Document Type: **BUILDING LOAN AGREEMENT**

<table>
<thead>
<tr>
<th>Party 1</th>
<th>TOMPKINS COUNTY DEVELOPMENT CORPORATION</th>
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<td>Fees</td>
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<tr>
<td>Building Loan Filing Fee</td>
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<td>Total Fees Paid:</td>
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<th>Party 2</th>
<th>TOMPKINS TRUST COMPANY</th>
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<tbody>
<tr>
<td>Instrument #:</td>
<td>2016-14853</td>
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</tbody>
</table>

Property located in **Dryden**

State of New York
County of Tompkins

Filed on December 15th, 2016 at 11:59:01 AM with a total page count of **75**.

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

**Do Not Detach**
BOND PURCHASE AGREEMENT, LOAN AGREEMENT AND BUILDING LOAN CONTRACT

BY AND AMONG

TOMPKINS COUNTY DEVELOPMENT CORPORATION,

THE WILLIAM GEORGE AGENCY FOR CHILDREN'S SERVICES, INC

AND

TOMPKINS TRUST COMPANY

DATED AS OF DECEMBER 1, 2016

Relating To:

$3,000,000

Aggregate Principal Amount

Tompkins County Development Corporation
Tax-Exempt Revenue Bonds
(The William George Agency For Children's Services, Inc. Project), Series 2016

THIS INSTRUMENT IS TO BE FILED AS A BUILDING LOAN CONTRACT
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BOND PURCHASE AGREEMENT, LOAN AGREEMENT AND BUILDING LOAN CONTRACT

THIS BOND PURCHASE AGREEMENT, LOAN AGREEMENT AND BUILDING LOAN CONTRACT (the "Bond Purchase Agreement"), dated as of December 1, 2016, is by and among (i) TOMPKINS COUNTY 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 401 East State Street, Suite 402B, Ithaca, New York 14850 (the "Issuer"), (ii) THE WILLIAM GEORGE AGENCY FOR CHILDREN'S SERVICES, INC., a not-for-profit and 501(c)(3) corporation organized, existing and in good standing under the laws of the State of New York having an office at 380 Freeville Road, Freeville, New York 13068 (the "Company"), and (iii) TOMPKINS TRUST COMPANY, a banking corporation organized and existing under the laws of the State of New York, having an office at 110 North Tioga Street, Ithaca, New York 14850 (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 "Certificate"), 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 9, 2016 (the "Bond Resolution"), the Issuer determined to issue its up to $3,100,000 aggregate principal amount Tax Exempt Revenue Bond (The William George Agency For Children's Services, Inc. Project), Series 2016 (the "Bond" or the "Bonds") for the benefit of The William George Agency For Children's Services, Inc. (the "Company"), for the purpose of assisting in financing a certain project (the "Project") consisting of: (A) the financing of certain improvements to be located on the Institution's campus located at 380 Freeville Road, Freeville, New York (the "Campus"), consisting of (i) the construction of an approximately 15,000 square-foot 24-bed residence hall for the purpose of providing increased therapeutic, clinical and medical treatment services and care for at-risk youth (the "Improvements"), and (ii) the acquisition of and installation in and
around the Improvements of certain machinery, equipment and other items of tangible personal property (the "Equipment", and together with the Improvements, the "Facility"); and (B) the paying of all or a portion of the costs incidental to the issuance of the Bonds, including issuance costs of the Bonds, capitalized interest and any reserve funds as may be necessary to secure the Bonds (the costs associated with items (A) through (B) above being hereinafter collectively referred to as the "Project Costs"); and

WHEREAS, as security for the Bonds, (i) the Company has granted to the Bank and the Issuer, a first priority mortgage lien on and security interest in the Facility pursuant to a certain Mortgage and Security Agreement, dated as of December 1, 2016, from the Company to the Bank and the Issuer (the "Mortgage"); and (ii) the Issuer has assigned all of its rights and interest in and to the Mortgage (except Unassigned Rights) to the Bank pursuant to a certain Assignment of Mortgage, dated as of December 1, 2016, from the Issuer to the Bank (the "Assignment of Mortgage"); and

WHEREAS, the execution and delivery of this Bond Purchase 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 hereof, has agreed to purchase the Bonds in the aggregate principal amount of $3,000,000 and to make the proceeds thereof available to the Company for the purpose of assisting in the financing of the Project and deliver such Bonds, all on the terms of this Bond Purchase Agreement; and

WHEREAS, the Bonds shall be substantially in the form attached hereto as Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Bank and the Issuer have agreed that the Bank shall make all advances hereunder to the Company or its order, as agent of the Issuer, on the terms set forth in Article IV hereof;

NOW, THEREFORE, the parties agree as follows:
ARTICLE I

DEFINITIONS

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

"Accountant" means a firm of independent certified public accountants of recognized standing, selected by the Company and acceptable to the Bank.

"Act" means Section 1411 of the Not-For-Profit Corporation Law of the State of New York.

"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 Internal Revenue Code of 1986, as amended, and in any similar state statute with respect to state income or franchise tax.

"Architect" means, collectively, the architect or architects or architectural firm or firms retained by the Company for the architectural design of the Project.

"Architect's Contract" means, collectively, the contracts, if any, between the Company and the Architect relating to the architectural design of the Project, or any part thereof, together with all amendments, modifications and supplements thereto.

"Assignment of Mortgage" means the Assignment of Mortgage, dated as of December 1, 2016, from the Issuer to the Bank.

"Authorized Investment" 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 Chair, the Secretary or the Administrative Director of the Issuer; in the case of the Company, its Managing Director and, in the case of both, 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, Secretary or the Administrative Director of the Issuer, or (ii) the Company by its President, Chairman, Managing Director or Chief Financial Officer.

"Bank" means (i) Tompkins Trust Company, a banking corporation organized and 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.

"Bond" or "Bonds" means the $3,000,000 Tompkins County Development Corporation Tax-Exempt Revenue Bond (The William George Agency For Children's Services, Inc. Project), Series 2016.

"Bond Counsel" means the law firm of Harris Beach PLLC or an attorney or firm of attorneys 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 Agreement, the Bonds, the Mortgage, the Assignment of Mortgage, the Tax Compliance Agreement 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.

"Bond Payment Date" means each date on which interest or principal or any combination of the foregoing shall be payable on the Bonds according to its terms so long as the Bonds shall be outstanding.

"Bond Proceeds" means the sum of the face amount of the Bonds plus accrued interest, if any, less the sum of the original issue discount plus the underwriter's or similar discount, if any.

"Bond Purchase Agreement" means this Bond Purchase Agreement, Loan Agreement and Building Loan Contract, dated as of December 1, 2016, 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 Resolution" means the resolution adopted by the Issuer on June 9, 2016, 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 December 15, 2016.
"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.

"Commitment" means that commitment letter from the Bank to the Company, dated July 20, 2016, and all extensions thereof.

"Company" means The William George Agency For Children's Services, Inc., a not-for-profit corporation exempt from taxation under Section 501(c)(3) of the Code, organized, existing and in good standing under the laws of the State of New York.

"Company Documents" means this Bond Purchase Agreement, the Mortgage, and the Tax Compliance Agreement, each as may be amended, restated, supplemented or otherwise modified, from time to time.

"Completion Date" means the date of completion of the Project.

"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.

"Construction Contract" means collectively, the contracts, if any, by and between the Company and the Contractor relating to the construction or reconstruction of any of the Project, together with all amendments, modifications and supplements thereto.

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of construction of the Project, or (ii) the Closing Date and (b) ending on the Completion Date.

"Contractor" means, collectively, the general contractors retained or to be retained by the Company for the purposes of constructing the Project or any part thereof.

"Debt Service Payment" means, with respect to any Bond Payment Date, (i) the interest payable on such Bond Payment Date on the Bonds, plus (ii) the principal, if any, payable on such Bond Payment Date on the Bonds.

"Default Interest Rate" means a rate of interest three percentage points higher than the interest rate on the Bonds then in effect.

"Disbursing Agent" means the Bank.

"Enabling Act" means the Act.

"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" means all materials, machinery, equipment, fixtures or furnishings or other items of tangible personal property, intended to be acquired, installed or refinanced with the Bond Proceeds and such substitutions and replacements therefor as may be made from time to time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as the same may, from time to time, be amended or supplemented, and all regulations thereunder.

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

"Event of Taxability" means (A) the enactment of a statute or promulgation of a regulation eliminating, in whole or in part, the applicable exemption, as such exists on the Closing Date, from gross income for federal income tax purposes for interest payable under the Bonds, (B) a "final determination by decision or ruling by a duly constituted administrative authority" to the effect that such exemption for interest payable under the Bonds is not available, is no longer available or is contrary to law, (C) the expiration of the right to further administrative review of any determination, decision or ruling to the effect that such exemption for interest payable under the Bonds is not available, is no longer available or is contrary to law, or (D) receipt by the Holder of a written opinion of Bond Counsel that there is no longer a basis for the Holder (or any former Holder) to claim that any interest paid and payable on the Bonds is excluded from gross income for federal income tax purposes.

For the purposes of item (B) above, a "final determination by decision or ruling by a duly constituted administrative authority" shall mean (1) the issuance of a ruling (including, but not limited to, a revenue ruling or a letter ruling by the Internal Revenue Service ("IRS")) or any successor thereto, or (2) the issuance of a preliminary notice of proposed deficiency ("30-Day Letter"), a statutory notice of deficiency ("90-Day Letter"), or other written order or directive of similar force and effect by the IRS, or any other United States Governmental Agency having jurisdiction therein.

Nothing in this definition of "Event of Taxability" shall be construed to mean that the Bondholder 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 branch profits tax on any Bondholder, in the calculation of which is included the interest on the Bonds, be considered an Event of Taxability.

"Facility" shall have the meaning assigned to such term in the third (3rd) WHEREAS paragraph of this Bond Purchase 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.

"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 construction, equipping, ownership, leasing, operation and/or maintenance of the Facility.


"Holder" means the Bank.

"Improvements" shall have the meaning assigned to such term in the third (3rd) WHEREAS paragraph of this Bond Purchase Agreement.

"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.

"Inspecting Architect" means, if required by the Bank, an independent architect or independent architectural firm selected by the Company reasonably acceptable to the Bank, which is registered and qualified to practice the profession of architecture under the laws of the State and is not a full time employee of the Issuer or the Company.

