reduction in, any scheduled payment of interest or principal.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (a) of the definition of "Benchmark Transition Event," the later of (x) the date of the public statement or publication of information referenced therein and (y) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (b) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased, or will cease on a specified date, to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and indicating that representativeness will not be restored.

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Bond Document in accordance with Section 5.01(g) hereof and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Bond Document in accordance with Section 5.01(g) hereof.

"Bonds" mean the \$[] aggregate principal amount Tax-Exempt Revenue Bonds (Dutchess Community College Association, Inc. Project), Series 2026.

"Bond Counsel" means the law firm of Harris Beach Murtha Cullina PLLC or an attorney or firm of attorneys selected by the Issuer whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Documents" or "Financing Documents" means collectively, this Bond Purchase and Loan Agreement, the Bonds, the Tax Compliance Agreement, the Mortgage, the Assignment of

Leases and Rents, the Bank Documents, and any other document now or hereafter executed by the Issuer or the Company in favor of the Holder which affects the rights of the Holder in or to the Project, in whole or in part, or which secures or guarantees any sum due on the Bonds or any of the other Financing Documents, each as amended, restated, supplemented or otherwise modified, from time to time and all documents related thereto and executed in connection therewith.

"Bondholder" or "Holder" or "Owner" means the registered owner at the time in question of the Bonds. The initial Holder is the Bank.

"Bond Proceeds" means the sum of the face amount of the Bonds plus accrued interest.

"Bond Purchase and Loan Agreement" means this Bond Purchase and Loan Agreement, dated as of the date hereof, by and among the Issuer, the Company and the Bank, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Bond Registrar" shall mean the Bank acting in the capacity of Bond Registrar as set forth in Section 3.03(b) hereof

"Bond Resolution" means the resolution adopted by the Issuer on June 10, 2026, authorizing, among other things, the issuance, execution, sale and delivery of the Bonds and the execution and delivery of Issuer Documents, as such resolution may be amended or supplemented from time to time.

"Business Day" means a day other than a Saturday, Sunday, legal holiday or other day on which the Bank is authorized by law or executive order to remain closed.

"Closing Date" means the date of sale and delivery of the Bonds, being [____], 2026.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Treasury Department thereunder and under the Internal Revenue Code of 1954, as amended.

"Collateral" shall have the meaning given such term in the Security Agreement, describing certain collateral pledged by the Company to the Bank as security for the Bonds thereunder.

"Company" means Dutchess County Community College Association, Inc. a New York not-for-profit education corporation and an organization described in Section 501(c)(3) of the Code.

"Company Accounting Standards" means the accrual basis accounting practices in accordance with GAAP generally as presently used by the Company, as reflected in the audited financial statements of the Company for the year ended [June 30, 2025], consistently applied without change.

"Company Documents" means this Bond Purchase and Loan Agreement, the Environmental Compliance and Indemnification Agreement, the Tax Compliance Agreement, the Mortgage, the Assignment of Leases and Rents, the Bank Documents and any other document executed by the Company in connection with the transactions contemplated by the Financing

Documents, as each may be amended, restated, supplemented or otherwise modified, from time to time.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under Governmental Authority.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Debt" or "Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP. (a) all obligations of such Person for borrowed money, and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments (b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments, (c) net obligations of such Person under any swap or other hedge, (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business), (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, (f) capital leases and (h) all guaranty obligations of such Person in respect of any of the foregoing.

[Bank to Confirm] "Debt Service Coverage Ratio" means, for any relevant period, for such Person, the ratio of (i) Adjusted Change in Net Assets Without Donor Restrictions to (ii) Debt Service. For purposes of the foregoing, "Adjusted Change in Net Assets Without Donor Restrictions" means, for any relevant period, an amount equal to the Change in Net Assets Without Donor Restrictions for such Person exclusive of (i) depreciation expense, (ii) amortization expense, (iii) interest expense, (iv) all investment gains and losses whether realized or unrealized including swap gains and losses, and (v) all non-recurring extraordinary items; "Change in Net Assets Without Donor Restrictions" means, for any relevant period, for such Person, an amount equal to the change in net assets without donor restrictions from operations; and "Debt Service" means, for any relevant period, for such Person, an amount equal to the sum of (x) scheduled principal payments required to be paid during such period on all Indebtedness (whether paid or not), plus (y) scheduled interest payments required to be paid during such period on all Indebtedness (whether paid or not), less (z) any principal and interest actually paid on all Indebtedness in excess of the scheduled payments.

"Default Rate" has the meaning set forth in in Section 5.01(a).

"Environmental Compliance and Indemnification Agreement" means the Environmental Indemnification and Compliance Agreement, dated as of [_____] 1, 2026, from the Company to the Bank and the Issuer.

"Environmental Laws" means all federal, State and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, State and local governmental agencies and authorities with respect thereto.

"Equipment" shall have the meaning assigned to such term in the recitals of this Bond Purchase and Loan Agreement.

"Event of Default" means any of those events defined as Events of Default by Section 6.01 of this Bond Purchase and Loan Agreement.

"Event of Taxability" means:

(A) a final determination by any court of competent jurisdiction or a final determination by the Internal Revenue Service ("IRS") to which the Company shall consent or from which no timely appeal shall be taken to the effect that interest on the Bonds is includable in the gross income of the Holders thereof for federal income tax purposes; or

(B) ninety (90) days after receipt by the Issuer, the Bank or the Company of written notice that the IRS has issued a "notice of deficiency" or similar notice to any present or former Holder of a Series 2026 Bond assessing a tax in respect of any interest on the Bonds as a result of such interest being includable in gross income for federal income tax purposes, provided that such notice has not been withdrawn by the IRS and from which such Holder (or the Issuer, the Company or the Bank on behalf of the Holder, if allowable) has not filed a timely petition in the United States Tax Court contesting the same; or

(C) the delivery to the Company, the Bank and the Issuer of an opinion of Bond Counsel to the effect that interest on the Bonds is includable in the gross income of a Holder thereof for federal income tax purposes.

Nothing in this definition of "Event of Taxability" shall be construed to mean that the Issuer, the Company or any Holder of any Bond shall have any obligation to contest or appeal any assertion or decision that any interest payable under the Bonds is subject to taxation.

Notwithstanding the foregoing, in no event shall the imposition of an alternative minimum tax or preference tax or environmental tax or branch profits tax on any Bondholder, the calculation of which included the interest on the Bonds, be considered an Event of Taxability.

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

"Facility" shall have the meaning assigned to such term in the recitals to this Bond Purchase and Loan Agreement.

"Fiscal Year" means the twelve (12) month period beginning on July 1, in any year or such other fiscal year as the Company may adopt from time to time.

"Floor" means the benchmark rate floor, if any, provided in the Bond Documents initially (as of the execution of such Bond Documents, the modification, amendment or renewal of the Bond Documents or otherwise) with respect to SOFR. In the case of the Bonds, the Floor is 0.00% with respect to the one month Term SOFR rate.

"GAAP" means generally accepted accounting principles within the United States of America in effect from time to time, consistently applied.

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

"Governmental Authority" means the United States, the State, and any other state or any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of these, having jurisdiction over the acquisition, construction, renovation, equipping, ownership, leasing, operation and/or maintenance of the Facility.

"Ground Lease" means the Ground Lease, dated January 28, 2011, by and among Dutchess County, New York, acting in its capacity as trustee for the Institution, the Institution and the Company.

"Ground Lessor" means the Institution.

"Hedge Agreement" means (i) any interest rate swap agreement, any interest rate cap agreement, any interest rate collar agreement or other similar interest rate management agreement or arrangement, or (ii) any currency swap or option agreement, foreign exchange contract, forward currency purchase agreement or similar currency management agreement or arrangement executed with the Bank or any of its affiliates.

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court in the State and reasonably acceptable to the Bank.

"Interest Period" means each period commencing on the first Business Day of each month, ending on (but excluding) the first Business Day of the following month;

provided, however, that

(a) if such Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next following Business Day unless such day falls in the next calendar month, in which case such Interest Period shall end on the first preceding Business Day; and

(b) no Interest Period may end later than the next scheduled Purchase Date (as defined in Section 5.02(b) hereof).

"Improvements" shall have the meaning assigned to such term in the recitals to this Bond Purchase and Loan Agreement.

"Institution" means Dutchess Community College.

"Issuer" means (i) Dutchess County Local Development Corporation and its successors and assigns and (ii) any public benefit corporation or political subdivision resulting from or surviving any consolidation or merger to which the Dutchess County Local Development Corporation or its successors or assigns may be a party.

"Issuer Documents" means the Bonds, this Bond Purchase and Loan Agreement, the Tax Compliance Agreement, the Assignment of Mortgage, the Assignment of Assignment of Leases and Rents, and IRS Form 8038.

"Lien" or "Liens" means any interest in property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases, mechanics', materialmen's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For the purposes hereof, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional lease agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Material Adverse Change" shall mean any set of circumstances or events that (a) has had or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Bond Purchase and Loan Agreement or any of the other Bond Documents, (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, condition (financial or otherwise) or results of operations of the Company taken as a whole, (c) impairs materially or could reasonably be expected to impair materially the ability of the Company to duly and punctually pay or perform its Indebtedness, (d) impairs materially or could reasonably be expected to impair materially the ability of the Bank to enforce its legal remedies pursuant to this Bond Purchase and Loan Agreement or any of the other Bond Documents, and (e) has had or could reasonably be expected to have a material impairment of the value of the Collateral or priority of the Bank's security interest in or Lien on any of the Collateral.

"Maturity Date" means with respect to the Bonds, [_____] 2046.

"Mortgage" means the Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of [_____] 1, 2026.

"Net Proceeds" means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses, costs including reasonable attorney's fees, and taxes incurred in obtaining such gross proceeds.

"Obligations" means all loans, advances, extensions of credit, debts, liabilities, obligations, payments, guarantees, covenants and duties owing by Issuer or the Company to Bank of any kind and description arising under the Bond Purchase and Loan Agreement or the other Company Documents or Bank Documents, whether direct or indirect, voluntary or involuntary, absolute or contingent, due or to become due, now existing or hereafter incurred or created.

"Outstanding" or "Bonds Outstanding" means all bonds which have been executed and delivered by the Issuer under this Bond Purchase and Loan Agreement, or any supplement thereto, except: (i) any Bond canceled by the Trustee because of payment or redemption prior to maturity; (ii) any Bond deemed paid in accordance with the provisions of Section 5.04 of this Bond Purchase and Loan Agreement, except that any such Bond shall be considered Outstanding until the maturity date thereof only for the purposes of being exchanged or registered; and (iii) any Bond paid or in lieu of or in substitution for which another Bond shall have been executed and delivered pursuant to Section 3.04 of this Bond Purchase and Loan Agreement, unless proof satisfactory to the Bank is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been authenticated and delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond so substituted and replaced and the Bond or Bonds so authenticated and delivered in lieu thereof or in substitution therefor shall be deemed Outstanding.

"Payment Date" means the first day of each month, commencing on [____], 2026 through and including the Maturity Date.

"Permitted Liens" means (i) Liens of the Company existing as of the Closing Date and consented to by the Bank and/or Liens not existing as of the Closing Date and which are consented to, from time to time, by the Bank in writing, (ii) the Bond Purchase and Loan Agreement, (iii) the Mortgage, (iv) the Assignment of Leases and Rents, (v) the Security Agreement, (vi) utility, access and other easements and rights of way, restrictions and exceptions that do not materially impair the use or the value of the Property affected thereby for the purpose for which it is intended, (viii) Liens for taxes at the time not delinquent, (ix) mechanics' materialmen's, warehousemen's, carriers' and other similar Liens to the extent permitted by this Agreement, and (x) purchase money mortgages, liens or encumbrances on existing or newly acquired equipment (subject to the terms and conditions of the Bond Documents).

"Person" or "Persons" means an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof

"Prime Rate" shall mean the variable rate of interest announced by the Bank from time to time as its prime rate for calculating interest on certain loans. The Prime Rate may or may not be the most favorable rate charged by the Bank to its customers from time to time.

"Project" shall have the meaning assigned to such term in the recitals of this Bond Purchase and Loan Agreement.

"Project Costs" shall have the meaning assigned to such term in the recitals of this Bond Purchase and Loan Agreement.

"Project Fund" shall have the meaning assigned to such term in Section 4.02 of this Bond Purchase and Loan Agreement.

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

"Rebate Amount" shall have the meaning assigned to such term in the Tax Compliance Agreement.

"Reconstruction Fund" shall have the meaning assigned to such term in Section 4.18 of this Bond Purchase and Loan Agreement.

"Reference Time" with respect to any setting of the then-current Benchmark means the time determined by the Bank in its reasonable discretion.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"Residence Hall Operating Agreement" means the Residence Hall Operating Agreement, dated as of July 1, 2011, by and between the Company and the Institution.

"Security Agreement" means the Security Agreement, from the Company to the Bank, dated as of [] 1, 2026.

"SEQRA" means the State Environmental Quality Review Act, as amended and the regulations thereunder.

"Series 2011 Bonds" means the Issuer's \$27,394,000 original principal amount Multi-Modal Revenue Bonds, (Dutchess Community College Association, Inc. Project), Series 2011.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"State" shall have the meaning assigned to such term in the recitals of this Bond Purchase and Loan Agreement.

"Subsidiary" means with respect to any Person at any time, (i) any corporation more than fifty percent (50%) of whose voting stock is legally and beneficially owned by such Person or

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

"Tax Compliance Agreement" means the Tax Compliance Agreement, dated the Closing Date, executed by the Company and the Issuer regarding, among other things, the restrictions prescribed by the Code in order for interest on the Bonds to remain excludable from gross income for federal income tax purposes.

"Tax Incidence Date" means the first date on which, as a result of the occurrence of an Event of Taxability, interest on the Bonds is includable in the gross income of the recipient thereof for federal income tax purposes.

"Tax Incidence Rate" means, with respect to the Bonds, a floating rate per annum equal to the sum of (i) the one month Term SOFR plus (ii) 2.00%, with a Floor of 0.00% with respect to the one month Term SOFR.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that (i) has been selected or recommended by the Relevant Governmental Body and (ii) is displayed on a screen or other information service that publishes such rate from time to time, as determined by the Bank in its reasonable discretion.

"Title Insurer" means [_____].

"Title Policy" means the ALTA Loan Policy of Title Insurance in the form acceptable to the Bank issued by the Title Company with respect to the Land and insuring the Lien of the Mortgage.

"Unassigned Rights" means (i) the rights of the Issuer under 2.03, 2.04, 2.05, 3.04, 4.12, 4.13, 4.15, 4.17, 4.21, 4.24, 6.03, 6.07, 7.01 and 7.10 hereunder; (ii) the monies due and to become due to the Issuer for its own account or the members, officers, agents and employees of the Issuer for their own account; (iii) the right to enforce the foregoing pursuant to this Bond Purchase and Loan Agreement and (vi) the right of the Issuer on its own behalf to receive all opinions of counsel, reports, financial information, certificates, insurance policies or binders or certificates, or other notices or communications required to be delivered to the Issuer hereunder or otherwise reasonably requested by the Issuer;

"USA Patriot Act" means the USA Patriot Act of 2001, Pub. L. No. 107-56 (signed into law October 26, 2001), as amended from time to time.

"Variable Rate" shall mean the Prime Rate plus two percent (2.00%) per annum. The Variable Rate shall change simultaneously with changes to the Prime Rate.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Bond Purchase and Loan Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of the Bonds at their respective stated maturity.
- (c) All references herein to particular articles or sections are references to articles or sections of this Bond Purchase and Loan Agreement.
- (d) The table of contents and headings of the several sections herein are solely for convenience of reference and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Bond Purchase and Loan Agreement.
- (e) The use of the neuter gender shall include the masculine and feminine genders as well.
- (f) References to a document or agreement shall include all permissible amendments, extensions and modifications thereof.
- (g) 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, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the Closing Date.

ARTICLE II.
REPRESENTATIONS BY AND COVENANTS OF
THE ISSUER, THE COMPANY AND THE BANK

Section 2.01. Representations by the Issuer. The Issuer represents and warrants that:

- (a) The Issuer is a not-for-profit corporation under the laws of the State, duly organized and existing as such under the Constitution and the laws of the State;
- (b) The Issuer has full power and authority to issue and sell the Bonds to finance the Project Costs and to pay the costs of such financing as is provided in this Bond Purchase and Loan Agreement, to secure the Bonds in the manner provided in this Bond Purchase and Loan Agreement, and the Issuer has taken all actions and obtained all approvals required by the Act;
- (c) The Issuer has duly adopted the Bond Resolution and has duly authorized the execution and delivery of each of the Issuer Documents, and the issuance and sale of the Bonds, and has taken all actions necessary or appropriate to carry out the same;
- (d) The Issuer is not aware of any litigation or proceeding pending or, to the Issuer's knowledge, threatened against the Issuer, wherein an unfavorable decision, ruling or

finding would adversely affect the transactions contemplated by the Bonds or the Issuer Documents;

(e) The consummation of the transactions contemplated by the Bond Resolution and this Bond Purchase and Loan Agreement and the performance of the Issuer Documents will not result in any breach of, or constitute a default under, the Act or any mortgage, deed of trust, lease, bank loan or credit agreement, order or judgment, by-law or other instrument or document to which the Issuer is a party or by which it may be bound or affected; and

(f) The Issuer has not made and does not intend to make in connection with the Project or the sale of the Bonds to the Bank or otherwise any inquiry concerning the financial position or business condition of the Company. The Issuer makes no warranty or representation as to the financial position or business condition of the Company and does not represent or warrant as to any of the statements, materials, representations or certifications (financial or otherwise) made or furnished, or to be made and furnished by the Company in connection with the Project or the sale of the Bonds to the Bank or the making of disbursements hereunder or otherwise or as to the correctness, completeness or accuracy of such statements, materials, representations or certificates.