"Inspecting Engineer" means, if required by the Bank, an independent engineer or independent engineering firm selected by the Company and reasonably acceptable to the Bank, which is registered and qualified to practice the profession of engineering under the laws of the State and is not a full time employee of the Issuer or the Company.

"Issuer" means (i) Tompkins County 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 Tompkins County Development Corporation or its successors or assigns may be a party.

"Issuer Documents" means the Bonds, this Bond Purchase Agreement, the Mortgage, the Assignment of Mortgage and the Tax Compliance Agreement.
"Land" means those parcels of land located in Tompkins County, New York which are the site of the Facility, which Land is more particularly described in Schedule A attached hereto.

"Lien" 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.

"Lien Law" means the New York State Lien Law.

"Maturity Date" means July 1, 2042.

"Mortgage" means the Mortgage and Security Agreement, dated as of December 1, 2016, from the Company to the Bank and the Issuer.

"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 attorney's fees, and taxes incurred in obtaining such gross proceeds.

"Permitted Encumbrances" means (i) Liens, if any, on the Land and the Facility described in the Title Insurance Commitment, (ii) this Bond Purchase Agreement, (iii) the Mortgage, (iv) 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, (v) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens to the extent permitted by Section 4.28(b) hereof, (vi) taxes, assessments and other charges to the extent permitted by Section 4.09 hereof, (vii) Liens for taxes at the time not delinquent, (viii) purchase money mortgages, liens or encumbrances on existing or newly acquired equipment, (subject to the terms and conditions of the Bond Documents), and (ix) any Liens consented to by the Bank in writing.

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

"Plan" means any plan defined in Section 4021(a) of ERISA in respect of which the Company, a Guarantor or any Subsidiary of the Company or a Guarantor is an "employer" or a "substantial employer" as defined in Sections 3(5) and 4001(a)(2) of ERISA, respectively.

"Plans and Specifications" means the plans and specifications for the Facility, prepared for the Company, as revised from time to time.
"Project" shall have the meaning assigned to such term in the third (3rd) WHEREAS paragraph of this Bond Purchase Agreement.

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

"Reportable Event" means any reportable event as that term is defined in ERISA.

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

"Taxable Rate" means a rate equal to 147% of the tax-exempt interest rate on the Bonds in effect from time-to-time.

"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 an Event of Taxability, interest on the Bonds is includable in the gross income of the recipient thereof for Federal income tax purposes.

"Title Insurance Commitment" means the Stewart Title Insurance Company Commitment for Title Insurance dated December 15, 2016.

"Unassigned Rights" means (i) the rights of the Issuer under Sections 4.15, 4.16, 4.17, 4.19, 4.20, 4.24, 4.29, and 7.10 hereunder; (ii) the monies due and to become due to the Issuer for its own account or the members, officers, agents (other than the Company) and employees of the Issuer for their own account; and (iii) the right to enforce the foregoing.

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 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 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 Agreement.
(e) The use of the neuter gender shall include the masculine and feminine genders as well.
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 Agreement, to secure the Bonds in the manner provided in this Bond Purchase 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 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 or 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 the 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 any revenues derived or to be derived from the Bonds;

(e) The Issuer will not take any action impairing any authority, right or benefit given or conferred by the Bonds Resolution, this Bond Purchase 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, but solely to the extent provided in Section 7.10 hereof; and

(g) The Issuer will execute, acknowledge, when appropriate, and deliver from time to time at the request of the Bank such instruments and documents as in the opinion of the Bank are necessary or desirable to carry out the intent and purpose of the Bond Documents.

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 exempt from taxation under Section 501(c)(3) of the Code, duly organized, validly existing and in good standing under the laws of the State of New York, and has the full power and authority to enter into each of the Company Documents and to carry out its obligations thereunder and by proper corporate action has been duly authorized to execute, deliver and perform its obligations under this Bond Purchase Agreement.

(b) The financial statements, if any, provided directly to the Bank 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 in conformity with generally accepted accounting principles, consistently applied.

(c) Neither the Company nor 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 except for offers made to any Accredited Investors, as such term is defined in Rule 501(a) as promulgated under the Securities Act of 1933, as amended.

(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. 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 or agency required in connection with the execution and performance thereof by the Company, except, however, the approval obtained by the Company from the State of New York Supreme Court authorizing the transfer of all or substantially all of its assets.

(e) There has been no material adverse change in the business, properties or financial condition of the Company from that shown on the financial statements submitted 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.

(g) The Company is presently not in default in a material respect under any indenture, mortgage, deed of trust, bank loan or credit agreement to which the Company is a party in any respect that is material in light of the financial condition of the Company 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 Article IV of this Bond Purchase Agreement.

(i) All authorizations, certificates and permits necessary for the Project in accordance with applicable building codes and Environmental Laws 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 Agreement or the transactions contemplated hereby.

(j) The Company has or will have good fee simple title to the Facility free and clear of all liens, pledges, mortgages, security interests, charges, claims and other encumbrances, except the Permitted Encumbrances. The Company has good title to the pledged collateral, free and clear of all liens, pledges, mortgages, security interests, charges, claims and other encumbrances, except the Permitted Encumbrances. The Bond Documents create or will create a valid and prior lien or security interest in favor of the Bank in the pledged collateral, subject to no other liens or encumbrances arising by, through or under the Company or any other person, except for the Permitted Encumbrances.
(k) The Company has good and marketable fee title to, or a valid leasehold interest in its real properties in accordance with the laws of the jurisdiction where located, and good and marketable title to substantially all its other property and assets, subject, however, in the case of real property, to title defects and restrictions which do not materially interfere with the operations conducted thereon by the Company. Except for liens in favor of the Bank or the Issuer and except for Permitted Encumbrances, the real property and all other property and assets of the Company are free from any liens or encumbrances of any kind. Each lease to which the Company is a party is in full force and effect, no material default 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.

(l) No Reportable Event or Prohibited Transaction (as defined in Section 4975 of the Code) has occurred and is continuing with respect to any Plan and the Company has not incurred any "accumulated funding deficiency" as such term is defined in Section 302 of ERISA.

(m) 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 prior to the date hereof.

(n) The Company does not have outstanding on the date hereof any 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.

(o) The Company has no subsidiaries.

(p) The Company has no knowledge of any pending assessments or adjustments of its income tax for any year and all taxes due have been paid, except as have been disclosed in writing to the Bank. All assessed deficiencies, if any, resulting from Internal Revenue Service examinations of the Federal income tax returns of the Company have been discharged or reserved against. The Company has filed or caused to be filed all Federal, state and local tax returns which are required to be filed, and has paid or have caused to be paid all taxes as shown on said returns or on any assessment received by them, to the extent that such taxes have become due, except any such taxes that are immaterial in amount or are being contested in good faith with appropriate reserves set aside therefor.
Section 2.04. Covenants of the Company.

(a) The Company covenants and agrees with the Issuer and the Bank that the Company will undertake the Project in accordance with the Plans and Specifications; any amendments or revisions to the Plans and Specifications shall be subject to the prior written approval of the Bank, which approval may not unreasonably be withheld or delayed, but may be subject to such conditions as the Bank may deem appropriate.

(b) The Company agrees to provide or cause to be provided insurance or evidence of insurance as required by Article IV hereof. The original policies of insurance or certificates thereof shall be deposited with the Bank.

(d) The Bank and its agents shall, at all times during the acquisition, construction and equipping of the Facility, have the right of entry and free access to the Facility, upon reasonable notice to the Company, to inspect all work done, labor performed and materials furnished in and about the Facility, and to inspect all books and records of the Company kept in connection therewith; provided the exercise of such rights shall be during business hours at times reasonably convenient to the Company and the Bank and shall not interfere in a material way with the acquisition, construction and equipping or related work on the Facility.

(e) The Company shall also furnish to the Bank:

(i) Consolidated balance sheets, income statements, and statements of cash flow of at least "audited" quality (within the meaning ascribed to such term by the American Institute of Certified Public Accounts) not more than one hundred and twenty (120) days after the end of each of the Company’s fiscal years. Such statements shall be prepared by an independent certified public accountant reasonably acceptable to the Bank, be in detail reasonably satisfactory to the Bank, and shall be prepared in accordance with generally accepted accounting principles consistently applied. Such financing statements shall also be certified to be true and correct by the chief executive and chief financial officers of the Company;

(ii) Promptly, upon sending or receipt, copies of any management letters and correspondence relating to management letters, sent or received by the Company to or from the Company's auditor. If no management letter is prepared, the Bank may, in its discretion, request a letter from such auditor stating that no deficiencies were noted that would otherwise be addressed in a management letter;

(iii) Copies of the federal tax return of the Company, if any, within 15 days of filing, but in no event later than June 1 of each year, and, if requested by the Bank, copies of any extensions of the filing date; and

(iv) Promptly upon the Bank's request, such other books, records, statements, lists of property and accounts, budgets, forecasts or reports as to the Company as the Bank may 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 the Bonds, and each of the Bond Documents, and such documents contain the terms agreed to by the Bank.

(c) The Bank 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. 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 Agreement and the other security given for the payment of the Bonds, (ii) the Issuer has no power of taxation, and (iii) 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 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 Agreement.
ARTICLE III

CLOSING AND PURCHASE AND SALE OF BONDS

Section 3.01. Closing Date; Loan of Bond Proceeds. On December 15, 2016, 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, on a draw-down basis, the proceeds of the Bonds in the aggregate principal amount of $3,000,000, (i) upon receipt of the Bonds in such principal amounts and (ii) subject to the terms and conditions of this Bond Purchase Agreement.

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 principal amount of the Bonds advanced and all other amounts due hereunder in accordance with the terms of this Bond Purchase Agreement and the Bonds.

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

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

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

(i) the valid corporate existence of the Issuer;

(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

(iii) no litigation materially affecting the business, operations, properties, assets or business prospects of the Issuer or the Company; and no required consents and no defaults by the Issuer or the Company.

(c) A certified copy of the Bond Resolution and proof of due corporate action by the Issuer.

(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
Company Documents, the absence of material litigation involving the Company or the Facility and such other matters as the Bank, its counsel or Bond Counsel may reasonably request.

(f) An opinion of Harris Beach 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) Binders for insurance providing coverage required by Article IV hereof.

(h) A complete detailed estimate of all direct and indirect costs associated with the Project and evidence satisfactory to the Bank that the available Bond Proceeds and other funds available to the Company are sufficient to pay said costs.

(i) Intentionally Omitted.

(j) Evidence satisfactory to the Bank and its counsel as to (i) the methods of access to and egress from the Facility, and nearby or adjoining public ways, meeting the reasonable requirements of property of the type contemplated to be completed and the status of completion of any required improvements to such access; (ii) the availability of storm and sanitary sewer facilities meeting the reasonable requirements of the Facility; (iii) the availability of all other required utilities, in location and capacity sufficient to meet the reasonable needs of the Facility; and (iv) the securing of all governmental approvals from each applicable governmental authority which are required under applicable requirements for the construction, reconstruction and equipping of the Facility, together with copies of all such governmental approvals.

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

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 B attached hereto.

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

(c) The Bonds shall be transferable only on the books of the Issuer, upon surrender thereof at the main office of the Bank, 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 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 (i) such security or indemnity as may be required by it to save the Issuer and its 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 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 security or indemnity as it may require to save the Issuer and its 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.

Section 3.05. Commitment. The parties agree that the terms and conditions of the Commitment are incorporated herein and the terms and conditions of the Commitment shall survive the making of the loan and purchase of the Bonds. In the event of any variation between the provisions of this Bond Purchase Agreement and the Commitment with respect to the making of the loan and the purchase of the Bonds, the provisions hereof shall govern.
ARTICLE IV - THE DISBURSING AGENT; BOND PROCEEDS AND APPLICATION THEREOF; OTHER OBLIGATIONS OF COMPANY; INSURANCE PROVISIONS

Section 4.01. Appointment of Disbursing Agent and Acceptance of Duties. (a) The Bank is hereby appointed as Disbursing Agent. The Disbursing Agent shall signify its acceptance of the duties and obligations of the Disbursing Agent, subject to the terms and conditions set forth in subsection (b) of this Section, by executing this Bond Purchase Agreement.

(b) The acceptance by the Disbursing Agent of the duties imposed upon it by this Article and its agreement to perform said duties is subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Article against the Disbursing Agent:

(i) The Disbursing Agent undertakes to perform such duties and only such duties as are specifically set forth in this Article.

(ii) The Disbursing Agent may execute any of the powers conferred upon it in this Article and perform any of its duties hereunder by or through attorneys, agents or employees and may in all cases pay such reasonable compensation to all such attorneys and agents as may reasonably be employed in connection herewith.

(iii) The Disbursing Agent shall be protected in acting in good faith upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and to have been signed or sent by the proper Person or Persons.

(iv) The permissive right of the Disbursing Agent to do things enumerated in this Article shall not be construed as a duty and the Disbursing Agent shall not be answerable for other than its gross negligence or willful misconduct.

(v) For so long as the Bank is both Holder and Disbursing Agent, the Disbursing Agent shall be deemed to have notice of any Event of Default of which the Holder has notice.

(vi) All monies received by the Disbursing Agent shall be held in the funds herein provided for the purpose for which they were received, but need not be segregated from other monies held by the Disbursing Agent except to the extent required by this Article or by law. The Disbursing Agent shall not be liable for interest on any monies received hereunder.

(vii) The Disbursing Agent shall not be required to give any bond or surety in respect of the execution of the duties and powers intended to be conferred upon it in this Article or otherwise in respect of the Facility.

(viii) The Disbursing Agent shall not make any assignment or transfer of the interests granted to the Disbursing Agent under this Article, except as specifically provided for herein.
(c) In consideration of the acceptance by the Disbursing Agent of its duties hereunder, the Company hereby agrees to indemnify and hold harmless the Disbursing Agent against all claims, actions, suits, proceedings, costs, expenses, (including reasonable attorneys' fees) losses, damages and liabilities of any kind, including, in tort, penalties and interest, which the Disbursing Agent may incur in any manner other than the gross negligence or willful misconduct of the Disbursing Agent by reason of any matter existing, directly or indirectly, hereto or to the performing of the Disbursing Agent's obligations hereunder, and such indemnity and hold harmless provisions shall survive this Bond Purchase Agreement and the payment of all obligations to the Holder evidenced by the Bonds.

(d) In consideration of the acceptance by the Disbursing Agent of its duties hereunder, the Company hereby agrees that it shall pay or reimburse the Disbursing Agent for reasonable expenses incurred by the Disbursing Agent in connection with its services hereunder as agreed in the Commitment Letter.

Section 4.02. Merger or Consolidation of Disbursing Agent. Any corporation or association into which the Disbursing Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Disbursing Agent hereunder and shall be vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto.

Section 4.03. Resignation by the Disbursing Agent. The Disbursing Agent and any successor Disbursing Agent may, at any time, resign as Disbursing Agent and be discharged of its duties and obligations under this Article by giving not less than sixty (60) days written notice to the Company, who shall designate a successor Disbursing Agent within fifteen (15) days of receipt of such notice; provided, however, that in no event shall such a resignation take effect until a successor Disbursing Agent has been appointed. Any successor Disbursing Agent appointed hereunder shall be a banking association, trust company or bank which is authorized to undertake the duties and to exercise the rights and powers intended to be conferred upon it by this Article.

Section 4.04. Disbursement of Bond Proceeds. At the option of the Bank, a special fund entitled "Tompkins County Development Corporation New Building Account – The William George Agency For Children's Services, Inc. Project" (the "Project Fund") shall be created with the Bank and shall be held, maintained and administered by the Bank on behalf of the Issuer in accordance with the terms of this Article IV. The Bank shall deposit in the Project Fund, the proceeds of the Bonds on a draw-down basis as requested by the Company in accordance with Section 4.05 of this Bond Purchase Agreement.

(b) So long as no Event of Default exists hereunder, the Issuer hereby authorizes the Bank to disburse monies in the Project Fund on its behalf solely for the purposes set forth in Section 4.05 hereof.
(c) The Company agrees to use Bond Proceeds (i) only as provided in Section 4.05 hereof and (ii) in accordance with its covenants respecting the use of the Bond Proceeds contained in the Tax Compliance Agreement.

(d) A disbursement hereunder shall not be deemed to be an approval by the Bank of any work or labor performed with respect to the Facility, or approval or acceptance by Bank as to the fitness of such work or materials.

Section 4.05. Use of Monies in the Project Fund.

(a) Subject to compliance by the Issuer and the Company with the terms and conditions of this Bond Purchase Agreement, including without limitation, Sections 4.06, 4.07, 4.08 and 4.09 hereof, the Bank shall deposit Bond proceeds into the Project Fund on a drawdown basis as requested by the Company which deposits shall be advanced by the Bank, as Disbursing Agent for the purpose of acquiring, constructing and equipping the Facility or reimbursement to the Company for expenditures incurred for such costs, subject to and in compliance with the Tax Compliance Agreement. Bond Proceeds drawn down for deposit into the Project Fund and advanced to pay for the Project Costs shall be advanced to the Company or the Company's designee upon the Bank being furnished with:

(1) A written requisition therefor in form and substance substantially the same as Exhibit C attached hereto received by the Bank at least three (3) days prior to the date the disbursement is sought, but in no event more frequently than once every thirty (30) days (provided, however, that the Bank on the Closing Date may advance Bond Proceeds for disbursements, based on any requisition received on or before the Closing Date and otherwise complying with this Section 4.05), certified to by the Authorized Representative of the Company in form and substance satisfactory to the Bank, stating:
   (A) the name of the Person to whom payment is to be made; (B) the amount of the payment; (C) that the disbursement is for a proper expenditure of Bond Proceeds; (D) the classification and the nature and purpose of the expenditure; (E) that there are no vendor's, mechanic's, or other liens, bailment leases, conditional sale contracts, security interests or laborer's liens which should be satisfied or discharged before the payments as requisitioned are made or which will not be discharged by such payment; (F) that none of the items for which the requisition is made has been the basis for any prior disbursement of Bond Proceeds; (G) that all Persons furnishing materials to, or performing work on, the Facility have been paid or will be fully paid to date from the proceeds of the requisition; and (H) that the undisbursed Bond Proceeds are sufficient to complete the acquisition, construction and equipping of the Facility in accordance with the Plans and Specifications;

(2) For construction items, at the request of the Bank on reasonable notice, a certificate of payment of the Inspecting Architect or Inspecting Engineer on the Company's requisition and on AIA Documents G-701 and G-703 certifying: (A) the Inspecting Architect's or Inspecting Engineer's approval of the requisition; (B) that the obligation was properly incurred; (C) that the amount requisitioned has been paid or is
due and unpaid and shall be paid from the amount of monies requisitioned; (D) the value of the work, labor and services and of materials, supplies and equipment being paid from such requisition; (E) the value of the completed portion of the Facility; (F) that insofar as the payment is to be made for the work, materials, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed in the Facility or have been delivered either at the Facility or at a proper place for fabrication and are covered by adequate insurance insuring the Bank as secured party; and (G) that all work, materials, supplies and equipment for which payment is to be made are in accordance with the Plans and Specifications;

(3) For non-construction items, copies of all invoices, bills, receipts and other information relating to the amount being requisitioned and substantiating the actual incurrence by the Company of said items;

(4) For the final draw only, lien waivers signed by all contractors who enter into construction contracts with the Company for all work done and materials supplied that were included in the preceding requisition;

(5) A certificate executed by an Authorized Representative of the Company stating that the representations, covenants and warranties of the Company in the Bond Documents are true on the date of such disbursement and that no Event of Default has occurred and is continuing as of such date; and

(6) Such other or further documents, data or information as the Bank shall reasonably request.

(b) The Bank shall not be obligated to make any advances of monies from the Project Fund hereunder unless the Bank is satisfied in its sole discretion that the conditions precedent to the making of such advance have been satisfied by the Company. Further, and notwithstanding anything in subsection (a) of this Section 4.05 to the contrary, the Bank may in its sole discretion withhold any disbursement of monies from the Project Fund pursuant to a requisition for construction items, if, within the ten (10) day period following the Bank's receipt of the documentation required by such subsection (a), the Bank causes its duly authorized representative, employee or agent to conduct an inspection of the applicable portion of the Facility and, based upon such inspection, the Bank determines that the construction items in such requisition are not properly payable. In addition, the Company authorizes the Bank, at the Bank's discretion, to engage at the Company's expense, an Inspecting Architect or Inspecting Engineer to review on behalf of the Bank the Plans and Specifications, all permits and approvals, and to conduct on-site inspections on behalf of the Bank in order to determine whether construction of such portion of the Facility has been in accordance with the Plans and Specifications, whether the necessary percentage or work has been completed in order to justify the advance requested, to review the progress, quality and completion of the construction of such portion of the Facility, to approve all requests for payment, to determine whether other work shall be deemed necessary and/or appropriate in order to complete the construction of such portion of the Facility in accordance with the Plans and Specifications and to determine the
amount of time from the date of inspection which will be required to complete construction of such portion of the Facility in accordance with the Plans and Specifications.