Section 2.02. Covenants of the Issuer. Subject to Section 7.10 hereof, the Issuer hereby agrees with the Bank and the Company that, so long as the Bonds remain unpaid:

(a) The Issuer will take no action and, to the extent of its ability to do so, will suffer no action to be taken to terminate its existence;

(b) The Issuer will use or cause to be used the Net Proceeds of the Bonds only to pay Project Costs;

(c) The Issuer will take all action and do all things which 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 Bonds and each of the Issuer Documents and in order to provide for and to assure payment of the Bonds and interest thereon when due;

(d) The Issuer will not create, assume or suffer to exist any assignment, mortgage, pledge, security interest or other lien, encumbrance or charge on (i) the Facility, other than Permitted Liens, (ii) any revenues derived or to be derived from the Bonds or (iii) the Bond Proceeds, other than the Issuer Documents;

(e) The Issuer will not take any action impairing any authority, right or benefit given or conferred by the Bond Resolution, this Bond Purchase and Loan Agreement or any of the other Bond Documents;

(f) The Issuer will pay or cause to be paid the principal of, premium, if any, and the interest on the Bonds as the same become due, subject to the limitations as set forth in Section 7.10 hereof;

(g) The Issuer will at the Company's sole cost execute, acknowledge, when appropriate, and deliver from time to time at the request of the Bank such instruments and

documents (in form and substance reasonably acceptable to the Issuer) as in the opinion of the Bank are necessary or desirable to carry out the intent and purpose of the Bond Documents; and

Section 2.03. Representations by the Company. The Company makes the following representations, all of which will survive the purchase of the Bonds:

(a) The Company is a not-for-profit corporation duly organized, existing and in good standing under the laws of the State of New York and an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation pursuant to Section 501(a) of the Code, is not in violation of any provision of its charter, certificate of incorporation and its by-laws, has the requisite power and authority to own its Property, to carry on its operations as now being conducted by it and to execute, deliver and perform this Bond Purchase and Loan Agreement and each other Financing Document to which it is or shall be a party.

(b) The financial statements, if any, and other documents provided directly to the Bank and/or the Issuer are correct and complete in all material respects and fairly represent the financial condition of the Company as of the date indicated and have been prepared using the Company Accounting Standards.

(c) Neither the Company nor, to its knowledge, anyone acting on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Bank.

(d) Each of the Company Documents, when executed and delivered by the respective parties thereto, will constitute valid and binding obligations of the Company enforceable in accordance with their terms, except as such enforcement may be limited by applicable state or Federal laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies. The execution and delivery by the Company of the Company Documents and the performance by the Company of its obligations thereunder will not conflict with, or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement or any other agreement or instrument to which the Company is a party or by which it or any of its Property may be bound or affected for which a valid consent has not been secured; nor is any approval nor any action by any Governmental Authority required in connection with the execution and performance thereof by the Company.

(e) There has been no Material Adverse Change in the business, Property or financial condition of the Company since the date of the most recent financial statements of the Company and/or other documents provided to the Bank.

(f) There is no litigation or proceeding pending or, to the Company's knowledge, threatened against the Company challenging the validity of any of the Company Documents or seeking to enjoin the performance of the Obligations of the Company. There are no actions, suits, proceedings or investigations pending or, to the Company's knowledge, threatened against the Company at law or equity before any Governmental Authority that individually or in the aggregate could reasonably be expected to result in any Material Adverse Change. The Company is not aware of information, nor been advised (after consultation with its counsel) or received notice that, it is in violation of any order, writ, injunction or any decree of any

Governmental Authority that could reasonably be expected to result in any Material Adverse Change. The Company is not involved in any Act of Bankruptcy.

(g) The Company is presently not in default in a material respect, beyond applicable notice and cure periods, under any indenture, mortgage, deed of trust, bank loan or credit agreement to which the Company is a party and there exists no condition, event or act which constitutes, or after notice or lapse of time or both would constitute an Event of Default.

(h) The Company will apply the proceeds from the sale of the Bonds for the sole purpose of providing funds for paying the Project Costs in accordance with this Bond Purchase and Loan Agreement and Article IV hereof.

(i) All authorizations, certificates and permits necessary for the Project, as required to date, have been obtained and are in full force and effect, and all site preparation and construction work, if any, done to date has been done in accordance with said authorizations, certificates, permits, codes and laws and that the proposed or actual use of the Facility will comply with all applicable laws, statutes, codes, ordinances, rules and regulations, including Environmental Laws and that there is no action or proceeding pending before any court, quasi-governmental body or administrative agency relating to the validity of this Bond Purchase and Loan Agreement or the transactions contemplated hereby.

(j) The Company has good, marketable and insurable leasehold title to the Facility, free and clear of all liens, pledges, mortgages, security interests, charges, claims and other encumbrances, subject, however, in the case of real property, to title defects and restrictions set forth in the Title Policy. The Company has good title to all Collateral, free and clear of all liens, pledges, mortgages, security interests, charges, claims and other encumbrances except Permitted Liens. The Security Agreement creates or will create a valid and prior lien or security interest in favor of the Bank in all Collateral pledged to the Bank, subject to no other liens or encumbrances arising by, through or under the Company or any other person, except for the Permitted Liens.

(k) Except for Liens in favor of the Bank or the Issuer, title defects, restrictions set forth in the Title Policy and Permitted Liens, the real property and all other Property and assets of the Company are free from any Liens or encumbrances of any kind (including any and all asset Liens against the Company). Each lease to which the Company is a party is in full force and effect, no material default, beyond applicable notice and cure periods, on the part of any party thereto exists, and, as to each of such leases to which the Company is party as lessee, the Company enjoys peaceful and undisturbed possession of the property affected thereby. As of the date hereof, no part of the Facility has been damaged by fire, explosion, accident, flood or other casualty. The Facility and its use complies with all applicable laws, rules and regulations, including, but not limited to, the requirements for equal opportunity, anti-discrimination, zoning resolutions and building codes.

(l) The Company has filed all tax returns which are required to be filed and has paid, or has made adequate provision for the payment of, all taxes which have or may become due pursuant to said returns or to assessments received by them. The Company knows of no deficiency assessment or proposed deficiency assessment of taxes against the Company, except as may be otherwise disclosed in writing to the Bank and the Issuer prior to the date hereof.

(m) On the date hereof, the Company does not have any outstanding Indebtedness for borrowed money, except (i) for such Indebtedness reflected on the financial statements previously delivered to the Bank, and (ii) Indebtedness in connection with the Bonds.

(n) The Company hereby represents and warrants that:

- (i) The Company is not in violation of any Anti-Terrorism Laws or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Laws.
- (ii) The Company is not any of the following (each a "Blocked Person");
 - (A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;
 - (B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;
 - (C) a Person or entity with which the Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Laws;
 - (D) a Person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;
 - (E) a Person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("OFAC") at its official website: <http://www.treas.gov/ofac/t11sdn.pdf> or any replacement website or other replacement official publication of such list;
 - (F) a Person who is affiliated with a Person listed above; or
 - (G) a Person who is listed on any other list of terrorist or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive order. The above-referenced lists contained in this Section 2.03(n) are collectively referred to as the "OFAC Lists".

The Company does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

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

(p) (i) No condemnation of any portion of the Facility, (ii) no condemnation or relocation of any access roadways abutting the Facility, and (iii) to its knowledge, no proceeding to deny access to the Facility from any point of access to the Facility, has commenced or is contemplated by any Governmental Authority.

(q) The Company maintains insurance with reputable insurers for the Facility in such amounts and against such risks as is required in this Bond Purchase and Loan Agreement, the Company Documents and the Bond Documents and as is customarily maintained by other Persons of similar size engaged in similar business, including, but not limited to, general liability insurance and professional liability insurance, property coverage and excess liability in form and substance reasonably satisfactory to the Bank and Issuer. Copies of all policies of insurance or certificates thereof (or other evidence thereof reasonably satisfactory to the Bank and Issuer) have been made available to the Bank and Issuer on or before the Closing Date.

(r) Neither this Bond Purchase and Loan Agreement nor any other document, certificate or statement furnished to the Bank or the Issuer by or on behalf of the Company contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading in any material respect.

(s) The Company maintains all approvals of Governmental Authorities related to its operation and all programs for which the failure to be so licensed would have a material adverse effect on the Company.

(t) The Company has no outstanding loans or other extensions of credit to any Affiliate, Subsidiary or officer or director of the Company.

(u) The Company hereby acknowledges and agrees that the financial assistance provided by the Issuer hereunder and in connection herewith (the nature and dollar value of which is identified in the General Certificate of the Issuer contained within the transcript of proceedings), constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agreement, (i) confirms that it has received notice from the Issuer pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law, including without limitation, filing Form PW39-a, if and to the extent applicable, and agrees to promptly providing a copy to the Issuer of such filing, if any.

The Company agrees that all of the representations and warranties set forth herein and elsewhere in this Bond Purchase and Loan Agreement are true in all material respects as of the date hereof, will be true in all material respects at the Closing Date and, except for matters which have been disclosed by the Company and approved by the Bank in writing, at all times thereafter. Each request for a disbursement of Bond proceeds on deposit with the Bank pursuant to the Bond Documents shall constitute a reaffirmation by the Company that each of the representations and

warranties is true and correct in all material respects as of the date of such request. At the Bank's request, the Company shall reaffirm such representations and warranties in writing.

Section 2.04. Covenants of the Company.

(a) The Company agrees to provide or cause to be provided insurance or evidence of insurance as the Bank and/or the Issuer may request in its reasonable discretion and as otherwise required pursuant to Section 4.10 hereof. The original certificates thereof shall be deposited with the Bank and the Issuer, as the case may be.

(b) The Company shall not create, assume or suffer to exist any assignment, mortgage, pledge, security interest or other lien, encumbrance or charge upon its interest in the Facility, other than as described herein and other than Permitted Liens, nor shall it assign its interest in the Facility, without the prior written consent of the Bank and the Issuer.

(c) So long as any of the Bonds remain Outstanding, the Company will maintain its deposit accounts and treasury management with the Bank.

(d) The Company will indemnify the Bank and the Issuer from claims of brokers engaged by the Company arising by reason of the execution hereof or the consummation of transactions contemplated hereby and from expenses incurred by the Bank or the Issuer in connection with any such claims (including reasonable attorneys' fees).

(e) The Company and its agents shall not (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224, (iii) permit the transfer of any interest in either the Company or its agents to any Blocked Person or any beneficial owner of such Blocked Person or (iv) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224 or the USA Patriot Act. The Company acknowledges that pursuant to the requirements of the USA Patriot Act, the Bank is required to obtain, verify and record information that identifies the Company, which information includes the name and address of the Company and other information that will allow the Bank to identify the Company in accordance with the USA Patriot Act. The Company shall deliver to the Bank any certification or other evidence requested from time to time by the Bank, in its sole discretion, confirming the Company's compliance with this subsection(s). The Company shall immediately notify the Bank if the Company has any knowledge that any member of or beneficial owner of the Company is listed on the OFAC Lists, or is indicted on or arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

(f) The Company shall promptly give notice to the Bank and the Issuer (a) of the occurrence of any Event of Default hereunder, (b) of any event of default of which the Company is aware under any material instrument or other agreement of the Company or any of its sponsored programs to the extent they could reasonably be expected to have a Material Adverse Change on the Company, (c) of any litigation, proceeding, investigation or dispute which may

exist at any time affecting the Company which could reasonably result in a Material Adverse Change.

(g) The Company shall preserve in full force and effect its New York not-for-profit existence and solvency and comply with all laws applicable to it. The Company shall maintain and protect all permits, licenses, franchises and trade names and preserve all of its assets used or usable in the conduct of its operation of the Facility and keep the same in good repair and working order.

(h) The Company shall keep books of records and account in which full, true and correct entries, in conformity with the Company Accounting Standards, shall be made of all dealings and transactions in relation to its business and activities; and permit representatives of the Bank and the Issuer to visit and inspect any part of the Facility and examine and make abstracts from any of the books and records of the Company, provided that prior to the occurrence and continuing of an Event of Default such visits, inspections and examinations will be during reasonable business hours on reasonable notice, accompanied by a representative of the Company. The Company's chief financial officer shall, at the reasonable request of the Bank and/or the Issuer, discuss the Company's financial matters with the Bank and/or the Issuer or a designee of the Bank and/or the Issuer and provide the Bank and/or the Issuer with copies of any documents reasonably requested by the Bank and/or the Issuer or its designee. The Company shall provide the Bank with copies of any documents furnished by the Company to the Issuer or any credit rating service (if any) or, at the request of the Bank, any lender to the Company, which documents may adversely affect the interests of the Bank with respect to the transactions contemplated by this Bond Purchase and Loan Agreement.

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

(j) The Company shall comply in all material respects with all applicable requirements (including applicable laws) of any Governmental Authority having jurisdiction over the Company, or the Facility.

(k) The Company will cooperate with the Bank and/or the Issuer and execute, acknowledge (if appropriate) and deliver such further instruments and documents, and take such other action as the Bank and/or the Issuer shall reasonably request to carry out the transactions contemplated by this Bond Purchase and Loan Agreement and the other Bond Documents and Company Documents.

(l) Except for Permitted Liens, the Company shall not permit the creation of any liens or encumbrances of any kind against any of its assets.

(m) The Company covenants and agrees with the Bank that so long as any amounts remain unpaid with respect to the Bonds, it will agree to maintain (unless with the prior written consent of the Bank) the following financial covenants:

(i) The Company shall not permit its Debt Service Coverage Ratio to be less than 1.10 to 1.00, which shall be tested annually by the Bank at the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2026.

(ii) The Company shall maintain minimum liquidity of \$2,500,000.00, to be tested semiannually at the end of each Fiscal Year.

(n) So long as any of the Bonds shall remain Outstanding, the Company shall furnish or cause to be furnished to the Bank:

(i) annually, as soon as possible and in no event later than one hundred eighty (180) calendar days after the close of each Fiscal Year, its consolidated and consolidating audited financial statements, including, without limitation, consolidated and consolidating balance sheets and statements of operations and earnings and changes in financial position, each examined and reported upon by an independent certified public accounting firm satisfactory to the Bank, and prepared in accordance with GAAP., and the report of such accountants shall not contain any qualification or disclaimer of opinion by reason of audit limitations imposed by the Company, together with covenant compliance certificate signed by an Authorized Representative of the Company; and

(ii) as soon as possible and in no event later than thirty (30) calendar days after the close of each Fiscal Year, its internally prepared annual budget for the next succeeding Fiscal Year; and

(iii) as soon as possible and in no event later than forty-five (45) days after the end of each fiscal quarter, quarterly management-prepared financial statements with compliance certificates including calculations; and

(iv) as soon as available and in no event later than forty-five (45) days after the commencement of each fall semester of the Institution, a rent roll for the Facility certified to the Bank setting forth the name of each tenant, the unit occupied, the annual rent, the term of the lease, and the amount of any security deposit; and

(v) immediately upon receipt thereof, any notice or finding of deficiency, probation or non-renewal with respect to any applicable charter, license, registration or accreditation, including, but not limited to, the Company's status as 501(c)(3) organization; and

- (vi) as required by the Bank, copies of any leases with tenants of the Company that are not students of the Institution; and
- (vii) promptly upon the Bank's request, in such form (e.g. audited, reviewed, compiled) and in such intervals as the Bank may request, such other books, records, statements, lists of property and accounts, budgets, financial information forecasts or reports as to the Company as the Bank may reasonably request.

Section 2.05. Representations by and Covenants of the Bank. The Bank represents to and covenants and agrees with the Issuer that:

(a) The Bank has had an opportunity to make such investigations and has had access to such information with respect to the Company and its affairs and condition, financial and otherwise, which the Bank has deemed necessary in connection with and as a basis for the purchase of the Bonds, and any and all information relating to the Company and its affairs which the Bank has requested has been provided to the Bank.

(b) The Bank has approved of the Bonds, the Bond Resolution, and each of the Bond Documents, and such documents contain the terms agreed to by the Bank.

(c) The Bank is an "accredited investor", as such term is defined in Rule 501(a) as promulgated under the Securities Act of 1933, as amended, and a "qualified institutional buyer", as such term is defined in Rule 144A as promulgated under the Securities Act of 1933, as amended, and is purchasing the Bonds (i) for its own account, for the purpose of investment and not with a present view to the distribution or resale thereof and (ii) not for the account of others. The Bank has not offered, offered to sell, offered for sale or sold the Bonds by means of any form of general solicitation or general advertising and will not sell the Bonds without registration under the applicable federal and state securities laws or an exemption therefrom. The Bank presently has no arrangement, written or oral, with any Person for the distribution, transfer or resale of the Bonds. Except in connection with a transfer or resale of the Bonds (or any portion thereof) to any "accredited investor", as such term is defined in Rule 501(a) as promulgated under the Securities Act of 1933, as amended, or any "qualified institutional buyer", as such term is defined in Rule 144A as promulgated under the Securities Act of 1933, as amended, the Bank agrees to notify the Issuer and the Company at least thirty (30) days in advance in writing of any proposed transfer or resale of the Bonds or any portion thereof and to furnish to them prior to any such transfer or resale (i) an opinion of Bond Counsel that such transfer or resale does not and will not require registration of the Bonds under any applicable federal and state securities laws and (ii) a certificate of the purchaser of the Bonds to the effect that such purchaser has been provided with all requested disclosure information by the Company. In the event such transfer is at the request of the Company, the Company shall pay all expenses incurred by the Bank, including reasonable attorneys' fees, in connection with such transfer or resale and the cost of obtaining the opinion of Bond Counsel referred to above. If the proposed transfer of the Bonds is other than at the request of the Company, the Bank will bear such costs and expenses.

(d) The Bank understands that (i) the Bonds being purchased shall be special obligations of the Issuer payable solely from certain of the revenues and receipts derived by the

Issuer pursuant to this Bond Purchase and Loan Agreement and the other security given for the payment of the Bonds, (ii) the Issuer has no power of taxation, and (iii) that the Issuer makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the Facility or the suitability of the Facility for the Company's purposes or needs or the extent to which the proceeds derived from the sale of the Bonds will be sufficient to pay the Project Costs.

(e) The Bank has not requested or received from the Issuer any information which it, as a reasonable investor, deems important in reaching its investment decision to purchase the Bonds. It has received from the Company and not the Issuer whatever information requested with respect to the Company and the Facility which it deems as a reasonable investor important in reaching its investment decision to purchase the Bonds. The Bank acknowledges that neither the Issuer nor its Counsel nor Bond Counsel have made any investigation or inquiry with respect to the affairs or condition, financial or otherwise, of the Company and that the Issuer, its Counsel and Bond Counsel do not make any representations to the Bank with respect to the adequacy, sufficiency or accuracy of any financial statements and information or other information provided to the Bank or with respect to the ability of the Company to pay the Bonds or fulfill its Obligations with respect to the transactions contemplated in connection therewith. The Bank is not relying on any statements or representations by the Issuer with respect to: (i) the financial condition of the Company, (ii) the creditworthiness of the Company, (iii) the competency or integrity of the management of the Company, or (iv) the suitability of the Facility for the Company's business. The Bank has made an independent evaluation of the facts listed above without reliance upon any evaluation or investigation by the Issuer, its counsel or Bond Counsel as to any of them, except to the extent such facts are specifically opined upon by the Issuer's counsel or Bond Counsel in their respective opinion letters to be delivered to the Bank on the Closing Date.

(f) The Bank has not relied upon the determination of the Issuer to issue the Bonds to finance the Project for any purpose in connection with its evaluation of the Company's financial condition, creditworthiness and competency, or of the integrity of the Company's management, or of the suitability of the Facility for the Company's business.

The covenants made by the Bank and in this Section 2.05 are for the benefit of the Issuer only and no other party, including, without limitation, the Company, may rely on or benefit therefrom, notwithstanding any other provision of this Bond Purchase and Loan Agreement.

**ARTICLE III.
CLOSING AND PURCHASE AND SALE OF BONDS**

Section 3.01. Closing Date, Loan of Bond Proceeds.

(a) On the Closing Date, or on such other date as the Issuer, the Bank and the Company may mutually agree upon, the Bank agrees to provide to the Issuer the proceeds of the Bonds in the aggregate principal amount of \$[] (i) upon receipt of the Bonds in such principal amounts and (ii) subject to the terms and conditions of this Bond Purchase and Loan Agreement.

(b) The Issuer agrees to loan the proceeds of the Bonds to the Company and the Company agrees to pay to the Bank the principal of and interest on the Bonds and all other amounts due hereunder in accordance with the terms of this Bond Purchase and Loan Agreement and the Bonds.

Section 3.02. Conditions Precedent to Closing. The obligation of the Bank to purchase the Bonds and of the Issuer to make the loan contemplated by this Bond Purchase and Loan Agreement, shall be subject to receipt by the Bank and the Issuer of all documents and assurances required by the Bank and the Issuer, and the receipt by the Bank and the Issuer of each of the following in form and substance reasonably satisfactory to the Bank and its counsel:

(a) The original, executed Bonds and executed originals of all of the other Bond Documents and Company Documents.

(b) Evidence reasonably satisfactory to the Bank and its counsel as to:

(i) the valid corporate existence of the Issuer and the Company;

(ii) the due authorization and execution by, and the valid and binding affect upon, the respective parties thereof of each of the Bond Documents and Company Documents to which it is a party; and

(iii) no litigation materially affecting the business, operations, properties, assets or business prospects of the Issuer or the Company; all required consents of the Issuer or the Company have been received; no Material Adverse Change with respect to the Company; and no defaults by the Issuer or the Company.

(c) A certified copy of the Bond Resolution.

(d) An opinion of counsel to the Issuer as to the valid corporate existence of the Issuer, the due authorization, execution and delivery by the Issuer of the Bonds and the other Issuer Documents, the absence of material litigation involving the Issuer and such other matters as the Bank, its counsel or Bond Counsel may reasonably request.

(e) An opinion or opinions of counsel to the Company as to the valid corporate existence of the Company, the due authorization, execution and delivery by the Company of the

Bond Documents and Company Documents to which it is a party, the absence of material litigation involving the Company or the Facility, the status of the Company as an organization described in Section 501(c)(3) of the Code and exempt from federal income tax under Section 501(a) of the Code and not a private foundation for purposes of Section 509 of the Code, security and perfection opinion regarding the Collateral described in the Security Agreement and all Bank Documents, and such other matters as the Bank, its counsel or Bond Counsel may reasonably request.

(f) An opinion of Harris Beach Murtha Cullina PLLC as Bond Counsel, as to the due existence and authority of the Issuer; the valid issuance of the Bonds under the Bond Resolution and the Act; the exclusion from gross income for federal income tax purposes of interest payable on the Bonds, and the exemption from registration of the Bonds under the Securities Act of 1933, as amended.

(g) Certificates of insurance providing coverage required by Article IV hereof.

(h) Payment to the Bank of its commitment fee in the amount of \$[_____] (.30% of the principal amount of the Bonds).

(i) A completed and executed Form 8038.

(j) 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.

(k) Evidence the Company shall have entered into a Hedge Agreement as the Bank may require.

(l) The Company has established a deposit relationship with the Bank.

(m) The executed Bonds and executed counterparts of all of the Bond Documents.

(n) A certified copy of the fully executed by-laws of the Company and certificates of good standing relating to the Company.

(o) Resolution(s) (or unanimous written consent) of the appropriate governing body of the Company authorizing the execution and delivery of the Financing Documents to which the Company is a party in form and substance reasonably satisfactory to the Bank.

(p) Evidence satisfactory that (i) all real estate taxes, assessments and water and sewer charges levied or assessed against the Facility have been paid in full, and (ii) there is not then pending by or against the Company, any petition for reorganization or arrangement under any bankruptcy or insolvency law, or any other action brought under such laws.

(q) UCC-1 search of the Company.

(r) Payment by the Company of all fees and expenses incurred by Bank and Issuer in connection with this Bond Purchase and Loan Agreement, the Company Documents, the

Bond Documents and the transactions contemplated herein and therein, including, without limitation, the reasonable fees related to the Bank's and Issuer's attorneys' fees and disbursements.

(s) Evidence of consent by the Ground Lessor as Landlord under the Ground Lease.]

(t) A paid title insurance policy in form and substance reasonably satisfactory to the Bank and its counsel, in an amount equal to the principal amount of the Bonds, insuring the Mortgage to be a valid first priority Lien on the Facility, free and clear of all defects and encumbrances except Permitted Liens and such other defects and encumbrances as Bank and its counsel shall approve. Evidence satisfactory to the Bank and the Issuer that no litigation or proceedings are pending or threatened which would or might cause a Material Adverse Change and if any outstanding judgment or pending lawsuit exists, including bankruptcy and tax liens, the Company shall provide an explanation, satisfactory to the Bank and Issuer, of such judgment or lawsuit.

(u) A current standard detail survey of the Land, certified to the Issuer, the Bank and the Title Insurer.

(v) Evidence satisfactory to the Bank that a UCC-1 financing statement in form and substance satisfactory to the Bank has been filed against the Company in all filing offices necessary to perfect the security interests created in the Collateral described in the Security Agreement, or the security interests created by the Bank Documents.

(w) Such other documents, instruments, certificates, opinions, assurances, consents or approvals as the Bank or its counsel may otherwise reasonably request.

(x) It is a condition to the Bank's obligation to purchase the Bonds that the following statements shall be true and correct on the date of the Closing Date:

- (i) that the representations and warranties contained in or incorporated into Article II hereof are correct on and as of the date of purchase of the Bonds as though made on and as of such date;
- (ii) that no Event of Default hereunder has occurred and is continuing or could result from the transactions contemplated by this Bond Purchase and Loan Agreement or the Bond Documents; and
- (iii) no Material Adverse Change has resulted since [_____].

By its execution of this Bond Purchase and Loan Agreement below, Company confirms that the statements set forth in clauses (i), (ii) and (iii) above are true and correct as of the Closing Date.

Section 3.03. Provisions Relating to Exchange of Bonds.

(a) The Bonds shall be issued in fully registered form, shall be payable in accordance with the provisions of the Bonds to the registered Owner thereof as shown on the records maintained by the Issuer for the registration and transfer of the Bonds and shall be

substantially in the form set forth in Exhibit A attached hereto. The Bonds shall not be eligible for the Depository Trust Company's book-entry system and no CUSIPs shall be assigned to the Bonds.

(b) So long as the Bonds shall be Outstanding, the Bond Registrar shall maintain the bonds for registration and transfer at the Bond Registrar's office. The Bank is hereby appointed, and by executing this Bond Purchase and Loan Agreement hereby accepts such appointment, as Bond Registrar. The Bank, as Bond Registrar, shall register the Bonds in such books and permit the Bonds to be transferred thereon, under such reasonable regulations as the Bank may prescribe.

(c) The Bonds shall be transferable only on the books of the Issuer maintained by the Bond Registrar at the Bond Registrar's office, upon surrender thereof at the main office of the Bond Registrar, together with such instruments, opinions, if any, and certificates as may be required by the provisions of the Bonds pertaining to the transfer thereof. Upon the transfer of the Bonds, the Issuer shall issue in the name of the transferee new Bonds (in registered form, without coupons), of the same principal amounts, maturities and rates of interest as the Bonds.

(d) The Issuer and the Bank may deem and treat the Person in whose name the Bonds shall be registered upon the books of the Issuer as the absolute Owner thereof, whether the Bonds shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on the Bonds and for all other purposes. All such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability of the Issuer upon such Bonds to the extent of the sum or sums so paid. Neither the Issuer nor the Bank shall be affected by any notice to the contrary.

Section 3.04. Loss, Theft, Destruction or Mutilation of the Bonds. In the event the Bonds are mutilated, lost, stolen or destroyed, the Issuer may (at the Company's sole cost and expense) execute and deliver new Bonds of like maturity, interest rate and principal amount, bearing the same number, if any, as the mutilated, destroyed, lost or stolen Bonds and bearing a notation indicating the principal amount Outstanding, in exchange for the mutilated bond, or in substitution for a bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and the Company (i) such indemnity as may be required by it to save the Issuer and the Company and their respective members, servants, agents and employees harmless from all risks, however remote, reasonably related to such exchange or transfer, (ii) evidence to its satisfaction of the mutilation, destruction, loss or theft of the Bonds and of the ownership thereof and (iii) in the case of mutilation, the mutilated Bonds. Upon the issuance of a bond upon such exchange or substitution, the Issuer may require the Holder of the Bonds to make the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including reasonable counsel fees, of the Issuer. In case the Bonds 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 the mutilation of the Bonds) if the applicant for such payment shall furnish to the Issuer such indemnity as it may require to save the Issuer and the Company and their respective members, servants, agents and employees harmless from all risks, however remote, and evidence satisfactory to the Issuer of the mutilation, destruction, loss or theft of the Bonds and of the ownership thereof.

ARTICLE IV.
BOND PROCEEDS AND APPLICATION THEREOF; OTHER OBLIGATIONS OF
COMPANY; INSURANCE PROVISIONS

Section 4.01. Establishment of and Payments into Arbitrage Rebate Fund; Application of Arbitrage Rebate Funds.

(a) The Dutchess County Local Development Corporation Arbitrage Rebate Fund – Dutchess Community College Association, Inc., Series 2026 (the "Arbitrage Rebate Fund") shall be established as a custodial fund prior to any necessary deposits therein with the Bondholder or an entity designated by the Bondholder and shall be held in trust by the Bondholder or such designee, as custodian, and maintained and administered by the Bondholder or such designee on behalf of the Issuer for the benefit of the Company and in the name of the Company in accordance with this Bond Purchase and Loan Agreement.

(b) 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.

(c) The Bondholder, upon the receipt of a certification of the Rebate Amount from an Authorized Representative of the Company, together with a copy of the report of the arbitrage rebate analyst required in accordance with Section 4.15(d) hereof, and upon receipt of funds from the Company 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 Representative of the Company shall give at least five (5) days' notice to the Bondholder (with a copy to the Issuer) to make such deposits.

(d) 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 Representative of the Company (with a copy to the Issuer), shall withdraw such excess amount as calculated by an Authorized Representative of the Company and an Authorized Representative of the Company shall direct the funds to be disbursed to the Bondholder for application to the next principal payment on the Bonds.

(e) The Company, 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 4.01 shall be determined by an Authorized Representative of the Company 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 Company and executed by the Issuer.

(f) All rebate calculations required pursuant to this Section 4.01 shall be prepared for the Company by an arbitrage rebate analyst in accordance with Section 4.15(d) hereof. Copies of all calculations of the Rebate Amount in accordance herewith and with the Tax Compliance Agreement and all notices and certifications required under this Section 4.01 shall be sent to the Issuer by the Company.

(g) All funds on deposit in the Arbitrage Rebate Fund shall be held uninvested.

Section 4.02. Establishment of and Payments into the Project Fund.

(a) The Dutchess County Local Development Corporation Project Fund – Dutchess Community College Association, Inc., Series 2026 (the "Project Fund") shall be established as a custodial fund prior to any necessary deposits therein with the Bondholder or an entity designated by the Bondholder and shall be held in trust by the Bondholder or such designee, as custodian, and maintained and administered by the Bondholder or such designee on behalf of the Issuer for the benefit of the Company and in the name of the Company in accordance with this Bond Purchase and Loan Agreement.

(b) The Company agrees to use Bond Proceeds (i) only as provided in Section 4.03 hereof and (ii) in accordance with its covenants respecting the use of the Bond Proceeds contained in the Tax Compliance Agreement.

(c) As security for the Obligations of the Company under this Bond Purchase and Loan Agreement and for the Company's obligation with respect to the Bonds issued under this Bond Purchase and Loan Agreement and excluding in all cases the Unassigned Rights, the Company and the Issuer hereby pledge, assign, hypothecate, transfer and deliver to the Bank, and hereby grant to the Bank a security interest in, all right, title and interest, whether now owned or at any time hereafter acquired, of the Company and the Issuer in and to the Project Fund and the Reconstruction Fund. The Bank is authorized to complete one or more financing statements, including continuation statements with respect to such security interest and to file the same in any appropriate office or place to the extent permitted by law.

Section 4.03. Use of Bond Proceeds.

(a) Subject to compliance by the Issuer and the Company with the terms and conditions of this Bond Purchase and Loan Agreement, the Bond Proceeds shall be deposited by the Bank in the Project Fund for the purpose of paying the Project Costs, subject to and in compliance with the Tax Compliance Agreement.

(b) The Company and the Issuer hereby direct the Bank to disburse the proceeds of the Bonds in accordance with the closing statement or flow of funds prepared by [_____].

Section 4.04. [Reserved].

Section 4.05. Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind (if any) whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other property installed or bought by the Company therein or thereon, including, without limitation, any taxes levied upon or with respect to the income or revenues of the Company from the Facility, (ii) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, upkeep and improvement of the Facility and (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements, provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Bond Purchase and Loan Agreement to pay only such installments as are required to be paid during the term of the Bonds.