(c) The final disbursement of monies from the Project Fund shall not be paid to the Company until the Bank has received the following, in addition to the other items described above:

1. Evidence satisfactory to the Bank that the Facility is in compliance with all applicable zoning ordinances, laws, regulations and building codes of the governmental authorities having jurisdiction over the Facility, which evidence shall include a final unconditional certificate of occupancy for the Facility and such other permits and approvals as may be required by any governmental authority for the use and occupancy of the Facility;

2. At the request of the Bank, a "Certificate of Substantial Completion" signed by the Architect and the Inspecting Architect or the Inspecting Engineer, the Contractor and the Company;

3. Such waivers of Lien and other documents as may be required to insure that there are no mechanics' or materialmen's liens for labor furnished or materials supplied in connection with the construction, reconstruction and equipping of the Facility; and

4. A certificate of completion, as set forth below.

The Company shall proceed with due diligence to complete the acquisition, construction and equipping of the Facility and shall complete such acquisition, construction and equipping on or before to December 31, 2017 (except for certain items of construction itemized by the Company prior to such date and approved by the Bank in writing). At the request of the Bank, completion of the Facility shall be evidenced by one or more certificates signed by an Authorized Representative of the Company and an Inspecting Engineer or Inspecting Architect stating that (A) the acquisition, construction and equipping of the Facility has been completed in accordance with the Plans and Specifications therefor and (B) the payment of all labor, services, materials and supplies used in such acquisition, construction and equipping has been made or provided for. Additionally, the Company shall provide to the Bank copies of the permanent Certificates of Occupancy issued by the appropriate authorities with respect to the Facility.

Section 4.06. Compliance with Section 13 of the Lien Law. The Company and the Issuer covenant and agree that the Company shall receive the advances to be made hereunder to pay the Project Costs and will hold the same, together with the right to receive such advances, as a trust fund to be applied first for the purposes of paying the "cost of the improvements" (as such term is defined in the Lien Law), and the Company will apply the same first to the payment of the cost of the improvements before using any part thereof for any other purpose. A true statement verified by an Authorized Representative of the Company as required by Section 22 of the Lien Law is attached hereto as Exhibit A and made a part hereof. If so indicated in such affidavit, a portion of the Bond Proceeds will be used for reimbursement for payments made
prior to the date of the first advance hereunder, for items constituting a portion of the "cost of the improvements", as defined in the Lien Law.

Section 4.07. Deficiency. The Bank shall not be obligated to make any advance of monies from the Project Fund to the Company if, in the sole opinion of the Bank, the balance of the monies on deposit in the Project Fund is at any time less (the amount by which it is less being hereinafter referred to as the "Deficiency") than the actual sum, as estimated by the Bank and, if requested by the Bank, the Inspecting Architect and Inspecting Engineer, which will be required to complete the Project in accordance with the Plans and Specifications and this Bond Purchase Agreement, and to pay all other costs and expenses of any nature whatsoever which will be incurred in connection with the completion of the Facility. The Company shall, within fifteen (15) days after being notified by the Bank that there is or will be a Deficiency, either (and the failure of the Company to timely do either of the following shall, at the Bank's option, be an Event of Default): (i) invest in the Facility in a manner satisfactory to the Bank an amount equal to the Deficiency and deliver to the Bank evidence satisfactory to the Bank of such investment, which investment shall remain invested in the Facility until the Bonds, plus interest, and all other sums which may or shall become due under the Bonds or the other Bond Documents (hereinafter referred to as the "Debt") have been paid in full, or (ii) deposit into the Project Fund an amount equal to the Deficiency. Any amounts deposited by the Company into the Project Fund shall be advanced by the Bank in accordance with this Article IV. If an Event of Default shall occur and be continuing, the Bank, in addition to all other rights which it has hereunder and under the other Bond Documents, shall have the unconditional right, at its option, to apply, in whole or in part, any amounts deposited by the Company into either Project Fund with respect to the Deficiency, to the payment of the Debt in such order and priority as the Bank shall deem appropriate.

Section 4.08. Installation of Additional Equipment. The Company from time to time may install any machinery, equipment and other personal property not constituting part of the Facility on or in the Facility (which may be attached or affixed to the Facility) as it may deem desirable. The Company from time to time may remove or permit the removal of such machinery, equipment and other personal property from the Facility and may create or permit to be created any Lien on such machinery, equipment or other personal property; provided that any such removal of such machinery, equipment or other personal property shall not impair the overall operating efficiency of the Facility for the purpose for which it is intended; and provided further that if any damage is occasioned to the Facility by such removal, the Company shall at its own expense promptly repair such damages. The Issuer shall not be responsible for any loss or damage to any property installed pursuant to this Section 4.08.

Section 4.09. 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 Issuer 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 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 contest any such taxes, assessments and other charges (if any). In the event of any such contest, the Company may permit the taxes, assessments and other charges so contested, to remain unpaid during the period of such contest and any appeal therefrom, unless the Issuer or its 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 satisfactory to the Issuer.

Section 4.10. Reserved.

Section 4.11. Disbursement of Balance in Project Fund Upon Completion of Project or in Event of Default. Upon (i) completion of the Project or (ii) the occurrence and continuance of any Event of Default hereunder, any balance remaining in the Project Fund, if any, except for amounts retained for the payment of incurred but unpaid items of the Project Costs, shall be applied by the Bank as follows:

(a) Unless an Event of Default shall have occurred hereunder and the Bank shall have heretofore declared the outstanding principal of the Bonds to be due and payable in accordance with Section 6.02 hereof, the balance in the Project Fund, including any income earned on the investment of monies in the Project Fund pursuant to Section 4.12 hereof, shall be applied to prepay the Bonds as provided in Section 5.02 hereof.

(b) If an Event of Default shall have occurred and the outstanding principal amount of the Bonds shall have been declared due and payable, the entire balance remaining in the Project Fund, including any income earned on the investment of monies in the Project Fund pursuant to Section 4.12 hereof, shall be applied to the payment of the outstanding principal of and interest on the Bonds.

Section 4.12. Investment of Monies. (a) Monies held in the Project Fund established pursuant to Section 4.04 hereof shall be invested and reinvested by the Bank in Authorized Investments in compliance with the Tax Compliance Agreement. In making any such investment the Bank may rely conclusively on the written directions of the Company delivered to it pursuant to this Section 4.12 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 4.12 or for any loss arising from any such investment.

Section 4.13. Express Promise to Improve Real Property. The Company hereby expressly promises and agrees to complete the Project in accordance with the Plans and Specifications.

Section 4.14. 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 businesses of like size and type, and as required by the Bank, 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 businesses 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 then outstanding. During the period of construction of any portion of the Facility, such policy with respect to such Facility shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) Workers' Compensation 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.

(c) 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 on account of personal injury including death resulting therefrom, and $3,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable worker's compensation law.

(d) 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 Land located at the site of such 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.
Section 4.15. Additional Provisions Respecting Insurance. All insurance required by Section 4.14 hereof shall be procured and maintained with financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State and acceptable to the Bank. 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 by subsections (b) and (c) of 4.14 hereof shall name the Issuer, the Company and the Bank as insureds. All policies evidencing insurance coverages required by Section 4.14(a) and 4.14(d) hereof shall name the Issuer and the Company as insureds and the Bank as secured party and loss payee, and shall provide for written notice to the Company, the Issuer and the Bank of cancellation, reduction in policy limits or material change in coverage thereof; provided that 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. The original policy, or a commitment binder for insurance, of all insurance required hereby shall be delivered to the Issuer and the Bank on or before the Closing Date. 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 Agreement.

Section 4.16. Application of Net Proceeds of Insurance. The Net Proceeds of insurance carried pursuant to the provisions of Section 4.14 hereof shall be applied as follows: (i) the Net Proceeds of the insurance required by Sections 4.14(a) and 4.14(d) hereof shall be applied as provided in Section 4.19 hereof, and (ii) the Net Proceeds of the insurance required by Sections 4.14(b), 4.14(c) and 4.14(d) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 4.17. 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 4.09 hereof or (ii) to maintain any insurance required to be maintained by Section 4.14 hereof, the Bank or the Issuer, may, but is not required to, pay such tax, assessment or other governmental charge or for 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 4.17, 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 six percent (6%) 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 to provide such notice shall not discharge the Company's obligation to make reimbursements therefor under this Section.
Section 4.18. Exempt from Taxation. It is recognized that the Company is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities.

Section 4.19. Damage or Destruction. The provisions of this Section 4.19 shall apply in the event the Facility is damaged or destroyed during the term of the Bonds.

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

(i) the Issuer shall have no 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 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 Company makes an election pursuant to subsection (b) of this Section 4.19, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same (or comparable) condition and value as an operating entity 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, provided that the Company delivers or causes to be delivered to the Bank (A) an estimate in all respects satisfactory to the Bank, prepared by an architect or engineer 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 an operating entity as existed prior to such damage or destruction, (B) the Net Proceeds and any additional funds needed to satisfy (A) above shall be deposited into the Reconstruction Fund (as defined in Section 4.21 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 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 4.19, 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 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 in full including all amounts payable to the Issuer and the Bank, with all interest accrued thereon, without prepayment penalty.

(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, may adjust all claims under any policies of insurance required by Section 4.14(a) hereof.

Section 4.20. Condemnation of Facility. The provisions of this Section 4.20 shall apply in the event that title to all or any part of the Facility is taken by Condemnation during the term of the Bonds.

(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 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 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 the Company makes an election pursuant to subsection (b) of this Section 4.20, the Company shall promptly replace or restore the Facility (excluding any part of the Land taken by Condemnation) to substantially the same condition and value as an operating entity 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 of any award in any Condemnation proceeding shall be deposited into the Reconstruction Fund (as defined in Section 4.21 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 provided in this Bond Purchase Agreement.
(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 4.20(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 in full including all amounts payable to the Issuer and the Bank with all interest accrued thereon.

(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, 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, 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 4.21. Escrowing of Net Proceeds. The Net Proceeds referred to in Section 4.19 or Section 4.20 hereof shall be paid to the Bank for deposit into a new account known as the "Tompkins County Development Corporation Reconstruction Fund – The William George Agency For Children's Services, Inc. Project" (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.

Section 4.22. 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 4.23. 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. THE COMPANY SHALL AND DOES ACCEPT TITLE TO THE FACILITY "AS IS" WITHOUT RECOUERSE OF ANY NATURE AGAINST THE ISSUER FOR ANY CONDITION NOW OR HEREAFTER EXISTING. 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.

(a) The Company agrees that the Issuer and its respective members, officers, directors, employee or agents shall not be liable for, and agrees to defend, indemnify, release and hold the Issuer and its respective 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 or (ii) liability arising from or expense incurred by the Issuer'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 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 or its respective members, officers, directors, employees or agents are not incurred or do not result from the gross negligence or the intentional or willful wrongdoing of the Issuer or its respective members, officers, directors, employees or agents, as the case may be. Except as otherwise provided, the foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Issuer or any of its 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 or any of its respective officers, members, 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 4.24, the Company agrees to provide for and insure, in the liability policies required in Section 4.14(c) hereof, its liabilities assumed pursuant to this Section 4.24, to the extent such liabilities are insurable.

(d) Notwithstanding any other provisions of this Bond Purchase Agreement, the obligations of the Company pursuant to this Section 4.24 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 and any of its respective officers, members, employees, servants or agents (other than the Company), relating to the enforcement of the provisions herein specified.
Section 4.25. Agreement to Provide Information. The Company agrees, whenever requested by the Issuer or the Bank, to 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 the Bond Purchase Agreement.


(a) The Company agrees that it will, until the Bonds are paid in full, 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 4.26, the Company may in good faith contest 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 contest. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Issuer or the Bank, shall notify the Company that by failure to comply with such requirement or requirements the Issuer or any of its members, officers, agents (other than the Company) or servants may be liable for prosecution for failure to comply therewith in, which event the Company shall promptly take such action with respect thereto as shall be satisfactory to the Issuer.

Section 4.27. 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 generally accepted accounting principles, of all business and affairs of the Company and to permit the Bank or its Authorized Representative to inspect such accounts, records or books and to make extracts from and copies of such accounts, records or books.

Section 4.28. 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 Encumbrances) upon the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 4.28, the Company may in good faith contest any such Lien, provided that the Company shall have first notified the Issuer and the Bank of such contest. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such 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 satisfactory to the Issuer and the Bank, thereby causing such Lien to be removed.

Section 4.29. 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 seven (7) 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 immediately upon 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 (i) six percent (6%) in excess of the rate of interest accruing on the Bonds, or (ii) the maximum rate permitted by law, whichever is less. 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 to provide such notice shall not discharge the Company's obligation to make reimbursements therefor under this Section.

Section 4.30. Covenant Against Arbitrage Bonds. So long as the Bonds shall be outstanding, neither the Issuer nor the Company shall use, or direct or permit the use of, the proceeds of the Bonds or any other monies within their respective control (including, without limitation, the proceeds of any insurance settlement or any Condemnation award with respect to the Facility) in any manner which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning ascribed to such quoted term in Section 148 of the Code. The Company agrees that it will comply with all of its covenants in the Tax Compliance Agreement relating to the restrictions contained in Section 148 of the Code. The Issuer authorizes the Company, in the Issuer's behalf, to calculate and make the rebate payments required by Section 148(f) of the Code. Notwithstanding the foregoing, there shall be no such obligation upon the Issuer with respect to the use or investment of its administrative fee, provided, however, that if the Company is required to rebate any amount with respect to such administrative fee, the Issuer shall provide, upon the reasonable request of the Company, such information concerning the investment of such administrative fee as shall be requested by the Company and as shall be reasonably available to the Issuer.

Section 4.31. 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 4.32. Company to Maintain its Corporate Existence; Conditions Under Which Exceptions Permitted. The Company agrees that during the term of the Bonds it will maintain its corporate existence, 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 without the prior written consent of the Issuer and the Bank and without complying with the second sentence of this Section. In addition to Bank and Issuer consent 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 Agreement 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 a net worth at least equal to the net worth of the Company immediately prior to the transaction, (d) that the proposed transaction will not adversely affect the exclusion of the interest payable on the Bonds from the gross income of the Holder for federal income tax purposes, or the status of the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code and as of the date of such consolidation, merger, sale or transfer, Company shall, at its expense, furnish the Issuer and the Holder 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), and (iv) a certificate dated the effective date of such consolidation, merger, sale or transfer, signed by an Authorized Officer of the Company and the general partner or chief executive officer, whichever is applicable, 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 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 Bondholder may reasonably request.

Section 4.33.  Reserved.

Section 4.34.  Employment Opportunities. The Company shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

Section 4.35.  Restriction on Transfer of Facility.

(a) Except as otherwise specifically provided in this Section 4.35, the Company shall not during the term of the Bonds 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 Agreement;

(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 and that the Bonds shall continue to be "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code; and

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

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

Upon receipt of the items set forth in (1) through (5) above, the Issuer's and the Bank's consent to a proposed transfer, encumbrance or disposition of the Facility shall not be unreasonably withheld.

(b) No conveyance of all or any portion of the Facility or interest therein effected under the provisions of this Section 4.35 shall entitle the Company to any abatement or diminution of any amounts payable under this Bond Purchase 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 4.36. 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.

(b) The removal of any item of Equipment pursuant to this Section 4.36 shall not entitle the Company to any abatement or diminution of any amounts payable under this Bond Purchase Agreement or the Bonds. At the request of the Company, the Issuer shall execute and deliver, to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment free from the Liens of the Bond Documents. The Company shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of the Bond Documents any item of Equipment removed pursuant to this Section 4.36.
Section 4.37. **Merger of Issuer.**

(a) Nothing contained in this Bond Purchase Agreement shall prevent the consolidation of the Issuer with, or merger of the Issuer into, any other not-for-profit corporation or political subdivision which has the legal authority to own and sell the Facility, provided that:

1. 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 the same; and

2. upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Bond Purchase Agreement to be kept and performed by the Issuer shall be expressly assumed in writing by the not-for-profit corporation or political subdivision resulting from such consolidation or surviving such merger and shall have no effect on obligations of 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.
ARTICLE V

PREPAYMENT BY ISSUER

Section 5.01. Payment of Principal and Interest.

(a) The Issuer shall pay interest, premium, if any, and the principal of the Bonds in accordance with the terms thereof.

(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 Taxable Rate, commencing with the first day of the calendar month immediately succeeding the calendar month in which notification is given by the Bank to the Issuer that an Event of Taxability has occurred. In addition, there shall be paid to the Bank upon demand therefor (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 Taxable Rate during the period commencing with the Tax Incidence Date and ending on the earlier of (1) the maturity of the Bonds 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 Bank for such period; and (ii) any Additions to Tax paid or payable by the Bank as a consequence of the failure of the Bank to include the interest on or any amount in respect of interest on the Bonds held by the Bank 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 Agreement, the Bank shall give notice to the Company of such Event of Taxability, and within thirty 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).

Section 5.02. Prepayment of the Bonds.

(a) Optional Prepayment. The Bonds are subject to "Optional Prepayment" (as hereinafter defined) by the Issuer at the option of the Company, in whole or in part, on any Bond Payment Date, at the redemption prices (expressed as percentages of the principal amount being redeemed) set forth in the following table, plus accrued interest to the redemption date:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2016 through November 30, 2017</td>
<td>105%</td>
</tr>
<tr>
<td>December 1, 2017 through November 30, 2018</td>
<td>104%</td>
</tr>
<tr>
<td>December 1, 2018 through November 30, 2019</td>
<td>103%</td>
</tr>
<tr>
<td>December 1, 2019 through November 30, 2020</td>
<td>103%</td>
</tr>
<tr>
<td>December 1, 2020 through November 30, 2021</td>
<td>102%</td>
</tr>
</tbody>
</table>
(b) The term "Optional Prepayment" shall mean any nonscheduled payment of principal resulting directly or indirectly from indebtedness incurred by the Company by a refinancing of the Bonds by any institution other than the Bank.

(c) Mandatory Prepayment Without Penalty. The Bonds shall be subject to mandatory prepayment in whole or in part on any Business Day, without premium or penalty, in an amount equal to (i) the amount, if any, by which the Bond Proceeds exceed the amount required to pay the Project Costs advanced pursuant to Section 4.05 of the Bond Purchase Agreement; (ii) the amounts received from or on behalf of contractors or subcontractors, as provided in the following paragraph (except to the extent that the Company is entitled to reimbursement from such Net Proceeds for certain expenses as provided in such paragraph); (iii) 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 herein; or (iv) the amount, if any, of the Net Proceeds of title insurance covering the Facility. In addition, accrued interest to the date of such prepayment shall be paid on the amount of such prepayment.

In the event of a default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, construction and equipping of the Facility or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty, the Company may proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Issuer against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Company may, in its own name or, with the Issuer's prior written consent, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and in such event the Issuer hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding. The Company shall notify the Issuer of any actions or proceedings taken hereunder. The Net Proceeds of any amount recovered by way of damages, refunds, adjustments or otherwise pursuant to the provisions of this section shall first be applied to correct any defects in material, workmanship or performance and the remaining Net Proceeds, if any, shall be applied toward repayment of the Bonds.

Section 5.03. Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, the principal of, premium, if any, and interest on the Bonds and all other amounts payable by the Issuer under this Bond Purchase Agreement, then all covenants, agreements and other obligations of the Issuer hereunder shall thereupon terminate and be discharged and satisfied, and thereupon all the monies and properties of the Issuer 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 to effect such discharge and satisfaction.
ARTICLE VI
DEFAULT PROVISIONS AND REMEDIES

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

(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 any of the other Bond Documents.

(d) The occurrence of an event of default or an event which with the passage of time or giving of notice, or both, would constitute an event of default under any other agreement heretofore or hereafter entered into between the Company and the Bank, unless waived by the Bank.

(e) The Issuer, the Company, or an authorized representative of either, 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 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.