(b) The Company may in good faith and by appropriate proceedings diligently conducted contest any such taxes, assessments and other charges (if any) provided that appropriate reserves have been made therefore and that the Company shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest. In the event of any such Good Faith Contest, the Company may permit the taxes, assessments and other charges so contested, to remain unpaid during the period of such Good Faith Contest and any appeal therefrom, unless the Issuer, the Bank or their respective members, officers, agents or servants may be liable for prosecution for such nonpayment in which event the Company shall promptly take such action as shall be reasonably satisfactory to the Issuer and/or the Bank

Section 4.06. [Reserved].

Section 4.07. [Reserved].

Section 4.08. Investment of Monies.

(a) Monies held in the Project Fund established pursuant to Section 4.02 hereof may be held in cash or invested and reinvested by the Bank in Authorized Investments in compliance with the Tax Compliance Agreement. In making any such investment the Bank shall rely conclusively on the written directions of the Company delivered to it pursuant to this Section 4.08 and the Bank shall be relieved of all liability with respect to the making of such investments in accordance with such directions. Such investments shall mature in such amounts and have maturity dates or be subject to redemption at the option of the holder thereof on or prior to the date on which the amounts invested therein will be needed for the purposes of the Project Fund. The Bank may at any time sell or otherwise reduce to cash a sufficient amount of such investments whenever the cash balance in the Project Fund is insufficient in the sole reasonable judgment of the Bank for the purposes thereof. Any such investments shall be held by or under control of the Bank and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized from such investments shall be credited to and held in and any loss shall be charged to the Project Fund.

(b) The Bank shall not be liable for any depreciation in the value of any investment made pursuant to this Section 4.08 or for any loss arising from any such investment.

Section 4.09. [Reserved].

Section 4.10. Insurance Required. At all times throughout the term of the Bonds (except as specifically provided for in this Section) the Company shall maintain insurance against such risks and for such amounts as are customarily insured against by operations of like size and type as the Company, and as reasonably required by the Bank and/or the Issuer, paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties customarily insured against by similar operations in the area, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full insurable value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company, but in no event less than the principal amount of the Bonds. During the period of any construction, renovation or equipping of any portion of the Facility, if any, while the Bonds are Outstanding, such policy with respect to such Facility shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" in an amount to be reasonably determined by the Bank as the full replacement value of improvements unless the Bank receives evidence reasonably satisfactory to the Bank from the Company's insurer that the hazard insurance required herein extends to losses caused by the proposed construction activities at the Facility. Each contractor is to provide evidence of same where appropriate and if requested by the Bank.

(b) If the Company owns, leases or uses motor vehicles, Automobile Liability including coverage on owned, hired and non-owned automobiles and other vehicles, if used in connection with the performance of the work with bodily injury and property damage limits of not less than \$1,000,000 per occurrence combined single limit, with a waiver of subrogation against all parties named as additional insured.

(c) Workers' Compensation and Employer's Liability insurance, disability benefits insurance, and each other form of insurance which the Issuer or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility. The policy limit under the Employer's Liability insurance shall not be less than \$1,000,000.

(d) Commercial General Liability Insurance protecting the Company, the Bank and the Issuer against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence (\$2,000,000 aggregate) on account of personal injury including death resulting therefrom, and \$1,000,000 per accident or occurrence (\$4,000,000 aggregate) on account of damage to the property of others, excluding liability imposed upon the Company by any applicable worker's compensation law.

(e) Umbrella/Excess Liability in excess of Commercial General Liability, Automobile Liability and Employer's Liability coverages which is at least as broad as these underlying policies with a limit of liability of \$10,000,000.

(f) A policy or policies of flood insurance in the amount equal to the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended. This requirement shall be waived with respect to any portion of the Facility upon presentation of evidence satisfactory to the Bank that no portion of the Facility is located within an area identified by the United States Department of Housing and Urban Development as having special flood hazards.

Notwithstanding anything herein to the contrary, the Company shall deliver to Bank copies of policies of fire and extended coverage insurance covering the Facility (and also covering all Equipment, fixtures and other articles of personal property affixed to, installed at or used in connection with the operation of the Facility) in an amount, after application of any deductibles acceptable to the Bank, of not less than one hundred (100%) percent of the full replacement value of the insured property (both real and personal, including fixtures and equipment) with premiums fully paid one (1) quarter in advance, with appropriate endorsements showing the interest of the Bank as additional insured without contribution and with loss payable to the Bank. All such policies shall be reasonably satisfactory to the Bank as to amounts and types of coverage and the companies by which such policies are issued. Such policies shall be in the New York standard form of fire insurance policy with extended coverage and shall provide coverage against such other risks as the Bank may require. Proof of insurance may also be in the form of an ACORD 27 and/or ACORD 28 evidence of insurance form.

Section 4.11. Additional Provisions Respecting Insurance. All insurance required by Section 4.10. hereof shall be procured and maintained with financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State and reasonably acceptable to the Bank and the Issuer. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing insurance coverages required hereunder shall designate (except in the case of worker's compensation insurance) the Issuer, the Company and the Bank as insured as their respective interests may appear and all policies shall provide for at least thirty (30) days written notice to the Company, the Issuer and the Bank prior to cancellation, reduction in policy limits or material change in coverage thereof, provided that property insurance limits must be in at least the principal amount of the Bonds Outstanding regardless of deductible amounts. All insurance required hereunder shall be in form, content and coverage satisfactory to the Issuer and the Bank and shall not contain any coinsurance provisions nor blanket coverage with existing policies. A copy of the original policy, a commitment binder for insurance or ACORD form certificates of all insurance required hereby shall be delivered to the Issuer and the Bank on or before the Closing Date. The Company shall deliver to the Issuer and the Bank, on or before the first Business Day in October of each calendar year thereafter a certificate dated not earlier than the immediately preceding September 1, reciting that as of September 1, there is in full force and effect, with a term covering at least the next succeeding twelve (12) months, insurance in the amounts and of the types required by Sections 4.10 and 4.11 hereof. At least thirty (30) days prior to the expiration of any such policy, the Company shall furnish to the Issuer and the Bank,

evidence that the policy has been renewed or replaced or is no longer required by this Bond Purchase and Loan Agreement.

THE PARTIES HERETO ACKNOWLEDGE THAT NEITHER THE ISSUER NOR THE BANK DOES IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OF COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT FOR THE PURPOSES CONTEMPLATED HEREUNDER OR TO PROTECT THE OPERATION OF THE FACILITY OR THE BUSINESS, OPERATIONS OR FINANCIAL CONDITION OF THE COMPANY.

Section 4.12. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to the provisions of Section 4.10 hereof shall be applied as follows: (i) the Net Proceeds of the insurance required by Sections 4.10(a) and 4.10(f) hereof shall be applied as provided in Section 4.16 hereof; and (ii) the Net Proceeds of the insurance required by Sections 4.10(b), (c), (d) and (e) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 4.13. Right of Bank or the Issuer to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 4.05 hereof or (ii) to maintain any insurance required to be maintained by Section 4.10 hereof, the Bank or the Issuer, may, but are not required to, pay such tax, assessment or other governmental charge or procure such insurance. The Company shall reimburse the Bank or the Issuer, as the case may be, for any amount so paid by the Bank or the Issuer pursuant to this Section 4.13, together with interest thereon from the date of payment by the Bank or the Issuer, as the case may be, at the rate of interest equal to three percent (3.00%) in excess of the rate at which interest accrues on the Bonds, or the maximum rate permitted by law, whichever is less. Notwithstanding anything in this Section to the contrary, prior to paying any such tax, assessment, governmental charge or insurance premium, the Bank and/or the Issuer, as applicable, shall give the Company ten (10) days' notice of its intent to make such payment, provided, however, that the failure of the Bank or the Issuer to provide such notice shall not discharge the Company's obligation to make reimbursements therefor under this Section.

Section 4.14. Exempt from Taxation. The Company represents that: (i) it is an 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; (ii) it has received a letter or other notification from the Internal Revenue Service to that effect or is in recognition of its tax-exempt status; (iii) such letter or other notification has not been modified, limited or revoked; (iv) it is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; (v) 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 (vi) it is exempt from federal income taxes under Section 501(a) of the Code, except for payment of unrelated business income tax. The Company agrees 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 Company as a qualified 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 a manner, or for any trade or business

unrelated to the purposes of the Company, which could adversely affect the exclusion of interest on the Bonds from federal gross income pursuant to Section 103 of the Code.

Section 4.15. Arbitrage; Tax Exemption.

(a) The Company covenants that it shall take no action, nor shall it approve the Bank's taking any action or making any investment or use of the proceeds of the Bonds, which would cause the Bonds to be "arbitrage bonds" as defined in Section 148(a) of the Code, or otherwise cause interest on the Bonds to be included in the gross income of the Owner thereof for purposes of federal income taxation. Neither the Company 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 Company or by a related person of Bonds will not cause interest on the Bonds to be included in the gross income of the Owner of the Bonds for purposes of federal income taxation.

(b) The Company covenants that it will not take any action or fail to take any action which would cause any representation or warranty of the Company contained in the Tax Compliance Agreement then to be untrue and shall comply with all covenants and agreements of the Company contained in the Tax Compliance 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 Compliance 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 Company and the Bondholder. In the event that the Company 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 Company, the Bondholder (at the Company's sole cost and expense) and the Issuer (at the Company's sole cost and expense) shall reasonably cooperate with one another and participate in all aspects of the conduct of the response thereto.

(d) The Company 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 Company, an arbitrage rebate analyst reasonably acceptable to the Issuer and the Bondholder, to perform such calculations. The Company shall provide copies of all rebate calculations prepared by such rebate analyst to the Issuer. The Company 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 Company or the Bondholder and their respective agents and representatives, any of whom may make copies thereof.

Section 4.16. Damage or Destruction. The provisions of this Section 4.16 shall apply in the event the Facility is damaged or destroyed while Bonds remain Outstanding.

(a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the term of the Bonds:

- (i) Neither the Issuer nor the Bank shall have any obligation to replace, repair, rebuild or restore the Facility;
- (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Bond Purchase and Loan Agreement and the Bonds (whether or not the Facility is replaced, repaired, rebuilt or restored);
- (iii) the Company shall promptly give notice thereof to the Bank and the Issuer; and
- (iv) unless the circumstances exist pursuant to subsection (b) of this Section 4.16, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same (or comparable) condition and value as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and consented to by the Bank in writing (such consent not to be unreasonably withheld), provided that the Company delivers or causes to be delivered to the Bank (A) an estimate in all respects reasonably satisfactory to the Bank, prepared by an architect or engineer reasonably acceptable to the Bank indicating that the Net Proceeds, taken together with additional proceeds deposited by the Company with the Bank, are sufficient to replace, repair, rebuild or restore the Facility to substantially the same (or comparable) condition and value as existed prior to such damage or destruction, (B) the Net Proceeds [in excess of \$250,000] and any additional funds needed to satisfy (A) above shall be deposited into the Reconstruction Fund (as defined in Section 4.18 hereof), (C) the Company shall submit to the Bank executed and binding contracts for repairs, replacements and restoration and Plans and Specifications, each of which must be in all respects reasonably satisfactory to the Bank, and (D) the repair, restoration or rebuilding must be substantially comparable in size, quality and value to the Facility immediately before repair, restoration or rebuilding.

The Net Proceeds of insurance resulting from claims for such losses, together with any additional funds necessary to complete the replacement, repair, rebuilding or restoration of the Facility shall be deposited into the Reconstruction Fund as set forth above. Any balance of such Net Proceeds remaining after payment of all the costs of such replacement, repair, rebuilding or restoration shall be paid to the Bank as prepayment of the Bonds.

(b) The Company shall not be obligated to replace, repair, rebuild or restore the Facility, and the Net Proceeds of the insurance shall not be applied as provided in subsection (a)

of this Section 4.16, during an Event of Default, which is continuing or, if within ninety (90) days of the event causing damage or destruction to the Facility, the Company shall notify the Issuer and the Bank that, in its sole reasonable judgment, it does not deem it practical or desirable to so replace, repair, rebuild or restore the Facility. In such event, the Bonds shall be prepaid up to the amount of the Net Proceeds including all amounts payable to the Issuer and the Bank, with all interest accrued thereon. Notwithstanding the foregoing, if an Event of Default has occurred that has not been waived by the Bank, the Bank may direct the Company to apply all insurance proceeds to redeem the Bonds.

(c) If the principal amount of the Bonds and interest thereon and all other amounts due to the Issuer and the Bank under the Bond Documents have been fully paid, all such Net Proceeds shall be paid to the Company for its purposes.

(d) Provided no Event of Default has occurred and is continuing, the Company, with the prior written consent of the Bank (such consent not to be unreasonably withheld), may adjust all claims under any policies of insurance required by Sections 4.10 (a) and 4.10(f) hereof.

Section 4.17. Condemnation of Facility. The provisions of this Section 4.17 shall apply in the event that title to all or any part of the Facility is taken by Condemnation while Bonds remain Outstanding.

(a) If at any time during the term of the Bonds, the whole or any part of title to, or the use of, the Facility shall be taken by Condemnation:

- (i) the Issuer and/or the Bank shall have no obligation to replace or restore the Facility;
- (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Bond Purchase and Loan Agreement or the Bonds (whether or not the Facility is replaced or restored);
- (iii) the Company shall promptly give notice thereof to the Issuer and the Bank; and
- (iv) unless either circumstance exists pursuant to subsection (b) of this Section 4.17, the Company shall promptly replace or restore the Facility (excluding any part of the Facility taken by Condemnation) to substantially the same condition and value as existed prior to such Condemnation with such changes, alterations and modifications as may be desired by the Company and consented to by the Bank in writing.

The Net Proceeds [in excess of \$250,000] of any award in any Condemnation proceeding shall be deposited into the Reconstruction Fund (as defined in Section 4.18 hereof) to be applied to the payment of the costs of the restoration or replacement of the Facility. In the event such Net Proceeds of any Condemnation award are not sufficient to pay in full the costs of such restoration or replacement of the Facility, the Company shall nonetheless complete such restoration or replacement and shall pay from its own monies (including bank or other loans or other similar

financing) that portion of the costs thereof in excess of such Net Proceeds. Any balance of such Net Proceeds of any Condemnation award remaining after payment of all costs of such restoration or replacement shall be paid to the Bank and applied as prepayment of the Bonds.

(b) The Company shall not be obligated to restore the Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in Section 4.17(a) hereof, if within sixty (60) days of the act of Condemnation, the Company shall notify the Issuer and the Bank that, in its sole judgment, it does not deem it practical or desirable to so replace or restore the Facility. In such event, the Bonds shall be prepaid up to the amount of the Net Proceeds including all amounts payable to the Issuer and the Bank with all interest accrued thereon. Without limiting the foregoing, if an Event of Default has occurred that has not been waived by the Bank, the Bank may direct the Company to apply all Condemnation proceeds to redeem Bonds.

(c) If the principal amount of the Bonds and interest and premium, if any, thereon and all other amounts due the Issuer and the Bank under the Bond Documents have been fully paid, all such Net Proceeds shall be paid to the Company for its purposes.

(d) Provided no Event of Default shall have occurred and be continuing, the Company shall, with the prior written consent of the Bank (which consent shall not be unreasonably withheld), have control of any Condemnation proceeding with respect to the Facility or any part thereof and may negotiate the settlement of any such proceeding. The Issuer shall, with prior written consent of the Bank (which consent shall not be unreasonably withheld), at the sole expense of the Company, cooperate fully with the Company in the handling and conduct of any such condemnation proceeding. In no event shall the Issuer voluntarily settle, or consent to the settlement of, any Condemnation proceeding without the prior written consent of the Company and the Bank.

Section 4.18. Escrowing of Net Proceeds. The Net Proceeds referred to in Section 4.16 or Section 4.17 hereof shall be paid to the Bank for deposit into a new account known as the "Dutchess County Local Development Corporation Reconstruction Fund — Dutchess Community College Association, Inc., Series 2026" (the "Reconstruction Fund"). Provided no Event of Default has occurred and is continuing, the monies in the Reconstruction Fund shall be administered in accordance with the Bank's then current requirements for building loan advances. If an Event of Default has occurred and is continuing, then at the Bank's election, the monies in the Reconstruction Fund may be paid to the Bank as prepayment of the Bonds.

Section 4.19. Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any Condemnation award or portion thereof made for damage to or taking of any Property which, at the time of such damage or taking, is owned by the Company and is not part of the Facility.

Section 4.20. No Warranty of Condition or Suitability by the Issuer; Acceptance "As Is". THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR ANY PORTION THEREOF OR THAT THE FACILITY OR ANY PORTION THEREOF IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS. NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY

ARE MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER LATENT OR PATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT THERETO.

Section 4.21. Hold Harmless Provisions.