(f) If the Company (i) fails to pay any indebtedness for borrowed money (other than as arising under any of the other Bond Documents) owing by the Company when due, whether at maturity, by acceleration, or otherwise; or (ii) fails to perform any term, covenant, or agreement on its part to be performed under any agreement or instrument (other than this Bond Purchase Agreement or any other Bond Document) 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 any of the following events occur: (i) any Reportable Event which the Bank determines in good faith might constitute grounds for the termination of any Plan or for the appointment by the appropriate United States district court of a trustee to administer any Plan, continues for thirty (30) days after the Bank has given written notice thereof to the Company, (ii) any Plan incurs any "accumulated funding deficiency" (as such term is defined in ERISA) whether waived or not, (iii) the Company engages in any Prohibited Transaction (as defined in Section 4975 of the Code), (iv) a trustee is appointed by an appropriate United States district court to administer any Plan, or (v) the Pension Benefit Guaranty Corporation, or any successor thereto institutes proceedings to terminate any Plan or to appoint a trustee to administer any Plan.

(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) If the Company shall merge or consolidate with any other corporation or entity or sell, lease, transfer, or otherwise dispose of a substantial part of its property or assets, or permit any subsidiary to do so (except that any subsidiary may merge into or consolidate with, or sell or otherwise dispose of its assets to the Company) without first having obtained the Bank's written consent, which consent the Bank shall not unreasonably withhold.

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, 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 Agreement, the Bank may, at its sole option, annul in writing
such declaration and its consequences if (i) monies shall have been paid to the Bank in an
amount sufficient to pay 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) including attorneys' fees due to default monies shall have been paid to the Bank sufficient to
pay the reasonable charges, compensation, expenses, disbursements, advances and liabilities of
the Bank; (iii) monies shall have been paid to the Bank sufficient to pay the cost of attorneys'
fees; (iv) all other amounts then payable by the Issuer hereunder shall have been paid; and (v)
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
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
Agreement, and each of the other Bond 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 or otherwise under any of
the provisions of the Bonds, this Bond Purchase Agreement, or any of the other Bond
Documents, without prejudice to any other right or remedy of the Bank.

(d) Upon the occurrence and continuance of any Event of Default, the Bank may, in
addition to any other remedies which the Bank may have in the Bank's sole and absolute
discretion, (i) enter upon the Land and complete the Project in accordance with the Plans and
Specifications with such changes therein as the Bank may deem appropriate, and employ
watchmen and other security to protect the Facility, all at the risk, cost and expense of the
Company, (ii) at any time discontinue any work commenced in respect of the Facility or change
any course of action undertaken by the Bank and not be bound by any limitations or
requirements of time whether set forth herein or otherwise, (iii) assume the Architect's Contract
and the Construction Contract or any other contract made by the Company in any way relating to
the Project and take over and use all or any part of the labor, materials, equipment, furniture,
fixtures and articles of personal property contracted for by the Company, whether or not
previously incorporated into the Facility, and (iv) in connection with any acquisition,
construction or equipping of the Facility undertaken by the Bank pursuant to the provisions
hereof, (A) engage builders, contractors, architects, engineers, and others for the purpose of
furnishing labor, materials, equipment, furniture, fixtures and articles of personal property in
connection with the acquisition, construction and equipping of the Project, (B) pay, settle or
compromise all bills or claims which may become liens against the Facility, or any portion
thereof, or which have been or may be incurred in any manner in connection with completing acquisition, construction or equipping of the Facility or for the discharge of liens, encumbrances or defects in the title of the Facility, or any portion thereof, and (C) take or refrain from taking such action hereunder as the Bank may from time to time determine in its sole discretion. The Company shall be liable to the Bank for all sums paid or incurred pursuant to the provisions of this subsection (d) or otherwise, and all payments made or liabilities incurred by the Bank hereunder of any kind whatsoever shall be paid by the Company to the Bank upon demand with interest at three percent (3%) in excess of the rate at which interest accrues on the Bonds, or the maximum rate permitted by law, whichever is less, from the date of payment by the Bank to the date of payment to the Bank. For the purpose of exercising the rights granted by this subsection (d), the Company hereby irrevocably constitutes and appoints the Bank its true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of the Company. The Bank shall have no obligation to complete the Facility, but if it does so the terms of this subsection (d) shall apply.

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, 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 then due and payable.

Section 6.05. Remedies Not Exclusive. No remedy conferred upon or reserved to the Bank by this Bond Purchase 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 (a) 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 of the Bonds and the costs of producing the documents referred to herein, including the fees and expenses of Bond Counsel plus disbursements; (b) all taxes, if any, upon all documents and transactions pursuant to, or contemplated by, this Bond Purchase Agreement; (c) all expenses of all recordings and filings pursuant to or contemplated by this Bond Purchase Agreement; (d) appraisal and environmental review fees and expenses; and (e) all costs of collection in the event of the occurrence of an Event of Default under this Bond Purchase 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, this Bond Purchase Agreement, the Mortgage and all other 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 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 Agreement or any covenants, conditions and provisions herein contained. This Bond Purchase 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 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 Agreement shall not affect the remaining portion of this Bond Purchase 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:  
Tompkins County Development Corporation  
401 East State Street, Suite 402B  
Ithaca, New York 14850  
Attn: Heather McDaniel, Administrative Director

WITH A COPY TO:  
Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Russell Gaenzle, Esq.

AND TO:  
Mariette Geldenhuys, Esq.  
401 East State Street  
Ithaca, New York 14850

TO THE BANK:  
Tompkins Trust Company  
P.O. Box 460  
110 North Tioga Street  
Ithaca, New York 14850  
Attn: Stephen R. Hoyt, Senior Vice President

WITH A COPY TO:  
Harris Beach PLLC  
119 East Seneca Street  
Ithaca, New York 14850  
Attn: Mark Wheeler, Esq.

TO THE COMPANY:  
The William George Agency For Children's Services, Inc.  
380 Freeville Road  
Freeville, New York 13068  
Attn: Jeffery Dailey, Managing Director

WITH A COPY TO:  
Bond Schoeneck & King, PLLC  
110 West Fayette Street  
Syracuse, New York 13202  
Attn: Paul Reichel, Esq.

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 party 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 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 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. WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, 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.

The Company will indemnify and hold the Bank and the Issuer harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (a) this Bond Purchase Agreement, the Bonds or any document required hereunder, (b) any credit extended or committed by the Bank to the Company hereunder and under the Bonds, and (c) any litigation or proceeding related to or arising out of this Bond Purchase Agreement, the Bonds or any such document, or any such credit provided such loss, liability, damages, judgements or costs do not result from the gross negligence or intentional or willful wrongdoings of the Bank or the Issuer, as the case may be. This indemnity includes but is not limited to attorneys' fees (including the allocated cost of in-house counsel). This indemnity extends to the Bank, the Issuer, the Bank's parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys, and assigns. This indemnity will survive repayment of the Bonds and of the Company's obligations to the Bank. All sums due to the Bank hereunder and under the Bonds shall be obligations of the Company, due and payable immediately without demand.

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 Agreement shall be governed by such new law as of its effective date.

Section 7.09. Amendment. This Bond Purchase 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.

(a) All covenants, stipulations, promises, agreements and obligations (collectively, the "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, 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 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 Tompkins County, New York, and neither the State of New York nor Tompkins 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 Agreement and the Bonds.

(c) Notwithstanding any provision of this Bond Purchase 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, officer, agent (other than the Company), 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 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.
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 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 Agreement.

Section 7.12. **Survival.** This Bond Purchase 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 Agreement and all of the other Bond Documents shall have been paid in full.

Section 7.13. **HVCRE.** Prior to conversion to permanent financing and the completion of the construction, or full payoff, the Company’s contributed equity capital (including any internally generated project capital) may not be withdrawn from the project. Company acknowledges that compliance with this covenant is required to avoid designation of the loan as "high-volatility commercial real estate exposure" ("HVCRE") under banking regulations related to regulatory capital. In the event that the loan is designated as an HVCRE loan then, in addition to any other remedies for this covenant breach that Bank may have, the Bank may require Company to pay the amount necessary to compensate Bank for the added capital allocation/reserve cost of carrying the loan as an HVCRE loan. Upon request of Bank, Company must provide evidence satisfactory to the Bank that it has satisfied and continues to satisfy all requirements necessary to facilitate the loan not being classified as HVCRE, including without limitation meeting applicable loan-to-value requirements and maintenance of cash equity in the amount required by the Bank hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly Authorized Representatives, and have caused this Bond Purchase Agreement to be dated as the date first set forth above.

TOMPKINS COUNTY DEVELOPMENT CORPORATION
By: ______________
    Heather McDaniel, Administrative Director

THE WILLIAM GEORGE AGENCY FOR CHILDREN'S SERVICES, INC.
By: ______________
    Jeffrey Bailey, Managing Director

TOMPKINS TRUST COMPANY
By: ______________
    Jason Moore, Assistant Vice President
STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 15th day of December the year 2016 before me, the undersigned, personally appeared HEATHER MCDANIEL, 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.

RACHEL C. BARANELLO
Notary Public, State of New York
No. 02BA6267182
Qualified in Monroe County
Commission Expires 8/13/2019

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 15th day of December the year 2016 before me, the undersigned, personally appeared JEFFERY DAILEY, 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.

RACHEL C. BARANELLO
Notary Public, State of New York
No. 02BA6267182
Qualified in Monroe County
Commission Expires 8/13/2019

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 15th day of December the year 2016 before me, the undersigned, personally appeared JASON MOORE, 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.

NATALIE M FRENCH
Notary Public, State of New York
No. 02FR6262386
Qualified in Tompkins County
My Commission Expires May 21, 2020
STATE OF NEW YORK )
COUNTY OF TOMPKINS ) ss:

Jeffery Dailey, being sworn says: I am the Managing Director of The William George Agency For Children’s Services, Inc. (the "Company"), which is undertaking the acquisition, construction and equipping of the Facility described in the foregoing building loan contract entitled Bond Purchase Agreement, Loan Agreement and Building Loan Contract (the "Building Loan Contract"), among the Tompkins County Development Corporation (the "Issuer"), the Company and Tompkins Trust Company (the "Bank"). I am making and I do verify this affidavit in the name and behalf of the Company which is the borrower under said Bond Purchase Agreement, Loan Agreement and Building Loan Contract.