(a) The Company agrees that neither the Issuer nor the Bank nor any of its respective members, officers, directors, employee or agents shall not be liable for, and agrees to defend (with counsel selected by the Issuer and/or the Bank, as applicable), indemnify, release and hold the Issuer, the Bank and its members, officers, directors, employees and agents harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Facility, including, but not limited to, with respect to any environmental matter, or (ii) liability arising from or expense incurred by the Issuer's and/or the Bank's financing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of the covenants contained herein, all claims, causes of action, judgments, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of an Event of Default hereunder or under any of the other Bond Documents or an occurrence, which with the giving of notice or the passage of time, would ripen into an Event of Default, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Issuer, the Bank or their respective members, officers, directors, employees or agents are not incurred or do not result solely from the gross negligence or the intentional or willful wrongdoing of the Issuer, the Bank or their respective members, officers, directors, employees or agents, as the case may be, and shall not include consequential, special or punitive damages. Except as otherwise provided, the foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Issuer, the Bank or any of their respective members, officers, directors, employees or agents and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) In the event of any claim against the Issuer, the Bank or any of their respective officers, members, directors, employees, servants or agents by any employee of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Company or such contractor under Workers' Compensation acts, disability benefits or other employee benefit acts.

(c) To effectuate the provisions of this Section 4.21, the Company agrees to provide for and insure, in the liability policies required in Section 4.10(d) and (e) hereof, its liabilities assumed pursuant to this Section 4.21, to the extent such liabilities are insurable.

(d) Notwithstanding any other provisions of this Bond Purchase and Loan Agreement, the obligations of the Company pursuant to this Section 4.21 shall remain in full force and effect after the payment in full of the Bonds until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to

the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Issuer, the Bank or any of their respective officers, members, employees, servants or agents, as the case may be, relating to the enforcement of the provisions herein specified.

Section 4.22. Agreement to Provide Information. The Company agrees, whenever requested by the Issuer or the Bank, to promptly comply with reasonable requests by the Issuer or the Bank for information concerning the Company, its finances and other topics as the Issuer or the Bank, from time to time considers reasonably necessary or appropriate, including, but not limited to, such information as to enable the Issuer or the Bank to make any reports required by law, governmental regulation or this Bond Purchase and Loan Agreement. In addition, the Bank shall have the right to requested an updated title search on the Company's real property one time per quarter, at the Company's expense.

Section 4.23. Compliance With Orders, Ordinances, Etc.

(a) The Company agrees that it will promptly materially comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 4.23, the Company may commence a Good Faith Contest challenging the validity or the applicability of any requirement of the nature referred to in subsection (a) above, provided that the Company shall have first notified the Issuer and the Bank of such Good Faith Contest. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such Good Faith Contest and any appeal therefrom, unless the Issuer or the Bank shall notify the Company that, in its commercially reasonable judgment, by failure to comply with such requirement or requirements the Issuer or the Bank or any of their respective members, officers, agents or servants may be liable for prosecution for failure to comply therewith in and/or such failure to comply may involve the possibility of forfeiture, sale or disturbance of the Issuer's or the Bank's interest in the Facility, which event the Company shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Issuer or the Bank.

Section 4.24. Books of Record and Account; Financial Statements; Compliance Certificates. The Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with Company Accounting Standards, of all business and affairs of the Company and to permit the Bank, the Issuer or its respective Authorized Representative to inspect such accounts, records or books and to make extracts from and copies of such accounts, records or books.

Section 4.25. Discharge of Liens and Encumbrances.

(a) The Company shall not permit or create or suffer to be permitted or created any Lien (except for Permitted Liens) upon the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 4.25, the Company may commence a Good Faith Contest challenging any such Lien, provided that the Company shall have first notified the Issuer and the Bank of such Good Faith Contest and provided further that appropriate reserves have been made therefore and that the Company shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest. In such event, the Company may, permit the items so contested to remain undischarged and unsatisfied during the period of such Good Faith Contest and any appeal therefrom, unless the Issuer or the Bank shall notify the Company that by nonpayment of any such item or items the Facility or any part of the Facility may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance reasonably satisfactory to the Issuer and the Bank, thereby causing such Lien to be removed.

Section 4.26. Performance by Issuer or Bank of Company's Obligations. Should the Company fail to make any payment or to do any act as herein provided for a period of ten (10) days after receiving written notice of such failure to pay or act (and without releasing the Company from any obligation herein), the Issuer or the Bank may make or do the same, including without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Issuer, and paying all expenses, including, without limitation, reasonable attorneys' fees; and the Company will pay within five (5) days of demand all sums so expended by the Issuer or the Bank under the authority hereof, together with interest thereon at a per annum rate of interest equal to the Default Rate. Notwithstanding anything in this Section to the contrary, prior to making any payment, the Bank and/or the Issuer, as applicable, shall give the Company ten (10) days' notice of its intent to make such payment; provided, however, that the failure of the Bank or the Issuer to provide such notice shall not discharge the Company's obligation to make reimbursements therefor under this Section.

Section 4.27. Depreciation, Deductions and Investment Tax Credits. The parties agree that, as between themselves, the Company shall be entitled to all depreciation or cost recovery deductions with respect to any depreciable property of the Facility pursuant to Section 167 or 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Facility which constitutes "Section 38 Property" as defined in the Code.

Section 4.28. Litigation. The Company shall promptly notify the Bank in writing as soon as the Company has knowledge thereof, and furnish or cause to be furnished to the Bank such information regarding the same as the Bank may request of (a) the institution or filing of any litigation, action, suit, claim, or counterclaim to which the Company is a party, or (b) any administrative proceeding or investigation of, the Company by or before any regulatory body or Governmental Authority, where (i) the outcome of such litigation, action, suit, claim, counterclaim, administrative proceeding against, or investigation may have a Material Adverse Change, or (ii) such litigation, action, suit, claim, counterclaim, administrative proceeding or investigation questions the validity of the Bond Documents, or any action taken or to be taken

pursuant to the foregoing; and furnish or cause to be furnished to the Bank such information regarding the same as the Bank may request.

Section 4.29. Company to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Company agrees that during the term of the Bonds it will maintain its existence and continue as an organization described in Section 501(c)(3) of the Code, will not dissolve or liquidate or otherwise dispose of all or substantially all of its assets, and will not merge or be consolidated with or into any other Person or permit one or more Persons to consolidate with or merge into it (i) without the prior written consent of the Issuer and the Bank, and (ii) without complying with the second sentence of this Section. In addition to the Bank and the Issuer consent required pursuant to this Section, no such merger, consolidation or transfer of assets shall occur until the following conditions are met: (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States of America and qualifies to do business in the State, (b) the surviving, resulting or transferee entity, as the case may be, assumes in writing all of the obligations of and restrictions on the Company under this Bond Purchase and Loan Agreement (including, but not limited to, the covenants of the Company set forth in Section 2.04 hereof) and any other agreement securing the Company's performance hereunder, (c) immediately after the consummation of the transaction, and after giving effect thereto, the surviving, resulting or transferee entity, as the case may be, has net assets at least equal to the net assets of the Company immediately prior to the transaction, (d) the Company is the surviving, resulting or transferee not-for-profit corporation and that the proposed transaction will not adversely affect the exclusion of the interest payable on the Bonds from the gross income of the Bank for federal income tax purposes, and as of the date of such consolidation, merger, sale or transfer, the Company shall, at its expense, furnish the Issuer and the Bank with (I) an opinion of Independent Counsel opining as to the compliance with items (a) and (b) of this Section, (II) an opinion of an accountant opining as to the compliance with item (c) of this Section, (III) an opinion of Bond Counsel as to compliance with item (d) of this Section, and (IV) a certificate dated the effective date of such consolidation, merger, sale or transfer, signed by an Authorized Representative of the Company and the chief executive officer of the surviving, resulting or transferee entity, as the case may be, to the effect that immediately after consummation of the transaction, and after giving effect thereto, no Event of Default exists under this Bond Purchase and Loan Agreement and no event exists which, with notice or lapse of time or both, would become such an Event of Default and (V) such other documents, instruments and certificates as Issuer and/or the Bank may reasonably request.

Section 4.30. Restriction on Transfer of Facility.

(a) So long as any Bonds remain Outstanding, the Company shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights hereunder, without the prior written consent of the Issuer and the Bank. Prior to each proposed transfer, encumbrance or disposition of the Facility, the Company shall provide the Issuer and the Bank with the following:

- (1) A copy of the instrument transferring such title to or interest in the Facility or part of the Facility;

(2) A certificate of the Company stating that the Company is not then in default under this Bond Purchase and Loan Agreement and that the transfer is made in the ordinary course of business or made in return for other property of equal or greater value;

(3) Evidence satisfactory to the Issuer and the Bank, that the transferee has assumed the obligations of the Company hereunder;

(4) An unqualified opinion of Bond Counsel to the effect that the exclusion from gross income for federal income tax purposes of the interest on the Bonds shall not be adversely affected thereby;

(5) Financial statements of, or other financial information pertaining to, the proposed transferee, in form and substance reasonably satisfactory to the Bank and the Issuer; and

(6) Such other documents and information as the Bank or the Issuer may reasonably request.

Upon receipt of the items set forth in (1) through (6) above, the Issuer's and the Bank's consent to a proposed transfer, encumbrance or disposition of the Facility shall not be unreasonably withheld.

The foregoing provisions of this subsection (a) shall not apply to any lease agreement, residency agreement or similar agreement entered into by the Company with a resident of the Facility or Permitted Encumbrances.

(b) No conveyance of all or any portion of the Facility or interest therein effected under the provisions of this Section 4.30 shall entitle the Company to any abatement or diminution of any amounts payable under this Bond Purchase and Loan Agreement and the Bonds. No assignment, sale or other disposition of the Facility shall relieve the Company from primary liability for any of its obligations hereunder.

Section 4.31. Removal of Equipment.

(a) In any instance where the Company reasonably determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the efficient operation of the Facility for the purpose for which it is intended and the aggregate value of all Equipment removed and not replaced in any Fiscal Year is less than \$20,000.

(b) The removal of any item of Equipment pursuant to this Section 4.31 shall not entitle the Company to any abatement or diminution of any amounts payable under this Bond Purchase and Loan Agreement or the Bonds.

Section 4.32. Merger of Issuer.

(a) Nothing contained in this Bond Purchase and Loan Agreement shall prevent the consolidation of the Issuer with, or merger of the Issuer into, any other not-for-profit corporation or entity, provided that:

- (i) the exclusion from gross income for Federal income tax purposes of the interest on the Bonds shall not be adversely affected thereby and Issuer provides Bond Counsel opinion as to the same; and
- (ii) upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Bond Purchase and Loan Agreement to be kept and performed by the Issuer shall be expressly assumed in writing by the not-for-profit corporation or entity resulting from such consolidation or surviving such merger and shall have no effect on obligations of the Company hereunder.

(b) As of the date of any such consolidation, or merger, the Issuer shall give notice thereof in reasonable detail to the Company and the Bank. The Issuer promptly shall furnish such additional information with respect to any such transaction as the Company or the Bank may reasonably request.

Section 4.33. Payments Net. All payments by the Company of principal of, interest and premium, if any, on, the Bonds and all other amounts payable hereunder and/or under the Company Documents or the Bond Documents shall be made free and clear of and without deduction for any present or future income, excise, stamp or franchise taxes and other taxes, fees, duties, withholdings or other charges of any nature whatsoever imposed by any taxing authority, but excluding franchise taxes and taxes imposed on or measured by the Bank's net income or receipts (such non-excluded items being called "Taxes"). In the event that any withholding or deduction from any payment to be made by the Company hereunder is required in respect of any Taxes pursuant to any applicable law, rule or regulation, then the Company will:

- (a) pay directly to the relevant authority the full amount required so to be so withheld or deducted;
- (b) promptly forward to the Bank an official receipt or other documentation satisfactory to the Bank evidencing such payment to such authority; and
- (c) pay to the Bank such additional amount or amounts as is reasonably necessary to ensure that the net amount actually received by the Bank will equal the full amount the Bank would have received had no such withholding or deduction been required.

Moreover, if any Taxes are directly asserted against the Bank with respect to any payment received by the Bank under this Bond Purchase and Loan Agreement and/or the other Bond Documents, the Bank may pay such Taxes and the Company will promptly pay such additional amount (including any penalties, interest or expenses) as is reasonably necessary in order that the net amount received by the Bank after the payment of such Taxes (including any Taxes on such additional amount) shall equal the amount the Bank would have received had no such Taxes been asserted.

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

Section 4.34. Negative Covenants The Company, without the prior written consent of the Bank (except as otherwise provided in this Section 4.34), covenants and agrees that it will not:

(a) Become a guarantor, surety or otherwise liable for the debts or other obligations of any other Person, whether by agreement to purchase the Indebtedness of any other Person, or agreement for the furnishing of funds to any other Person through the purchase of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the Indebtedness of any other Person, or otherwise, except as an endorser of instruments for the payment of money deposited to its bank account for collection in the ordinary course of business.

(b) Except for investments made by the Company of its restricted and assets without donor restrictions from operations, make or suffer to exist any investments in, or loans or advances to, any other Person except (i) advance payments or deposits against purchases made in the ordinary course of the Company's regular business; (ii) direct obligations of the United States of America or other Authorized Investments of amounts held in the Project Fund, the Reconstruction Fund or any other fund or account established in accordance with any of the Bond Documents; (iii) any existing investments in, or existing advances to, any Affiliate and (iv) temporary advances to employees to cover expenses incurred in the ordinary course of the Company's business.

(c) Incur additional secured or unsecured Debt and except for trade Indebtedness or current liabilities for salary and wages incurred in the ordinary course of business and not substantially overdue.

(d) Merge with, consolidate with and/or acquire any entity without prior written consent of Issuer and Bank.

ARTICLE V. PAYMENT BY ISSUER

Section 5.01. Terms; Payment of Principal and Interest.

(a) The Company shall pay, for the account of the Issuer, directly to the Bank and any subsequent Holder, interest, redemption premium, if any, and principal of the Bonds in accordance with the terms thereof and herein. If any payment is not made to the Bondholder within ten (10) days after the date which it is due, the Company, shall pay to the Bondholder, upon demand, a late penalty fee in an amount equal to [five percent (5.00%)] of such unpaid payment. In addition to the late payment fee, upon written notice from the Holder to the Company and Issuer, the interest rate on the Bonds shall be increased to a rate of interest equal to [four hundred (400)] basis points plus the Prime Rate upon an Event of Default hereunder (the "Default Rate"), and such rate shall

continue to apply whether or not judgment shall be entered on the Bonds.

(b) If there shall occur an Event of Taxability, the rate of interest on the Bonds shall be adjusted, to the extent permitted by law, to the Tax Incidence Rate, commencing with the first (1st) day of the calendar month immediately succeeding the calendar month in which notification is given by the Holder to the Issuer and the Company that an Event of Taxability has occurred. In addition, there shall be paid to the Holder or former Holders upon demand by any such Holder or former Holders (i) an amount equal to (A) the aggregate amount which would have been payable as interest on the Bonds if interest on the Bonds had accrued at the Tax Incidence Rate during the period commencing with the Tax Incidence Date and ending on the earlier of (1) the Maturity Date or (2) the date of payment of the amount described in this clause (i), less (B) the amount of the interest on the Bonds previously received by the Holder or former Holders for such period; and (ii) any Additions to Tax paid or payable by any such Holder or former Holders as a consequence of the failure of such Holder or former Holders to include the interest on or any amount in respect of interest on the Bonds held by such Holder or former Holder as gross income in its federal tax return for any relevant period. In the event of an Event of Taxability following the payment in full of the principal of and interest on the Bonds and all other amounts payable by the Issuer under this Bond Purchase and Loan Agreement, the Bank shall give notice to the Company of such Event of Taxability, and within thirty (30) days after receipt thereof, the Company shall pay to the Bank an amount equal to 100% of all amounts payable to the Bank, such amount to be determined in accordance with this Section 5.01(b).

(c) [Reserved.]

(d) If the maximum marginal statutory rate of federal tax imposed upon income of corporations generally (whether or not the Bondholder is actually taxed at said maximum marginal statutory rate) decreases for any period during which the Bonds are Outstanding, the factor of 79% used in calculating the interest rate on the Bonds shall be increased, effective upon the effective date of such decrease, to equal the product of::

$$\begin{array}{l} \text{[Original Tax-Effective Factor]} \\ \text{[1 - Original Tax Rate]} \end{array} \quad \times \quad \text{[1- New Tax Rate]}$$

where (1) "Original Tax-Effective Factor" means 79%, the factor stated in the Bonds, (2) "Original Tax Rate" means the maximum marginal statutory rate of federal tax, expressed as a decimal, which may be imposed upon the income of corporations generally at the date of original issuance of the Bonds, and (3) "New Tax Rate" means a maximum marginal statutory rate of federal tax, expressed as a decimal, which may be imposed upon income of corporations generally which (a) is less than the Original Tax Rate and (b) comes into effect after the date of the issuance of the Bonds.

(e) If the Bondholder shall determine that for any reason adequate and reasonable means do not exist for ascertaining Term SOFR for any Interest Period, the Bondholder will give notice of such determination to the Issuer and the Company. Thereafter, the Bondholder will not

maintain the principal amount of the Bonds hereunder at the Term SOFR until the Bondholder revokes such notice in writing and, until such revocation, the Bondholder will convert the interest rate on the Bonds to an interest rate equal to the Variable Rate.

(f) If the Bondholder shall determine that the introduction of any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a Governmental Authority or in the interpretation or administration thereof, has made it unlawful, or that any central bank or other Governmental Authority has asserted that it is unlawful for the Bondholder to make loans based on Term SOFR then, on notice thereof by the Bondholder to the Issuer and the Company, the Bondholder will suspend the maintaining of the interest rate on the Bonds hereunder at Term SOFR until the Bondholder shall have notified the Issuer and the Company that the circumstances giving rise to such determination shall no longer exist and shall calculate the interest rate based on the Variable Rate. If the Bondholder shall determine that it is unlawful to maintain the interest rates on the Bonds based on Term SOFR, the Bondholder will convert the interest rate on the Bonds to the Variable Rate.

(g) **Benchmark Replacement Setting.**

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in the Bonds or the Bond Documents, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Bond Document in respect of any Benchmark setting that occurs more than five (5) Business Days after the date notice of such Benchmark Replacement is provided to the Company, without any amendment hereto or to any other Bond Document, or further action or consent of the Company, so long as the Bank has not received, by such time, written notice of Company's objection to such Benchmark Replacement (which notice must in all instances be delivered electronically to a designated Bank email address or as otherwise directed by Bank, in accordance with instructions to be included in the Bank's notice thereof to Company). Company shall pay all out-of-pocket costs (including reasonable attorneys' fees) incurred by the Bank in connection with any negotiation or enforcement of the terms hereof or any related matters contemplated in this Section 5.01(g). For purposes of this Section 5.01(g), any interest rate hedging agreement related to the loan evidenced hereby shall be excluded from the definition of a "Bond Document."

(ii) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Bond Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Company, the Issuer or any other party to the Bond Documents and the Company and the Issuer hereby consent to such amendments implementing the Benchmark Replacement Conforming Changes. The Bank shall not be liable to the

Company, the Issuer or any other party to the Bond Documents for any Benchmark Replacement Conforming Changes made by the Bank in good faith.

(iii) Notices; Standards for Decisions and Determinations. The Bank will provide notification to the Company (which may at the Bank's discretion be electronic, part of a billing statement, a general notice to customers or other communication) of the implementation of any Benchmark Replacement and the effectiveness of any Benchmark Replacement Conforming Changes, within a reasonable time prior to such implementation and effectiveness, as applicable. Any determination, decision or election that may be made by the Bank pursuant to this Section 5.01(g), including, without limitation, any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding upon the Company and any other parties to the Bond Documents absent manifest error and may be made in the Bank's sole discretion and without consent from the Company, except, in each case, as expressly required pursuant to this Section 5.01(g), and shall not be the basis of any claim of liability of any kind or nature against the Bank by any party hereto, all such claims being hereby waived individually by each party hereto.

(iv) Benchmark Unavailability Period. Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period and until a Benchmark Replacement is determined in accordance with this Section 5.01(g), the Company may revoke (as applicable) any request for an advance/borrowing of, conversion to or continuation of a loan earning interest at the then-current Benchmark to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Company will be deemed to have converted any such request into a request for an advance/borrowing of or conversion to a loan that shall accrue interest at the Variable Rate.

Section 5.02. Prepayment of Bonds.

(a) Optional Prepayment. The Bonds are subject to prepayment by the Issuer at the option of the Company, in whole or in part, at any time (upon written notice received by the Bank at least thirty (30) days prior to making such prepayment), at the redemption price of one hundred percent (100%) of the principal thereof, plus accrued interest to the redemption date, plus the Breakage Fee (as defined below), if any, and plus, if the prepayment occurs prior to [____], 20[____], a fee of [0.25]% of the Outstanding amount of the Bonds. Upon any redemption of all or any portion of the principal of the Bonds (including, for the purposes of this paragraph, any purchase of the Bond from the Bondholder) on any day that is not the last day of the relevant Interest Period (regardless of the source of such redemption and whether voluntary, by acceleration or otherwise) or interest on the Bonds shall be converted to the Variable Rate on any day that is not the last day of the relevant Interest Period, the Company shall pay an amount (the "Breakage Fee"), as calculated by the Bondholder, equal to the greater of \$250 or the amount of any losses, expenses and liabilities (including, without limitation, any loss of margin and anticipated profits) that the Bondholder may sustain as a result of such redemption or conversion described above, whether such liability is by reason of (a) any reduction in yield by reason of the liquidation or replenishment of any deposit or other funds acquired by the Bondholder, (b) the fixing of interest

rate payable on any Term SOFR-based loan or (c) otherwise. The Company understands, agrees and acknowledges that (i) the Bondholder does not have any obligation to purchase, sell and/or match funds in connection with the use of Term SOFR as a basis for calculating the rate of interest on the Bonds, (ii) Term SOFR may be used merely as a reference in determining such rate; and (iii) the Company has accepted Term SOFR as a reasonable and fair basis for calculating the Breakage Fee and other funding losses incurred by the Bondholder. The Company further agrees to pay the Breakage Fee and other funding losses, if any, whether or not the Bondholder elects to purchase, sell and/or match funds. The determination by the Bondholder of the Breakage Fee, in the absence of manifest error, shall be conclusive and binding. Redemptions are also subject to any requirements and/or provisions of any agreement for a derivative or hedging product, including, without limitation, interest rate or equity swaps, futures, options, caps, floors, collars or forwards now or hereafter executed by and between the Company and the Bondholder.

(b) Mandatory Purchase. The Bonds will be subject to demand for purchase by the Company at the election of the Bank in whole on [_____], 2031 (the "Purchase Date") at a purchase price (the "Purchase Price") equal to 100% of the principal amount of the Bonds, plus accrued interest thereon, if any, to the date of purchase. The Company may request to extend the Purchase Date, not earlier than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the Purchase Date, provided that, there shall be delivered to the Issuer and the Bank an opinion of Bond Counsel to the effect that the adoption of the new Purchase Date will not adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes and provided further that any decision to agree to a new Purchase Date shall be made in the Bank's sole and absolute discretion. The failure of the Company to purchase, or cause to be purchased, the tendered Bonds, in whole, on the Purchase Date shall constitute an immediate Event of Default hereunder.

(c) Swap Breakage. Any prepayment or redemptions of the Bonds shall be subject to any requirements and/or provisions of any agreement for a derivative or hedging product, including, without limitation, any Hedging Agreement, interest rate or equity swaps, futures, options, caps, floors, collars or forwards now or hereafter executed by and between the Company and the Bank.

Section 5.03. Mandatory Redemption from Insurance or Condemnation Proceeds. The Bonds shall be subject to mandatory redemption in whole or in part on any Business Day, in an amount equal to the amount, if any, by which the Net Proceeds of any insurance or any condemnation award with respect to the Facility exceed the cost of repairing or restoring the Facility, as provided in this Bond Purchase and Loan Agreement.

Section 5.04. Defeasance; Discharge. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, the principal of, redemption premium, if any, and interest on the Bonds and all other amounts payable by the Issuer under this Bond Purchase and Loan Agreement, then all covenants, agreements and other obligations of the Issuer and the Company hereunder shall thereupon terminate and be discharged and satisfied, except for those obligations which by their nature cannot be satisfied prior to or simultaneously with termination of the lien hereof (including obligations of the Company under Sections 4.01, 4.21 and 7.10 hereof), and thereupon all the monies and properties of the Issuer and the Company then subject to such security interests shall

be free and clear thereof. In such event the Bank shall execute and record or file, at the expense of the Company, all documents requested by the Issuer or the Company to effect such discharge and satisfaction.

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**ARTICLE VI.
DEFAULT PROVISIONS AND REMEDIES**

Section 6.01. Events of Default. The following shall be "Events of Default" under this Bond Purchase and Loan Agreement, and the terms "Event of Default" shall mean, when they are used in this Bond Purchase and Loan Agreement, any one or more of the following events:

(a) The Issuer or the Company fails to pay (or cause to be paid) the principal of, or redemption premium or interest on the Bonds, or any other amount owed to the Bank hereunder, within five (5) days following the date that the same shall become due and payable;

(b) (i) Subject to clause (ii) below, the failure by the Company or the Issuer to observe and perform any covenant, condition or agreement hereunder or in any of the other Bond Documents on their respective parts to be observed or performed (except obligations referred to in Section 6.01(a) hereof) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Company or the Issuer, as the case may be, by the Bank; provided however, such 30 day period shall not apply to an Event of Default under the covenants listed in Section 2.04; (ii) if the covenant, condition or agreement which the Company or the Issuer has failed to observe or perform is of such a nature that it cannot reasonably be fully cured within such thirty (30) days, the Company or the Issuer shall not be in default if the Company or the Issuer, as the case may be, commences a cure within such thirty (30) days and thereafter diligently proceeds with all action required to complete the cure and, in any event, completes such cure within sixty (60) days of such written notice from the Bank, unless the Bank shall give its written consent to a longer period;

(c) The occurrence of an Event of Default under and as defined in any of the other Bond Documents or Company Documents;

(d) The occurrence of an Event of Default, beyond applicable notice and cure periods, under any other agreement heretofore or hereafter entered into between the Company and the Bank, unless waived by the Bank;

(e) The Company, or an Authorized Representative thereof, shall have made, in any certificate, statement, representation, warranty or financial statement furnished to the Bank in connection with the financing of the Facility, a material representation which proves to have been false or misleading in any material respect as of the time such statement was made, or any such certificate, statement, representation, warranty or financial statement shall omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in any material respect;

(f) If the Company (i) fails to pay any Indebtedness for borrowed money (other than as arising under any of the other Bond Documents or any other agreement with the Bank) owing by the Company when due, whether at maturity, by acceleration, or otherwise; or (ii) fails to perform any material term, covenant, or agreement on its part to be performed under any agreement or instrument (other than this Bond Purchase and Loan Agreement, any other Bond Document or Company Documents or any other agreement with the Bank) evidencing, securing or relating to such Indebtedness when required to be performed, or is otherwise in default

thereunder, if the effect of such failure is to accelerate, or to permit the holder(s) of such Indebtedness or the trustee(s) under any such agreement or instrument to accelerate, the maturity of such Indebtedness, unless waived by such holder(s) or trustee(s);

(g) If the Company fails to pay any other Indebtedness for borrowed money owing by the Company to the Bank when due, whether at maturity, by acceleration or otherwise;

(h) If the Company (i) is adjudicated a debtor or insolvent, or ceases, is unable, or admits in writing its inability, to pay its debts as they mature, or makes an assignment for the benefit of creditors; (ii) applies for, or consents to, the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property, or any such receiver, trustee, or similar officer is appointed without the application or consent of the Company; (iii) institutes, or consents to the Company of, by petition, application, or otherwise, any bankruptcy reorganization, arrangement, readjustment of debt, dissolution, liquidation, or similar proceeding relating to it under the laws of any jurisdiction; (iv) has any such proceeding described in clause (iii) instituted against it and such proceeding remains thereafter undismissed for a period of sixty (60) days; or (v) has any judgment, writ, warrant of attachment or execution or similar process issued or levied against a substantial part of its property and such judgment, writ, or similar process is not released, or fully bonded within sixty (60) days after its issue or levy;

(i) Except as expressly permitted hereby, if the Company shall dissolve or liquidate, or be dissolved or liquidated, or cease to legally exist, or merge, consolidate or convert, or be merged, consolidated or converted with or into any other corporation or entity without the Bank's prior written consent;

(j) Any sale, assignment, transfer, lease, mortgage, charge, conveyance, encumbrance or other disposition of any of the Company's Property without the written consent of the Bank or in violation of this Bond Purchase and Loan Agreement or any other Bond Document;

(k) If judgment or judgments for the payment of money [in excess of \$250,000] (which the Bank reasonably determines to not be covered by insurance or as to which the insurer has given notice of a denial) is rendered against the Company, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;

(l) Any Event of Default shall occur under any other agreements relating to any Indebtedness now or hereafter owed by the Company to the Bank;

(m) Any levy, seizure, attachment, garnishment, execution or similar process shall be issued or levied on any of the Company's Property which materially and adversely affects the financial condition or operations of the Company, and is not dismissed, bonded over or otherwise addressed in a manner satisfactory to the Bank within sixty (60) days thereof; or

(n) Any Material Adverse Change shall occur and be continuing.

Section 6.02. Acceleration; Annulment of Acceleration.

(a) Upon the occurrence of an Event of Default, the Bank may by notice in writing delivered to the Issuer and the Company declare the Bonds immediately due and payable

without protest, presentment, any further notice or demand, all of which to the extent permitted by law, are expressly waived by the Issuer. In such event, there shall be due and payable the total principal amount of the Bonds, redemption premium, if any, all interest accrued thereon and which will accrue thereon to the date of payment and all other amounts due thereunder.

(b) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Purchase and Loan Agreement, the Bank may, at its sole option, annul in writing such declaration and its consequences if monies shall have been paid to the Bank in an amount sufficient to pay (i) all matured installments of interest and principal (other than principal then due only because of such declaration) of the Bonds and all other amounts due thereunder; (ii) attorney's fees and other sums sufficient to pay the reasonable charges, compensation, expenses, disbursements, advances and liabilities of the Bank incurred by the Bank in connection with such default and reinstatement; and (iii) all other amounts then payable by the Issuer or the Company hereunder; provided, however, every other Event of Default known to the Bank (other than a default in the payment of the principal of the Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Bank. No such annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereto.

Section 6.03. Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Event of Default or event which but for the passage of time, the giving of notice or both would constitute an Event of Default, the Bank may cease to make any further advances of Bond Proceeds under this Bond Purchase and Loan Agreement.

(b) Upon the occurrence and continuance of any Event of Default, the Bank may proceed forthwith to protect and enforce its rights under the Act, the Bonds, this Bond Purchase and Loan Agreement, and each of the other Bond Documents or the Bank Documents, by such suits, actions or proceedings as the Bank, being advised by counsel, shall deem necessary, expedient or desirable.

(c) The Bank may sue for, enforce payment of and receive any amounts due or becoming due from the Issuer or the Company for principal, interest, redemption premium, if any, or otherwise under any of the provisions of the Bonds, this Bond Purchase and Loan Agreement, or any of the other Bond Documents, without prejudice to any other right or remedy of the Bank.

Section 6.04. Application of Monies. The Net Proceeds received by the Bank pursuant to any right given or action taken under the provisions of this Article VI shall, during the continuance of an Event of Default, be applied to the payment of the fees (including reasonable attorneys' fees) incurred by the Bank and the Issuer, late charges and expenses of the Bank and then to the payment of interest on the Bonds then due and payable and all other amounts due thereunder, and the balance thereof to be applied in reduction of principal and redemption premium, if any, then due and payable.

Section 6.05. Remedies Not Exclusive. No remedy conferred upon or reserved to the Bank by this Bond Purchase and Loan Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank now or hereafter existing at law or in equity or by statute.

Section 6.06. Termination of Proceedings. In case any proceeding taken by the Bank on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Bank, then the Issuer, the Company, and the Bank shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Bank shall continue as if no such proceeding had been taken.

Section 6.07. Waivers; No Additional Waiver Implied by One Waiver.

(a) The Bank may at its discretion, by a written instrument executed by its duly Authorized Representative, waive any Event of Default hereunder and its consequences and annul any acceleration in accordance with Section 6.02 hereof. No such waiver shall extend to or affect any other existing or any subsequent Event of Default.

(b) No delay or omission of the Bank to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article VI to the Bank may be exercised from time to time and as often as may be deemed necessary, expedient or desirable.

**ARTICLE VII.
MISCELLANEOUS**

Section 7.01. Company to Pay Expenses. The Company agrees to pay (i) the reasonable fees and expenses of the Bank and its counsel, the Issuer and its counsel, and all other reasonable costs and expenses incidental to the financing hereunder, the issuance and administration of the Bonds and the costs of producing the documents referred to herein, including the reasonable fees and expenses of Bond Counsel plus disbursements; (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 recordings and filings pursuant to or contemplated by this Bond Purchase and Loan Agreement; (iv) appraisal and environmental review fees and expenses, if any; (v) all site inspection fees and title lien search fees, if any, and (vi) all reasonable costs of collection in the event of the occurrence of an Event of Default under this Bond Purchase and Loan Agreement.

Section 7.02. Recording and Filing.

(a) The Issuer shall cause to be recorded or filed, as the case may be, in the appropriate office, all security instruments and financing statements in such manner and in such places as may be required by law to perfect the security interests contemplated herein and therein.

(b) The Bank shall cause to be filed all continuation statements under the Uniform Commercial Code of the State in such manner and in such places as may be required by law to protect and maintain in force all such security interests.

Section 7.03. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Purchase and Loan Agreement or the Bonds is intended or shall be construed to give to any Person, other than the parties hereto, and their successors and assigns, any right, remedy or claim under or with respect to this Bond Purchase and Loan Agreement or any covenants, conditions and provisions herein contained. This Bond Purchase and Loan Agreement and all of the covenants, conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their successors and assigns as herein provided.

Section 7.04. Severability.

(a) If any provision of this Bond Purchase and Loan Agreement shall, for any reason, be held or shall, in fact, be inoperative or unenforceable in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision herein contained inoperative or unenforceable.

(b) The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this Bond Purchase and Loan Agreement shall not affect the remaining portion of this Bond Purchase and Loan Agreement or any part thereof.