The Bond Proceeds are: $3,000,000

1. The Company has paid to the Bank as consideration for this loan evidenced by the Bonds (as defined by the Building Loan Contract) the sum of Ten Thousand Dollars ($10,000.00), all of which was paid from funds other than those made available under the Building Loan Contract.

2. All other expenses, if any, incurred or to be incurred in connection therewith are as follows (with "poc" deemed to mean paid from funds other than those made available under the Building Loan Contract):

3. Fair and reasonable sums, totaling $[ ], made available under the Building Loan Contract and paid for obtaining the building loan and subsequent financing, are listed below:

(a) Bond Counsel Fee $[
(b) Title Insurance and Survey [ ]
(c) Bank Counsel (poc) [ ]
(d) Company Counsel (poc) [ ]
(e) Issuer Fee [ ]
(f) Issuer’s Counsel (poc) [ ]
(g) Plan and cost review (poc) [ ]
(h) Site visits (poc) [ ]
(i) Tax service (poc) [ ]
(j) Flood certification (poc) [ ]
(k) Bank legal (poc) [ ]

[ ]
Subtotal $[

4. Architectural, engineering and similar fees $[
5. Construction Management 
6. Insurance premiums during Construction 
7. Inspections 

TOTAL: $[

Certain of the foregoing amounts are based upon good faith estimates of costs or expenses not yet incurred and certain items listed above may cost more or less than such estimates. The Company reserves the right to use unexpended amounts from any of said items to defray increases incurred in any other item or items listed above so long as the total amount expended on such items does not exceed the amount of the loan.

8. That after payment of all the above fees and expenses, the amount of money which will be available to pay for the cost of making the Improvements referred to in the Building Loan Agreement will be the sum of $[ ], less (except as expressly set forth above) all monies needed to pay insurance premiums, interest, taxes, assessments, water and sewer costs and rent becoming due while the improvements are being made.

9. The Company is to be reimbursed from the net sum available for the improvement for the following payments made in connection with the improvement prior to the date of the first advance but subsequent to the commencement of the improvement: $[ ].

10. The net sum available to the Issuer and the Company for the improvement is: $[ ].

This statement is made for the purpose of complying with Lien Law Section 22. The facts herein stated are true to the knowledge of the deponent.

[The Balance of This Page Intentionally Left Blank]
[Signature Page to Lien Law Affidavit]

The representations set forth herein are made with the understanding that the Issuer shall have no liability as the principal of the Company under the foregoing building loan contract to any third party.

THE WILLIAM GEORGE AGENCY FOR CHILDREN'S SERVICES, INC.

By: ____________________________
    Jeffery Dailey, Managing Director

Sworn to before me this 15th day of December, 2016.

______________________________
Notary Public
EXHIBIT B

BOND FORM

BOND
SERIES 2016

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.

TOMPKINS COUNTY DEVELOPMENT CORPORATION
$3,000,000 PRINCIPAL AMOUNT TAX-EXEMPT REVENUE BOND (THE WILLIAM GEORGE AGENCY FOR CHILDREN'S SERVICES, INC. PROJECT), SERIES 2016

TOMPKINS COUNTY 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 Tompkins Trust Company (the "Holder" or the "Bank"), or its registered assigns, the principal sum of $3,000,000, plus interest at a per annum rate as set forth herein.

Principal Amount: $3,000,000

Dated Date: December 15, 2016

Maturity Date: July 1, 2042

Interest Rate and Periods:

(a) From the Closing Date through and including December 31, 2026, a rate of interest equal to three and one tenth of one percent (3.10%) (interest only during the period from the Closing Date through January 1, 2018).

(b) From January 1, 2027 through and including December 31, 2031 a rate of interest equal to the Federal Home Loan Bank of New York Fixed-Rate Advance Rate (the "FHB Advance Rate") for five-year maturities as of the fifteenth (15th) day of December, 2026, plus two and five tenths of one percentage points (2.50%), rounded up to the next higher one-quarter of a percentage point, multiplied by sixty-eight one hundredths of one percent (0.68%).

(c) From January 1, 2032, through and including December 31, 2036, a rate of interest equal to the Federal Home Loan Bank of New York Fixed-Rate Advance Rate (the
"FHB Advance Rate") for five-year maturities as of the fifteenth (15th) day of December, 2031, plus two and five tenths of one percentage points (2.50%), rounded up to the next higher one-quarter of a percentage point, multiplied by sixty-eight one hundredths of one percent (0.68%).

(d) From January 1, 2037 through and including December 31, 2041, a rate of interest equal to the Federal Home Loan Bank of New York Fixed-Rate Advance Rate (the "FHB Advance Rate") for five-year maturities as of the fifteenth (15th) day of December, 2036, plus two and five tenths of one percentage points (2.50%), rounded up to the next higher one-quarter of a percentage point, multiplied by sixty-eight one hundredths of one percent (0.68%).

(e) From January 1, 2042 through and including the Maturity Date, a rate of interest equal to the Federal Home Loan Bank of New York Fixed-Rate Advance Rate (the "FHB Advance Rate") for five-year maturities as of the fifteenth (15th) day of December, 2041, plus two and five tenths of one percentage points (2.50%), rounded up to the next higher one-quarter of a percentage point, multiplied by sixty-eight one hundredths of one percent (0.68%)

In the event that the FHB Advance Rate is not available, a substitute index shall be determined from any other source as deemed satisfactory to the Bank. Interest on this Bond shall be calculated on the basis of "a three hundred sixty (360) day year, for the actual number of days elapsed" (such phrase, as used throughout the Bond, shall mean that in computing interest for the subject period, the interest shall be multiplied by a fraction, the denominator of which is 360 and the numerator of which is the actual number of days elapsed from the date of the first disbursement of the Bond Proceeds or the date of the preceding interest and/or principal due date, as the case may be, to the date of the next interest and/or principal due date). Interest shall accrue until the date of receipt of payment.

During the Construction Period this Bond is a draw-down bond such that interest shall accrue on amounts drawn as of the payment date and interest only shall be paid in monthly installments.

Interest only shall be paid in monthly installments on the principal amount of Bonds drawn during the construction period commencing on the first Business Day in January, 2017 through and including the first Business Day in January, 2018 upon the amount of the Bond Proceeds then advanced. Thereafter interest shall be paid in equal monthly installments commencing on the first Business Day of each month. Principal shall be paid semiannually in equal installments of $60,000 on the first Business Day of January and July commencing January 1, 2018 through and including the Maturity Date, when the entire unpaid principal balance hereof and all accrued and unpaid interest hereon shall be due and payable. All payments shall be applied first to the payment of interest in arrears and then to the payment of principal. The Bank shall invoice the Company on a monthly basis.

The interest rate hereunder shall be increased to three (3) percentage points higher than the interest rate then in effect (as so increased, herein "Default Interest Rate") in the event of: (1)
the failure by Company to make any payment due under this Bond on or before the 30th day following the due date thereof, or (2) the failure by Company to comply with any of the other terms, covenants or conditions of this Bond, the Bond Purchase Agreement or the Mortgage, within 30 days following the earliest date of such non-compliance. In the case of nonpayment, the Default Interest Rate shall apply commencing on the 31st day following the due date of such unpaid payment and continue thereafter unless and until all regularly scheduled past due monthly payments shall have been paid by Company. In the case of non-compliance with any of the other terms, covenants or conditions of this Bond, the Bond Purchase Agreement or the Mortgage, the Default Interest Rate shall apply commencing on the 31st day following the earliest date of such non-compliance and continue thereafter unless and until such default has been fully cured. Nothing contained herein shall be construed as limiting Bank's rights of acceleration upon an Event of Default as provided on the Bond Purchase Agreement.

OPTIONAL PREPAYMENT WITH PREMIUM

Optional Prepayment. This Bonds are subject to "Optional Prepayment" (as hereinafter defined) by the Issuer at the option of the Company, in whole or in part, on any Bond Payment Date, at the redemption prices (expressed as percentages of the principal amount being redeemed) set forth in the following table, plus accrued interest to the redemption date:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2016 through November 30, 2017</td>
<td>105%</td>
</tr>
<tr>
<td>December 1, 2017 through November 30, 2018</td>
<td>104%</td>
</tr>
<tr>
<td>December 1, 2018 through November 30, 2019</td>
<td>103%</td>
</tr>
<tr>
<td>December 1, 2019 through November 30, 2020</td>
<td>103%</td>
</tr>
<tr>
<td>December 1, 2020 through November 30, 2021</td>
<td>102%</td>
</tr>
<tr>
<td>December 1, 2021 through November 30, 2022</td>
<td>101%</td>
</tr>
<tr>
<td>December 1, 2022 through Maturity</td>
<td>100%</td>
</tr>
</tbody>
</table>

The term "Optional Prepayment" shall mean any nonscheduled payment of principal resulting directly or indirectly from indebtedness incurred by the Company by a refinancing of the Bonds by any institution other than the Bank.

MANDATORY PREPAYMENT WITHOUT PENALTY

This Bond shall be subject to mandatory prepayment in whole or in part on any Business Day, without premium or penalty, in an amount equal to (i) the amount, if any, by which the
Bond Proceeds exceed the amount required to pay the Project Costs advanced pursuant to Section 4.05 of the Bond Purchase Agreement (as hereinafter defined); (ii) the amounts received from or on behalf of contractors or subcontractors, as provided in the Bond Purchase Agreement (except to the extent that the Company is entitled to reimbursement from such Net Proceeds for certain expenses); (iii) 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 the Bond Purchase Agreement; or (iv) the amount, if any, of the Net Proceeds of title insurance covering the Facility. In addition, accrued interest to the date of such prepayment shall be paid on the amount of such prepayment.

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 Taxable 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 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 therefor (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 Taxable 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) 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 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) the enactment of a statute or promulgation of a regulation eliminating, in whole or in part, the applicable exemption, as such exists on the Closing Date, from gross income for federal income tax purposes for interest payable under the Bond, (B) a "final determination by decision or ruling by a duly constituted administrative authority" to the effect that such exemption for interest payable under the Bond is not available, is no longer available or is contrary to law, (C) the expiration of the right to further administrative review of any determination, decision or ruling to the effect that such exemption for interest payable under the Bond is not available, is no longer available or is contrary to law,
or (D) receipt by the Holder of a written opinion of Bond counsel that there is no longer a basis for the Holder (or any former Holder) to claim that any interest paid and payable on the Bond is not excluded from gross income for federal income tax purposes.