Section 7.05. Notices. All notices, certificates or other communications hereunder shall be in writing and shall be (a) delivered personally, or (b) sent by United States Postal Service prepaid, first-class mail, or by registered or certified mail, return receipt requested, or (c) sent overnight via substantial national delivery service, addressed as set forth immediately following this paragraph, or at such other addresses as the Issuer, the Company or the Bank shall otherwise have given notice as herein provided:

To the Issuer:

Dutchess County
Local Development Corporation
3 Neptune Road
Poughkeepsie, New York 12601
Attention: Chairperson

With a copy to:

Cappillino Rothschild & Egan LLP
7 Broad Street
P.O. Box 390
Pawling, New York 12564

-and-

Harris Beach Murtha Cullina PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Russell E. Gaenzle, Esq.

To the Company:

Dutchess Community College
Association, Inc.
53 Pendell Road,
Poughkeepsie, New York 12603
Attention: Scott Schnackenberg

With a copy to:

Barclay Damon LLP
80 State Street
Albany, New York 12207
Attention: Melissa Bennett, Esq.

To the Bank:

[M&T Bank]
[327 Great Oaks Blvd]
[Albany, New York 12203]
[Attn: Kim Phelan]

With a copy to:

Nixon Peabody LLP
211 High Point Drive, Suite 110
Victor, New York 14534
Attn: Katherine Baynes, Esq.

To the Financial Advisor:

Excelsior Capital Advisory Services LLC
[]
Attn: Tom Cullinan

To the Financial Advisor:

Blue Rose Capital Advisors
3948 Market Street, #24827
Minneapolis, Minnesota 55324
Attn: Georgina Walleshauser

All notices shall be deemed given on the date of personal delivery or, if mailed, five (5) days after mailing, or if given by overnight service, on the date of receipt as indicated by the records of the overnight delivery service.

A duplicate copy of each notice, certificate or other communication given hereunder by any of the parties hereto to the addressee of such notice, certificate or other communication, shall be given to the remaining parties hereto. The Issuer, the Company and the Bank may by notice hereunder designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. At such time, if any, as the Bank is no longer the Holder, the party hereto giving the notice, certificate, or other communication, shall send a duplicate thereof to the Holder at the address shown on the books of the Issuer.

Section 7.06. 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. Any executed counterpart may be introduced into evidence in any action or proceeding without having to produce any of the other counterparts.

Section 7.07. Applicable Law. This Bond Purchase and Loan Agreement shall be governed exclusively by the applicable laws of the State. The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of causes of action arising hereunder or under the Bonds. THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

Section 7.08. Additional Charges. If, at any time, the rate of interest, together with all amounts which constitute interest and which are reserved, charged or taken by the Bank as compensation for fees, services or expenses incidental to the making, negotiating or collection of the loan evidenced hereby, shall be deemed by any competent court of law, governmental agency or tribunal to exceed the maximum rate of interest permitted to be charged by the Bank to the Issuer and/or the Company under applicable law, then, during such time as such rate of interest would be deemed excessive, that portion of each sum paid attributable to that portion of such interest rate that exceeds the maximum rate of interest so permitted shall be deemed a voluntary prepayment of principal. As used herein, the term "applicable law" shall mean the law in effect as of the date hereof; provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Bond Purchase and Loan Agreement shall be governed by such new law as of its effective date.

Section 7.09. Amendment. This Bond Purchase and Loan Agreement may not be amended, changed, modified, altered or terminated except by written instrument duly executed and delivered by the parties hereto.

Section 7.10. No Recourse; Special Obligation of Issuer; Indemnification.

(a) All covenants, stipulations, promises, agreements and obligations of the Issuer contained in the Bond Documents or in any other instruments in connection therewith and any amendments or supplements thereto shall be deemed to be the covenants, stipulations, promises, agreements and Obligations of the Issuer and not of any member, director, officer, servant or employee of the Issuer (collectively, the "Employee of the Issuer") in his individual capacity, and no recourse under or upon any Obligation in the Bond Documents contained or otherwise based upon or in respect of this Bond Purchase and Loan Agreement or the other Bond Documents, or for the Bonds, or for any claim based thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future Employee

of the Issuer, as such, or of any successor public benefit corporation or political subdivision or any person executing any of the Bond Documents, either directly or through the Issuer or any successor public benefit corporation or political subdivision or any person so executing the Bonds or any other of such Bond Documents on behalf of the Issuer, it being expressly understood that the Bond Documents and the Bonds issued thereunder are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by any such Employee of the Issuer or of any successor public benefit corporation or political subdivision or any person so executing the Bond Documents because of the creation of the Indebtedness thereby authorized, or under or by reason of the obligations contained in the Bond Documents or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such Employee of the Issuer because of the creation of the Indebtedness authorized by the Bond Documents, or under or by reason of the obligations contained in any of the Bond 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 Bond Documents and the issuance of the Bonds.

(b) The obligations of the Issuer contained herein shall not constitute or give rise to an obligation of the State of New York or Dutchess County, New York, and neither the State of New York nor Dutchess County, New York shall be liable thereon, and further such obligations shall not constitute or give rise to a general obligation of the Issuer, but rather shall constitute limited obligations of the Issuer payable solely from the revenues of the Issuer derived and to be derived from this Bond Purchase and Loan Agreement and the Bonds.

(c) Notwithstanding any provision of this Bond Purchase and Loan Agreement to the contrary, the Issuer shall not be obligated to take any action pursuant to any provision hereof unless (i) the Issuer shall have been requested to do so in writing by the Company or the Bank and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Issuer (or any member, director, officer, agent, servant or employee of the Issuer) of any liability, fees, expenses or other costs, the Issuer shall have received from the party making such request security, or indemnity reasonably satisfactory to the Issuer for protection against all such liability and for the reimbursement of all such fees, expenses and other costs. The failure to provide such indemnity, however, shall not prevent the occurrence or continuance of an Event of Default hereunder or the full force and effect of any of the remedies or actions authorized hereunder to be taken by the Bank as a result of such Event of Default.

(d) The Company shall indemnify the Bank, its parent and Subsidiaries and the Issuer and each of their respective officers, directors, employees, agents, successors, attorneys, consultants and assigns (each, an "Indemnified Party") and defend and hold each Indemnified Party harmless from and against all claims, injury, damage, judgments, loss and liability, cost and expense (including reasonable attorneys' fees, costs and expenses and included the allocated cost of in-house counsel) of any and every kind to any persons or property by reason or arising directly or indirectly out of (i) any breach of representation or warranty, Event of Default under this Bond Purchase and Loan Agreement, the Bonds, any other Bond Document or any document required hereunder or (ii) any other matter arising in connection with the Bond Purchase and Loan Agreement, the Bonds, any other Bond Document or Company Document, or the Company and in no event shall include consequential, special or punitive damages. No Indemnified Party shall be entitled to be indemnified against its own gross negligence or willful misconduct.

Section 7.11. Table of Contents and Section Headings not Controlling. The Table of Contents and the Headings of the several Articles and Sections of this Bond Purchase and Loan Agreement have been prepared for 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.

Section 7.12. Survival. This Bond Purchase and Loan Agreement shall survive the purchase and sale of the Bonds and shall remain in full force and effect until the Bonds together with interest thereon and all amounts payable under this Bond Purchase and Loan Agreement and all of the other Bond Documents shall have been paid in full.

Section 7.13. Participation. Notwithstanding any other provision of this Bond Purchase and Loan Agreement, the Issuer and the Company understand that the Bank may at any time enter into participation agreements with one or more participating banks, financial institutions, insurance companies or other Persons whereby the Bank will allocate to each such participant certain percentages of the payment Obligations of the Company under this Bond Purchase and Loan Agreement and the Bonds. Notwithstanding any such participation, the Company and the Issuer shall continue to deal solely and directly with the Bank in connection with the Bank's rights and Obligations under this Bond Purchase and Loan Agreement and any and all rights of the Owner of the Bonds under the Bond Documents may be exercised by the Bank only.

Section 7.14. OFAC and Patriot Act 326 (PA 326).

(a) PAC326. The Company shall be subject to the Bank's identity verification requirements. The Company hereby acknowledges that upon opening an account with any entity within the Bank's family of companies, the Bank will require the following information for the Company: business name, business address, business tax identification number and business phone number. For the Authorized Representatives, the Bank requires the following information: individual's name, individual's address, identification information and date of birth.

(b) OFAC. The Bank may also be required to check whether the Company and its collateral owners; guarantors; co-signors; receiving and sending parties; general partners, managing members, and trustees; and limited partners, managing members and beneficiaries holding interest, each as applicable, appear on the US Department of Treasury's list for Specially Designated Nationals and Blocked Persons.

Section 7.15. Governing Law; Consent To Jurisdiction And Venue. The Company agrees that any controversy arising under or in relation to this Bond Purchase and Loan Agreement shall be litigated exclusively in the County of Dutchess, State of New York or in the Eastern District of New York. The state and federal courts and authorities with jurisdiction or authority over the County of Dutchess, State of New York shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Bond Purchase and Loan Agreement. The Company irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit the Issuer's or the Bank's right to bring any suit, action or proceeding relating to matters arising under this Bond Purchase and Loan Agreement against the Company or any of the Company's assets in any court of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase and Loan Agreement to be executed in their respective names by their duly Authorized Representatives, and have caused this Bond Purchase and Loan Agreement to be dated as the date first set forth above.

**DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION**

By: _____
Name: Robin Mack
Title: Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss:

On the ____ day of _____, the year 2026 before me, the undersigned, personally appeared **ROBIN MACK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**DUTCHESS COMMUNITY COLLEGE
ASSOCIATION, INC.**

By: _____
Name: Scott Schnackenberg
Title: President

STATE OF NEW YORK)

COUNTY OF DUTCHESS) ss:

On the ____ day of _____, the year 2026 before me, the undersigned, personally appeared **SCOTT SCHNACKENBERG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[M&T BANK]

By: _____
Name: []
Title: []

STATE OF)

COUNTY OF) ss:

On the ____ day of _____, the year 2026 before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [he/she] executed the same in [his/her] capacity, and that by [his/her] signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DRAFT

EXHIBIT A

FORM OF SERIES 2026 BOND

THIS BOND HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 AND IT MAY NOT BE TRANSFERRED EXCEPT UPON EITHER SUCH REGISTRATION OR AN OPINION OF COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED AND THAT SUCH TRANSFER WILL NOT RESULT IN A VIOLATION OF THE SECURITIES ACT OF 1933.

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
\$[] PRINCIPAL AMOUNT TAX-EXEMPT REVENUE BONDS (DUTCHESS
COMMUNITY COLLEGE ASSOCIATION, INC. PROJECT), SERIES 2026
(THE "BOND" OR "BONDS")

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION, a not-for-profit corporation of the State of New York (the "Issuer"), acknowledges itself indebted and for value received does hereby promise to pay, but solely from the sources and revenues as hereinafter provided, to the order of [M&T Bank] (the "Holder" or the "Bank"), or its registered assigns, the principal sum as stated below or so much thereof as has been advanced pursuant to the terms of the Bond Purchase and Loan Agreement (as defined below), plus interest at a per annum rate as set forth herein.

Principal Amount: \$[]

Dated Date: [], 2026

Maturity Date: [], 2046

Interest Rate: Bank Exempt Rate

Any capitalized word or term not otherwise defined herein shall have the meaning given such word or term in the Bond Purchase and Loan Agreement (as defined herein).

Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed (365 or 366, as applicable) on the Outstanding principal amount of the Bonds.

The Bonds shall bear interest at the Bank Exempt Rate, which is defined as an amount equal to 79% of the sum of: (i) 2.90% plus the greater of (a) the one-month Term SOFR or (b) zero percent (0%).

PAYMENT OF PRINCIPAL AND INTEREST

Principal and interest on this Bond shall amortize as set forth in the bond amortization schedule attached hereto as Schedule A. Changes to such bond amortization schedule shall be approved by the Issuer, the Company and the Bank. The Bank shall invoice the Company on a monthly basis with the principal payments on Bond plus accrued interest thereon payable by the

Company, on behalf of the Issuer, directly to the Bank on the first (1st) Business Day of each month, commencing on [August] 1, 2026.

If the maximum marginal statutory rate of federal tax imposed upon income of corporations generally (whether or not the Bondholder is actually taxed at said maximum marginal statutory rate) decreases for any period during which the Bonds are Outstanding, the factor of 79% used in calculating the interest rate on the Bonds shall be increased, effective upon the effective date of such decrease, to equal the product of:

$$\begin{array}{l} \text{[Original Tax-Effective Factor]} \\ \text{[1 - Original Tax Rate]} \end{array} \quad \times \quad \text{[1- New Tax Rate]}$$

where (1) "Original Tax-Effective Factor" means 79%, the factor stated in the Bonds, (2) "Original Tax Rate" means the maximum marginal statutory rate of federal tax, expressed as a decimal, which may be imposed upon the income of corporations generally at the date of original issuance of the Bonds, and (3) "New Tax Rate" means a maximum marginal statutory rate of federal tax, expressed as a decimal, which may be imposed upon income of corporations generally which (a) is less than the Original Tax Rate and (b) comes into effect after the date of the issuance of the Bonds.

If the Bondholder shall determine that for any reason adequate and reasonable means do not exist for ascertaining Term SOFR for any Interest Period, the Bondholder will give notice of such determination to the Issuer and the Company. Thereafter, the Bondholder will not maintain the principal amount of the Bonds hereunder at Term SOFR until the Bondholder revokes such notice in writing and, until such revocation, the Bondholder will convert the interest rate on the Bonds to an interest rate equal to the Variable Rate.

If the Bondholder shall determine that the introduction of any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a Governmental Authority or in the interpretation or administration thereof, has made it unlawful, or that any central bank or other Governmental Authority has asserted that it is unlawful for the Bondholder to make loans based on Term SOFR then, on notice thereof by the Bondholder to the Issuer and the Company, the Bondholder will suspend the maintaining of the interest rate on the Bonds hereunder at Term SOFR until the Bondholder shall have notified the Issuer and the Company that the circumstances giving rise to such determination shall no longer exist and shall calculate the interest rate based on the Variable Rate. If the Bondholder shall determine that it is unlawful to maintain the interest rates on the Bonds based on Term SOFR, the Bondholder will convert the interest rate on the Bonds to the Variable Rate.

OPTIONAL REDEMPTION

This Bond is subject to prepayment by the Issuer at the option of the Company, in whole or in part, at the redemption price of one hundred percent (100%) of the principal thereof, plus accrued interest to the redemption date, plus the Breakage Fee (as defined in the Bond Purchase and Loan Agreement), if any, and plus, if the prepayment occurs prior to [____], 20[___], a fee of [0.25%] of the Outstanding amount of the Bonds, payable in accordance with Section 5.02(a) of the Bond Purchase and Loan Agreement.

MANDATORY REDEMPTION

This Bonds will be subject to demand for purchase by the Company at the election of the Bank in whole on [_____], 2031 (the "Purchase Date") at a purchase price (the "Purchase Price") equal to 100% of the principal amount of the Bonds, plus accrued interest thereon, if any, to the date of purchase. The Company may request to extend the Purchase Date, not earlier than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the Purchase Date, provided that, there shall be delivered to the Issuer and the Bank an opinion of Bond Counsel to the effect that the adoption of the new Purchase Date will not adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes and provided further that any decision to agree to a new Purchase Date shall be made in the Bank's sole and absolute discretion. The failure of the Company to purchase, or cause to be purchased, the tendered Bonds, in whole, on the Purchase Date shall constitute an immediate Event of Default hereunder.

INCREASE IN INTEREST RATE IF AN EVENT OF TAXABILITY OCCURS

If there shall occur an Event of Taxability (as hereafter defined), the rate of interest on this Bond shall be adjusted, to the extent permitted by law to the Tax Incidence Rate (as hereinafter defined) commencing with the first day of the calendar month immediately succeeding the calendar month in which notification is given by the Holder to the Issuer and the Company that an Event of Taxability has occurred. In addition, there shall be paid to the Holder or former Holders of this Bond upon demand by any such Holder or former Holders of this Bond (i) an amount equal to (A) the aggregate amount which would have been payable as interest on this Bond if interest on this Bond had accrued at the Tax Incidence Rate during the period commencing with the Tax Incidence Date (as hereinafter defined) and ending on the earlier of (1) the maturity of this Bond or (2) the date of payment of the amount described in this clause (i), less (B) the amount of the interest on this Bond previously received by the Holder or former Holders of this Bond for such period; and (ii) any Additions to Tax (as hereinafter defined) paid or payable by any such Holder or former Holders as a consequence of the failure of such Holder or former Holders to include the interest on or any amount in respect of interest on this Bond held by such Holder or former Holder as gross income in its federal tax return for any relevant period.

For the purposes of the preceding paragraph the following terms have the following defined meanings:

"Additions to Tax" means any penalties, fines, additions to tax, interest and additional amount described in Chapter 68 of the Internal Revenue Code of 1986, as amended, and in any similar state statute with respect to state income or franchise tax.

"Event of Taxability" means:

(A) a final determination by any court of competent jurisdiction or a final determination by the Internal Revenue Service ("IRS") to which the Company shall consent or from which no timely appeal shall be taken to the effect that interest on the Bonds is includable in the gross income of the Holders thereof for federal income tax purposes;

(B) ninety (90) days after receipt by the Issuer, the Bank or the Company of written notice that the IRS has issued a "notice of deficiency" or similar notice to any present or former Holder of a Bond assessing a tax in respect of any interest on the Bonds as a result of such interest

being includable in gross income for federal income tax purposes, provided that such notice has not been withdrawn by the IRS and from which such Holder (or the Issuer, the Company or the Bank on behalf of the Holder, if allowable) has not filed a timely petition in the United States Tax Court contesting the same; or

(C) the delivery to the Company, the Bank and the Issuer of an opinion of Bond Counsel to the effect that interest on the Bonds is includable in the gross income of a Holder thereof for federal income tax purposes.

Nothing in this definition of "Event of Taxability" shall be construed to mean that the Issuer, the Company or any Holder of any Bond shall have any obligation to contest or appeal any assertion or decision that any interest payable under the Bonds is subject to taxation.

Notwithstanding the foregoing, in no event shall the imposition of an alternative minimum tax or preference tax or environmental tax or branch profits tax on any Bondholder, the calculation of which included the interest on the Bonds, be considered an Event of Taxability.

"Tax Incidence Date" means the first date on which, as a result of the occurrence of an Event of Taxability, interest on the Bond is includable in the gross, income of the recipient thereof for federal income tax purposes.

"Tax Incidence Rate" means, with respect to the Bonds, a floating rate per annum equal to the sum of (i) the one month Term SOFR plus (ii) 2.00%, with a Floor of 0.00% with respect to the one month Term SOFR.

LATE PAYMENT FEE IN EVENT OF LATE PAYMENT

In the event that the Holder has not received an interest or principal payment payable under this Bond on or before the tenth (10th) day after such payment is due, then there shall be a late penalty fee to the Issuer equal to [five percent (5.00%)] of any such unpaid payment and payable by the Company.

In addition to the late payment fee, upon written notice from the Holder to the Company and Issuer, the interest rate under this Bond shall be increased to a rate of interest equal to [four hundred (400) basis points] plus the Prime Rate upon an Event of Default under the Bond Purchase and Loan Agreement, and such rate shall continue to apply whether or not judgment shall be entered on this Bond.

If the Issuer fails to pay or cause to be paid any late charge, the Holder may add such charge to the amount owing on any future payment. The Holder's assessment and/or collection of late charges hereunder shall in no way impair its right to pursue other remedies upon default.

Payment of the principal of this Bond, including any amounts prepaid, and interest thereon, shall be made at the office of [M&T Bank], [_____, _____, New York - _____], or at such other place as the Holder, or its registered assigns, from time to time, have designated in writing sent to the Issuer and the Company by certified or registered mail, return receipt requested. The principal of and interest on this Bond are payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of bonds limited in the aggregate principal amount of \$[_____], or so much as may be advanced hereunder, authorized by a bond resolution, duly adopted by the Issuer on June 10, 2026, (the "Bond Resolution") and this Bond is

issued in accordance with a Bond Purchase and Loan Agreement, dated as of the date hereof (the "Bond Purchase and Loan Agreement"), by and among the Issuer, the Company and the Bank for the purposes of financing a certain Project (as defined in the Bond Purchase and Loan Agreement).

As security for this Bond: (i) the Company has granted a first priority leasehold mortgage lien on and security interest in the Facility pursuant to a certain Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of [] 1, 2026, from the Company to the Issuer (the "Mortgage"); (ii) the Issuer has assigned its rights and interest in and to the Mortgage (except the Unassigned Rights as defined in the Bond Purchase and Loan Agreement) to the Bank pursuant to a certain Assignment of Mortgage, dated as of [] 1, 2026, from the Issuer to the Bank (the "Assignment of Mortgage"); (iii) the Company has granted to the Bank and the Issuer the right to receive certain payments of leases and rents pursuant to a certain Assignment of Leases, Rents and Profits, dated as of [] 1, 2026, from the Company to the Issuer and the Bank (the "Assignment of Leases and Rents") and (iv) the Issuer has assigned its rights and interests in and to the Assignment of Leases and Rents (except the Unassigned Rights) to the Bank pursuant to a certain Assignment of Assignment of Leases, Rents and Profits, dated as of [] 1, 2026, from the Issuer to the Bank (the "Assignment of Assignment of Leases and Rents").

As additional security for this Bond, the Company has granted to the Bank a security interest in and to: (i) the Gross Receipts (as defined in the hereinafter defined Pledge of Gross Receipts) pursuant to a certain Pledge of Gross Receipts, dated as of [], 2026 (the "Pledge of Gross Receipts"); and (ii) in and to the Collateral (as defined in the hereinafter defined Security Agreement) pursuant to a certain Security Agreement, dated as of [], 2026 (the "Security Agreement").

The Bond Purchase and Loan Agreement, among other things, provides that Bond Proceeds shall be disbursed to pay the Project Costs (as defined in the Bond Purchase and Loan Agreement), but only upon satisfaction of the requirements set forth in the Bond Purchase and Loan Agreement for making such disbursements.

The Issuer and the Company have entered into a certain Tax Compliance Agreement (the "Tax Compliance Agreement"), dated as of the date hereof; pursuant to which the Issuer and the Company, for the benefit of the Holders from time to time of the Bonds, have made certain representations and covenants, established certain conditions and limitations and made certain expectations, relating to compliance with the requirements imposed by the Code and the regulations and rulings of the United States Treasury Department promulgated thereunder in order to ensure that the interest accruing on this Bond is and remains excluded from gross income for Federal income tax purposes.

Reference is hereby made to the Mortgage, the Tax Compliance Agreement and the Bond Purchase and Loan Agreement and the other Bonds Documents and to all amendments and supplements thereto (copies of which are on file at the office of the Issuer) for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Company and the Holder and the terms upon which this Bond is or may be secured. By acceptance of this Bond, the Holder assents to all the provisions of such documents and all amendments and supplements thereto made in accordance with the provisions thereof. By acceptance of this Bond, the Holder assents to, and shall be entitled to the benefits of; all the

provisions of such documents and all amendments and supplements thereto made in accordance with the provisions thereof.

This Bond is a special obligation of the Issuer and it is understood and agreed that the Holder shall look exclusively to the Company, the Mortgage, and such security as may from time to time be given for payment of obligations arising out of this Bond, the Mortgage and the Bond Purchase and Loan Agreement, and that any judgment rendered on this Bond, the Mortgage, the Bond Purchase and Loan Agreement or such security shall be limited to the property pledged by the Mortgage, and any such other security so given for the satisfaction thereof, and that no deficiency or personal judgment shall be sought or rendered against the Issuer, its successors or assigns, or its members, officers, agents or employees in any action or proceeding brought on this Bond, or judgment, order or decree rendered pursuant to any such action or proceeding.

THIS BOND IS NOT AND SHALL NOT BE A DEBT OR LOAN OF CREDIT OF THE STATE OF NEW YORK OR DUTCHESS COUNTY, NEW YORK AND NEITHER THE STATE OF NEW YORK NOR DUTCHESS COUNTY, NEW YORK SHALL BE LIABLE HEREON.

The Issuer may deem and treat the person in whose name this Bond is registered as the absolute Owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment, including prepayment, of the principal of and interest on this Bond and for all other purposes. All such payments so made to the registered Owner 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. Notwithstanding anything to the contrary herein contained, "Holder" means, whenever used herein, the registered Owner of this Bond.

This Bond shall be transferable only upon the books of the Issuer at the office of the Bond Registrar by the Holder in person or by his attorney duly authorized in writing, upon surrender thereof together with (i) a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the Holder or such duly authorized attorney, (ii) the execution and delivery to the Bond Registrar by the Holder or his duly authorized attorney of instruments of assignment and transfer of the Mortgage to the transferee of the Bond, (iii) if requested by the Issuer or the Company, the delivery to the Issuer and the Company (at the sole expense of the Company) of an opinion of Bond Counsel (as defined in the Bond Purchase and Loan Agreement) that such transfer does not and will not require registration of the Bond under any securities laws, (iv) the delivery to the Issuer by the Holder of a certificate signed by the proposed transferee to the effect that such proposed transferee has been provided with all requested disclosure information by the Company and has affirmed the representations and covenants of Section 2.05 of the Bond Purchase and Loan Agreement, and (v) payment of all sums due the Holder under the Bond Documents. No such transfer of this Bond shall be valid unless made on such books and similarly noted by endorsement of the Holder on such Bond, or unless, at the expense of the Company, the Issuer shall execute and deliver a new Bond registered in the name of the transferee, together with the receipt by the Issuer of payment of any reasonable fees and expenses of the Issuer.

No covenant or agreement contained in this Bond, the Mortgage, the Assignment of Mortgage, the Assignment of Assignment of Leases and rents, the Tax Compliance Agreement, or the Bond Purchase and Loan Agreement shall be deemed to be the covenant or agreement of any member, officer, agent or employee of the Issuer in his individual capacity. No recourse shall be

had for the payment of the principal of or the interest on this Bond or for any claim based hereon or on the Bond Purchase and Loan Agreement, the Mortgage, the Assignment of Mortgage, the Assignment of Assignment of Leases and Rents or the Tax Compliance Agreement against any member, officer, agent or employee, past, present or future, of the Issuer, or of any successor corporation, as such, either directly or through the Issuer or any such successor corporation, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of such members, officers, agents, or employees being waived and released to the extent permitted by law as condition of, and as consideration for, the execution and delivery of this Bond, the Mortgage, the Assignment of Mortgage, the Assignment of Assignment of Leases and Rents, the Tax Compliance Agreement, and the Bond Purchase and Loan Agreement.

It is the intention of the Issuer and the Holder to conform strictly to the usury laws, whether state or federal, applicable to this Bond. All agreements between the Issuer and the Holder, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid to the Holder, or collected by the Holder, for the use, forbearance or detention of the money to be loaned hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein, or in any of the Bond Documents, exceed the maximum amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any provision hereof or of the Bond Documents, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if under any circumstances the Holder shall ever receive an amount deemed interest by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing hereunder or to other Indebtedness secured by the Bond Documents and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and such other Indebtedness, the excess shall be deemed to have been a payment made by mistake and shall be refunded to the Issuer or to any other person making such payment on the Issuer's behalf. All sums paid or agreed to be paid to the Holder hereof for the use, forbearance or detention of the Indebtedness of the Issuer evidenced hereby, outstanding from time to time shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, pro-rated, allocated and spread from the date of disbursement of the proceeds of this Bond until payment in full of the obligation evidenced hereby, and thereby so that the actual rate of interest on account of such Indebtedness is uniform throughout the term hereof and thereof.

This Bond may not be waived, changed, modified or discharged orally, but only by agreement in writing, signed by the party against whom any enforcement of any waiver, change, modification or discharge is sought. Modifications, amendments or alterations of the Bond Purchase and Loan Agreement or of any supplements thereto, may be made only to the extent and under the circumstances permitted by the Bond Purchase and Loan Agreement. It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance, execution and delivery of the Bond Purchase and Loan Agreement, the issuance of this Bond and the adoption of the Bond Resolution do exist, have happened and have been performed in due time, form and manner as required by law; and that the

issuance of this Bond together with all other obligations of the Issuer, does not exceed or violate any constitutional, statutory or corporate limitations.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION has caused this Bond to be executed in its name by the manual signature of its Chief Executive Officer.

**DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION**

By: _____

Name: [-----]

Title: [-----]

[Remainder of Page Intentionally Left Blank]

DRAFT

(Form of Assignment)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (please print or typewrite name and address of transferee) _____ the within bond and all rights and title 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: _____

In the presence of:

DRAFT

SCHEDULE A

AMORTIZATION SCHEDULE

Subject to revision

Capitalized terms have meanings set forth in Bond Purchase and Loan Agreement

Payment	Payment Date	Principal	Coupon	Interest	Total P+I
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DRAFT

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

FREEDOM OF INFORMATION LAW POLICY

In compliance with Article 6 of the New York State Public Officers Law the Board of Directors of the Dutchess County Local Development Corporation (“DCLDC”) adopts this Freedom of Information Law Policy.

RECORDS ACCESS OFFICER

The Compliance Officer is the Records Access Officer of the DCLDC pursuant to Article VI, Section 7 of the DCLDC’s By-Laws.

The Records Access Officer shall:

- a. Respond to all inquiries relating to the availability to the public of the DCLDC’s records pursuant to the Freedom of Information Law within a specified five days following receipt of request;
- b. Receive and process requests for access to records in the manner prescribed by law;
- c. Maintain a record of the final vote of each member in every DCLDC proceeding in which the member votes;
- d. Maintain a record setting forth the name, public office address, title and salary of every officer or employee of the DCLDC;
- e. Maintain a current list of records, indexed according to subject matter, for public inspection; and
- f. Otherwise ensure the DCLDC’s compliance with the Freedom of Information Law.

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SUBJECT MATTER LIST

As enumerated in the Freedom of Information Law, the Records Access Officer shall maintain and make available for public inspection and copying a current list, by subject matter, of all records in its possession. The subject matter list shall be updated annually.

FOIL REQUESTS

- a. The request shall be submitted to the Records Access Officer in writing at the following address:

Dutchess County Local Development Corporation
3 Neptune Road
Poughkeepsie, New York 12601

Requests **may** also be submitted by email to: info@thinkdutchess.com (subject line: FOIL Request). The DCLDC will respond to email requests by email unless the requester specifies otherwise.

- b. The request shall specify whether the petitioner wishes to see and read the requested item or receive a copy.
- c. **The** request shall be acknowledged within five (5) business days (Monday through Friday) of the date the request is received. The DCLDC shall, within that period, either: (i) make the requested record available; (ii) deny the request in writing, stating the reason(s); or (iii) acknowledge receipt in writing and provide a reasonable estimated date by which the request will be granted or denied. If the record cannot be provided within twenty (20) business days of the acknowledgment date, the DCLDC shall notify the requester in writing of the reason for the delay and provide a specific date by which the request will be fulfilled.
- d. The request shall be sufficiently detailed to identify the specific document requested.

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- e. The requesting individual should include the name, mailing address, or email address and telephone number with their request.
- f. If the Records Access Officer fails to respond within the timeframes set forth above, such failure shall be deemed a denial of the request, and the requester may file an appeal as provided in the Denial of Requests section below.

INSPECTING AND/OR COPYING RECORDS

If access to records is granted, records may be inspected by the public at the DCLDC Office in the presence of the Records Access Officer or his/her designee during regular hours of DCLDC office operation. If the original record includes information, details and/or particulars requiring deletion, the individual requesting shall only be permitted to inspect a copy of the record with deletions.

Copying of the record will be performed by the Records Access Officer upon payment of the fee established by the Board of Directors. No original record may be removed from the DCLDC Office or other location where the record is kept.

DENIAL OF REQUESTS

Should the Records Access Officer deny access, said denial may be appealed to the Records Appeal Officer by the individual requesting the record. The Records Appeal Officer shall be the Chief Executive Officer and Chair of the Board. The decision to deny access shall be in writing and state the reason therefor.

The individual requesting the record may appeal a denial including a constructive denial resulting from the DCLDC's failure to respond within the required timeframes within thirty (30) days of receipt of the written denial or the expiration of the applicable response period. The Records Appeal Officer shall respond to the appeal in writing within ten (10) business days of

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receipt, either granting access or providing a full explanation for further denial. Failure to respond within ten (10) business days shall be deemed a denial of the appeal.

Denial may also be based upon any other exemption set forth in Public Officers Law §87(2), including records whose disclosure would jeopardize the security of information technology systems (§87(2)(i)).

FEES

Fees will be charged in accordance with the Freedom of Information Law. The following fees shall specifically apply:

- a. The fee for a copy of a record which does not exceed either 9” in width or 14” in length shall be twenty-five cents (25¢) per page.
- b. The fee for photocopies of records in excess of 9 x 14 inches shall not exceed the actual cost of reproduction; or
- c. An agency has the authority to redact portions of a paper record and does so prior to disclosure of the record by making a photocopy from which the proper redactions are made.

The fee the DCLDC may charge for a copy of any other record is based on the actual cost of reproduction and may include the following:

- a. An amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee’s time is necessary to do so; and
- b. The actual cost of the storage devices or media provided to the person making the request in complying with such request; or

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- c. The actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.

PUBLIC NOTICE

The Records Access Officer shall conspicuously publish the following notice in the DCLDC office:

- a. The Records Access Officer's business address and business telephone number;
- b. The time and place records will be made available for inspection and copying;
- c. The right to appeal by any person denied access to records;
- d. The name, business address, and business telephone number of the Records Appeal's Officer.

FREEDOM OF INFORMATION LAW

Any details not specified in this policy should be located in the actual law, which may be found at <http://www.dos.ny.gov/coog/foil2.html>.

Adopted 04/15/2014
Amended & Readopted 1/19/2016
Amended 06/xx/2026