For the purposes of item (B) above, a "final determination by decision or ruling by a duly constituted administrative authority" shall mean (1) the issuance of a ruling (including, but not limited to, a revenue ruling or a letter ruling by the Internal Revenue Service ("IRS") or any successor thereto, or (2) the issuance of a preliminary notice of proposed deficiency ("30-Day Letter"), a statutory notice of deficiency ("90-Day Letter"), or other written order or directive of similar force and effect by the IRS, or any other United States Governmental Agency having jurisdiction therein.

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

"Taxable Rate" means a rate equal to 147% of the tax-exempt interest rate on the Bonds in effect from time-to-time.

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

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 (including a payment resulting from a prepayment of 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%) of any such unpaid payment. Upon default in payment for more than thirty (30) days after a payment due date, commencing on the thirty-first (31) day after such payment due date, in addition to the late payment fee, the interest rate shall be increased to the Default Interest Rate.

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 Tompkins Trust Company, 121 East Seneca Street, Ithaca, New York 14850 (the "Bank"), 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 constitutes the entire authorized issue of bonds limited in the aggregate principal amount of $3,000,000, or so much as may be advanced hereunder, authorized by a bond resolution, duly adopted by the Issuer on June 9, 2016 (the "Bond Resolution") and is issued in accordance with a Bond Purchase Agreement, Loan Agreement and Building Loan Contract, dated as of December 1, 2016 (the "Bond Purchase Agreement"), by and among the Issuer, The William George Agency For Children's Services, Inc. (the "Company") and the Bank for the purposes of financing a certain Project (as defined in the Bond Purchase Agreement).

This Bond is secured by a Mortgage (the "Mortgage") from the Company to the Holder and the Issuer, dated as of December 1, 2016 (the "Mortgage"). The Mortgage constitutes a second priority Mortgage lien on and security interest in the Facility for the benefit of the Bank and the Issuer. The Issuer has assigned all of its rights and interest (except Unassigned Rights) in and to the Mortgage to the Bank pursuant to a certain Assignment of Mortgage, dated as of December 1, 2016, from the Issuer to the Bank (the "Assignment of Mortgage"). The Mortgage and the Assignment of Mortgage are recorded in the Office of the County Clerk of Tompkins County, New York.

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

The Issuer and the Company have entered into a certain Tax Compliance Agreement (the "Tax Compliance Agreement"), dated December 15, 2016, pursuant to which the Issuer and the Company, for the benefit of the Holders from time to time of the Bond, have made certain representations and covenants, established certain conditions and limitations and made certain expectations, relating to compliance with the requirements imposed by the Internal Revenue Code of 1986, as amended, and the regulations and rulings of the United States Treasury Department promulgated thereunder (collectively, the "Code") 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 Agreement 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 Secured Property (as that term is defined in the Mortgage) and the rents, revenues, issues and profits derived therefrom, the Mortgage, and such other security as may from time to time be given for payment of obligations arising out of this Bond,
the Mortgage, and the Bond Purchase Agreement, and that any judgment rendered on this Bond, the Mortgage, the Bond Purchase Agreement or such other 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 (other than the Company) 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 TOMPKINS COUNTY, NEW YORK AND NEITHER THE STATE OF NEW YORK NOR TOMPKINS 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 Tompkins Trust Company, as bond registrar (the "Bond Registrar") located, on the date hereof, at 121 East Seneca Street, Ithaca, New York 14850, 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 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 (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 Bank 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.

No covenant or agreement contained in this Bond, the Mortgage, the Tax Compliance Agreement, or the Bond Purchase Agreement shall be deemed to be the covenant or agreement of any member, officer, agent (other than the Company) 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 Agreement, the Mortgage, 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 (other than the Company), 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 Tax Compliance Agreement, and the
Bond Purchase Agreement.

It is the intention of the Issuer and the Holder to conform strictly to the usury laws,
whether state or federal, that are 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 Agreement or of any supplements thereto, may be made only to the extent and under
the circumstances permitted by the Bond Purchase Agreement. Any capitalized word or term not
otherwise defined herein shall have the meaning given such word or term in the Bond Purchase
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 Agreement, the Mortgage, and 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.
IN WITNESS WHEREOF, the TOMPKINS COUNTY DEVELOPMENT CORPORATION has caused this Bond to be executed in its name by the manual signature of its Administrative Director, its corporate seal or a facsimile thereof to be hereunto affixed, impressed, imprinted or otherwise reproduced hereon.

TOMPKINS COUNTY DEVELOPMENT CORPORATION

By: Heather McDaniel, Administrative Director
(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:
EXHIBIT C
FORM OF REQUISITION FOR PAYMENT AND DISBURSEMENT

To: Tompkins Trust Company

Re: Tompkins County Development Corporation $3,000,000 Tax Exempt Revenue Bonds (The William George Agency For Children's Services, Inc. Project), Series 2016

Requisition Number: __

Date: ______

Gentlemen:

You are hereby authorized and directed to make the following advances and disbursements of the Bond Proceeds in accordance with Section 4.04 of that certain Bond Purchase Agreement, Loan Agreement and Building Loan Contract, dated as of December 1, 2016 (the "Bond Purchase Agreement"), by and between the Tompkins County Development Corporation (the "Issuer"), Tompkins Trust Company (the "Bank") and The William George Agency For Children's Services, Inc. (the "Company").

(i) Payee: The William George Agency For Children's Services, Inc., or its designee set forth in Schedule I attached hereto.

(ii) General classification of the expenditure:

1. Architect's, Engineer's and similar fees: $__________

2. Broker's fees and costs of constructing the Facility: $__________
   a. Broker's Fees: $ ________
   b. Sitework Construction: $ ________
   c. Miscellaneous Construction: $ ________

3. Fees and other expenses for recording and filing: $__________

4. Fees or expenses relating to actions to protect the Bank's security

C-1
<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>5.</td>
<td>Insurance premiums: $_________</td>
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<tr>
<td>6.</td>
<td>Construction period interest: $_________</td>
</tr>
<tr>
<td>7.</td>
<td>Legal, accounting, investment banking, etc. fees: $_________</td>
</tr>
<tr>
<td>a.</td>
<td>Borrower Counsel: $_________</td>
</tr>
<tr>
<td>b.</td>
<td>Bank Counsel: $_________</td>
</tr>
<tr>
<td>c.</td>
<td>Issuer Counsel: $_________</td>
</tr>
<tr>
<td>d.</td>
<td>Bond Counsel: $_________</td>
</tr>
<tr>
<td>e.</td>
<td>Commitment Fee: $_________</td>
</tr>
<tr>
<td>8.</td>
<td>Administrative fee of the Issuer: $_________</td>
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<tr>
<td>9.</td>
<td>Taxes paid during installation: $_________</td>
</tr>
<tr>
<td>10.</td>
<td>Title insurance and surveying fees: $_________</td>
</tr>
<tr>
<td>11.</td>
<td>Total Requisition $_________</td>
</tr>
<tr>
<td>12.</td>
<td>Reimbursement for payment by the Company of items in 1-10 above: $_________</td>
</tr>
</tbody>
</table>

With respect to the obligation(s) referred to above, the undersigned, an Authorized Representative of the Company, hereby certifies that to his knowledge:

(A) items (i) and (ii) have been completed correctly and accurately;

(B) the disbursement hereby requested is for a proper expenditure of Bond Proceeds pursuant to the Bond Purchase Agreement;

(C) with respect to items covered in this requisition, the undersigned has no knowledge of any vendors', mechanics' or other liens, bailment leases, conditional sale contracts, security interests or laborers' claims which should be satisfied or discharged before the payments as requisitioned are made or which will not be discharged by such payment;

(D) none of the items for which this requisition is made has been the basis for any prior disbursement of Bond Proceeds;

(E) all Persons furnishing materials to, or performing work on, the Facility have been paid to date or will be fully paid to date from the proceeds of this requisition.
(F) the undisbursed Bond Proceeds are sufficient to complete the acquisition, construction and equipping of the Facility in accordance with the Plans and Specifications.

(G) the amount hereby requested has been paid or is to be paid or shall be paid from the monies requested and that insofar as the payment if for work, materials, supplies, or equipment, the work has been performed and the materials, supplies or equipment have been installed in the Facility or have been delivered either at the Facility or at a proper place for fabrication and are covered by adequate insurance.

(H) there exists no Event of Default under any of the Bond Documents.

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[Signature Page to Requisition for Payment and Disbursement]

The capitalized terms herein, unless otherwise defined, will have the meaning provided in the Bond Purchase Agreement.

THE WILLIAM GEORGE AGENCY FOR CHILDREN'S SERVICES, INC.

By: ____________________________

Jeffery Dailey, Managing Director
SCHEDULE A

Description of the Land

ALL THAT TRACT OR PARCEL OF LAND situate in Military Lot 27, Town of Dryden, County of Tompkins and State of New York, according to a Survey Map prepared by Reagan Land Surveying, Michael J. Reagan, P.L.S., dated October 20, 2016, and being more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Mott Road, said point of beginning being located 250 feet, more or less, easterly as measured along said centerline from its intersection with the centerline of Herman Road, and running thence along the following courses and distances:

1.) S 80°-04'-00" E, along the centerline of Mott Road, for a distance of 450.00' to a point;
2.) S 09°-56'-00" W, at 30.00' passing through a set ¾" diameter rebar and survey cap (set pin), for a total distance of 250.00' to a set pin;
3.) S 55°-10'-00" W, for a distance of 278.85' to a set pin;
4.) N 39°-44'-00" W, for a distance of 227.02' to a set pin;
5.) N 07°-46'-08" E, for a distance of 146.49' to a set pin;
6.) N 15°-42'-00" W, at 139.75' passing through a set pin, for a total distance of 169.75' TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 3.22 acres of land, more or less.

TOGETHER WITH the following easements, in common with others, in the real property of The William George Agency For Children’s Services, Inc. which may abut, adjoin or surround the premises herein described:

   a. easement on a non-interfering basis across, over and under lands of The William George Agency For Children’s Services, Inc. for the use of present and future utility lines and sewer and water lines or for the construction or repair of the same which service the buildings, now or to be constructed on the premises herein described;

   b. easement for ingress and egress over such existing and future roads, walk and drives, on, across and over the lands of The William George Agency For Children’s Services, Inc.; and easement for use of such existing and/or future parking areas on the lands of The William George Agency For Children’s Services, Inc. contiguous and/or servicing the premises herein described.